

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
JULY 11, 2022**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER CHAMBERS, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, JULY 11, 2022, 6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer and/or Reflection**
- 4. Roll Call**
- 5. Public Comment**

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

6. Recognition/Appointments

- A. Recognition of Boards & Commissions Reappointments, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*

7. Consent Agenda

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

- A. Consideration and action to approve the Minutes of the June 13, 2022 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and action to approve Bills and Payroll in the amount of \$7,353,475.39, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and action to approve Appointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments be approved.)*
- D. Consideration and action to (1) approve the Purchase of an Elgin Broom Bear Street Sweeper from Key Equipment, using the Sourcewell Contract (#093021-ELG, exp. 11/16/2025), in the amount of \$218,020, and (2) Authorization to trade in the surplus unit, 2018 Elgin Broom Bear Sweeper (R56), for a credit of \$100,000, as requested by the Public Works Department. *(Recommended Motion: The proposed*

Purchase and Surplus Trade-in be approved.)

- E. Consideration and action to approve the Purchase of three (3) Titan Leaf Pro Leaf Vacuums from Key Equipment, using HGAC (Houston Galveston Area Contract) (#GR01-20, exp. 06/30/23), in the amount of \$175,977, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*
- F. Consideration and action to approve the Purchase of one (1) Caterpillar 440-07 Backhoe from Altorfer Cat, using the Sourcewell Contract (#032119-CAT, exp. 5/13/23), in the amount of \$231,983, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*
- G. Consideration and action to approve a Contract with Western Specialty Contractors in the amount of \$223,687 for repairs to the Market Parking Garage (Bid #2023-03), as requested by the Facilities Department. *(Recommended Motion: The proposed Contract be approved.)*
- H. Consideration and action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023 in the amount of \$1,100,830, and 2) an Ordinance Authorizing a Construction Contract Between the City of Bloomington and PJ Hoerr, Inc., for the Miller Park Zoo South American Exhibit Project (Bid #2022-15), in the Amount of \$1,062,200, as requested by the Parks and Recreation Department. *(Recommended Motion: The proposed Ordinances be approved.)*
- I. Consideration and action on an Ordinance Amending Bloomington City Code Chapter 39, Article XIX, Regarding the City's Amusement Tax, as requested by the Legal Department and the Finance Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- J. Consideration and action on a Request from Ralben, Inc. d/b/a Cadillac Jack's, located at 1507 S. Main Street, for a redefinition of premises for their Class TAPS (Tavern, All Types of Alcohol, Packaged and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Request be approved contingent upon all outdoor music ceasing at 10:00 p.m.)*

8. Regular Agenda

- A. Consideration and action on a Resolution Clarifying the Fees for the Agreements with PFM Asset Management and Busey Wealth Management for Investment Advisory Services, as requested by the Finance Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Scott Rathbun, Finance Director, 10 minutes; and City Council Discussion, 10 minutes.)*
- B. Consideration and action on an Ordinance Approving a Temporary Parking Debt Amnesty Program, as requested by the Finance Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Scott Rathbun, Finance Director, 10 minutes; and City Council Discussion, 10 minutes.)*
- C. Consideration and action to approve the Local 362 Inspectors Labor Contract, as requested by the Human Resources Department. *(Recommended Motion: The proposed Agreement be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council Discussion, 5 minutes.)*

- D. Consideration and action to approve the Local 362 Support Staff Contract, as requested by the Human Resources Department. *(Recommended Motion: The proposed Contract be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council Discussion, 5 minutes.)*
- E. Presentation of Redistricting Map Options proposed by staff and residents, as requested by the City Clerk Department and the Administration Department. *(Recommended Motion: None; presentation only.) (Presentation by Billy Tyus, Deputy City Manager; Leslie Yocum, City Clerk, 3 minutes; and City Council Discussion, 3 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

13. Adjournment



RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: July 11, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Boards & Commissions Reappointments, 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 reappointments are representative of City Council's approval from the June 27, 2022 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:

[ADM 1B Recognition of Mayoral Appointments](#)

Reappointment

Barbara Singer: Connect Transit Board

Reappointment

Ken Ota: Japan Sister Cities Committee

Reappointment

Brady Sant Amour: Planning Commission



CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: July 11, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the June 13, 2022 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B DRAFT 07-06-2022 Council Minutes - Regular Session](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, JUNE 13, 2022, 6:00 P.M.

The City Council convened in regular session in the Government Center Chambers at 6:00 p.m., Monday, June 13, 2022. Mayor Mboka Mwilambwe called the meeting to order.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Grant Walch	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Absent
Nick Becker	Council Member, Ward 4	Present
Julie Emig	Council Member, Ward 5	Present
De Urban	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Absent
Jeff Crabill	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Public Comment

Mayor Mwilambwe read a statement of procedure for public comment. No emailed public comment was received. Scott Stimeling and Cathleen Hays spoke in-person.

Recognition/Appointments

Item 6.A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officers William Shelton and Ronald Fryman upon their completion of the probationary period, as requested by the Police Department.

Police Chief, Jamal Simington, presented Officer Commissions for William Shelton and Ronald Fryman. He provided a brief background on each officer and acknowledged their many accomplishments, as well as their completion of an 18-month probation period.

Mayor Mwilambwe thanked Officers Shelton and Fryman for their service.

Item 6.B. Recognition of Boards & Commissions Appointments and Reappointments, as requested by the Administration Department.

Leslie Yocum, City Clerk, recognized the following Board and Commission reappointments: (1) Jay Groves, Airport Authority Board; (2) Daniel Freburg, Citizen Beautification Committee; (3) Greg Koos, Historic Preservation Commission; (4) Catharine Crockett, John M. Scott Health Care Commission; (5) Elaine Hardy, John M. Scott Health Care Commission; (6) Betty Middleton, Housing Authority Board; (7) Scott Rathbun, Police Pension Board; (8) Gary Neumayer, Technology Commission; and (9) Nikki Williams, Zoning Board of Appeals. She also recognized first-time appointments of Jacqueline Beyers, Planning Commission, and Arron Pirtle, Technology Commission.

Consent Agenda

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

Council Member Becker made a motion, seconded by Council Member Crumpler, to approve the Consent Agenda as presented.

Item 7.A. Consideration and action to approve the Minutes of the May 9, 2022 Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and action to approve Bills and Payroll in the amount of \$11,495,654.41, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and action to approve the Purchase of a John Deere 410J Backhoe from Martin Equipment, in the amount of \$186,000, using the Sourcewell Contract (# 032119-JDC, exp. 5/13/2023), and Authorization to Dispose of the 2007 John Deere 410J by on-line public auction, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase and Disposal be approved.)

Item 7.D. Consideration and action to approve the Annual Maintenance and Support Payment in the amount of \$142,937.62 with Tyler Technologies, as a limited source, for the Computer-Aided Dispatch solution used by the Police and Fire Departments, the Information Technology Department, and the Police Department (Recommended Motion: The proposed Payment be approved.)

Item 7.E. Consideration and action on a Resolution Authorizing the Filing of the 2022 CDBG Annual Action Plan Program Application (May 1, 2022 - April 30, 2023), as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)

Item 7.F. Consideration and action on a Resolution Authorizing the Renewal of a Joint Agreement with the Town of Normal and the Ecology Action Center for an Energy Efficiency Program, as requested by the Facilities Department. (Recommended Motion: The proposed Resolution and Agreement be approved.)

Item 7.G. Consideration and action on a Resolution Authorizing a Change Order in the Amount of \$85,607.61 for the Contract between the City of Bloomington and G.A. Rich & Sons, Inc., for the Construction of Additional Piping for the Settled Water Improvements Project, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

Item 7.H. Consideration and action on a Resolution Amending Resolution 2022-09 Regarding Redistricting, as requested by the Legal Department and the Administration Department. (Recommended Motion: The proposed Resolution be approved.)

Item 7.I. Consideration and action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-D (Downtown Neighborhood Residence) District, for the Property Located at 504 E. Olive Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.J. Consideration and action on an Ordinance Approving the Final Plat of Empire Business Park Twelfth Addition, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.K. Consideration and action on an Ordinance Approving the Final Plat of Empire Business Park Thirteenth Addition, as requested by the Public Works Department. Recommended Motion: The proposed Ordinance be approved.)

Item 7.L. Consideration and action on an Ordinance Authorizing a Construction Contract Between the City of Bloomington and Hoerr Construction, Inc., for the FY2023 Sewer Rehabilitation Program (Bid #2022-31), in the amount of \$1,429,726.60, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.M. Consideration and action on an Ordinance Amending Chapter 17 of the City Code Regarding Emergency Medical Services and Chapter 1 of the City Code Regarding the Schedule of Fees for the Fire Department and Fire Prevention, as requested by the Fire Department. (Recommended Motion: The proposed Amendment to the Ordinance be approved.)

Item 7.N. Consideration and action to approve the Request from Bloomington Normal Sunrise Rotary, who will hold an annual Brats and Bags fundraiser in Downtown Bloomington on Friday, August 5, 2022, for a Class LB (Limited/Beer and Wine) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Item 7.O. Consideration and action to approve an Application from Brickyard Barrel House, LLC, d/b/a Barrel House, to be located at 9 Brickyard Dr., requesting a Class RAPS (Restaurant, All Types of Alcohol, Packaged, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Item 7.P. Consideration and action to approve a Lake Bloomington Lot Lease and Supplemental Lease Agreement for Lot 5 in Block 5 in Camp Iroquois, with the petitioner, JLMRP Bloomington House, LLC, Matthew Powers, as requested by the Public Works Department. (Recommended Motion: The proposed Lot Lease and Supplemental Agreement be approved.)

Mayor Mwilambwe directed the Clerk to call the roll:

AYES: Walch, Boelen, Emig, Becker, Urban, Crabill, Crumpler

Motion carried.

Regular Agenda

The following item was presented:

Item 8.A. Consideration and action to approve a Resolution Authorizing the Use of American Rescue Plan Funds to Contribute \$150,000 to the Carle Health Center for Philanthropy for the Partial Funding of a Mobile Health Unit, as requested by the Administration Department.

City Manager Tim Gleason, provided a brief history of the item, noting multiple partners who had collaborated to provide the new resource. He reported that the City would contribute \$150,000 in American Rescue Plan Act ("ARPA") funds, which would enable the Mobile Health Unit to provide tremendous care to all of McLean County.

Jeff Tinervin, Representative of the Tinervin Family Foundation, explained that Carle Health Center would additionally fund the Mobile Health Unit with staff supplied via Carle-

BroMenn Hospital. He noted the United Way, the Tinervin Family Foundation, and the Laborer's International Union of North America ("LIUNA"), had also each contributed \$100,000. Mr. Tinervin stated that the Mobile Health Unit would focus efforts on underserved areas with limited access to healthcare, including West Bloomington and rural areas of McLean County.

David Taylor, President and CEO of United Way, expressed his appreciation of Council's consideration. He discussed multiple health needs assessments that had identified access to health care as an area need in McLean County. He described the Mobile Health Unit as an RV-sized vehicle dedicated to providing physical and mental health services. He noted Champaign County as having a similar unit and believed more future services could be added.

Council Member Boelen expressed her support and noted various health screening tests and vaccinations that would be accessible via the Mobile Health Unit.

Mr. Tinervin reported that Carle-BroMenn's Board had made a 20-year commitment to help eliminate poverty in Central Illinois.

Council Member Walch expressed his support of ARPA funds being used for the program. He provided examples of how the Unit could be used in pandemic situations. Mr. Taylor agreed and touched on successes that Champaign's Mobile Health Unit had in its monthly visits to Bloomington's Woodhill Towers. He stated that the vehicle was currently being retrofitted and was expected to be delivered by the end of the year.

Council Member Urban supported the Item.

Council Member Urban made a motion, seconded by Council Member Boelen, that the Resolution be approved as presented.

Council Member Emig supported the service and asked the anticipated number of individuals that would be helped. She also suggested partnering with schools to aid in building trust. Mr. Tinervin reported that the Champaign unit serviced 20-30 individuals a day and that Carle-BroMenn would continue to partner with schools.

Mayor Mwilambwe and Mr. Tinervin discussed how service locations would be selected.

Mr. Taylor stated that McLean County would soon have its own exclusively dedicated Mobile Health Unit and that input on where the unit would service had been tied into the program's stipulations.

Mayor Mwilambwe and Mr. Taylor discussed adding dental services in the future.

Council Member Boelen expressed appreciation bi-lingual services being offered.

Mayor Mwilambwe directed the Clerk to call the roll:

AYES: Walch, Boelen, Emig, Becker, Urban, Crabill, Crumpler

Motion carried.

City Manager's Discussion

City Manager Gleason discussed upcoming Downtown and community-wide events. He commented on Ferrero Roche's commitment to community involvement and recognized multiple Economic & Community Development staff for their work on the Ferrero project.

Mayor's Discussion

Mayor Mwilambwe commented on Ferrero Roche's recent event where he was able to announce Ferrero's additional \$214 million investment in Bloomington. He noted that up to

200 jobs would be created and echoed City Manager Gleason's comments to City staff and Ferrero Roche's commitment to the community.

Council Member's Discussion

Council Member Walch commented to significant attendance of the recent downtown Farmer's Market. He expressed appreciation to downtown businesses for changing hours to accommodate being open during the Farmer's Market. He then expressed concern with costs in fuel and what the City had budgeted amidst the rising fuel costs. He asked for additional information and comparisons on fuel. Mayor Mwilambwe responded that fuel costs would be discussed in the Finance Director's monthly report.

Council Member Boelen requested return on investment reports from any organization that received City funds. She then suggested one of the public commenters from earlier in the meeting, connect with the Behavioral Health Coordinating Council.

Executive Session

No Executive Session was held.

Adjournment

Council Member Becker made a motion, seconded by Council Member Boelen, to adjourn.

Mayor Mwilambwe directed the Clerk to call the roll:

AYES: Walch, Boelen, Emig, Becker, Urban, Crabill, Crumpler

Motion carried (viva voce).

The meeting adjourned at 6:44 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Mohan, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: July 11, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$7,353,475.39, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$7,353,475.39 (Payroll total \$2,816,458.85, Accounts Payable total \$4,367,282.82, Bank Transfers total \$44,145.41 and Procurement Card Purchases total \$125,588.31).

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

Respectfully submitted for consideration.

Prepared by: Joshua Moreland, Support Staff V

ATTACHMENTS:

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



CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: July 11, 2022

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Appointments be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

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

Citizens' Beautification Committee: Jennifer Aurora to the Citizens' Beautification Committee. Jennifer's appointment is effective immediately, with an expiration date of 4-30-25. Application is on file in the Administration Office.

Citizens' Beautification Committee: Deborah Johnson to the Citizens' Beautification Committee. Deborah's appointment is effective immediately, with an expiration date of 4-30-24. Application is on file in the Administration Office.

Citizens' Beautification Committee: Margaret Kraft to the Citizens' Beautification Committee. Margaret's appointment is effective immediately, with an expiration date of 4-30-25. Application is on file in the Administration Office.

Public Safety and Community Relations Board: Kimberly Howard to the Public Safety and Community Relations Board as a youth member appointee. Kimberly's one-year term is effective 7-11-22, with an expiration date of 7-11-23. Application is on file in the Administration Office.

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

Zoning Board of Appeals: Zachary Zwaga to the Zoning Board of Appeals. Zachary's appointment is effective immediately, with an expiration date of 4-30-25. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:

ADM 1B Citizens Beautification Committee Roster
ADM 1C Public Safety and Community Relations Board
ADM 1D Transportation Commission Roster
ADM 1E Zoning Board Roster

Citizens' Beautification Committee

Mayor Appointed	Staff/ Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appoint Date
x		Sara	Kemp	04/30/24	2018	04/12/21
x	Chair	Robin	VanDermay	04/30/23	2014	04/30/20
x		Becky	Altic	04/30/23	2020	09/28/20
x		Daniel	Freburg	04/30/25	2018	05/23/22
x		Joni	Painter	04/30/24	2021	06/14/21
x		Ron	Frazier	04/30/25	2022	04/25/22
x		Gina	Lavazza	04/30/24	2022	04/11/22
x		Joya	Davis	04/30/25	2022	04/25/22
x				04/30/22		
x				04/30/22		
x				04/30/23		
x				04/30/24		

Public Safety and Community Relations Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appt Date
x		William	Bennett	04/30/24	2017	04/12/21
x		Rachel	McFarland	04/30/23	2021	10/11/21
x		Surena	Fish	04/30/24	2017	04/12/21
x	Chair	Ashley	Farmer	04/30/23	2021	02/22/21
x		Arthur	Taylor	04/30/22	2017	04/22/19
x		Jeffery	Woodard	04/30/22	2017	04/22/19
x				04/30/23		
x	Youth - 1 yr term					
x	Youth - 1 yr term					

Transportation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		John	Corey	04/30/23	2019	04/27/20
x		Joseph	Blaney	04/30/24	2021	09/27/21
x		Edward	Breitweiser	04/30/22	2019	08/12/19
x				04/30/24		
x				04/30/23		
X		Elicsha	Sanders	04/30/23	2020	04/27/20
x	Disabled or serve disabled population			04/30/24		

Zoning Board of Appeals

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x	Chair	Terry	Ballantini	04/30/24	2018	03/22/21
x		Tyler	Noonan	04/30/23	2019	04/30/20
x				04/30/22		
x		Michael	Straza	04/30/23	2020	4/13/2020
				04/30/23		
x		Victoria	Harris	04/30/23	2017	04/13/20
		Nikki	Williams	04/30/25	2020	05/23/22



CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: July 11, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to (1) approve the Purchase of an Elgin Broom Bear Street Sweeper from Key Equipment, using the Sourcewell Contract (#093021-ELG, exp. 11/16/2025), in the amount of \$218,020, and (2) Authorization to trade in the surplus unit, 2018 Elgin Broom Bear Sweeper (R56), for a credit of \$100,000, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase and Surplus Trade-in be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending (1) the approval of the Purchase of an Elgin Broom Bear Street Sweeper from Key Equipment, in the amount of \$218,020, using the Sourcewell Contract (# 093021-ELG, exp. 11/16/2025), and (2) Authorization to trade in the surplus unit, 2018 Elgin Broom Bear Sweeper (R56), for a credit of \$100,000.

The Storm Water Division has [Unit R56](#), which is a 2018 Elgin Broom Bear Sweeper. The current unit is 5 years old and has 25,731 miles and 3,926 hours of use. The maintenance cost to date is \$50,480.90. Repair issues with this unit have included tires, batteries, alternator, side broom carriage, DEF system, bearings, conveyor belt, fender mounts, conveyor cover, dirt shoe, window, engine fuel pump, and hydraulic system.

This unit will be used daily to comply with Illinois Environmental Protection Agency NPDES Permit for Storm Water Discharges from Municipal Separate Storm Sewer Systems (MS4) BMP # F6- Other Municipal Controls. Goal: The City operates a street sweeping program that annually cleans approximately 9,000 curb miles of street to remove material that otherwise may have entered the MS4. Street sweeping is a Best Management Practice to meet the permit requirements. It is used to pick up leaves in the fall. Other uses include downtown cleanup after events and removal of debris after water main, sewer, and road milling repairs.

Staff requests that the replaced unit be declared surplus and be traded in toward the purchase of the new unit, with a trade credit of \$100,000. The trade credit is included in the \$218,020 purchase amount.

One of the older units will be moved to backup status when this unit is put into service. The City has been operating Elgin Eagles for several years. After market research which included

the operation of several different units, and contacting several municipalities and private contractors, the Elgin Broom Bear was chosen for its performance, ease of maintenance, and lower operating cost with the elimination of an auxiliary drive engine.

Seeking to maintain consistency, focus on efficiency, and leverage operational experience of staff, Public Works is recommending the purchase of Elgin brand sweeper. The City owns Elgin brand equipment and staff is familiar with their operation, maintenance and repair, and Fleet stocks replacement and repair parts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The Public Works Department has budgeted \$309,400 for the purchase of the sweeper for the Storm Water Division. The new unit will cost \$218,020. It will be paid for using the Capital Lease-Capital Outlay Equipment Other than Office account (40110147-72140). During the fiscal year, items are often over or under budget on the Capital Lease. The Finance department monitors this to ensure that the City stays within the overall Capital Lease budget. If necessary at fiscal year end, a budget amendment would be brought to City Council for consideration. Stakeholders can locate this in the FY 2023 Budget Book titled “Other Funds & Capital Improvement” on pages 94 and 99.

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

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[PW 2B Proposal_R56 Street Sweeper Purchase 07112022](#)

[PW 2C Photo_R56 Street Sweeper Purchase 07112022](#)



Presents a Proposal Summary

of the



Broom Bear

Broom Bear Single Engine Street Sweeper with Dual Side Brooms

for

City of Bloomington
109 East Olive St.
Bloomington, IL 61701
USA

Brad Franklin
Tel:

PRODUCT DESCRIPTION

- Conveyor squeegee, variable height, right side dumping, 4.5 cubic yard hopper, with dual, hydraulically driven, trailing arm side brooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

STANDARD FEATURES

- Broom side, 46" steel vertical digger 4 or 5 segment
- Broom side, air floating suspension with adjustable reach, air deploy
- Broom, main, 34" diameter, 60" wide prefab disposable
- Broom Measurement Ruler
- Conveyor chain, hardened with polyurethane sprockets
- Conveyor, 11 flight squeegee with rubber edging
- Conveyor, lift independent from main broom
- Conveyor, three piece replaceable wear plates
- Conveyor flush out system
- Conveyor raise in reverse
- Conveyor stall alarm
- Dirt shoes, spring assisted, heavy duty single row carbide steel (rubber isolated)
- Electric backup alarm
- Hopper inspection door
- Hopper, 4.5 cu yd with window and skylight
- Hopper up indicator and beep
- Hopper, variable high dump; 9' 6", 4.5 yard
- Hose, hydrant fill, 16' 8" with coupling
- Hydraulic oil level gauge w/ external thermometer and in-cab level light
- Hydraulic system, load sensing with selectable transmission driven PTO pump
- Lights, automatic backup
- Lights, combination tail/stop, separate amber signal
- Lights, flood light, one per broom (3)
- Manuals, operator and parts
- Mirrors, West Coast type with 8" convex inserts, one each side
- Rear broom cover and anti-carryover wrap
- Rear broom spray bar
- Rear right hand flood light
- Reflectors, set of 6
- Sidebroom speed control, external to cab
- Sweep resume/raise in reverse
- Tactile controls for all sweep functions
- Tool storage
- Water fill, anti-siphon
- Water level indicator in-cab
- Water Pump, electric diaphragm
- Water tank, molded polyethylene, 360-gallon total nominal capacity
- 1 Year Parts and Labor Warranty
- AM/FM/CD Radio
- Left Hand Fender Mounted Mirror
- Steel Bristles with Polyethylene Segments
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo
- Sweeper - Operator Manual
- Sweeper Parts Manual
- SURCHARGE-118

Sourcewell 

Awarded Contract

ADDITIONAL FEATURES

- Standard Electric Horn

- Strip Main Broom (URB) - Center Sweep
- Sidebroom Tilt Option Left Hand Including Indicator
- Sidebroom Tilt Option Right Hand Including Indicator
- Extended Hopper Door
- Midwest Autolube Sweeper Only
- Package 2 : Single Rear/Single Hopper Beacon; LED with Guard
- Package A : LED Stop/Tail/Turn Lights
- Package C : (2) Rear Low Mounted Oval Amber LED Flashers
- Hopper Interior LED Flood Light



Mounted on:

New 2022 International MV607 4x2 single axle chassis

Cummins diesel engine

Allison Automatic transmission

One New Elgin Broom Bear / International MV607 chassis	\$323,885.00
Less Sourcewell Discount:	-\$ 5,865.00
Trade in allowance for 2018 Elgin Broom Bear S/N 4MH10977	-\$100,000.00
VIN: 1HTMKSTN3JH528698	
Total Invoice Amount:	\$ 218,020.00

*Price includes start-up and training by Key Equipment & Supply Company personnel. Price does not include FET, sales and/or use taxes.

Proposal is valid through July 29, 2022.

Sourcewell Contract #: 093021-ELG

This proposal becomes a contract for delivery and payment of the merchandise listed above when signed by the customer or one of its officers.

Customer Name _____ PO# _____

By _____ Date _____

Bloomington Sourcewell Member #: 25014



Brad Franklin
Territory Manager
Key Equipment & Supply Co.

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.





CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: July 11, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of three (3) Titan Leaf Pro Leaf Vacuums from Key Equipment, using HGAC (Houston Galveston Area Contract) (#GR01-20, exp. 06/30/23), in the amount of \$175,977, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of the purchase of three (3) Titan Leaf Pro Leaf Vacuums from Key Equipment, using HGAC (#GR01-20, exp. 06/30/23), in the amount of \$175,977.

The Solid Waste Division of the Public Works Department has three 1994 ODB LTC600 Leaf Vacuums that are scheduled for replacement this fiscal year. The first leaf vacuum, [Unit R75](#), is 28 years old and has 2,588 hours on it. Maintenance cost to date for this unit is \$64,305.01. Repair issues with unit have included clutch replacement, main drive belt, electrical issues, motor mounts broken, suction and discharge hoses, safety switches, and wheel bearings.

The second leaf vacuum, [Unit R76](#), is 28 years old and has 2,732 hours on it. Maintenance cost to date for this unit is \$80,302.56. Repair issues with this unit have included main drive belt, safety switches, radiator repair, electrical issues, hydraulic leak, suction and discharge hoses, frame cracks, lights, and wheel bearings.

The third leaf vacuum, [Unit R77](#), is a 28 years old and has 2,962 hours on it. Maintenance cost to date for this unit is \$58,483.38. Repair issues with this unit have included safety switches, hydraulic motor, frame cracks, lights, suction and discharge hoses, charging system, engine belts, main drive belt, auto lube system, and rebuild of impeller, impeller liner, bearings and shaft.

The Solid Waste Division's leaf collection equipment consists of three units that are 28 years old, three units that are 23 years old, one unit that is 19 years old, one unit that is 4 years old, and one unit that is 3 years old. These units average 113 hours of use per year. Leaf collection averages four to five weeks a year. To reduce down time and maintenance cost, the City is looking to replace these older units, as it is getting harder to find replacement parts. Staff is still working through leaf collection approaches, and, while that is not

finalized, the age of the equipment requires that they be replaced while finalization efforts are underway.

Staff requests that the three (3) 1994 ODB LTC600 Leaf Vacuums be declared surplus and sold on a public, online auction. They are estimated to sell for a total of approximately \$4,500.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The Public Works Department has budgeted \$118,560 for the purchase of the three leaf vacuums for the Solid Waste Division. The new units will cost \$175,977. The leaf vacuums will be paid for using the Capital Lease-Capital Outlay Equipment Other than Office account (40110147 -72140). During the fiscal year, items are often over or under budget on the Capital Lease. The Finance department monitors this to ensure that the City stays within the overall Capital Lease budget. If necessary at fiscal year end, a budget amendment would be brought to City Council for consideration. Stakeholders can locate this in the FY 2023 Budget Book titled “Other Funds & Capital Improvement” on pages 94 and 99.

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal NE-5. Provide more efficient and sustainable municipal solid waste, management, Objective NE-5.2. Continue to address solid waste issues at a regional level.

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[PW 3B Proposal_Solid Waste Leaf Vacuum Purchases 07112022](#)

[PW 3C Photo R75_Solid Waste Leaf Vacuum Purchases 07112022](#)

[PW 3D Photo R76_Solid Waste Leaf Vacuum Purchases 07112022](#)

[PW 3E Photo R77_Solid Waste Leaf Vacuum Purchases 07112022](#)

6/22/22

City of Bloomington
115 E. Washington St.
Bloomington, Illinois 61702
Attn: Rob Krones



Re: Titan Pro HGAC Proposal

Rob,

Thank you for the opportunity to supply you with a proposal for a new Titan Leaf Pro HGAC proposal. Please review the features listed below.

Titan Leaf Pro

Engine:

- Kubota 3800 Turbo Diesel 4 cylinder rated for 74 HP Tier 4
- Murphy PV450 Engine control Monitor with safety & High-Low shutdown mounted at operators' station
- Magnetic Perforated radiator screen
- 50-gallon Aluminum fuel tank
- 11.5" Clutch assembly with 2-3/16" PTO shaft with 2 greaseable Pillow Block bearings

Fan & Blower Housing:

- Blower Housing: front and back constructed of 7ga. Steel, Outer Skin 10Ga Steel.
- 30" Suction impeller with six 3/8" thick, 12" wide AR-400 steel blades with two gussets per blade
- 5 strand 5VX Power band belt drive for suction impeller

Hose & Boom:

- Hydraulic hose boom powered by Hydraulic Gear pump mounted to the engine
- Proportional Hydraulics integrated with a Murphy PV450 engine control monitor.
- 16" diameter x 120" rubber intake hose with steel nozzle
- LED DOT lights and an oval LED amber flasher light at rear
- 16" diameter x 48" rubber exhaust hose

Trailer:

- HD height adjustable pintle eye
- Manual Crank Parking jack with drop foot jack stand 8,000lb with caster wheel
- Electric brakes with break-away actuator

St. Louis Headquarters
Key Equipment & Quality Rents
13507 Northwest Industrial Drive
Bridgeton, MO 63044

Single 7,000lb axle
Oval Safety flashers at rear of unit

Additional Enhancements:

Elbow Liner, Bolt in 1/4" Elbow liner to protect elbow from premature wear,
Clean Out Door, At the bottom of the vacuum housing there shall be a top-hinged clean
out door for easy removal of unwanted debris in the vacuum housing. The door shall have a safety
interlock that will prevent the engine from starting if the door is open.

2022 Titan Leaf Pro HGAC Price \$ 58,659.00

HGAC Contract # GR01-20

Includes Delivery, PDI and Lifetime Training.

Pricing valid until 7/31/22

HGACBuy
THE SMART PURCHASING SOLUTION



This proposal becomes a contract for delivery and payment of the merchandise listed above when signed by the customer or one of its officers.

Customer Name _____ PO# _____

By _____ Date _____



Brad Franklin
Territory Manager
Key Equipment & Supply C

Springfield Branch
Key Equipment & Quality Rents
1315 Ottis Street
Springfield, IL 62703
217-313-7408









CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: July 11, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of one (1) Caterpillar 440-07 Backhoe from Altorfer Cat, using the Sourcewell Contract (#032119-CAT, exp. 5/13/23), in the amount of \$231,983, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of the purchase of one Caterpillar 440-07 Backhoe from Altorfer Cat, using the Sourcewell Contract (#032119-CAT, exp. 5/13/23), in the amount of \$231,983.

The Sanitary Sewer Division of Public Works has [Unit 558](#), which is a 2017 Caterpillar 430FIT Backhoe. The unit is six years old now (and could be eight years old when the replacement is delivered) and will have over 4,000 hours when the new unit arrives. The maintenance cost to date is \$22,616.09. Recent issues with this unit have included hydraulic hoses and system, tires, engine emissions, engine oil leak, bucket repairs, cab glass, parking brake system, and engine electrical sensors. Staff is recommending a Caterpillar 440-07 due to the increased lifting capacity. Though the existing Caterpillar 430FIT can lift the manhole sections needing to be installed, the weight of the sections is at lifting capacity. In addition, the Caterpillar 440-07 can use all of the same attachments as the Caterpillar 430FIT.

The replaced unit (2017 Caterpillar 430FIT) would be moved to Parks Maintenance to replace [Unit 853](#), a 2004 John Deere 410G with an unknown number of hours of use and a maintenance cost to date of \$35,655.47. Recent issues with this unit have included hydraulic hose failures, tires, electrical system, cab glass, outrigger guards, transfer case leak, and HVAC system. The 2004 John Deere 410G will then be declared surplus and sold on a public, online auction where it is expected to bring approximately \$12,500.

Seeking to maintain consistency, focus on efficiency, and leverage the operational experience of staff, Public Works is recommending the purchase of the Caterpillar brand backhoe. The City owns Caterpillar brand equipment in several departments, staff is familiar with their operation, existing City owned attachments are interchangeable with the proposed model, and Fleet stocks replacement and repair parts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase a Caterpillar 440-07 Backhoe from Altofer Cat, in the amount of \$231,983, using the Sourcewell Contract (#032119-CAT, exp. 5/13/23), and dispose of the 2004 John Deere 410G by online public auction. The Sanitary Sewer Division has budgeted \$204,360 for the purchase of the unit for the Streets and Sewers Section. It will be paid for using the Capital Lease-Capital Outlay Equipment Other than Office account (40110147 -72140). During the fiscal year, items are often over or under budget on the Capital Lease. The Finance department monitors this to ensure that the City stays within the overall Capital Lease budget. If necessary at fiscal year end, a budget amendment would be brought to City Council for consideration. Stakeholders can locate this in the FY 2023 Budget Book titled “Other Funds & Capital Improvement” on pages 94 and 98.

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

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[PW 1B Proposal_Altofer CAT 440-07 07112022](#)

[PW 1C Photo_S58 Backhoe Replacement 07112022](#)

[PW 1D Photo 853_S58 Backhoe Replacement 07112022](#)

June 21st, 2022

City of Bloomington – Public Works
109 East Olive
Bloomington, IL 61701



Attention: City of Bloomington – Public Works

We are pleased to provide the following proposal for your review:

One (1) New CAT® 440-07 Backhoe Loader

Includes the following standard equipment and options:

Sound Suppressed, ROPS/FOPS Cab
Air Conditioner & Heater/ Defroster
CAT Comfort Air Suspension, Heated Fabric Seat
Front & Rear Window Wipers/ Washers
Four Head Lights, Four Rear Flood Lights
Hazard Flashers, Turn Signals, Stop & Taillights
Front Tires: Michelin 340/80R18, Directional
Rear Tires: Michelin 500/70-24 Directional
1,102 lbs. Counterweight
Integrated Tool Carrier (IT) Interface
Return-To-Dig and Self-Leveling Controls
Ride Control System
Grote 360 LED Strobe Light w/ Brush Guard
JRB Front Coupler
JRB 1.25 MP Bucket
JA Auto Lube System
Rear Defrost Fan with installation
1 Year Subscription to Electronic Technician (ET)

CAT C4.4 Tier 4f Engine
4WD Auto Shift Transmission
120V Engine Heater
Two Maintenance Free 880 CCA Batteries
Flip-Over Stabilizer Pads
Six-Function Backhoe Hydraulics
Extendible-Stick (E-Stick)
Combined Function Auxiliary Hydraulics
AM/FM Bluetooth Radio
CAT Product Link Ready
CAT Hydraulic Pin-Grabber Quick Coupler
Werk-Brau 30" DC Bucket w/ BOCE
CAT 36" Soil Bucket w/ 6 Teeth
CAT H80S Hammer with Bracket
CAT Service Manual (Qty 1)
CAT Owners Maintenance Manual (Qty 2)
CAT Communications Adapter for ET
1 Year Subscription to SIS 2.0 (Service Information Systems)

Equipment Protection Plan (EPP):

60 months / 3,500 hour Premier EPP

60 months / 3,500 SMH Level 4 Premium CSA with 500 SMH Intervals (engine & cab air filters included)

City of Bloomington – Public Works Price: \$ 231,983 *(Quote expires August 21st, 2022)*

Approved by City Manager Tim Gleason

Date Signed

Availability:

Approximately 1st Quarter 2023. If units become available sooner from the factory, we will deliver sooner.

City of Bloomington's Sourcewell Membership & Sourcewell Contract #032119-CAT:



City of Bloomington
109 E Olive St
Bloomington, IL 61701-5219

ID# 25014

Sourcewell
Awarded Contract

Great news—your organization is already a Sourcewell member! Using the ID number provided on this page, you can immediately utilize Sourcewell awarded contracts by providing this number to the vendor you wish to purchase from.

Caterpillar, Inc.

New & Used Construction & Paving Equipment, Parts, Service, & Rental

#032119-CAT

Maturity Date: 05/13/2023

Sourcewell Pricing Breakdown

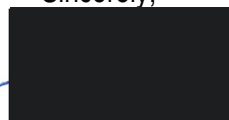
	440-07
List Price	\$229,212.00
Less Sourcewell Discount 22%	(50,427.00)
Subtotal	\$178,785.00
Additional Net Charges	78,122.00
Additional Altorfer Discount	(24,925.00)
Sourcewell Selling Price	231,983.00

*Net Charges Include the Following:

- 60mo / 3,500hr Premier Extended Protection Plan
- 60mo / 3,500hr Level 4 Premium CSA (engine & cab air filters included)
- Freight
- Set-up / Assembly (Machine and Worktools)
- 30" Werk-Brau DC Bucket
- 36" CAT Toothed Bucket
- CAT H80S Hammer w/ Cone Tip and Hammer Rest Cup
- JRB Front Coupler and 1.25 yd3 MP Bucket
- JA Autolube System
- Service Manual and (2) OMM's
- Grote 360 LED Strobe Light w/ Brush Guard
- Rear Defrost Fan
- 1 Communications Adapter for Electronic Technician (ET)
- 1 Year Subscription to Electronic Technician (ET)
- 1 Year Subscription to SIS 2.0 (Service Information Systems)

We appreciate the opportunity to submit this proposal, and trust that it will merit your favorable consideration.

Sincerely,



Brian Goudie

Machine Sales Representative - Altorfer CAT
309-824-8701 | brian.goudie@altorfer.com







CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: July 11, 2022

WARD IMPACTED: Ward 6

SUBJECT: Consideration and action to approve a Contract with Western Specialty Contractors in the amount of \$223,687 for repairs to the Market Parking Garage (Bid #2023-03), as requested by the Facilities Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

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

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

Objective 6a. More beautiful, clean Downtown area

BACKGROUND: The Market Street garage was built in 1974 and is near the end of its useful life. This 48-year-old facility has 550 parking spaces and is primarily used by downtown business owners, employees and customers. Prior to the COVID-19 pandemic, 75% of the available monthly parking spaces were rented. Repairs completed in 2013 extended the useful life of the garage by nearly 8 years. Since 2013, a few minor maintenance projects have been completed, but no additional structural repairs were done. A structural evaluation of the garage completed in 2020 showed considerable structural repairs were needed to keep the facility safe and operational. These repairs were bid in 2020 and work was completed in 2021. Due to ongoing deterioration and budget constraints, all necessary structural repairs could not be completed and temporary shoring was installed to keep the garage operational.

An evaluation of downtown parking needs and the most cost-effective way to provide this parking is currently in process and expected to be complete within a year. Implementation of the preferred solution could take another 1 to 2 years. Since temporary shoring is not ideal for this timeframe, additional repairs to the Market garage are necessary. The structural engineer estimates that completing these additional repairs will extend the garage's life by 2 to 3 years. A summary of the submitted bids follows and the full bid tabulation is attached. The local preference policy is not relevant since neither bidder is local.

<u>Contractor</u>	<u>Total Bid</u>
Western Specialty Contractors	\$223,687
Golf Acquisition Group	\$305,900

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in *The Pantagraph* on June 13, 2022 and a pre-bid meeting was held at 10:00 a.m. on June 16, 2022 in the parking garage.

FINANCIAL IMPACT: If approved, \$223,687 will be awarded for this project. Funding for this project in the amount of \$275,000 is included in the FY 2023 Budget under Capital Improvement-Buildings account (40100100-72520). Stakeholders can locate this in the FY 2023 Budget Book titled “Other Funds & Capital Improvement” on pages 81, 83, 224, 247, 259 and 260.

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: *The application meets the following goals and objectives of the Bloomington Comprehensive Plan 2035:* Goal D-5.1 Improve parking conditions and access and encourage shared public and private parking supplies.

Respectfully submitted for consideration.

Prepared by: Russ Waller, Director of Facility Management

ATTACHMENTS:

[FAC 1B Contract_Market Garage 2022 Repairs](#)

[FAC 1C Bid Tab_Market Garage](#)

[FAC 1D COLI_Western 2022](#)

**CITY OF BLOOMINGTON
CONTRACT WITH**

WESTERN WATERPROOFING CO, INC. d/b/a WESTERN SPECIALTY CONTRACTORS
FOR

MARKET GARAGE 2022 MAINTENANCE REPAIRS

THIS AGREEMENT, dated this 11th day of July, 2022, is between the City of Bloomington (hereinafter "CITY") and WESTERN WATERPROOFING CO, INC. d/b/a WESTERN SPECIALTY CONTRACTORS (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Market Garage 2022 Maintenance Repairs (Bid 2023-03) (hereinafter "Request")

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

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: _____
Market Garage 2022 Maintenance Repairs (Bid 2023-03)

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

- ☐ A flat fee of \$ _____ as set forth in the Procurement Documents.
- ☒ Fees as set forth in the Procurement Documents up to the Contract amount of \$ 223,687.00.
Payments shall be made within 45 days of invoice.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

WESTERN WATERPROOFING CO, INC. d/b/a WESTERN SPECIALTY CONTRACTORS

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
09/23/2021

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 Aon Risk Services Central, Inc. 4220 Duncan Avenue Suite 401 St Louis, MO 63110	1-314-721-5100	CONTACT NAME: Western Construction Group, Risk Mgmt. PHONE (A/C, No, Ext): 314-427-6733 FAX (A/C, No): 314-499-5029 E-MAIL ADDRESS: ERM@Westerngroup.com
INSURED Western Waterproofing Company, Inc. (Br 07) Western Specialty Contractors 1637 N. Warson Rd. St. Louis, MO 63132		INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS PROP CAS CO OF AMER INSURER B: TRAVELERS IND CO OF AMER INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 63297920

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:				10/01/21	10/01/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY				10/01/21	10/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$				10/01/21	10/01/22	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				10/01/21	10/01/22	☒ PER STATUTE ☐ OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		10/01/21	10/01/22	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)

JOB: PARKING GARAGE REPAIRS

SEE NEXT PAGE.

CERTIFICATE HOLDER

CANCELLATION

00720.7013 City of Bloomington, IL Facilities Management 115 E. Washington St. P.O. Box 3157 Bloomington, IL 61702 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>Aon Risk Services Central, Inc.</i>
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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Western Waterproofing Company, Inc. (Br 07) Western Specialty Contractors 1637 N. Warson Rd.	
POLICY NUMBER		St. Louis, MO 63132	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

The following are additional insured (except for Workers Compensation) to the extent required by written contract with respect to work performed by or on behalf of the named insured at the referenced job per the attached endorsements:-

-

City of Bloomington, IL its employees and officials.-

-

The coverage under the General Liability policy shall be primary and insurance carried by the additional insureds-considered non-contributory to the extent required by written contract and per policy terms and conditions.



CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: July 11, 2022

WARD IMPACTED: Ward 6

SUBJECT: Consideration and action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023 in the amount of \$1,100,830, and 2) an Ordinance Authorizing a Construction Contract Between the City of Bloomington and PJ Hoerr, Inc., for the Miller Park Zoo South American Exhibit Project (Bid #2022-15), in the Amount of \$1,062,200, as requested by the Parks and Recreation Department.

RECOMMENDED MOTION: The proposed Ordinances be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: The Miller Park Zoo's Master Plan prioritized the South America-Phase I project. This project will be the third animal project coming from the Master Plan. The project includes three new exhibits (Galapagos Tortoise, Giant Anteater, Chilean Pudu and Bush Dogs). These new exhibits will replace the older wooden exhibits (Red Panda, Pallas's Cat, Eurasian Eagle-Owl and Rainforest Theater) that have out-lived the usefulness of these exhibits. The new exhibits meet modern zoological practices.

This project total cost is estimated to be \$1,100,830. Nearly the entire cost of this project will be funded by non-City sources.

- Illinois Department of Natural Resources--\$750,000 (grant secured)
- Miller Park Zoological Society--\$250,000 (pledged)
- Ewing Zoo Foundation--\$100,000 (pledged)
- City funding requested--\$830

PJ Hoerr was the lowest responsible bidder for the construction of this project. PJ Hoerr's base bid is for \$1,037,000 plus a \$5,000 contingency for unsuitable soil, and \$20,200 for the metal roof - alternate #4. Total proposed award to PJ Hoerr is \$1,062,200.

Six alternates were offered to lower project costs. Besides the metal roof, none of the other alternates were chosen by the City to be added to the bid award. These alternates (demolition, landscaping, and public fence) will be done utilizing City staff personnel. Total material costs of these alternates are estimated at \$32,000. By City staff completing the work listed above, it is a cost savings of \$73,700 compared to the contractor completing this part of the project. In addition \$6,630 is estimated for geotechnical services. Two local

firms submitted bid proposals for the project (PJ Hoerr & Zobrist Construction) so local preference was not a factor in determining the award to the lowest responsive and responsible bidder.

It is believed the project costs exceeded the original \$1,000,000 estimated budget due to delay in project and increased market cost of construction and materials at this time. Many reasons complicated the project moving forward: COVID-19, architectural delays, and City review to name a few.

On July 26, 2021 the following was approved by City Council: Consideration and action 1) on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022, as it relates to the Zoo Anteater, Bush Dog & Tortoise Exhibit budget, AKA the South American Exhibit, in the amount of \$1,000,000; and 2) to approve the Contract with Farnsworth Group in the amount of \$33,700 for the construction oversight services for the South American Exhibit at the Miller Park Zoo, as requested by the Parks, Recreation and Cultural Arts Department. Nothing came of the Budget Amendment as there has not been a contract approved by Council, so funds were not encumbered for the construction. The \$33,700 is on a PO with Farnsworth and remains open-PO 20220200.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Miller Park Zoological Society, Ewing Zoo Foundation and State of Illinois Department of Natural Resources.

FINANCIAL IMPACT: If approved, the Construction Contract Between the City of Bloomington and PJ Hoerr, Inc., for the Miller Park Zoo South American Exhibit Project (Bid #2022-15), in the Amount of \$1,062,200 will be paid out of the Capital Improvement Fund-Park Construction & Improvement account (40100100-72570). The budget amendment for \$1,100,830 is higher than the project award by \$38,630 as the City will be handling demolition services, planting landscaping, and public fence installation utilizing City staff. In addition \$6,630 is estimated for geotechnical services. Total material costs of these alternates/services are estimated at \$38,630. This project is not included in the FY 2023 Budget due to delays mentioned in the earlier portion of the memo. Please see the attached "Exhibit" for the account breakdown in the budget amendment.

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: HL-2 Ensure maximum usage of the City's parks and recreational facilities and associated resources. HL-2.1 Ensure easy access and availability of park facilities for residents as well as community groups.

Respectfully submitted for consideration.

Prepared by: Anthony Nelson, Zoo Business Manager

ATTACHMENTS:

[PARKS 1B Ordinance #1_South American Exhibit](#)

[PARKS 1C Ordinance #1 Exhibit](#)

[PARKS 1D Ordinance #2_Contract for Parks South American Exhibit](#)

[PARKS 1E Bid Tab Submissions #2022-15 South American Exhibit - Miller Park Zoo](#)

[PARKS 1F Unsigned City Agreement for the South American Exhibit with PJ Hoerr](#)

ORDINANCE NO. 2022 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2023**

WHEREAS, on April 11, 2022 by Ordinance Number 2022-26, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2022 and Ending April 30, 2023, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 13, 2022; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2023 Budget to utilize Capital Improvement Fund balance in the amount of \$830 and increase the Capital Improvement Fund budget by \$1,100,830 for the South American Exhibit at Miller Park Zoo.

NOW, THEREFORE, BE IT ORDAINED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

SECTION 1. Ordinance Number 2022-26 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2023) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

SECTION 2. Except as provided for herein, Ordinance Number 2022-26 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2022-26.

SECTION 3. This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 11th day of July 2022.

APPROVED this ____ day of July 2022.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2023 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
40100100-40000	Capital Improvement	Use of Fund Balance	\$ (830.00)	
40100100-53120	Capital Improvement	State Grants	\$ (750,000.00)	IDNR
40100100-57330	Capital Improvement	Miller Park Zoological Society	\$ (250,000.00)	
40100100-57390	Capital Improvement	Ewing Zoo Society	\$ (100,000.00)	
40100100-72570	Capital Improvement	Park Construction & Improvements	\$ 1,100,830.00	
Net Transaction:			\$ -	

ORDINANCE NO. 2022 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND PJ HOERR, INC., FOR THE MILLER PARK ZOO SOUTH AMERICAN EXHIBIT PROJECT (BID #2022-15), IN THE AMOUNT OF \$1,062,200

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

WHEREAS, subject to the provisions of the City Code, City staff is recommending a contract with PJ Hoerr, Inc. (CONTRACTOR) be approved for the Miller Park Zoo South American Exhibit Project (PROJECT) in the amount of \$1,062,200; and

WHEREAS, PROJECT consists of construction of three (3) new exhibits (Galapagos Tortoise, Giant Anteater, Chilean Pudu and Bush Dogs; and

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

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

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

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

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 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 approval and publication as required by law.

PASSED this 11th day of July 2022.

APPROVED this ____ day of January 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk



EVALUATION TABULATION

ITB No. 2022-15

South American Exhibit

RESPONSE DEADLINE: May 10, 2022 at 10:00 am

Report Generated: Thursday, July 7, 2022

SELECTED VENDOR TOTALS

Vendor	Total
P.J. Hoerr	\$1,222,500.00
Zobrist Construction	\$1,368,000.00

SOUTH AMERICAN EXHIBIT

Bidder agrees to hold the bid price (base bid and contingency) for ninety (90) days from bid due date not including the day of the bid opening.

					P.J. Hoerr		Zobrist Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Base Bid - All labor, materials, services and equipment necessary for completion of the work stated in the specifications and drawings.	1	LS	\$1,037,000.00	\$1,037,000.00	\$1,099,000.00	\$1,099,000.00

Selected	Line Item	Description	Quantity	Unit of Measure	P.J. Hoerr		Zobrist Construction	
					Unit Cost	Total	Unit Cost	Total
X	2	Allowance #1 - Contingency - \$5,000 for the removal and replacement of unsuitable soils if necessary. All contingency items shall be at the City's sole discretion and any amount not used during the project shall revert back to the City and not be paid to the Contractor.	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Total						\$1,042,000.00		\$1,104,000.00

SOUTH AMERICAN ALTERNATES

Bidder must submit a bid for all of the alternates or the bid submission will be considered to be non-responsive and not considered for award of the project. The City retains the right to choose all, none or some of the alternates as is in the best interest of the City. Bidder agrees to hold all alternate pricing for ninety (90) days from the bid due date not including the day of the bid opening.

Selected	Line Item	Description	Quantity	Unit of Measure	P.J. Hoerr		Zobrist Construction	
					Unit Cost	Total	Unit Cost	Total
X	1	Alternate #1 - Demolition of all existing exhibit enclosures, structures, fences, etc. as shown on SA 0.1.	1	LS	\$27,700.00	\$27,700.00	\$35,000.00	\$35,000.00
X	2	Alternate #2 - Provide and install 16' Gazebo as shown on she SA 1.1, note 18.	1	LS	\$19,500.00	\$19,500.00	\$28,000.00	\$28,000.00
X	3	Alternate #3 - Remove and replace existing concrete path per SA 1.1, note 19.	1	LS	\$35,100.00	\$35,100.00	\$26,000.00	\$26,000.00

EVALUATION TABULATION
ITB No. 2022-15
South American Exhibit

Selected	Line Item	Description	Quantity	Unit of Measure	P.J. Hoerr		Zobrist Construction	
					Unit Cost	Total	Unit Cost	Total
X	4	Alternate #4 - Roof entire building with 7/8" corrugated metal panel in lieu of composite shingles. Provide compatible venting system to meet code requirement.	1	LS	\$20,200.00	\$20,200.00	\$56,000.00	\$56,000.00
X	5	Alternate #5 - Provide and install all planting as shown on SA 4.1.	1	LS	\$33,300.00	\$33,300.00	\$40,000.00	\$40,000.00
X	6	Alternate #6 - Provide and install pedestrian barrier as shown on SA 1.1, note 9.	1	LS	\$44,700.00	\$44,700.00	\$79,000.00	\$79,000.00
Total						\$180,500.00		\$264,000.00

CITY OF BLOOMINGTON AGREEMENT WITH

P.J. Hoerr

FOR

Miller Park Zoo - South America Exhibit

THIS AGREEMENT, dated this 6th day of July, 2022, is between the City of Bloomington, IL (hereinafter "CITY") and P.J. Hoerr (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

OpenGov Procurement 2022-15 (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS" and attached hereto), shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail.

☐

This Agreement was not subject to a formal solicitation process by the CITY, but includes the other required proposal/documents attached hereto in Exhibit C.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the City shall pay VENDOR one of the following:

☐

A flat fee of \$ 1,062,200.00 as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein.

☒

Fees as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein not to exceed \$ 1,062,200.00.

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

☐

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



This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Section 4 executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless said CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against said CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

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

Section 13. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 14. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 15. Compliance with Prevailing Wage. The following shall apply to this Agreement:

☐

This Agreement is not for "public works" and therefore Prevailing Wage does not apply.

☒

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

Section 16. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 17. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 18. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY

issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 19. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Copy to:

If to CITY:

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

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 103
Bloomington, IL 61701
legal@cityblm.org

Section 20. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS or as agreed upon with the City Procurement Manager. Certificates of insurance shall be provided to the CITY and CITY shall be named as additional insured under the policy(ies).

Section 21. Assignment. No PARTY may assign this Agreement, of the proceeds thereof, without prior written consent of the other PARTY.

Section 22. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 23. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 24. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 25. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 26. 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 27. Term. The term of this Agreement shall be:

- ☒ Until all of the services and/or deliverables required to be provided within this Agreement are completed and accepted by CITY.
- ☐ From _____ year(s) from the date of this Agreement listed above.
- ☐ By the date state in the PROCUREMENT DOCUMENTS or no later than _____.
- ☐ This Agreement shall also be subject to the following renewal terms, if any:
_____.

Notwithstanding anything herein, the provisions in Sections 10 and 18 shall survive termination.

Section 28. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

CITY OF BLOOMINGTON

VENDOR

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
Its City Clerk

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The City has selected the base bid, contingency, and alternate 4. Please see attached Excel docs.

EXHIBIT B
PAYMENT TERMS

As Stated in OpenGov 2022-15

EXHIBIT C
OTHER REQUIRED PROPOSAL/DOCUMENTS



CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: July 11, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending Bloomington City Code Chapter 39, Article XIX, Regarding the City's Amusement Tax, as requested by the Legal Department and the Finance Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City of Bloomington has an amusement tax in Chapter 39 of the City Code. Streaming has become a popular amusement and in many cases is replacing cable and satellite television. As streaming services have risen in popularity, numerous streaming companies have come into compliance with the City's amusement tax. In February, the City amended its ordinance to update and clarify the language. Since that time, the City has received an additional request for a minor amendment to the ordinance from representatives of streaming services that they maintain will assist the services with compliance. The proposed amendment is responsive to that feedback and specifically clarifies that when rights to a digital product is purchased for permanent use, the streaming tax does not apply.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Streaming services are additional options to both cable television and satellite tv, both of which are currently taxed by the City. The City currently collects approximately \$20,000 in revenue every month from streaming services. With additional clarity being added to the City Code, this revenue will increase, although the specific amount is difficult to predict. This revenue is recorded in the Non-Departmental-Amusement Tax account (10010010-50039). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 132.

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

Respectfully submitted for consideration.

Prepared by: George Boyle, Assistant Corporation Counsel

ATTACHMENTS:

ORDINANCE NO. 2022 - _____

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 39, ARTICLE XIX,
REGARDING THE CITY'S AMUSEMENT TAX

WHEREAS, the City of Bloomington, McLean County, Illinois, ("City") is a home-rule unit of government and, pursuant to the provisions of Article VII, Section 6(a) of the Illinois Constitution may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to Article VII, Section 6(a) and Section 6(i) of the Illinois Constitution in conjunction with 65 ILCS 5/11-42-5 of the Illinois Municipal Code, the City is authorized to impose a tax upon amusements; and

WHEREAS, streaming services are an "amusement" that has been taxed by the City under Chapter 39; and

WHEREAS, the Mayor and City Council of the City believe that it is in the best interest of the City and its residents to clarify the tax does not apply to purchases of online games associated with rights of permanent use.

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

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

SECTION 2. That the definition of "Amusement" in Chapter 39, Section 1901 of the Bloomington Code is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

§ 39-1901 [Ch. 39, Sec. 401] Definitions.

AMUSEMENT

Includes the provision of exhibitiv entertainment, including, but not limited to, the following activities and sports:

- A. Any theatrical, dramatic, musical or artistic performance;
- B. Any motion picture show or movie;
- C. Any video, videotape or digital versatile disk (DVD);
- D. Any paid television or other programming, whether transmitted by wire, cable, fiber optics, laser, microwave, radio, satellite or other means;
- E. Any video streaming, audio streaming, or remotely accessed online games made available to patrons on a pay per use, rental, or subscription basis,

but not transactions where the Patron pays for the rights of permanent use online games delivered electronically to mobile or other electronic devices;

- F. Any carnival, athletic contest, sport or game, including, but not limited to, archery, shooting galleries and shooting ranges, boxing, wrestling, skating, dancing, swimming, racing or riding animals or vehicles, baseball, basketball, softball, football, tennis, racquetball, handball, golf, hockey, track and field games, soccer, rugby, bowling, billiards and pool games.

SECTION 3. That a new definition of “Patron” is added in Chapter 39, Section 1901 of the Bloomington Code as follows:

§ 39-1901 [Ch. 39, Sec. 401] Definitions.

PATRON

- A. Any person admitted to any amusement in the City for which an admission fee or charge is imposed;
- B. Any person who purchases or otherwise acquires a ticket or pass of any kind from a place other than the location where such ticket or pass is purchased or acquired for admission to any amusement within the City;
- C. Any person with a billing address in the City of Bloomington who purchases the right to access an amusement as defined in section (E) of the definition of Amusement in this Code.

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

SECTION 5. 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 6. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 7. This ordinance shall become effective on August 1, 2022, after its approval and publication as required by law.

SECTION 8. This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 11th day of July 2022.

APPROVED this ____ day of July 2022.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: July 11, 2022

WARD IMPACTED: Ward 1

SUBJECT: Consideration and action on a Request from Ralben, Inc. d/b/a Cadillac Jack's, located at 1507 S. Main Street, for a redefinition of premises for their Class TAPS (Tavern, All Types of Alcohol, Packaged and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Request be approved contingent upon all outdoor music ceasing at 10:00 p.m.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses

BACKGROUND: Ralben, Inc. (Applicant), located at 1507 S. Main Street, was approved for a redefinition of premises on December 9, 2019, for their expanded outdoor patio. Applicant is now requesting an additional redefinition of premises for their Class TAPS (Tavern, All Types of Alcohol, Packaged and Sunday Sales) liquor license. The Applicant plans to convert an exterior building, which is adjacent to the current outdoor patio, into a full-service area to reduce traffic at the main bar and provide a closer option for guests to place their orders.

The Applicant appeared before the Liquor Commission on June 14, 2022, where the Commission voted to positively recommend approval of the redefinition of premises contingent upon all outdoor live music must cease at 10:00 p.m. All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on June 5, 2022, a public notice was published in *The Pantagraph*. Ten notices were mailed to properties adjacent to the applicant property.

FINANCIAL IMPACT: The current annual license fee for a Class TAPS liquor license is \$3,300, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 132. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: ED.1 Ensure a broad range of employment opportunities for all residents. ED 1.1 Focus on retention and expansion of existing businesses.

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 2B Redefinition of Premises Request_Cadillac Jacks](#)

[CLK 2C DRAFT 06-14-2022 Liquor Commission - Regular Session Minutes_Ralben Inc.](#)

July 1, 2022

City Clerk Requirement Verification Memo

To: City Council Review

Re: Legal Name: Ralben, Inc.

D/B/A Name: Cadillac Jacks

Dear Reviewer,

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Letter of Request
- Site Plans that Detail the Requested Expansion

The required documents below were previously on file.

- Articles of Incorporation/Organization
- Certificate of Good Standing with the State of Illinois
- A Lease between William Bentley and Ralben, Inc. for the term 12/10/2021 to 12/10/2026
- Certificate of Liability Insurance (DRAM Shop) – 02/21/2022 02/21/2023
- Liquor Bond in the amount of \$2,000 – 12/17/2021 to 12/17/2022
- Bloomington/Normal Food and Beverage Tax Registration Form
- Bloomington/Normal Packaged Liquor Tax Registration Form

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Respectfully,

Amanda Stutsman
Deputy City Clerk

Ralben Inc
Dbal/ CADILLAC JACKS
1507 s main street
Bloomington il 61701

To: City Of Bloomington liquor commissioner.

Subject: addition of an outside beer Garden service center.

As president of Ralben Inc. Inc. DBA Cadillac Jacks located at 1507 S. Main St. In Bloomington Illinois I am requesting additional space to expand for seasonal Business, as this would be a service area for our already existing outside patio area

As we have been evolving through the changes that COVID-19 has impacted on businesses especially the restaurant industry the Majority of people or more comfortable in an environment that is more spread out and not so congested. We are requesting that our current building that is used for storage to be transformed into a full-service area This building is currently already encompassed by our outside beer garden. during the summer months weather permitting customers will have the opportunity to walk a shorter distance for quicker service and they will not have to travel as far inside to get served. Also, along with the convenience of the consumer not having to travel as far for service our way staff and I will be able to utilize a new service area for less travel time to the main service counter they will now be able to utilize the new expansion area. This will greatly cut down on the foot traffic that consumers have to travel to get service from the main counter and will also lessen the congestion inside the main facility

The consensus we have gotten back from customers is today's new normality is they would much rather sit outside of a building on a patio to enjoy their lunch or dinner instead of being confined to a interior space

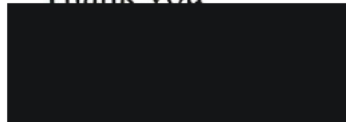
This requested space could be considered as a outside beer Garden service counter.

We are merely trying to allow our customers to feel more comfortable while dining in outside space While providing them with faster service As well we are adding two additional ADA approved restrooms For additional convenience.

Our plan review has been reviewed and permit has been issued for the work to be done.

We are requesting the liquor commission board to approve my new plans on expanding our service area before we begin construction.

Thank you



Bill Bentley

President/Ralben inc

Item 4.A. Consideration and action to approve the Minutes of the May 10, 2022, Regular Liquor Commission Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Regular Agenda

The following item was presented:

All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

The following item was presented:

Item 5.A. Continued Sanctions Review Hearing on Violation #2022-014 issued to Violation Citation of Bill Hill, Inc. d/b/a Maguire's, located at 220 N. Center St., for Violating Section 37(e)(12) of Chapter 6 of the Bloomington City Code relating to past due food and beverage taxes, as requested by the Legal Department.

George Boyle, Asst. Corporation Counsel, provided a brief overview of the citation's status and noted that staff and the establishment were in the middle of an agreement. He then requested the item was tabled until the July 12, 2022, regularly scheduled Liquor Commission meeting.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to table until the July 12, 2022, regularly scheduled Liquor Commission meeting.

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

AYES: Mwilambwe, Meister

Motion carried.

The following item was presented:

Item 5.B. Public Hearing and action on a Request from Ralben, Inc. d/b/a Cadillac Jack's, located at 1507 S. Main Street, for a redefinition of premises for their Class TAPS (Tavern, All Types of Alcohol, Packaged and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the public hearing at 4:07 p.m.

William Bentley, Owner of Cadillac Jacks, after being sworn, addressed the Commission. He explained his intent to convert an existing 25' x 40' structure, which was within the currently fenced outdoor area, that was currently used for storage into a seasonal rentable space. He stated that the structure was approximately 5 feet from the primary building and located within the currently fenced in beer garden. He stated that it would include bathrooms and a full bar. Mr. Bentley stated the additional service area would provide better service to costumers.

Commissioner Meister confirmed with Mr. Bentley that the structure would have bathrooms and a full bar. She then asked the hours of operation for the bar within the converted structure. Mr. Bentley stated that it would be operational during the business's peak times, weekends, or when rented.

Commissioner Meister asked if staff would be BASSET trained. Mr. Bentley stated all staff would be trained.

Commissioner Meister asked if there would be live music in the event space. Mr. Bentley stated that the facility would not have live music. He added that it would not be large enough, and that it would only hold 4 to 5 tables, and a dart machine.

Commissioner Meister had no further questions.

George Boyle, Asst. Corporation Counsel, asked the additional capacity of the structure. Mr. Bentley stated that he had not received a final occupancy but, that the structure was 20' x 40' and he believed would have an approximate capacity of 20.

Chris McAllister, Building Official, confirmed minimal occupancy and believed it would be approximately 25. Mr. Bentley confirmed the capacity was 25 after reviewing the site plans.

Mr. McAllister noted that the structure was under construction at that time and that it still needed a final inspection for occupancy. Mr. Bentley reported that construction was paused while he awaited liquor approval.

Commissioner Mwilambwe asked if there was anyone present to speak for or against the application.

Kent Walker, Resident of 1614 S. Center St., after being sworn, addressed the Commission. He noted that he lived directly behind business. He then expressed concern with crowd noise of the live bands and that said bands continued to perform after 10:00 p.m. Mr. Walker stated he attended the meeting to better understand the request as he was worried that the additional expansion included an increased beer garden and stage. He stated that Mr. Bentley deserved the right to run his business as he saw fit and noted that Mr. Bentley did install a wall last year which lessened the crowd noise but, it did not help with band noise. Mr. Walker explained that he worked mornings and the late-night bands were a nuisance. He stated that he wanted to be a good neighbor and knew Bentley did as well.

Commissioner Mwilambwe asked Mr. Bentley to respond to Mr. Walker's comments and concerns.

Mr. Bentley stated he had installed a 15-foot wall as an effort to reduce noise. He confirmed that there was no expansion of outdoor area. He noted that he had. Mr. Bentley reported that Cadillac Jacks had been in business for over 30 years and that he had lived behind the establishment for 25 years and therefore understood the neighbors' concerns. He admitted that bands can run past 10:00 p.m., but that if neighbors called in a complaint, staff instantly tried to address it. He added that, recently, a rowdier crowd was present at night, and that they were lingering in the parking lot listening to their radios loudly. He assured the Commission that he does not condone that behavior and had employed one of Bloomington's Police officers to patrol the parking lot to combat the behavior. Mr. Bentley stated that he had spoken with Mr. Walker in the past and while he continued to try to work with the neighbors, he explained that he needed to run a business as well. He added that while they have performances inside Cadillac Jacks, he wanted to take advantage of the outside area as well, which originally prompted the installation of the sound curtains. He restated that the outside area would not increase, and that he would continue the efforts to reduce the outside noise with the aid of the Bloomington Police Department.

Commissioner Mwilambwe asked Mr. Bentley if he planned for music in the additional structure. Mr. Bentley stated that it would be an enclosed area, and that there is no room for live music.

Mr. Boyle asked if Cadillac Jacks had a 10:00 p.m. condition on their license for live music. Mr. Bentley stated that he believed there was a condition for either 10:00 p.m. or 10:30 p.m. Mr. Bentley added that over the past weekend, they had received a complaint around 10:30 p.m. or 10:45 p.m., and staff instantly shut down the live music.

Mr. Boyle informed Mr. Walker that if the noise condition was violated regularly, the neighbors should report it to the Commission.

Mr. Boyle noted that the subject of today's hearing was the additional structure. He then asked Mr. Bentley to confirm that the building would hold 25 people and that no live music would be played. Mr. Bentley responded affirmatively.

Commissioner Mwilambwe asked Mr. Bentley if the Commission had his commitment to continue to work with his neighbors. Mr. Bentley confirmed.

Commissioner Mwilambwe asked Mr. Walker if the neighbors felt that there was open communication with Mr. Bentley and that their concerns were addressed. Mr. Walker noted an instance where bands played until 1:00 a.m., however he agreed that Mr. Bentley tried to work with them. He reiterated his concerns with the live band noise.

Mr. Bentley stated that he would provide a copy of the plans to Mr. Walker.

Mr. Boyle reminded Mr. Bentley that if live bands played until 1:00 a.m., they were well past the condition on the license.

Commissioner Mwilambwe closed the public hearing at 4:22 p.m.

Commissioner Meister motioned, seconded by Commissioner Mwilambwe, to send the application with a positive recommendation to Council contingent upon Cadillac Jacks abiding by the 10:00 p.m. noise ordinance.

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

AYES: Mwilambwe, Meister

Motion carried.

The following item was presented:

Item 5.C. Consideration and action on an Application from Keldon, Inc., d/b/a Times Past Inn, located at 1216 Towanda Ave., requesting an approval of a change of ownership for their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the Public Hearing at 4:23 p.m.

Julia Davis, Legal Representative for Jeffery Patterson, Applicant Buyer, and Arthur Donaldson, Current Owner, after being sworn, addressed the Commission separately.

Mrs. Davis explained that the item was a 100% stock transfer of ownership from Mr. Donaldson and his spouse to Mr. Patterson, her client. She stated that most of the application documents were on file since Times Past Inn held an existing liquor license.



REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: July 11, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Clarifying the Fees for the Agreements with PFM Asset Management and Busey Wealth Management for Investment Advisory Services, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: City Council approved the engagement of two investment advisors on September 13, 2021, agenda item 7.E. Based on placing assets of approximately \$50 million, the annual advisory fees were estimated to be approximately \$62,500. The memo limited the annual fees to \$70,000. Given the fee structures approved are based on the values of the portfolios, fees will increase as the investment portfolios increase in value. Therefore, this restriction will create limitations related to growth, potentially requiring a liquidation of holdings as the portfolio values increase. This limitation also restricts the further utilization of the engagements for additional cash placement. To address this concern, this Resolution removes the \$70,000 not to exceed limitation and simply limits the fees to the rates outlined in the agreements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

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

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

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:

[FIN 2B Investment Fee Resolution](#)

RESOLUTION NO. 2022 - _____

**A RESOLUTION CLARIFYING THE FEES FOR THE AGREEMENTS WITH PFM ASSET
MANAGEMENT AND BUSEY WEALTH MANAGEMENT FOR INVESTMENT ADVISORY SERVICES**

WHEREAS, the City of Bloomington is a Home Rule Unit of local government with authority to legislate in matters concerning its local government and affairs; and

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

WHEREAS, pursuant to Resolution 2021-32, the City Council waived the formal bidding requirements to approve agreements with PFM Asset Management and Busey Wealth Management for investment advisory services; and

WHEREAS, Resolution 2021-32, and the corresponding Council Memo, referenced the fees for the investment services would not exceed \$70,000.00; and

WHEREAS, the City has the opportunity to invest additional funds and the market may provide results to that City that would have a corresponding impact on the fees paid, which may exceed \$70,000.00; and

WHEREAS, the City Council desires to adopt this resolution to clarify that the agreements approved in Resolution 2021-32 shall not be limited to the \$70,000.00 maximum fee reference.

NOW, THEREFORE, BE IT ORDAINED/RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois: That the recitals set forth above are incorporated herein, and the fees for the agreements previously approved with PFM Asset Management and Busey Wealth Management shall be limited only to the annual fee rates set forth in the agreements. Resolution 2021-32 shall be amended to remove references to the \$70,000.00 fee cap in accordance with this Resolution.

PASSED this 11th day of July 2022.

APPROVED this _____ day of July 2022.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



REGULAR AGENDA ITEM NO. 8.B

FOR COUNCIL: July 11, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Approving a Temporary Parking Debt Amnesty Program, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City has a responsibility to its residents to enforce the ordinances that have been put in place. These ordinances are intended to protect the rights and property of residents and provide for the orderly functioning of the community. Specifically, parking enforcement is expected by the community, related to the orderly management of that activity; handicap zones, loading zones, etc. The issuance of citations, and the subsequent actions to collect on those provides the mechanism for enforcement.

The collections of parking citation debt has proven difficult over the years with approximately \$284,000 currently 90 days past due; +\$220K of that being associated with citations from calendar year 2020 and prior. At the March 28, 2022 Council meeting, a clarification of the City Code was approved that will enable the City to more fully utilize the State's Local Debt Recovery Program, commonly known as IDROP, related to the collection of these debts. While the City recognizes the importance of enforcing its ordinances, the City would like to provide residents an opportunity to settle their debt directly with the City prior to the utilization of this program. This opportunity would take the form of a temporary amnesty program whereby half of the debt would be forgiven. In addition, the City will take a portion of the proceeds and allocate them to a local school needs-related program = the Back to School Alliance. This presents a win for the resident, City and the community.

Amnesty Program Parameters:

1. Eligible Parking Citation Debt: Debt which is 90 days past due
2. Debt Forgiveness: 50% of eligible debt
3. Program Effective Dates: July 15 through August 15
4. Payments must be paid by calling or visiting the City Customer Service Hub:
 1. Address: 115 E. Washington St., Suite 103
 2. Phone: (309) 434-2329

Adjusting for collection agency and other late fees, the City will retain approximately \$4 of the original \$10 citation amount - after providing \$2 to the Back 2 School Alliance: back2schoolalliance.org. The Back 2 School Alliance is a non-profit organization that helps

prepare children for school and, among other things, promotes awareness of available resources to families within the community that support health, education and social services.

There are approximately 7,000 citations that are outstanding.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Parking Citation revenue is only recorded once received; there will be no write off of debts owed if approved. If approved, the City hopes to receive revenues that may have otherwise gone uncollected. The revenue for parking citations are recorded in the Parking Operations-Parking Violations account (10015490-55010). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 283.

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

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:

[FIN 1B Ordinance_2022 Parking Debt Amnesty Program](#)

ORDINANCE NO. 2022 - _____

**AN ORDINANCE ESTABLISHING A TEMPORARY
PARKING DEBT AMNESTY PROGRAM FOR THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington is a home rule unit of local government, empowered under Article VII, Section 6 of the Constitution of the State of Illinois to legislate in matters pertaining to its own government and affairs; and

WHEREAS, the City of Bloomington currently has approximately \$284,000 in parking citation debt that is more than 90 days past due; and

WHEREAS, more than \$220,000 of the parking debt is associated with citations from 2020 and prior; and

WHEREAS, before engaging in more stringent collection of the City's parking debt, the City Council desires to offer a temporary amnesty program where individuals can settle their outstanding fines for a fraction of the citation; and

WHEREAS, to encourage participation and to address a community need associated with preparing children in the community for school, a portion of the proceeds collected under the program will also go to a non-profit, the Back 2 School Alliance, whose mission is to, among other things, promote awareness of available resources to families in our community who support health, education and social service organizations and government initiatives.

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

SECTION 1. The above recitals are incorporated into this ordinance as though specifically set forth herein

SECTION 2. The 2022 Temporary Parking Debt Amnesty Program ("Program") is hereby created as follows:

- A. Any debt associated with a City of Bloomington parking citation that is 90 days past due shall be forgiven upon payment of 50% of said debt to the City.
- B. All parking debt payments under the Program must be made to the City's customer service HUB either by: (i) phone at (309) 434-2329; or (ii) mailing or directly paying in person at 115 E. Washington Street, Suite 103 in the Government Center.
- C. The 2022 Temporary Parking Debt Amnesty Program shall be effective between July 15, 2022, and August 15, 2022. Any payments received that are postmarked August 15, 2022, or earlier, shall be considered eligible for the Program.
- D. To promote the general welfare of the community, the City will provide \$2.00 of every citation payment received under the Program to the Back 2 School Alliance

in an effort to get children registered and prepared for the beginning of the school year.

SECTION 3. The City Manager, or his designee, is authorized to take any and all actions necessary to effectuate the 2022 Temporary Parking Debt Amnesty Program and is hereby specifically authorized to settle any and all parking citations as set forth in this Ordinance.

SECTION 4. To the extent this Ordinance conflicts with the provisions of any other ordinance of the City or the City Code, the provisions of this Ordinance shall govern.

SECTION 5. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 6. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

SECTION 8. 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 9. This Ordinance shall take effect after its approval and publication as required by law.

PASSED this 11th day of July 2022.

APPROVED this ____ day of July 2022.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



REGULAR AGENDA ITEM NO. 8.C

FOR COUNCIL: July 11, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Local 362 Inspectors Labor Contract, as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Agreement 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: On March 25, 2022, Local 362 Laborers International Union representing the Inspectors and City staff began negotiating the terms of a collective bargaining agreement to replace the agreement that expired on April 30, 2022. The expired agreement can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. After several meetings the parties agreed to the terms of the new contract and a Tentative Agreement was signed on June 22, 2022. Highlights from the Tentative Agreement include:

- *Wages/Term": The parties agreed to a three (3) year contract term. In the first year of the contract, employees will receive an across the board increase retroactive back to May 1, 2022 of 3%. The across the board increase in the second year of the contract is effective May 1, 2023 at 3% and the third year of the contract is effective May 1, 2024 at 3%.
- Addition of salary steps at 1 year, 2 years and 3 years with an 1.5% differential between steps.
- Addition of A, B and C pay bands for each position to allow new hires to be paid at a high band based on their training and experience. Existing employees can be promoted to one of these levels with an exceeds expectation on their evaluation which will include training and experience, teamwork, workload and attendance.
- Incorporate the core certifications into the entry level wage and eliminate all new pay for non-core certification. Those employees currently being paid for all non-core certifications will continue to be eligible for this lump sum pay, however it will not be calculated into the employee's longevity pay.
- Update the date for eligibility for Longevity percentage versus a lump sum payment to June 20, 2022. The calculation of base for all longevity will be from the third-year step. The 25 and 30 year longevity steps will be eliminated.
- Modify the Inspector III- Multi-Discipline to an Inspector IV-Multi-Discipline.
- Employees will receive annual performance evaluations.
- Agreed to update the call-in list every 3 months and if employees are working in a higher classification the employee will be paid at the higher pay rate.
- Increase Safety Equipment allowance to \$450 annually.

- Modify the employer/employee contribution for Health Insurance from 80% for single and 73% for dependent to the standard 75% for all coverage tiers.
- Establish a joint Labor Management Committee.
- Remove the Drug and Alcohol testing language from the contract and replace with language in the Employee Handbook.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The financial impact of the across the board increase of 3% and the new steps added in 2022 will be approximately \$57,000. The additional cost of the 3% increase over the prior years increase will be approximately \$29,500 in 2023 and \$30,500 in 2024.

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

Respectfully submitted for consideration.

Prepared by: Angie Brown, Assistant Human Resources Manager



REGULAR AGENDA ITEM NO. 8.D

FOR COUNCIL: July 11, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Local 362 Support Staff Contract, as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Contract 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: On April 4, 2022, Local 362 Laborers International Union representing the Support Staff and City staff began negotiating the terms of a collective bargaining agreement to replace the agreement that expired on April 30, 2022. The expired agreement can be located at <https://www.cityblm.org> under Human Resources in a folder titled Labor Contracts. After several meetings the parties agreed to the terms of the new contract and a Tentative Agreement was signed on June 22, 2022. Highlights from the Tentative Agreement include:

- "Wages/Term": The parties agreed to a three (3) year contract term. In the first year of the contract, employees will receive an across the board increase retroactive back to May 1, 2022 of 3%. The across the board increase in the second year of the contract is effective May 1, 2023 at 3% and the third year of the contract is effective May 1, 2024 at 3%.
- Addition of salary steps at 1 year, 2 years and 3 years with an 1.5% differential between steps.
- Addition of A, B and C pay bands for each position to allow new hires to be paid at a high band based on their training and experience. Existing employees can be promoted to one of these levels with an "exceeds expectation" on their evaluation which will include training and experience, teamwork, workload and attendance.
- Update the date for eligibility for Longevity percentage versus a lump sum payment to May 1, 2022. The calculation of base for all longevity will be from the third-year step. The 25 and 30 year longevity steps will be eliminated.
- Memorialize the ability for Support Staff employees to bank up to 20 hours of comp time.
- Employees will receive annual performance evaluations.
- Remove the Drug and Alcohol testing language from the contract and replace with language in the Employee Handbook.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The financial impact of the across the board increase of 3% and the new steps added in 2022 will be approximately \$64,000. The additional cost of the 3% increase over the prior years increase will be approximately \$34,000 in 2023 and \$35,000 in 2024.

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

Respectfully submitted for consideration.

Prepared by: Angie Brown, Assistant Human Resources Manager



REGULAR AGENDA ITEM NO. 8.E

FOR COUNCIL: July 11, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of Redistricting Map Options proposed by staff and residents, as requested by the City Clerk Department and the Administration Department.

RECOMMENDED MOTION: None; presentation only.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Resolution 2022-09 was approved on March 28, 2022 and later amended via Resolution 2022-22 on June 13, 2022. Together both Resolutions set forth a policy and process on the upcoming reconfiguration of the City's nine wards in light of population differentiations highlighted by the 2020 census. Resolution 2022-22 extended the submission deadline to allow residents more time to submit map proposals. The law requires that wards be near and equal in population with as compact and contiguous territory as practicable. Pursuant to the "one person one vote" principle, there should not be more than a 10% disparity in population amongst the wards. The 2020 census data shows deviations exceeding 10% in two wards, meaning that the City needs to approve a new ward map to make the wards as nearly as equal in population as possible. Initial data shows a balanced ward would contain approximately 8,742 people. Based on the new census data, Ward 7 only has 7,711 people (an 11.79% deviation) and Ward 8 has approximately 10,973 people (a 25.52% deviation).

Although only two wards have more than a 10% deviation, it is anticipated the boundaries of several wards will need to be modified to achieve balance. The next municipal election is April 4, 2023, and candidates for municipal office can begin circulating petitions around August 30, 2022. Accordingly, Council should ideally have a new ward map adopted prior to the start of petition circulation.

City staff have worked to develop new proposed ward maps using GIS redistricting software. This software allows staff to create maps taking into consideration all the legally required factors of compactness, contiguousness, and population deviation. Detailed information regarding the redistricting process, as well as staff's proposed maps, were made available on the City's website to allow residents the opportunity to also draft and propose additional map options. The deadline for resident map submissions was June 30, 2022. One map was received and was provided to Council on July 1, 2022 to be added to their consideration.

In an effort of additional transparency, all the proposed maps, both those drafted by staff

and by the one resident, are attached and are formally being presented to Council and the public via this memo. A formal discussion of the redistricting maps will take place at the July 17, 2022 Committee of the Whole meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Information on redistricting has been made available on the City's website. Residents were encouraged to create and propose map options. Redistricting Resolutions appeared on two prior Council agendas: March 28, 2022 and June 13, 2022.

FINANCIAL IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:

[CLK 2B Proposed Redistricting STAFF Plan 1](#)
[CLK 2C Proposed Redistricting STAFF Plan 2](#)
[CLK 2D Proposed Redistricting STAFF Plan 3](#)
[CLK 2E Proposed Redistricting STAFF Plan 4](#)
[CLK 2F Proposed Redistricting PUBLIC Plan 1](#)
[CLK 2G Res. No. 2022-22](#)

Proposed Ward Redistricting Plan 1 (Minimal Moves)

Legend

-  Council Member Precinct
-  Precincts
- Ward (population)

 Ward 1 (8,284)

 Ward 2 (8,947)

 Ward 3 (9,223)

 Ward 4 (8,211)

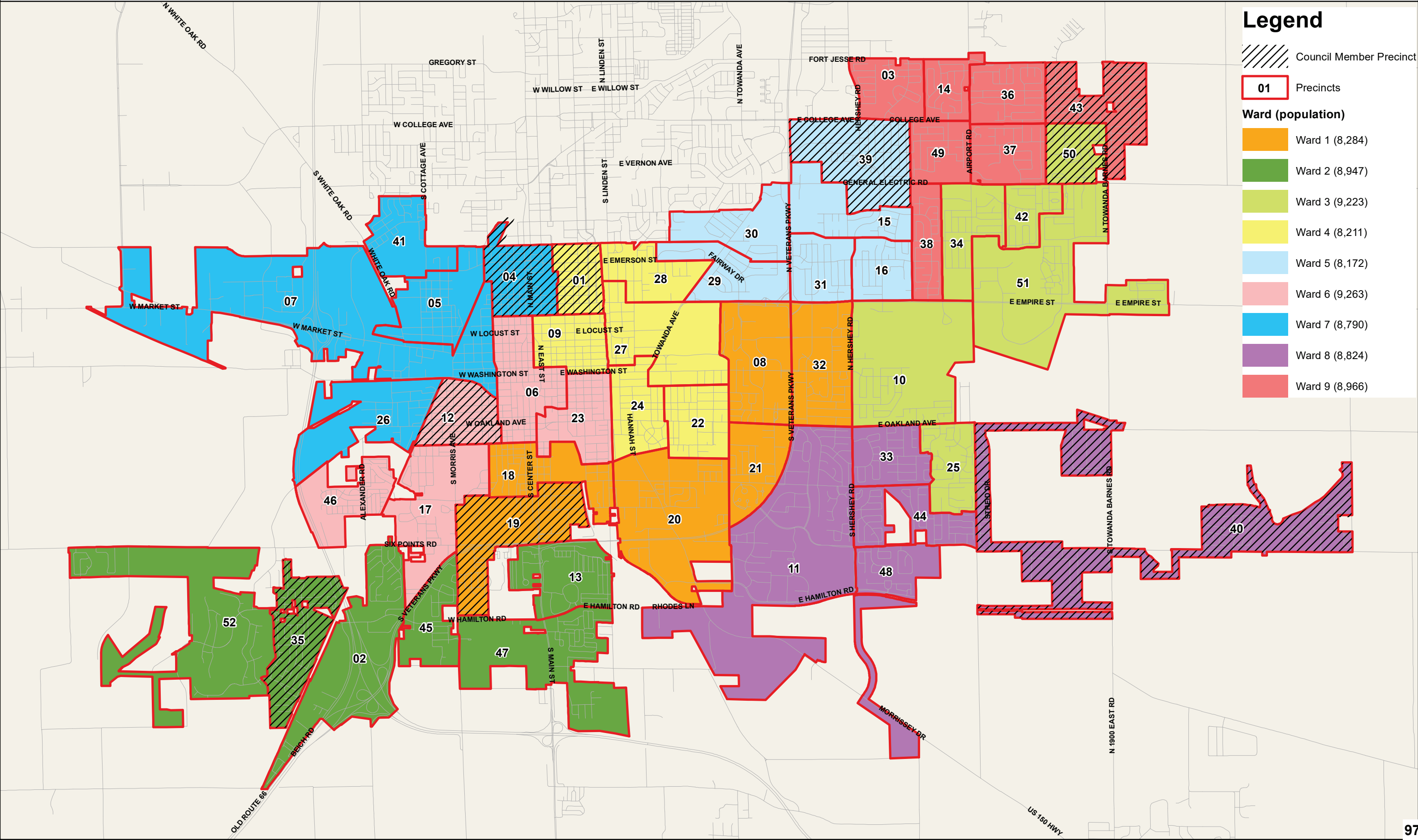
 Ward 5 (8,172)

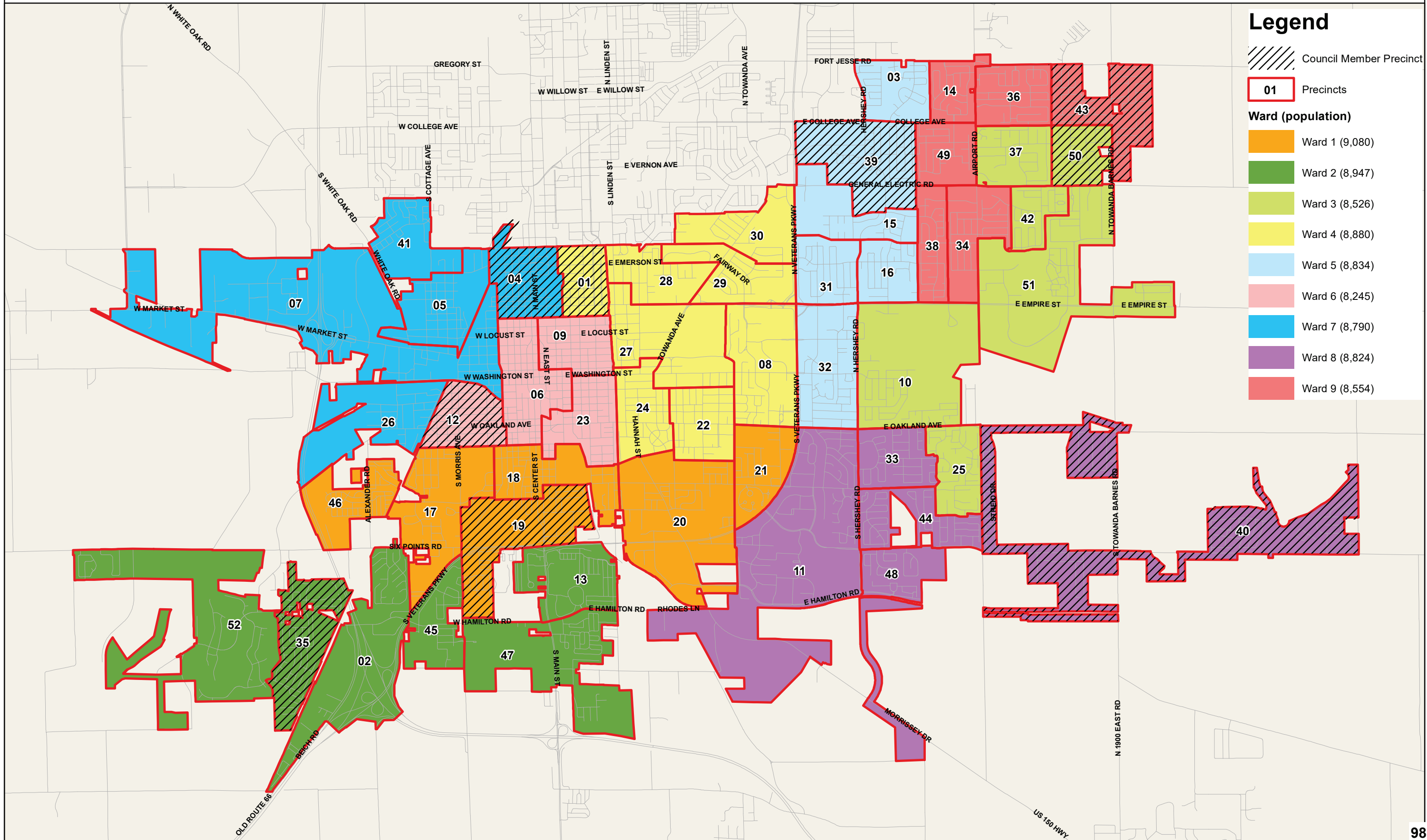
 Ward 6 (9,263)

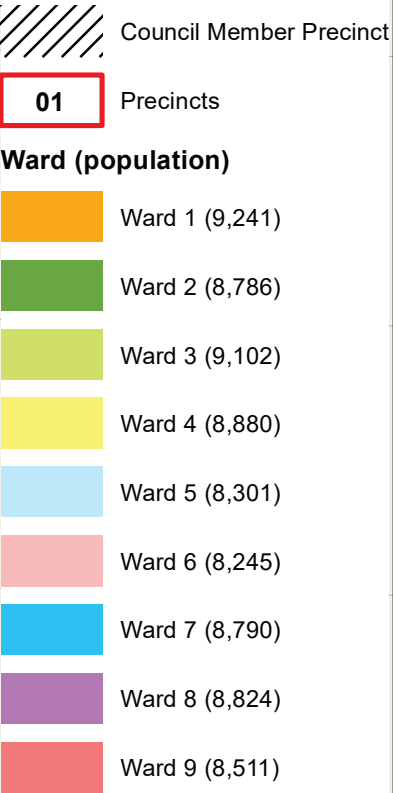
 Ward 7 (8,790)

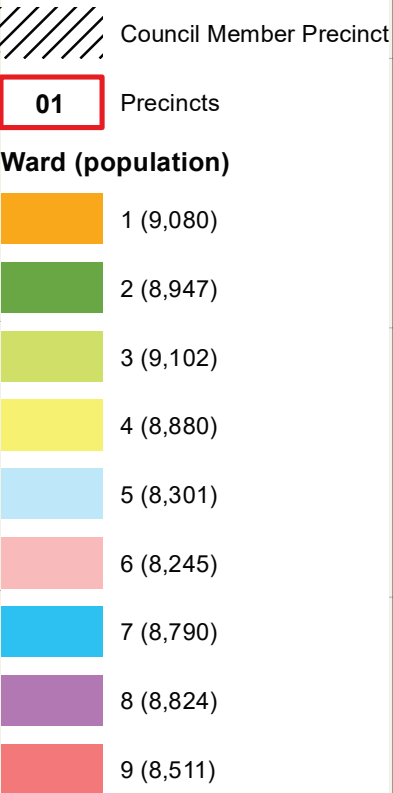
 Ward 8 (8,824)

 Ward 9 (8,966)

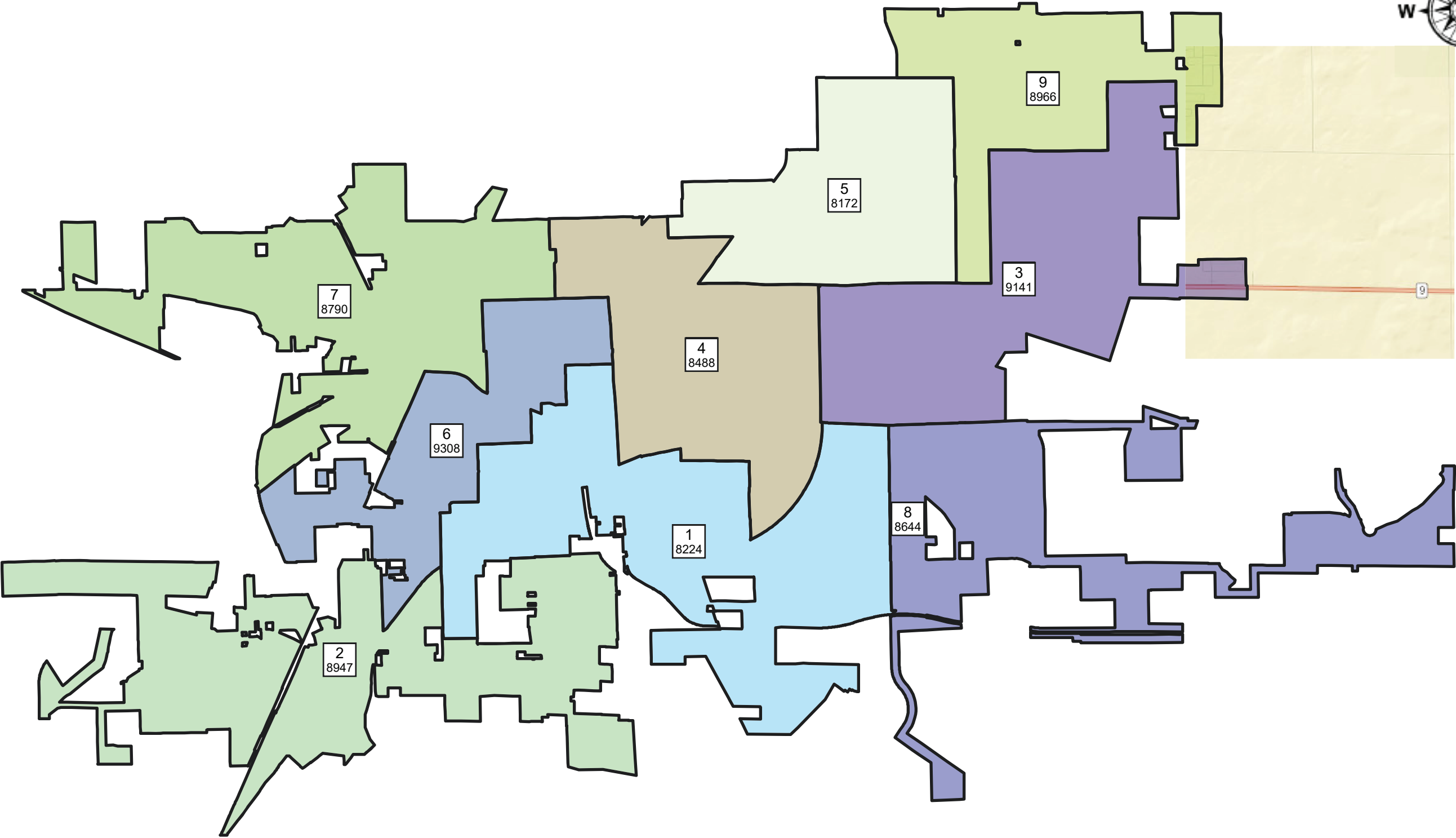








Public Plan 1



RESOLUTION NO. 2022 - 22

A RESOLUTION AMENDING RESOLUTION 2022-09 REGARDING REDISTRICTING

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

WHEREAS, the law requires wards to be as nearly and equal in population as possible; and

WHEREAS, the form of government adopted by the City provides for nine (9) council members to be elected from nine (9) different wards; and

WHEREAS, the City has recently received revised census figures for the entire City; and

WHEREAS, the City Council approved Resolution 2022-09, a Resolution Approving a Policy Relative to Redistricting, on March 28, 2022; and

WHEREAS, the City Council desires to amend Resolution 2022-09 to extend the time for the public to review and provide alternate map options and the City Council's consideration of proposed ward maps.

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

Section 1. Recitals. The above recitals are incorporated into this Section 1 as if fully stated herein.

Section 2. Amendment. Section 2 of Resolution 22-09 shall be amended by replacing subsections H, I and J in their entireties as follows:

- H. The City staff shall make available on the City's website information showing precincts and populations so that residents may formulate their own potential options for redistricting. Any resident desiring to submit a proposed new ward map must submit it in writing. The submissions shall be easily duplicable. Any such options must be submitted on or before June 30, 2022, to the City Clerk
- I. The City Manager shall schedule a time for City Council to study, consider, and provide direction on the various map options presented by staff, as well as those submitted by residents, at the City Council meeting on July 11, 2022.
- J. Unless the City Council directs otherwise, the City Manager shall place an ordinance amending the districts on the agenda for the regular meeting on July 25, 2022.

Section 3. Effective Date. This Resolution shall be in full force and effect upon the passage and approval.

PASSED this 13th day of June 2022.

APPROVED this 14th day of June 2022.

CITY OF BLOOMINGTON

Mboka M. [Signature], Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

