

CITY OF
BLOOMINGTON
COUNCIL MEETING
JULY 13, 2020



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor, At-Large - Tari Renner

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, JULY 13, 2020, 6:00 P.M.

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

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. COVID-19 Update by City Manager
6. Recognition/Appointments
 - A. Recognition of the Appointments to the Police Pension Board and John M. Scott Health Care Commission, 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

Electronic Roll Call Vote

 - A. Consideration and action to approve Bills and Payroll in the amount of \$12,599,344.25, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
 - B. Consideration and action to approve Re-appointment and Appointments to Various Boards and Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Re-Appointment and Appointments be approved.)*
 - C. Consideration and action to reject the Bid for the Police 2020 or Newer Ford F250 Pickup Truck or Equivalent Purchase (Bid #2021-05) so the Purchase can be made using the Northwest Municipal Suburban Purchasing Contract (#178, exp. 7/17/2020) at a lower cost, as requested by the Public Works Department and the Police Department. *(Recommended Motion: The proposed Bid Rejection be approved.)*

- D. Consideration and action to reject the Bid for the Parks, Recreation, and Cultural Arts Department 2020 or Newer Ford F250 or Equivalent Pickup Truck (Bid #2021-04) so the Purchase can be made using the Northwest Municipal Suburban Purchasing contract (#178, exp. 7/17/2020) at a lower cost, as requested by the Public Works Department and the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Bid Rejection be approved.)*
- E. Consideration and action to approve the Annual Maintenance and Support Payment in the amount of \$127,536.66 with Tyler Technologies, for the computer-aided dispatch solution used by the Police and Fire Departments, as requested by the Information Services Department and the Police Department. *(Recommended Motion: The proposed Payment be approved.)*
- F. Consideration and action to approve an Agreement with the Board of Trustees of the University of Illinois for the Groundwater Level Monitoring Program as a limited source, in the amount of \$9,506 for Year 1, \$9,704 for Year 2, and \$9,909 for Year 3, for a total amount of \$29,119, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- G. Consideration and action to approve an updated Intergovernmental Agreement with the Department of Healthcare and Family Services to participate in a Federal program to receive supplemental Medicaid payments for Ground Emergency Medical Transports, as requested by the Fire Department. *(Recommended Motion: The proposed Agreement be approved.)*
- H. Consideration and action to approve a Contract with Maurer Stutz, Inc., for the Final Design of the Sugar Creek Lift Station & Force Main Improvements, in the amount of \$75,105, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- I. Consideration and action to approve a Second Amendment to the Settlement Agreement between State Farm Mutual Automobile Insurance Company, the City of Bloomington, and other taxing bodies in McLean County, Illinois regarding the assessed value of parcels owned by State Farm, applicable to tax years 2020-2024, as requested by the Legal Department. *(Recommended Motion: The proposed Second Amendment be approved.)*
- J. Consideration and action on a Resolution Adopting the Amended Citizen Participation Plan, as requested by the Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*
- K. Consideration and action on an Ordinance Approving a Special Use Permit to Allow Chicken-keeping as an Accessory Use in the R-1C District for the Property at 1610 N. Lee Street, as requested by the Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- L. Consideration and action on an Ordinance Amending Chapter 28 of the City Code on Public Indecency, as requested by the Legal Department. *(Recommended Motion: The proposed Ordinance be approved.)*

9. Regular Agenda

Electronic Roll Call Vote

- A. Consideration and action on the ratification of the Telecommunicators Contract, as requested by the Human Resources Department and the Police Department. *(Recommended Motion: The proposed Contract be ratified.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*
- B. Presentation on Jamie Mathy's Aldermanic Initiative Proposal to bring back the Downtown Task Force Report, as requested by the Administration Department. *(Recommended Motion: None; presentation and direction only.) (Presentation by Tim Gleason, City Manager; and Melissa Hon, Economic Development Director, 15 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

14. Adjournment

Voice Vote

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: July 13, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of the Appointments to the Police Pension Board and John M. Scott Health Care Commission, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The included Appointments are representative of City Council's approval from the June 24, 2020 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:


Billy Iyus, Deputy City Manager

7/6/2020


Tara Henry, Legislative Assistant

7/7/2020

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- ADM 1B Recognition of Appointments from 062420_PolicePension_JMScott



Appointment

Dean Messinger: *Police Pension Board*



Appointments

John M. Scott Health Care Commission:

Angie Chasensky, Health Care-Underserved

Judy Neubrandner, Grant Administration

Feli Sebastian, Health Care-Mental Health

Karen Stipp, Health Care-Underserved

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: July 13, 2020

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$12,599,344.25, 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 \$12,599,344.25 (Payroll total \$5,216,642.14, Accounts Payable total \$5,749,094.50, and Bank Transfers total \$1,633,607.61).

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

7/8/2020

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

Tara Henry, Legislative Assistant

7/9/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'T. 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
6/19/2020	\$ 2,083,701.61	\$ 546,664.40	\$ 2,630,366.01
7/2/2020	\$ 2,041,015.44	\$ 543,443.54	\$ 2,584,458.98
6/19/2020-7/2/2020	\$ 1,757.33	\$ 59.82	\$ 1,817.15
Off Cycle Adjustments			

	PAYROLL GRAND TOTAL	\$ 5,216,642.14
--	---------------------	-----------------

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range	Total
7/13/2020	AP General	\$ 5,336,795.74		
	AP JM Scott			
7/13/2020	AP Comm Devel	\$ 13,165.40		
7/13/2020	AP IHDA	\$ 28.00		
7/13/2020	AP Library	\$ 83,375.55		
7/13/2020	AP MFT	\$ 185,559.94		
6/26/2020-7/2/2020	Out of Cycle	\$ 130,169.87		
4/2/2020-6/25/2020	AP Bank Transfers	\$ 1,633,607.61		
	AP GRAND TOTAL	\$ 7,382,702.11		
			PCARD GRAND TOTAL	

TOTAL	\$ 12,599,344.25
-------	------------------

Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: July 13, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Re-appointment and Appointments to Various Boards and Commissions, as requested by the Administration Department.

RECOMMENDED MOTION:

The proposed Re-Appointment and Appointments be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4e. Strong partnership with residents and neighborhood associations

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

Blm-Nml Public Transportation System Board: Ryan Whitehouse to the Blm-Nml Public Transportation System Board. He is being reappointed to a four-year term. His term will be effective immediately and will expire 6-30-24. Application is on file in the Administration Office.

The Mayor of the City of Bloomington has nominated, and asks your concurrence in the appointment of:

Blm-Nml Public Transportation System Board: Deborah Presley to the Blm-Nml Public Transportation System Board. Deborah is being appointed to complete the term of Monica Bullington. Her term will be effective 7/31/20 and will expire on 6-30-22, at which time she will be eligible to reapply. Application is on file in the Administration Office.

Citizens' Beautification Committee: Kelsey Harms to the Citizens' Beautification Committee. Kelsey will be filling a vacant position on the Committee. Her term will be effective immediately and will expire 4-30-22, at which time she will be eligible to reapply. Application is on file in the Administration Office.

Zoning Board of Appeals: Nikki Williams to the Zoning Board of Appeals. Nikki will be filling a vacant position on the Board. She will be appointed for an initial two-year term, effective immediately, with an expiration date of 4-30-22, at which time she will be eligible to reapply. 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

7/9/2020



Tara Henry, Legislative Assistant

7/9/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- ADM 1B PublicTransCommission_Roster
- ADM 1C Citizens Beautification_Roster
- ADM 1D Zoning Board of Appeals_Roster

Connect Transit Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appt
x	Blm resigned 7/31/20	Monica	Bullington	06/30/22	08/13/18	2017
x	Blm	Ryan	Whitehouse	06/30/20	06/13/16	2012
x	Blm	Judy	Buchanan	06/30/21	07/10/17	2009
x	Blm	Linda	Foster	06/30/23	04/13/20	2020
	Nml	John	Thomas	06/30/19	06/30/15	2009
	Nml	Julie	Hile	06/30/18	07/31/22	2018
	Nml	Mike	McCurdy	06/30/21	03/16/12	2012
	Staff/Contact	Jill	Bower			
	Staff	Isaac	Thorne			

Citizens Beautification Committee

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		Sara	Kemp	04/30/21	2018	05/14/18
x	Chair	Robin	VanDermay	04/30/23	2014	03/27/17
x	Resigned	Brittany	Burton	04/30/20	2019	08/12/19
x		Daniel	Freburg	04/30/22	2018	04/22/19
x		Brett	Litwiller	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	05/22/17
x		William	Gudeman	04/30/21	2018	04/23/18
x		Cody	Hendricks	04/30/21	2020	04/13/20
x		Eric	Hansen	04/30/22	2020	04/13/20
	Resigned	Amanda	Weissgerber	04/30/22	2016	
	Ex-Officio	Jan	Lauderman			
	Ex-Officio	Stan	Cain			
	Staff	Robert	Moews			
	Staff	David	Lamb			

Zoning Board of Appeals

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		Terry	Ballantini	04/30/21	2018	06/11/18
x		Tyler	Noonan	04/30/23	2019	04/30/20
x		Michael	McFarland	04/30/22	2019	09/09/19
x	Resigned	Richard	Veitengruber	04/30/20	2017	03/13/17
x		Michael	Straza	04/30/23	1/27/2020	4/13/2020
x		Michael	Rivera, Jr.	04/30/23	2018	04/13/20
x	Chair	Victoria	Harris	04/30/23	2017	04/13/20
	Staff	Joni	Gerard			



CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: July 13, 2020

SPONSOR: Public Works Department and Police Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to reject the Bid for the Police 2020 or Newer Ford F250 Pickup Truck or Equivalent Purchase (Bid #2021-05) so the Purchase can be made using the Northwest Municipal Suburban Purchasing Contract (#178, exp. 7/17/2020) at a lower cost, as requested by the Public Works Department and the Police Department.

RECOMMENDED MOTION:

The proposed Bid Rejection 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: Procurement, Public Works, and Police are recommending the rejection of the Bid for the Police 2020 or Newer Ford F250 Pickup truck or Equivalent (Bid #2021-05), for use by the Police Department. A bid was released on June 1, 2020 and due to the City on June 16, 2020. The City received one bid from Bob Ridings Ford of Taylorville, Illinois. The bid notice was sent to 12 firms in McLean County and 25 in-state. There were no local bids. If this unit is purchased off the Northwest Suburban Purchasing Contract, it will save the City \$1,918.

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

Staff believes it is in the best interest of the City to be fiscally responsible and purchase these vehicles through the Northwest Suburban purchasing Contract, which will be brought forward for consideration and action in a Procurement Memo.

Eleven vehicle bids have been released since near the end of FY 2020 and the City has only received one bid from a local firm. City staff has reached out by phone and held a meeting for the local dealerships to try to increase participation, and has also included twelve local dealers on the all of the bid notices. The bid process usually takes about six to eight weeks from release until bid award and allows staff time to prepare and evaluate the bid packets and submissions. Of the other bids that the City has received that are not local, the IL State contract or other joint purchasing cooperative contracts have provided prices that are lower than the bid submissions.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because this purchase will allow the Police to clear parking lots for the safety of the Officers and the public.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A request for bids was advertised in *The Pantagraph* on June 1, 2020.

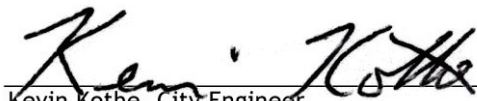
FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

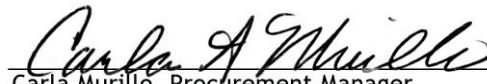
Respectfully submitted for Council consideration.

Prepared by: Rob Kroner, Superintendent of Fleet Management

Reviewed by:


Kevin Kothe, City Engineer

6/25/2020


Carla Murillo, Procurement Manager

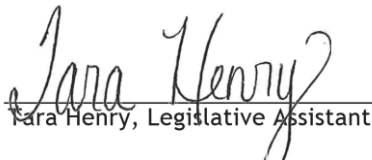
6/30/2020


Chris Tomerlin, Budget Manager

6/30/2020


Jeffrey R. Jurgens, Corporation Counsel

7/2/2020


Tara Henry, Legislative Assistant

7/7/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- BPD 1B Bid Proposal BPD Ford F250 or Equivalent Truck 07132020

- BPD 1C Bid Tab BPD Ford F250 or Equivalent Truck 07132020

BID #2021-05

Police Department – 2020 or Newer Ford F250 Pickup Truck or Equivalent Specification

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

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

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

Bidder agrees that the bid price will remain the same for 90 days from bid opening date with no exceptions. ORDER MUST BE PLACED BY 7-3-20 or INQUIRE

DESCRIPTION

PRICE

Bidder to supply One (1) 2020 or newer
Ford F250 or Equivalent Specifications and
all bid items to the City of Bloomington for the
Police Department.

\$ 38,985.00

Year, Make, and, Model:
2020 Ford F250 Regular Cab 4x4 Pickup (F2B)

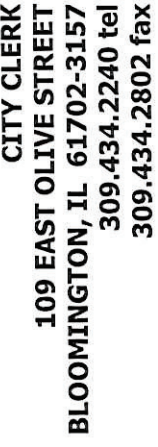
Delivery days from receipt of order: 100-120 days

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

<u>Bob Ridings Inc</u>	<u>[Redacted] Todd Crews</u>
Firm	Authorized Signature
<u>931 Springfield Rd</u>	<u>Taylorville IL 62568</u>
Address	City State Zip
<u>217-824-2207</u>	<u>6-9-20</u>
Phone Number	Date
Email Address: <u>[Redacted]</u>	

BID CHECKLIST:

1. Return the entire packet – not just your response



BID # 2021-05

TIME: 10:15 a.m.

[illegible]

Missy Shapiro
Cindy Shapiro

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



CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: July 13, 2020

SPONSOR: Public Works Department and Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to reject the Bid for the Parks, Recreation, and Cultural Arts Department 2020 or Newer Ford F250 or Equivalent Pickup Truck (Bid #2021-04) so the Purchase can be made using the Northwest Municipal Suburban Purchasing contract (#178, exp. 7/17/2020) at a lower cost, as requested by the Public Works Department and the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION:

The proposed Bid Rejection 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: Procurement, Public Works, and Parks, Recreation, and Cultural Arts are recommending the rejection of the bid for the PRCA 2020 or Newer Ford F250 Pickup truck or Equivalent Purchase (Bid #2021-04), for use by the Parks Division. A bid was released on June 1, 2020 and due to the City on June 16, 2020. The City received two bids: one from Bob Ridings Ford of Taylorville, Illinois and one from Tiles in Style of Willowbrook, Illinois. The bid notice was sent to 12 firms in McLean County and 25 in-state. There were no local bids. If this unit is purchased off the Northwest Suburban Purchasing Contract, it will save the City \$2,136.

Source	Total Cost
Bob Ridings	\$30,275.00
Tiles in Style	\$48,332.20
Northwest Municipal Suburban Purchasing (Currie Motors)	\$28,139.00

Staff believes it is in the best interest of the City to be fiscally responsible and purchase this vehicle through the Northwest Suburban purchasing Contract #178, which will be presented for consideration and action in a Procurement Memo.

Eleven vehicle bids have been released since near the end of FY 2020 and the City has only received one bid from a local firm. City staff has reached out by phone and held a meeting for the local dealerships to try to increase participation, and has also included twelve local dealers on the all of the bid notices. The bid process usually takes about six to eight weeks from release until bid award, and allows staff time to prepare and evaluate the bid packets

and submissions. Of the other bids that the City has received that are not local, the IL State contract or other joint purchasing cooperative contracts have provided prices that are lower than the bid submissions.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this vehicle will meet the additional workload Parks Maintenance Division assumed in FY 2020 when they took over all the mowing for the Community Development Division and the Police Shooting Range that was contracted out prior to this change. Parks purchased 2 mowers and a trailer to service this additional work that includes twenty-four regular properties, tall grass violations and the Police shooting range. Currently the trailer is being pulled by a supervisor's truck and the supervisor must rely on available motor pool vehicles.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A request for bids was advertised in *The Pantagraph* on June 1, 2020.

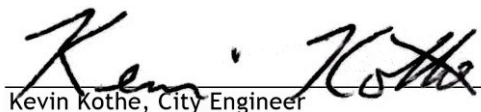
FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:


Kevin Kothe, City Engineer

6/25/2020


Carla Murillo, Procurement Manager

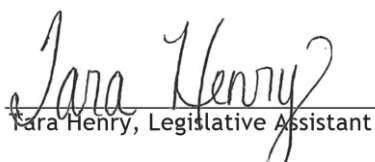
6/30/2020


Chris Tomerlin, Budget Manager

6/30/2020


Jeffrey R. Jurgens, Corporation Counsel

7/5/2020


Lara Henry, Legislative Assistant

7/6/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PRCA 1B Bid Proposal_Bob Ridings_PRCA Ford F250 or Equivalent Truck 07132020
- PRCA 1C Bid Proposal_Tiles in Style PRCA Ford F250 or Equivalent Truck 07132020
- PRCA 1D Order Sheet_Currie Motors PRCA Ford F250 or Equivalent Truck 07132020
- PRCA 1E Bid Tab PRCA Ford F250 or Equivalent Truck 07132020

BID FORM

BID #2021-04

Parks, Recreation & Cultural Arts – 2020 or Newer Ford F250 Pickup Truck or Equivalent Specification

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

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

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

Bidder agrees that the bid price will remain the same for 90 days from bid opening date with no exceptions.

ORDER MUST BE PLACED BY 7-3-20 or INQUIRE!

DESCRIPTION

PRICE

Bidder to supply One (1) 2020 or newer
Ford F250 or Equivalent Specifications and
all bid items to the City of Bloomington for the
Parks, Recreation & Cultural Arts Department.

\$ 30,275.00

Year, Make, and, Model:
2020 Ford F250 Regular Cab 2wd Pickup (F2A)

Delivery days from receipt of order: 100-120

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

Bob Ridings Inc
Firm

931 Springfield Rd
Address

217-824-2207
Phone Number

Email Address: [REDACTED]

[REDACTED] Todd Crews
Authorized Signature

Taylorville, IL 62568
City State Zip

6-9-20
Date

Bid Rejection Approval, Tim Gleason, City Manager

Date Signed

BID FORM

BID #2021-04

Parks, Recreation & Cultural Arts – 2020 or Newer Ford F250 Pickup Truck or Equivalent Specification

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

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

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. **Bidder agrees that the bid price will remain the same for 90 days from bid opening date with no exceptions.**

DESCRIPTION

PRICE

Bidder to supply One (1) 2020 or newer Ford F250 or Equivalent Specifications and all bid items to the City of Bloomington for the Parks, Recreation & Cultural Arts Department.

\$48,332.20

Year, Make, and, Model:

2020 Ford f250 XL Reg cab 4x2

Delivery days from receipt of order: 30 Days after ARO

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

Taza Supplies DBA of Tiles in Style

Firm


Authorized Signature

1212 S. Naper Blvd Suite # 119-109

Address

Naperville

City

Illinois

State

60540

Zip

630-219-0220

Phone Number

01/19/2020

Date

Email Address: haider@tilesinstyle.com



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



Currie Motors Fleet

"Nice People to Do Business With"

Order Cut-Off:
TBD

Visit our new website

www.curriecommercial.com

Contract #178



Currie Motors Frankfort

SPC Contract Winner

2020 FORD F-250

XL 4x2 PICK UP

Standard Package: \$22,760.00

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

6.2L 2 Valve Gasoline SOHC V-8

(Flex Fuel)

6-Speed Automatic w/ Select Shift

4-Wheel Disc Brakes w/ABS

Front/Rear Black Painted Bumpers

Solar Tint Glass

Tailgate-Removable w/ Key Lock

3-Blink Lane Change Signal Front

Tow Hooks

Trailer Tow Package

Trailer Sway Control

17" Argent Steel Wheels

5 - LT245/75Rx17EBSW Tires

8' Bed Pickup

157 Amp Heavy Duty Alternator

650 CCA 72AH Battery

AM/FM/MP3-SYNC

Rear View Camera (optional on Box delete)

Twin I-Beam Front Axle w. coil spring

suspension H.D. Gas Shock Absorbers

Front Stabilizer Bar

Air Conditioner – Manual

Ford Pass Connect 4G

Wi- Fi Modem Ford

Telematics Prep

Manual Door Locks & Windows

Intermittent Windshield Wiper

Advance Trac with Roll Stability Control

Driver and Passenger Front & Side

Airbag/Curtain

Passenger Side Deactivation Switch

Free delivery within 50 miles of dealership

Contract #178



Options – Body Style

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

Options – Powertrain

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

Options – Wheels/Tires

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



Options - Functional

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

Options - Groups/Packages

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



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

Options – Interior

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

Options – Exterior

☒ 60B	BLIS® (Blind Spot Information System) with Cross-traffic Alert and Trailer Tow (BLIS® sensor in tail lamp) Req. Power cont. below	491.00
---	---	--------



	Equipment Group (90L) on XL; N/A with Pickup Box Delete (66D)	
☒ 873	Rear CHMSL Camera-Displays in Center Stack (Not available with Box delete)	182.00
☐ 872	Camera Prep Package for Box Delete	377.00
☐ 66B	Box Link – 4 Premium Locking Cleats N/A with Box Delete	68.00
☒ 76R	Reverse Sensing System-NA with 66D Box Delete	223.00
☐ 53W	5 th Wheel Gooseneck Prep	455.00
☒ 18B	Platform Running Boards ☒ Regular Cab ☐ Super / Crew cab	292.00 405.00
☐ 66L	LED Box Lighting-NA with 873 CHMSL Rear Camera	55.00

Options – Fleet

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

Options – Accessories

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



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

Exterior

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

Interior

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



Title Name	City Of Bloomington
Title Address	
Title City	
Title Zip Code	
Contact Name	
Phone Number	
P.O. Number	
Fleet Identification Number	
Tax Exempt Number	
Total Dollar Amount	28139.00
Total Number of Units	1
Delivery Address	

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

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

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

Contract #178

Tim Gleason, City Manager

Date Signed



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

RECORD OF BID OPENING FOR:

BID # 2021-04

PRCA 2020 or Newer Ford F250 or Equivalent Specifications Pickup Truck

DATE: June 16, 2020

TIME: 10:00 a.m.

Bidder's Name	City, State	Mandatory City Docs	Bid Signed	Addendum #1	Base Bid Cost
TILES IN STYLE LLC 10:30 6/15/20 a.m. WILLIAMSBURG, VA	Williamsburg, VA	✓	✓	12/A	\$ 48,332.20
Bob Ridings	Taylorville, IL	✓	✓	12/A	\$ 30,275.00

WITNESSES:

Misty Shaffer
Carolyn Muller

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



CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: July 13, 2020

SPONSOR: Information Services Department and Police Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Annual Maintenance and Support Payment in the amount of \$127,536.66 with Tyler Technologies, for the computer-aided dispatch solution used by the Police and Fire Departments, as requested by the Information Services Department and the Police Department.

RECOMMENDED MOTION:

The proposed Payment be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City has partnered with Tyler Technologies since 2005 to provide a computer-aided dispatch solution for use by the Police and Fire Departments. The computer-aided dispatch system is the key component of the Police and Fire dispatch center. The system assigns, tracks, and maintains the status of Police, Fire, and Emergency Medical Personnel in the City. This agreement provides critical 24/7 support and maintenance of the system. It includes updates and enhancements to the product for the term of the agreement. Tyler Technologies merged with New World Systems (NWS) and is the only authorized entity to maintain the NWS software including the provision of software update and support. This agreement covers from May 1, 2020 to April 30, 2021.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2021 Budget under the Police Communications Center-Repair/Maintenance Office & Computer Equipment account (10015118-70530). Stakeholders can locate this in the FY 2021 Budget Book titled "Budget Overview & General Fund" on page 233.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

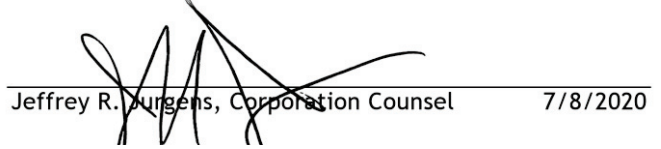
Prepared by: Craig McBeath, Interim Director of Information Services

Reviewed by:


Craig McBeath, Interim Director of Information Services 7/6/2020


Carla Murillo, Procurement Manager 7/7/2020


Chris Tomerlin, Budget Manager 7/8/2020


Jeffrey R. Jurgens, Corporation Counsel 7/8/2020


Tara Henry, Legislative Assistant 7/8/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- IS 1B Tyler Invoice 130-12770
- IS 1C Tyler Technologies CAD LSJF



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-12770	04/01/2020	1 of 2

Questions:
Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com



Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41401 - MAIN - MAIN	9243		USD	NET45	05/16/2020

Date	Description	Units	Rate	Extended Price
Contract No.: BLOOMINGTON, IL				
	Additional New World MSP for CAD Standard Maintenance- BOLOs	1	3,120.48	3,120.48
	Maintenance Start: 01/May/2020, End: 30/Apr/2021			
	Additional New World MSP for CAD Standard Maintenance - CAD AVL	1	1,912.32	1,912.32
	Maintenance Start: 01/May/2020, End: 30/Apr/2021			
	New World MSP Combined LE/Fire/EMS CAD Standard Maintenance	1	29,860.78	29,860.78
	Maintenance Start: 01/May/2020, End: 30/Apr/2021			
	New World MSP Third Party CAD Interface Standard Maintenance - E-911 Interface	1	3,120.48	3,120.48
	Maintenance Start: 01/May/2020, End: 30/Apr/2021			
	New World MSP Third Party CAD Interface Standard Maintenance - Fire Records Interface	1	6,240.96	6,240.96
	Maintenance Start: 01/May/2020, End: 30/Apr/2021			
	New World MSP Third Party CAD Interface Standard Maintenance -New World State/NCIC Interface	1	5,893.56	5,893.56
	Maintenance Start: 01/May/2020, End: 30/Apr/2021			
	New World MSP Third Party CAD Interface Standard Maintenance - Pre-Arrival Questionnaire Interface	1	3,120.48	3,120.48
	Maintenance Start: 01/May/2020, End: 30/Apr/2021			
	Additional New World MSP for CAD Standard Maintenance - Web CAD Monitor	1	6,933.70	6,933.70
	Maintenance Start: 01/May/2020, End: 30/Apr/2021			
	Dashboards for Law Enforcement Standard Maintenance	1	2,974.25	2,974.25
	Maintenance Start: 01/May/2020, End: 30/Apr/2021			
	Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 10+ users	1	3,824.63	3,824.63
	Maintenance Start: 01/May/2020, End: 30/Apr/2021			
	New World AVL Mapping Server Standard Maintenance	1	3,446.12	3,446.12
	Maintenance Start: 01/May/2020, End: 30/Apr/2021			
	New World Base CAD/NCIC/Messaging Standard Maintenance	1	0.00	0.00
	Maintenance Start: 01/May/2020, End: 30/Apr/2021			
	New World AVL Interface Standard Maintenance	1	3,732.34	3,732.34
	Maintenance Start: 01/May/2020, End: 30/Apr/2021			
	New World Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(51-100 Units)	1	17,228.49	17,228.49
	Maintenance Start: 01/May/2020, End: 30/Apr/2021			
	Additional New World Standard Maintenance for RS/6000 Message Switch - New World CAD Interface (51-100 units)	1	3,732.34	3,732.34
	Maintenance Start: 01/May/2020, End: 30/Apr/2021			
	New World Fire Mobile Unit Standard Maintenance - Fire CAD via Switch	1	3,446.12	3,446.12
	Maintenance Start: 01/May/2020, End: 30/Apr/2021			
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Mapping	1	2,756.48	2,756.48



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-12770	04/01/2020	2 of 2

Questions:
Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41401 - MAIN - MAIN	9243		USD	NET45	05/16/2020

Date	Description	Units	Rate	Extended Price
Maintenance Start: 01/May/2020, End: 30/Apr/2021				
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE CAD via Switch	1	6,891.19	6,891.19
Maintenance Start: 01/May/2020, End: 30/Apr/2021				
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Dispatch/Messaging/LE State/NCIC via Switch	1	4,594.13	4,594.13
Maintenance Start: 01/May/2020, End: 30/Apr/2021				
	New World AVL Interface Standard Maintenance	1	4,134.72	4,134.72
Maintenance Start: 01/May/2020, End: 30/Apr/2021				
	New World Mobile on MSP Server Integration Standard Maintenance - AVL CAD Interface (51-100 units)	1	3,732.34	3,732.34
Maintenance Start: 01/May/2020, End: 30/Apr/2021				
	New World Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base CAD/RMS Interface (51-100 units)	1	3,158.85	3,158.85
Maintenance Start: 01/May/2020, End: 30/Apr/2021				
	New World Third Party Maintenance - ArcGIS Standard Enterprise Server Integration	1	459.41	459.41
Maintenance: Start: 01/May/2020, End: 30/Apr/2021				
	New World Third Party Maintenance - CAD Workstations Integration	1	0.00	0.00
Maintenance: Start: 01/May/2020, End: 30/Apr/2021				
	New World Third Party Maintenance - Mobile In-Car Mapping Integration	1	1,722.49	1,722.49
Maintenance: Start: 01/May/2020, End: 30/Apr/2021				
	New World Maintenance - PSMA	1	1,500.00	1,500.00
Maintenance: Start: 01/May/2020, End: 30/Apr/2021				

RECEIVED
Date: 5/1/20 - 4/30/21
Name (Print) M. H. H. H.

Comments: 10015118-70530-300045

City Manager, Tim Gleason Approval

Date Signed

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	127,536.66
Sales Tax	0.00
Invoice Total	127,536.66

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B (D only if necessary)).

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 & #: Tyler Technologies Inc
#2002

Amount: \$ 127,536.66

Date: 6/03/2020

Description of item/services: Annual software license maintenance and support renewal of the City's Computer Aided Dispatch (CAD) platform.

Justification:

In 2005, the City selected Tyler Technologies as the Computer Aided Dispatch (CAD) platform and service. This CAD platform provides critical support for the 24/7 911 emergency communication center and is vital to the day to day operation of the Police and Fire departments. As such, it is critical to keep software maintenance, support and updates active on the system. It is only possible to obtain this maintenance and support for CAD directly from Tyler Technologies.

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)

7/7/2020

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

7/7/2020

Date



CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: July 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with the Board of Trustees of the University of Illinois for the Groundwater Level Monitoring Program as a limited source, in the amount of \$9,506 for Year 1, \$9,704 for Year 2, and \$9,909 for Year 3, for a total amount of \$29,119, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 1e. Partnering with others for the most cost-effective service delivery
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending the approval of an Agreement with the Board of Trustees of the University of Illinois for the Groundwater Level Monitoring Program, in the amount of \$9,506 for Year 1, \$9,704 for Year 2, and \$9,909 for Year 3, for a total amount of \$29,119.

With the approval of this agreement, the Groundwater Level Monitoring Program will continue to be monitored by the Illinois State Water Survey (ISWS). The focus of this network of monitoring wells is to maintain a record of groundwater level fluctuations in the aquifers west of Bloomington-Normal. The work proposed is to maintain automated recorders and telemetry at nine wells for continuous water level monitoring. Six of the wells are currently part of the Long-Range Water Plan Steering Committee (LRWPSC) network, with three additional wells near the City of Bloomington's reservoirs. The proposal includes maintaining transducers and cell phone telemetry in nine wells, regular downloads of the captured data, yearly reporting of the data, and display of the continuous data on a public website hosted by ISWS.

Public Works is recommending continuing the Groundwater Level Monitoring Program in order to further study groundwater levels in the neighboring aquifers for several reasons. With the recent installation of two wells in the St. Peters Aquifer that will be operational in the near future, this data will aid the Department in ascertaining how neighboring private wells and the Mahomet aquifer behave once the wells become operational. With neighboring communities utilizing the Mahomet aquifer (i.e. Town of Normal), staff feels it is vital to continue to collect this data. Long-term supply plans conducted for the City have consistently identified the Mahomet aquifer as a source for significant additional source water capacity, should the need arise.

In addition, the Department recently completed the draft Water Master Plan (WMP), which assessed water supply capacity and future water usage; water quality challenges and status of current and future regulatory compliance; and capacity/condition of supply, treatment, storage, and distribution facilities.

The WMP concluded that the City doesn't need as much capacity as originally predicted. Previous forecasts showed a maximum day usage of 30 million gallons for 2040, but current forecasts show a maximum day usage of 21 million gallons for 2040. With the installation of the St. Peter wells, as well as the potential of drilling additional wells, the Department is positioned to produce, treat, and distribute sufficient volumes of water required to satisfy demand predictions. However, staff feels that continuing the Groundwater Level Monitoring Program will assist Public Works in making future decisions regarding the source of water, should these predictions change, or demand increases are such that current production becomes insufficient.

In the short term, the anticipated capacities of the deep wells in the St. Peter sandstone aquifer better position the City to meet future demands and regulatory compliance. The additional benefit of the deep well supplemental supply is the ability to dilute nitrate concentrations during times when the lake nitrate concentrations are slightly above the regulatory limit.

This study will expand upon work that the City has been involved in for over 18 years through the Long-Range Water Plan Steering Committee (LRWPSC) comprised of the City, the Town of Normal, and McLean County. The Town and City paid for the installation of a network of monitoring wells in the aquifers west of Bloomington-Normal and each continues to pay 50 percent of the annual maintenance fee for the manual monitoring of these wells. These wells have been monitored quarterly since 1999. The network of monitoring these wells has been invaluable in monitoring the changes in the Mahomet Aquifer water levels based upon short term, seasonal and longer-term changes. The original LRWPSC project was initially undertaken with technical assistance from the State Water and Geological Surveys and the monitoring wells are maintained by the State Water Survey. Please see the attached map showing the locations of these monitoring wells.

In order to improve the study, the City has enhanced this monitoring for seven wells in the current LRWPSC network and two wells near Evergreen Lake. The attached map shows the location of these enhanced nine monitoring wells. The enhanced monitoring allows for a real time observation of the selected monitoring wells via a wireless uplink. The City purchased equipment in 2012, with the Illinois State Water Survey Group installing the equipment in 2013 in seven of the existing observation well, as well as the two wells at Evergreen Lake which was an integral part of the Interim Water Supply Plan.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because of the need to continue the study.

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: Illinois State Water Survey

FINANCIAL IMPACT: If approved, the payment amounts over the 3-year term would be:

FY 2021 payment of \$9,506.00

FY 2022 payment of \$9,704.00

FY 2023 payment of \$9,909.00

The \$9,506.00 for FY 2021 can be located the FY 2021 amount in the Lake Maintenance-Other Professional and Technical Services account (50100140-70220). Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on page 127.

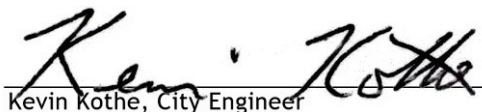
The Water Division will budget each year accordingly.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:



Kevin Kothe, City Engineer

6/29/2020



Carla Murillo, Procurement Manager

6/30/2020



Chris Tomerlin, Budget Manager

6/30/2020



Jeffrey R. Jurgens, Corporation Counsel

7/2/2020



Lara Henry, Legislative Assistant

7/7/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 1B LSJF Groundwater Level Monitoring Program
- PW 1C Proposed Agreement_Groundwater Level Monitoring Program (redacted)
- PW 1D Current Agreement_Groundwater Level Monitoring Program 07132020
- PW 1E Test Site Location Map_Groundwater Level Monitoring Contract 07132020
- PW 1F Sample Observation Data_Groundwater Level Monitoring Contract 07132020
- PW 1G Report_Groundwater Level Monitoring Program 07132020

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and 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 & #: Board of Trustees University of Illinois Vendor # 861	Amount: \$29,119	Date: 06/18/2020
--	------------------	------------------

Description of item/service: Groundwater Level Monitoring Program

Justification: Explain why this vendor is the only vendor that can perform this work:

The City of Bloomington has contracted with the Board of Trustees of the University of Illinois for the Groundwater Monitoring Program since 1999. This program monitors the Mahomet Aquifer and other wells that the City of Bloomington and the University of Illinois has installed to understand the behavior of the Mahomet aquifer. This contract extension is for three years.

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 Head)

6/18/2020

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

4/30/2020

Date



SPONSORED RESEARCH AGREEMENT

This Sponsored Research Agreement ("Agreement") is between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic organized and existing under the laws of the State of Illinois, on behalf of the University of Illinois at Urbana-Champaign, through Sponsored Programs Administration, 1901 South First Street, Suite A, Champaign IL 61820-7406 ("UNIVERSITY"), and City of Bloomington, organized and existing under the laws of Illinois with its principal offices at 109 E. Olive St. Bloomington, IL 61701 ("SPONSOR"). The parties may be referred to individually as "Party" and collectively as the "Parties".

The Parties contemplate that the research to be performed under this Agreement will be of mutual interest and benefit; and

UNIVERSITY has determined that the research will further the instructional, research, public service or economic development objectives of UNIVERSITY consistent with its status as a public institution of higher education.

NOW, THEREFORE, the Parties agree:

1.0. THE RESEARCH

1.1. STATEMENT OF WORK. UNIVERSITY will use reasonable efforts to perform the research project titled Groundwater-Level Monitoring in McLean, Tazewell, and Logan Counties. Development of a Sub-Network With Automated Data Collection and Retrieval and more fully described in the statement of work attached to this Agreement as Exhibit A ("Research").

1.2. TECHNICAL REPORTS. UNIVERSITY will furnish to SPONSOR written progress reports of the Research in such detail that SPONSOR reasonably requests and if requested, a final report summarizing the Research and results within ninety (90) days following expiration of this Agreement.

1.3. PRINCIPAL INVESTIGATOR. The Principal Investigator who will direct the Research for UNIVERSITY is Dr. Daniel Abrams. If the Principal Investigator becomes unable to perform this Agreement for any reason, UNIVERSITY may appoint a successor Principal Investigator with SPONSOR's written approval. Either Party may terminate this Agreement in accordance with Section 3.4 if the Parties cannot agree on an acceptable successor within a reasonable time.

1.4. EQUIPMENT/SUPPLIES. Title to all equipment and property purchased by UNIVERSITY under this Agreement will be in and remain with UNIVERSITY even after completion or termination of the Agreement.

2.0. FINANCIAL

2.1. RESEARCH COSTS. SPONSOR will pay to UNIVERSITY the direct and the facilities and administration ("F&A") costs (collectively "Research Costs") that UNIVERSITY incurs in performing the Research. Neither UNIVERSITY nor SPONSOR is obligated to expend or pay, respectively, any funds in excess of the Research Costs for the Research. The F&A cost rate will remain in effect during the Term as described in Article 3.1.

2.2. PAYMENT SCHEDULE. SPONSOR will pay to UNIVERSITY the Research Costs in U.S. dollars as follows:

☒ This is a fixed-price agreement. Within 30 days of the Effective Date, SPONSOR will pay UNIVERSITY \$9,506.00 and thereafter as follows: \$9,704.00 on May 16, 2021; on May 16, 2022 \$9,909.00 for total compensation of \$29,119.00.

2.3. REMITTANCE. SPONSOR will pay UNIVERSITY through one of the following payment options:

(a) By check made payable to the "University of Illinois" and mailed to:

University of Illinois at Urbana-Champaign
Sponsored Programs Administration, Post-Award
28392 Network Place
Chicago, IL 60673-1283
U.S.A.

(b) By Automated Clearinghouse ("ACH") sent to UNIVERSITY's bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	10 South Dearborn Chicago, IL 60603-2300 USA
Nine-Digit Routing Transit Number	
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Account Number	
Type of Account	Checking

(c) Domestic/International Wire. By Wire transfer sent to UNIVERSITY's bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	4 New York Plaza, Fl 15 New York, NY 10004
Nine-Digit Routing Transit Number	
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Checking Account Number	
Swift Code:	
Type of Account:	Checking

3.0. TERM AND TERMINATION

3.1. TERM. This Agreement is effective on 05/16/20 ("Effective Date") and will terminate on 05/15/2023 unless sooner terminated in accordance with this Section 3 ("Term"). The Parties may extend the Term by written amendment.

3.2. TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement for convenience by providing 60 days' advance written notice to the other Party.

3.3. TERMINATION FOR BREACH. Upon material breach, the aggrieved Party may terminate this Agreement provided that the breaching Party fails to cure the breach within 30 days after receipt of written notice. This remedy is in addition to any other remedies available at law.

3.4. IMMEDIATE TERMINATION. Either Party may terminate this Agreement effective immediately upon notice to the other if: (a) the Parties cannot agree on an acceptable successor Principal Investigator; (b) SPONSOR has been declared insolvent, ceases (or threatens to cease) to carry on its business; or an administrator or receiver has been appointed over all or part of its assets; (c) SPONSOR's failure to pay promptly; or (d) either Party is debarred or excluded from participating in any government program.

3.5. EFFECT OF TERMINATION. If SPONSOR terminates this Agreement for convenience, SPONSOR will pay for all Research Costs incurred through the date of termination, including all non-cancelable obligations, even though the obligations may extend beyond the termination date. For any other termination, SPONSOR will pay UNIVERSITY for all Research Costs incurred through the termination date. Termination will not affect the Parties' rights and obligations accrued prior to termination.

4.0. CONFIDENTIAL INFORMATION

4.1. CONFIDENTIALITY OBLIGATION. Each Party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other Party in connection with the Research that the disclosing Party intends to remain secret from third parties on the grounds that its disclosure would either cause the disclosing Party competitive harm or waive a privilege granted by law ("Confidential Information"); provided, however, that each Party may share Confidential Information with third parties to the extent necessary to perform the Research under terms consistent with this Agreement. For written disclosures, the Party disclosing Confidential Information will mark the information "Confidential" at the time of disclosure. For oral or visual disclosures, the Party disclosing Confidential Information will designate the information "Confidential" at the time of disclosure and confirm such designation in writing to the other Party no later than 30 days after disclosure. Except as provided in Section 6.2, each Party's obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing Party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not known to be under a confidentiality obligation to disclosing Party; (d) is explicitly approved for release by written authorization of disclosing Party; (e) is or has been developed by recipient independent of recipient's access to disclosing Party's Confidential Information; or (f) is required by law or court order to be disclosed. In no event will either Party be in breach of this Agreement for its good faith compliance with applicable law.

4.2. RESPONSE TO INFORMATION REQUESTS. If UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process or administrative order to disclose Confidential Information, UNIVERSITY will use reasonable efforts to provide prompt notice to SPONSOR and will reasonably cooperate with SPONSOR to protect any SPONSOR Confidential Information.

5.0. PUBLICATION/PUBLIC PRESENTATIONS

5.1. REVIEW PERIOD. UNIVERSITY researchers may publish or publicly disclose non-confidential Research results without SPONSOR interference after providing SPONSOR a 30-day period for review and comment. Upon written notice by SPONSOR that the proposed publication contains SPONSOR Confidential Information or enabling disclosures of Inventions (as defined below), UNIVERSITY will either revise the publication to eliminate such disclosures, or will delay publication for a limited period in its discretion to allow for preparation and filing of U.S. patent applications. UNIVERSITY will consider comments provided by SPONSOR and work with SPONSOR in good faith to endeavor to resolve all outstanding publication issues, prior to proceeding with the publication or public disclosure, but in no event will UNIVERSITY's ability to publish or publicly disclose its own research results or non-confidential information be denied by SPONSOR.

The Parties will cooperate so that student theses or dissertations are not adversely affected by any delay.

5.2. COPIES OF PUBLICATIONS. UNIVERSITY will furnish SPONSOR with a copy of any publications resulting from the Research.

5.3. ACKNOWLEDGMENT. Each Party will acknowledge the contributions of the other Party in publications or public presentations as scientifically appropriate.

6.0. INTELLECTUAL PROPERTY

6.1. INVENTIONS. "Inventions" means those potentially patentable discoveries, including pending patent applications and issued patents, first conceived and actually reduced to practice in performance of the Research. UNIVERSITY shall own all Inventions first conceived and actually reduced to practice solely by UNIVERSITY employees ("UNIVERSITY Inventions"). SPONSOR shall own all Inventions otherwise first conceived and actually reduced to practice solely by SPONSOR employees ("SPONSOR Inventions"). The Parties shall jointly own all Inventions first conceived and actually reduced to practice by both UNIVERSITY and SPONSOR employees ("Joint Inventions").

6.2. CONFIDENTIALITY OF INVENTION DISCLOSURES. UNIVERSITY will promptly notify SPONSOR of any Invention disclosure received by its Office of Technology Management ("OTM"). SPONSOR shall treat all UNIVERSITY Invention disclosures as Confidential Information. Notwithstanding Section 4.1, SPONSOR's obligation of confidentiality for Invention disclosures shall continue until the Confidential Information becomes publicly available through no fault of SPONSOR. Each Party will promptly notify the other of any Joint Inventions.

6.3. PATENTS

6.3.1. PATENT FILING. At SPONSOR's request and expense, UNIVERSITY will file patent applications in the United States and in foreign countries for UNIVERSITY or Joint Inventions. For Joint Inventions, SPONSOR may, with UNIVERSITY approval, control the patent application filing, prosecution and maintenance. SPONSOR will make any filing request to UNIVERSITY in writing and within 60 days of UNIVERSITY's notice of Invention disclosure. UNIVERSITY will keep SPONSOR promptly informed regarding the status of any patent application filed at SPONSOR's expense and will give SPONSOR reasonable opportunity to comment. If SPONSOR elects not to have UNIVERSITY file patent applications, then UNIVERSITY may, at its discretion and at its expense, file patent applications in the United States and in foreign countries for any UNIVERSITY or Joint Invention.

6.3.2. FOREIGN FILING ELECTION. SPONSOR will notify UNIVERSITY of any foreign countries in which SPONSOR desires a license at least 60 days prior to the respective foreign filing due date.

6.3.3. COSTS. If SPONSOR requests UNIVERSITY to file a patent application or if SPONSOR elects to license UNIVERSITY Inventions, SPONSOR will pay UNIVERSITY, within 30 days of invoice date, all documented costs to secure and maintain the patents.

6.4 LICENSING. In consideration of SPONSOR's support of the Research, UNIVERSITY grants to SPONSOR the following:

6.4.1 NON-COMMERCIAL USE LICENSE. A non-exclusive, non-transferable, royalty-free license to practice each UNIVERSITY Invention for non-commercial purposes.

6.4.2 COMMERCIAL USE LICENSE.

A. UNIVERSITY INVENTIONS: The option to negotiate a royalty-bearing commercial license in a designated field of use and territory, for either non-exclusive or exclusive rights in each UNIVERSITY Invention, which SPONSOR may elect by written notice to UNIVERSITY no later than six months after UNIVERSITY's notice of Invention disclosure. The negotiation period for the license shall be three months from the date of notice of election. If the parties have not entered into a license before the end of the negotiation period, then UNIVERSITY may license the Invention to third parties without further obligation to SPONSOR.

B. JOINT INVENTIONS: The option to negotiate an exclusive, royalty-bearing commercial license in a designated field of use and territory which SPONSOR may elect by written notice to UNIVERSITY no later than six months after UNIVERSITY's notice of Invention disclosure. The negotiation period for the license shall be three months from the date of notice of election. If the parties have not entered into a license before the end of the negotiation period, then UNIVERSITY may non-exclusively license its interest in the Joint Invention to third parties without further obligation to SPONSOR.

6.5. BACKGROUND INTELLECTUAL PROPERTY. Nothing in this Agreement grants to either Party any rights or interest in the other Party's Background Intellectual Property. "Background Intellectual Property" means (a) all works of authorship created outside the scope of this Agreement and (b) potentially patentable discoveries, including pending patent applications and issued patents, conceived or first reduced to practice outside the scope of this Agreement. Any Background Intellectual Property that is reasonably anticipated by the Principal Investigator to be required to perform the Research or to practice the results thereof will be specified in an exhibit to this Agreement.

6.6. CREATE ACT. The Parties agree by marking this box ☐ that this Agreement constitutes a "joint research agreement" as that term is defined by the Cooperative Research and Technology Enhancement Act of 2004, pre-America Invents Act ("AIA") 35 U.S.C. § 103(c) and/or AIA USC 102(c) and 100(h). In the event of any Inventions, the Parties will reasonably cooperate in invoking the CREATE Act and its companion regulations to overcome an obviousness or novelty rejection of a patent application.

6.7 COPYRIGHTS AND SOFTWARE

6.7.1. OWNERSHIP. Title to all original works of authorship created in performance of the Research and in which copyright may be claimed ("Copyrightable Works") shall vest initially in the author, subject to

the policies of the Party that employs the author. Any joint work, as that term is defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, as amended, shall be jointly owned, but co-owners shall have no duty of accounting for any profits.

6.7.2. INTERNAL USE LICENSE. UNIVERSITY grants to SPONSOR a non-exclusive, royalty-free license to use, reproduce, prepare derivative works, display, distribute and perform all UNIVERSITY-owned Copyrightable Works (including any computer software and its documentation and/or databases first developed and delivered) for SPONSOR's non-commercial purposes, provided that SPONSOR shall not have the right to market or sublicense the Copyrightable Works or distribute copies or derivative works to third parties unless such rights are provided for in a separate distribution or licensing agreement.

7.0. DELIVERABLES. "Deliverables" are those tangible (corporeal) items, as distinguished from intangible (intellectual) property, produced in performance of the Research and identified as a Deliverable in Exhibit A. UNIVERSITY shall hold title to all original data, information and results generated by UNIVERSITY in performance of the Research along with all corresponding intellectual property rights; provided however, that title to tangible items will vest in SPONSOR upon delivery by UNIVERSITY. SPONSOR shall retain ownership of all tangible items supplied by SPONSOR to UNIVERSITY to perform the Research. UNIVERSITY retains the right to use the Deliverables for research and academic purposes. To be clear, all methodologies, technologies and know-how described in the Deliverables or used by UNIVERSITY to create the Deliverables shall be considered intellectual property and subject to ownership and licensing rights under Article 6.

8.0. DISCLAIMER OF WARRANTIES. UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. UNIVERSITY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO DATA, INVENTIONS, COPYRIGHTABLE WORKS, DELIVERABLES, OR OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY.

9.0. LIMITATION OF/RELEASE FROM LIABILITY

9.1. LIMITATION OF LIABILITY. UNIVERSITY SHALL NOT BE LIABLE TO SPONSOR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES (INCLUDING LOST REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC LOSS OR DAMAGE) HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (WHETHER FOR BREACH OR IN TORT, INCLUDING NEGLIGENCE) ARISING FROM, RELATED TO, OR CONNECTED WITH SPONSOR'S USE OF DATA, INVENTIONS, COPYRIGHTABLE WORKS, DELIVERABLES, OR ANY OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY, EVEN IF UNIVERSITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9.2. RELEASE FROM LIABILITY. SPONSOR releases UNIVERSITY and its Trustees, officers, employees, and agents from all liability, and shall be responsible, for any and all costs, damages, and expenses, including attorney fees, arising from any claims, damages, and liabilities asserted by third parties in connection with or arising from SPONSOR's use of data, Inventions, Copyrightable Works, Deliverables, or any other Research results provided by UNIVERSITY.

10.0. GENERAL PROVISIONS

10.1. FISCAL MANAGEMENT. UNIVERSITY will maintain complete and accurate accounting records in accordance with accepted accounting practices for institutions of higher education. UNIVERSITY will make the accounting records available for inspection and audit by SPONSOR or its authorized agent, at

reasonable times upon reasonable notice at SPONSOR's expense for three years following the end of UNIVERSITY's fiscal year (July 1 - June 30) in which Research Costs are incurred.

10.2. USE OF NAMES. Neither Party will use the name of the other in any form of advertising or publicity without the express written permission of the other Party. SPONSOR shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor for Public Affairs, University of Illinois via email at publicaffairs@illinois.edu.

10.3. RELATIONSHIP OF THE PARTIES. Neither Party is agent, employee, legal representative, partner or joint venturer of the other. Neither Party has the power or right to bind or commit the other.

10.4. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of law provisions.

10.5. THIRD PARTY BENEFICIARIES. This Agreement does not create any rights, or rights of enforcement, in third parties.

10.6. SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement legally invalid or unenforceable, such finding will not affect the validity or enforceability of any other provision of this Agreement and the Parties will continue to perform. If the Agreement cannot be performed in the absence of the provision, this Agreement will terminate upon 30 days' written notice by one Party to the other Party.

10.7. MERGER. This Agreement and all attachments embody the entire understanding of the Parties and will supersede all previous or contemporaneous communications, either verbal or written, between the Parties relating to this Agreement. Purchase orders, or similar payment instruments, issued after this Agreement is signed do not amend or supplement the terms of this Agreement but are issued as a payment mechanism only.

10.8. AMENDMENTS. No modification to this Agreement will be effective unless confirmed in a written amendment signed by each Party's authorized representative.

10.9. COUNTERPARTS. The Parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Facsimile or scanned PDF signatures shall constitute original signatures for all purposes.

10.10. ASSIGNMENTS. This Agreement shall bind, and inure to the benefit of, the Parties and any successors to substantially the entire assets of the respective Party. Neither Party may assign this Agreement without first obtaining the prior written consent of the other Party, and any attempted assignment is void.

10.11. FORCE MAJEURE. Each Party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

10.12. EXPORT CONTROL. Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The

transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by SPONSOR that SPONSOR will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.

Prior to providing UNIVERSITY with any items subject to export control laws, SPONSOR will notify UNIVERSITY and identify the items at issue and the applicable export control laws. If the items are subject to the Export Administration Regulations ("EAR"), SPONSOR will either furnish to UNIVERSITY the applicable Export Control Classification Numbers or indicate that EAR 99 applies. If the items are subject to the International Traffic in Arms Regulations ("ITAR"), SPONSOR will notify UNIVERSITY of the relevant United States Munitions List ("USML") categories and subcategories. UNIVERSITY may decline to accept any export-controlled items. SPONSOR will direct all notices given under this section to UNIVERSITY's Export Compliance Officer, Sponsored Programs Administration; 1901 South First Street, Champaign, IL 61820; email: exportcontrols@illinois.edu

10.13. RESOLUTION OF DISPUTES. The Parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the Parties cannot resolve any dispute amicably through negotiation, either Party may terminate this Agreement in accordance with Article 3.0.

10.14. SURVIVAL. All terms of this Agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.

10.15. WAIVER. No waiver of any right, remedy, power or privilege by any Party under this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.

10.16. NOTICES. Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) confirmed receipt of email; (d) return receipt of postage prepaid registered or certified mail; or (e) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by a Party by written notice to the other Party in accordance with this section:

UNIVERSITY: *For matters related to the Sponsored Research Agreement:*

University of Illinois
Director Pre-Award, Sponsored Programs Administration
1901 South First Street
Champaign, IL 61820-7406
Telephone: (217) 333-2187
Fax: (217) 239-6830
Email: spa@illinois.edu

UNIVERSITY: *For matters related to intellectual property and licensing:*

University of Illinois
Director, Office of Technology Management
319 Ceramics Building
105 South Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 333-7862
Fax: (217) 265-5530
Email: otm@illinois.edu

SPONSOR: Joseph Darter, Property Manager
109 E. Olive St.
Bloomington, IL 61701
Telephone: 309-434-225
Fax: n/a
Email: jdarter@cityblm.org

10.17. AUTHORIZED SIGNATORIES. Each Party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract.

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS



Avijit Ghosh, Comptroller

Date 05/20/2020



Signature of Comptroller Delegate

Julie Robinson, Associate Director

Printed Name and Title of Comptroller Delegate

SPONSOR

Signature

Name and Title of Authorized Signatory

Date _____

UNDERSTOOD AND AGREED:



Principal Investigator

Approved for form by University Counsel: 06/01/2018

**Groundwater-Level Monitoring in McLean, Tazewell, and Logan Counties.
Development of a Sub-Network With Automated Data Collection and Retrieval**

SUMMARY

This proposal is being submitted to enhance the groundwater level network currently being monitored by the Illinois State Water Survey through a contract with the Long Range Water Plan Steering Committee. The focus of the network is to maintain a record of groundwater level fluctuations in the aquifers west of Bloomington-Normal. The work proposed is to maintain automated recorders and telemetry at 9 wells for continuous water level monitoring. Six of the wells are currently part of the LRWPSC network, 3 additional wells are near Bloomington's water supply lakes north of Bloomington-Normal. This proposed effort, an enhancement of the monitoring conducted from 1999 to date, is proposed for three years duration from May 16, 2020 to May 15, 2023. The project includes maintaining transducers and cell phone telemetry in 9 wells, regular downloads of those data, yearly reporting of the data, and display of the continuous data on a public website hosted by the ISWS. The wells will also be hand measured quarterly and the sites will be mowed twice a year as part of the existing contract with the LRWPSC.

SCOPE OF EFFORT

Task 1: Calibration and data checking. The equipment will be calibrated onsite and diagnostics will be ran to ensure that the stations are functioning properly.

Task 2: Data collection and reduction. The data will be regularly downloaded at the ISWS. Those data will be reported both in the regular letter sent annually to the LRWPSC. Any issues with the equipment at the 9 wells will be reported for discussion directly to Bloomington.

Task 3: Providing near real time data on the web. The ISWS has provisional pages for displaying real-time data from monitoring wells with telemetry stations on the web. However, efforts are currently in place to upgrade our web services so that these pages will also include hand measurements, transducer data not connected to telemetry, and attributes of each well (depth, location, etc.). All data is currently stored in an ISWS internal database that contains a record of every water level measurement of these wells, since their installation in the early 1990's.

Task 4: Provide annual summaries, with hydrographs. An annual summary, consisting of a letter report and hydrographs for each measuring point will be submitted at the end of each year as part of the annual letter report sent to the larger

network funded through the LRWPSC.

Costs include fringe benefits and travel costs reflective of ISWS staff conducting the well measurements and maintenance.

BUDGET

	Yr1	Yr2	Yr3	Total
Salary				
Acad Prof (1.0 m)	4412	4544	4680	13636
Fringe Benefits				
36.93% - AP	1630	1678	1728	5036
Supplies	1000	1000	1000	3000
Travel	600	600	600	1800
Contractual	1000	1000	1000	3000
Total Direct Costs	8641	8822	9008	26472
Indirect Costs (10%)	864	882	901	2647
Total Cost	9506	9704	9909	29119

BUDGET JUSTIFICATION

Personnel – Total \$13,636

Field Technician @ 1 month per year for the length of the project to measure wells, download telemetry data, conduct QA/QC on the data, and enter the data into the ISWS database, as well as assist in development of the annual letter report.

Fringe Benefits – Total \$5,036

Fringe Benefits are 36.93% of salary for full time staff, as approved by Office of Naval Research for UIUC.

Materials and Supplies – Total \$3,000

Supplies are in support of the field effort, batteries, and site maintenance related to having telemetry systems on these wells.

Travel – Total \$1,800

Travel is to measure and download data to verify telemetry data at the wells, as well as go to additional locations north of Bloomington, as well as any repairs needed to well installations during the project.

Contractual – Total \$3,000

Contractual services include telemetry cell phone charges for sending data to the ISWS.

Indirect Costs – Total \$2,647

Indirect cost rate is 10.0% for a local government entity, the City of Bloomington.



SPONSORED RESEARCH AGREEMENT

This Sponsored Research Agreement ("Agreement") is between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic organized and existing under the laws of the State of Illinois, doing business on its Urbana-Champaign campus through Sponsored Programs Administration, 1901 South First Street, Suite A, Champaign IL 61820-7406 ("UNIVERSITY"), and City of Bloomington, organized and existing under the laws of Illinois with its principal offices at 109 E. Olive St. Bloomington, IL 61701 ("SPONSOR"). The parties may be referred to individually as "Party" and collectively as the "Parties".

The Parties contemplate that the research to be performed under this Agreement will be of mutual interest and benefit; and

UNIVERSITY has determined that the research will further the instructional, research, public service or economic development objectives of UNIVERSITY consistent with its status as a public institution of higher education.

NOW, THEREFORE, the Parties agree:

1.0. THE RESEARCH

1.1. STATEMENT OF WORK. UNIVERSITY will use reasonable efforts to perform the research project titled Groundwater Level Monitoring and more fully described in the statement of work attached to this Agreement as Exhibit A ("Research").

1.2. TECHNICAL REPORTS. UNIVERSITY will furnish to SPONSOR written progress reports of the Research in such detail that SPONSOR reasonably requests and if requested, a final report summarizing the Research and results within ninety (90) days following expiration of this Agreement.

1.3. PRINCIPAL INVESTIGATOR. The Principal Investigator who will direct the Research for UNIVERSITY is Steven Wilson. If the Principal Investigator becomes unable to perform this Agreement for any reason, UNIVERSITY may appoint a successor Principal Investigator with SPONSOR's written approval. Either Party may terminate this Agreement in accordance with Section 3.4 if the Parties cannot agree on an acceptable successor within a reasonable time.

1.4. EQUIPMENT/SUPPLIES. Title to all equipment and property purchased by UNIVERSITY under this Agreement will be in and remain with UNIVERSITY even after completion or termination of the Agreement.

2.0. FINANCIAL

2.1. RESEARCH COSTS. SPONSOR will pay to UNIVERSITY the direct and the facilities and administration ("F&A") costs (collectively "Research Costs") that UNIVERSITY incurs in performing the Research. Neither UNIVERSITY nor SPONSOR is obligated to expend or pay, respectively, any funds in excess of the Research Costs for the Research. The F&A cost rate will remain in effect during the Term as described in Article 3.1.

Agreement #

087020

2.2. PAYMENT SCHEDULE. SPONSOR will pay to UNIVERSITY the Research Costs in U.S. dollars as follows:

☐ This is a cost-reimbursement agreement. No more frequently than monthly, UNIVERSITY will submit invoices to SPONSOR evidencing the actual Research Costs described in Exhibit B ("Budget") and incurred by UNIVERSITY in performing the Research. SPONSOR will pay the full amount due within 30 days from its receipt of an invoice.

X ☐ This is a fixed-price agreement. Within 30 days of the Effective Date, SPONSOR will pay UNIVERSITY \$ 8,046.00 and thereafter as follows: \$8,172.0 on May 16, 2018; \$8,301.00 on May 16, 2019 for total compensation of \$ 24,519.

2.3. REMITTANCE. SPONSOR will pay UNIVERSITY through one of the following payment options:

(a) By check made payable to the "University of Illinois" and mailed to:

University of Illinois at Urbana-Champaign
Sponsored Programs Administration, Post-Award
28392 Network Place
Chicago, IL 60673-1283
U.S.A.

(b) By Automated Clearinghouse ("ACH") sent to UNIVERSITY's bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	10 South Dearborn Chicago, IL 60603-2300 USA
Nine-Digit Routing Transit Number	071000013
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Account Number	616002911
Type of Account	Checking

(c) Domestic/International Wire. By Wire transfer sent to UNIVERSITY's bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	4 New York Plaza, FI 15 New York, NY 10004
Nine-Digit Routing Transit Number	021000021
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Checking Account Number	616002911
Swift Code:	CHASUS33XXX
Type of Account:	Checking

3.0. TERM AND TERMINATION

3.1. TERM. This Agreement is effective on 09 OCTOBER 2017 ("Effective Date") and will terminate on 15 May 2020 unless sooner terminated in accordance with this Section 3 ("Term"). The Parties may extend the Term by written amendment.

3.2. TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement for convenience by providing 60 days' advance written notice to the other Party.

3.3. TERMINATION FOR BREACH. Upon material breach, the aggrieved Party may terminate this Agreement provided that the breaching Party fails to cure the breach within 30 days after receipt of written notice. This remedy is in addition to any other remedies available at law.

3.4. IMMEDIATE TERMINATION. Either Party may terminate this Agreement effective immediately upon notice to the other if: (a) the Parties cannot agree on an acceptable successor Principal Investigator; (b) SPONSOR has been declared insolvent, ceases (or threatens to cease) to carry on its business; or an administrator or receiver has been appointed over all or part of its assets; (c) SPONSOR's failure to pay promptly; or (d) either Party is debarred or excluded from participating in any government program.

3.5. EFFECT OF TERMINATION. If SPONSOR terminates this Agreement for convenience, SPONSOR will pay for all Research Costs incurred through the date of termination, including all non-cancelable obligations, even though the obligations may extend beyond the termination date. For any other termination, SPONSOR will pay UNIVERSITY for all Research Costs incurred through the termination date. Termination will not affect the Parties' rights and obligations accrued prior to termination.

4.0. CONFIDENTIAL INFORMATION

4.1. CONFIDENTIALITY OBLIGATION. Each Party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other Party in connection with the Research that the disclosing Party intends to remain secret from third parties on the grounds that its disclosure would either cause the disclosing Party competitive harm or waive a privilege granted by law ("Confidential Information"); provided, however, that each Party may share Confidential Information with third parties to the extent necessary to perform the Research under terms consistent with this Agreement. For written disclosures, the Party disclosing Confidential Information will mark the information "Confidential" at the time of disclosure. For oral or visual disclosures, the Party disclosing Confidential Information will designate the information "Confidential" at the time of disclosure and confirm such designation in writing to the other Party no later than 30 days after disclosure. Except as provided in Section 6.2, each Party's obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing Party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not known to be under a confidentiality obligation to disclosing Party; (d) is explicitly approved for release by written authorization of disclosing Party; (e) is or has been developed by recipient independent of recipient's access to disclosing Party's Confidential Information; or (f) is required by law or court order to be disclosed. In no event will either Party be in breach of this Agreement for its good faith compliance with applicable law.

4.2. RESPONSE TO INFORMATION REQUESTS. If UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process or administrative order to disclose Confidential Information, UNIVERSITY will use reasonable efforts to provide prompt notice to SPONSOR and will reasonably cooperate with SPONSOR to protect any SPONSOR Confidential Information.

5.0. PUBLICATION/PUBLIC PRESENTATIONS

5.1. REVIEW PERIOD. UNIVERSITY researchers may publish or publicly disclose non-confidential Research results without SPONSOR interference after providing SPONSOR a 30-day period for review and comment. Upon written notice by SPONSOR that the proposed publication contains SPONSOR Confidential Information or enabling disclosures of Inventions (as defined below), UNIVERSITY will either revise the publication to eliminate such disclosures, or will delay publication for a limited period in its discretion to allow for preparation and filing of U.S. patent applications. UNIVERSITY will consider comments provided by SPONSOR and work with SPONSOR in good faith to endeavor to resolve all outstanding publication issues, prior to proceeding with the publication or public disclosure, but in no event will UNIVERSITY's ability to publish or publicly disclose its own research results or non-confidential information be denied by SPONSOR.

The Parties will cooperate so that student theses or dissertations are not adversely affected by any delay.

5.2. COPIES OF PUBLICATIONS. UNIVERSITY will furnish SPONSOR with a copy of any publications resulting from the Research.

5.3. ACKNOWLEDGMENT. Each Party will acknowledge the contributions of the other Party in publications or public presentations as scientifically appropriate.

6.0. INTELLECTUAL PROPERTY

6.1. INVENTIONS. "Inventions" means those potentially patentable discoveries, including pending patent applications and issued patents, first conceived and actually reduced to practice in performance of the Research. UNIVERSITY shall own all Inventions first conceived and actually reduced to practice solely by UNIVERSITY employees ("UNIVERSITY Inventions"). SPONSOR shall own all Inventions otherwise first conceived and actually reduced to practice solely by SPONSOR employees ("SPONSOR Inventions"). The Parties shall jointly own all Inventions first conceived and actually reduced to practice by both UNIVERSITY and SPONSOR employees ("Joint Inventions").

6.2. CONFIDENTIALITY OF INVENTION DISCLOSURES. UNIVERSITY will promptly notify SPONSOR of any Invention disclosure received by its Office of Technology Management ("OTM"). SPONSOR shall treat all UNIVERSITY Invention disclosures as Confidential Information. Notwithstanding Section 4.1, SPONSOR's obligation of confidentiality for Invention disclosures shall continue until the Confidential Information becomes publicly available through no fault of SPONSOR. Each Party will promptly notify the other of any Joint Inventions.

6.3. PATENTS

6.3.1. PATENT FILING. At SPONSOR's request and expense, UNIVERSITY will file patent applications in the United States and in foreign countries for UNIVERSITY or Joint Inventions. For Joint Inventions, SPONSOR may, with UNIVERSITY approval, control the patent application filing, prosecution and maintenance. SPONSOR will make any filing request to UNIVERSITY in writing and within 60 days of UNIVERSITY's notice of Invention disclosure. UNIVERSITY will keep SPONSOR promptly informed regarding the status of any patent application filed at SPONSOR's expense and will give SPONSOR reasonable opportunity to comment. If SPONSOR elects not to have UNIVERSITY file patent applications, then UNIVERSITY may, at

its discretion and at its expense, file patent applications in the United States and in foreign countries for any UNIVERSITY or Joint Invention.

6.3.2. FOREIGN FILING ELECTION. SPONSOR will notify UNIVERSITY of any foreign countries in which SPONSOR desires a license at least 60 days prior to the respective foreign filing due date.

6.3.3. COSTS. If SPONSOR requests UNIVERSITY to file a patent application or if SPONSOR elects to license UNIVERSITY Inventions, SPONSOR will pay UNIVERSITY, within 30 days of invoice date, all documented costs to secure and maintain the patents.

6.4 LICENSING. In consideration of SPONSOR's support of the Research, UNIVERSITY grants to SPONSOR the following:

6.4.1 NON-COMMERCIAL USE LICENSE. A non-exclusive, non-transferable, royalty-free license to practice each UNIVERSITY Invention for non-commercial purposes.

6.4.2 COMMERCIAL USE LICENSE.

A. UNIVERSITY INVENTIONS: The option to negotiate a royalty-bearing commercial license in a designated field of use and territory, for either non-exclusive or exclusive rights in each UNIVERSITY Invention, which SPONSOR may elect by written notice to UNIVERSITY no later than six months after UNIVERSITY's notice of Invention disclosure. The negotiation period for the license shall be three months from the date of notice of election. If the parties have not entered into a license before the end of the negotiation period, then UNIVERSITY may license the Invention to third parties without further obligation to SPONSOR.

B. JOINT INVENTIONS: The option to negotiate an exclusive, royalty-bearing commercial license in a designated field of use and territory which SPONSOR may elect by written notice to UNIVERSITY no later than six months after UNIVERSITY's notice of Invention disclosure. The negotiation period for the license shall be three months from the date of notice of election. If the parties have not entered into a license before the end of the negotiation period, then UNIVERSITY may non-exclusively license its interest in the Joint Invention to third parties without further obligation to SPONSOR.

6.5. BACKGROUND INTELLECTUAL PROPERTY. Nothing in this Agreement grants to either Party any rights or interest in the other Party's Background Intellectual Property. "Background Intellectual Property" means (a) all works of authorship created outside the scope of this Agreement and (b) potentially patentable discoveries, including pending patent applications and issued patents, conceived or first reduced to practice outside the scope of this Agreement. Any Background Intellectual Property that is reasonably anticipated by the Principal Investigator to be required to perform the Research or to practice the results thereof will be specified in an exhibit to this Agreement.

6.6. CREATE ACT. The Parties agree by marking this box ☐ that this Agreement constitutes a "joint research agreement" as that term is defined by the Cooperative Research and Technology Enhancement Act of 2004, pre-America Invents Act ("AIA") 35 U.S.C. § 103(c) and/or AIA USC 102(c) and 100(h). In the event of any Inventions, the Parties will reasonably cooperate in invoking the CREATE Act and its companion regulations to overcome an obviousness or novelty rejection of a patent application.

6.7 COPYRIGHTS AND Software

6.7.1. OWNERSHIP. Title to all original works of authorship created in performance of the Research and in which copyright may be claimed ("Copyrightable Works") shall vest initially in the author, subject to the policies of the Party that employs the author. Any joint work, as that term is defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, as amended, shall be jointly owned, but co-owners shall have no duty of accounting for any profits.

6.7.2. INTERNAL USE LICENSE. UNIVERSITY grants to SPONSOR a non-exclusive, royalty-free license to use, reproduce, prepare derivative works, display, distribute and perform all UNIVERSITY-owned Copyrightable Works (including any computer software and its documentation and/or databases first developed and delivered) for SPONSOR's non-commercial purposes, provided that SPONSOR shall not have the right to market or sublicense the Copyrightable Works or distribute copies or derivative works to third parties unless such rights are provided for in a separate distribution or licensing agreement.

7.0. DELIVERABLES. "Deliverables" are those tangible (corporeal) items, as distinguished from intangible (intellectual) property, produced in performance of the Research and identified as a Deliverable in Exhibit A. UNIVERSITY shall hold title to all original data, information and results generated by UNIVERSITY in performance of the Research along with all corresponding intellectual property rights; provided however, that title to tangible items will vest in SPONSOR upon delivery by UNIVERSITY. SPONSOR shall retain ownership of all tangible items supplied by SPONSOR to UNIVERSITY to perform the Research. UNIVERSITY retains the right to use the Deliverables for research and academic purposes. To be clear, all methodologies, technologies and know-how described in the Deliverables or used by UNIVERSITY to create the Deliverables shall be considered intellectual property and subject to ownership and licensing rights under Article 6.

8.0. DISCLAIMER OF WARRANTIES. UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. UNIVERSITY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO DATA, INVENTIONS, COPYRIGHTABLE WORKS, DELIVERABLES, OR OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY.

9.0. LIMITATION OF/RELEASE FROM LIABILITY

9.1. LIMITATION OF LIABILITY. UNIVERSITY SHALL NOT BE LIABLE TO SPONSOR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES (INCLUDING LOST REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC LOSS OR DAMAGE) HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (WHETHER FOR BREACH OR IN TORT, INCLUDING NEGLIGENCE) ARISING FROM, RELATED TO, OR CONNECTED WITH SPONSOR'S USE OF DATA, INVENTIONS, COPYRIGHTABLE WORKS, DELIVERABLES, OR ANY OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY, EVEN IF UNIVERSITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9.2. RELEASE FROM LIABILITY. SPONSOR releases UNIVERSITY and its Trustees, officers, employees, and agents from all liability, and shall be responsible, for any and all costs, damages, and expenses, including attorney fees, arising from any claims, damages, and liabilities asserted by third parties in connection with or arising from SPONSOR's use of data,

Inventions, Copyrightable Works, Deliverables, or any other Research results provided by UNIVERSITY.

10.0. GENERAL PROVISIONS

10.1. FISCAL MANAGEMENT. UNIVERSITY will maintain complete and accurate accounting records in accordance with accepted accounting practices for institutions of higher education. UNIVERSITY will make the accounting records available for inspection and audit by SPONSOR or its authorized agent, at reasonable times upon reasonable notice at SPONSOR's expense for three years following the end of UNIVERSITY's fiscal year (July 1 - June 30) in which Research Costs are incurred.

10.2. USE OF NAMES. Neither Party will use the name of the other in any form of advertising or publicity without the express written permission of the other Party. SPONSOR shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor for Public Affairs, University of Illinois via email at publicaffairs@illinois.edu.

10.3. RELATIONSHIP OF THE PARTIES. Neither Party is agent, employee, legal representative, partner or joint venturer of the other. Neither Party has the power or right to bind or commit the other.

10.4. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of law provisions.

10.5. THIRD PARTY BENEFICIARIES. This Agreement does not create any rights, or rights of enforcement, in third parties.

10.6. SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement legally invalid or unenforceable, such finding will not affect the validity or enforceability of any other provision of this Agreement and the Parties will continue to perform. If the Agreement cannot be performed in the absence of the provision, this Agreement will terminate upon 30 days' written notice by one Party to the other Party.

10.7. MERGER. This Agreement and all attachments embody the entire understanding of the Parties and will supersede all previous or contemporaneous communications, either verbal or written, between the Parties relating to this Agreement. Purchase orders, or similar payment instruments, issued after this Agreement is signed do not amend or supplement the terms of this Agreement but are issued as a payment mechanism only.

10.8. AMENDMENTS. No modification to this Agreement will be effective unless confirmed in a written amendment signed by each Party's authorized representative.

10.9. COUNTERPARTS. The Parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Facsimile or scanned PDF signatures shall constitute original signatures for all purposes.

10.10. ASSIGNMENTS. This Agreement shall bind, and inure to the benefit of, the Parties and any successors to substantially the entire assets of the respective Party. Neither Party may assign this Agreement without first obtaining the prior written consent of the other Party, and any attempted assignment is void.

10.11. FORCE MAJEURE. Each Party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

10.12. EXPORT CONTROL. Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by SPONSOR that SPONSOR will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.

Prior to providing UNIVERSITY with any items subject to export control laws, SPONSOR will notify UNIVERSITY and identify the items at issue and the applicable export control laws. If the items are subject to the Export Administration Regulations ("EAR"), SPONSOR will either furnish to UNIVERSITY the applicable Export Control Classification Numbers or indicate that EAR 99 applies. If the items are subject to the International Traffic in Arms Regulations ("ITAR"), SPONSOR will notify UNIVERSITY of the relevant United States Munitions List ("USML") categories and subcategories. UNIVERSITY may decline to accept any export-controlled items. SPONSOR will direct all notices given under this section to UNIVERSITY's Export Compliance Officer, Sponsored Programs Administration; 1901 South First Street, Champaign, IL 61820; email: exportcontrols@illinois.edu

10.13. RESOLUTION OF DISPUTES. The Parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the Parties cannot resolve any dispute amicably through negotiation, either Party may terminate this Agreement in accordance with Article 3.0.

10.14. SURVIVAL. All terms of this Agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.

10.15. WAIVER. No waiver of any right, remedy, power or privilege by any Party under this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.

10.16. NOTICES. Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) confirmed receipt of email; (d) return receipt of postage prepaid registered or certified mail; or (e) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by a Party by written notice to the other Party in accordance with this section:

UNIVERSITY: *For matters related to the Sponsored Research Agreement:*

University of Illinois
Director Pre-Award, Sponsored Programs Administration
1901 South First Street
Champaign, IL 61820-7406
Telephone: (217) 333-2187
Fax: (217) 239-6830

Email: spapreaward@illinois.edu

UNIVERSITY: *For matters related to intellectual property and licensing:*

University of Illinois
Director, Office of Technology Management
319 Ceramics Building
105 South Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 333-7862
Fax: (217) 265-5530
Email: otm@illinois.edu

SPONSOR:

Telephone:
Fax:
Email:

10.17. AUTHORIZED SIGNATORIES. Each Party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract.

**THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS**


Avijit Ghosh, Interim Comptroller

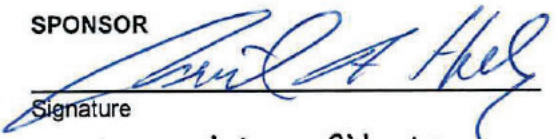
Date 10/19/17

UNDERSTOOD AND AGREED:


Principal Investigator

Approved for form by University Counsel: KAH 09/01/2017

SPONSOR


Signature

DAVID A. HALES, CITY MANAGER
Name and Title of Authorized Signatory

Date 10-30-17

ATTEST

By: 

**Groundwater-Level Monitoring in McLean, Tazewell, and Logan Counties.
Development of a Sub-Network With Automated Data Collection and Retrieval**

SUMMARY

This proposal is being submitted to enhance the groundwater level network currently being monitored by the Illinois State Water Survey through a contract with the Long Range Water Plan Steering Committee. The focus of the network is to maintain a record of groundwater level fluctuations in the aquifers west of Bloomington-Normal. The work proposed is to maintain automated recorders and telemetry at 9 wells for continuous water level monitoring. Six of the wells are currently part of the LRWPSC network, 3 additional wells are near Bloomington's water supply lakes north of Bloomington-Normal. This proposed effort, an enhancement of the monitoring conducted from 1999 to date, is proposed for three years duration from May 16, 2017 to May 15, 2020. The project includes maintaining transducers and cell phone telemetry in 9 wells, regular downloads of those data, yearly reporting of the data, and display of the continuous data on a public website hosted by the ISWS. The wells will also be hand measured quarterly and the sites will be mowed twice a year as part of the existing contract with the LRWPSC.

SCOPE OF EFFORT

Task 1: Calibration and data checking. The equipment will be calibrated onsite and diagnostics will be ran to ensure that the stations are functioning properly.

Task 2: Data collection and reduction. The data will be regularly downloaded at the ISWS. Those data will be reported both in the regular letter sent annually to the LRWPSC. Any issues with the equipment at the 9 wells will be reported for discussion directly to Bloomington.

Task 3: Providing near real time data on the web. The ISWS has struggled to develop its capabilities for displaying data on the web. However, efforts are currently in place to upgrade our web services so that this information can be placed on the ISWS website and made available to the public. We are working to develop capabilities similar to the USGS water level data availability on the web. The data will also be added to the ISWS internal database that contains a record of every water level measurement of these wells, since their installation in the early 1990's.

Task 4: Provide annual summaries, with hydrographs. An annual summary, consisting of a letter report and hydrographs for each measuring point will be submitted at the end of each year as part of the annual letter report sent to the larger

network funded through the LRWPSC.

Our long-time hourly employee, Jay Sheley, has left the ISWS. For this proposal, costs include fringe benefits and travel costs reflective of ISWS staff conducting the well measurements and maintenance.

BUDGET

	Yr1	Yr2	Yr3	Total
Salary				
Acad Prof (8%)	3956	4035	4116	12107
Fringe Benefits				
44.45% - AP	1759	1794	1830	5383
Supplies	300	300	300	900
Travel	600	600	600	1800
Contractual	700	700	700	2100
Total Direct Costs	7315	7429	7546	22290
Indirect Costs (10%)	731	743	755	2229
Total Cost	8046	8172	8301	24519

BUDGET JUSTIFICATION

Personnel – Total \$12,107

Field Technician@ 8% for the length of the project to measure wells, download telemetry data, conduct QA/QC on the data, and enter the data into the ISWS database, as well as assist in development of the annual letter report.

Fringe Benefits – Total \$5,383

Fringe Benefits are 44.55% of salary for full time staff, as approved by Office of Naval Research for UIUC.

Materials and Supplies – Total \$900

Supplies are in support of the field effort, batteries, and site maintenance related to having telemetry systems on these wells.

Travel – Total \$1,800

Travel is to measure and download data to verify telemetry data at the wells, as well as go to additional locations north of Bloomington, as well as any repairs needed to well installations during the project.

Contractual – Total \$2,100

Contractual services include telemetry cell phone charges for sending data to the ISWS.

Indirect Costs – Total \$2,229

Indirect cost rate is 10.0% for a local government entity, the City of Bloomington.

Yellow Highlights with an X indicate the location of Enhanced Monitoring Wells

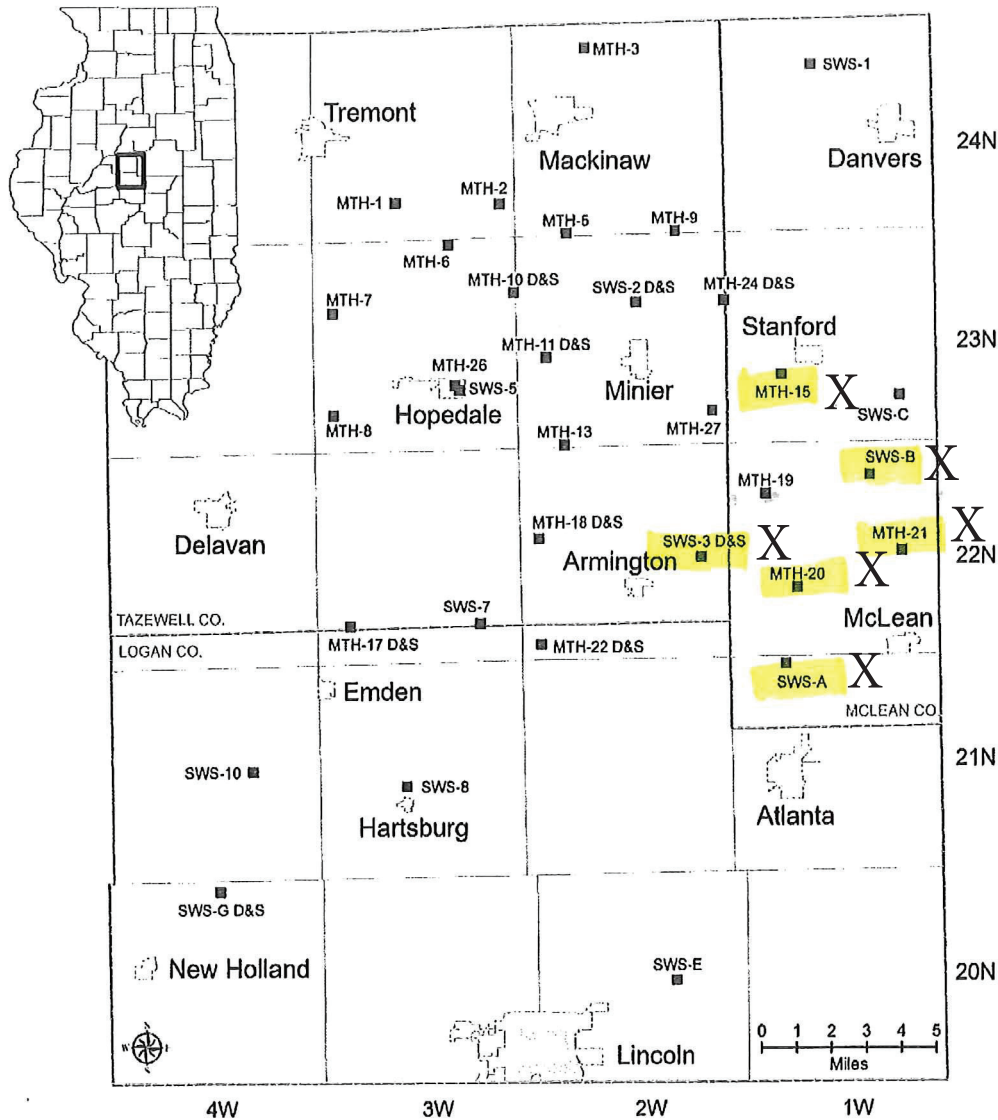


Figure 1. Location of Observation Wells -

All wells are part of the Long Range Water Planning Steering Committee (LRWPSC) network. The wells highlighted in yellow represent the 9 wells (7 in this graph on 2 on second page) that received telemetry devices provided by the City of Bloomington Water Department.

These 9 wells were installed with telemetry devices as part of the Interim Water Supply Plan of 2010. Per the Interim Water Supply Plan, these wells were studied to ascertain whether or not they would be viable options to deliver water directly to the Water Treatment Plant. They are part of the ongoing study.

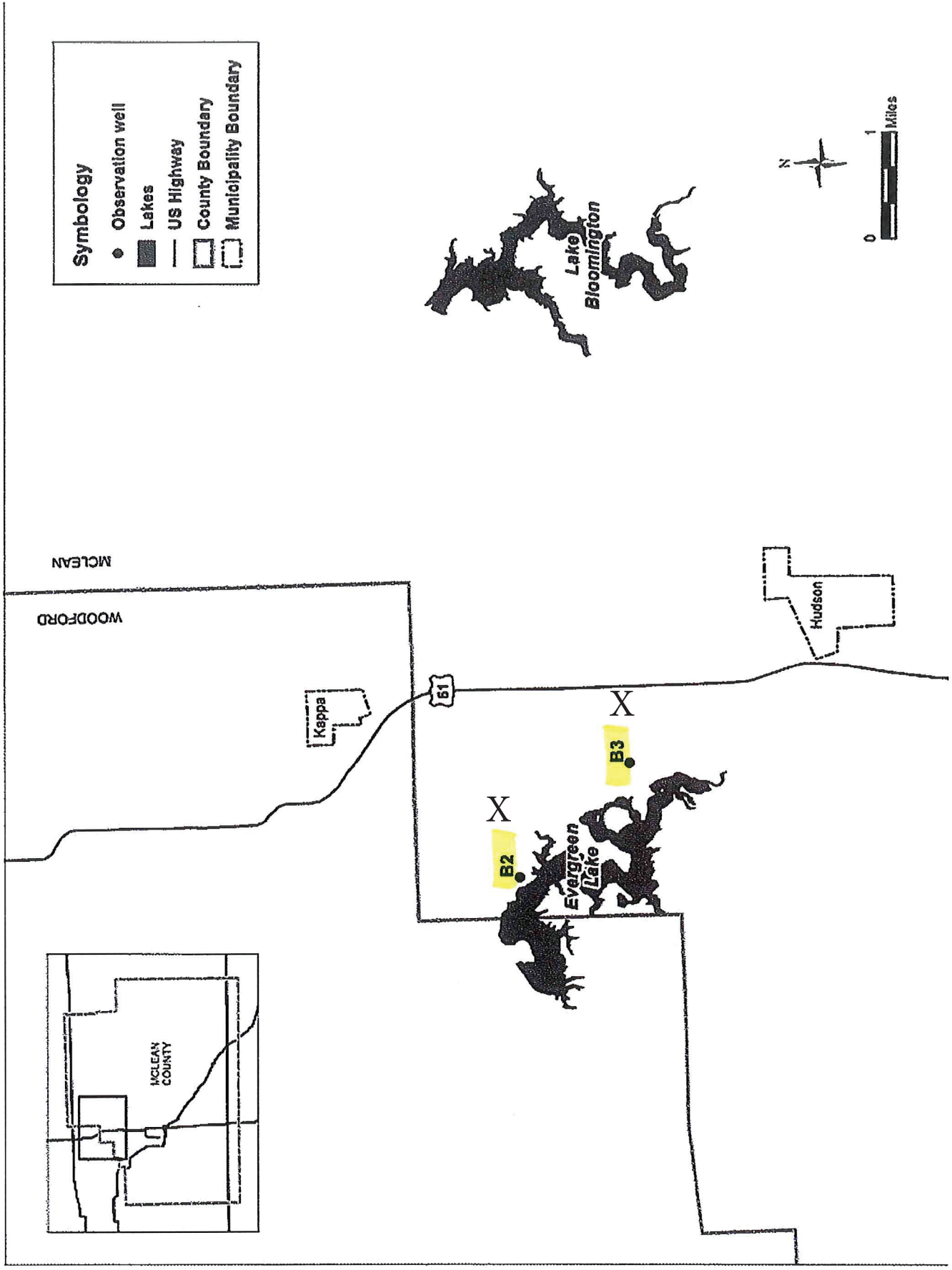
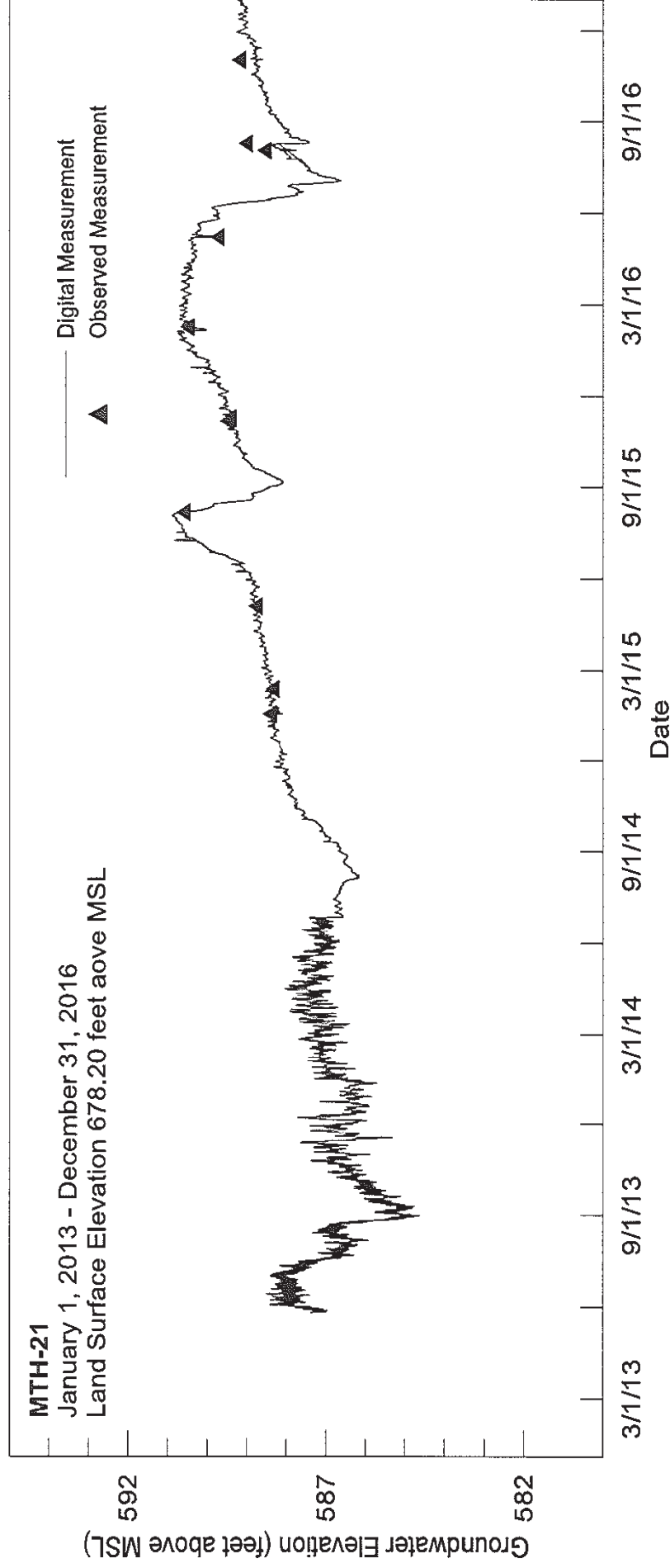


Figure 2. Location of Observation Wells near Evergreen Lake

- ▲ = Observed measurement taken once a month in person.
- = Data collected every 15 minutes by data loggers.

The data loggers are able to capture the complete behavior of the aquifer, providing invaluable information to the study of the Mahomet Aquifer. Once a month monitoring does not explain the potential volatility of the aquifer throughout the entire month. This study allows us to better understand the aquifers reaction to storms, drought, irrigation usage and other anomalies throughout the month.



Mr. Chris Koos, Chair
Long Range Water Plan Steering Committee
Town of Normal
100 E. Phoenix
Normal, IL 61761

April 2, 2020

Dear Mayor Koos:

Enclosed are the hydrographs of water levels for the observation wells and river stages measured by the Illinois State Water Survey (ISWS) as part of the monitoring project conducted for the Long Range Water Plan Steering Committee through December 2019. The ISWS has monitored and maintained the observation well network since 1993. The network provides data which can be used to document changes in groundwater levels over time and was installed as part of a large aquifer assessment and modeling project that is described in Cooperative Groundwater Report 19 <https://www.ideals.illinois.edu/bitstream/handle/2142/35254/ISWSCOOP-19.pdf?sequence=2&isAllowed=y>.

The ISWS is moving toward displaying all water levels in an online interactive hydrograph. All wells equipped with telemetry in the region are now posted online at:

- McTaz: <http://aqueduct.isws.illinois.edu/isws-hydrographs.html?network=mt>
- Logan County: <http://aqueduct.isws.illinois.edu/isws-hydrographs.html?network=nl>

All hydrographs will be updated over the next year to include all historic transducer and hand measurements, as well as associated attribute data of the well (location, depth, aquifer).

A total of 51 measuring points have been reported during the history of this project. Of those, 45 are active measuring points, while 6 points (SWS-6, MTH-3, MTH-4, MTH-5, MTH-14 and MTH-25) were retired due to damage and/or being abandoned. A total of 42 measurements are groundwater levels in observation wells. The wells fit into three categories, with either SWS, MTH or B designation. The SWS wells were installed in 1992 as part of a regional assessment of the Sankoty-Mahomet Aquifer by the Illinois State Water Survey (ISWS). The project was funded by the Department of Energy and Natural Resources and the Illinois Department of Transportation's Division of Water Resources. Except for MTH-26 and MTH-27, the MTH wells were installed in 1993 as part of the comprehensive aquifer assessment funded by the Long Range Water Plan Steering Committee. MTH-26 was installed in 1994 as an aquifer test observation well and MTH-27 was installed in 1997 to verify the mapped geology in a particularly complicated region of the aquifer. Figure 1 shows the locations of the wells with MTH and SWS designations. The wells with B designation are shown in Figure 2 and are located northwest of Bloomington near Evergreen Lake. These wells were added in 2013 at the request of the City of Bloomington, who provided automated stations for 9 total wells in the network during 2013. In addition, the Northern Logan County Water Authority has provided automated stations for 4 locations (included one nested well) in the network since 2014. In addition to the wells, three of the measurements are of river stage along the Mackinaw River. The river measurements are denoted by RVR.

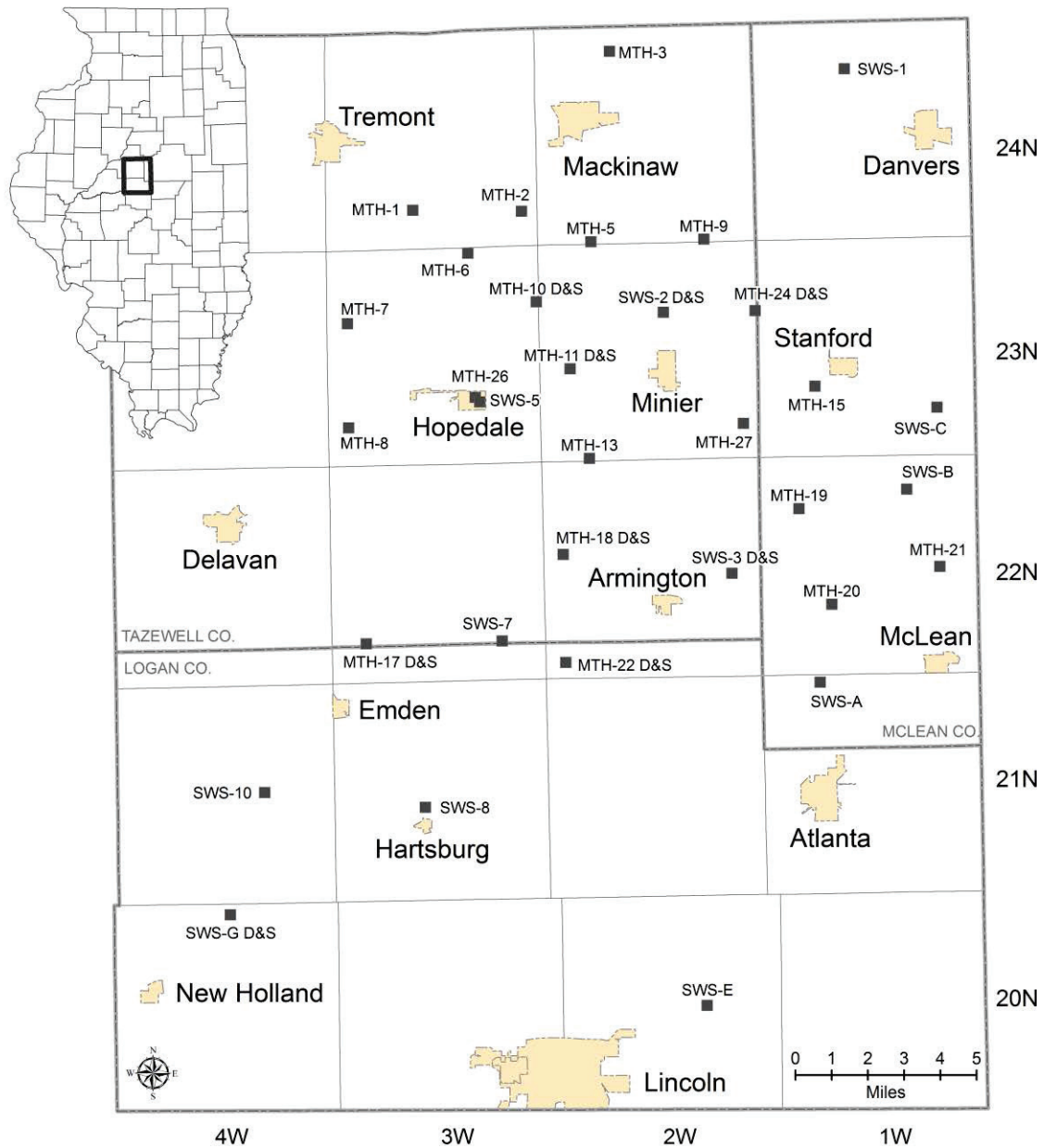


Figure 1. Location of Observation Wells

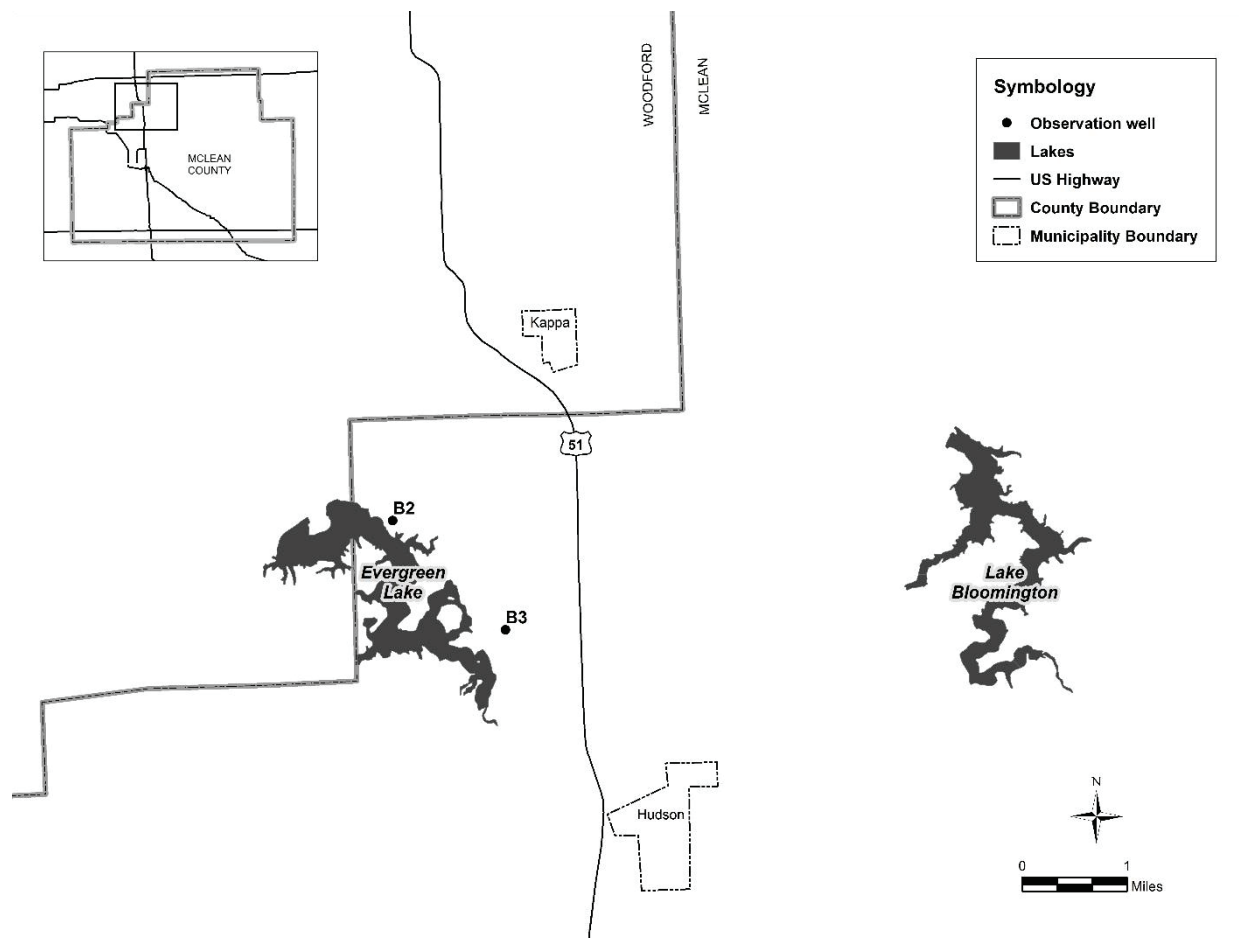


Figure 2. Location of Observation Wells near Evergreen Lake

In accordance with our agreement, measurements were taken four times during 2019: February 27, May 30, August 23, and November 20. In addition, the areas surrounding the wells were mowed twice during the summer to keep the sites presentable. The monitoring wells were developed with an air compressor to ensure the screen is open to the aquifer during 2011. Well development was considered at SWS-1 in 2018, but after discussion with a local driller, it was concluded that the depth of the well and depth to water within the well prevents the ISWS from being able to develop it properly with the equipment available. SWS-1 has not been repaired to date.

Tables 1 and 2 contain the updated precipitation data for 2019, along with all the historical precipitation data since the wells were installed. Table 1 shows the amount of precipitation above or below the average received monthly and Table 2 shows the total monthly amount of precipitation. 2019 precipitation was above average with 6.09 inches (the sixth wettest overall), the 30 year average is 39.60. During 2019, 8 of the 12 months received below average precipitation with January thru June, September and October being above average. The precipitation data are compared against the new 30 year (1981-2010) average. Overall, total precipitation is 11.14 inches below the 30yr average over the 27 year period, with 14 years above average and 13 below. On average, precipitation over this 27 year period is 0.41 inches per year less than the 30yr average.

Despite the above average precipitation in 2019, July of 2019 was 3.84 inches below average and had the lowest July precipitation since this study began in 1993. This is the largest deviation in the negative direction from the 30yr average of any month over the period of this study. It also should be noted that July had below average precipitation in 19 of the 27 years of this study, largely because of two long stretches of below average July precipitation (1994-2001; 2009-2014). More analysis is required to determine if this is representative of an actual trend, particularly given that 2015-2017 had above average July precipitation.

**Table 1. Monthly Precipitation Summaries for Lincoln, IL
Inches Above or Below the 30yr Average.**

30 Yr Ave (1981-2010)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
	1.93	1.82	2.60	3.61	4.16	4.32	5.06	3.92	3.21	3.08	3.25	2.64	39.60
1993 +/-	2.68	0.00	0.48	1.67	-2.80	3.12	2.08	0.50	3.40	0.43	0.05	-1.43	10.18
1994 +/-	-0.74	-0.90	-1.25	2.84	-1.19	-0.02	-2.14	-0.81	-0.96	-1.21	1.39	-0.38	-5.37
1995 +/-	1.68	-1.26	0.59	0.25	8.54	-0.94	-3.13	-0.06	-2.27	1.10	-1.86	-1.72	0.92
1996 +/-	-0.72	-1.25	-0.87	-1.12	1.76	-1.54	-0.20	-1.30	-1.42	-1.20	-0.32	-1.99	-10.17
1997 +/-	-0.20	1.22	0.64	-2.23	-1.06	-0.82	-3.79	1.35	1.46	-1.41	-0.41	-1.03	-6.28
1998 +/-	0.53	0.63	1.75	4.94	0.17	4.07	-2.00	1.73	-1.88	1.46	-1.36	-0.93	9.11
1999 +/-	-0.37	0.44	-1.44	2.05	0.30	0.91	-1.58	2.33	-1.12	-1.25	-2.95	-0.01	-2.69
2000 +/-	-1.14	-0.51	-0.35	0.21	-1.19	1.46	-1.01	-0.20	-0.24	-1.05	0.62	-1.24	-4.64
2001 +/-	0.45	1.57	-1.18	-1.38	-1.24	-1.30	-2.25	0.32	-1.10	2.73	-1.23	-0.90	-5.49
2002 +/-	0.56	0.41	-0.74	1.38	1.03	-1.93	2.73	4.66	-1.69	-0.85	-2.57	-1.02	1.97
2003 +/-	-1.38	-0.78	-0.54	-0.10	-0.84	-1.64	4.88	-1.04	1.29	-1.53	0.39	-0.83	-2.12
2004 +/-	-0.77	-1.44	1.64	-1.79	3.05	0.38	-1.76	0.42	-2.74	3.01	1.80	-1.07	0.73
2005 +/-	4.25	-0.15	-1.44	-2.18	-2.68	-3.14	-3.30	-0.46	-0.22	-0.80	0.73	-1.09	-10.48
2006 +/-	1.14	-1.43	0.31	1.24	-2.33	-1.92	3.21	-0.63	-0.44	-0.16	0.69	0.34	0.02
2007 +/-	0.36	0.48	0.13	-1.27	-1.55	-0.59	-1.40	-3.03	-0.28	0.34	-1.44	0.82	-7.43
2008 +/-	3.80	2.71	-0.45	-1.15	0.44	2.63	5.94	-3.15	7.09	-0.88	-2.14	1.79	16.63
2009 +/-	-1.36	0.81	1.78	2.03	0.27	0.64	-0.18	-0.65	-1.21	6.78	0.60	1.03	10.54
2010 +/-	-0.58	0.11	0.06	-0.90	0.45	6.47	-1.47	-0.01	2.17	-1.51	-0.71	-0.55	3.53
2011 +/-	-0.90	0.44	-1.20	1.73	-0.30	1.43	-2.04	-3.37	-0.90	-1.68	0.01	0.79	-5.99
2012 +/-	-0.76	-0.52	-1.40	-0.29	-2.18	-3.75	-3.69	-2.45	1.21	-1.16	-1.99	0.53	-16.59
2013 +/-	0.76	0.24	0.13	2.00	3.80	-1.07	-2.20	-2.05	-2.28	0.43	-2.04	-1.13	-3.41
2014 +/-	-0.14	0.92	-0.71	-0.62	-2.38	2.10	-0.28	2.21	4.41	1.33	-1.02	-1.19	4.63
2015 +/-	-0.54	-0.45	-1.07	-1.37	3.68	5.35	0.87	-2.84	1.47	-1.44	1.17	4.17	9.00
2016 +/-	-0.94	-0.57	1.23	-1.02	-0.91	-1.96	3.63	2.52	1.22	-1.44	-0.34	-1.28	0.14
2017 +/-	-1.17	-0.93	1.42	2.41	-0.69	-3.34	0.76	-1.73	-2.50	1.60	-0.76	-2.18	-6.11
2018 +/-	-1.20	2.97	1.67	-1.10	-1.17	-0.20	-1.20	-0.98	-0.92	3.19	-0.76	1.84	2.14
2019 +/-	1.28	0.66	2.78	1.77	2.68	0.85	-3.84	-0.44	1.12	1.66	-1.28	-1.15	6.09

Notes: 1993-2019 data compared against 1981-2010 30yr Average for the Lincoln, IL Station

**Table 2. Monthly Precipitation Summaries for Lincoln, IL
Total Inches of Precipitation for the Year**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
30 Yr Ave (1981-2010)	1.93	1.82	2.60	3.61	4.16	4.32	5.06	3.92	3.21	3.08	3.25	2.64	39.60
1993 Total	4.61	1.82	3.08	5.28	1.36	7.44	7.14	4.42	6.61	3.51	3.30	1.21	49.78
1994 Total	1.19	0.92	1.35	6.45	2.97	4.30	2.92	3.11	2.25	1.87	4.64	2.26	34.23
1995 Total	3.61	0.56	3.19	3.86	12.70	3.38	1.93	3.86	0.94	4.18	1.39	0.92	40.52
1996 Total	1.21	0.57	1.73	2.49	5.92	2.78	4.86	2.62	1.79	1.88	2.93	0.65	29.43
1997 Total	1.73	3.04	3.24	1.38	3.10	3.50	1.27	5.27	4.67	1.67	2.84	1.61	33.32
1998 Total	2.46	2.45	4.35	8.55	4.33	8.39	3.06	5.65	1.33	4.54	1.89	1.71	48.71
1999 Total	1.56	2.26	1.16	5.66	4.46	5.23	3.48	6.25	2.09	1.83	0.30	2.63	36.91
2000 Total	0.79	1.31	2.25	3.82	2.97	5.78	4.05	3.72	2.97	2.03	3.87	1.40	34.96
2001 Total	2.38	3.39	1.42	2.23	2.92	3.02	2.81	4.24	2.11	5.81	2.02	1.74	34.11
2002 Total	2.49	2.23	1.86	4.99	5.19	2.39	7.79	8.58	1.52	2.23	0.68	1.62	41.57
2003 Total	0.55	1.04	2.06	3.51	3.32	2.68	9.94	2.88	4.50	1.55	3.64	1.81	37.48
2004 Total	1.16	0.38	4.24	1.82	7.21	4.70	3.30	4.34	0.47	6.09	5.05	1.57	40.33
2005 Total	6.18	1.67	1.16	1.43	1.48	1.18	1.76	3.46	2.99	2.28	3.98	1.55	29.12
2006 Total	3.07	0.39	2.91	4.85	1.83	2.40	8.27	3.29	2.77	2.92	3.94	2.98	39.62
2007 Total	2.29	2.30	2.73	2.34	2.61	3.73	3.66	0.89	2.93	3.42	1.81	3.46	32.17
2008 Total	5.73	4.53	2.15	2.46	4.60	6.95	11.00	0.77	10.30	2.20	1.11	4.43	56.23
2009 Total	0.57	2.63	4.38	5.64	4.43	4.96	4.88	3.27	2.00	9.86	3.85	3.67	50.14
2010 Total	1.35	1.93	2.66	2.71	4.61	10.79	3.59	3.91	5.38	1.57	2.54	2.09	43.13
2011 Total	1.03	2.26	1.40	5.34	3.86	5.75	3.02	0.55	2.31	1.40	3.26	3.43	33.61
2012 Total	1.17	1.30	1.20	3.32	1.98	0.57	1.37	1.47	4.42	1.92	1.26	3.17	23.01
2013 Total	2.69	2.06	2.73	5.61	7.96	3.25	2.86	1.87	0.93	3.51	1.21	1.51	36.19
2014 Total	1.79	2.74	1.89	2.99	1.78	6.42	4.78	6.13	7.62	4.41	2.23	1.45	44.23
2015 Total	1.39	1.37	1.53	2.24	7.84	9.67	5.93	1.08	4.68	1.64	4.42	6.81	48.60
2016 Total	0.99	1.25	3.83	2.59	3.25	2.36	8.69	6.44	4.43	1.64	2.91	1.36	39.74
2017 Total	1.76	0.89	4.02	6.02	3.47	0.98	5.82	2.19	0.71	4.68	2.49	0.46	33.49
2018 Total	0.73	4.79	4.27	2.51	2.99	4.12	3.86	2.94	2.29	6.27	2.49	4.48	41.74
2019 Total	3.21	2.48	5.38	5.38	6.84	5.17	1.22	3.48	4.33	4.74	1.97	1.49	45.69

Notes: 1993-2019 data compared against 1981-2010 30yr Average for the Lincoln, IL Station

The three Mackinaw River hydrographs are numbered to correspond to the MTH wells that are closest to them. So for instance, RVR-3, which is at Mackinaw, IL, is close to MTH-3. Comparing water level elevations to river stage, the water level in MTH-3 is 50 feet lower than the river. But at the other 2 locations, MTH-6 and MTH-7, the differences with river stage are only 7 feet and 2 feet, respectively, suggesting that the Mackinaw River is not connected to the aquifer near Mackinaw, but near MTH-6 and MTH-7, it likely is. The hydrographs for these two wells also show some of the most variation between individual measurements, suggesting the influence of the river.

The City of Bloomington funded the development of eight locations (9 wells) with data loggers and telemetry for collecting continuous water level measurements. The wells, SWS-3A, SWS-3B, SWS-A, SWS-B, MTH-15, MTH-20, and MTH-21, are located in the eastern portion of the study area. Wells B-2 and B-3 are near Lake Evergreen, north of Bloomington/Normal. These stations became operational in the summer and fall of 2013. During 2014, ISWS teamed with Northern Logan County Water Authority to equip two wells with data loggers and telemetry systems. The wells, SWS-E and SWS-10, are located in Logan County. These new stations became operational in the summer of 2015. The stations are programmed to collect water level data every hour at the top of the hour. In 2018, Northern Logan County Water Authority funded the expansion of the network to SWS-8 and MTH-22D&S. The hydrographs for all data associated with these wells are at the end of this report, and the most recently reported data is available online.

Multiple wells show the influence of irrigation, in particular SWS-3A, SWS-10, SWS-A, SWS-B, MTH-15, MTH-20, and MTH-21. Irrigation is most prominent in these wells in 2017, 2018, and 2019. In all cases, the lowest 2019 groundwater elevations did not reach the lowest elevations observed in 2018, despite the low precipitation in July of 2019 (although some, like MTH-15, approached 2018 levels). This is due to two factors. First, the period that preceded July was very wet, resulting in elevated groundwater elevations just before irrigation season as compared to 2018. Second, precipitation in August was higher than in 2017 and 2018. Consequently, the peak of irrigation occurred over a much narrower period in 2019 than in the two previous years, particularly evident at MTH-15.

These data continue to be very valuable for evaluating drawdown due to irrigation, and to provide a clearer picture of the annual changes in water levels in the aquifer. The hydrograph for SWS-A is a classic example of how the peak of irrigation was missed with hand measurements, but captured with transducer data, allowing for a comparison between years and even months that was previously not possible. It is our hope that eventually all the wells in the network can be outfitted with data loggers and telemetry.

It should be noted MTH-21 has an extremely high amount of iron bacteria within the well. The presence of the iron bacteria interferes with hand measurements of the depth to water. The data has had more variability than the other wells with data loggers but there is less confidence in those readings. The data still appear comparable, usually within 0.05 to 0.10 feet. Attempts have been made to improve the situation at MTH-21, without success. The two wells at SWS-3 that were disabled because squirrels chewed through the conduit and cable at the station, have been repaired and became operational again during 2016.

ILLINOIS

In 2010, the USGS requested we provide a well site for them to use as part of their water level network. MTH-17 was selected and the USGS installed a water table well at MTH-17 in July 2010. The water table well and MTH-17D are outfitted with continuous recorders and the data are available on the USGS website (<http://waterdata.usgs.gov/il/nwis/current/?type=gw>). The station numbers are 401921089282102 and 401921089282103. Figure 3 is a screen shot of the USGS webpage for MTH-17D.

USGS 401921089282102 22N3W-29.8a2 (MTH-17N) PROVISIONAL DATA SUBJECT TO REVISION

Available data for this site Time-series: Current/Historical Observations GO

Click to hide station-specific text

This site is operated in cooperation with
University of Illinois at Urbana-Champaign

GROUNDWATER IS AMONG THE NATION'S MOST PRECIOUS NATURAL RESOURCES. Measurements of water levels in wells provide the most fundamental indicator of the status of this resource and are critical to meaningful evaluations of the quantity and quality of ground water and its interaction with surface water. Water-level measurements are made by many Federal, State, and local agencies.

Click [here](#) to see historical groundwater levels, statistics, or other information about this well.

This station managed by the Urbana Field Office.

Available Parameters ☐ All 1 Available Parameters for this site ☒ 72019 Water level, depth L	Available Period 2011-07-21 2017-04-22	Output format ☒ Graph ☐ Graph w/ stats ☐ Graph w/o stats ☐ Graph w/ (up to 3) parms ☐ Table ☐ Tab-separated ☐ Tab-separated w/ meas	Days (7) -- or -- Begin date 2017-04-15 End date 2017-04-22 GO
--	--	--	---

[Summary of all available data for this site](#)
[Instantaneous-data availability statement](#)

Depth to water level, feet below land surface

Most recent instantaneous value: 32.85 04-22-2017 07:15 CST



Add up to 2 more sites and replot for "Depth to water level, feet below land surface"

Add site numbers [Note](#)
Enter up to 2 site numbers separated by a comma. A site number consists of 8 to 15 digits

GO

Figure 3. USGS Webpage for MTH-17D.

The ISWS would like to thank the LRWPSC for continuing to fund this project. We would also like to thank the City of Bloomington for providing additional resources to outfit the nine wells with telemetry and the Northern Logan County Water Authority for providing resources to outfit five additional wells. The information being gathered is essential to continue to move toward utilization and proper management of the Mahomet Aquifer.

In 2018, Daniel Abrams became lead PI on the Northern Logan County Water Authority monitoring contract and will also assume that role for the remaining McTaz monitoring networks.

UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN



Steve Wilson will remain a co-PI and continue to lend his expertise and experience to the region. Two ISWS staff who are newly involved with the McTaz observation well networks are Daniel Hadley, who maintains the groundwater level database, and Vlad Iordache, who develops the online interactive hydrograph tools and webpages. Their involvement has allowed us to integrate our real-time data collection to provide those data on the web.

Sincerely,



Kevin L. Rennels
Field Research Specialist
Illinois State Water Survey
krennels@illinois.edu
Phone: (217) 333-8466



Steven D. Wilson
Groundwater Hydrologist
Illinois State Water Survey
sdwilson@illinois.edu
Phone: (217) 333-0956

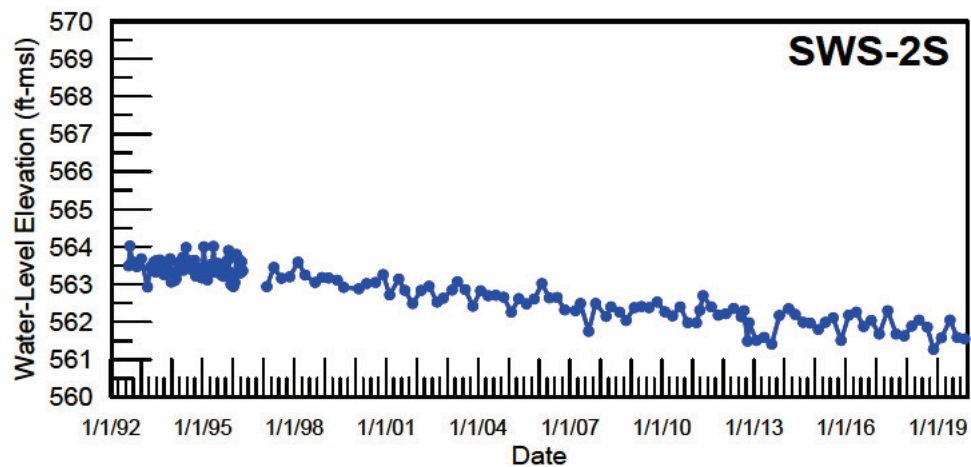
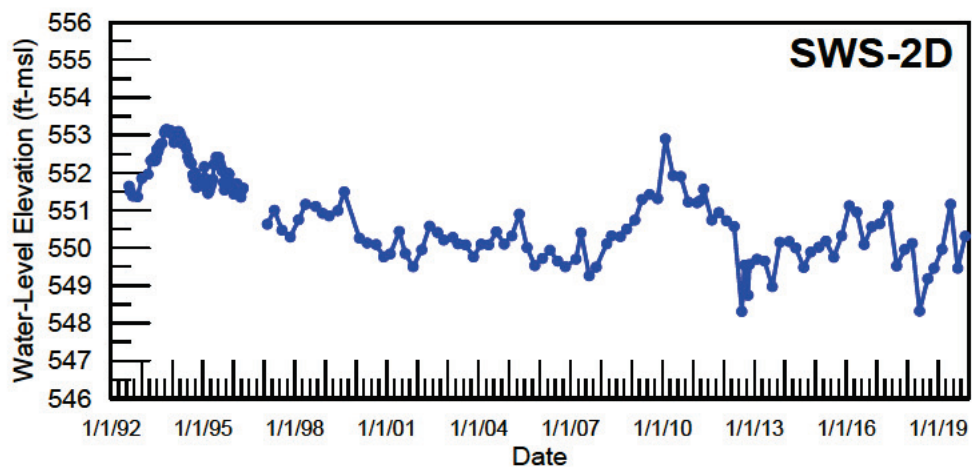
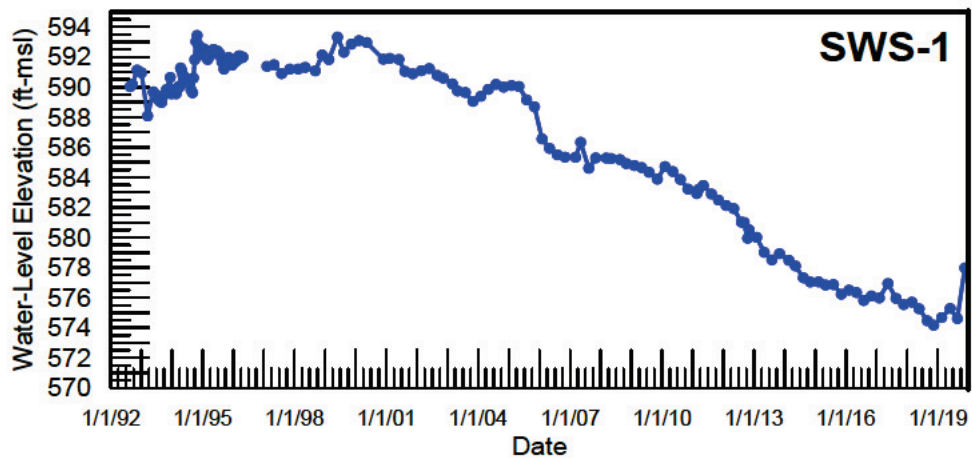


Daniel B. Abrams
Groundwater Flow Modeler
Illinois State Water Survey
dbabrams@illinois.edu
Phone: (217) 244-1520

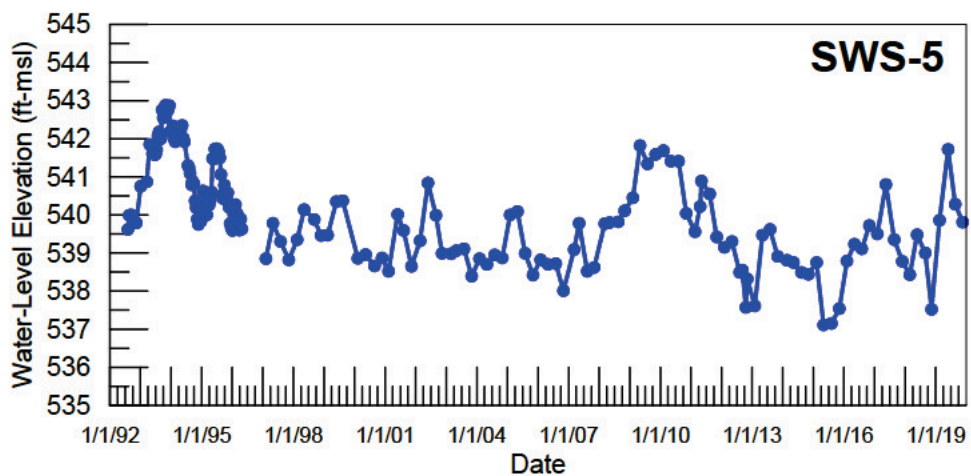
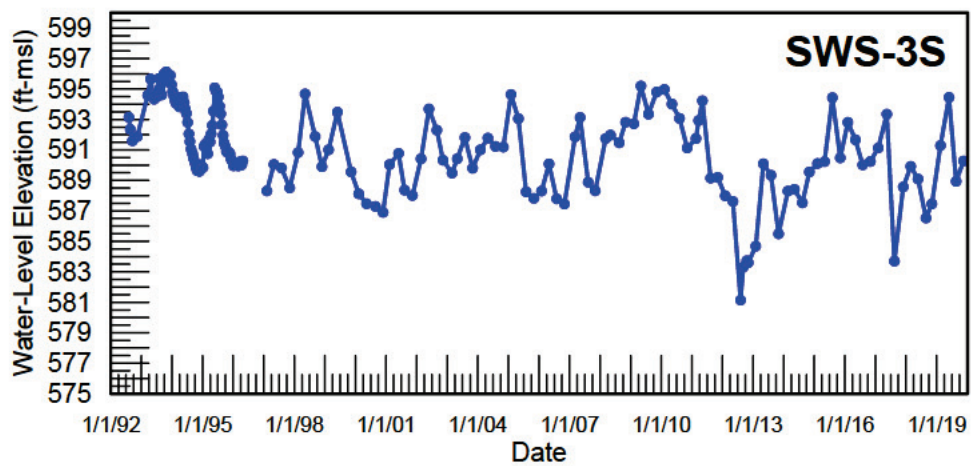
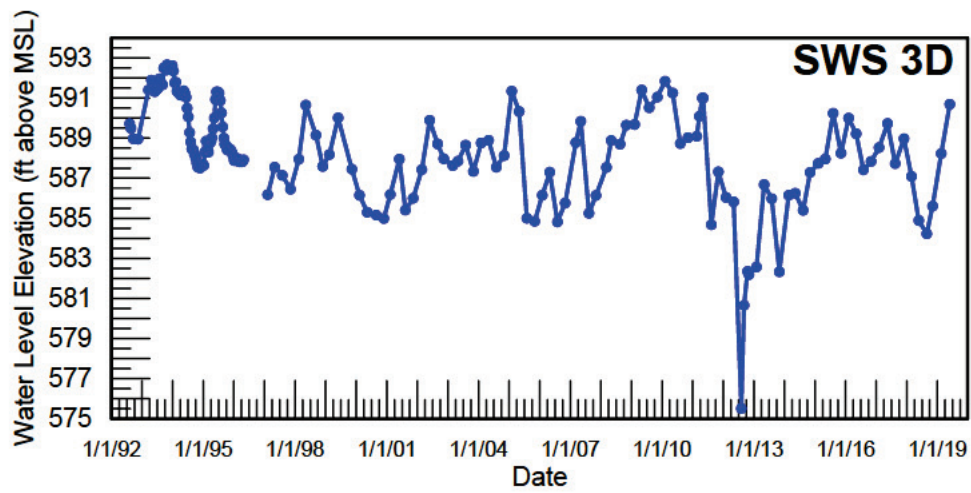
cc:

Bob Kohlhasse, Farnsworth Group
Mel Pleines, Pleines & Assoc.
Kevin Whitehouse, City Of Bloomington
John Burkhart, Director of Water, Town of Normal
Pam Reese, City Manager, Town of Normal
Greg Troemel, Director of Inspections, Town of Normal
Tari Renner, Mayor, City of Bloomington
Tim Gleason, City Manager, City of Bloomington
Tom Cross, Chairman of the Northern Logan County Water Authority
George Roadcap, Hydrogeologist, ISWS
Walt Kelly, Groundwater Science Section Head, ISWS
Steven Wilson, Groundwater Hydrologist, ISWS
Kevin Rennels, Field Research Specialist, ISWS
Daniel Abrams, Groundwater Flow Modelers, ISWS
Hideyuki Terashima, Outreach Data Technical Specialist, ISWS
Vlad Iordache, Water Resources Application Developer, ISWS
Daniel Hadley, Hydrogeologist, ISWS
Lisa Young, Grants & Contracts Coordinator, PRI
(508859 740003 191100)
(508860 740003 191100)
(509168 740003 191100)

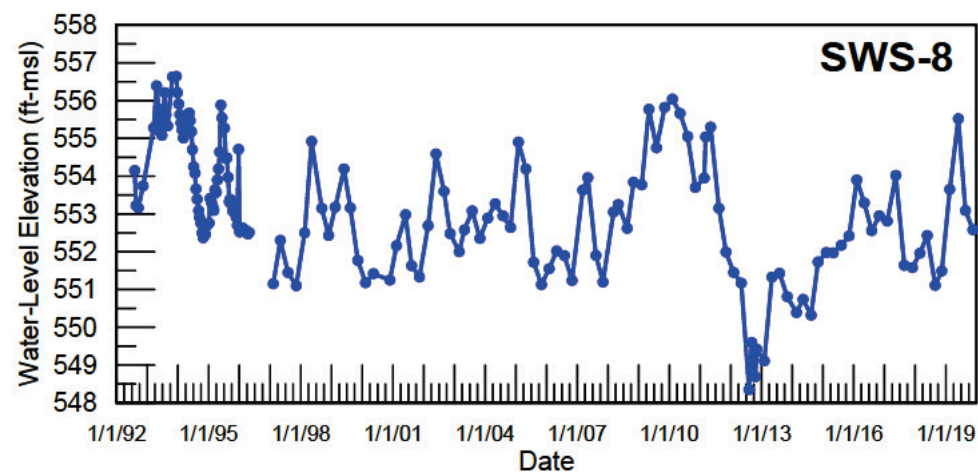
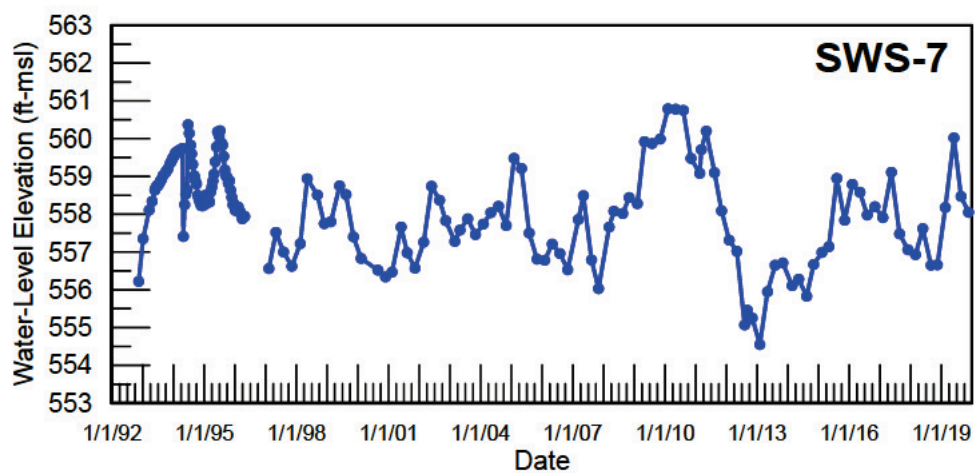
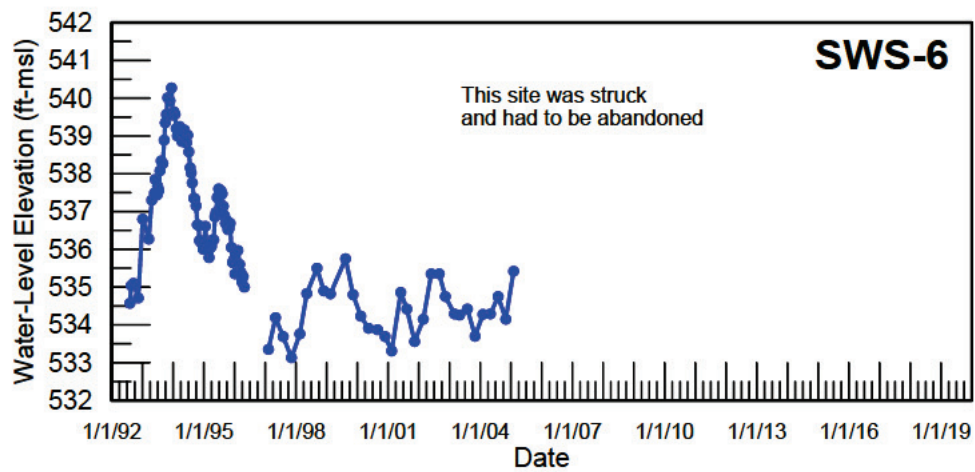
I ILLINOIS



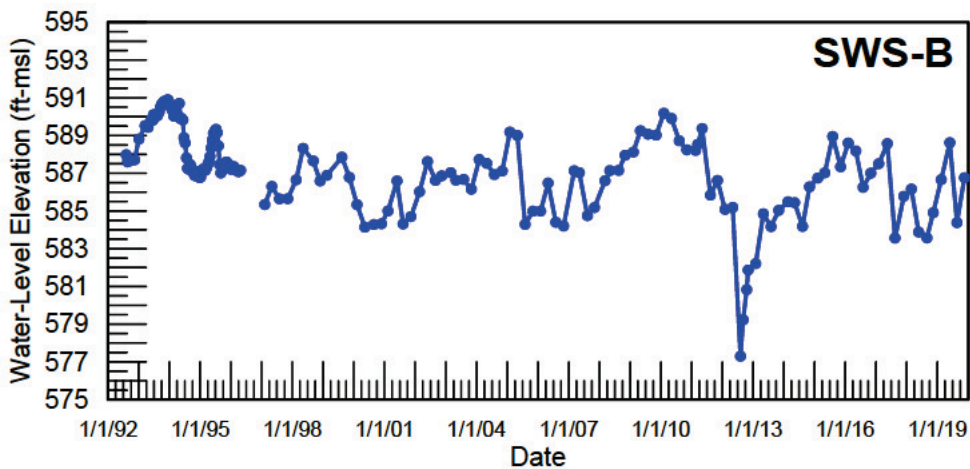
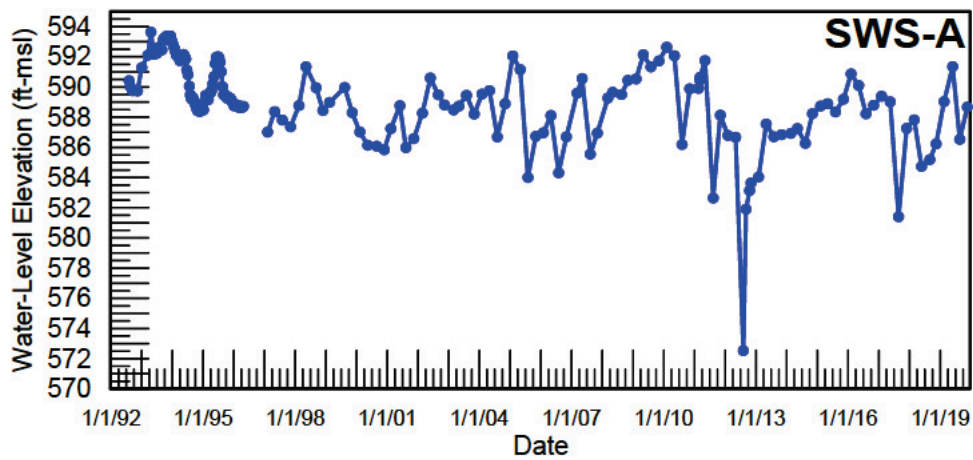
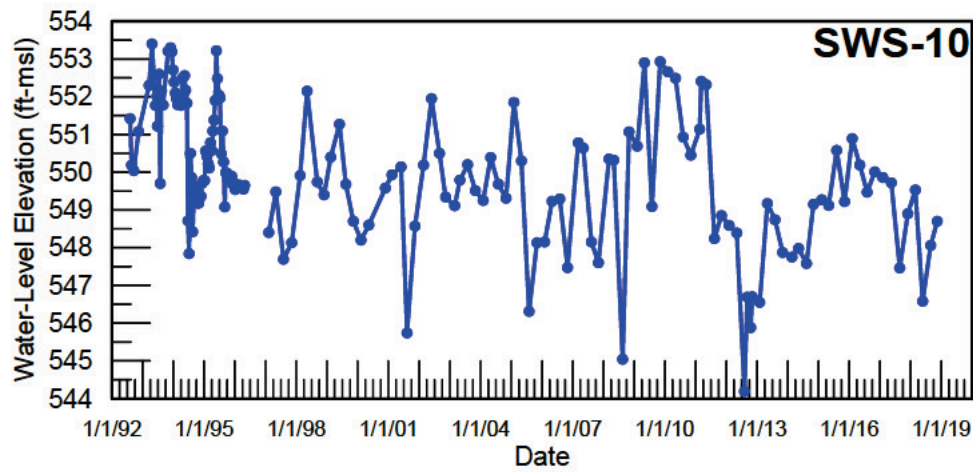
I ILLINOIS



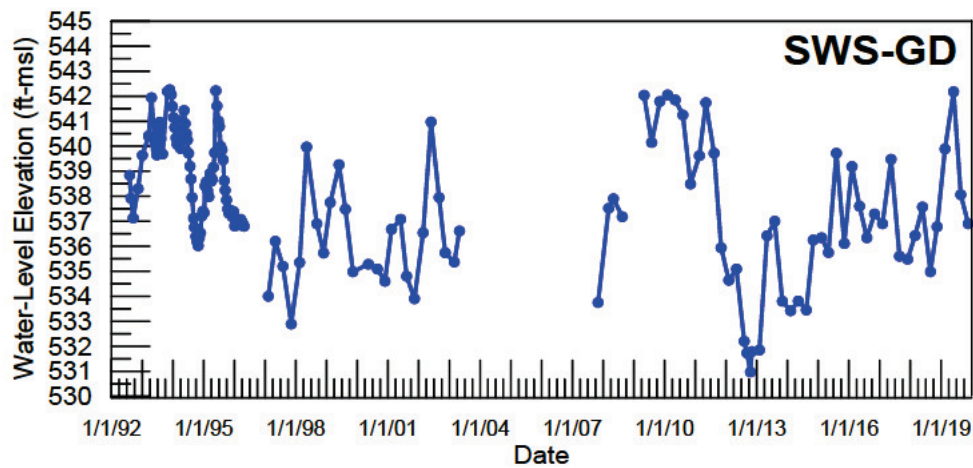
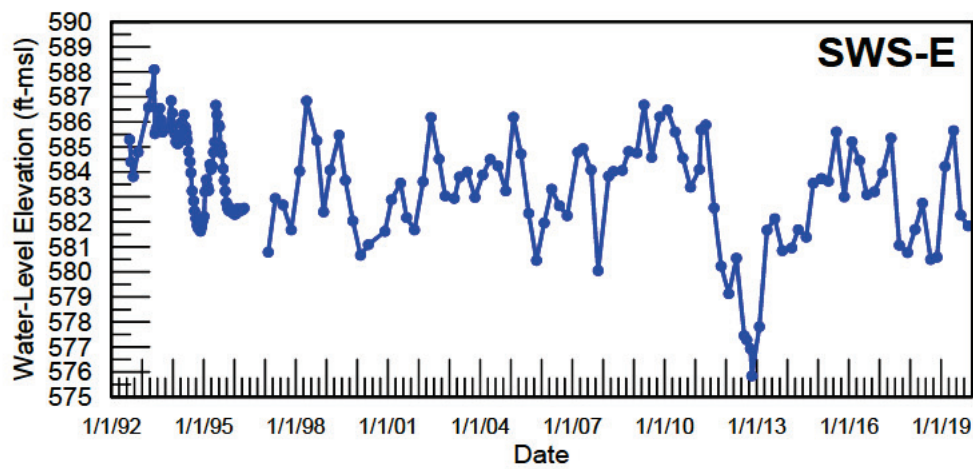
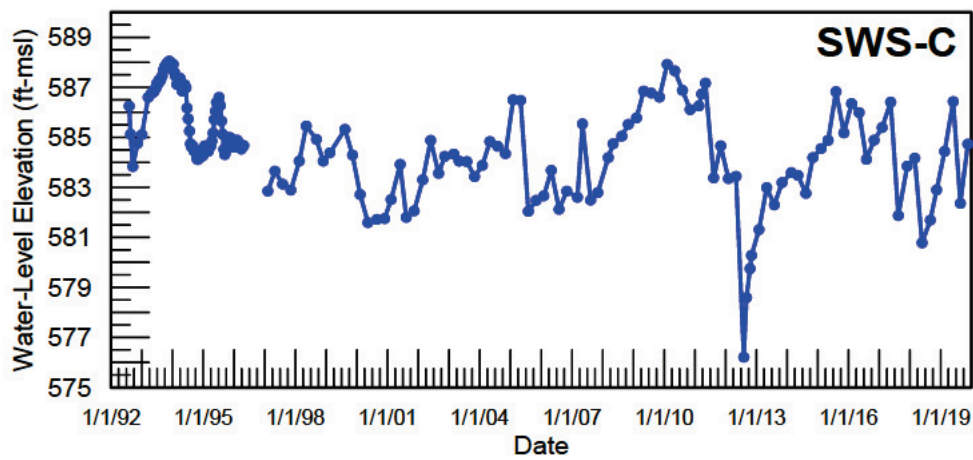
I ILLINOIS



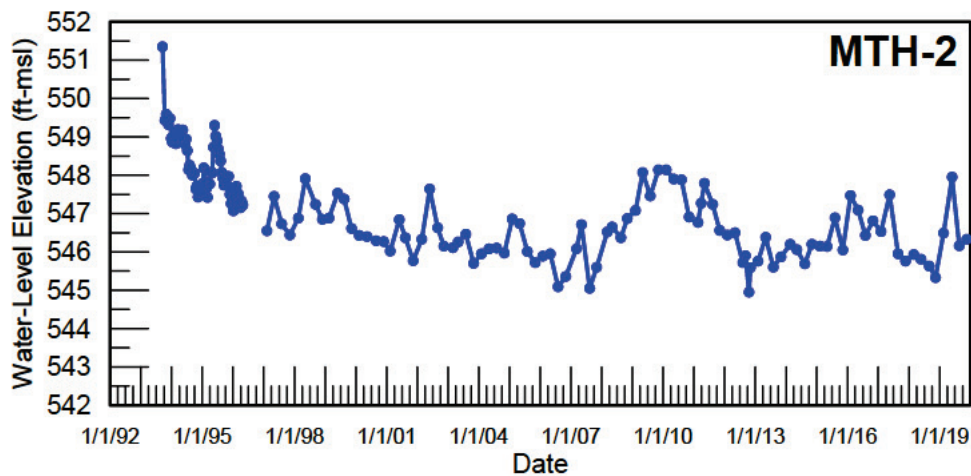
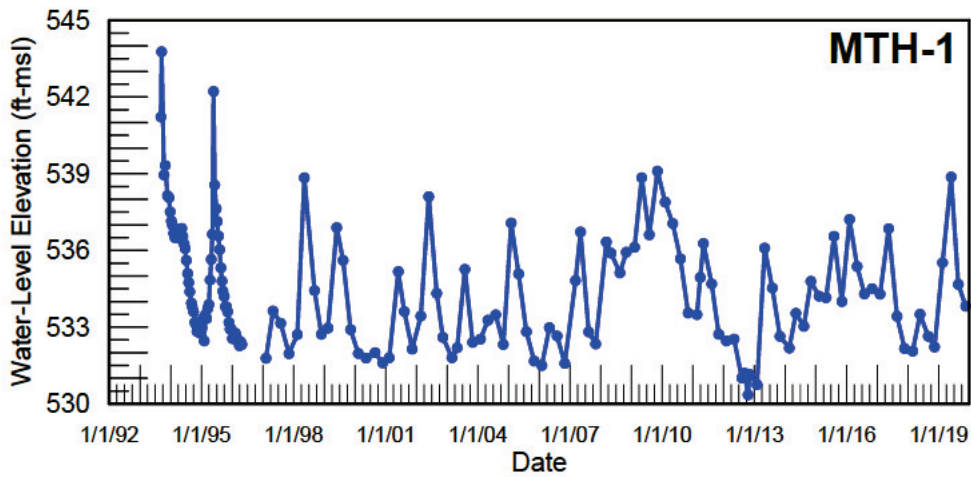
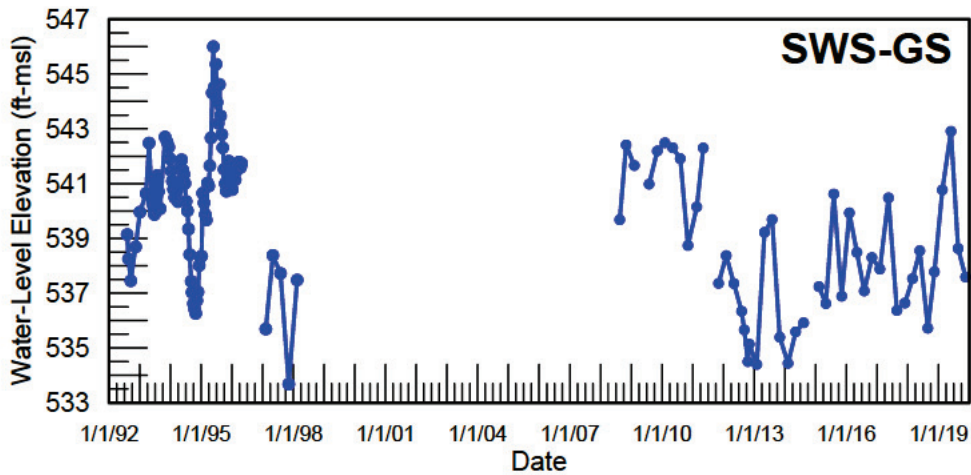
I ILLINOIS



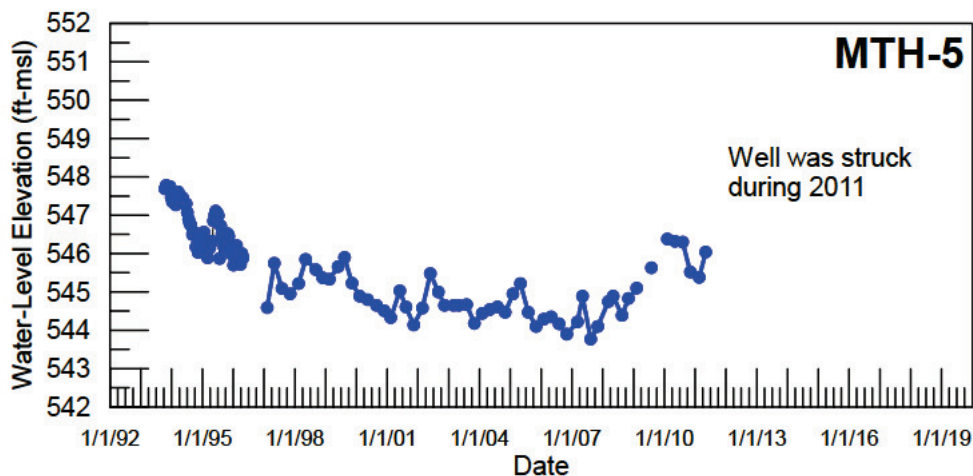
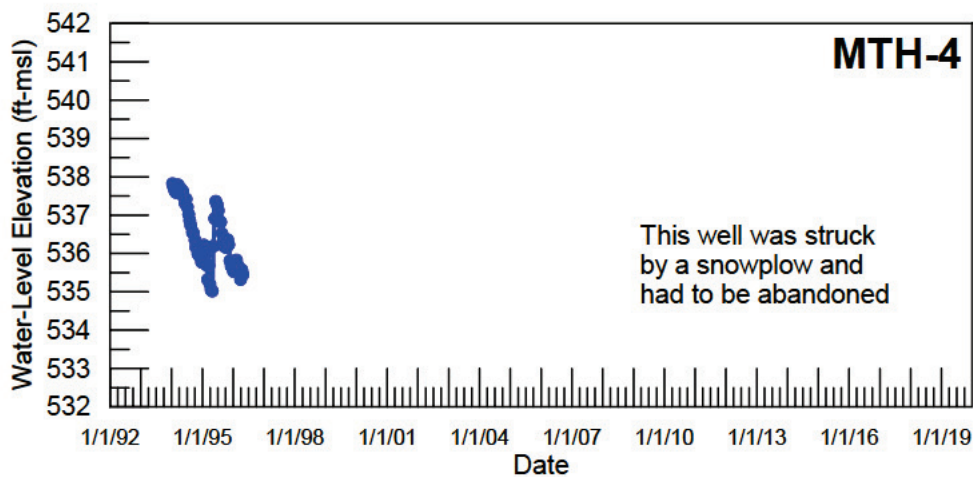
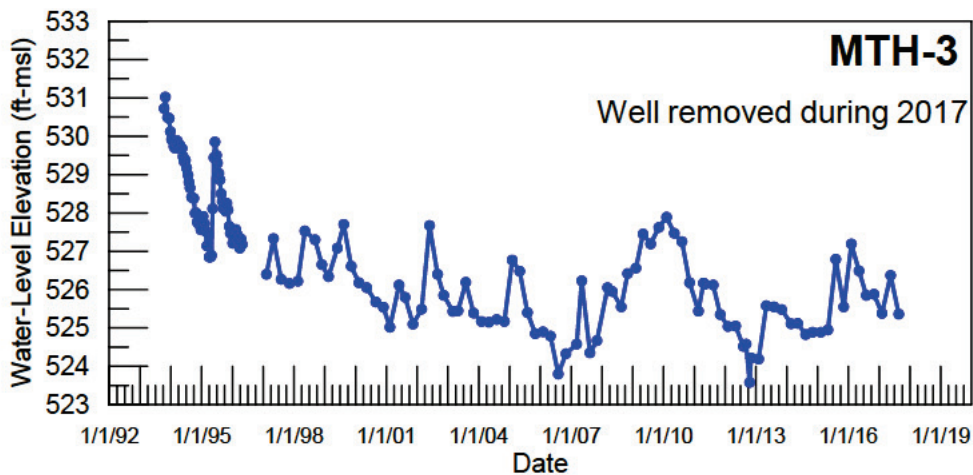
I ILLINOIS



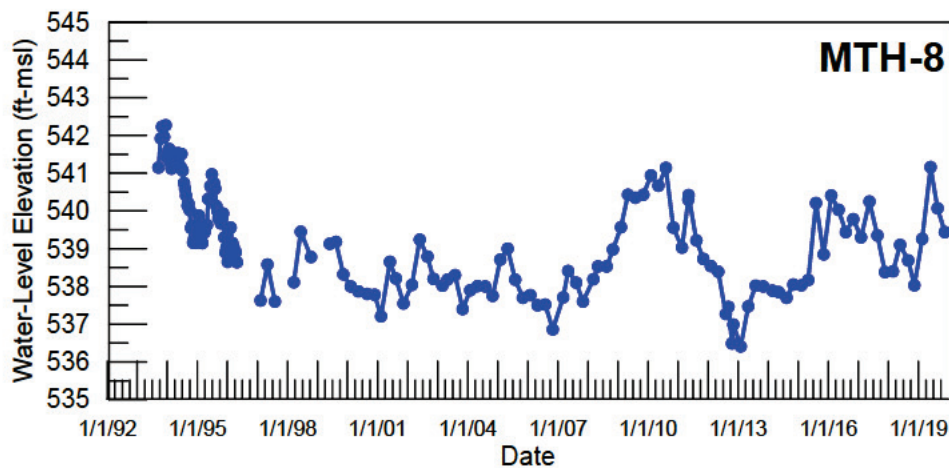
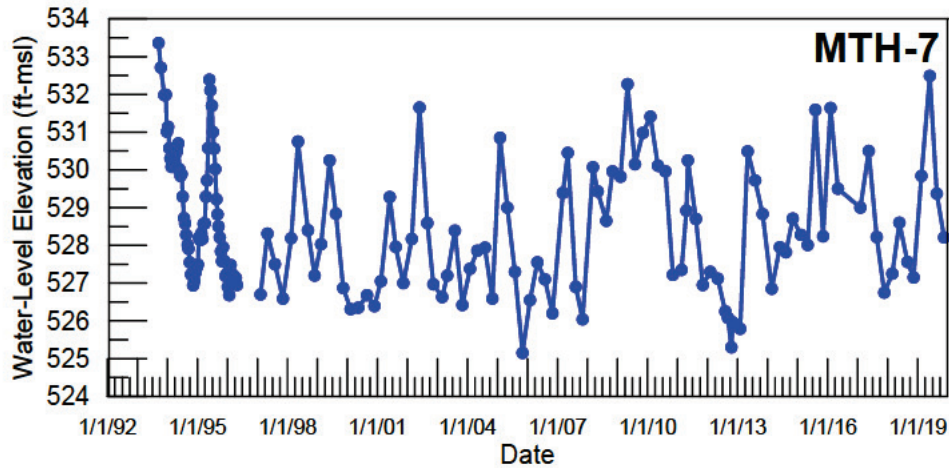
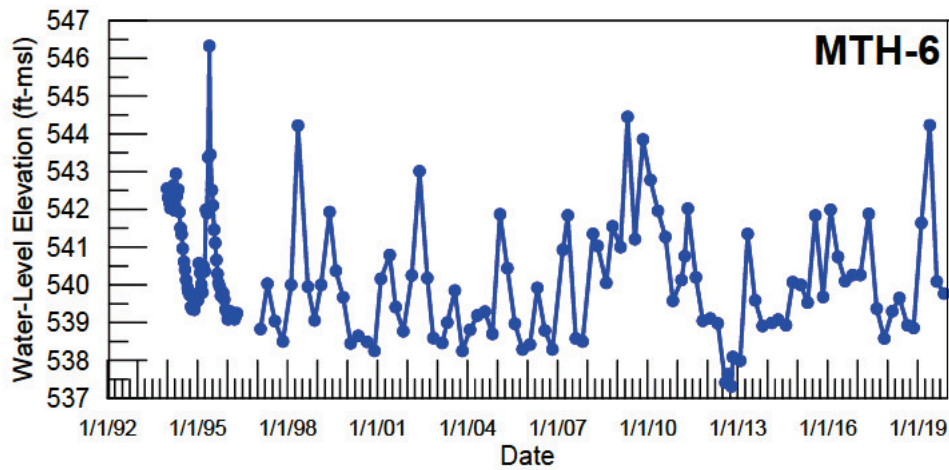
I ILLINOIS



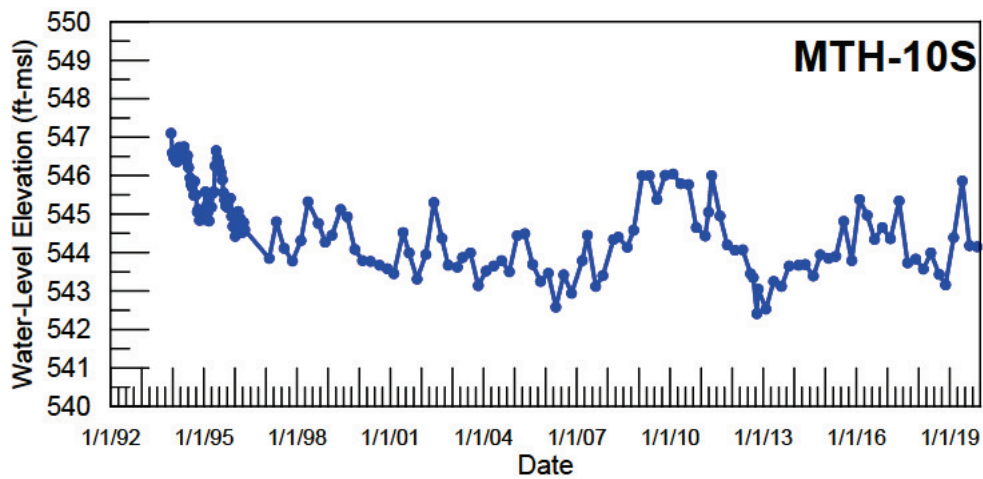
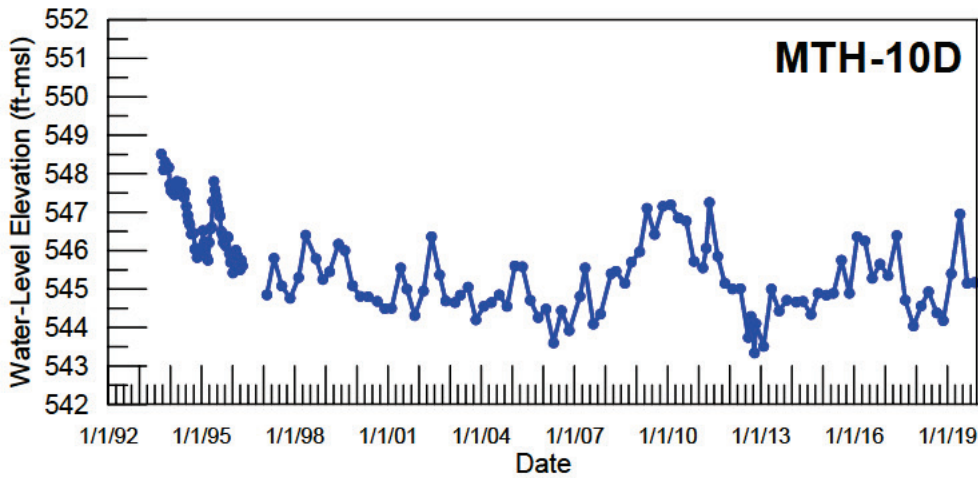
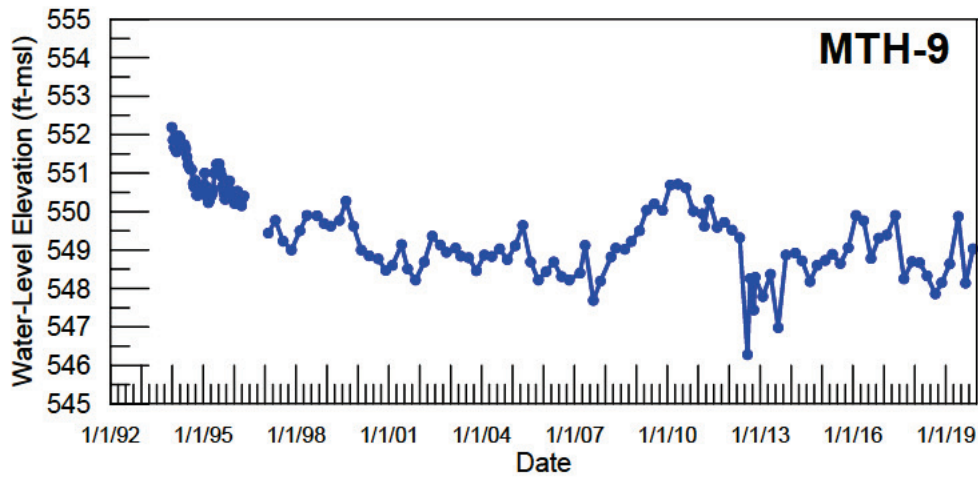
I ILLINOIS



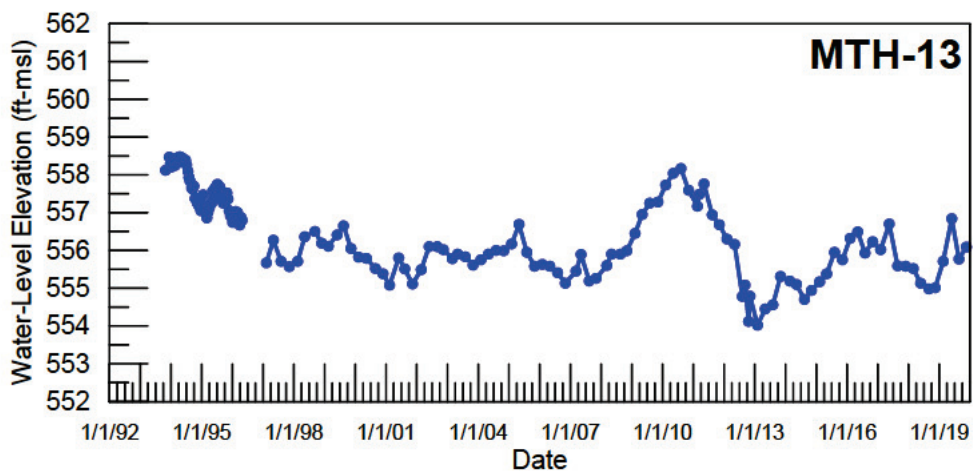
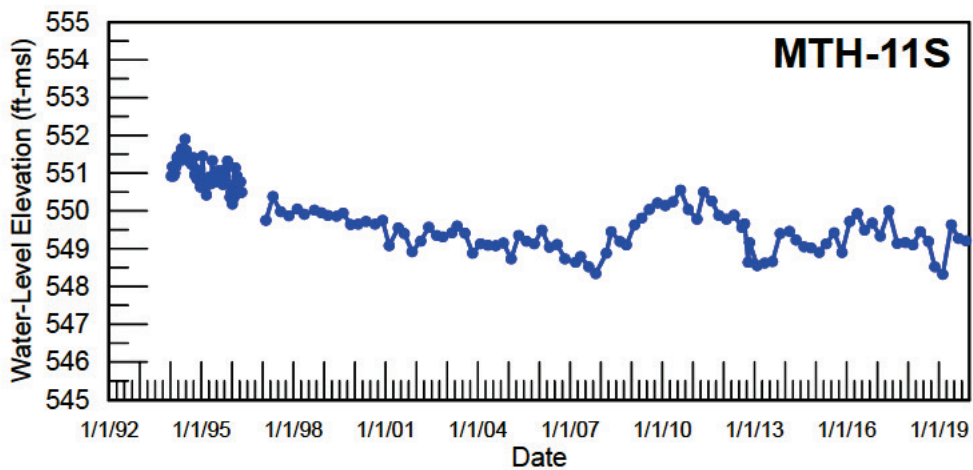
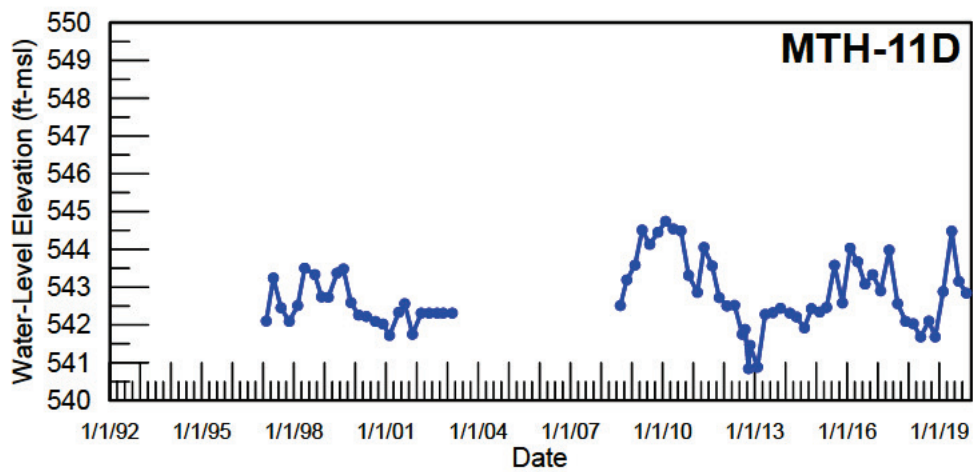
I ILLINOIS



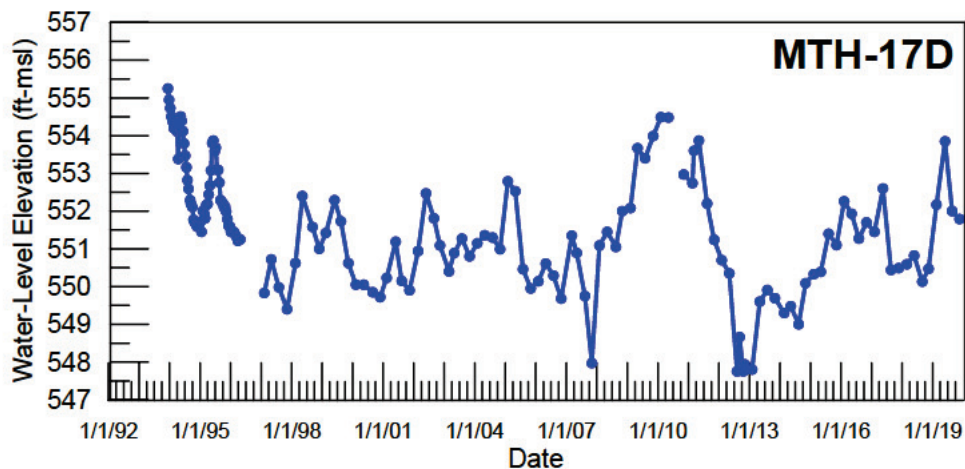
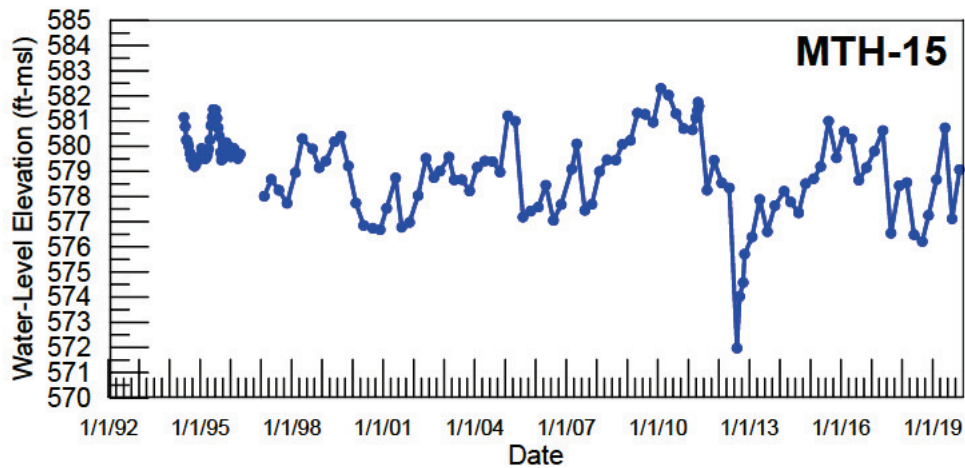
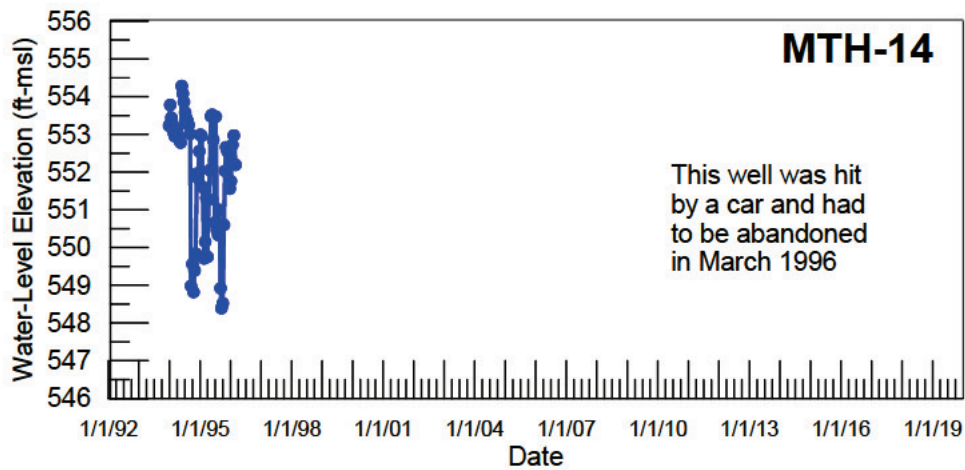
I ILLINOIS



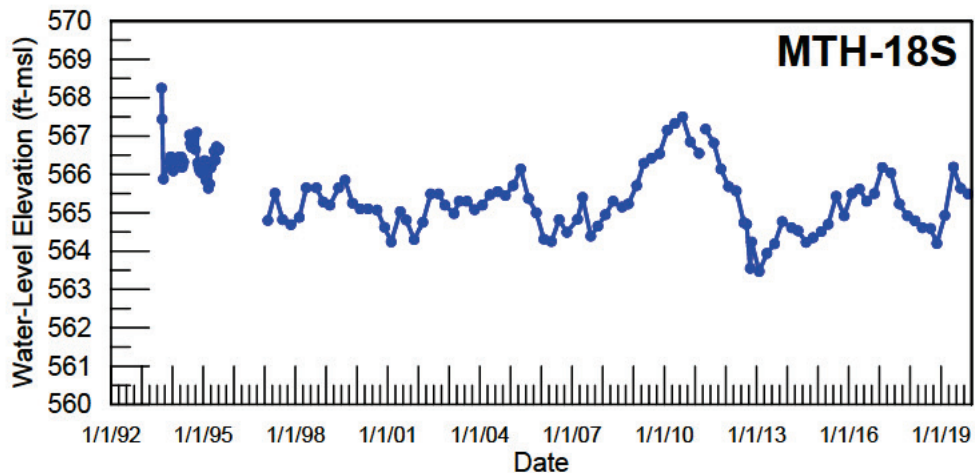
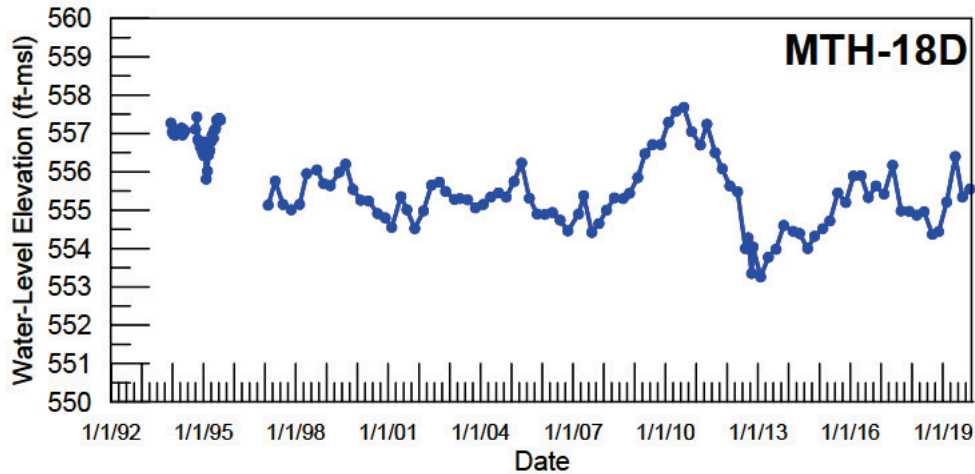
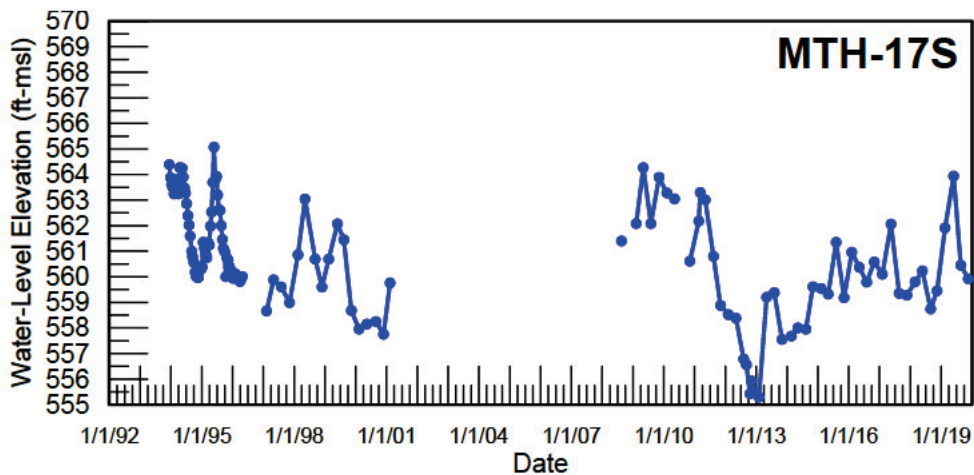
I ILLINOIS



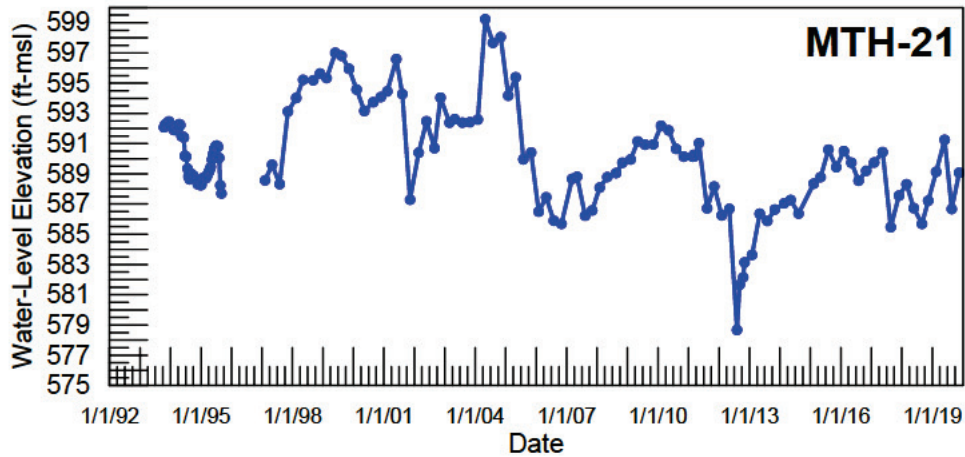
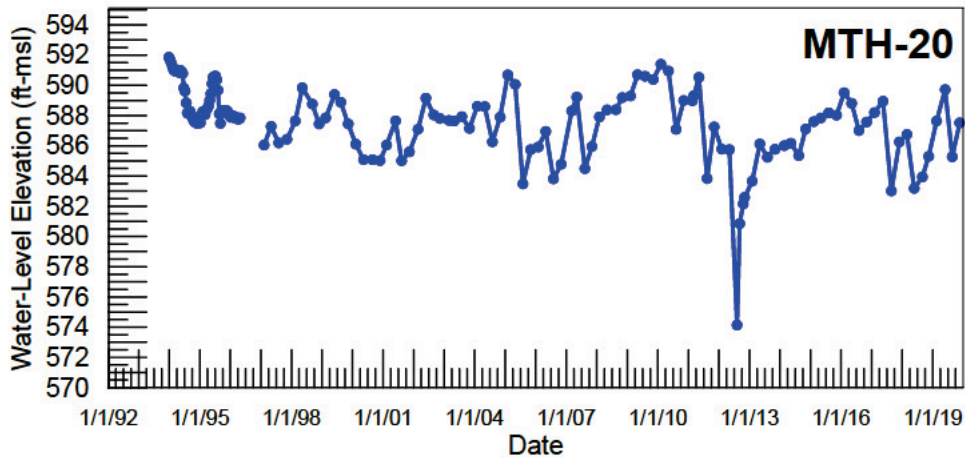
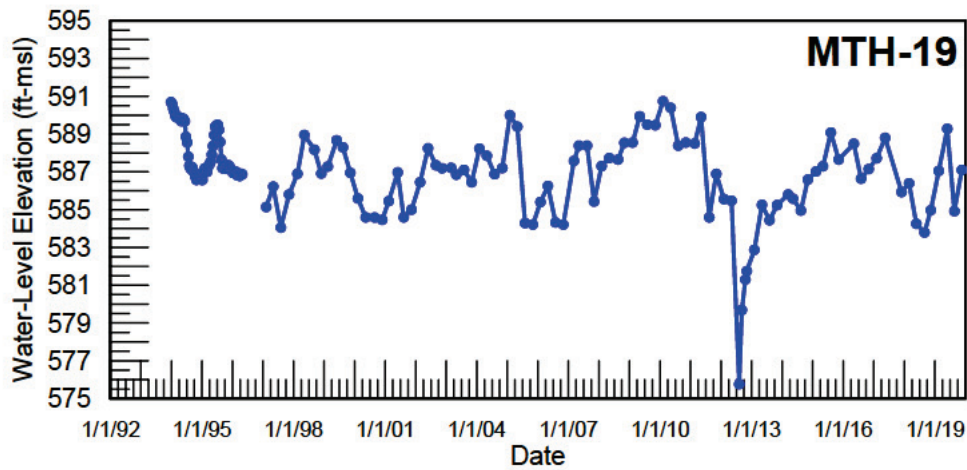
I ILLINOIS



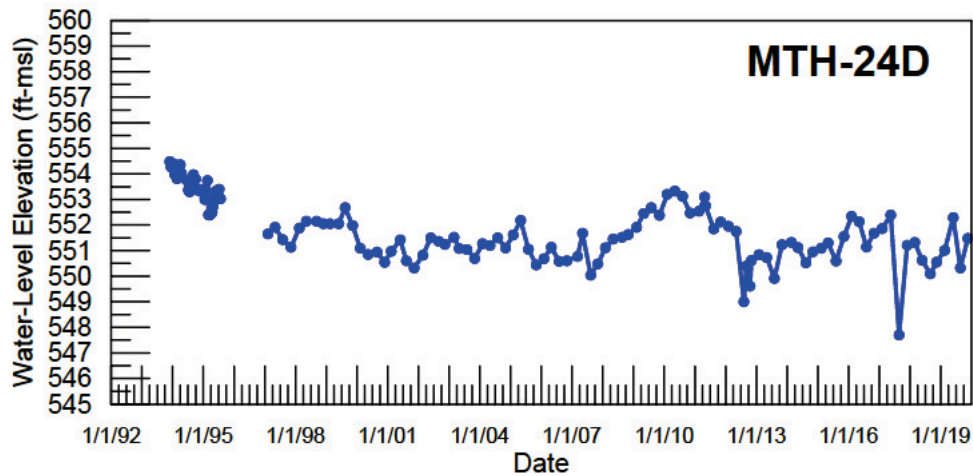
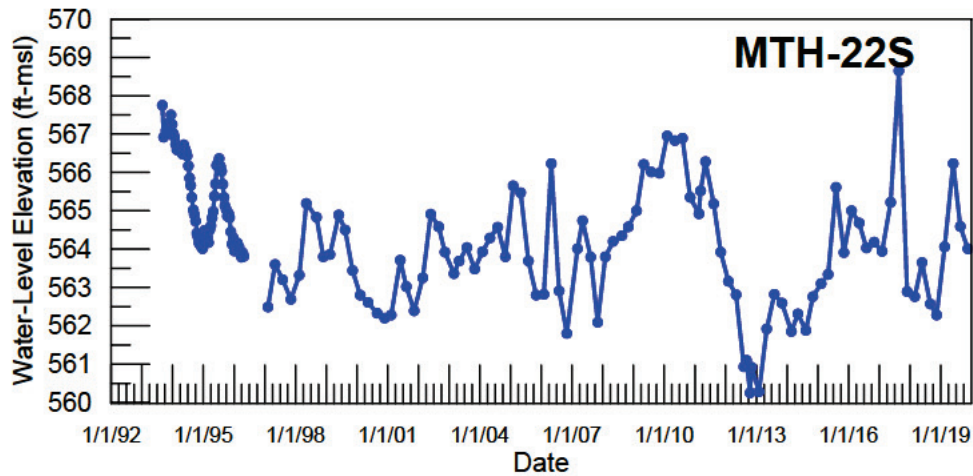
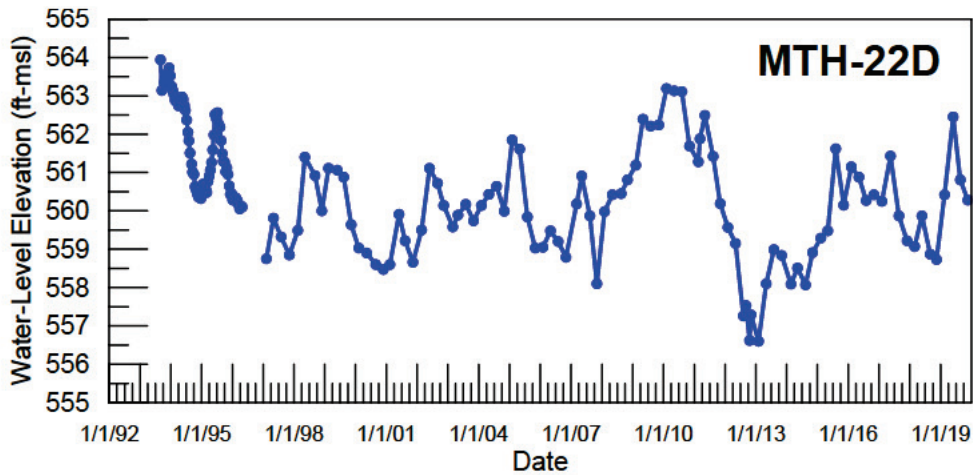
I ILLINOIS



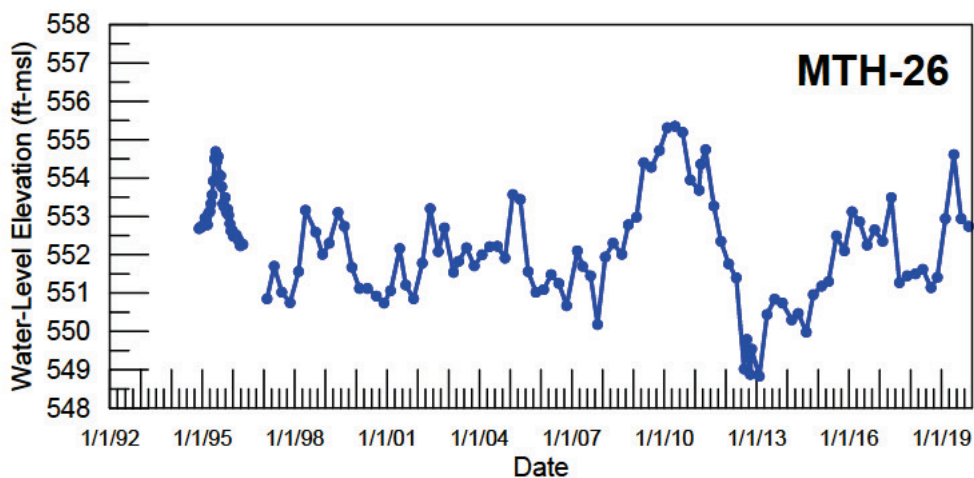
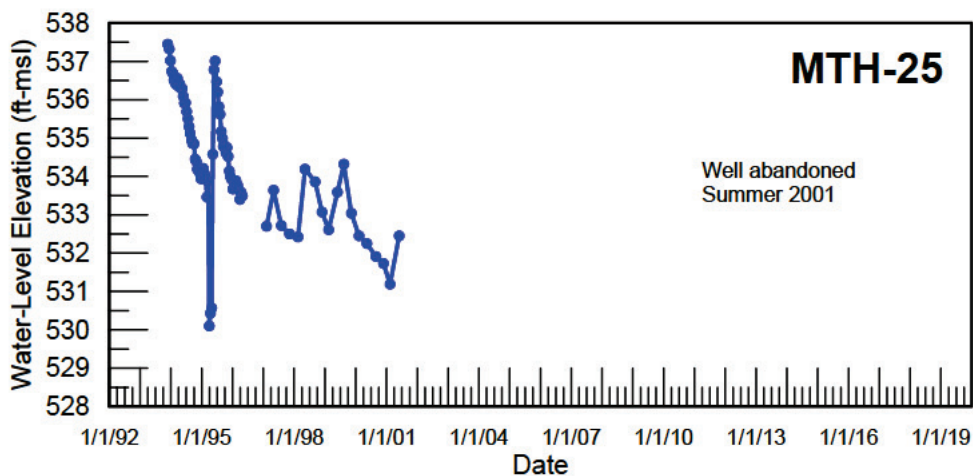
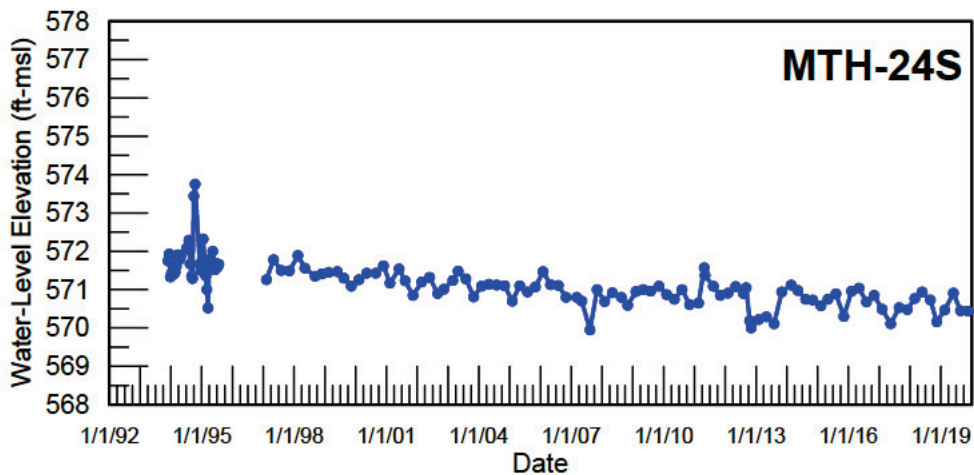
I ILLINOIS



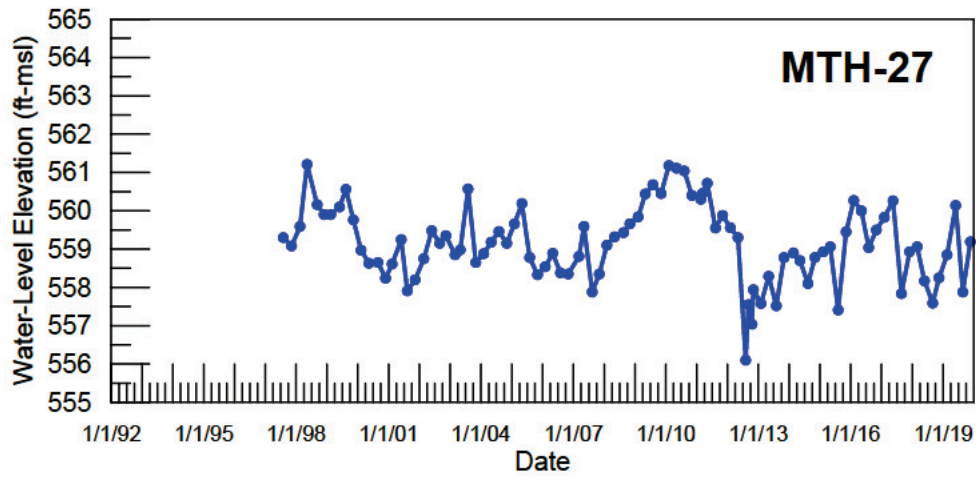
I ILLINOIS



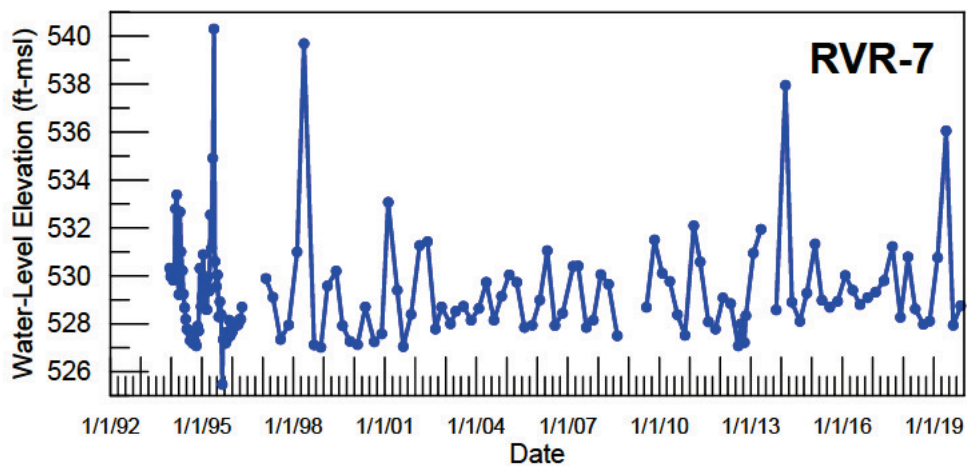
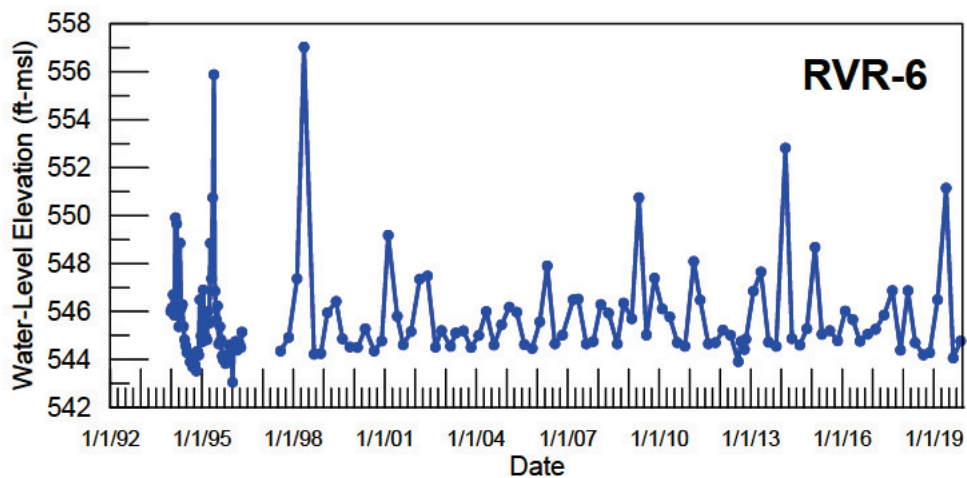
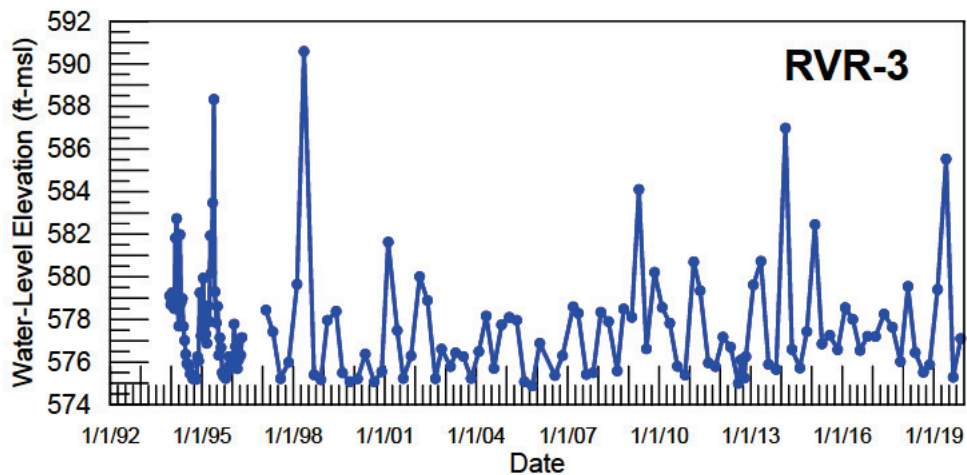
ILLINOIS

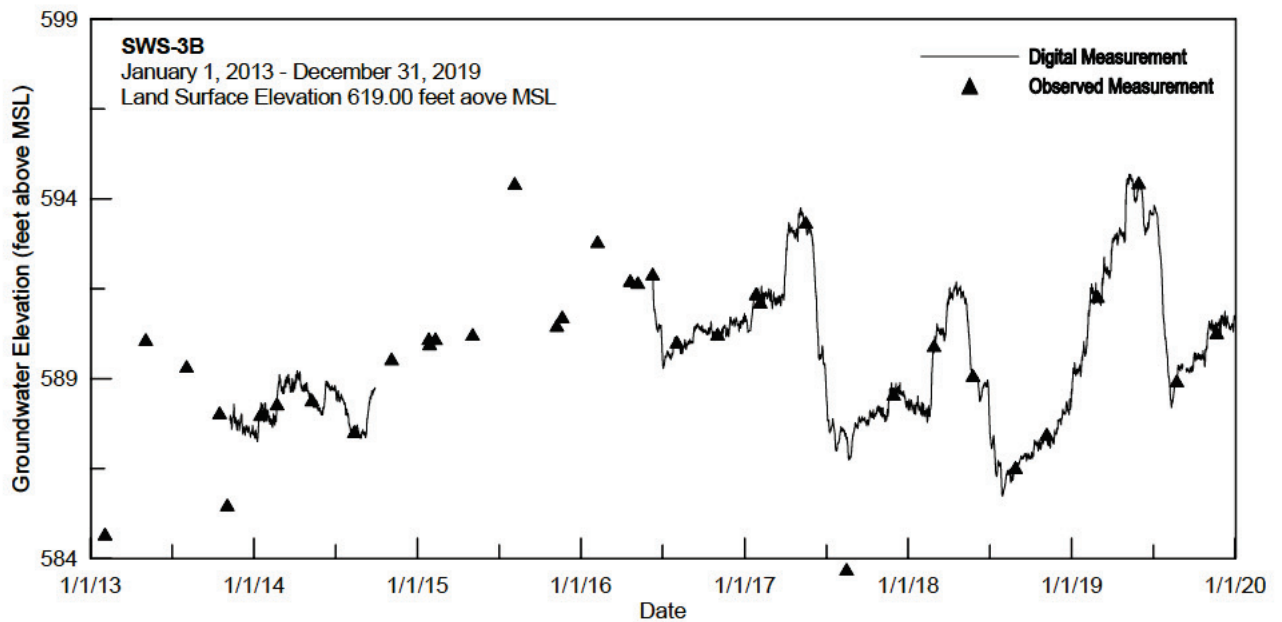
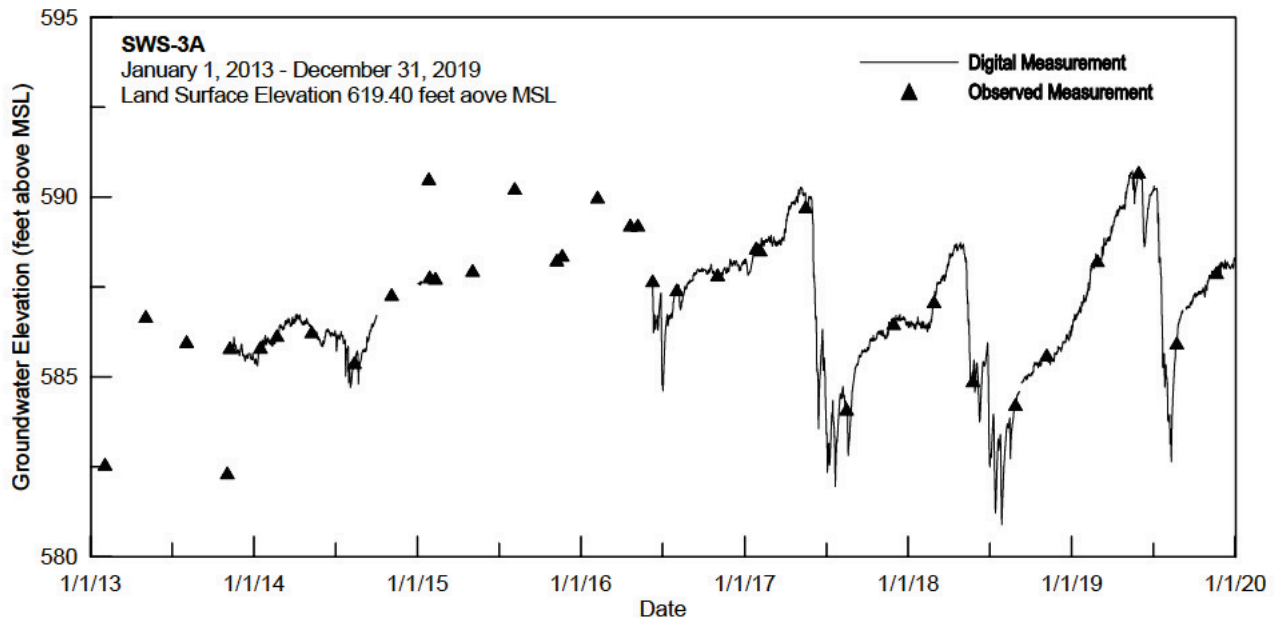


I ILLINOIS

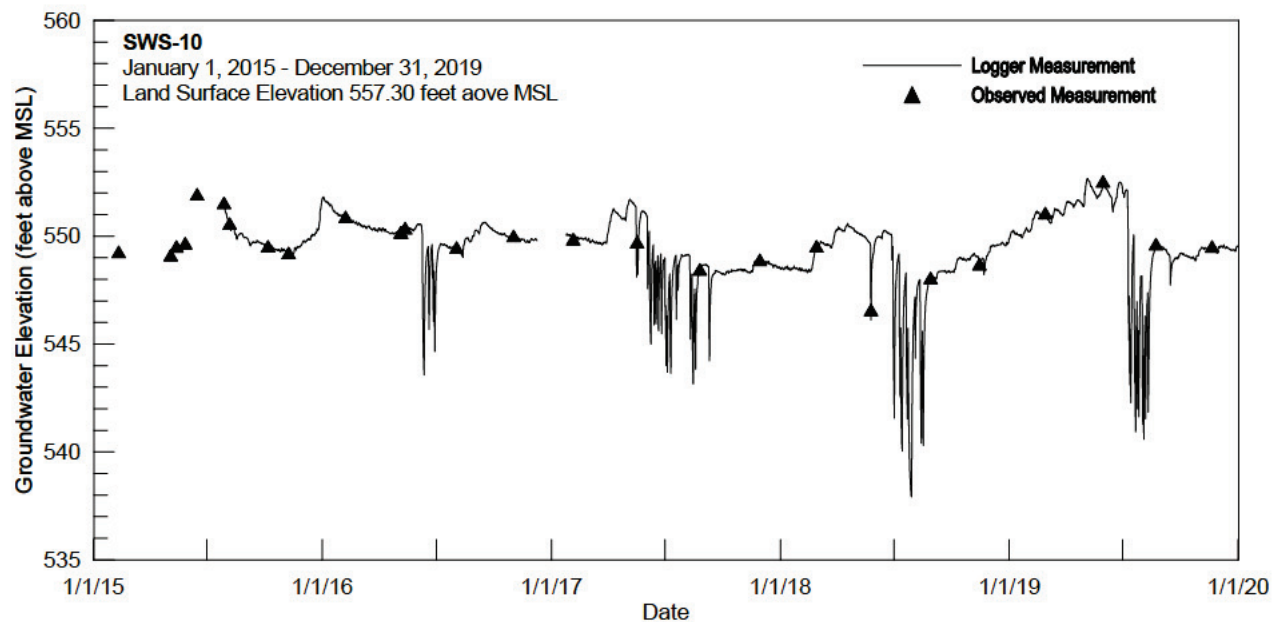
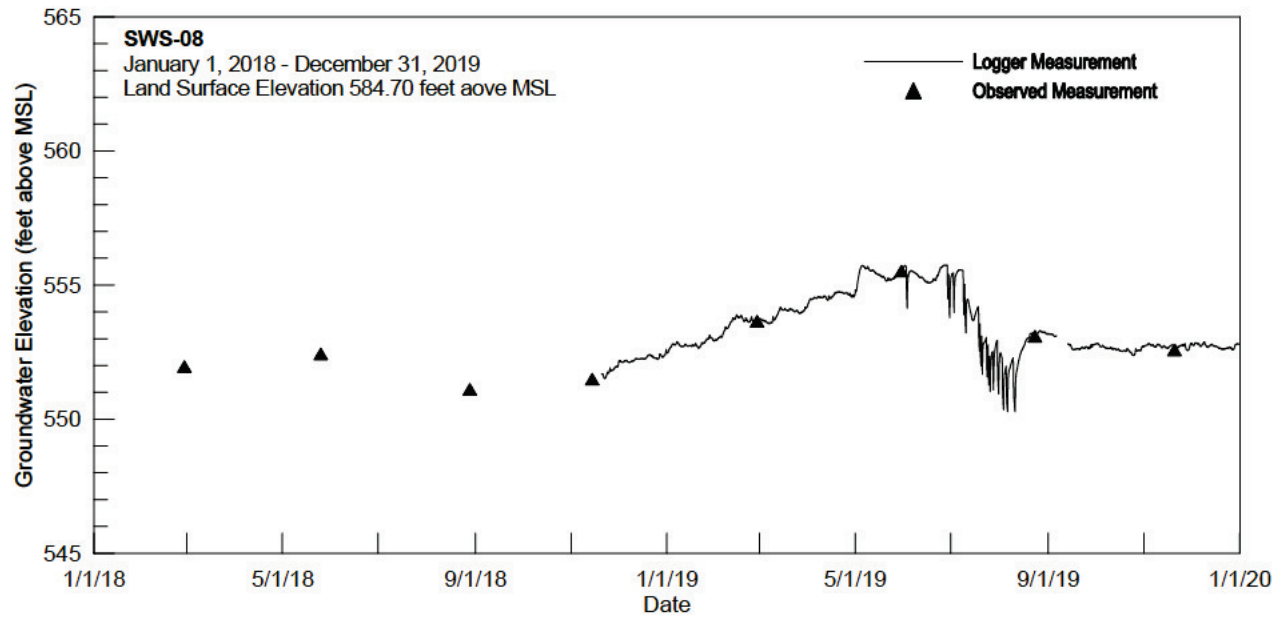


I ILLINOIS

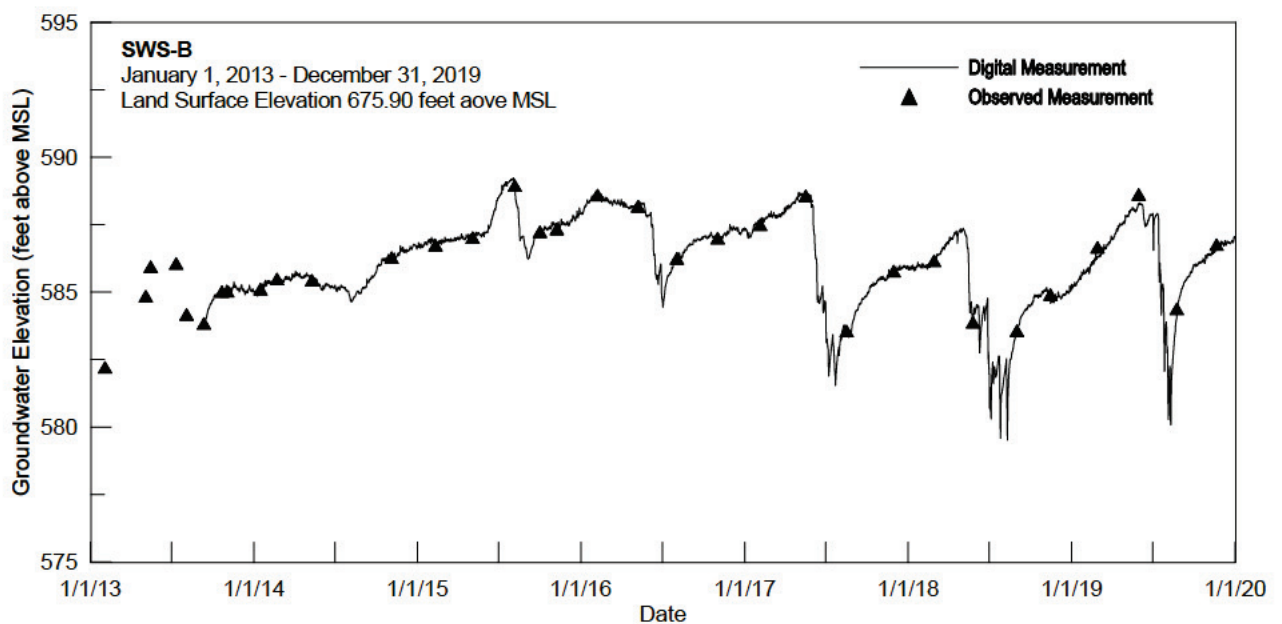
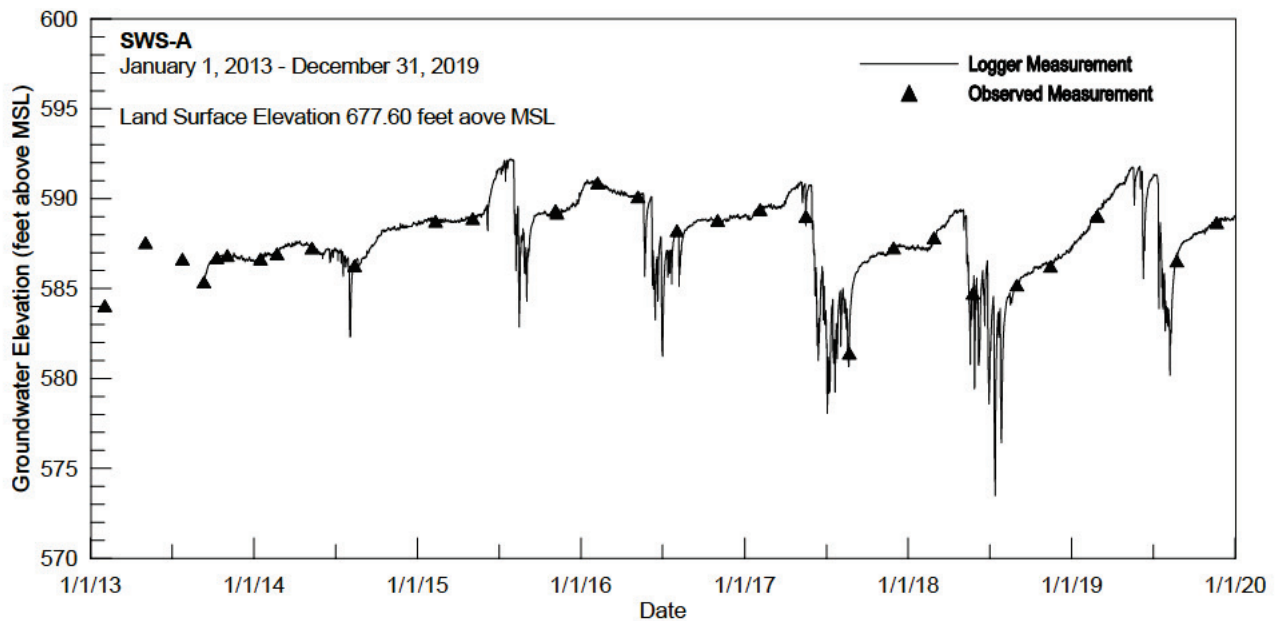




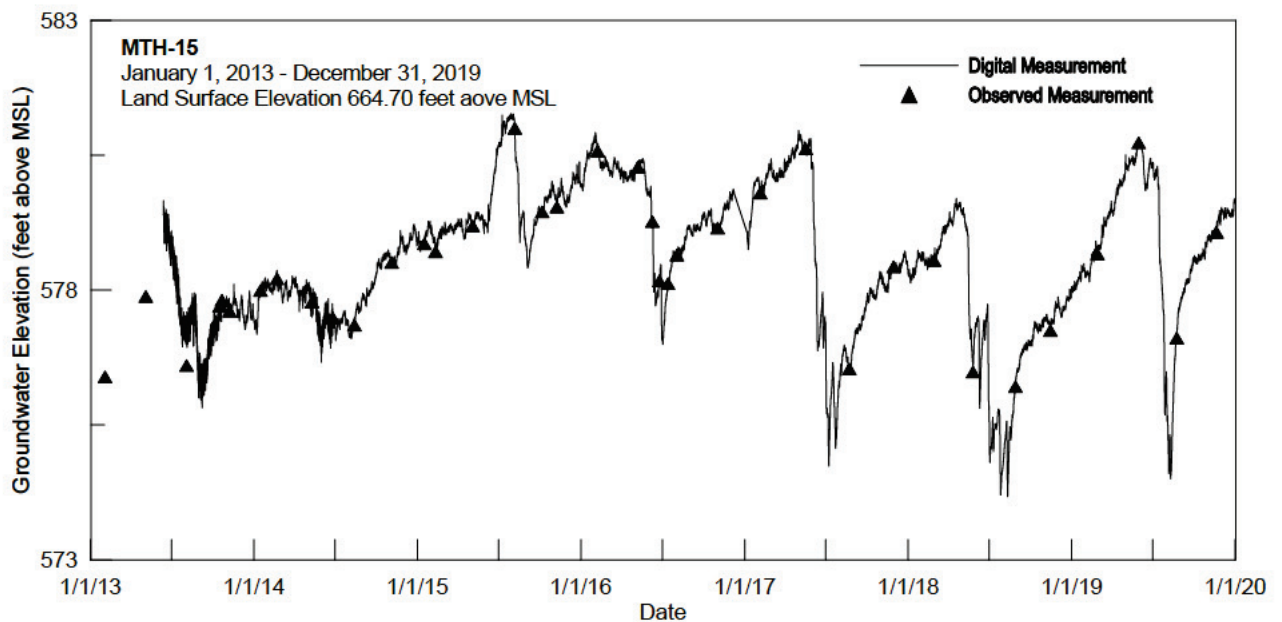
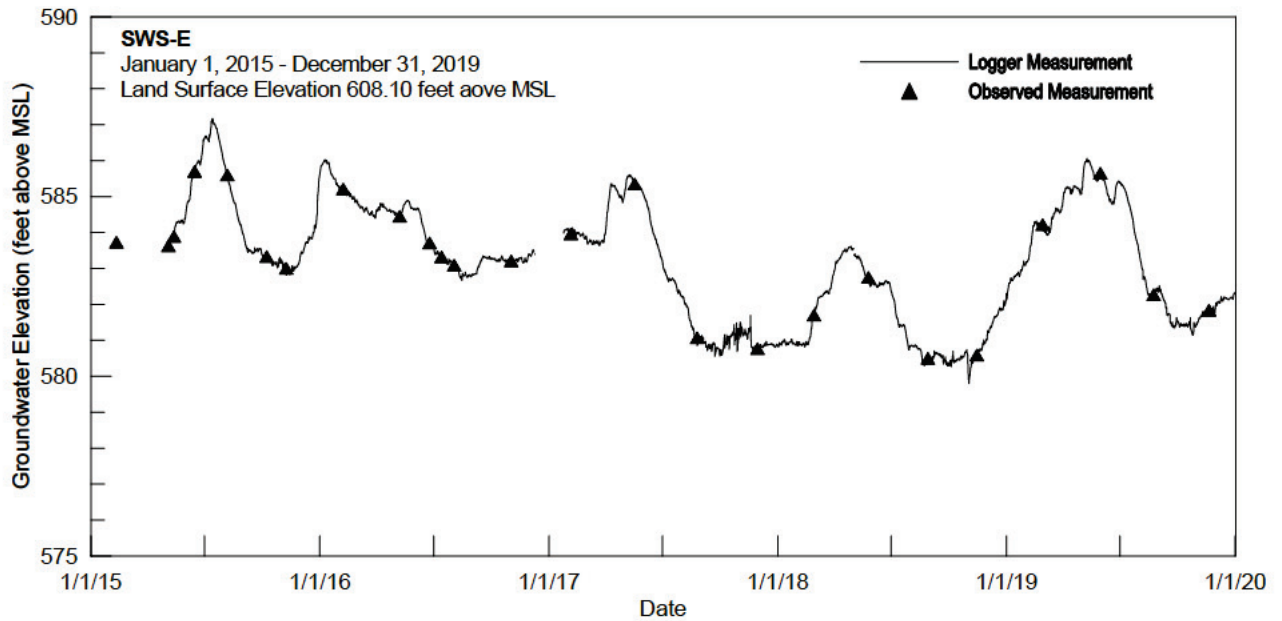
ILLINOIS

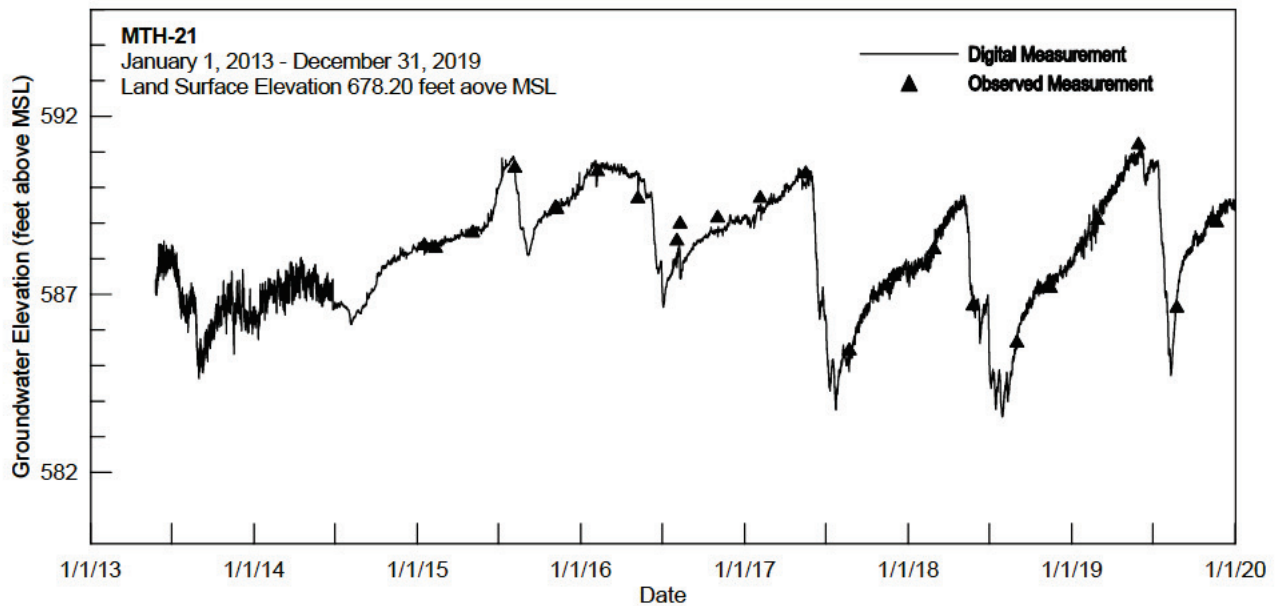
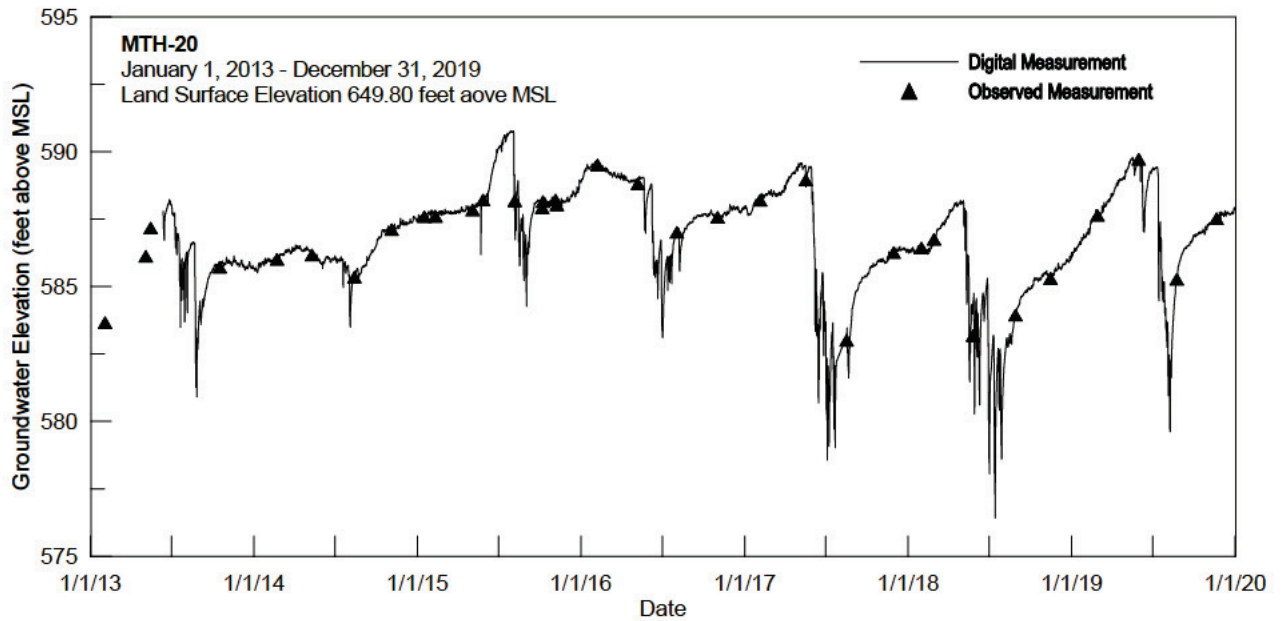


I ILLINOIS

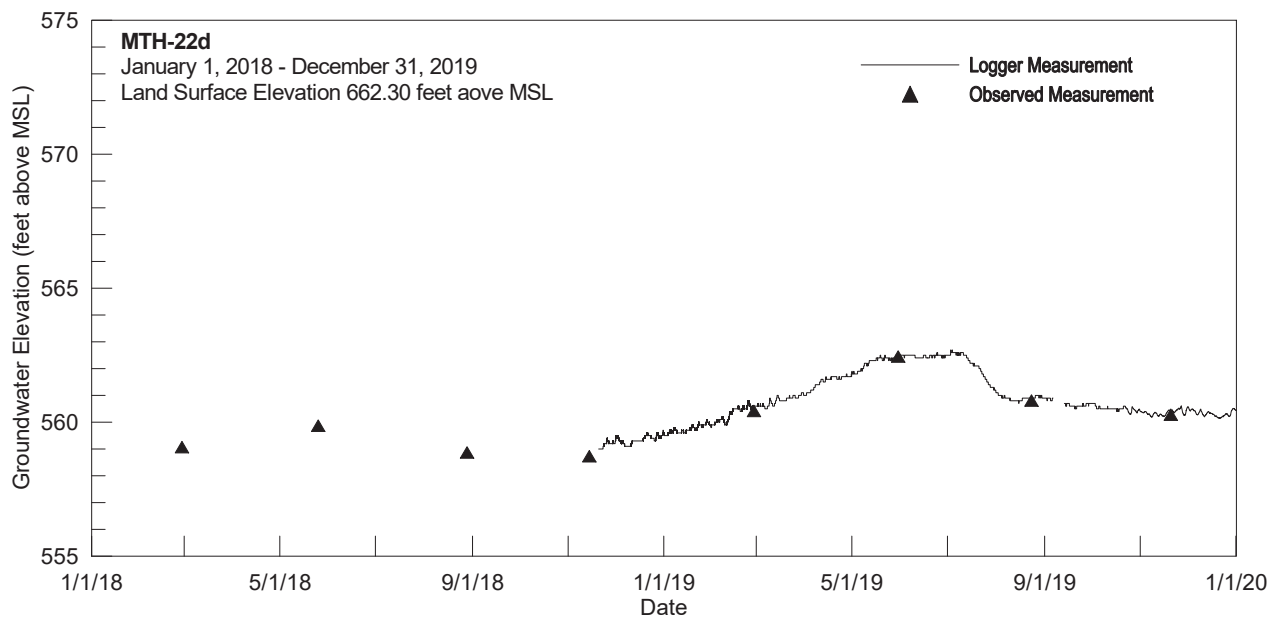
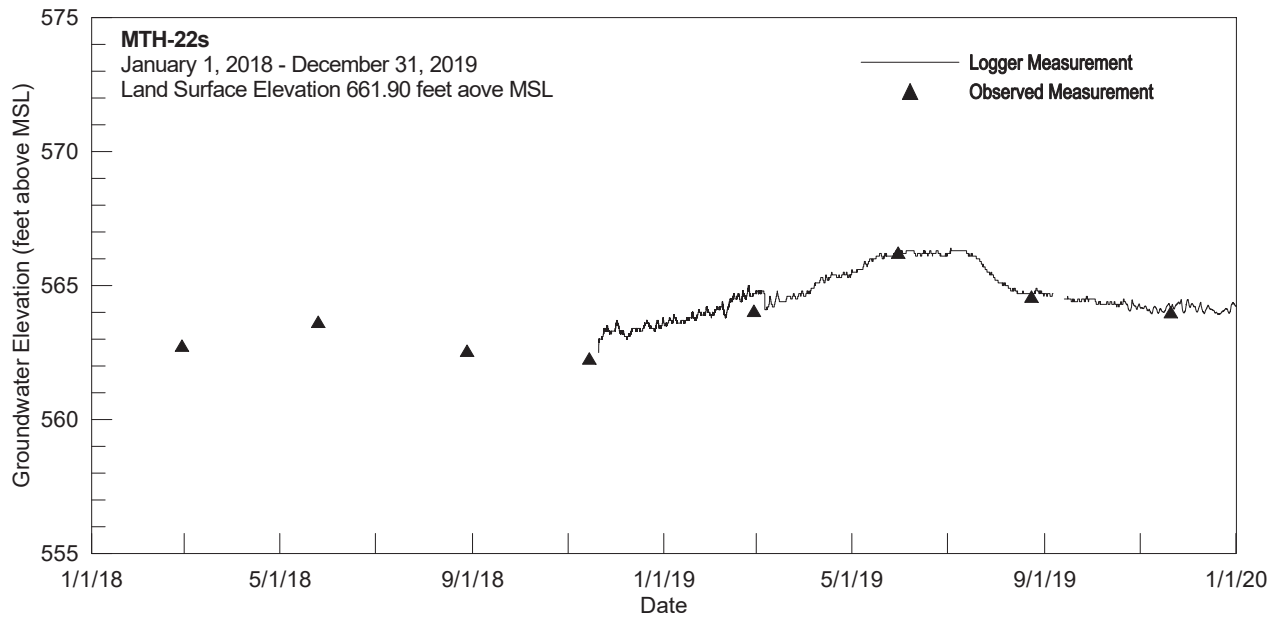


I ILLINOIS

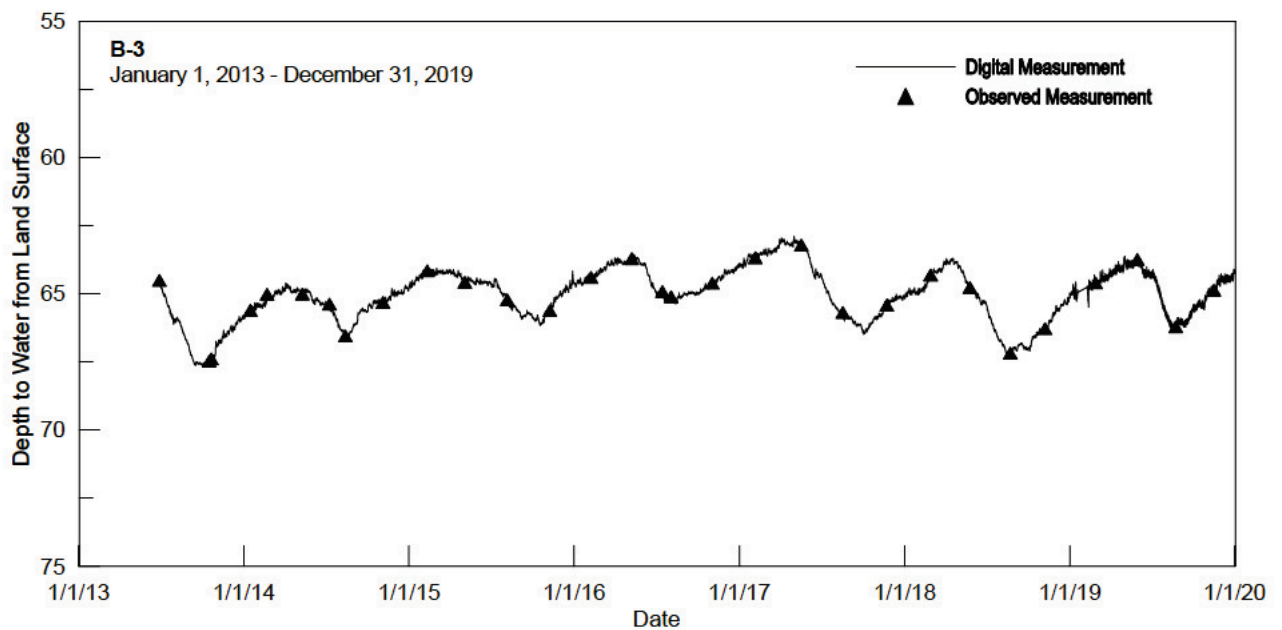
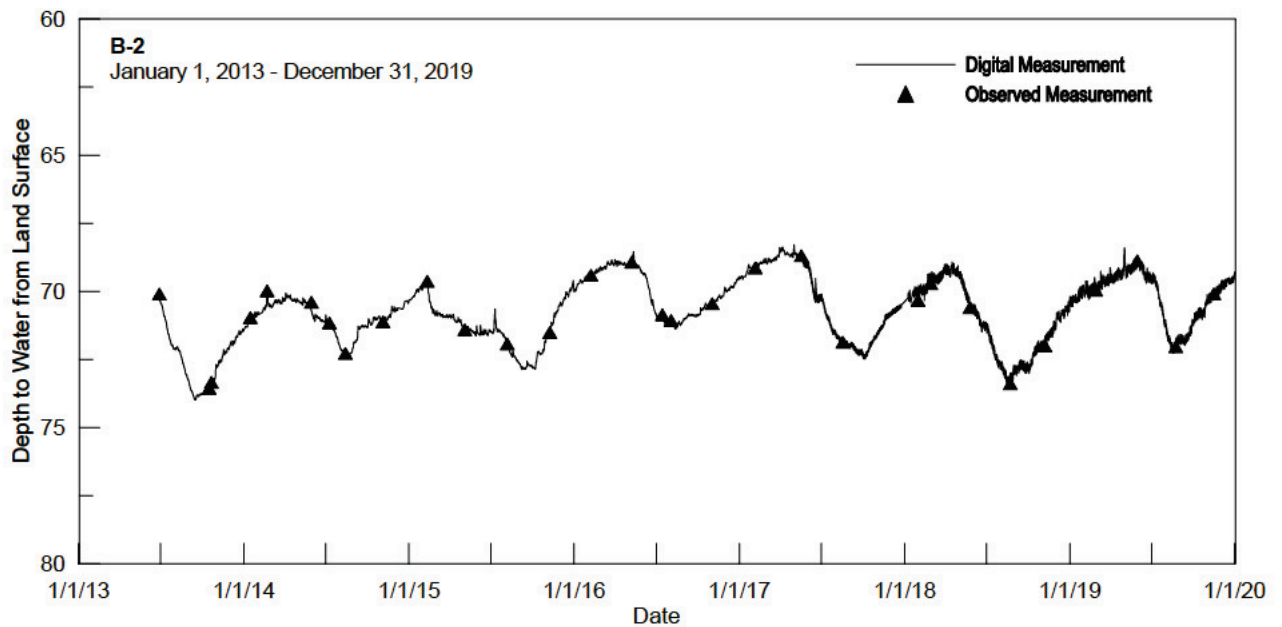




I ILLINOIS



I ILLINOIS





CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: July 13, 2020

SPONSOR: Fire Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an updated Intergovernmental Agreement with the Department of Healthcare and Family Services to participate in a Federal program to receive supplemental Medicaid payments for Ground Emergency Medical Transports, as requested by the Fire Department.

RECOMMENDED MOTION:

The proposed Agreement 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: Illinois Fire Chiefs Association (IFCA) has partnered with the Department of Healthcare and Family Services (HFS) to pursue a Federal program with the Centers for Medicare and Medicaid Services (CMS) for supplemental Medicaid payments commonly known as GEMT (Ground Emergency Medical Transportation). The program was developed to reduce the financial impact on municipalities that provide ground medical transports to Medicaid patients. This program was originally presented to Council and approved on October 26th, 2019. Since the approval by Council the program has been approved by the Centers for Medicare and Medicaid Services (CMS). HFS has updated the Intergovernmental Agreement to reflect the final program and the agreement must be executed to receive the enhanced Medicaid payments. This is a very important program that will generate millions of Federal dollars for Illinois Fire Departments and Districts.

To be eligible to receive funding the City must meet the following criteria:

- Submit to Medicaid for costs of transportation to a recognized facility (hospital) under a National Provider Identifier (NPI) registered to a public provider (Municipality or District).
- Be considered an “obligated provider” of emergency response and transportation to a hospital, meaning that Departments are required by law or statute to respond, treat and transport.
- Annually complete a detailed cost report that delineates the Department’s cost of service (EMS transports) per response on a Department of Healthcare and Family Services (HFS) approved form.
- Execute an Intergovernmental Agreement (IGA) with the State of Illinois HFS.
- Maintain a completed cost report and IGA on file with HFS.

If approved, Supplemental Medicaid payments will be distributed through the following process:

- HFS will calculate the Interim Rate which will make up the difference between published Base Rates for ALS and BLS transport services and the Fire Department's actual cost, which is provided in the most recently filed cost report.
- The Fire Department will continue to submit billing to Medicaid through its normal billing process.
- The Fire Department will transfer to HFS on a quarterly basis 50% of the total Interim Rates received from HFS and its agents for the previous quarter.
- HFS will send a Quarterly invoice to the Fire Department for the transfer of 50% of the supplemental payments.

The Fire Department will have 30 days from receipt to reconcile the invoice and transfer the payment to HFS.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Ground Emergency Medical Transportation fees (ambulance - cost recovery fees) are captured in the General Fund Fire Activity / Program Income account 10015210-54910. If approved, additional cost recovery dollars would be realized by the Fire Department, of which a portion will need to be passed on to the State. The City will not make payments until the additional dollars are received. The City can opt out of the IGA at any time. No additional funds related to this program were captured in the FY2021 Budget. Stakeholders can locate information on this account in the FY2021 Adopted Budget Book titled 'Budget Overview & General Fund' on page 239.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Brian Mohr, Fire Chief

Reviewed by:


F. Scott Rathbun, Finance Director

6/30/2020

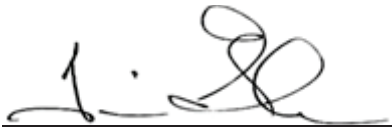

Jeffrey R. Jurgens, Corporation Counsel

7/2/2020


Tara Henry, Legislative Assistant

7/7/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- FIRE 1B GEMT 2020 IGA

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND
Bloomington Fire Department
2020-2021**

The Illinois Department of Healthcare and Family Services (the “Department” or “HFS”) and Bloomington Fire Department, (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the “IGA Act”) and Section 2-32-030 of the Municipal Code of Chicago, hereby enter into this Intergovernmental Agreement (the “Agreement”) in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as “Parties” or individually as a “Party.”

**ARTICLE I
INTRODUCTION**

1.01 Background. Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq.* (the “Public Aid Code”), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates a Fire Department (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.

1.02 Purpose. In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

1.03 Definitions

- (a) Agent means Managed Care Organizations and Administrative Services Organizations.
- (b) ALS means Advanced Life Support billed under CPT Code A0427.
- (c) BLS means Basic Life Support billed under CPT Code A0429.
- (d) Base Rate means the current fee-schedule rate for Provider on the Department’s rate sheet for the Provider as of September 30, 2019.
- (e) Covered Ambulance Services or Services means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
- (f) Effective Federal Match Rate means the weighted average of the Federal Medical Assistance Percentage (FMAP) for Illinois non-Affordable Care Act (ACA) enrollees and the supplemental FMAP for ACA expansion population based on the percentage of Covered Ambulance Services provided to the different populations.
- (g) Interim Rate means the payments to Provider for Covered Ambulance Services in addition to the payments made pursuant to the state plan fee schedule and calculated pursuant to Article III.
- (h) Medical Programs means programs administered by the Department under the Public Aid Code, the Children’s Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).

INTERGOVERNMENTAL AGREEMENT

Page 2 of 5

- (i) Participating Public Ambulance Provider means an ambulance provider owned by a municipal corporation or other unit of local government that has executed an Agreement with the Department with terms substantially identical to this Agreement.
- (j) Quarterly Invoice means an itemized statement provided to the Local Government by the Department regarding supplemental payments for Services previously received by the Provider.
- (k) Rate Year means calendar year.
- (l) State Share means the portion of Medicaid claims expenditures not reimbursed using federal matching dollars.

ARTICLE II INTERGOVERNMENTAL TRANSFER

2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.

2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt and verification of the Quarterly Invoice by the Local Government.

ARTICLE III INTERIM RATES FOR SERVICES

3.01 Calculation. The Interim Rate will be determined as follows:

- i. The Department will calculate, using data from each Provider's most recent timely filed cost report, Provider's total costs per ALS trip and BLS trip for Covered Ambulance Services based on a submitted Department approved cost report.
- ii. The Department will calculate the difference between the ALS and BLS cost per trip calculated pursuant to (i) and the Department's published Base Rate for those trips to establish the Provider's Interim Rates for ALS and BLS.

3.02 Reimbursement. The Department shall pay or cause its agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.

3.03 Cost Reports. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.

3.04 Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

ARTICLE IV TERM

INTERGOVERNMENTAL AGREEMENT

Page 3 of 5

4.01 Term. This Agreement shall commence October 1, 2019 provided Provider's Cost Report was received by the Department on or before October 1, 2019, or on January 1, 2020, if Provider's cost report was received after October 1, 2019 and on or before November 1, 2019, and shall continue until otherwise terminated by the Parties.

ARTICLE V TERMINATION

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement 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.

ARTICLE VI MISCELLANEOUS

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records

INTERGOVERNMENTAL AGREEMENT

Page 4 of 5

and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: Mary.Doran@illinois.gov
Kiran.Mehta@illinois.gov

To Local Government: bmohr@cityblm.org
srathbun@cityblm.org

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

INTERGOVERNMENTAL AGREEMENT

Page 5 of 5

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL GOVERNMENT

SIGNATURE_____

TIM GLEASON

BLOOMINGTON CITY MANAGER

DATE: _____

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

THERESA EAGLESON
DIRECTOR

DATE: _____



CONSENT AGENDA ITEM NO. 8.H

FOR COUNCIL: July 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Maurer Stutz, Inc., for the Final Design of the Sugar Creek Lift Station & Force Main Improvements, in the amount of \$75,105, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Contract be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

-Objective 2c. Functional, well maintained sewer collection system

BACKGROUND: Public Works is recommending the approval of a Professional Services Contract with Maurer Stutz, Inc., (MSI) in order to complete the final design of the Sugar Creek Lift Station and Force Main Improvements. The final design is a continuation of a preliminary study and preliminary design completed by MSI in 2019 and 2020. The purpose of this work is to reduce the size of force main to match the current typical pumping requirements and provide redundancy with a second force main. The redundancy is necessary in case of a failure of the existing force main. With an additional force main, it will minimize the risk of major sanitary sewer overflow that could result in IEPA violations and be expensive to clean up.

In 2016, MSI was selected by the City to complete an evaluation and preliminary design of four lift stations (RFQ# 2016-36): Fell Avenue, Eagle Crest, Farm Bureau, and Sugar Creek. The engineering work in the study of the four (4) lift stations included recommendations for safety upgrades and other improvements to reduce the potential of basement backups and other station failures at each of the locations. The evaluation work was completed in 2017 and MSI was awarded a change order to complete the designs that were recommended in the preliminary phase. The completed designs were constructed under a contract awarded to Stark Excavating, Inc. in April 2017. In addition to the design improvements for the lift stations, Sugar Creek lift station was to have an additional study completed with five flow monitors on its upstream trunk lines to better understand the high peak flows of the lift station.

In May of 2019, utilizing the flow data from the work started in 2017, MSI completed a short report which provided options and recommendations for improvements to the Sugar Creek Lift station and its 30-inch force main. This station has had high levels of corrosive effluent, especially Hydrogen Sulfide (H₂S), that Bloomington Normal Water Reclamation District (BNWRD) was required to treat. The high levels of H₂S mix with other parts of the

wastewater and release sulfuric acid due to chemical reactions. BNWRD has asked that the City try and reduce the corrosiveness of the water being pumped to the treatment plant.

The study by MSI, completed in 2019, indicated that the high levels of H₂S were generally being caused by the long detention times in the approximate 3.3 miles of 30-inch force main. This Sugar Creek lift station and force main, which are approximately 20 years old, were sized for almost double the flows than what are actually coming to the lift station. Because the area has not experienced the expected residential growth, this lift station is currently severely oversized for the amount of sewage coming to the station. Also, because the existing lift station is oversized for the current flows, the pumps run times are reduced and it takes up to 20 hours for the pumped effluents to reach BNWRD. The long detention time (20 hours) in the 30-inch force main create the environment for the wastewater to accumulate the high levels of H₂S. MSI recommended an option to add two smaller pumps within in the existing wet well and add another 12-inch force main that would parallel the existing 30-inch main for the total of approximately 3.3 miles to BNWRD. The proposed 12-inch force main will significantly reduce the detention time in the pipe and should help reduce the high levels of H₂S that are produced in the existing 30-inch force main. The new 12-inch force main is intended to be the primary pipe to convey wastewater from the lift station to BNWRD. The 30-inch force main would only be used in wet weather, where the capacity of the 12-inch main would be exceeded. During wet weather, when the ground is saturated, the sewer collection system typically experiences higher flows due to inflow and infiltration (I&I) into the system. I&I, which is a common issue for almost all collection systems, is accounted for in modern sewer designs. Over many years, the City's Staff has implemented reduction efforts of I&I, where it feasible, through such methods as sewer lining, grouting and manhole rehabilitation.

With the remaining funds of the 2016 and 2017 contracts, MSI was instructed by staff to complete preliminary design work, based on the recommendations for the 2019 report. The preliminary design work included, early designs of pump station wet well re-configuration and topography and easement field work for the new 12-inch force main.

Through Resolution 2019-34, the City Council approved a list of prequalified vendors for Architectural and Engineering Services. Resolution 2019-34 established eight (8) categories of services and identified qualified vendors to provide services in each category. City staff reviewed the eight (8) engineering firms under the utility category, which is the key design service of the project as described above, and determined MSI to be the most qualified firm to do the work. Based on MSI's selection under RFQ #2019-34 and their experience in utility work, MSI was asked to submit a proposal for scope and fees associated with the Sugar Creek Lift Station and Force Main Improvements. The vendor chosen for this project utilized a qualification-based selection process and therefore, the City's local preference policy does not apply.

MSI's proposed Scope of Services and Professional Services Contract fees are not to exceed \$75,105. For this specific project, as outlined above, MSI was deemed to be the most qualified and best fit for the work out of the pre-qualified engineering firms. The award of this contract would allow MSI to complete plans, IEPA permits and other easement work by the fall of 2020. The construction plans produced with this work are anticipated to be let for bidding around October of 2020.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because the issues stated in the first paragraph of the Background Section. The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund reserves within fund balance guidelines.

The Sanitary Sewer Fund is an Enterprise Fund that generates fees for funding its operations. Sanitary Sewer Fund fees are intended/dedicated solely for the support of sanitary sewer services to the City, including infrastructure expenditures, such as ongoing maintenance and repairs to sanitary sewer and combined sewer infrastructure, emergency cave-ins, and sewer cleaning. 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

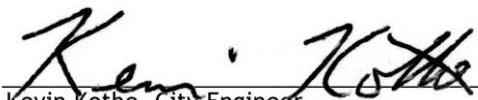
FINANCIAL IMPACT: The funds for these engineering services are included in the FY 2021 Budget under the Sanitary Sewer - Architectural & Engineering for Capital account (51101100-70051). The services within this agreement will cost \$75,105. Stakeholders can locate this in the FY 2021 Budget Book titled “Other Funds & Capital Improvement” on pages 139, 140, 250, 334, 343 and 344.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

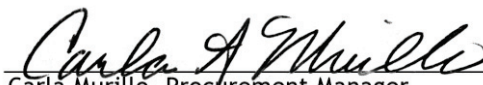
Respectfully submitted for Council consideration.

Prepared by: Ward Snarr, Civil Engineer II

Reviewed by:


Kevin Kothe, City Engineer

6/29/2020


Carla Murillo, Procurement Manager

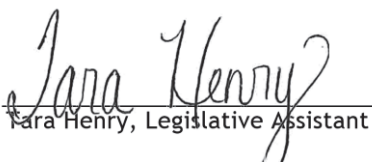
6/30/2020


Chris Tomerlin, Budget Manager

7/2/2020


Jeffrey R. Jurgens, Corporation Counsel

7/5/2020


Tara Henry, Legislative Assistant

7/6/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 2B Contract Sugar Creek Lift Station & Force Main 07132020
- PW 2C Map Sugar Creek Lift Station & Force Main 07132020
- PW 2D Prior Council Memo 04252016 Sugar Creek Lift Station & Force Main 07132020
- PW 2E Prior Council Memo 01232017 Change Order Sugar Creek Lift Station & Force Main 07132020

CITY OF BLOOMINGTON CONTRACT WITH
Maurer Stutz, Inc.
FOR PROFESSIONAL SERVICES FOR
Sugar Creek Lift Station & Forcemain Final Design

THIS AGREEMENT, dated this _____ day of July, 2020, is between the City of Bloomington (hereinafter "CITY") and Maurer Stutz, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

Section 5. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. Standard of Care. Services performed by CONTRACTOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

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

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

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

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

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

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

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

Section 14. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 15. Attorney Fees. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

Section 16. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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

- ☒ Until all of the services and/or deliverables required to provided within this Contract are completed.
- ☐ From one (1) year from the date of execution.
- ☐ From two (2) years from the date of execution.
- ☐ Other: _____

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

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

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

CITY OF BLOOMINGTON

Maurer Stutz, Inc.

By: _____
Its City Manager

By: _____
Its President

ATTEST:

By: _____
City Clerk

By: Cynthia S. Knickerbocker
Its Notary



EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

See Attached. (Next Page)

City of Bloomington, IL
Sugar Creek Pump Station and Force Main Improvements
Scope of Work for Professional Services
June 5, 2020

Project History / Background

This project resulted from a comprehensive planning study (MSI Project No. 23416008.00) in 2016 that Maurer-Stutz, Inc. (MSI) provided for the City of Bloomington. At that time, the City selected MSI to provide professional services to identify, evaluate and recommend solutions to address various issues at four separate pump stations located throughout the City. The four pump stations included the following:

- Eagle Crest Lift Station
- Farm Bureau Pump Station
- Fell Avenue Lift Station
- Sugar Creek Pump Station and Force Main

MSI completed the evaluations and documented the effort in a comprehensive planning study that recommended various remedies to each of the individual pump stations. A follow up project (MSI Project 23416014.00) in 2016 focused on engineering design and development of drawings and specifications to address issues at Eagle Crest Lift Station, Farm Bureau Pump Station, Fell Avenue Pump Station, and Sugar Creek Pump Station and Force Main.

Sugar Creek Pump Station and Force Main

In 2019, the City decided to move forward and address the various issues with the Sugar Creek PS and FM. The issues that were identified in the study/evaluation phase are summarized below:

“The existing pump station and 30” force main are significantly oversized due to anticipated developments that have not occurred. The long force main (approximately 3.3 miles) and very low dry weather flows have generated concern that the force main may be deteriorating due to hydrogen sulfide, which can be caused when wastewater travels a long time in a pipe. Recent television inspections of gravity sewers, which are tributary to the Sugar Creek Lift Station, have revealed some areas of significant pipe degradation. These inspection results have reinforced the concerns of potential deterioration in the force main. The City desires to develop a plan to ensure reliable operation of the pump station and force main in light of these concerns.

A second issue related to this pump station is the high peak flow rates that the City has observed from pump run time records during wet weather conditions. An assessment of infiltration/inflow problems has also been included in this report.”

Based on the evaluations conducted in the planning phase, MSI was retained by the City to provide professional services to address the various myriad issues. As noted above, the City had funds available that were left over from the Evaluation Phase of the project. Those available

funds allowed the City to authorize MSI to move forward with preliminary engineering and design to address the issues associated with the Sugar Creek PS and FM.

Professional Services for the preliminary planning/design phase included the following:

- Preliminary engineering design / analysis
- Topographic Survey of the Project Area
- Limited field investigations to obtain the location of the buried facilities via excavation
- Preliminary development of drawings and specifications
- The costs associated with the preliminary design was approximately \$80,000 (see attachment)

The preliminary work noted above has been completed and the project is ready to move to final design. Professional Services related to final design phase will include the following:

- Final engineering design / analysis
- Development of final drawings and specifications
- Permitting Assistance
- The proposed cost for the final design phase is estimated to be \$75,000 (see attachment)

The preliminary Opinion of Probable Construction Cost is estimated to be \$2 million. The construction cost opinion will be refined during the final design phase.

EXHIBIT B
PAYMENT TERMS

See Attached. (Next Page)

FINAL ENGINEERING DESIGN PHASE - ESTIMATED FEE

Title: Sugar Creek Pump Station & Force Main
 MSI Job No.: 23420005.00
 Date: June 17, 2020

Item No.	Work Task Description	ESTIMATED FEE
DESIGN PHASE PROFESSIONAL SERVICES		
	DRAWINGS AND SPECIFICATIONS	\$ 57,465.00
1	Cover Sheet	
2	General Notes/Legend Sheet	
3	Force Main layout (30 sheets with plan & profile)	
4	Force main details	
5	Proposed Site Plan at pump station	
6	Wet well design & valve vault design (1 sheet)	
7	Diversion Structure (1 Sheet)	
8	Miscellaneous Structural (1 sheet)	
9	Fillets in existing wet well or sloped floor (1/2 sheet)	
10	Sump pump in existing wet well (1/2 sheet)	
11	Replace flow meter for existing pump station (1/4 sheet)	
12	Electrical design & drawings (MEP)	
13	Detail to drain 30 force main (1/4 sheet)	
14	Specifications (edit City specs)	
15	Bidding Documents (assumed as Separate Bid Packages/Bid Schedule)	
16	Additional Work to Separate Pump Station & Force Main Projects	
	PERMITTING	\$ 3,310.00
16	IEPA Construction Permit	
17	IDOT Permit for crossing I-55/I-74	
	PROJECT MANAGEMENT & ADMINISTRATION	\$ 12,050.00
18	Meetings/Review with Client (assume 3)	
19	Coordination with City/BNWRD during design	
20	MSI Review/Coord./Revisions	
	LIMITED BIDDING PHASE PROFESSIONAL SERVICES	\$ 2,280.00
21	Coordination with City and Bidders (answer technical questions)	
	TOTAL ESTIMATED FEE =	\$ 75,105.00

ESTIMATED TOTAL FEE

MAURER-STUTZ, INC. HOURLY RATE SCHEDULE

(450) ONE MEMBER SURVEY CREW	115.00
(750) TWO MEMBER SURVEY CREW	185.00
(755) THREE MEMBER SURVEY CREW	220.00
(701) TECHNICIAN I	50.00
(702) TECHNICIAN II	60.00
(703) TECHNICIAN III	70.00
(704) TECHNICIAN IV	80.00
(705) TECHNICIAN V	90.00
(567) SCIENTIST/DESIGN TECHNOLOGIST II	75.00
(568) SCIENTIST/DESIGN TECHNOLOGIST III	80.00
(569) SCIENTIST/DESIGN TECHNOLOGIST IV	85.00
(570) SCIENTIST/DESIGN TECHNOLOGIST V	95.00
(571) SCIENTIST/DESIGN TECHNOLOGIST VI	115.00
(572) SCIENTIST/DESIGN TECHNOLOGIST VII	120.00
(205) ENGINEER I	88.00
(206) ENGINEER II	95.00
(207) ENGINEER III	105.00
(208) ENGINEER IV	107.00
(209) ENGINEER V	115.00
(199) ELECTRICAL ENGINEER XI	160.00
(493) PROFESSIONAL ENGINEER III	115.00
(494) PROFESSIONAL ENGINEER IV	125.00
(495) PROFESSIONAL ENGINEER V	145.00
(496) PROFESSIONAL ENGINEER VI	155.00
(497) PROFESSIONAL ENGINEER VII	170.00
(498) PROFESSIONAL ENGINEER VIII	175.00
(499) PROFESSIONAL ENGINEER IX	190.00
(681) SURVEYOR IN TRAINING III	95.00
(512) PROFESSIONAL LAND SURVEYOR III	105.00
(515) PROFESSIONAL LAND SURVEYOR VI	133.00
(516) PROFESSIONAL LAND SURVEYOR VII	140.00
(517) PROFESSIONAL LAND SURVEYOR VIII	160.00
(654) STRUCTURAL ENGINEER IV	115.00
(655) STRUCTURAL ENGINEER V	145.00
(657) STRUCTURAL ENGINEER VII	160.00
(658) STRUCTURAL ENGINEER VIII	170.00
(660) STRUCTURAL ENGINEER X	210.00
(230) ENVIRONMENTAL GEOLOGIST VI	115.00
(156) CLERICAL III	65.00
(157) CLERICAL IV	70.00
(525) PROJECT ADMINISTRATOR V	100.00

EFFECTIVE 07/01/19

Addendum to Scope of Services

City of Bloomington Public Works Department

Baseline Consultant Expectations:

1. Quality

- a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
- b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.

2. Customer Service / Communication

- a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
- b. Consistent communication with the Project Manager for the City is critical.
- c. Communication through email is preferred for record keeping purpose.
- d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
- e. Electronic files shall be provided to the City upon completion of the design.
- f. Quantity take-off and calculation sheets shall be provided for construction field inspection.

3. Project Management

- a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
- b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
- c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
- d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
- e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
- f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

Addendum to Scope of Services

City of Bloomington Public Works Department

The Public Works Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2020

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: Linda Bomarito PHONE (A/C, No. Ext): [REDACTED] E-MAIL ADDRESS: [REDACTED] FAX (A/C, No): [REDACTED]														
INSURED Maurer-Stutz, Inc. 3116 N. Dries Lane, Suite 100 Peoria, IL 61604		<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: XL SPECIALTY INS CO</td><td>37885</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL SPECIALTY INS CO	37885	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: XL SPECIALTY INS CO	37885															
INSURER B:																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES**CERTIFICATE NUMBER:** 58907965**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made			[REDACTED]	04/02/20	04/02/21	Each Claim 1,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Proposal 3116 N. Dries Lane, Suite 100 Peoria, IL 61604 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2019

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
7131 N. Knoxville Ave.
Peoria IL 61614

CONTACT NAME Roberta J. Hall

PHONE (A/C, No, Ext)

FAX (A/C, No)

E-MAIL ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A Travelers Indemnity Company

25658

INSURER B Charter Oak Fire Insurance Company

25615

INSURER C Travelers Property Casualty Co of America

25674

INSURER D Travelers Indemnity Co of America

25666

INSURER E

INSURER F

INSURED
Maurer-Stutz, Inc.
3116 N Dries Lane
Peoria IL 61604

COVERAGES

CERTIFICATE NUMBER: 1194468843

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE L MIT APPL ES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:				10/1/2019	10/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY				10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000				10/1/2019	10/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N N	N/A		10/1/2019	10/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Workers Compensation Insurers: Travelers Indemnity Company of America NAIC #25666 (IL); Travelers Casualty Insurance Company of America NAIC #19046 (IN); Travelers Indemnity Company of Connecticut NAIC #25682 (KY).

CERTIFICATE HOLDER

Proposal
3116 N Dries Lane
Peoria IL 61604
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

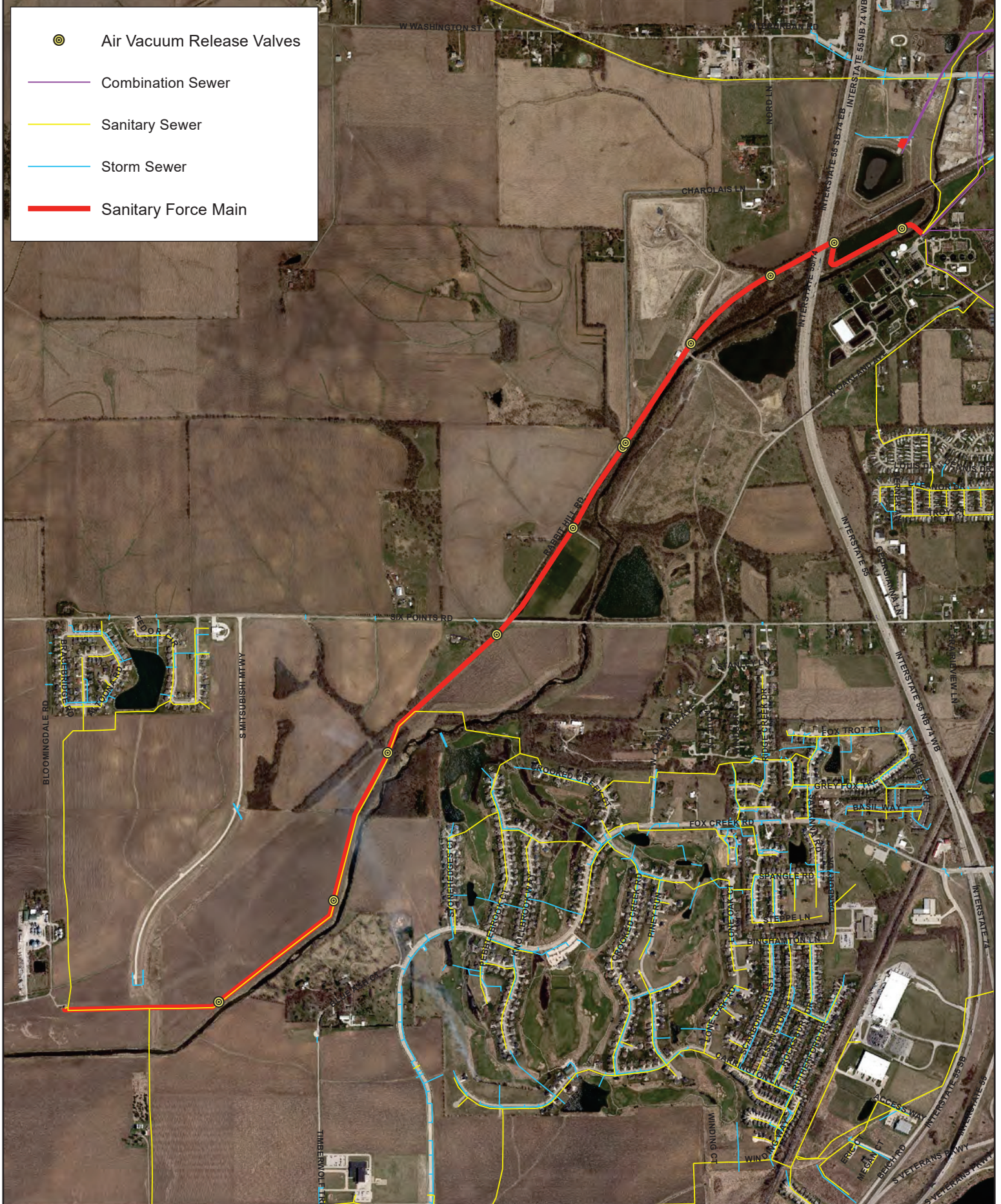
Sugar Creek Sanitary Force Main



0 1,450 2,900
Feet

Date: 11/13/2018

-  Air Vacuum Release Valves
-  Combination Sewer
-  Sanitary Sewer
-  Storm Sewer
-  Sanitary Force Main





CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: April 25, 2016

SUBJECT: Consideration of Review and Analysis of RFQ # 2016-36 - Lift Station and Force Main Evaluation.

RECOMMENDATION/MOTION: That the Professional Services Contract with Maurer Stutz, Inc. for the evaluation of various lift station improvements and associated appurtenances at a cost of \$197,288.00 be approved and the City Manager and City Clerk authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: There are four lift stations that are in need of upgrades. The following will be evaluated under this contract:

1. Eagle Crest Lift Station
2. Farm Bureau Pump Station
3. Fell Avenue Lift Station
4. Sugar Creek Lift Station

Some of the problems at these lift stations include alarm calls for failed components that require a quick response by City crews before basement sewer backups may occur. Other problems include inadequate storage, which results in short response times before basement backups occur. Sugar Creek lift station has excess capacity due to the slowdown in development after construction of the station. This results in long retention times in the force main and this extended time results in the sewage going septic and turning highly corrosive. This reduces the life span of the force main and is not acceptable to Bloomington-Normal Water Reclamation District because of its corrosive nature. Other stations need reconfigurations due to aging pumps and older technology.

The services of a professional engineering company are needed to investigate the feasibility of making necessary improvements to the various lift stations for reasons stated above. Maurer-Stutz was selected using the Professional Services Quality Based Selection Process. This process involved; (1) Sending out Request for Qualifications (RFQ) specific to the project, (2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the eight submittals down to two consultants, (3) Interviewing these two consultants and (4) Selecting a top consultant and negotiating a fee with them.

The current contract includes professional engineering services for the feasibility study and evaluation and will determine the scope for future design and construction efforts. Additional funding for design work is budgeted in FY 2017. This phased approach will provide a more accurate scope and cost for the final design and construction document preparation phases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was mailed to local and other Illinois based Professional Engineering Companies on February 16, 2016. The RFQ was also posted on the City website on the same date.

FINANCIAL IMPACT: The FY 2016 budget includes \$200,000.00 for the professional engineering feasibility and preliminary design services under the Sewer-Engineering Services account (51101100-70050). Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on pages 139, 252, 336 and 338.

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, Project Engineer

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Contract,
- List of RFQ Submittal Firms and Interviewed Firms

Motion: That the Professional Services Contract with Maurer Stutz, Inc. for the evaluation of various lift station improvements and associated appurtenances at a cost of \$197,288.00 be approved and the City Manager and City Clerk authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

**CITY OF BLOOMINGTON CONTRACT WITH
MAURER-STUTZ, INC.
FOR PROFESSIONAL SERVICES FOR
LIFT STATION AND FORCE MAIN EVALUATION DESIGN**

THIS AGREEMENT, dated this 25th day of April, 2016, is between the City of Bloomington (hereinafter "CITY") and MAURER-STUTZ, INC. (hereinafter "CONSULTANT").

NOW THEREFORE, the parties agree as follows:

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

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

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

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

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs, provided that the court order or judgment specifically awards attorney's fees and court costs to the prevailing party. Either party may also terminate this Contract for any reason by giving 15 days advance written notice. Upon such termination, the City shall only be obligated to pay for the services already performed. No other damages shall be available to either party for the early termination.

Section 5. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by CONSULTANT pursuant to this Contract are instruments of CONSULTANT'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONSULTANT further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. Standard of Care. Services performed by CONSULTANT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

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

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

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

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

Section 11. Compliance with Laws. CONSULTANT agrees that any and all services by CONSULTANT shall, when performing services for the City, comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

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

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

Section 14. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 15. Attorney Fees. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees), provided that the court order or judgment specifically awards attorney's fees and court costs to the prevailing party.

Section 16. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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

- ☒ Until all of the services and/or deliverables required to provided within this Contract are completed.
- ☐ From one (1) year from the date of execution.
- ☐ From two (2) years from the date of execution.
- ☐ Other: _____

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

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

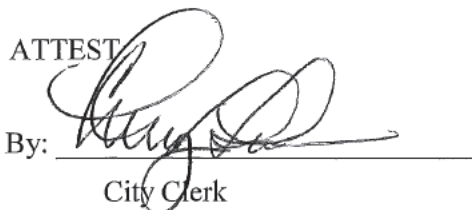
Section 18. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

MAURER-STUTZ, INC.

By: 
Its City Manager

By: 
Its President

ATTEST
By: 
City Clerk

By: 
Its VICE PRESIDENT

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

See attached.

EXHIBIT A

PROJECT #1: EAGLE CREST LIFT STATION EVALUATION

Problem Statement

Maurer-Stutz understands that this lift station surcharged in 2008 causing basement flooding in 3-4 nearby homes. The apparent cause of the problem was a crusted surface on the wastewater in the wet well that resulted in the float switches not functioning properly. Since 2008 the City has been cleaning the wet well on a routine basis to prevent accumulations on the surface of the wastewater. However, in addition to this procedure the City has requested that additional alternatives be evaluated that will provide the City with a reasonable response time to address alarm conditions before backup problems occur.

Scope of Services

Maurer-Stutz, Inc. envisions the Scope of Services for the Eagle Crest Lift Station Evaluation to include the following tasks:

- Obtain GIS data for the lift station service area.
- Site visit to collect lift station information and background data.
- Install flow monitors on the two influent sewers and monitor flow to obtain peak wet weather flow. If historical flow meter data is available, this task may not be needed. For purposes of the Scope of Services we have assumed that 6 months of flow monitoring will be required, beginning in the spring. We anticipate conducting this work through a company that specializes in metering installations and data collection. Installation of flow metering equipment shall be provided by a subcontractor.
- Estimate peak flow from future developments that will be tributary to the Eagle Crest Lift Station.
- Estimate the total future peak flow to the lift station. Compare this with the existing peak design flow and use the largest value for purposes of this evaluation.
- Determine the required time for the City to respond to a high level alarm condition. This will require input from the City.
- Compute the required wet well storage volume to provide the required response time.
- Develop alternatives to provide the required response time.
- Evaluate the alternatives based on cost, feasibility, environmental factors, etc.
- Review the alternatives with the City.
- Select the most appropriate alternative and prepare a basis of design.
- Prepare a preliminary evaluation report.
- Review the report with the City.
- Revise the report for any City comments.
- Prepare and submit a final report.

Fee Estimate

Maximum Fee = \$40,645*

*Maurer-Stutz proposes to perform the Scope of Services outlined above on an hourly rate basis plus equipment charges. Should it be necessary to extend the flow monitoring period beyond 6 months in order to capture a significant rainfall event, the cost of the monitoring effort may increase.

PROJECT #2: FARM BUREAU PUMP STATION EVALUATION

Problem Statement

Maurer-Stutz understands that this storm pumping station and associated storm detention basin has been in service for many years and that the pumps are in need of repair or replacement in order to maintain reliable service. Due to the size and age of the pumps, the cost of repairs or installation of new pumps is very expensive. The City has requested the evaluation of alternatives that would allow all or a portion of the existing detention basin to be drained by gravity rather than by pumping.

Scope of Services

Maurer-Stutz, Inc. envisions the Scope of Services for the Farm Bureau Pump Station Evaluation to include the following tasks:

- Obtain GIS data for the lift station service area.
- Obtain storm detention requirements from the City (methods and formulas).
- Determine the drainage area boundary. This will determine the total area that drains into the storm detention basin.
- Determine the existing capacity of the detention basin based on site contours from the GIS maps.
- Calculate the required capacity of the detention basin based on the City's procedures and GIS data, such as pervious areas, impervious areas, drainage distances, etc.
- Determine the maximum feasible water elevation in the basin based on storm sewer inlet and manhole elevations.
- Evaluate downstream storm sewers for gravity discharge from the basin.
- Develop potential alternatives: We envision that the alternatives, as a minimum, will include the following: a) continue with the existing pump system, including repair and replacement as needed (this alternative is a "no change" option), b) drain the basin as far as possible by gravity and pump the remainder of the volume with a small pump, and c) drain the basin entirely by gravity, which will require filling the bottom of the pond and raising the high water level to maintain the required storage volume.
- Evaluate the alternatives based on cost, feasibility, environmental factors, etc.
- Conduct a preliminary review meeting with the City to discuss the alternatives.
- Select the most appropriate alternative and prepare and generate a plan of improvements.
- Prepare a preliminary evaluation report.
- Review the report with the City.
- Revise the report based on any City comments.
- Prepare and submit a final report.

Fee Estimate

Maximum Fee = \$40,003*

*Maurer-Stutz proposes to perform the Scope of Services outlined above on an hourly rate basis.

PROJECT #3: FELL AVE. LIFT STATION EVALUATION

Problem Statement

Maurer-Stutz understands that on occasion during high flow conditions the pumps in the Fell Avenue Lift Station will overheat and trip out. The City has requested that the pump station be evaluated to determine the cause of the problem and that alternatives be evaluated to resolve the problem.

Scope of Services

Maurer-Stutz, Inc. envisions the Scope of Services for the Fell Ave. Lift Station Evaluation to include the following tasks:

- Obtain GIS data for the lift station service area.
- Site visit to collect lift station information and background data.
- Review with City the conditions when pumps trip out.
- Install a flow monitor on the influent sewer and monitor flow to obtain peak wet weather flow. Install a level sensor in the 60" discharge sewer to obtain high level information. If historical data is available, this task may not be needed. For purposes of the Scope of Services we have assumed 6 months of monitoring will be required, probably beginning in the spring. We envision that the flow and level monitoring work will be performed by a flow metering company that will be a subcontractor to MSI. This information will be used to determine the worst case system head curve.
- Perform draw down tests in wet well to verify the actual pumping rate.
- Check electrical controls and measure amp draw for each pump.
- Perform coordination with the pump vendor regarding potential pump/control issues.
- Calculate system head curves and plot with pump curves to determine potential problems.
- Develop alternatives to prevent pumps from tripping out. Depending on the results of the investigation we envision the alternatives may include a) electrical revisions, b) plumbing revisions, and c) pump revisions.
- Evaluate the alternatives based on cost, feasibility, environmental factors, etc.
- Conduct a preliminary review meeting with the City to discuss the alternatives.
- Select the most appropriate alternative and prepare a basis of design.
- Prepare a preliminary evaluation report.
- Review the report with the City.
- Revise the report for any City comments.
- Prepare and submit a final report.

Fee Estimate

Maximum Fee = \$40,746*

*Maurer-Stutz proposes to perform the Scope of Services outlined above on an hourly rate basis plus equipment charges. Should it be necessary to extend the flow monitoring period beyond 6 months in order to capture a significant rainfall event, the cost of the monitoring effort may increase.

PROJECT #4: SUGAR CREEK FORCE MAIN EVALUATION

Problem Statement

Maurer-Stutz understands that the pump station and 30" concrete force main are significantly oversized, as a result of planned development that has not occurred. Due to the long force main (approximately 3.2 miles) and the very low flows, there is concern that the force main may be deteriorating due to the long travel time in the pipe. The City has requested that the force main be investigated to determine the degree of deterioration and, if significant, to develop a plan of action or alternatives to rectify the problem.

Scope of Services – Phase 1

Maurer-Stutz, Inc. envisions the Phase 1 Scope of Services for the Sugar Creek Force Main Evaluation to include the following tasks:

- Review the City's Division B Drawings for the Force Main.
- Obtain flow meter data and run time hours for the lift station. This information will be used to determine the detention time in the force main and potential needs for flow diversion during inspection of the force main.
- Coordinate with the City's on-call contractor to remove a few of the air release valves to facilitate a localized internal force main inspection (estimate 4 or 5 locations).
- Coordinate with the City regarding operation of the lift station during the force main inspection process.
- Coordinate with a City contractor to partially drain the force main to allow for localized inspection at some of the air release valve locations. This would require draining approximately 110,000 gallons of wastewater from the force main and hauling it to the wastewater treatment plant for treatment. It appears that tank trucks could be loaded from the pump station bypass line on the south side of the pump station.
- Check the force main at some of the air release valve locations with a TV camera.
- Evaluate the local pipe condition based on the results of the TV inspections.
- Prepare a preliminary evaluation report.
- Review the report with the City.
- Revise the report based on any City comments.
- Prepare and submit a final report.

Scope of Services – Phase 2

If the results of Phase 1 indicate that the force main has significant deterioration, MSI would propose that the City proceed with a Phase 2 project. It is anticipated that the Scope of Services for this Phase may include a full internal pipe assessment, an evaluation to address repair or replacement of the force main, and an evaluation of smaller pumps.

Fee Estimate

Maximum Fee = \$75,894*

*Maurer-Stutz proposes to perform the Phase 1 Scope of Services outlined above on an hourly rate basis plus equipment and sub-contractor charges. We have not included the cost of the City's on-call contractor to remove and replace the air release valves nor have we included the cost of a City contractor to partially drain the force main. We have assumed that these expenses would be paid separately by the City. However, we have two crew days for Hoerr Construction to perform televising and they may be able to perform the removal and replacement of air release valves if time allows.

If Phase 2 is warranted, Maurer-Stutz will provide a fee estimate at the conclusion of Phase 1.

EXHIBIT B
FEES & PAYMENT TERMS

See Attached.

EXHIBIT B

Cost Summary

<u>Project</u>	<u>Project Estimate</u>
Eagle Crest Lift Station	\$ 40,645.00
Farm Bureau Pump Station	\$ 40,003.00
Fell Avenue Lift Station	\$ 40,746.00
Sugar Creek Lift Station	\$ 75,894.00
Total Estimated Cost:	\$ 197,288.00

MAURER-STUTZ, INC.
HOURLY RATE SCHEDULE

(450) ONE MEMBER SURVEY CREW.....	100.00
(750) TWO MEMBER SURVEY CREW.....	150.00
(755) THREE MEMBER SURVEY CREW	210.00
(701) TECHNICIAN I	50.00
(702) TECHNICIAN II	58.00
(703) TECHNICIAN III	65.00
(704) TECHNICIAN IV	75.00
(705) TECHNICIAN V	78.00
(569) SCIENTIST/DESIGN TECHNOLOGIST IV	75.00
(570) SCIENTIST/DESIGN TECHNOLOGIST V	85.00
(571) SCIENTIST/DESIGN TECHNOLOGIST VI	105.00
(572) SCIENTIST/DESIGN TECHNOLOGIST VII	110.00
(205) ENGINEER I	75.00
(206) ENGINEER II	85.00
(207) ENGINEER III	90.00
(208) ENGINEER IV	98.00
(209) ENGINEER V	112.00
(199) ELECTRICAL ENGINEER XI	155.00
(493) PROFESSIONAL ENGINEER III	100.00
(494) PROFESSIONAL ENGINEER IV	110.00
(495) PROFESSIONAL ENGINEER V	130.00
(496) PROFESSIONAL ENGINEER VI	142.00
(497) PROFESSIONAL ENGINEER VII	155.00
(498) PROFESSIONAL ENGINEER VIII	160.00
(499) PROFESSIONAL ENGINEER IX	185.00
(681) SURVEYOR IN TRAINING III	90.00
(515) PROFESSIONAL LAND SURVEYOR VI	115.00
(516) PROFESSIONAL LAND SURVEYOR VII	135.00
(517) PROFESSIONAL LAND SURVEYOR VIII	150.00
(654) STRUCTURAL ENGINEER IV	110.00
(655) STRUCTURAL ENGINEER V	130.00
(657) STRUCTURAL ENGINEER VII	155.00
(658) STRUCTURAL ENGINEER VIII	170.00
(660) STRUCTURAL ENGINEER X	210.00
(230) ENVIRONMENTAL GEOLOGIST VI	120.00
(156) CLERICAL III	55.00
(157) CLERICAL IV	60.00
(525) PROJECT ADMINISTRATOR V	88.00

EFFECTIVE 03/01/16

Submittal & Interview List for Lift Station and Force Main Evaluation/Design - RFQ #2016-36

CONSULTANT	STREET	ADDRESS
Mauer-Stutz, Inc.	3116 N Dries Lane	Peoria, IL 61604
Baxter & Woodman, Inc.	8840 W 192nd St	Mokena IL 60448
McClure Engineering	1138 Columbus St.	Ottawa, IL 61350
MSA Professional Services, Champaign LLC	201 W Springfield Ave., Suite 400	Champaign IL 61820
Lewis, Yockey & Brown, Inc.	505 N. Main Street	Bloomington IL 61701
Crawford, Murphy & Tilly, Inc.	401 SW Water St., Suite 209	Peoria, IL 61602
ESI Consultants, Ltd.	753 Windsor Road	Charleston, IL 61920
Clark Dietz, Inc.	125 W Church St	Champaign, IL 61820



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2016

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: Linda Bomarito PHONE (A/C, No. Ext): [REDACTED] FAX (A/C, No): E-MAIL ADDRESS: lbomarito@holmesmurphy.com	INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 37885
INSURED Maurer-Stutz, Inc. 3116 N. Dries Lane, Suite 100 Peoria, IL 61604				

COVERAGES

CERTIFICATE NUMBER: 46465817

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made			[REDACTED]	04/02/16	04/02/17	Each Claim 1,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

To Whom it May Concern

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2015

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
4921 N. Glen Park Place
Peoria IL 61614

CONTACT
NAME: Roberta J. Hall
PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No): 309-692-5099
E-MAIL: Roberta_Hall@ajg.com
ADDRESS:

INSURED
Maurer-Stutz, Inc.
3116 N Dries Lane
Peoria, IL 61604

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :Travelers Property Casualty Co of A	25674
INSURER B :Travelers Indemnity Company	25658
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 869318272

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			[REDACTED]	10/1/2015	10/1/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			[REDACTED]	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			[REDACTED]	10/1/2015	10/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	[REDACTED]	10/1/2015	10/1/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER

Proposal
3116 N Dries Lane
Peoria IL 61604 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: **January 23, 2017**

SUBJECT: Consideration of a Resolution authorizing a Change Order in the amount of \$70,000.00 between the City of Bloomington and Maurer Stutz for the FY 2016 Lift Station and Force Main Evaluation/Design (RFQ #2016-36) for the purpose of funding the completion of design and bidding documents.

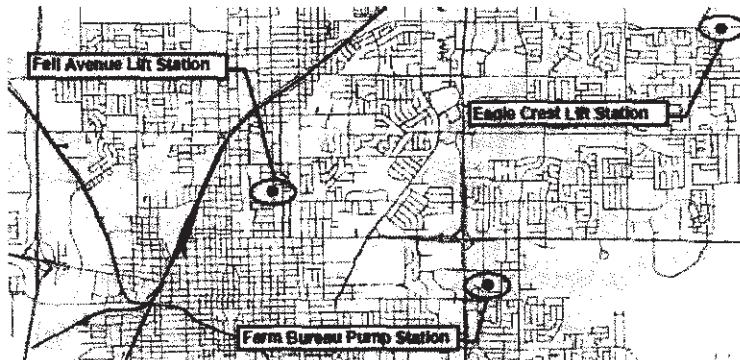
RECOMMENDATION/MOTION: That the Resolution authorizing a change order in the amount of \$70,000.00 for the contract between the City of Bloomington and Maurer-Stutz for the FY 2016 Lift Station and Force Main Evaluation/Design (RFQ #2016-36) be approved and the Mayor and City Clerk be authorized to sign the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities and Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2c. Functional, well maintained sewer collection system and 5a. Well planned City with necessary services and infrastructure.

BACKGROUND: On April 25, 2016, Council approved a contract with Maurer-Stutz to perform an evaluation of four lift stations (Eagle Crest, Farm Bureau, Fell Avenue, and Sugar Creek) and develop recommendations for needed upgrades at these facilities. Lift stations actively pump wastewater rather than relying on gravity as in most sewers and must be maintained and upgraded periodically. These four lift stations need to be upgraded in order to prevent sewer backups into basements and increase worker safety.

Maurer-Stutz completed the evaluations and recommendations for the Eagle Crest, Farm Bureau, and Fell Avenue lift stations in November, which means the City is ready to move to the next step in the process to improve these lift stations. This next step involves approving a change order so that Maurer-Stutz can finalize designs based on the evaluations and recommendations performed earlier this year. The evaluations and recommendations include measures that will reduce basement sewer backups, increase worker safety, reduce energy costs, and reduce service disruption at all three lift stations. Additionally, the measures will reduce repair



and maintenance costs at the Farm Bureau lift station, and improve emergency response times at the Eagle Crest lift station.

More specifically, the recommended improvements include:

- New exterior quick connect suction pipes at all three lift stations
- A new pipe configuration at the Fell Avenue lift station
- Smaller pumps and improved drainage infrastructure at the Farm Bureau lift station.
- New exterior quick connect suction pipes at the Eagle Crest lift station.

The proposed change order pays Maurer-Stutz to finalize the designs for the above recommended improvements so that the improvements can be implemented.

Note: Maurer-Stutz needs to collect additional rainfall data to complete the evaluation and recommendations for the Sugar Creek lift station. This work is weather dependent and sufficient rainfall data has not been obtained to date. Once the evaluation and recommendations are complete, the City will require additional funds and a change order to move to the final design stage, much like with the Eagle Crest, Farm Bureau, and Fell Avenue lift stations. The next step for the Sugar Creek lift station is anticipated to take place during FY 2018.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The request for Qualifications was mailed to local and other Illinois based Professional Engineering companies on February 16, 2016. The RFQ was also posted on the City website on the same date.

FINANCIAL IMPACT: Additional funding of approximately \$70,000.00 is budgeted in FY 2017 to perform the final designs and bidding documents for the pump stations. This additional funding is proposed to be taken from the FY 2017 Sewer Budget for the design of the improvements for the Fell Avenue lift station (\$20,000.00 - 51101100-70050) and the FY 2017 Storm Water Budget for the design improvements of the Farm Bureau Detention Basin (\$50,000.00 - 53103100-70050). This will require a 2017 purchase order for the \$70,000 amount listed above.

Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on pages 141, 151, 275, 389, 402-403, and 412-414. The current contract with Maurer-Stutz is for \$197,288.00 (purchase order 20160551). To date, \$83,606.52 of the contract has been expended for the evaluation. The remaining \$113,681.48, will be used for finalizing the evaluation/preliminary design of Sugar Creek lift station.

COMMUNITY DEVELOPMENT IMPACT: Not applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY

CONSTRUCTION: The proposed improvements will decrease future maintenance costs and improve safety.

Respectfully submitted for Council consideration.

Prepared by:

Ward Snarr, PE, Civil Engineer II
Michael Hill, Public Works Administration

Reviewed by: Ryan L. Otto, PE, Assistant City Engineer

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in dark ink, appearing to read "David A. Hales", written in a cursive style.

David A. Hales
City Manager

Attachments:

- Resolution
- Location Map
- Change Order Scope

RESOLUTION NO. 2017-01

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$70,000.00 ASSOCIATED WITH THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND MAURER-STUTZ, INC. (RFQ #2016-36)

WHEREAS, the City of Bloomington has previously authorized a contract with Maurer-Stutz Inc. for the evaluation of various lift stations (FY2016 Lift Station and Force Main Evaluation/Design project - RFQ #2016-36) on April 25, 2016, which included discussion about additional needed design work.

WHEREAS, the City has budgeted for the design of Fell Avenue and Farm Bureau lift stations in the FY 2017 Capital Improvement Budget.

WHEREAS, recommendations completed by Maurer-Stutz require final design and bidding document preparation.

WHEREAS, it is desirous to proceed with final design and bidding documents for Fell Avenue, Eagle Crest, Farm Bureau lift stations along with minor improvements to Sugar Creek lift station by extending the Maurer-Stutz contract through a change order.

WHEREAS, the lift station improvements benefit the safety of employees and lessen the potential for basement backups for Bloomington citizens.

WHEREAS, it is the finding of the City Council that the decision to approve the change order is in the best interest of the City of Bloomington.

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

That a change order in the amount of \$70,000.00 in the contract between the City of Bloomington and Maurer-Stutz Inc. is approved and may be executed by the City Manager or his designee.

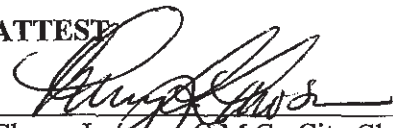
PASSED this 23rd day of January 2017

APPROVED this 24th day of January, 2017

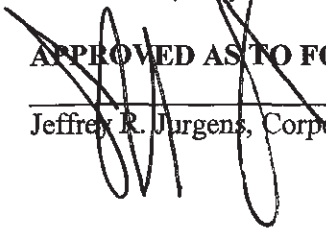
CITY OF BLOOMINGTON


Tari Renner, Mayor

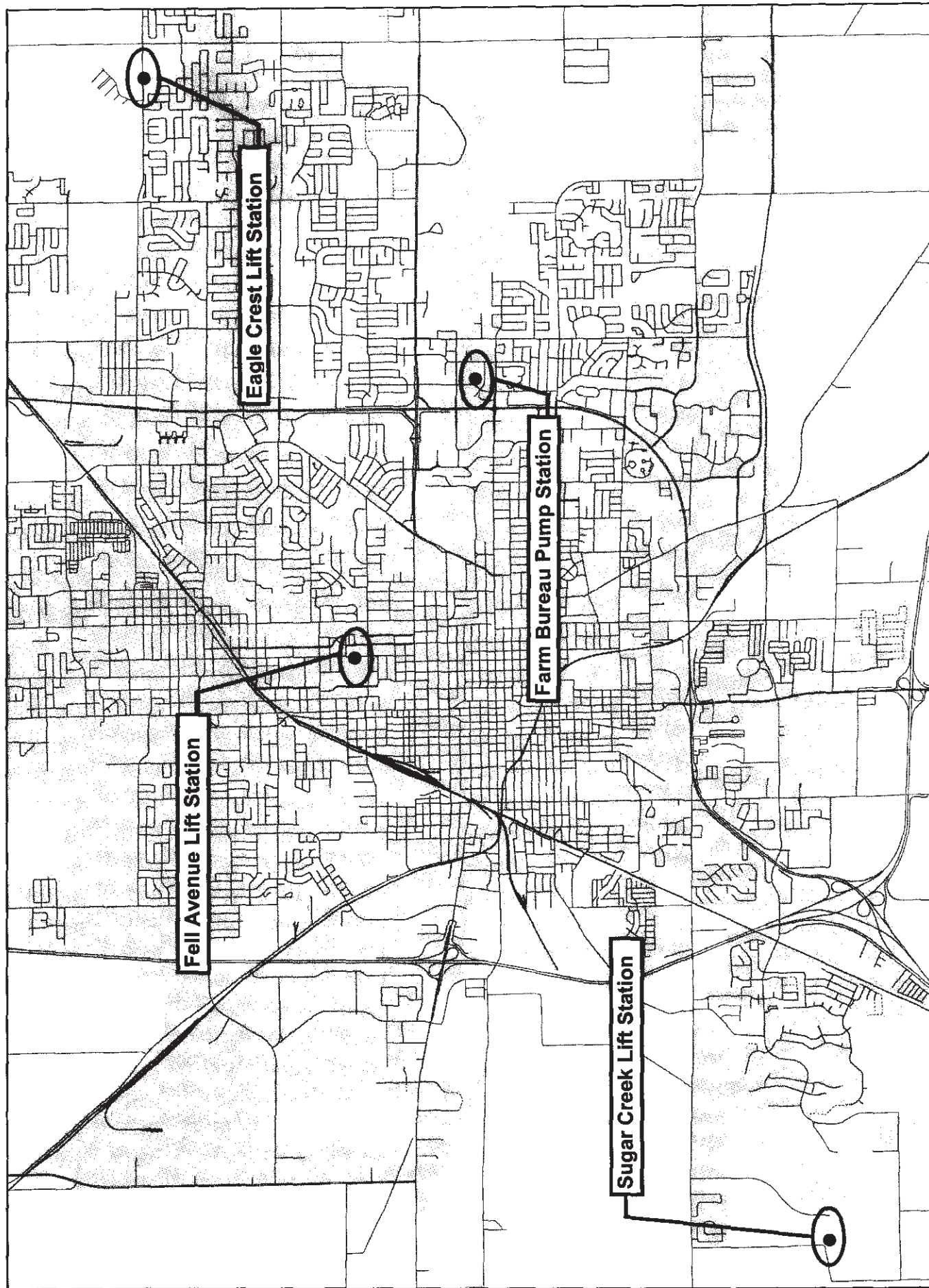
ATTEST


Cherry Lawson, C.M.C., City Clerk

APPROVED AS TO FORM:


Jeffrey R. Jurgens, Corporation Counsel

LOCATION MAP



**FY 2016 Lift Station and Force Main Evaluation/Design
(RFQ #2016-36)
Change Order Scope**

**SCOPE OF SERVICE / WORK PROVIDED
For Additional Services**

Project Management

1. General Coordination
 - a. City of Bloomington Meetings and Correspondence (3 Meetings)
 - b. Other Utility Company Meetings and Correspondence (3 Meetings)

Surveying Phase

1. Topographical Survey
 - a. Office Preparation - Coordination
 - b. Field Topographical Survey
 - c. Basemap preparation
 - d. Quality Control

Engineering Design Phase

1. Engineering Design
 - a. Review Existing Data/site visit
 - b. Coordination with utility companies
 - c. Opinion of probable construction cost
2. Construction Documents
 - a. Cover sheet
 - b. General Notes, legend abbreviations
 - c. Sheet Index
 - d. Civil - Plan Sheets - Eagle Crest (Sheets - D Size - 20 Scale)
 - e. Civil - Plan Sheets - Fell Avenue (Sheets - D Size - 20 Scale)
 - f. Civil - Plan Sheets - Farm Bureau (Sheets - D Size - 20 Scale)
 - g. Mechanical - Electrical - Plan Sheets - Farm Bureau (Sheets - D Size - 20 Scale)
 - h. Site Specific Details
 - i. Standard details
 - j. Quality Control
 - k. Front End - Specifications
 - l. Civil - Specifications
 - m. Mechanical/Electrical - Specifications

Permitting Phase

1. Permitting
 - a. IEPA - WPC-PS-1 - Application for Permit or Construction Approval
 - b. IEPA - Schedule F - Sewer System Lift Station/Force Main
 - c. IEPA - Schedule P - Erosion Control (if necessary)
 - d. IDNR - EcoCAT
 - e. IHPA - Clearinghouse Signoff

- f. Coordinate Signatures of Application

Bidding Phase

- 1. Deliverables to Owner
 - a. Five (5) copies of Drawings to Owner
- 2. Meetings and Correspondence
 - a. Project Pre-Bid Meeting to gather existing info
 - b. Coordinate addenda and contractor inquiries

Construction Consultation (As Needed)

- 1. General Consultation
 - a. Office Support - Review, Phone Calls, and Emails
 - b. Field Support - Site Visits

EXHIBIT B
FEES & PAYMENT TERMS
For Additional Services

Phase	Phase Totals
Project Management	\$2,775.00
Surveying Phase	\$5,055.00
Engineering Design Phase	\$40,825.00
Permitting Phase	\$2,220.00
Bidding Phase	\$2,945.00
Construction Consultation	\$15,570.00
 Project Total:	 \$69,390.00

MAURER-STUTZ, INC. HOURLY RATE SCHEDULE

(450) ONE MEMBER SURVEY CREW	110.00
(750) TWO MEMBER SURVEY CREW	160.00
(755) THREE MEMBER SURVEY CREW	220.00
(701) TECHNICIAN I	50.00
(702) TECHNICIAN II	60.00
(703) TECHNICIAN III	70.00
(704) TECHNICIAN IV	80.00
(705) TECHNICIAN V	90.00
(568) SCIENTIST/DESIGN TECHNOLOGIST III	75.00
(569) SCIENTIST/DESIGN TECHNOLOGIST IV	80.00
(570) SCIENTIST/DESIGN TECHNOLOGIST V	90.00
(571) SCIENTIST/DESIGN TECHNOLOGIST VI	110.00
(572) SCIENTIST/DESIGN TECHNOLOGIST VII	115.00
(205) ENGINEER I	80.00
(206) ENGINEER II	90.00
(207) ENGINEER III	95.00
(208) ENGINEER IV	100.00
(209) ENGINEER V	115.00
(199) ELECTRICAL ENGINEER XI	160.00
(493) PROFESSIONAL ENGINEER III	105.00
(494) PROFESSIONAL ENGINEER IV	115.00
(495) PROFESSIONAL ENGINEER V	135.00
(496) PROFESSIONAL ENGINEER VI	150.00
(497) PROFESSIONAL ENGINEER VII	160.00
(498) PROFESSIONAL ENGINEER VIII	170.00
(499) PROFESSIONAL ENGINEER IX	185.00
(681) SURVEYOR IN TRAINING III	95.00
(515) PROFESSIONAL LAND SURVEYOR VI	120.00
(516) PROFESSIONAL LAND SURVEYOR VII	140.00
(517) PROFESSIONAL LAND SURVEYOR VIII	160.00
(654) STRUCTURAL ENGINEER IV	115.00
(655) STRUCTURAL ENGINEER V	135.00
(657) STRUCTURAL ENGINEER VII	160.00
(658) STRUCTURAL ENGINEER VIII	170.00
(660) STRUCTURAL ENGINEER X	210.00
(230) ENVIRONMENTAL GEOLOGIST VI	120.00
(156) CLERICAL III	60.00
(157) CLERICAL IV	65.00
(525) PROJECT ADMINISTRATOR V	90.00

EFFECTIVE 08/01/16



CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: July 13, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Second Amendment to the Settlement Agreement between State Farm Mutual Automobile Insurance Company, the City of Bloomington, and other taxing bodies in McLean County, Illinois regarding the assessed value of parcels owned by State Farm, applicable to tax years 2020-2024, as requested by the Legal Department.

RECOMMENDED MOTION:

The proposed Second Amendment be approved.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: In 2009 State Farm filed a protest of the assessment of its Corporate Headquarters and Corporate South properties. State Farm withdrew its protest in return for a promise from representatives of the taxing bodies to address the issue of the assessment of State Farm's properties. Because the school districts would have been the most impacted by a possible reduction in the assessed value of State Farm's properties, District 87 and Unit 5 took the lead in negotiating a settlement agreement which was ultimately approved by the City of Bloomington and all of the affected taxing bodies in 2010.

The 2010 agreement froze the assessed value of all State Farm properties for five (5) years: property tax years 2010 thru 2014. Additionally, if the annual property tax bills were to exceed one percent (1%) of the previous year's tax bill for these properties, the taxing bodies agreed to rebate the excess back to State Farm. However, the "cap" of one percent (1%) did not apply to any increase in property taxes which resulted from successful school tax referendums.

At the end of the term of the 2010 agreement, the parties approved a First Amendment extending the terms for the property tax years 2015 thru 2019. A Second Amendment has now been proposed extending the terms of the original settlement through 2024. District 87 is supportive of the extension and has requested the City's support and approval.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item will have nominal financial impact.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: School District 87.

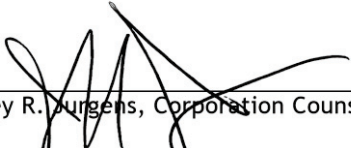
FINANCIAL IMPACT: The Second Amendment provides the status quo regarding the property tax revenue the City and other taxing bodies receive from the parcels owned by State Farm for the next five (5) years. State Farm has agreed to not seek a reduction in the assessed value for any of its parcels covered under the agreement so long as the assessed values remain constant. The agreement also provides stability for State Farm as the taxing bodies have agreed to not seek to increase the assessed value for any of State Farm's parcels covered under the agreement. The agreement also outlines a plan for determining the assessed value of each of State Farm's properties toward the end of the term of the agreement to mirror market values at that time.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:



Jeffrey R. Jurgens, Corporation Counsel

6/25/2020



Chris Tomertin, Budget Manager

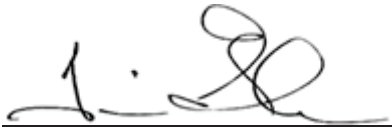
7/2/2020



Tara Henry, Legislative Assistant

7/9/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- LGL 1B Second Amendment Signed by SF

SECOND AMENDMENT TO SETTLEMENT AGREEMENT

THIS SECOND AMENDMENT TO SETTLEMENT AGREEMENT is made and entered into as of January 2, 2020, by and between STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY and its subsidiaries and affiliates, (hereinafter referred to as "STATE FARM") and CITY OF BLOOMINGTON, ILLINOIS, a municipal corporation, COUNTY OF McLEAN, ILLINOIS, a municipal corporation, BLOOMINGTON SCHOOL DISTRICT NO. 87, McLean County, Illinois, MCLEAN COUNTY UNIT DISTRICT NO. 5, McLean County, Illinois, HEARTLAND COMMUNITY COLLEGE DISTRICT 540, McLean County, Illinois, BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT, McLean County, Illinois, BLOOMINGTON-NORMAL AIRPORT AUTHORITY, McLean County, Illinois, CITY OF BLOOMINGTON TOWNSHIP, a municipal corporation located in McLean County, Illinois, BLOOMINGTON TOWNSHIP, a municipal corporation located in McLean County, Illinois, and BLOOMINGTON TOWNSHIP ROAD DISTRICT, McLean County, Illinois (hereinafter each individually referred to as a "TAXING BODY" and collectively referred to as the "TAXING BODIES") and STEVE SCUDDER, the CITY OF BLOOMINGTON TOWNSHIP ASSESSOR (hereinafter referred to as the "ASSESSOR").

WITNESSETH:

WHEREAS, the parties hereto entered a certain Settlement Agreement dated December 14, 2010, which was extended by the parties for an additional five years by a certain First Amendment to Settlement Agreement dated December 31, 2015 (hereinafter referred to as the "SETTLEMENT AGREEMENT"), whereby the parties agreed as to the assessed value of the real estate owned by STATE FARM located in McLean County, Illinois for property tax purposes; and

WHEREAS, the TAXING BODIES believe it is in the best interest of the public to extend the SETTLEMENT AGREEMENT an additional five years and that is the purpose of this Second Amendment; and

WHEREAS, for property tax purposes, STATE FARM's real estate in McLean County, Illinois, has been divided into uniquely described tracts of land that are each identified by a specific parcel identification number (hereinafter the individual tracts are referred to as a "PARCEL" and collectively they are referred to as the "PARCELS"); and

WHEREAS, the current PARCELS are set forth in Exhibit A-2 attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereto as hereinafter set forth, the parties hereto agree to the following additional provisions:

1. The assessed value for each PARCEL as determined by the ASSESSOR is set forth opposite the PARCEL in Exhibit A-2 and is accepted by the parties hereto for property tax years 2020, 2021, 2022, 2023 and 2024.

2. STATE FARM shall not seek to reduce the assessed value for any PARCEL for

property tax years 2020, 2021, 2022, 2023 and 2024 so long as the assessed value for the PARCEL remains the same as the assessed value set forth opposite the PARCEL in Exhibit A-2.

3. In the event STATE FARM files a complaint, appeal or any other proceedings before the McLean County Board of Review, the Illinois Property Tax Appeal Board or any court of competent jurisdiction to reduce the assessed value of any PARCEL, STATE FARM and the TAXING BODIES shall stipulate to the assessed value set forth opposite the PARCEL in Exhibit A-2.

4. The TAXING BODIES shall not seek to increase the assessed value for any PARCEL for property tax years 2020, 2021, 2022, 2023 and 2024, so long as the assessed value for the PARCEL remains the same as the assessed value set forth opposite the PARCEL in Exhibit A-2.

5. In the event one or more of the TAXING BODIES files a complaint, appeal or any other proceedings before the McLean County Board of Review, the Illinois Property Tax Appeal Board or any court of competent jurisdiction to increase the assessed value of any PARCEL, STATE FARM and the TAXING BODIES shall stipulate to the assessed value set forth opposite the PARCEL in Exhibit A-2.

6. In the event that STATE FARM constructs improvements that significantly increase the useable square footage of any PARCEL during property tax years 2020, 2021, 2022, 2023 or 2024, and the parties hereto are unable to reach an agreement that the assessed value of the PARCEL as determined by the ASSESSOR after the construction is acceptable, then said PARCEL shall not be subject to this Agreement commencing on the first day of January of the year following the completion of construction.

7. In the event that STATE FARM demolishes improvements or portions thereof and the useable square footage of any PARCEL during property tax years 2020, 2021, 2022, 2023 or 2024 significantly decreases and the parties hereto are unable to reach an agreement that the assessed value of the PARCEL as determined by the ASSESSOR after the demolition is acceptable, then said PARCEL shall not be subject to this Agreement commencing on the first day of January of the year following the completion of the demolition.

8. In the event STATE FARM purchases real estate during 2020, 2021, 2022, 2023 or 2024, that real estate will not be subject to this Agreement. In the event STATE FARM disposes of a PARCEL to a party unrelated to STATE FARM during 2020, 2021, 2022, 2023 or 2024, said PARCEL shall not be subject to this Agreement commencing on the first day of January of the year following the disposition.

9. Any PARCEL that is classified as agricultural property by the ASSESSOR (hereinafter referred to as an "AG PARCEL") shall not be subject to this Agreement.

10. For property tax years 2020, 2021, 2022, 2023 and 2024, the TAXING BODIES shall abate to STATE FARM the amount by which the property tax paid by STATE FARM exceeds One Hundred One Percent (101%) of the preceding year's property tax (net of any

abatement pursuant to the SETTLEMENT AGREEMENT) paid by STATE FARM (hereinafter referred to as the "ABATEMENT AMOUNT"). The ABATEMENT AMOUNT shall not include AG PARCELS and shall be limited to PARCELS having an assessed value in excess of Twenty Five Thousand Dollars (\$25,000.00), which are listed on Exhibit B-2 attached hereto and incorporated herein (hereinafter individually referred to as an "ABATEMENT PARCEL" and collectively referred to as the "ABATEMENT PARCELS"). There shall not be an abatement for any property tax increase that is the result of an assessment change due to construction improvements as set forth in Section 6 above.

11. In the event the registered voters of any TAXING BODY pass a referendum during property tax years 2020, 2021, 2022, 2023 or 2024, the TAXING BODIES shall not abate to STATE FARM the amount by which the property tax paid by STATE FARM is increased by said referendum in the first effective year of the rate increase from the referendum.

12. In the event an ABATEMENT PARCEL is annexed into a TAXING BODY's district during property tax years 2020, 2021, 2022, 2023 or 2024, the TAXING BODIES shall not abate to STATE FARM the amount by which the property tax paid by STATE FARM is increased by said annexation in the first effective year of the rate increase from the annexation.

13. The ABATEMENT AMOUNT shall be calculated on a year by year, parcel by parcel and TAXING BODY by TAXING BODY basis. Property taxes in McLean County, Illinois are paid a year in arrears. Therefore, any abatement for property tax year 2020 shall be calculated and paid in 2021 (hereinafter referred to as the "ABATEMENT YEAR"). Similarly, the ABATEMENT YEARS for property tax years 2021, 2022, 2023 and 2024 shall be 2022, 2023, 2024 and 2025, respectively.

14. Each TAXING BODY's share of the ABATEMENT AMOUNT shall be calculated as set forth in Section 15 of the original Settlement Agreement, which has been implemented since 2010. On or before the first day of August in each ABATEMENT YEAR, STATE FARM and the TAXING BODIES shall jointly prepare a schedule detailing each TAXING BODY's share of the ABATEMENT AMOUNT. On or before the fifteenth day of September in each ABATEMENT YEAR, STATE FARM and each ABATING TAXING BODY (as defined in Section 15 of the original Settlement Agreement) shall stipulate as to the ABATEMENT AMOUNT and each TAXING BODY's share of the ABATEMENT AMOUNT pursuant to said schedule.

15. Regardless of whether or not there is an ABATEMENT AMOUNT, STATE FARM shall pay its property tax in full in a timely manner.

16. On or before first day of December in each ABATEMENT YEAR, the TREASURER OF McLEAN COUNTY, ILLINOIS shall pay STATE FARM the ABATEMENT AMOUNT.

17. Prior to paying an ABATING TAXING BODY its final installment of tax revenue for property tax years 2020, 2021, 2022, 2023 or 2024, the TREASURER OF McLEAN COUNTY, ILLINOIS shall deduct from said payment the ABATING TAXING BODY's share

of the ABATEMENT AMOUNT.

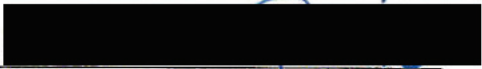
18. On or before August 1, 2023, the ASSESSOR shall start obtaining market data and begin developing a plan, which will include opportunities for STATE FARM to present information and share thoughts, in an effort to reach an agreement concerning the assessed values of the PARCELS for property tax year 2025. The ASSESSOR will notify the TAXING BODIES of the projected assessed values for each of the PARCELS for 2025 as soon as practicable after that determination is made, but not later than May 31, 2025, and the TAXING BODIES agree to review the values for each of the PARCELS within a reasonable time after receiving the information from the ASSESSOR.

19. The parties shall execute any and all documents reasonably necessary to effectuate the purposes of the SETTLEMENT AGREEMENT as amended by this Second Amendment.

20. Except as herein modified, the SETTLEMENT AGREEMENT as previously amended is hereby ratified and confirmed, and shall constitute the full and complete agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and date first above written.

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ("STATE FARM")

By:  Attest: 

CITY OF BLOOMINGTON, ILLINOIS, a municipal corporation,

By: _____ Attest: _____

COUNTY OF McLEAN, ILLINOIS, a municipal corporation,

By: _____ Attest: _____

BLOOMINGTON SCHOOL DISTRICT NO. 87, McLean County, Illinois,

By: _____ Attest: _____

MCLEAN COUNTY UNIT DISTRICT NO. 5, McLean County, Illinois,

By: _____

Attest: _____

HEARTLAND COMMUNITY COLLEGE DISTRICT 540, McLean County, Illinois,

By: _____

Attest: _____

BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT, McLean County, Illinois,

By: _____

Attest: _____

BLOOMINGTON-NORMAL AIRPORT AUTHORITY, McLean County, Illinois,

By: _____

Attest: _____

CITY OF BLOOMINGTON TOWNSHIP, located in McLean County, Illinois,

By: _____

Attest: _____

BLOOMINGTON TOWNSHIP, a municipal corporation located in McLean County, Illinois,

By: _____

Attest: _____

BLOOMINGTON TOWNSHIP ROAD DISTRICT, McLean County, Illinois

By: _____

Attest: _____

CITY OF BLOOMINGTON TOWNSHIP ASSESSOR

By: _____

STEVE SCUDDER

Parcel Id		State Farm Description	2020 AV		Property Address
21-15-276-012		Corporate South	4,519	Ag	HAMILTON RD
21-15-326-008		Flexible Storage Facility	2,676	Ag	OL A
21-14-300-013		Corp. South Excess #3	99,167	Ag	MORRISSEY DR
21-14-300-009		Corp. South Excess #2 - 4	21,973	Ag	SECTION 14
21-15-326-011		Flexible Storage III	2,674	Ag	14 JEREMIAH LN
21-15-326-006		Rhodes Lane Lot #5	2,133	Ag	7 JEREMIAH LN
21-15-326-010		Rhodes Lane Lot #6	2,370	Ag	7 NAOMI CT
21-14-451-010		Corp. South Excess #2 - 6	9,116	Ag	SECTION 14
21-15-326-002		Rhodes Lane Lot #7	1,089	Ag	1409 RHODES LN
21-15-326-005		Rhodes Lane Lot #8	1,430	Ag	2 NAOMI CT
21-15-326-009		Rhodes Lane Lot #9	1,236	Ag	1 NAOMI CT
21-15-376-002		Rhodes/Timber Property	4,447	Ag	
21-11-126-018		Oakland Avenue Building	23,454		2309 E OAKLAND AVE, ADJ
21-14-151-002		Corporate South	27,940		2005 E HAMILTON RD
21-16-251-008		State Farm Park	37,284		202 E HAMILTON RD, ADJ
21-14-151-001		Corporate South	54,284		2001 E HAMILTON RD
21-11-376-010		MRSF - Central	84,713		IRELAND GROVE RD
21-02-377-012		Corporate Headquarters	87,217		2610 E OAKLAND AVE
21-14-200-016		Corporate South	90,944		IRELAND GROVE RD
21-11-404-001		Corporate South	105,218		ARCADIA DR, EAST OF
21-02-326-017		Lincoln Building	113,367		2205 E WASHINGTON
21-14-102-002		Corporate South	115,703		HAMILTON RD
21-14-102-001		Corporate South	116,975		2101 IRELAND GROVE RD
21-11-402-001		Corporate South	131,524		LINCOLN & ARCADIA, SW COR
21-14-200-017		Corporate South	139,431		HAMILTON RD
21-11-452-001		Corporate South	175,715		ARCADIA DR, EAST OF
21-02-326-020		East Washington St	188,279		2201-2203 E WASHINGTON
21-16-177-003		State Farm Park	196,525		RT 51 SOUTH
21-02-451-038		Eldorado Parking	234,631		502 ELDORADO RD
21-16-401-015		State Farm Park	255,245		202 E HAMILTON RD, ADJ
21-01-226-003		Airport Hangar	354,171		2919 E EMPIRE
21-02-326-018		Executive Building Site	191,664		2207 E WASHINGTON
21-11-326-010		Corporate South	507,189		E LINCOLN & PKWY
21-14-201-001		Corporate South	555,476		HAMILTON RD
21-16-251-009		State Farm Park	601,071		202 E HAMILTON RD, ADJ
21-15-326-003		Research Laboratory	666,711		1 JEREMIAH LN
21-15-326-004		Flexible Storage Facility	1,033,874		2 JEREMIAH LN
21-15-326-007		Flexible Storage II	1,093,503		8 JEREMIAH LN
21-16-201-004		State Farm Park	2,006,655		202 E HAMILTON RD
21-02-376-010		Corp HQ Parking Deck	3,504,813		2403 E JACKSON
21-11-376-011		MRSF - Central	4,092,300		2202 GRAF RD
21-11-403-001		IL Operations Center	5,998,404		2702 IRELAND GROVE RD, PT
21-11-326-011		IL Operations Center	6,102,471		2702 IRELAND GROVE RD, PT
21-11-176-039		Oakland Avenue Building	6,760,825		2309 E OAKLAND AVE
21-02-326-019		Corporate Headquarters	39,414,906		1 STATE FARM PLAZA
21-14-126-001		Corporate South	93,561,790		3 STATE FARM PLAZA SOUTH

Parcel Id	State Farm Description	2020 AV	Property Address
21-14-151-002	Corporate South	27,940	2005 E HAMILTON RD
21-16-251-008	State Farm Park	37,284	202 E HAMILTON RD, ADJ
21-14-151-001	Corporate South	54,284	2001 E HAMILTON RD
21-11-376-010	MRSF - Central	84,713	IRELAND GROVE RD
21-02-377-012	Corporate Headquarters	87,217	2610 E OAKLAND AVE
21-14-200-016	Corporate South	90,944	IRELAND GROVE RD
21-11-404-001	Corporate South	105,218	ARCADIA DR, EAST OF
21-02-326-017	Lincoln Building	113,367	2205 E WASHINGTON
21-14-102-002	Corporate South	115,703	HAMILTON RD
21-14-102-001	Corporate South	116,975	2101 IRELAND GROVE RD
21-11-402-001	Corporate South	131,524	LINCOLN & ARCADIA, SW COR
21-14-200-017	Corporate South	139,431	HAMILTON RD
21-11-452-001	Corporate South	175,715	ARCADIA DR, EAST OF
21-02-326-020	East Washington St	188,279	2201-2203 E WASHINGTON
21-16-177-003	State Farm Park	196,525	RT 51 SOUTH
21-02-451-038	Eldorado Parking	234,631	502 ELDORADO RD
21-16-401-015	State Farm Park	255,245	202 E HAMILTON RD, ADJ
21-01-226-003	Airport Hangar	354,171	2919 E EMPIRE
21-02-326-018	Executive Building Site	191,664	2207 E WASHINGTON
21-11-326-010	Corporate South	507,189	E LINCOLN & PKWY
21-14-201-001	Corporate South	555,476	HAMILTON RD
21-16-251-009	State Farm Park	601,071	202 E HAMILTON RD, ADJ
21-15-326-003	Research Laboratory	666,711	1 JEREMIAH LN
21-15-326-004	Flexible Storage Facility	1,033,874	2 JEREMIAH LN
21-15-326-007	Flexible Storage II	1,093,503	8 JEREMIAH LN
21-16-201-004	State Farm Park	2,006,655	202 E HAMILTON RD
21-02-376-010	Corp HQ Parking Deck	3,504,813	2403 E JACKSON
21-11-376-011	MRSF - Central	4,092,300	2202 GRAF RD
21-11-403-001	IL Operations Center	5,998,404	2702 IRELAND GROVE RD, PT
21-11-326-011	IL Operations Center	6,102,471	2702 IRELAND GROVE RD, PT
21-11-176-039	Oakland Avenue Building	6,760,825	2309 E OAKLAND AVE
21-02-326-019	Corporate Headquarters	39,414,906	1 STATE FARM PLAZA
21-14-126-001	Corporate South	93,561,790	3 STATE FARM PLAZA SOUTH

B-2



CONSENT AGENDA ITEM NO. 8.J

FOR COUNCIL: July 13, 2020

SPONSOR: Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Adopting the Amended Citizen Participation Plan, as requested by the Community Development 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 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods
- Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: As an Entitlement Community receiving annual grants on a formula basis from the United States Department of Housing and Urban Development (HUD), the City of Bloomington is required to adopt a detailed Citizen Participation Plan containing policies and procedures for public involvement and stakeholder consultation in the Consolidated Plan process and the use of Community Development Block Grant (CDBG) funds.

In 2018, the City adopted a revised Citizen Participation Plan that provided the framework for public outreach efforts for the 2020-2024 Consolidated Plan. In April 2020, the City received notice that it would receive supplemental CDBG funding, called CDBG-CV, through the CARES Act. The CARES Act also provides several waivers and flexibilities for use in Program Year 2020 CDBG and with CDBG-CV funding, allowing entitlement communities to respond quickly to the COVID-19 crisis. The Citizen Participation Plan has been amended to allow for the use of the waivers. The Plan amendment allow for the following:

- Virtual public hearings;
- Reduced notice of public hearings from 2-week minimum to 5-day minimum; and
- Reduced public comment period from 30-day minimum to 5-day minimum.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The amended Citizen Participation Plan was made available for review on June 10th. A public hearing on June 24th opened the public comment period. No comments were provided during the hearing. A 13-day comment period for the amended Citizen Participation Plan was initiated on June 24th.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT:

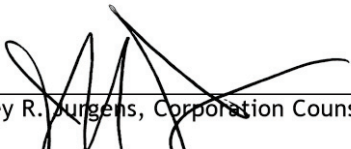
- N-3. Improve communication between the City, the citizens and the neighborhood organizations to foster teamwork and community spirit; and
- N-3.1 City will use both traditional and non-traditional methods to communicate with its residents.

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by:

	
Robert G. Mahrt, Community Development Director	Chris Tomerlin, Budget Manager
6/30/2020	6/30/2020

	
Jeffrey R. Jurgens, Corporation Counsel	Tara Henry, Legislative Assistant
6/30/2020	7/7/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- CD 1B CPP Amendment Resolution
- CD 1C 2020 Amended Citizen Participation Plan

RESOLUTION NO. 2020 - ____

A RESOLUTION ADOPTING THE AMENDED CITIZEN PARTICIPATION PLAN

WHEREAS, an Entitlement Community (City of Bloomington) receiving annual grants on a formula basis from the United States Department of Housing and Urban Development (HUD) is required to adopt a detailed Citizen Participation Plan; and

WHEREAS, the Plan must contain policies and procedures or public involvement and stakeholder consultation in the Consolidated Plan process and the use of Community Development Block Grant (CDBG) funds; and

WHEREAS, City of Bloomington will receive additional CDBG funding from the Coronavirus Aid, Relief and Economic Security (CARES) Act to prevent, prepare for, and respond to the coronavirus pandemic; and

WHEREAS, the Coronavirus Aid, Relief and Economic Security (CARES) Act authorizes regulatory waivers for the use of CDBG and CDBG-CV funding;

WHEREAS, the City of Bloomington has amended its Citizen Participation Plan to allow for virtual public hearings and reduce public notice and public comment periods to a minimum of five (5) days.

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

That the recitals set forth above are incorporated herein and the City Manager, or designated representatives, are authorized to submit the amended Citizen Participation Plan to HUD.

PASSED this 13th day of July 2020.

APPROVED this ____ day of July 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

CITIZEN PARTICIPATION PLAN

City of Bloomington & Town of Normal



NOVEMBER 2018
AMENDED June 2020





PURPOSE

The City of Bloomington and Town of Normal receive annual entitlement funding from the U.S. Department of Housing and Urban Development (HUD). The City and Town are required by law to adopt a detailed Citizen Participation Plan containing policies and procedures for stakeholder consultation and public involvement in the Consolidated Plan process and the use of Community Development Block Grant (CDBG) funds.

The City of Bloomington and Town of Normal, herein after referred to as the Entitlement Communities, are committed to increasing public participation and the empowerment of residents—especially those of low- and moderate-income—to shape the future of the region.

The Citizen Participation Plan will be made available to the public via the Entitlement Community's website and physical office locations.

Funding Source

The Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C.-530.1 et seq.¹

Regulatory Requirements

This Citizen Participation Plan has been developed in accordance with the applicable federal regulation of 24 CFR Part 91.05: Citizen Participation Plan; Local Governments.

Advisory Body

The Regional Housing Advisory Committee of McLean County was established in April 2018 to address housing issues regionally and comprehensively for people of all ages, incomes and abilities. Three subcommittees comprise the Committee, addressing distinct yet related housing issues in the community. Those issues include increasing the inventory of safe, high quality, affordable and supportive housing particularly to lower income groups, seniors and persons with disabilities.

The Intergovernmental Staff Committee is responsible for determining the priorities and policies of the Regional Housing Advisory Committee with input from group membership, carrying out the activities of the Advisory Body and acting as the conduit between local housing efforts and state and federal housing agencies. Under McLean County Regional Planning Commission (MCRPC) leadership, the staff committee will prepare a regional Consolidated Plan for the Bloomington and Normal CDBG programs. Committee members represent the following organizations that evaluate and implement the recommendations of the advisory groups:

- McLean County Regional Planning Commission
- City of Bloomington
- Town of Normal
- Bloomington Housing Authority
- Providing Access to Help (PATH)
- McLean County Behavioral Health Coordinating Council

The Committee will coordinate its work with the projects and priorities established in the Consolidated Plan.

Outreach and Citizen Engagement Strategy

This Citizen Participation Plan defines a process for meaningful public input regarding CDBG-funded activities and priorities. Two common threads run through this public outreach approach, 1) to move the Entitlement Communities' work into the places and spaces where people gather, work and learn, and 2) to cooperate with our participants and partners in development of a network of contacts that can substantially expand our outreach capabilities.

The Entitlement Communities will provide for and encourage genuine involvement by low- and moderate-income residents at all stages of the process, including: identifying needs; setting priorities among these needs; deciding how much money should be allocated to each high-priority need; suggesting the types of programs to meet high-priority needs; and overseeing the way in which the programs are carried out.

¹ www.hudexchange.info/programs/cdbg-entitlement

OBJECTIVES FOR ENGAGEMENT

1

Understand the demographics of the Entitlement Community's low- and moderate-income population and determine what cultural, economic, language-based or accessibility barriers exist to public participation.

2

Seek broad citizen input with specific emphasis on participation by low- and moderate- income persons and by those living in areas where federal funds are proposed to be used, and/or on low- and moderate-income neighborhoods. Low- and moderate-income neighborhoods are areas where at least 51% of households have incomes at or below 80% of the area median income (AMI).

3

Hold public meetings, events, or activities in locations that are accessible to all area stakeholders and members of the community, including but not limited to members of ethnic, racial, or faith-based minority groups, people with limited economic resources, people with disabilities, people of any age or educational attainment, and people with limited proficiency in understanding or speaking English.

4

Consult with local and regional institutions including Continuums of Care, businesses, nonprofit organizations, philanthropic organizations, and community- and faith-based organizations. Consultations will also include broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies.

5

Include the Public Housing Authority (PHA) in planning for programs and projects related to its developments so that the PHA can make this information available at the annual hearing for the PHA plan.

6

Encourage, in conjunction with the PHA, the participation of residents of public and assisted housing developments along with other low-income residents of targeted revitalization areas in which the developments are located.

7

Provide methods for two-way communication, information and input from populations and persons who are less likely to attend meetings.

8

Convey the information in various formats to reach all stakeholder groups to the extent possible, using direct and network-based means of communication.

Opportunities for Participation

Each of the Entitlement Communities will solicit input from residents and stakeholders at public hearings held at least twice annually on programming and operations.

In addition to a minimum of two public hearings, the following outreach/engagement processes may be utilized:

- Public meetings
- Open houses
- Focus groups
- Surveys
- Innovative tools and technologies to gather input from various demographic groups
- Personal outreach by staff
- Services for persons with disabilities*

* Notices of opportunities for public involvement include contact information for people needing any form of accommodations.



Outreach Parameters

Identification of Stakeholders

The term stakeholder refers to “an individual, group, or organization, who may affect, be affected by, or perceive itself to be affected by a decision, activity, or outcome of a project.”² Stakeholders of Community Development Block Grant (CDBG) activities include but are not limited to the following:

- Board of Directors/Trustees, etc.—the governing board of an affected agency or other entity
- Local and regional jurisdictions and other government stakeholders
- Low- and moderate-income persons, and those living in low- to moderate-income neighborhoods
- Minorities and non-English speaking persons
- Persons with disabilities
- Partner agencies
- Continuum of Care and non-profits
- Behavioral Health Council and wellness community
- Bloomington Housing Authority
- Businesses, community- and faith-based organizations
- Broadband Internet service providers and agencies engaged in narrowing the digital divide
- Agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, emergency management and transportation planning and programming

“A stakeholders is an individual, group, or organization, who may affect, be affected by, or perceive itself to be affected by a decision, activity, or outcome of a project.”²

² Project Management Institute, 2013

Strategic Plans

There shall be advanced public notice and reasonable opportunity to comment on the proposed Annual Action Plan, Five-Year Consolidated Plan, Analysis of Impediments to Fair Housing and any Substantial Amendments as applicable.

Public Comment/Public Hearing Process

The entitlement communities shall utilize public comment periods and public hearings to solicit meaningful citizen involvement in the development of the aforementioned strategic plans.

The published comment period pertaining to the Annual Action Plan, Consolidated Plan and Substantial Amendments shall be a minimum of 30 days. During this time, the public will have the opportunity to submit comments orally, in writing or via electronic methods as directed in the notice. Draft copies of the documents will be available via the same channels mentioned above. In addition, a hard copy of the draft documents will be maintained at the Entitlement Community's offices and made available for public review as requested. A reasonable number of free copies of the draft documents will also be provided to those residents and groups upon request. The draft documents will be made available in a form accessible to persons with disabilities, upon request.

The Entitlement Communities will also make available the amount of assistance they are expected to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low and moderate income, prior to the hearing for the Consolidated Plan and Annual Action Plans.

Prior to the public comment period for a Consolidated Plan and/or Annual Action Plan, at least one public hearing will occur. A formal notice of a public hearing will be published in at least one local newspaper with general daily circulation at least two (2) weeks in advance. The same notice will be published to the Entitlement Community's website, newsletters and social media. The notice will also be sent to known stakeholder groups and partner organizations to further publicize via linkage to their respective websites, newsletters and social media.

Each entitlement community will conduct a minimum of two public hearings per year. Together the hearings will cover community development and housing needs, development of proposed activities and a review of program performance. One public hearing will focus on community development and housing needs and the proposed CDBG activities for the coming fiscal year. A second public hearing shall focus on the past year's program performance (Consolidated Annual Performance Evaluation Report). Each of those hearings will be held in their respective entitlement community. At least one hearing will be held in each Entitlement Community before the Consolidated Plan is published for comment. All public hearings will be held at locations accessible to people with disabilities, and provisions will be made for people with disabilities when requests are made at least five working days prior to a hearing. Translators will be provided for people who do not speak English or are hearing disabled, when requests are made at least five working days prior to a hearing. Public hearings will be held at locations and times that are convenient and accessible to potential or actual beneficiaries. (Meeting times are generally held after 5:00 p.m.; however, times may be varied, dependent upon the "targeted" audience.)

A summary of comments received, identifying the comment source and content, as well as the Entitlement Community's responses (including those comments or views not accepted and the reasons therefor will be included in the final document submittal to HUD as required.

Consolidated Annual Performance and Evaluation Report (CAPER)

Within 90 days of the close of each program year, the Entitlement Communities must send to the Department of Housing and Urban Development (HUD) a Consolidated Annual Performance and Evaluation Report (CAPER).

Each CAPER will include the amount of assistance the Entitlement Community actually received (including grant funds and program income) and the range of activities that were undertaken, including the actual amount that benefited persons of low- and moderate-income where applicable.

The Entitlement Communities will give reasonable notice that a CAPER is available for public review and comment.

A notice of availability of draft copies of the document will be published via the same methods described in the 'Public Hearing Process'. The published comment period for the CAPER shall be a minimum of 15 days. There will be a public hearing regarding the Consolidated Annual Performance and Evaluation Report. A formal notice of a public hearing will be published in at least one local newspaper with general daily circulation at least two (2) weeks in advance. The same notice will be published to the Entitlement Community's website, newsletters and social media. The notice will also be sent to known stakeholder groups and partner organizations to further publicize via linkage to their respective websites, newsletters and social media.

In preparing a Consolidated Annual Performance and Evaluation Report for submission to HUD, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing. The CAPER sent to HUD will have a section that presents all comments, plus explanations why any comments were not accepted.

Amendments

The Entitlement Communities will make all Substantial Amendments available for public review and comment.

A Substantial Amendment shall be required if any one of the following criteria applies:

1. A change in the use of CDBG money from one activity to another, in excess of \$100,000.00.
2. Activities proposed to be added or deleted from the plan.
3. A change in the purpose, scope, location, or type of beneficiaries of an activity.
4. A change in priorities for allocating funds.

In case of a Substantial Amendment, the same notification, comment processes as previously outlined on page 6 will be followed.

In preparing a final Substantial Amendment, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing during the review and comment period. The final Substantial Amendment will have a section that presents all comments, plus explanations why any comments were not accepted.

Minimizing Displacement

The Entitlement Communities will work to minimize all displacement of persons and businesses where feasible. In instances where temporary or permanent displacement is necessary, the Entitlement Communities will provide technical and monetary assistance for relocation purposes as required and cost eligible under the applicable federal regulations.

Access to Records

It is the Entitlement Community's intention to provide reasonable and timely access to information and records relating to the proposed and actual use of CDBG funds. Records on past usage of CDBG funds will be maintained for the previous five plan years.

Technical Assistance

Reasonable levels of technical assistance shall be provided to any resident or group seeking information about program eligibility and requirements. Such assistance shall include help with any program application process. The provision of funding is not considered a reasonable level of technical assistance.

Complaints

The applicable Entitlement Community will provide a timely, substantive written response to every written complaint within 15 business days.

CARES Act Amendment

Purpose

The City of Bloomington and Town of Normal will receive additional Community Development Block Grant (CDBG) funding from the US Department of Housing and Urban Development (HUD) through the Coronavirus Aid, Relief and Economic Security Act (C.A.R.E.S. Act). The C.A.R.E.S. Act funding is commonly referred to as CDBG-CV (Coronavirus). The C.A.R.E.S. Act provides flexibilities for Entitlement Communities to make it easier to use CDBG and CDBG-CV during Program Years 2019 and 2020. The C.A.R.E.S. Act authorizes HUD to grant waivers and alternative requirements. This amendment to the joint Citizen Participation Plan addresses flexibilities in requirements for Citizen Participation and Public Hearings for 2019 and 2020 CDBG/CDBG-CV funding. The City of Bloomington and Town of Normal have submitted waivers to HUD allowing for the following:

Citizen Participation

The published comment period pertaining to amendments to the Citizen Participation Plan, Consolidated Plan, Annual Action Plan(s) and Substantial Amendment(s), as they relate to CDBG-CV, shall be a minimum of 5 days. During this time, the public will have an opportunity to submit comments orally, in writing, or via electronic methods, as directed in the notice. Comment periods for more than one of the above documents may run concurrently.

Public Hearings

Virtual public hearings are allowed under the following circumstances:

- National/local health authorities recommend social distancing and limiting public gatherings for public health reasons;
- Virtual hearings provide reasonable notification and access for citizens in accordance with the grantee's certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses.

A formal notice of the public hearing will be published in at least one local newspaper with general circulation no less than five days prior to the hearing. The same notice will be published to the Entitlement Community's website, newsletters, and social media. The notice will also be sent to known stakeholder groups and partner organizations to further publicize via linkage to their respective websites, newsletters, and social media.



In partnership with:





CONSENT AGENDA ITEM NO. 8.K

FOR COUNCIL: July 13, 2020

SPONSOR: Community Development Department

WARD IMPACTED: Ward 7

SUBJECT: Consideration and action on an Ordinance Approving a Special Use Permit to Allow Chicken-keeping as an Accessory Use in the R-1C District for the Property at 1610 N. Lee Street, as requested by the Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods

BACKGROUND: In 2019, City Council adopted a revised zoning ordinance that permits chicken keeping at single and two family homes with a special use permit. The ordinance prohibits keeping roosters and slaughtering chickens, and it establishes setbacks and fencing requirements.

1610 N. Lee Street, the subject property, is located south of Division Street and east of the Union Pacific Railroad tracks. The property is approximately 33 feet wide and 142 feet deep, and is zoned R-1C Single Family Residential District. It is improved with a single family home. The home is rented and the tenant requested a special use permit to allow the keeping of four chickens. The owner consents to this use. The proposed chicken coop will be located 12 feet off of the rear and side lot lines, and will be enclosed with a fence. The application meets the city's development standards.

The Zoning Board of Appeals held a virtual public hearing on Wednesday, June 17, 2020 at 4:00 PM at www.cityblm.org/live. The recorded meeting is online at www.cityblm.org/live. The Public Hearing was held via Zoom, and the packet materials are online at <https://www.cityblm.org/Home/ShowDocument?id=24672>. The Board voted unanimously to recommend Council approve the special use permit.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a resident and will have little to no impact on city resources and finance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington Zoning Board of Appeals held a virtual public hearing on the application on Wednesday, June 17, 2020 at 4:00 p.m. The public hearing, which was noticed in *The Pantagraph* on June 1, 2020, was

livestreamed online at www.cityblm.org/live. (Draft minutes of the meeting are attached to this memo.) No one outside of the applicant spoke in favor of the use. One person spoke against the application. Prior to the meeting, staff received an email with questions, an email in support, and an email in opposition to the use. The Board established that the special use permit application met the standards for a special use. The Board unanimously recommended approval by the City Council. The recommendation was approved 5-0 and is consistent with the staff recommendation.

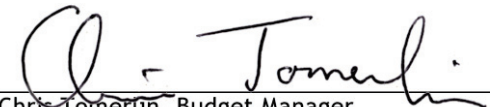
FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Goal HL-5 Provide access to healthy foods and promote food security to build community, Objective HL-5.2 Facilitate local food processing and distribution, and Objective HL-5.2g Gather and distribute data on local food efforts in the community. Goal HL-5.3 Facilitate consumption of healthy, affordable, locally produces food for all residents.

Respectfully submitted for Council consideration.

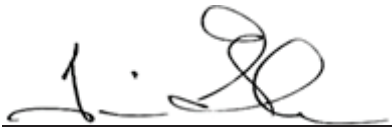
Prepared by: Katie Simpson, City Planner

Reviewed by:

	
Robert G. Mahrt, Community Development Director	Chris Tomerlin, Budget Manager
7/1/2020	7/1/2020

	
George Boyle, Assistant Corporation Counsel	Tara Henry, Legislative Assistant
7/6/2020	7/7/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- CD 2B Ordinance SP-03-20 1610 N Lee
- CD 2C Draft Minutes_SP-03-20 1610 N Lee

ORDINANCE NO. 2020 - _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING AS AN
ACCESSORY USE IN THE R-1C DISTRICT FOR PROPERTY LOCATED AT
1610 N. LEE STREET**

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a petition and site plan requesting a Special Use Permit for a chicken-keeping, up to four chickens, as an accessory use to a single family or two family dwelling unit in the R-1C Single Family Residential District for certain premises hereinafter described in Exhibit(s) A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing, made findings of fact that such Special Use complied with use provisions of Chapter 44.10-11 and with the standards and conditions for granting such special use, specifically:

- 1.) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;
- 2.) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
- 3.) That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district;
- 4.) That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;
- 5.) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
- 6.) That special use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

WHEREAS, the Bloomington Board of Zoning Appeals, voted to recommend that the City Council pass this ordinance; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

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

1. That the Special Use Permit for chicken-keeping up to four chickens, in the R-1C Single Family Residential District, for the premises commonly referred to as 1610 N. Lee Street and hereinafter described in Exhibit(s) A

shall be, and the same is hereby approved.

2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 13th day of July 2020.

APPROVED this ____ day of July 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

“Legal Description”

1610 N Lee Street

PIN: 14-33-303-002

WALNUT HILL ADDN

S33' N71.4' LOT 1 & 2

BLK 3

Members present: Mr. Terry Ballantini, Mr. Michael McFarland, Mr. Michael Straza, Mr. Tyler Noonan, and Chairperson Victoria Harris.

Members absent: Mr. Michael Rivera Jr.

Also present: Mr. George Boyle, Assistant Corporation Counsel
Mr. Bob Mahrt, Community Development Director
Mr. Craig McBeth, City of Bloomington Information Services
Ms. Katie Simpson, City Planner

REGULAR AGENDA: Those who wished to testify or comment remotely regarding a public hearing listed on the regular agenda must have registered at <https://www.cityblm.org/register> prior to the meeting.

A. SP-03-20 Public hearing, review and action on a petition for a special use permit submitted by Marsha K Wallace to allow chicken-keeping, up to 4 chickens, in the R-1C District at 1610 N Lee Street, Bloomington IL 61701 (Ward 7).

Speaking in favor of the petition: Marsha K. Wallace - Petitioner.

Speaking in opposition of the petition: Nancy Schmidgall - 1611 North Lee Street.

Ms. Katie Simpson, City Planner, gave a staff report recommending the Zoning Board's approval of the application. Ms. Simpson explained that staff received an email in support of the proposed special use and an email against the proposed special use. Ms. Simpson stated staff also received an email with questions. Ms. Simpson summarized the questions, which pertained to the maintenance of the coop, the purpose of chicken-keeping, and whether the chickens would be allowed to roam on the property.

Mr. McFarland raised the question as to whether the Special Use goes with the property or with the specific applicant. George Boyle, Assistant Corporation Counsel, indicated that the Special Use would be applied to the subject property.

Mr. Ballantini raised a discussion point on the potential impacts on neighboring property.

Marsha K. Wallace, Petitioner, was sworn in. She stated her desire to raise chickens on the property. Ms. Wallace provided an overview of the immediate neighborhood. She indicated that she had prior farm experience raising chickens and has rented the property for approximately four years. She stated she would be limited to four chickens and no roosters per the zoning regulations.

Ms. Nancy Schmidgall, 1611 North Lee Street, was sworn in. She voiced opposition to the request based on reduction of property values and potential for varmints. She also questioned whether the Special Use would apply to the adjoining property also owned by the applicant's landlord. George Boyle, Assistant Corporation Counsel, indicated that the Special Use would be limited to the subject property.

There was further discussion and questions raised from the Board regarding disposal of dead birds, smells, and potential for varmints.

Marsha K. Wallace, Petitioner, stated she has access to a farm where she could dispose of the carcasses, if necessary. She also provided background on her intended use of a “deep litter” method of utilizing a base of saw dust for the animal droppings in the enclosure.

Chairperson Harris asked if there were any other witnesses. There were none. Chairman Harris closed the Hearing at 4:41 p.m. and asked the Board to consider the matter. She asked for a vote on the Findings of Fact as outlined in the Staff Report.

Mr. Ballantini made a motion to accept the Finding of Fact as a whole. Mr. Noonan seconded the motion. Mr. Mahrt took a roll call vote. Mr. Straza - Yes, Mr. Noonan - Yes, Mr. Ballantini - Yes, Mr. McFarland – Yes, and Chairperson Harris – Yes (5-0-0).

Mr. Ballantini made a motion to approve the application. Mr. Noonan seconded the motion. Mr. Mahrt took a roll call vote. Mr. Straza - Yes, Mr. Noonan - Yes, Mr. Ballantini - Yes, Mr. McFarland – Yes, and Chairperson Harris – Yes (5-0-0).

Respectfully Submitted,
Bob Mahrt
Community Development Director



CONSENT AGENDA ITEM NO. 8.L

FOR COUNCIL: July 13, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending Chapter 28 of the City Code on Public Indecency, as requested by the Legal Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: It was recently raised that the City Code's provisions on indecent exposure are outdated and do not track with the provisions in the Illinois Criminal Code. Accordingly, City staff is recommending these provisions be updated and the provisions on "indecent exposure" be deleted and replaced with a provision on "public indecency" that mirrors the statutory language in 720 ILCS 5/11-30.

If approved, Section 29 will be amended as follows:

~~**Indecent exposure - penalty.** Whoever shall make any indecent exposure of his or her person or shall appear in any public place or in any place exposed to public view in a dress not belonging to his or her sex or in an indecent or lewd dress or in a state of nudity or shall be guilty of any other immoral, indecent or lewd act shall be fined not less than \$100 nor more than \$500 for each offense.~~
Public indecency - penalty. Any person of the age of seventeen (17) years and upwards who performs any of the following acts in a public place commits a public indecency: (1) an act of sexual penetration or sexual conduct; or (2) a lewd exposure of the body done with intent to arouse or to satisfy the sexual desire of the person. Breast-feeding of infants is not an act of public indecency. For purposes of this section, "public place" means any place where the conduct may reasonably be expected to be viewed by others. A person who commits public indecency shall be fined not less than \$100 nor more than \$500 for each offense.

City staff is currently working to update the City Code through a re-codification process. This process will allow the City to update and/or remove dated items from the City Code like those recommended here. That said, as opposed to waiting for the more comprehensive update, City staff is recommending this change to Chapter 28 be made now as the section contains language that is clearly dated and needs revised.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item has no financial impact.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

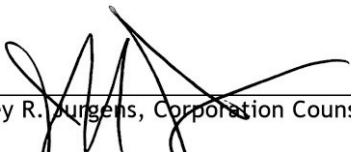
FINANCIAL IMPACT: No financial impact is anticipated from this amendment.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:



Jeffrey R. Jurgens, Corporation Counsel

6/29/2020



Chris Tomerlin, Budget Manager

6/30/2020



Tara Henry, Legislative Assistant

7/9/2020

Recommended by:



Tim Gleason, City Manager

Tim Gleason, City Manager

Attachments:

- LGL 2B Public Indecency Amendment Ordinance

ORDINANCE NO. 2020 - ____

AN ORDINANCE AMENDING CHAPTER 28 OF THE CITY CODE
ON PUBLIC INDECENCY

BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF BLOOMINGTON, ILLINOIS:

SECTION 1. That Chapter 28, Section 29 of the Bloomington City Code, 1960, as amended, on indecent exposure shall be deleted in its entirety and replaced as follows:

Public indecency - penalty. Any person of the age of seventeen (17) years and upwards who performs any of the following acts in a public place commits a public indecency: (1) An act of sexual penetration or sexual conduct; or (2) A lewd exposure of the body done with intent to arouse or to satisfy the sexual desire of the person. Breast-feeding of infants is not an act of public indecency. For purposes of this section, "public place" means any place where the conduct may reasonably be expected to be viewed by others. A person who commits public indecency shall be fined not less than \$100 nor more than \$500 for each offense.

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 3. 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 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance shall be effective 10 days after the date of its publication as required by law.

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

PASSED this 13th day of July 2020.

APPROVED this ____ day of July 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 9.A

FOR COUNCIL: July 13, 2020

SPONSOR: Human Resources Department and Police Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on the ratification of the Telecommunicators Contract, as requested by the Human Resources Department and the Police Department.

RECOMMENDED MOTION:

The proposed Contract be ratified.

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: On June 4, 2020, the Police Benevolent Labor Committee Telecommunicators group and City staff began negotiating the terms of a collective bargaining agreement to replace the agreement that expired on April 30, 2020. Telecommunicators represents employees in the Communications Division of the Police Department. The expired agreement can be located at www.cityblm.org <<http://www.cityblm.org>> under Human Resources in a folder titled Labor Contracts. The parties were able to reach a Tentative Agreement on June 16, 2020. Highlights from the Tentative Agreement include:

Wages/Term - The parties agreed to a two (2) year contract term. In the first year of the contract employees will receive an across the board increase on May 1, 2020 of 2.5%. The across the board increase in the second year of the contract is effective May 1, 2021 at 2.5%.

Sick Leave Buy Back - Any employee who leaves employment with the City of Bloomington who is eligible for Sick Leave Buy Back shall be paid out for sick leave in a manner which does not incur an Accelerated Payment from Sick Leave Buy Back from IMRF.

Vacation - The vacation accrual schedule was modified to allow employees to receive three (3) weeks of vacation at five (5) years (previously 8 years) and four (4) weeks (previously 15 years) of vacation at eleven (11) years.

Insurance - The parties agreed to offer the PPO w/HSA and Enhanced Vision plan to this bargaining unit.

Miscellaneous Changes - Other contract changes included the update of recreational cannabis as a policy violation, clarifying how staff is paid when subpoenaed for court and call in language.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the increase in hourly rates over the two year term of this contract will result in an anticipated cost increase of approximately \$53,000.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Assistant Human Resources Manager

Reviewed by:



Nicole Albertson, Director of Human Resources

6/29/2020



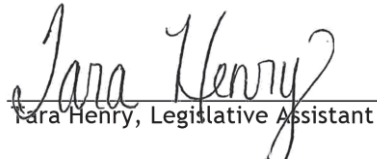
Chris Tomertin, Budget Manager

7/2/2020

Angela Fyans-Jimenez

Angela Fyans-Jimenez, Deputy Corporation Counsel

7/6/2020



Tara Henry, Legislative Assistant

7/6/2020

Recommended by:



Tim Gleason, City Manager



REGULAR AGENDA ITEM NO. 9.B

FOR COUNCIL: July 13, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation on Jamie Mathy's Aldermanic Initiative Proposal to bring back the Downtown Task Force Report, as requested by the Administration Department.

RECOMMENDED MOTION:

None; presentation and direction only.

STRATEGIC PLAN LINK:

-Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

-Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments

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.

On May 18, 2020 Council Member Jamie Mathy brought forward three Agenda Initiatives at the Committee of the Whole meeting. On June 15, 2020 at the Committee of the Whole meeting the attached Agenda Initiative Council was provided information by staff allowing for additional consideration and discussion amongst Council. At that meeting Council decided to move the item to a regular City Council agenda for additional discussion and, ultimately, consideration on how to move forward. This direction by Council resulted in this memo.

Council Member Mathy's Initiative recommends that the Downtown Task Force Report be brought back to Council for acceptance. He states in the Initiative that he believes the Report contains a lot of good information and believes it was derailed over controversy surrounding a catalyst project (aka the Bloomington Public Library expansion project). He points out that a decision has now been made to expand the Library in its place, eliminating any controversies or concerns that stemmed from the report. He recommends accepting the rest of the concepts and ideas in the report in an effort to provide guidance to staff on how to move forward with downtown.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: To be determined depending on final operating decisions.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, City Clerk

Reviewed by:



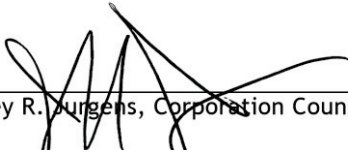
Billy Ryus, Deputy City Manager

6/17/2020



Chris Tomerlin, Budget Manager

6/18/2020



Jeffrey R. Jurgens, Corporation Counsel

6/18/2020



Tara Henry, Legislative Assistant

6/18/2020

Attachments:

- ADM 2B Agenda Initiative Proposal_Mathy_Downtown Task Force



MAYOR & ALDERMANIC
AGENDA INITIATIVE PROPOSAL FORM

SPONSOR: Jamie Mathy

PROPOSED INITIATIVE:

Bring Downtown Task Force Report back to City Council for acceptance. This report had a lot of good information in it, but was derailed over controversy surrounding the catalyst project.

At this time we have collectively already decided the library will expand in place, so that is no longer a concern.

That means we should be able to accept the concepts & ideas that are in the rest of the report. Staff will have guidance on how to move forward with downtown.

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: Staff review of DTF plan.

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:

N/A

DATE SUBMITTED: 2/10/2020


SIGNATURE



REGULAR AGENDA ITEM NO. 9.C

FOR COUNCIL: July 13, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

No modifications recommended at this time.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

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

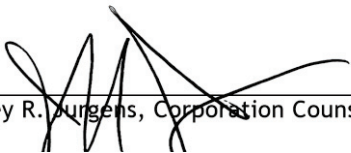
COMMUNITY DEVELOPMENT IMPACT: The continuation of Ordinance 2020-18 allows several key functions of the Community Development Department to continue that do not include

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

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:



Jeffrey R. Jurgens, Corporation Counsel

6/29/2020



Chris Tomertin, Budget Manager

6/29/2020



Tara Henry, Legislative Assistant

7/9/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- LGL 3B Local Emergency Declaration Ordinance 2020-18
- LGL 3C Ord. No. 2020 - 21
- LGL 3D Ord. No. 2020 - 25
- LGL 3E Ord. No. 2020 - 30
- LGL 3F Ord. No. 2020 - 38
- LGL 3G Ord. No. 2020 - 45

ORDINANCE NO. 2020 - 18

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

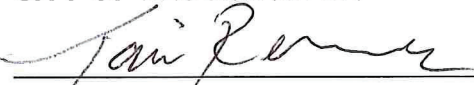
SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

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

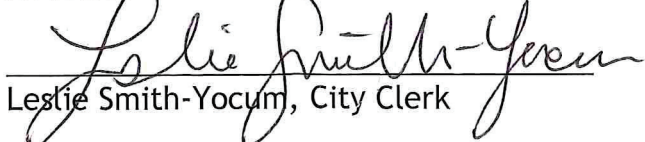
PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON


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. Pendergast, Mayor

ATTEST

Leslie G. Gamm, City Clerk



ORDINANCE NO. 2020 - 25

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

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

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

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

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

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

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

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

PASSED this 27th day of April 2020.

APPROVED this 28th day of April 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, Mayor

ATTEST

Leah M. McCum
Leah M. McCum, City Clerk



ORDINANCE NO. 2020 - 30

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

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

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

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

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

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

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

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

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

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

PASSED this 11th day of May 2020.

APPROVED this 12th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leticia Young, City Clerk



ORDINANCE NO. 2020 - 38

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

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

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

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

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

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

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

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

PASSED this 26th day of May 2020.

APPROVED this 27th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, City Clerk

ATTEST

Leslie Simon Recum, City Clerk



ORDINANCE NO. 2020 - 45

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

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

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

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

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

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

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

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

PASSED this 24th day of June 2020.

APPROVED this 25th day of June 2020.

CITY OF BLOOMINGTON

Tari Renner _____
or

ATTEST

Les

