



**CITY OF
BLOOMINGTON
COUNCIL MEETING
MAY 24, 2021**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, MAY 24, 2021, 6:00 P.M.

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

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

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

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

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. COVID-19 Update by City Manager
6. Recognition/Appointments
7. Public Comment

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

8. Consent Agenda

Clerk-led Roll Call Vote

- A. Consideration and action to approve the Minutes of the April 19, 2021 Special City Council Meeting, as requested by the City Clerk Department.
(Recommended Motion: The proposed Minutes be approved.)

- B. Consideration and action to approve the Minutes of the April 26, 2021 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- C. Consideration and action to approve Bills and Payroll in the amount of \$10,435,839.35, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- D. Consideration and action to approve Appointments and Reappointment to the John M. Scott Commission, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments and Reappointment be approved.)*
- E. Consideration and action to approve Updates to the John M. Scott Health Care Commission's By-Laws, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Bylaw Revisions and Updates be approved.)*
- F. Consideration and action to approve the Purchase of Neptune Water Meters and related accessories from Ferguson Enterprises, as a limited source, for the FY 2022 Water Meter Installation Program, in the amount not to exceed \$1,000,000, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*
- G. Consideration and action to approve the Annual Maintenance and Support Payment in the amount of \$134,621.56 with Tyler Technologies, as a limited source, for the computer-aided dispatch solution used by the Police and Fire Departments, as requested by the Information Technology Department and the Police Department. *(Recommended Motion: The proposed Payment be approved.)*
- H. Consideration and action to approve the 2021 Supportive Housing Program/Continuum of Care Grant Agreements (IL0283L5T122012, IL0289L5T122013, IL0288L5T122013), in the amount of \$260,963 with the US Department of Housing and Urban Development, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Agreements be approved.)*
- I. Consideration and action to approve a three-year Agreement for the Annual Maintenance and Support Payment in the amount of \$69,237.50 with Active Network, for the Recreation, Registration and Payment Management Solution used by the Parks and Recreation Department, as requested by the Information Technology Department and the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Agreement be approved.)*
- J. Consideration and action to approve a three (3) year Intergovernmental Agreement between the Town of Normal, the County of McLean, the McLean County Soil and Water Conservation District, and the City of Bloomington regarding the Funding of a Soil Conservationist through the McLean County Soil and Water Conservation District, in the amount of \$70,000 for year one (1) of the agreement and \$90,000 for years two (2) and three (3) of the agreement, as requested by the Public Works Department. *(Recommended Motion: The proposed Intergovernmental Agreement be approved.)*

- K. Consideration and action on a Resolution to Approve Additional Expenditures for Veterinary Services and Amend the Agreement Between the City of Bloomington and The Board of Trustees of the University of Illinois for Veterinary Services, as requested by the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Resolution and Amendment be approved.)*
- L. Consideration and action on an Ordinance Approving a First Amendment to the Memorandum of Understanding II Between the City of Bloomington and Illinois Wesleyan University to Support the Marketing and Redevelopment of the Properties in the 800 Block of North Main Street and Authorizing Execution of the Related Listing Agreement Extension, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- M. Consideration and action on an Ordinance Approving a Lease Extension Agreement between the City of Bloomington and the United States Postal Service for the Postal Substation located at 400 N. Center Street in the Market Street Parking Garage, as requested by the Facilities Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- N. Consideration and action on an Ordinance Approving a Zoning Map Amendment from B-2, Local Commercial District, to M-2, General Manufacturing District, for the Property Located at 1300 W. Washington Street, 1.23 Acres More or Less, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- O. Consideration and action on an Ordinance Approving a Special Use Permit for Chicken-keeping in the R-1C Single-Family Residence District, for the Property Located at 1612 W. Locust Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- P. Consideration and action on an Ordinance Approving a Zoning Map Amendment from B-1, General Commercial District, to M-1, Restricted Manufacturing District, for the Property Located at 2441 S. Main Street, 6.00 Acres More or Less, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- Q. Consideration and action on an Ordinance Amending Chapter 16 of the City Code to Add Provisions on the City's Entertainment Facility Contracts and Agreements, as requested by the Legal Department and the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- R. Consideration and action on the Request from Miller Park Zoological Society, whose event will be held at the Miller Park Zoo, located at 1020 S. Morris Avenue, on June 11 and 12, 2021, for a Class LB (Limited/Beer and Wine) Liquor License, and further requesting an Ordinance Suspending Provisions of the City Code Prohibiting the Sale or Possession of Alcohol in Parks at the Zoo During the Event, as requested by the City Clerk Department. *(Recommended Motion: The proposed License and Ordinance be approved.)*

- S. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lots 23 & 25 in Block 3 in Camp Kickapoo, from Joel K. and Constance R. Banks, to the petitioner, Jeffrey J. and Susan E. Roloff, as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Transfer and Supplemental Agreement be approved.)*

9. Public Hearing

- A. Public Hearing for the 2021 Annual Action Plan, as requested by the Economic & Community Development Department. *(Recommended Motion: None; presentation and public comment only.) (Presentation by Jennifer Toney, Grants Coordinator, 15 minutes; and City Council discussion, 10 minutes.)*

10. Regular Agenda

Clerk-led Roll Call Vote

- A. Consideration and action to approve an Agreement with Rowe Construction - A Division of United Contractors Midwest, for the FY 2022 General Resurfacing Program, in the amount of \$5,129,185.05, as requested by the Public Works Department. *(Recommended Motion: The technical bidding requirements be waived and the proposed Agreement be approved.) (Presentation by Tim Gleason, City Manager; Kevin Kothe, Public Works Director, 5 minutes; and City Council discussion, 5 minutes.)*
- B. Consideration and action on an Ordinance Authorizing a Lease Agreement Between the City of Bloomington and the Bloomington-Normal Area Convention & Visitors Bureau for the Lease Space at the Arena, as requested by the Administration Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*
- C. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department. *(Recommended Motion: No modifications recommended at this time.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*

11. Finance Director's Report

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

12. City Manager's Discussion

13. Mayor's Discussion

14. Council Member's Discussion

15. Executive Session - Cite Section

Clerk-led Roll Call Vote

16. Adjournment

Voice Vote

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: May 24, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the April 19, 2021 Special City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

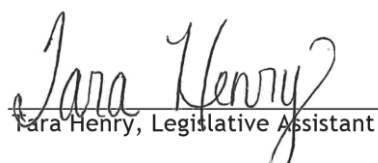
Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Deputy Clerk

Reviewed by:


Leslie Yocum, City Clerk

5/20/2021


Tara Henry, Legislative Assistant

5/21/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- CLK 2B DRAFT 04-19-2021 Special Council Meeting Minutes



**MINUTES
SPECIAL SESSION CITY COUNCIL MEETING
MONDAY, APRIL 19, 2021, 5:15 P.M.**

This meeting was conducted under Governor Pritzker's Executive Order 2020-07 §6, which was reissued and extended by Executive Order 2021-06. The Order, implemented in response to COVID-19, suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.

The City Council convened in Special Session virtually via Zoom conferencing with Mayor Tari Renner, the City Manager, Tim Gleason, and City Clerk, Leslie Yocum, in-person in City Hall's Council Chambers at 5:15 p.m., Monday, April 19, 2021. The meeting was called to order by Mayor Tari Renner.

Roll Call

Attendee Name	Title	Status	Arrived
Tari Renner	Mayor	Present	
Jamie Mathy	Ward 1	Remote	
Donna Boelen	Ward 2	Remote	
Mboka Mwilambwe	Ward 3	Remote	
Julie Emig	Ward 4	Remote	
Joni Painter	Ward 5	Remote	
Jennifer Jazmin Carrillo	Ward 6	Remote	
Mollie Ward	Ward 7	Remote	
Jeff Crabill	Ward 8	Remote	
Kim Bray	Ward 9	Remote	

Public Comment

Mayor Renner opened the meeting for public comment and the following individuals provided in-person public comment: (1) De Urban; (2) Don Carlson; (3) Kimberly Theisen; (4) Scott Stimeling; (5) Zach Carlson; (6) Kelley Theisen; (7) Paula Leifel; (8) Jenee Clark; and (9) Leah Pinson. The following individuals registered to provide public comment but were not present in the meeting: (1) Krystle Able; (2) Alora Swick; (3) Zachary Gittrich; and (12) Trevin Gaffney. The following individuals provided in-person public comment: (1) Surena Fish; (2) Amanda Andres; (3) Carrie Handy; (4) Steve Suess; (5) Torii Moré; (6) Jordan Baker; (7) Gary Ayers; (8) Christena Spivey; (9) Paula Leifel; (10) Brenda Tallon; (11) Kristin Snow; and (12) Karen Bays.

Regular Agenda

The following item was presented:

Item 4.A. Discussion and possible action on a resolution addressing recent statements from Council Member Carrillo regarding collaboration on the City Council, a call for increased civil discourse and directing staff to draft a code of conduct for the City Council's future consideration, as requested by the City Council.

Council Member Mwilambwe read a draft resolution for consideration, which formally disagreed with recent comments made by Council Member Carrillo on social media. It called for increased civil discourse among Council and directed staff to draft a code of conduct for elected officials to consider, debate, and vote on at a future Council Meeting, no later than July 31, 2021.

Council Member Mwilambwe made a motion, seconded by Council Member Bray, to approve the Resolution.

Mayor Renner asked Council Member Carrillo if she would like to comment.

Council Member Carrillo asked for a brief moment of silence for named individuals who had been killed by police officers in Chicago, IL, and Minnesota and for those who remained nameless who were harmed or negatively affected by police, Immigration and Customs Enforcement (“ICE”), prisons, or other agents of the carceral state. She stated that while Bloomington had not had a high-profile use of force incident, data demonstrate that racism was present in the community. She claimed that black lives did not matter as much as white lives in Bloomington and claimed that because of that disproportionately higher rates of police interactions and incarceration were more prevalent amongst black residents.

Mayor Renner asked Council Member Carrillo to remain on topic.

Council Member Carrillo stated that remaining status quo was intolerable and cautioned that every day it was allowed to persist was a problem. She believed that Council Members-Elect Shelia Montney and Nick Becker believed in police authoritarianism and disagreed with their opinion to increase police budgets.

Council Member Bray called a point of order. Mayor Renner did not recognize the point of order as Council Member Carrillo was providing background on the reasoning for her comments.

Council Member Carrillo stated that Council Members-Elect Montney and Becker received donations from the police union and rejected police reform. She stood behind the comments she made on social media and explained that she believed Council Members-Elect Montney and Becker positions on the matter, whether intentional or unintentional, would negatively impact community members of color. Council Member Carrillo expressed that she used her platform on election night to make a recommitment to fight for those individuals and challenged those who were offended by her comments to reprioritize their own priorities. She went on to list ways that fellow Council Members had been complacent allowing discriminations against her to continue.

Council Member Emig disagreed with the comments made by Council Member Carrillo on social media and did not condone disparaging comments made against Council Member Carrillo. She did not support a formal code of conduct and preferred Council and staff to rather focus on other topics that better served residents. She reminded the community that their vote matters.

Council Member Crabill did not support the special meeting or Resolution. He expressed his belief that the meeting effectively attacked a young, queer, woman of color, and agreed with Council Member Carrillo’s statement that fellow Council Members had been complacent in discriminations against her.

Council Member Ward expressed support in the Resolution as she represented the

majority of her constituents who had expressed action being necessary. She stated that there was a fundamental difference between actions of a private citizen and actions of a public official as public officials had the responsibility to set the agenda of public discourse and determine public priorities. She then stressed the importance of civility among Council.

Council Member Mathy reported that he had received more contact by his constituents about this topic from both sides, than on any other topic. He pointed out the importance of Council being unified and mindful of public messaging. He provided a real-life example of a large developer of mixed low-income housing he'd been working with who was interesting in developing in Bloomington who had shared they had staff designated to watch social media accounts of elected officials. He stated that Council Member Carrillo's comments had brought the developer concern. Council Member Mathy then reassured the community that Council Member Carrillo did not speak for Council and that he believed her comments were inappropriate. He addressed multiple inquiries he'd received about removing a Council Member and went on to explain that he would consider all reasonable ideas presented by Council and consider them based on the idea, not the Council Member. He concluded that he was supportive of the Resolution, but not of the Code of Conduct.

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

AYES: Mathy, Boelen, Mwilambwe, Painter, Ward, Bray

NAYS: Emig, Carrillo, Crabill

Motion carried.

Adjournment

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

Motion carried (viva voce).

The meeting adjourned at 6:02 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Mohan, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: May 24, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the April 26, 2021 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

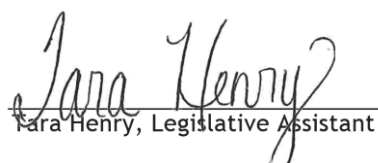
Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Deputy Clerk

Reviewed by:


Leslie Yocum, City Clerk

5/20/2021


Tara Henry, Legislative Assistant

5/21/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- CLK 1B 04-26-21 DRAFT Council Meeting Minutes



**MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, APRIL 26, 2021, 6:00 P.M.**

This meeting was conducted under Governor Pritzker's Executive Order 2020-07 §6, which was reissued and extended by Executive Order 2021-06. The Order, implemented in response to COVID-19, suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.

The City Council convened in regular session virtually via Zoom conferencing with Mayor Tari Renner, the City Manager, Tim Gleason, and Deputy City Clerk, Amanda Mohan, in-person in City Hall's Council Chambers at 6:00 p.m., Monday, April 26, 2021. The meeting was called to order by Mayor Tari Renner.

Roll Call

Attendee Name	Title	Status	Arrived
Tari Renner	Mayor	Present	
Jamie Mathy	Ward 1	Remote	
Donna Boelen	Ward 2	Remote	
Mboka Mwilambwe	Ward 3	Remote	
Julie Emig	Ward 4	Remote	
Joni Painter	Ward 5	Remote	
Jennifer Jazmin Carrillo	Ward 6	Remote	
Mollie Ward	Ward 7	Remote	
Jeff Crabill	Ward 8	Remote	
Kim Bray	Ward 9	Present	

COVID-19 Update by City Manager

City Manager Tim Gleason reported that the McLean County Vaccination Clinic located at Grossinger Motors Arena had begun distributing the Johnson & Johnson vaccine. He reminded the community to adhere to the Center for Disease Control ("CDC") and McLean County Health Department guidelines and informed Council that the County had had 162 new Covid cases since Friday, April 23, 2021.

Mayor Renner emphasized the severity of the ongoing pandemic.

Recognition/Appointments

A. Recognition of Service of Mayor Tari Renner and Council Members Joni Painter and Kim Bray

Mayor Pro Tem Mwilambwe recognized and thanked Mayor Renner (2013-2021) for his outstanding leadership and exceptional service to the City of Bloomington. City Manager Gleason presented Mayor Renner with a plaque.

Mayor Renner recognized and thanked Council Members Joni Painter (Ward 5, 2014-2021), and Kim Bray (Ward 9, 2017-2021) for their outstanding leadership and exceptional

service to the City of Bloomington. Council Member Painter virtually accepted the recognition and Council Member Bray accepted the recognition in-person.

B. Proclamation recognizing April as National Fair Housing Month

Mayor Renner presented the National Fair Housing Month Proclamation.

Brandon Shaffer, President of the Mid-Illinois Realtors Association ("MIRA"), accepted the Proclamation virtually. He discussed the importance of fair housing.

C. Proclamation recognizing May as National Historic Preservation Month

Mayor Renner presented the National Historic Preservation Month Proclamation.

Greg Koos, Vice Chair of Bloomington's Historic Preservation Commission, accepted the Proclamation virtually. He discussed the importance and the impact of the historic preservation of housing.

D. Proclamation recognizing Arbor Day

Mayor Renner presented the Arbor Day Proclamation.

Carol Genung, Regent of Letitia Green Stevenson Chapter of the Daughters of the American Revolution, virtually accepted the Proclamation on behalf of Helen Killian.

E. Recognition of Appointments to Various Boards & Commissions

Staff recognized the appointments of Ina Perkins to the Bloomington Housing Authority and Benjamin Munch to the Planning Commission. Staff then recognized the following re-appointments: (1) Sara Kemp, Citizens' Beautification Committee; (2) Julia Cozad-Callighan, Cultural Commission; (3) Melissa Libers, Cultural Commission; (4) Ryan McCracken, Cultural Commission; (5) Dawn Peters, Historic Preservation Commission; (6) Dianne Hollister, Library Board of Trustees; (7) Susan Mohr, Library Board of Trustees; (8) Matthew Watchinski, Library Board of Trustees; (9) Tyson Mohr, Planning Commission; (10) William Bennett, Public Safety & Community Relations Board; and (11) Surena Fish, Public Safety & Community Relations Board.

Public Comment

Mayor Renner opened the meeting for public comment and the following individuals spoke live: (1) Scott Stimeling; (2) Allan Axelrod; (3) Joseph Taylor; and (4) Leon Kaeb. No emailed public comment had been received.

Consent Agenda

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

Council Member Bray made a motion, seconded by Council Member Crabill, that the Consent Agenda, including all items listed below, be approved as presented with the exception of Items 8.N., 8.O., and 8.P.

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

AYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Crabill, Bray

Motion carried.

Item 8.A. Consideration and action to approve the Minutes of the March 22, 2021 Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and action to approve Bills and Payroll in the amount of \$6,404,599.16, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and action to approve Appointment and Reappointments to various Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointment and Reappointments be approved.)

Item 8.D. Consideration and action to reject the Bid for the Water Division 2021 or Newer Ford F150 or Equivalent Pickup Truck Purchase (Bid #2021-34) so the Purchase can be made using the Northwest Municipal Suburban Joint Purchasing Contract (#178, exp. 1/22/2022) at a lower cost, as requested by the Public Works Department. (Recommended Motion: The proposed Bid Rejection be approved.)

Item 8.E. Consideration and action to reject the Bid for the Parks, Recreation and Cultural Arts Division 2021 or Newer Ford F550 19,500 lb Bucket Truck or Equivalent Purchase (Bid #2021-35) so the Purchase can be made using the Sourcwell Contract (#012418-TIM, 3/14/2022) at a lower cost, as requested by the Public Works Department and the Parks, Recreation and Cultural Arts Department. (Recommended Motion: The proposed Bid Rejection be approved.)

Item 8.F. Consideration and action to approve the Purchase of one (1) Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader Body from Key Equipment of Bridgeton, Missouri, in the amount of \$167,246, using Sourcwell Contract (#091219-LEG, exp. 11/15/23); and one (1) 2021 Crane Carrier Model LDT2-30 Chassis from Cumberland Servicenter of Elk Grove Illinois, in the amount of \$179,570, using Sourcwell Contract (#060920-CRN, exp. 8/1/24), for a total of \$346,816, and Authorization to Dispose of the 2012 Crane Carrier LGT2-26 Automated Collection Truck by online public auction, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase and Disposal be approved.)

Item 8.G. Consideration and action to approve the Purchase of one (1) 2022 Ford F550 with Service Body for the Parks, Recreation and Cultural Arts Department from Bob Ridings Ford of Taylorville, Illinois, (Bid #2021-36) in the amount of \$66,993, as requested by the Public Works Department and the Parks, Recreation and Cultural Arts Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.H. Consideration and action to approve the Purchase of a 2022 Ford F550 Bucket Truck from Versalift of Waco, Texas, utilizing Sourcwell Contract (#012418-TIM, exp. 3/14/22) in the amount of \$109,747, as requested by the Public Works Department and the Parks, Recreation and Cultural Arts Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.I. Consideration and action to approve the Purchase of a 2021 Ford F150 Pickup Truck from Roesch Ford of Bensenville, Illinois, using the Northwest Municipal Suburban Purchasing Contract (#178, exp. 1/22/2022), in the amount of \$35,548, and Authorization to Dispose of the current unit by online public auction, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase and Disposal be approved.)

Item 8.J. Consideration and action to approve a Contract with Donohue & Associates, Inc., for Settled Water Piping Improvements Design, in the amount not to exceed \$61,500, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.K. Consideration and action to approve an Agreement with Gildner, Inc., for the FY 2022 Sidewalk Vertical Displacement Repair Program (Bid #2021-29), in the amount of \$89,975.10, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.L. Consideration and action to approve an Agreement between the City of Bloomington and Cloudpoint Geographics, Inc., in the amount of \$95,400 annually for a two-year period, for a total of \$190,800, for the purpose of providing Geographic Information System (GIS) Services, as requested by the Public Works Department and the Information Technology Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.M. Consideration and action on a Resolution Approving Loan Agreements with the Illinois Environmental Protection Agency from the Water Pollution Control Loan Program and Public Water Supply Loan Program for the Construction of the Locust Street CSO Elimination and Water Main Replacement Phase 2, in the amount of \$4,223,890, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.N. were pulled from the Consent Agenda by Council Member Ward.

Item 8.O. were pulled from the Consent Agenda by Council Member Boelen.

Item 8.P. were pulled from the Consent Agenda by Council Member Boelen.

Item 8.Q. Consideration and action on an Ordinance Approving a Zoning Map Amendment Rezoning Property from R-1A, Single-Family Residential District to R-1B, Single-Family Residential District, for a portion of the property located at 200 N Bellemont Road (PIN: 21-02-151-002) 3.75 Acres More or Less, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.R. Consideration and action on an Ordinance Approving a Preliminary Plan for the Davis Block Subdivision for the Property Located at 200 N Bellemont Road (PIN: 21-02-151-002) 4.99 acres, and a Waiver from the Subdivision Code Manual of Practice 5.01, a Requirement to Construct Public Sidewalk along the East Side of Mercer Avenue, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.S. Consideration and action on an Ordinance Approving a Site Plan and Special Use Permit for the Expansion of a Place of Worship in the B-1 General Commercial District, for Property Located at 421 Olympia Drive, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Items Pulled from Consent Agenda

The following item was pulled from the Consent Agenda by Council Member Ward:

Item 8.N. Consideration and action on: (1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021 Regarding the Reallocation of Certain Grant Funds; and (2) a Resolution Authorizing a Change Order in the Amount of \$82,784 to

the FY21 Street, Alley, and Sidewalk Maintenance Contract Awarded to George Gildner, Inc. to Facilitate Brick and Restoration Work on Various City Brick Streets, as requested by the Economic & Community Development Department.

Council Member Ward made a motion, seconded by Council Member Bray, to amend the proposed Ordinance and Resolution to reduce the contract from \$82,784 to \$15,653 and return the remaining \$67,131 to the General Fund for use in Fiscal Year 2022 for improvements on street crossings to make them ADA (Americans with Disabilities Act) compliant.

Council Member Ward explained that she sought to reduce the contract amount and would also be submitting a Council Initiative to prioritize making street crossings ADA compliant. She wanted staff to draft an ADA transition plan by the end of the calendar year. She stressed she was not against funding brick street repairs, but emphasized the importance of ADA crossings for safety and accessibility. She went on to discuss the amount of funds the City received from the RUST grant and the number of curb cuts that could be executed with those allocated funds.

Council Member Emig expressed concerns about choosing ADA compliance over brick street restorations. She asked for clarification on the parameters of how RUST grant funds were able to be used. Jeff Jurgens, Corporation Counsel, responded that RUST funds were distributed from the General Fund and that the motion on the table would reduce funds allocated for brick street repairs.

Mayor Renner asked Council Member Ward to explain how the numbers she had calculated came to fruition. Council Member Ward explained that the reduction covered seven high priority repairs to brick streets in addition to approximately \$89,000 that had been previously spent on brick streets. She stated that accessibility improvements were allowed under RUST funds and believed it was time Council focused on ADA compliance.

Mayor Renner asked City Manager Gleason how much the City spent on ADA accessibility. City Manager Gleason responded that he would get an answer and then asked Melissa Hon, Economic and Community Development Department Director, to address Council Member Emig's question on how RUST funds could be spent. Mrs. Hon stated that there was an accessibility component for the Downtown Historic District and expressed she was not confident a budget amendment could be made so close to the end of the fiscal year.

Mayor Renner asked Mrs. Hon how much the City spent on ADA compliance. Ms. Hon responded that she would need to speak with Public Works for a definite answer.

Council Member Crabill reminded Council that RUST grants were to assist Downtown businesses with ADA accessibility. He expressed his belief that curb cuts and other ADA accessibility modifications to public streets should be paid from the Public Works Department budget rather than grant funds.

Council Member Mathy asked for additional clarification on street crossing issues. Council Member Ward explained how important curb cuts were to street crossings in addition to audible signals. Council Member Mathy suggested that a priority list of street crossings be created and then funded through the sidewalk repair budget. Council Member Ward responded that brick streets repair could then be relocated to the street repair budget and reiterated her preference to use the funds in question for ADA modifications. Council Member Mathy was not in favor of the motion and expressed his belief that Council could

better prioritize the funds already budgeted for repairs.

City Manager Gleason reported that the City had spent \$1.2 million on sidewalk repairs and reported statistics on how funds were spent to make sidewalks ADA compliant.

Council Member Boelen reminded Council that when streets were replaced, sidewalk ramps were replaced as well.

Council Member Carrillo supported the motion. She expressed support in keeping the funds Downtown to assist business owners to make their establishments ADA compliant. She then asked Council member Ward if she was open to amendments to increase the amount. Council Member Ward responded that she was open to amendments and noted that businesses had not applied for grant funds last year.

Mr. Jurgens clarified the motion on the table.

Council Member Ward amended her motion to reduce the contract from \$82,784 to \$15,653 and return the remaining \$67,131 to the General Fund for use in Fiscal Year 2022 to increase the amount of money that the City would provide businesses for improvements to make them ADA (Americans with Disabilities Act) compliant.

Mr. Jurgens stated that Council could not add items to the Agenda. He advised that Council should vote on the reduced contract amount and an item could return to Council at a later date to discuss the \$67,131 of funds.

Council Member Ward agreed to remove the portion of the motion that addressed the amount to be returned to the General Fund.

Council Member Carrillo expressed support in a future discussion.

Mayor Renner confirmed the amended motion with Council Member Bray, the seconder. Mayor Renner then clarified the motion.

Council Member Ward made a motion, seconded by Council Member Bray, to approve the amended proposed Ordinance and Resolution, which reduced the contract amount from \$82,784 to \$15,653.

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

AYES: Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Crabill, Bray

NAYES: Mathy

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Boelen:

Item 8.O. Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Commonly Located Along South Beich Road, and North of Fuller Court, Approximately 10.54 Acres from R-1C Single-Family Residential District to R-4 Manufactured Home Park District, as requested by the Economic & Community Development Department.

Council Member Mathy recused himself due to a conflict of interest.

Council Member Boelen discussed her extensive research and negative community feedback on the zoning amendment and potential development.

Council Member Boelen made a motion, seconded by Council Member Bray, that the proposed Ordinance be rejected.

Mayor Renner discussed with Council Member Boelen public comments made at the recent Zoning Board of Appeals meeting. He commented on the reputable developer and expressed concern with the motion because the Zoning Board had approved the item multiple times. Council Member Boelen explained that the Comprehensive Plan permitted orderly development. She then clarified the zoning for each parcel of land, and their permitted uses for each zone, along Beich Road. She noted that the area was home to middle-income residents and expressed multiple concerns, which included Habitat for Humanity's desire to sell the property.

Council Member Crabill expressed concern. He stated that the homeowners would not own the land and discussed the unfavorable process to sell a home in that environment.

Council Member Bray supported the motion. She discussed her conversations with homeowners of Prairie Place Mobile Home Park ("PP MHP") who were unable to sell despite owning the land and whose home values were significantly less than the proposed development.

Council Member Ward supported the development as the property was currently an empty field. She noted that the sale by Habitat for Humanity would allow them to build more affordable housing closer to the core of Bloomington.

Council Member Painter discussed her conversation with Habitat for Humanity where they expressed that the expense to implement infrastructure in a development deterred them from developing. She suggested the City provide the infrastructure for a development by Habitat for Humanity.

Council Member Emig stated that the development was not accessible to public transit or grocery stores and encouraged Council continued consideration of affordable housing.

Council Member Boelen discussed an upcoming trend of homeowners' preference of modular homes over mobile home park.

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

AYES: Boelen, Mwilambwe, Emig, Painter, Carrillo, Crabill, Bray

NAYES: Ward

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Boelen:

Item 8.P. Consideration and action on an Ordinance Approving a Preliminary Development Plan for a Planned Unit Development for a Manufactured Home Park and Waivers of Certain Requirements of Chapters 24, 43, and 44 of the City Code for Property Commonly Located Along South Beich Road, and North of Fuller Court, Approximately 10.54 Acres, and Zoned R-4, Manufactured Home Park District, as requested by the Economic & Community Development Department.

Mayor Renner asked Mr. Jurgens if Council needed to vote since the rezoning was denied. Mr. Jurgens advised that a vote be taken.

Council Member Boelen made a motion, seconded by Council Member Carrillo, to the proposed Ordinance be rejected.

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

AYES: Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Crabill, Bray

Motion carried.

Council Member Mathy returned to the meeting at 7:49 p.m.

Regular Agenda

The following item was presented:

Item 9.A. Consideration and action to approve the Arthur J. Gallagher Proposal of Insurance, in the amount of \$1,084,576 for service from May 1, 2021 through April 30, 2022; on the Client Services Agreement; and on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022, as requested by the Human Resources Department.

City Manager Gleason explained that the item was an annual presentation on citywide insurance renewal and then asked Alex Rosas, Safety and Risk Manager, to address Council.

Mr. Rosas provided a brief background on the item and introduced Mike Nugent, Owner of Nugent Consulting, to Council.

Mr. Nugent presented the proposal for insurance renewal for the City. He discussed the market conditions and the challenges projected for 2021. He then discussed the 2021 renewal costs, highlighting various increases and total costs for the renewal options. He noted key factors that contributed to the increased costs

He recommended 2021 Renewal Option 2, which involved reducing the excess liability from \$21 million to \$20 million. He noted that the City had very old underground storage tanks (UST) that insurance companies priced coverage high.

Council Member Mathy asked if the recent solar winds hack affected the cyber security. Mr. Nugent confirmed that it had and discussed the important factors of cyber security coverage.

Council Member Mwilambwe asked for additional information on the City's underground storage tanks and how the risk could be mitigated. Mr. Nugent suggested the City consider replacing the storage tanks.

Council Member Painter made a motion, seconded by Council Member Boelen, that the Proposal of Insurance, Client Services Agreement, and Ordinance be approved.

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

AYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Crabill, Bray

Motion carried.

The following item was presented:

Item 9.B. Presentation and discussion of the PSCRB Annual Report, as requested by the Administration Department.

City Manager Gleason introduced the item and noted that the City received over 11,000 respondents to the survey distributed by the Public Safety and Community Relations

Board ("PSCRB"). Robert Bozquez, PSCRB Chairman, read the 2020 PSCRB Annual Report, which provided details on the meeting dates and locations, and a variety of topics that had been discussed. He went on to compare complaints received in 2020 verses previous years and provided an overview of each of the 5 requests for review received in 2020 along with findings. He addressed Code changes made by Council over the year that impacted the Board and reported that the survey on the public's attitude toward the Bloomington Police Department ("BPD"), which was published online by the PSCRB in conjunction with Not In Our Town, had received more than 11,000 responses. He concluded that a report on survey findings would be presented at a later date.

Chad Wamsley, Assistant Police Chief, recognized the Board for their thorough review and attention to detail. He highlighted that all reports that he had prepared for the PSCRB are available on the City's website. He then thanked Chairman Bosquez for his leadership and service and Mayor Renner echoed appreciation for Chairman Bosquez's service.

Council Member Boelen stated that submissions to the PSCRB were focused in the Downtown area. She asked what efforts were taken to ensure that all areas of the City had been notified of the opportunity to provide feedback or make complaints. Mr. Bosquez reported that notification had been distributed to all Wards but, that COVID presented difficulties. He ensured Council the PSCRB would continue notification efforts to all Wards.

The following item was presented:

Item 9.C. Consideration and action on a Resolution Declaring Continued Utility Disconnection in Illinois to be a Pandemic Safety Risk, as requested by the City Council.

Council Member Crabill presented a brief overview of his Initiative and stressed the importance of additional relief during the ongoing pandemic.

Council Member Crabill made a motion, seconded by Council Member Carrillo, that the proposed Resolution be adopted.

Council Member Boelen noted that Nicor Gas had recently established a program for a payment schedule.

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

AYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Crabill, Bray

Motion carried.

The following item was presented:

Item 9.D. Consideration and potential action regarding Ordinance 2020-18, an Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department.

No modifications were recommended.

Council Member Mathy requested an update in May on residential and business relief programs including a breakdown of rejections and potential amendments to allow easier access to funding. City Manager Gleason confirmed a presentation would be made.

Finance Director's Report

City Manager Gleason reported that the City continued to trend positively and asked Scott Rathbun, Finance Director, to address Council.

Mr. Rathbun presented the Fiscal Year 2021 ("FY21") major tax revenue summary through March 31, 2021 highlighting various line items and explained the causes for changes. He went on to present the FY21 general fund revenue and expenditures by category and FY21 enterprise funds summary through March 31, 2021. He mentioned various line items that affected fund balances such as the capital lease payoffs. He concluded with an update on the utility billing conversion stating that a significant number of residents had taken advantage of paperless billing and pay-by-text options.

City Manager's Discussion

City Manager Gleason expressed his appreciation for the leadership of Mayor Renner and Council Members Painter and Bray. He reported that the City anticipated to receive \$13.8 million in COVID-19 relief funds and that staff hoped to have additional information on parameters for use of funds by the Committee of the Whole meeting on May 17, 2021. He went on to recognize newly hired employees and concluded with announcements on upcoming Downtown events and the opening of the City's golf courses.

Mayor's Discussion

Mayor Renner thanked Council, staff, and the community. He highlighted a multitude of accomplishments, actions, and developments that he had been a part of during his time as Mayor. He expanded on a variety of improvements and highlighted his biggest challenges.

Council Member's Discussion

Council Member Boelen thanked Mayor Renner and Council Members Painter and Bray for their service.

Council Member Mwilambwe stated that he believed that since Council had held Council Member Carrillo accountable for her statements on social media, they also should hold the public accountable. He directed staff to prepare a statement to be read before Public Comment at each meeting and further expressed his disapproval of Council Member Carrillo's statements on social media. He encouraged the public to be kind to one another and echoed appreciation for Mayor Renner and Council Members Bray and Painter.

Council Member Emig echoed appreciation for Mayor Renner and Council Members Bray and Painter.

Council member Painter thanked all the candidates who had run for office. She recognized Nick Becker, Ward 5 Council Member-Elect and then discussed many of her experiences over the years and the knowledge she gained from her time on Council.

Council Member Carrillo echoed appreciation to Mayor Renner and Council Members Painter and Bray for their service. She then thanked Council Member Mwilambwe for the sentiment behind his comments on the rhetoric used at public comment.

Council Members Ward and Crabill echoed appreciation to Mayor Renner and Council Members Painter and Bray for their service.

Council Member Bray recognized City Manager Gleason and staff for their leadership. She then expressed appreciation to her fellow Council Members and Ward 9 constituents.

Mayor Renner recognized Franklin Park as the City's oldest park and pointed out that it had recently celebrated 165 years of service.

Executive Session

No Executive Session was held.

Adjournment

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

Motion carried (viva voce).

The meeting adjourned at 8:10 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Mohan, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: May 24, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$10,435,839.35, 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 \$10,435,839.35 (Payroll total \$2,722,330.21 Accounts Payable total \$7,667,234.38, and Bank Transfers total \$46,274.76).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

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

F. Scott Rathbun, Finance Director

5/19/2021

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

Tara Henry, Legislative Assistant

5/20/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
5/7/2021	\$ 2,153,528.25	\$ 566,457.92	\$ 2,719,986.17

Off Cycle Adjustments	\$ 1,954.84	\$ 389.20	\$ 2,344.04
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PAYROLL TOTAL	\$ 2,722,330.21
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range
5/24/2021	AP General	\$ 6,574,745.34	
5/24/2021	AP JMScott	\$ 759,000.00	
5/24/2021	AP Comm Devel	\$ 15,613.84	
5/24/2021	AP IHDA	\$ 40,942.69	
5/24/2021	AP Library	\$ 167,250.43	
5/24/2021	AP MFT	\$ 41,258.58	
5/5/2021	Out of Cycle	\$ 68,423.50	
4/2/2021-4/30/2021	AP Bank Transfers	\$ 46,274.76	
	AP TOTAL	\$ 7,713,509.14	
			PCARD TOTAL \$ -

GRAND TOTAL	\$ 10,435,839.35
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Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: May 24, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Appointments and Reappointment to the John M. Scott Commission, as requested by the Administration Department.

RECOMMENDED MOTION:

The proposed Appointments and Reappointment be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

John M. Scott Commission: Catherine Crockett to the John M. Scott Healthcare Commission. Catherine's appointment is effective immediately with an expiration date of 4-30-22. Application is on file in the Administration Office.

Elaine Hardy to the John M. Scott Healthcare Commission. Elaine's appointment is effective immediately with an expiration date of 4-30-22. Application is on file in the Administration Office.

Willie Holton Halbert to the John M. Scott Healthcare Commission. Willie's reappointment is effective immediately with an expiration date of 4-30-24. Application is on file in the Administration Office.

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

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

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

City staff is aware of heightened concerns regarding the current COVID-19 pandemic;

however, this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:



Billy Ryus, Deputy City Manager

5/18/2021



Tara Henry, Legislative Assistant

5/18/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- ADM 1B JMS Role and Terms Roster

John M. Scott Health Care Commission

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

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

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

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

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

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

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



CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: May 24, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Updates to the John M. Scott Health Care Commission's By-Laws, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Bylaw Revisions and Updates 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: Per the John M. Scott Health Care Commission By-Laws, the John M. Scott Health Care Commission ("Commission") is responsible for recommending updates to the By-Laws and other policies to the Trustee (i.e., the City Council) for final approval.

On January 27, 2020, the Trustee approved the first amendment to the By-Laws, updates to the Grants Committee Policies and Procedures, and new Finance Committee Policies and Procedures. On April 27, 2021, the Commission approved additional updates to the By-Laws. The By-Law updates are primarily for the purpose of more clearly tying the By-Laws directly to the Trust. However, there are a few substantive changes as outlined below:

1. Article III: Section 1: Membership
 - a. Removes the language stating that the Trustee may appoint one member to represent the Township Supervisor of the City of Bloomington or other designee to represent McLean County Township Supervisors. This section specifically calls out the required members of the Commission with only the Township Supervisor of Bloomington listed as the only permitted member.
 - b. Language added to clarify whether or not a "holdover officer" has voting privileges after his/her term expires.
2. Article III: Section 2: Appointments
 - a. Removes language related to the Commissioners serving at the time of the transition to a grants only program. The language is no longer relevant.
3. Article III: Section 3: Voting
 - a. Adds Conflict of Interest to the section title.
 - b. Additional conflict of interest language included.

4. Article VI: Meetings: Section 4: Attendance at Meetings

- a. Clarifies expectations for meeting attendance and process for removing Commissioners with chronic absenteeism. Language allows the Commission to appoint a temporary replacement to complete the remainder of the term.

The proposed changes have been reviewed and approved by Tom Herr, Trust Attorney.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by:



Melissa Herr, Economic and Community Development Director

5/14/2021



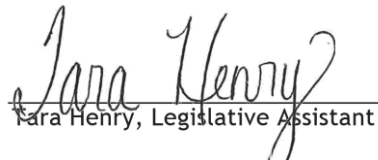
Chris Tomerlin, Budget Manager

5/17/2021



Jeffrey R. Jurgens, Corporation Counsel

5/18/2021



Tara Henry, Legislative Assistant

5/20/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 5B JMS Bylaw and Policy Updates - January 2020 Council Memo (Approved)
- E&CD 5C By-Laws Changes-Summary (1)
- E&CD 5D Attorney Approval - 2021 ByLaw Changes
- E&CD 5E Bylaws_WithTracked Changes



CONSENT AGENDA ITEM NO.

FOR COUNCIL: January 27, 2020

SPONSOR: Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve updates to the John M. Scott Health Care Commission's By-laws and Grants Program Policies and Procedures, and new Finance Policies and Procedures, as requested by the Community Development Department.

RECOMMENDED MOTION:

The proposed Updates, Financial Policies, and Procedures 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: Per the John M. Scott Health Care Commission By-Laws, approved by the Circuit Court of the Eleventh Judicial Circuit on July 2, 2018, the Commission is responsible for recommending updates to the By-Laws and other policies to the Trustee (Council) for final approval.

Throughout the transition to a grants-only funding model and the budgeting process, the overlap in both membership and responsibilities of the Finance and Budgeting Committee and Investment Committee become apparent. In an effort to increase efficiencies, the Commission combined the two committees into one and renamed it Finance Committee. The Commission By-Laws and related policies and procedures were updated to reflect the new committee structure.

On November 13, 2019, the Commission approved the following By-Law, Finance Policies and Procedures and Grants Program Policies and Procedures changes/updates for recommendation to the Trustees for final approval. Approval will dissolve both the Finance and Budgeting Committee and Investment Committee and codify the Finance Committee.

Document	Section	Current Language	Proposed Language
Commission By-Laws	Article IV: Section 3	The treasurer shall provide oversight with the Staff Administrator in all aspects of Trust finances and shall serve as the chairperson of the Finance and Budgeting Committee and as a member of the Investment Committee.	The treasurer shall provide oversight with the Staff Administrator in all aspects of Trust finances and shall serve as chairperson of the Finance Committee.
Commission By-Laws	Article V: Section 1.2	2. Finance and Budgeting Committee	2. Finance Committee
	Article V: Section 1.4	4. Investment Committee	<i>(Line omitted. Amendment combines Finance and Budgeting Committee and Investment</i>

			<i>Committee combined into Finance Committee.)</i>
Commission By-Laws	Article V: Section 2.B	B. Finance and Budgeting Committee. Finance and Budgeting Committee shall be chaired by the Treasurer and shall be responsible for the following: collaboration with the Staff Administrator on preparation of the annual budget; collaboration with Staff Administrator on an annual, independent audit; and review of ongoing financial policies and reports.	B. Finance Committee. Finance Committee shall be chaired by the Treasurer and shall be responsible for the following: investment policies, performance of any outside investment manager, performance of the portfolio goals, investment development prior to the budget process, collaboration with the Staff Administrator on preparation of the annual budget, collaboration with Staff Administrator on an annual, independent audit, as appropriate, and review the ongoing financial policies and reports.
Commission By-Laws	Article V: Section 2.D	D. Investment Committee. The Investment Committee shall be responsible for recommendations and reporting to the Commission on the following investment policies, performance of any outside manager, performance goals for the portfolio, and investment developments prior to the budgeting process. The Treasurer shall serve as required member of this committee.	<i>(Section omitted. Responsibilities moved under the new Finance Committee.)</i>
Financial Policies and Procedures		Entire Document	<i>(The proposed Financial Policies and Procedures combine the 1999 Investment Policy and new budget-related language to address the City's administration role.)</i>
Grants Policies and Procedures	Funding Availability	The total amount of funding available for annual grant awards is based on Trust income, which varies year to year. The funds available for grants will be recommended annually by the Commission and approved by the Trustees based on fiscal year recommendation from the Finance Committee.	Refer to the John M. Scott Health Care Trust Financial Policies and Procedures.

The current By-Laws and Investment Committee Policies and Procedures can be viewed in their entirety at:

<https://www.cityblm.org/government/departments/john-m-scott-health-commission>

The current Grants Program Policies and Procedures can be viewed in their entirety at:

<https://www.cityblm.org/government/departments/john-m-scott-grants-program>

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

Ruth Ann Fraker (Former Investment Committee Chair)

FINANCIAL IMPACT: The Financial Policies and Procedures will guide the Commission in making its funding decisions related to administration of the John M. Scott Health Trust and its grant program. All expenses are paid from the Trust; there is no direct impact on the General Fund.

COMMUNITY DEVELOPMENT IMPACT: CWB-3 Develop a coordinated and efficient system of services that address comprehensive needs of children, families and communities.

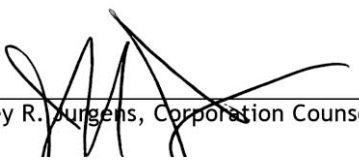
FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by:

	
Robert G. Mahrt, Community Development Director	Chris Tomertin, Budget Manager
1/16/2020	1/16/2020

	
Jeffrey R. Jurgens, Corporation Counsel	Tara Henry, Legislative Assistant
1/21/2020	1/21/2020

Attachments:

- CD 1B John M Scott Healthcare Commission By-Laws (Approved by Commission)
- CD 1C Financial Policies and Procedures (Approved by Commission)
- CD 1D 11-13-2019 JMS Commission Meeting Minutes
- CD 1E Scott Grant Program Policies and Procedures (Approved by Commission)

Summary of By-Laws Changes - April 2021

Approved at April 2021 JMS Commission meeting.

- Add references to Trust. Adding a reference to the Trust where applicable is intended make it obvious where the by-laws are tied to the Amended Trust, and therefore, which changes to the by-laws would require court approval. This has been confusing in the past. Technical change throughout By-Laws.
- Committee consolidation. Reflects the consolidation and re-naming of former Finance and Investment Committees. These changes were supported by the Commission and proposed to the Trustee in 2019, but were not officially adopted by the Trustee due to an administrative error in early 2020. These changes reflect the current processes of the Commission and support administrative simplicity. Technical change throughout By-Laws.
- Commission membership: Delete permissive language (“may”) allowing Trustee to appoint the COBT Supervisor or other McLean County Township representative. This section is redundant to the Trust (Article 5, Section 5.2), does not need to appear in by-laws, and does not affect current Commission membership. Article III, Section 1A.
- Holdover officers. Adds policy consistent with other City Boards and Commissions to help eliminate gaps in appointments due to administrative delays. Technical change. Article III, Section 1B.
- Baseline term year language deletion. This language was added during the transitions that occurred in 2018-2019 and it is no longer relevant; deletion is a matter of cleanup. Deleting this language has no impact on current appointments. Article III, Section 2.
- Conflict of interest policy. Adds the language already used in the conflict of interest disclosure completed by all Commissioners and grant scorers. Article III, Section 3B.
- Staff Administrator duties. Clarifies expanded duties for Commission, each subcommittee and other administrative roles fulfilled by city staff (such as reports to Trustee and Court). Changes reflect pattern after first two years of City administrative role. Already vetted by admin team and their management. Article III, Section 6B and Article V, Section 2.
- COBT grant eligibility. Grant policies and procedures address eligibility; does not need to appear in by-laws. Deleted language is not included in the Amended Trust and removing it from the By-Laws does not impact the Trust or affect current grants. Article III, Section 6C.
- Commissioner attendance. Clarifies attendance policy to eliminate confusion and enhance accountability. Language used was proposed by COB legal department. Article VI, Section 4.
- Virtual Meetings. Clarifies language to allow for video/Zoom meetings according to existing practice in addition to conference calls. Technical change. Article VI, Section 7.

RE: JMS Bylaw Updates

Thomas E. Herr <[REDACTED]>

Tue 4/6/2021 1:16 PM

To: Holly B. Ambuehl <[REDACTED]>; Jennifer Toney <jtoney@cityblm.org>; Jeff Jurgens <jjurgens@cityblm.org>

Cc: Melissa Hon <mhon@cityblm.org>; Grant Susan <[REDACTED]>; Stipp Karen <[REDACTED]>; Zach Fabos <zfabos@cityblm.org>; William Bessler <wbessler@cityblm.org>

Dear All,

I have reviewed the updated bylaws and proposed revisions to date and find them to be in good order and consistent with the terms of the Amended and Restated Trust. The bylaws can be approved by the City acting as Trustee and do not need court approval.

Best regards,

Tom

Thomas E. Herr
Attorney at Law

Bloomington office:
Dunn Law Firm, LLP
1001 North Main St., Suite A
Bloomington, IL 61701



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From: Holly B. Ambuehl <[REDACTED]>

Sent: Wednesday, March 17, 2021 2:30 PM

To: Jennifer Toney <jtoney@cityblm.org>; Thomas E. Herr <[REDACTED]>; Jeff Jurgens <jjurgens@cityblm.org>

Cc: Melissa Hon <mhon@cityblm.org>; Grant Susan <[REDACTED]>; Stipp Karen <[REDACTED]>; Zach Fabos <zfabos@cityblm.org>; William Bessler <wbessler@cityblm.org>

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

ARTICLE 1: NAME

The name of the organization shall be the John M. Scott Health Care Commission (the "Commission"). The Commission is established under Article V of the John M. Scott Health Care Trust (the "Trust"), as amended.

ARTICLE II: PURPOSE

Section 1: Purpose & Objective.

[According to the Trust, as amended \(Article 3.1\),](#) the objective of the Commission is to advise the Trustee of the John M. Scott Health Care Trust in carrying out the purpose and intent of the Trust to [provide grants to](#) financially support organizations and initiatives that prevent illness and promote health and well-being of McLean County residents who have limited access to healthcare or the inability to pay for needed healthcare services.

Section 2: Non-Discrimination.

[According to the Trust, as amended \(Article 3.2\),](#) all grants and activities shall be made and conducted with equality and in a manner that is free from discrimination based on age, race, color, creed, ethnicity, religion, national origin, citizenship, marital status, sex, sexual orientation, gender identity or expression, physical or mental disability, veteran or military status, unfavorable discharge from the military service, criminal record, or any other basis prohibited by federal, state, or local law.

Section 3: Recommendations.

[According to the Trust, as amended \(Article 5.4\),](#) the Commission shall make recommendations on the following to the Trustee:

- A. Bylaws, appointments, annual budget, investment and program policies;
- B. Identification of unmet community needs based on review of existing community assessments;
- C. Allocation of funds to organizations and community initiatives, such as collaboration among organizations, to address unmet needs; and,
- D. Any other such matters as directed by the Trustee from time to time consistent with the intent of the Trust.

Section 4: Methods of Accomplishing the Objective and Purpose.

The Commission shall conduct business based on the principle that unmet healthcare needs exist among the economically disadvantaged residents of McLean County, Illinois. The Commission shall actively participate in selecting and recommending to the Trustee those goals and funding initiatives consistent with the intent of the Trust and as set forth in the Declaration of Trust, as may be amended. In the spirit of a working partnership, the Commission shall specifically work to:

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

- A. Assess the status of the health care of the economically disadvantaged residents of McLean County.
- B. Support organizations and initiatives that are consistent with the intent of the Trust.
- C. Address needs that are underfunded or unfunded by other private and public resources, to accomplish the purpose of the Trust.
- D. Support community initiatives that encourage collaboration among organizations to improve access, quality and cost-effectiveness of services to the economically disadvantaged.

ARTICLE III: DUTIES AND RELATIONSHIPS

Section 1: Membership

The following provisions shall govern the membership of the Commission.

A. [According to the Amended Trust, Article 5.2, t](#)he Commission shall be comprised of (11) eleven members who are residents of McLean County or individuals employed in said county who are committed to the mission of the Trust, provide the diversity necessary to address the various needs of the local population, and have professional skills to accomplish the objective and purposes of the Trust. At least five health care professionals from multiple disciplines shall be appointed as well as experts in finance, grant administration, and the healthcare of the underserved population. Two of the health care disciplines shall include primary care and mental health. In accordance with the original Last Will & Testament of John M. Scott, one member also shall be appointed to represent Second Presbyterian Church of Bloomington, following recommendation by the Elders of said church. [The Trustee may also appoint one member to represent the Township Supervisor of the City of Bloomington or other designee to represent McLean County Township Supervisors;](#)

Commented [1]: Retains language for required members; removes language for permitted member.

B. All Commissioners serve at the pleasure of the Trustee. [If necessary, after a term expires, a Commissioner may continue to serve as a voting member of the Commission until new appointments are made by the Trustee as a 'holdover officer' in consistency with the Trustee's policy for other boards and commissions.](#)

C. The Commission may appoint from time to time ad hoc members, as deemed necessary for its purposes, such as to enhance skills required for the work of committees. Ad hoc members have no voting rights.

Section 2: Appointments

A. The Commission shall consist of eleven (11) members as designated in Article III, Section 1.A. All Commission member terms, except for those designated by the Declaration of Trust to serve, shall be for three (3) years. A Commissioner may serve more than one term but no more than three consecutive terms, unless such expertise is unavailable from others at the time, as determined by the Trustee and required to meet the objectives and purposes of the trust. Any

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

individual office holder shall also be permitted to serve more than three consecutive terms.

~~B. At the time of adoption of these Bylaws, current members may continue on the Commission to complete their current terms, and serve for additional terms with Trustee reappointment. This allows for staggering terms as created by the original bylaws with the purpose to ensure continuity and permanent cohesiveness.~~

Commented [ho2]: No longer relevant.

~~BC.~~ Any person appointed to fill a vacancy prior to the expiration of the term from a predecessor with the necessary skill set, will be eligible to serve for the remainder of such term and then serve for additional consecutive terms, as designated above.

Section 3: Voting and Conflicts of Interest

A. Each member shall have one vote.

B. Whenever a Commissioner has a financial or personal interest in any matter coming before the body, the member shall a) fully disclose the nature of the interest and b) withdraw from discussion and voting on the matter. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval. A financial interest or affiliation may include, but isn't necessarily limited to, being an employee of an application organization, a volunteer board member of an applicant organization, having an immediate family member that is an employee of an applicant organization, being a donor to an applicant organization, and/or engaging in business transactions with an applicant organization.

Commented [3]: This is copied from the language we used in the disclosure form for grant reviewers, which Brandi pulled from the hospital's documents.

Section 4: Removal

Each of the appointed Commission members may be removed by the Trustee for cause on recommendation of the Commission to the Trustee or at the request of the Trustee. The Commission will immediately recommend a replacement based on needed expertise and criteria for membership.

Section 5: Resignation

Any Commission member may resign by giving written notice to the Trustee and to the Commission chairperson. Such resignation shall take effect at the time specified in the written notice.

Section 6: Relationships

A. ~~Trustee:~~ According to the Trust, as amended (Article 5.1), ~~the~~ the Bloomington City Council acting in its role as Trustee of the Trust shall appoint by resolution the members of the Commission. The relationship of the Commission to the Trustee will be that of a trusted advisor. The Trustee will retain and exercise final decision making and fiduciary responsibility for administration of the Trust, including Commission membership, policy direction, funding or grant priorities, budgeting and appropriations.

To this end, as advisors, the Commission shall actively search for methods to improve the health care for the underserved, participate in selection of meaningful organizations and initiatives to fund; and recommend to the Trustee to either continue, alter, add, delete funding of current/new organizations and initiatives based on regular evaluation of outcomes and

Commented [4]: Paragraph separates Trust provisions from those that don't appear in the Trust.

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

consistent with the intent of the Trust.

B. Staff Administrator: A Staff Administrator shall be appointed by the Trustee to act as the primary administrative resource to the Commission. The Staff Administrator shall: ~~with the following duties and responsibilities:~~

Commented [ho5]: Clarifies duties; addresses staff role for Commission and each subcommittee and other administrative roles fulfilled by city staff. Based on operations pattern after first two years of City administrative role.

1. ~~The Staff Administrator shall be~~ a City employee.
2. ~~As such he/she shall be~~ directly responsible for maintaining all administrative and records and files, all financial documents and fiscal management in and for the name of the Trust, the Trustee and the Commission.
3. ~~The Staff Administrator is~~ Be responsible for custody of the annual Court Reports and all formal Trust documents.
4. Be responsible for making the annual Trust Report to the Court, after first presenting said Report to the Commission for review, with final approval by the Trustee.
5. Support planning and record keeping related to full Commission meetings.
6. Support the Grants Committee in creating requests for proposals by administering all grants management processes and serving as administrator for related software
3. ~~The Staff Administrator will support the Grants Committee in creating requests for proposals and creating grant agreements for execution.~~
7. Support the Finance and Budgeting Committee to develop a budget based on the City's accounting codes and on the minimum and maximum spending range permitted by the tools used to track investment performance, (or per City guidelines, in compliance with the City's accounting procedures, etc.). He/she will assist the Commission in and preparing for and completing an independent, annual regular or bi-annual audit of financial affairs.
8. Support the Executive (Nominating) Committee related to the appointment of Commissioners by the Trustee to the Commission.
9. Report at least quarterly annually to the Trustee.
10. The Staff Administrator shall be a non-voting member on the Commission and considered to be a representative of the Trustee when so directed.

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

4. He/she shall support the Finance and Budgeting Committee to develop a budget based on the City's accounting codes. (or per City guidelines, in compliance with the City's accounting procedures, etc.). He/she will assist the Commission in preparing for and completing an independent, annual or bi-annual audit of financial affairs. The Staff Administrator shall also be responsible for the annual Trust Report to the Court, after first presenting said Report to the Commission for review, with final approval by the Trustee.

5. The Staff Administrator shall report at least quarterly to the Trustee.

6. The Staff Administrator shall be a non-voting member on the Commission and considered to be a representative of the Trustee when so directed.

C. Township. The City of Bloomington Township shall be an eligible grant recipient and may submit grant proposals consistent with the intent and purposes of the trust to provide unmet services to those who have limited access to healthcare or the inability to pay for needed healthcare services. As part of any proposal, the Township Supervisor shall comply with any operational procedures, deadlines, needs assessment or requests for proposals that are required of all grant recipients, and will detail the services to be provided and why said services are currently unmet needs of the population to be served.

Commented [6]: Can be addressed in grant policies and procedures and eligibility criteria.

ARTICLE IV: OFFICERS

Section 1: Officers.

The officers of the Commission shall be Chairperson, Vice-Chairperson, Secretary, and Treasurer.

Section 2: Election of Officers.

Nomination and election of officers shall be made from the floor at any meeting prior to the beginning of the fiscal year. Candidates for each office receiving a simple majority of the membership present (a quorum being necessary), at the specified meeting shall be declared elected and shall serve for one year, or until their successors are elected. No officer shall serve more than three consecutive terms in the same office unless otherwise permitted by vote a majority of the members. Vacancies in offices shall be filled immediately by the election procedure specified above.

Section 3: Duties of the Officers

- A. Chairperson: The Chairperson shall preside at all meetings of membership and appoint committee membership with the approval of said membership. The Chairperson shall chair the Executive Committee.
- B. Vice-Chairperson: The Vice-Chairperson shall perform the duties of the Chairperson in the event of his/her absence, resignation or inability to perform his/her duties. The Vice-Chair shall chair the Grants Committee.

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

- C. ~~Secretary: The secretary shall collaborate with the Staff Administrator in recording of minutes at all regular meetings. The secretary shall also collaborate with the Staff Administrator to ensure that all communications to the public, including through the website, are current and valid.~~
Secretary: The secretary shall collaborate with the Staff Administrator in recording of minutes at all regular meetings in the absence of the Staff Administrator. The secretary shall also collaborate with the Staff Administrator to ensure that all communications to the public, including through the website, are current and valid.
- D. ~~Treasurer: The treasurer shall provide oversight with the Staff Administrator in all aspects of Trust finances and shall serve as chairperson of the Finance and Budgeting Committee and as member of the Investment Committee.~~

ARTICLE V: COMMITTEES

Section 1: Committees.

The Commission shall consist of these standing committees.

- A. Executive Committee
- B. Finance ~~and Budgeting~~ Committee
- C. Grant Committee

Ad Hoc Committees may be created to perform certain specific functions on a temporary basis. These temporary committees will be disbanded when their specific functions have been served.

Section 2: Committee Structure and Duties.

With the exception of the Executive Committee, the number of committee members on each committee shall be subject to Committee needs and concomitant Commissioner expertise.

A. Executive Committee. The Executive Committee shall be chaired by the Commission Chairperson and be comprised of the four officers. The Staff Administrator will provide support to the Executive Committee as needed. The Executive Committee shall serve as a Nominating Committee for new Commissioners, submitting recommendations to the Commission based on criteria established in the Bylaws. The Executive Committee shall annually provide input to the City Manager on the Staff Administrator performance; and other issues that may come before the body from time to time.

B. Finance ~~and Budgeting~~ Committee. Finance ~~and Budgeting~~ Committee shall be chaired by the Treasurer and shall be responsible for the following: collaboration with the Staff Administrator on preparation of the annual budget; collaboration with Staff Administrator on ~~the regular an annual,~~ independent audit; ~~and~~ review of ongoing financial policies and reports; recommendations and reporting to the Commission on the following: investment policies, performance of any outside investment manager, performance goals for the portfolio, and investment developments prior to the budgeting process.

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

C. Grant Committee. The Grant Committee shall be responsible for recommendations to the Commission on the following: funding policies, community needs, and allocation of grant funds.

~~**D. Investment Committee.** The Investment Committee shall be responsible for recommendations and reporting to the Commission on the following: investment policies, performance of any outside investment manager, performance goals for the portfolio, and investment developments prior to the budgeting process. The Treasurer shall serve as a required member of this committee.~~

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ARTICLE VI: MEETINGS

Section 1: Regular Meetings

Regular meetings will be held at least quarterly, complemented by regular and special committee meetings. The Staff Administrator and Chairperson shall prepare the agenda for Commission meetings. Commission members shall submit agenda items to the Chairperson one week prior to the scheduled meeting. The Staff Administrator shall provide all members with the written agenda, or notice of cancellation for these meetings not less than four (4) days in advance of the meetings.

Section 2: Special Meetings

Special meetings may be called by the Chairperson. The Staff Administrator shall notify all members in the manner directed by the Chairperson in advance of such special meetings. The notice shall specify the purpose of such meeting and no other business may be considered except by unanimous consent of the Commission members.

Section 3: Quorum

A simple majority of current members shall constitute a quorum. A quorum will be necessary to transact official business; however, informal discussion can take place when a quorum is not present. A simple majority vote of the voting members present shall be required to pass motions before the membership.

Section 4: Attendance at Meetings

Commented [ho7]: Changes suggested by Legal Dept.

The Commission can recommend, to the Trustee, removal of a member from the Commission when he/she 1) does not attend the majority of regular Commission or committee meetings during one term year, or 2) is absent without excuse from three (3) consecutive Commission meetings. The Commission can recommend a replacement to continue the former Commissioner's term. The Trustee shall have final approval per Article III, Section 2.

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Excused absences shall be defined as absences due to: (1) illness, health condition or medical appointment for the Commissioner or person for whom the Commissioner is legally responsible; (2) family emergency including, but not limited to, a death or illness in the family; (3) religious or cultural purpose including observance of a religious or cultural holiday; (4) planned travel when the Chairperson or Staff Administrator is notified in advance of the absence.

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Any Commissioner who fails to materially participate or regularly misses scheduled meetings during a term year without an excuse which is accepted by a simple majority of the membership present (a quorum being necessary) at which the question is raised, shall be given written notice by the

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

~~Chairperson of such absences and with said notice shall be requested to notify the Chairperson as to the intentions with respect to continued membership in the Commission. By a majority vote of the members present at the meeting at which the question is raised, the Commission may recommend appropriate action concerning the status of such member.~~

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Section 5: Committee Meetings

Committees shall meet regularly as determined by the Committee's Chairperson in collaboration with committee members. The schedule of regular meetings shall be set early in the fiscal year to ensure accomplishment of all committee responsibilities. Minutes of all meetings shall be recorded, and upon approval, filed by the Staff Administrator. Commissioners may also attend Committee meetings other than those to which assigned.

Section 6: Transparency of meetings

The Illinois Open Meetings Act shall not apply to the meetings of the Commission unless otherwise required by law. Notwithstanding, all actions and reporting of the Commission and its committees shall be conducted in a manner to ensure greatest transparency to the public.

Section 7: ~~Participation by Conference Call~~ Virtual Meetings

Commented [ho8]: Suggested update so the term is inclusive of web formats and shouldn't require changes in the future. "Conference call" dated/too specific.

Meetings may be held ~~virtually by conference call~~, assuming all members participating can see and/or hear each other at the same time and methods to seek recognition, submit motions, and determine quorum and vote taking are followed. Members may participate ~~virtually by conference call~~, with full voting privileges, as long as all members can see and/or hear each other at the same time and methods to seek recognition, submit motions, and determine quorum and vote taking are followed.

Section 8: Citizen Participation

In keeping with the spirit and intent of the Trust, the Commission may desire to receive input from concerned citizens, groups and/or agencies regarding unmet health care needs within McLean County. This will be accomplished in the following manner.

1. Scheduled Participation. Any person, group, and/or agency having business, i.e., concerns for unmet health care needs, may speak when prior arrangements to do so have been made with the Chairperson of the Commission or one of its Committees. A specific time to speak will be reserved on the agenda.
2. Unscheduled Participation. Any person, group and/or agency having business, i.e. concerns for unmet health care needs, not having made prior arrangements with the Chairperson to speak before the Commission may be allowed to speak upon passage of a motion to suspend the Rules temporarily to allow citizens to address the Commission.

Section 9: Executive Session

An executive session of the board may be called by the Chairperson under the following circumstances: (a) on the advice of legal counsel or the Trustee, (b) to discuss current pending legal matters, (c) to consult with the auditors and consultants, (d) to acquire or dispose of property, (e) to discuss or act on

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

personnel issues, or (f) to address such other matters as the commission deems appropriate. At the option of the Chairperson, or upon majority vote of the commissioners, an executive session of the commission may be called. While in executive session, only commission members and individuals invited by the Chairperson may be present. At the option of the Chairperson, officers and other persons may be excused. Commission members may discuss the business conducted in an executive session only with other commission members, persons present in the executive session by invitation of the Chairperson, and others upon advice of counsel. Those present will be reminded that the executive session deliberations and minutes are confidential.

ARTICLE VII: PARLIAMENTARY AUTHORITY

Section 1: Election to Use Robert's Rules

The Chairperson may but is not required to adopt and use the latest published "Robert's Rules of Order Revised" at any meeting to serve as a guide in so far as is applicable and consistent with these Bylaws.

ARTICLE VIII: FINANCES

Section 1: Funds from the Trust

The Commission may request monies from the Trust or Staff Administrator from the City of Bloomington administration to enable it to adequately carry out its responsibilities, provided such requests are submitted in writing to the Trustee, and are in harmony with the provisions of the Trust itself.

Section 2: Gifts and Donations

As stipulated by the Amended Trust Article 6.4, aAny gift or donation received by the Commission from either the public or private groups and/or individuals to help them carry out the provisions of the Trust, shall be turned over to the Trustee to be used in accordance with the Trust itself. However, no such gifts or donations shall be received or accepted if conditioned or limited so as to require use for other than the intent and purposes stated in the Trust, unless the Trustee first elects to apply for and receives prior approval from the Court.

ARTICLE IX: INDEMNIFICATION & INSURANCE

Section 1: Indemnification

As permitted by the Amended Trust Article 7.13, tThe Trustee may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the trust) by reason of the fact that he or she is or was a member, officer, employee, or agent of the Trust or Commission, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Commission and, with respect to any criminal action or

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BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 2: Determination of Conduct

Any indemnification under this Article (unless ordered by a court) shall be made by the Trustee only as authorized in the specific case, upon a determination that indemnification of the member, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 1 of this Article. Such determination shall be made by the Trustee.

Section 3: Insurance

As permitted by the Amended Trust Article 7.12, the Trustee shall, if such coverage is available, purchase and maintain insurance on behalf of any person who is serving as a Commissioner, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such.

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ARTICLE X: AMENDMENT OF BYLAWS

Section 1: Bylaw Review & Amendment

The Bylaws shall be reviewed periodically by the Commission who shall make recommendations for changes and amendments to the Trustee. The Trustee shall have sole discretion to alter or amend these Bylaws, according to the Amended Trust Article 5.3.

CERTIFICATE OF ADOPTION OF BYLAWS

I do hereby certify that the above stated Bylaws of the John M. Scott Healthcare Commission were approved by the Trustee on _____, 2020 and constitutes a complete copy of the Bylaws of the commission.

Attest:

_____Leslie Smith-YocumCherry-Lawson, City Clerk

PREPARED BY: Thomas E. HerrDunn Law Firm, LLP 1001 N. Main St., Suite A Bloomington, IL 61701
Telephone: 309-828-6241 Fax: 309-828-8321



CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: May 24, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of Neptune Water Meters and related accessories from Ferguson Enterprises, as a limited source, for the FY 2022 Water Meter Installation Program, in the amount not to exceed \$1,000,000, 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 utilizing a limited source justification to purchase Neptune Water Meters and related accessories from Ferguson Enterprises in the amount not to exceed \$1,000,000.

Water metering technology varies greatly from one manufacturer to another as different technology and proprietary components are used, particularly in the areas of communication of meter reading information. At this point, the reading equipment and interactivity with the utility billing software makes it extremely difficult and cost-prohibitive to invest in more than one type of meter. Simply put, different brands of water meters do not communicate well, if at all, with one another.

Therefore, many utilities have settled upon a particular brand of meter and negotiated the price of the water meters and the related accessories. City Council action on February 28, 2005 (Resolution 2005-33) specifically identified Neptune as the manufacturer of water meters to be used by the City. The City cannot competitively bid water meters of different brands and integrate them into the existing system. Ferguson Waterworks is the only distributor of Neptune products in this region. The Water Division compared prices from FY 2021 and FY 2022 and found the average increase for meters from Ferguson Enterprises is four percent for FY 2022. See attached for additional information related to item price increases.

In August 2019, the Meter Services Section prepared a program evaluation describing the current water meter program and proposed improvements to the program. In addition to the current program, the evaluation includes current meter statistics, the American Water Works Association Water Audit process, and meter sizing practices. Staff evaluated the

current program and investigated six alternatives to improve the current program.

The proposed meter program is based on staff input, Neptune's Statistical Evaluation for Enhancement of Revenue data, and meter data, gathered annually, using a three-pronged approach, including (1) a 15-year meter change out program, (2) an emphasis on expedited replacement of turbine and compound meters, and (3) meters with lead content between 0.26 percent and eight percent.

The program also includes the purchase of compound meters, which uses the approach of combining two metering technologies. In this type of meter, a positive displacement chamber measures low flow, while a turbine chamber records high flow. These meters are an ideal choice for facilities that experience rapid and wide fluctuations in water demand, such as hospitals, universities, residential complexes, manufacturing facilities, or processing facilities. In addition, the division will be purchasing MACH 10 solid state ultrasonic water meters which feature no moving parts, ensuring continued accuracy and performance over the life of the meter and maximum revenue generation. Its high-resolution measurement allows you to accurately capture extremely low flow rates without wear on the meter.



City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The purchase is a priority, because replacement water meters are necessary to continue the annual water meter replacement program, which ensures meters are reading accurately allowing the collection of an accurate amount of consumption-based revenue.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

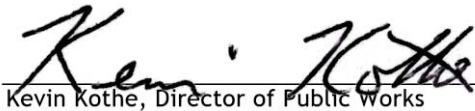
FINANCIAL IMPACT: If approved, up to \$1,000,000 will be spent on meters in FY 2022. Funds totaling \$1,000,000 are included in the FY 2022 Proposed Budget under Water Meter Services-Meters account (50100150-71730). Stakeholder can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 90.

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

Respectfully submitted for Council consideration.

Prepared by: Nick O'Donoghue, Superintendent of Meter Services

Reviewed by:


Kevin Kothe, Director of Public Works

5/11/2021


Carla Murillo, Procurement Manager

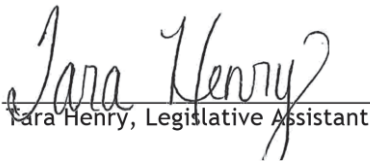
5/12/2021


Chris Tomerlin, Budget Manager

5/13/2021


Jeffrey R. Jurgens, Corporation Counsel

5/18/2021


Tara Henry, Legislative Assistant

5/19/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 4B LSJF FY22 Water Meter Installation Program 05242021
- PW 4C LSJ Letter FY22 Water Meter Installation Program 05242021
- PW 4D Quote FY22 Water Meter Installation Program 05242021
- PW 4E Price Changes FY22 Water Meter Installation Program 05242021

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Ferguson Enterprises 1227	Amount: \$1,000,000	Date: 5/24/21
--	---------------------	---------------

Description of item/services: Purchase of Neptune Water Meters and Related Accessories

Justification: Water metering technology varies greatly from one manufacturer to another as different technology and proprietary components are used, particularly in the areas of communication of meter reading information. Therefore, the City cannot competitively bid water meters and associated accessories of different brands and integrate them into the existing system. The City embraced the emerging technology of radio frequency (RF) transmitting data collectors on water meters through City Council action, Resolution 2005-33, on February 28, 2005, specifically identifying Neptune as the manufacturer of water meters to be used by the City. The Water Division of the Public Works Department has been installing RF transmitting data collectors on its water meters since that time and is approximately 99% deployed. Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune R900 Gateway Antennas, RF meter reading equipment, water meters, meter interface units, and parts.

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

Kevin Kothe



5/12/2021

(Name and Signature of Department Director or Designee)

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,
I concur ☒ do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



5/12/2021

Name and Signature of Purchasing Agent or Designee

Date



NEPTUNE
TECHNOLOGY GROUP

May 5, 2021

Nick O'Donoghue

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

Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune® RF meter reading equipment, Neptune water meters, Meter Interface Units and parts.

Ferguson is authorized by Neptune to submit an offer for Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local Ferguson representative T. J. Rodebaugh at 815-341-4772, your local Neptune representative Pat Prasifka, at 334-391-6128, or Neptune's bid department at 334-283-6555.

Sincerely,

Lawrence M. Russo
VP, Finance

LMR/vlg



FERGUSON WATERWORKS #2521
1720 STATE ST
DEKALB, IL 60115-2617

Phone: 815-756-2800
Fax: 815-756-2877

Deliver To:
From: Tj Rodebaugh
Comments:

16:44:25 MAY 04 2021

Page 1 of 2

FERGUSON WATERWORKS #2516

Price Quotation
Phone: 815-756-2800
Fax: 815-756-2877

Bid No: B150504
Bid Date: 05/04/21
Quoted By: TJR

Cust Phone: 309-434-2334
Terms: NET 10TH PROX

Customer: CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Cust PO#: VERBAL NICK

Job Name: 2021-22 MTR PRICING

Item	Description	Quantity	Net Price	UM	Total
	T10 METERS INSIDE SET				
NED2A11RPDF11	LF 5/8 T10 MTR P/C R900I CF	1	246.540	EA	246.54
NED2B11RPDF11	LF 5/8X3/4 T10 MTR P/C R900I CF	1	246.540	EA	246.54
NED2C11RPDF11	LF 3/4 T10 MTR P/C R900I CF	1	318.930	EA	318.93
NED2D11RPDF11	LF 3/4 SL T10 MTR P/C R900I CF	1	318.930	EA	318.93
NED2F11RPDF11	LF 1 T10 MTR P/C R900I CF	1	413.680	EA	413.68
NED2H11RPDF11	LF 1-1/2 T10 MTR P/C R900I CF	1	793.280	EA	793.28
NED2J11RPDF11	LF 2 T10 MTR P/C R900I CF	1	928.460	EA	928.46
	COMPOUNDS				
NEC2ARPWF11	2 T/F CMPD MTR P/C R900I V4 CF PIT	1	2126.460	EA	2126.46
NEC3BRPWF11	3 T/F CMPD MTR P/C R900I V4 CF PIT	1	3442.030	EA	3442.03
NEC3CRPWF11	4 T/F CMPD MTR P/C R900I V4 CF PIT	1	4379.610	EA	4379.61
NEC3DRPWF11	6 T/F CMPD MTR P/C R900I V4 CF PIT	1	6758.970	EA	6758.97
	TURBINE				
NET4ARPWF11	2 HP TURB MTR P/C R900I V4 CF PIT	1	1047.860	EA	1047.86
NET4BRPWF11	3 HP TURB MTR P/C R900I V4 CF PIT	1	1752.140	EA	1752.14
NET4CRPWF11	4 HP TURB MTR P/C R900I V4 CF PIT	1	1977.780	EA	1977.78
	REGISTERS T/T PIT				
NRPW3F21	REG 3 T/T P/C R900I CF PIT	1	226.280	EA	226.28
NRPW3F31	REG 4 T/T P/C R900I CF PIT	1	226.280	EA	226.28
NRPW3F41	REG 6 T/T P/C R900I CF PIT	1	226.280	EA	226.28
	REGISTERS HPT PIT				
NRPW5F11	REG 2 HPT P/C R900I V4 CF PIT	1	226.280	EA	226.28
NRPW5F31	REG 4 HPT P/C R900I V4 CF PIT	1	226.280	EA	226.28
	REGISTERS INSIDE SET				
NRPD2F11	REG 5/8 T10 P/C R900I CF	1	214.870	EA	214.87
NRPD2F21	REG 3/4 T10 P/C R900I CF INSIDE	1	214.870	EA	214.87
NRPD2F31	REG 1 T10 P/C R900I CF INSIDE	1	214.870	EA	214.87
NRPD2F41	REG 1-1/2 T10 P/C R900I CF INSIDE	1	214.870	EA	214.87
	REGISTERS PIT				



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2521&on=4931>

Fax: 815-756-2877

16:44:25 MAY 04 2021

Reference No: B150504

Item	Description	Quantity	Net Price	UM	Total
NRPW2F11	REG P/C R900I V4 CF 5/8 T10 PIT	1	226.280	EA	226.28
NRPW2F21	REG P/C R900I V4 CF 3/4 T10 PIT	1	226.280	EA	226.28
NRPW2F31	REG P/C R900I V4 CF 1 T10 PIT	1	226.280	EA	226.28
NRPW2F41	REG P/C R900I V4 CF 1-1/2 T10 PIT	1	226.280	EA	226.28
NRPW2F51	REG P/C R900I V4 CF 2 T10 PIT 1", 1 1/2, 2 MACH 10 MTRS	1	226.280	EA	226.28
NEU1F2F1	1 MACH10 R900I CF *X	1	450.080	EA	450.08
NEU2B2F1	1-1/2 MACH10 R900I CF 10 LL *X	1	938.050	EA	938.05
NEU2A2F1	1-1/2 MACH10 R00I CF 13LL *X	1	938.050	EA	938.05
NEU2F2F1	2 MACH10 R900I CF 10 LL *X	1	1115.040	EA	1115.04
NEU2G1F1	2 MACH10 CF 15-1/4 LL *X	1	1115.040	EA	1115.04
NEU2E2F1	2 MACH10 R900I CF 17LL *X C & I 3-6 MACH 10 METERS	1	1115.040	EA	1115.04
NEU3A2F1	3" MACH 10, R900I, 12" LENGTH C/F	1	3123.300	EA	3123.30
NEU3B2F1	3" MACH 10, R900I, 17" LENGTH C/F	1	3201.600	EA	3201.60
NEU3C2F1	4" MACH 10, R900I, 14" LENGTH C/F	1	3967.200	EA	3967.20
NEU3D2F1	4" MACH 10, R900I, 20" LENGTH C/F	1	4071.600	EA	4071.60
SP-NEU3E2F1	6 MACH10 R900I CF 18 LL	1	6608.700	EA	6608.70
SP-NEU3F2F1	6 MACH10 R900I CF 24 LL PROTECTUS SS	1	6765.220	EA	6765.22
NEP7C1RPWF11	4 SS PROTECTUS P/C R900I CF T10 BYP	1	10340.800	EA	10340.80
NEP7D1RPWF11	6 SS PROTECTUS P/C R900I CF T10 BYP	1	14400.380	EA	14400.38
N13302100	R900 BELT CLIP TRANSCEIVER V3	1	3289.080	EA	3289.08
Net Total:					\$89312.67
Tax:					\$0.00
Freight:					\$0.00
Total:					\$89312.67

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

City Manager Tim Gleason Approval

Date Signed



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2521&on=4931>

FERGUSON WATERWORKS				
TOP 10 MOST PURCHASED ITEMS AS OF 5/5/21				
ITEM NAME	FY21	FY22	% CHANGE	
LF 5/8 T10 MTR V4 R900I CF	\$239.35	\$246.54	3.00%	
REG 5/8 T10 V4 R900I CF INSIDE	\$239.35	\$246.54	3.00%	
LF 3/4 T10 MTR V4 R900I CF	\$309.64	\$318.93	3.00%	
REG 3/4 T10 V4 R900I CF INSIDE	\$205.17	\$214.87	4.73%	
2 HP T/F CMPD MTR V4 R900I CF PIT	\$2,064.53	\$2,126.46	3.00%	
LF 1 T10 MTR V4 R900I CF	\$388.57	\$413.68	6.46%	
REG 1 T10 V4 R900I CF INSIDE	\$205.17	\$214.87	4.73%	
3 HP T/F CMPD MTR V4 R900I CF PIT	\$3,300.87	\$3,442.30	4.28%	
4 HP T/F CMPD MTR V4 R900I CF PIT	\$4,200.00	\$4,379.61	4.28%	
6 HP T/F CMPD MTR V4 R900I CF PIT	\$6,535.34	\$6,758.97	3.42%	



CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: May 24, 2021

SPONSOR: Information Technology Department and Police Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Annual Maintenance and Support Payment in the amount of \$134,621.56 with Tyler Technologies, as a limited source, for the computer-aided dispatch solution used by the Police and Fire Departments, as requested by the Information Technology Department and the Police Department.

RECOMMENDED MOTION:

The proposed Payment be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City has partnered with Tyler Technologies since 2005 to provide a computer-aided dispatch solution for use by the Police and Fire Departments. The computer-aided dispatch system is the key component of the Police and Fire Dispatch Center. The system assigns, tracks, and maintains the status of Police, Fire, and Emergency Medical Personnel in the City. This agreement provides critical 24/7 support and maintenance of the system. It includes updates and enhancements to the product for the term of the agreement. Tyler Technologies merged with New World Systems (NWS) and is the only authorized entity to maintain the NWS software including the provision of software update and support. This agreement covers from May 1, 2021 to April 30, 2022.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The purchase is a priority because it provides the dispatch solution needed for City emergency services. The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2022 Budget under the Police Communications Center-Repair/Maintenance Office & Computer Equipment account (10015118-70530). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Budget Overview & General Fund" on page 194.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Craig McBeath, Director of Information Technology

Reviewed by:



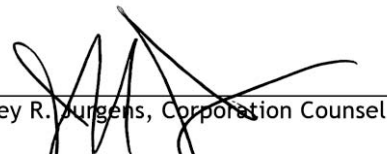
Carla Murillo, Procurement Manager

5/12/2021



Chris Tomertin, Budget Manager

5/13/2021



Jeffrey R. Jurgens, Corporation Counsel

5/18/2021



Tara Henry, Legislative Assistant

5/20/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- IT 1B Tyler CAD Renewal 2021
- IT 1C Tyler CAD Renewal 2021 LSJF



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

Invoice

Invoice No	Date	Page
130-119697	04/01/2021	1 of 2

Questions:

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

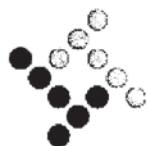


Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

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

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41401 -MAIN -MAIN	13886		USD	NET45	05/16/2021

Date	Description	Units	Rate	Extended Price
Contract No.: BLOOMINGTON, IL				
	Additional New World MSP for CAD Standard Maintenance- BOLOs	1	3,245.30	3,245.30
	Maintenance Start: 01/May/2021, End: 30/Apr/2022			
	Additional New World MSP for CAD Standard Maintenance - CAD AVL	1	1,988.81	1,988.81
	Maintenance Start: 01/May/2021, End: 30/Apr/2022			
	New World MSP Combined LE/Fire/EMS CAD Standard Maintenance	1	31,055.21	31,055.21
	Maintenance Start: 01/May/2021, End: 30/Apr/2022			
	New World MSP Third Party CAD Interface Standard Maintenance - E-911 Interface	1	3,245.30	3,245.30
	Maintenance Start: 01/May/2021, End: 30/Apr/2022			
	New World MSP Third Party CAD Interface Standard Maintenance - Fire Records Interface	1	6,490.60	6,490.60
	Maintenance Start: 01/May/2021, End: 30/Apr/2022			
	New World MSP Third Party CAD Interface Standard Maintenance -New World State/NCIC Interface	1	6,129.30	6,129.30
	Maintenance Start: 01/May/2021, End: 30/Apr/2022			
	New World MSP Third Party CAD Interface Standard Maintenance - Pre-Arrival Questionnaire Interface	1	3,245.30	3,245.30
	Maintenance Start: 01/May/2021, End: 30/Apr/2022			
	Additional New World MSP for CAD Standard Maintenance - Web CAD Monitor	1	7,211.05	7,211.05
	Maintenance Start: 01/May/2021, End: 30/Apr/2022			
	Dashboards for Law Enforcement Standard Maintenance	1	3,093.22	3,093.22
	Maintenance Start: 01/May/2021, End: 30/Apr/2022			
	Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 10+ users	1	3,977.62	3,977.62
	Maintenance Start: 01/May/2021, End: 30/Apr/2022			
	New World AVL Mapping Server Standard Maintenance	1	3,583.96	3,583.96
	Maintenance Start: 01/May/2021, End: 30/Apr/2022			
	New World Base CAD/NCIC/Messaging Standard Maintenance	1	0.00	0.00
	Maintenance Start: 01/May/2021, End: 30/Apr/2022			
	New World AVL Interface Standard Maintenance	1	3,881.63	3,881.63
	Maintenance Start: 01/May/2021, End: 30/Apr/2022			
	New World Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(51-100 Units)	1	17,917.63	17,917.63
	Maintenance Start: 01/May/2021, End: 30/Apr/2022			
	Additional New World Standard Maintenance for RS/6000 Message Switch - New World CAD Interface (51-100 units)	1	3,881.63	3,881.63
	Maintenance Start: 01/May/2021, End: 30/Apr/2022			
	New World Fire Mobile Unit Standard Maintenance - Fire CAD via Switch	1	3,583.96	3,583.96
	Maintenance Start: 01/May/2021, End: 30/Apr/2022			
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Mapping	1	2,866.74	2,866.74



tyler
technologies

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

Invoice

Invoice No	Date	Page
130-119697	04/01/2021	2 of 2

Questions:

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

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

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

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41401 - MAIN - MAIN	13886		USD	NET45	05/16/2021

Date	Description	Units	Rate	Extended Price
Maintenance Start: 01/May/2021, End: 30/Apr/2022				
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE CAD via Switch	1	7,166.84	7,166.84
Maintenance Start: 01/May/2021, End: 30/Apr/2022				
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Dispatch/Messaging/LE State/NCIC via Switch	1	4,777.90	4,777.90
Maintenance Start: 01/May/2021, End: 30/Apr/2022				
	New World AVL Interface Standard Maintenance	1	4,300.11	4,300.11
Maintenance Start: 01/May/2021, End: 30/Apr/2022				
	New World Mobile on MSP Server Integration Standard Maintenance - AVL CAD Interface (51-100 units)	1	3,881.63	3,881.63
Maintenance Start: 01/May/2021, End: 30/Apr/2022				
	New World Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base CAD/RMS Interface (51-100 units)	1	3,285.20	3,285.20
Maintenance Start: 01/May/2021, End: 30/Apr/2022				
	New World Third Party Maintenance - ArcGIS Standard Enterprise Server Integration	1	477.79	477.79
Maintenance: Start: 01/May/2021, End: 30/Apr/2022				
	New World Third Party Maintenance - CAD Workstations Integration	1	0.00	0.00
Maintenance: Start: 01/May/2021, End: 30/Apr/2022				
	New World Third Party Maintenance - Mobile In-Car Mapping Integration	1	1,791.39	1,791.39
Maintenance: Start: 01/May/2021, End: 30/Apr/2022				
	New World Maintenance - PSMA	1	1,560.00	1,560.00
Maintenance: Start: 01/May/2021, End: 30/Apr/2022				
	ShieldForce - LE Dispatch with Advanced Mapping - Maintenance	1	310.96	310.96
Maintenance: Start: 01/May/2021, End: 30/Apr/2022				
	Encoder Interface - Maintenance	1	1,572.48	1,572.48
Maintenance: Start: 01/May/2021, End: 30/Apr/2022				
	CrewForce - Fire Dispatch - Maintenance	1	100.00	100.00
Maintenance: Start: 01/May/2021, End: 30/Apr/2022				

City Manager Tim Gleason Approval

Date Signed

ATTENTION

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

Subtotal	134,621.56
Sales Tax	0.00
Invoice Total	134,621.56

LIMITED SOURCE JUSTIFICATION

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

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Tyler Technologies Inc
#2002

Amount: \$ 134,621.56

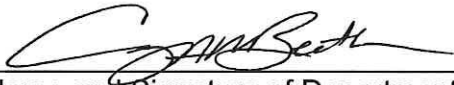
Date: 5/05/2021

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

Justification:

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

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



(Name and Signature of Department Director or Designee)

5/12/2021

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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

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

Do not concur for the following reason(s):



Name and Signature of Purchasing Agent or Designee

5/12/2021

Date



CONSENT AGENDA ITEM NO. 8.H

FOR COUNCIL: May 24, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the 2021 Supportive Housing Program/Continuum of Care Grant Agreements (IL0283L5T122012, IL0289L5T122013, IL0288L5T122013), in the amount of \$260,963 with the US Department of Housing and Urban Development, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Agreements be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: The City has served as the fiscal agent for the McLean County Continuum of Care for more than a decade. In this role, the Grants Coordinator undertakes fiscal monitoring and oversight of the City's Continuum of Care Grants. Providing Access To Help (PATH) serves as the lead agency for the Continuum, overseeing the general management of the Continuum. The US Department of Housing Development (HUD) provides competitive grant funds to support the work of the Continuum and its program partners through a variety of grant opportunities. On behalf of the City, PATH applied to HUD for three grant funding opportunities for 2021. All three requests have been funded and the associated grant agreements are being presented for Council approval.

IL0283L5T122012 (Families and Individuals with Disabilities): The City has partnered on this project with PATH and other partner agencies for more than a decade to provide supportive services in the form of case management, counseling, child care and moving assistance to those at risk of becoming homeless or currently experiencing homelessness. The 2021 program partners are Children's Home and Aid, Partners for Community, and PATH. The 2021 Families and Individuals with Disabilities grant award in the amount of \$98,544.00 will run from May 1, 2021 to April 30, 2022.

IL0289L5T122013 (McLean County Core Services): The City has partnered on this project with both PATH and Salvation Army for more than a decade to provide supportive services in the form of case management, outreach services and employment assistance to those at risk of becoming homeless or currently experiencing homelessness. The 2021 McLean County Core Services grant award in the amount of \$136,706.00 will run from June 1, 2021 to May 31, 2022.

IL0288L5T122013 (Shelter Plus Care): Through the Shelter Plus Care grant, the City partners with Mid Central Community Action (MCCA) and the Housing Authority of Bloomington (BHA) to provide rental assistance at five units at Mayor's Manor. Mayor's Manor, operated by MCCA, is a permanent supportive housing facility that offers services to help residents maintain housing, economic independence and stability. The majority of units at Mayor's Manor require residents to meet HUD's definitions for both homeless and disabled and meet income guidelines. The 2021 Shelter Plus Care grant award in the amount of \$25,713 will run from January 1, 2021 to December 31, 2022.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Continuum of Care membership; PATH; Salvation Army; Children's Home and Aid, Partners for Community; Bloomington Housing Authority; and Mid Central Community Action.

FINANCIAL IMPACT: Failure to submit the executed agreements would result in the loss of \$260,963 in federal funding and reduce services to individuals at risk of becoming homeless or currently experiencing homelessness. The City's General Fund will be reimbursed up to \$6,427 for grant administration in FY 2022.

COMMUNITY DEVELOPMENT IMPACT: Goals CWB-1: End chronic homelessness and reduce the severity of situational homelessness and CWB-1.1b: Continue to increase focus on prevention of homeless by making funds available that would alleviate the need for emergency shelter for families and individuals with income <80% of AMI (Area Median Income).

(Note: Per HUD guidelines, 80% of AMI for a household of one is \$52,200 per year. 80% of AMI for a household of four is \$74,550 per year.)

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by:


Melissa Holt, Economic and Community Development Director

5/14/2021


Chris Tomertin, Budget Manager

5/17/2021

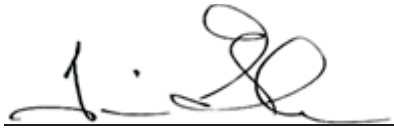

Jeffrey R. Jurgens, Corporation Counsel

5/18/2021


Tara Henry, Legislative Assistant

5/20/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 4B IL0283L5T122012 City of Bloomington
- E&CD 4C IL0288L5T122013 City of Bloomington (Shelter Plus Care)
- E&CD 4D IL0289L5T122013 City of Bloomington



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

Grant Number (FAIN): IL0283L5T122012
Tax ID Number: 37-6001563
DUNS Number: 060864170

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

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

This Agreement, the use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act"), the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD's total funding obligation for this grant is \$98,544, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
IL0283L5T122012	12	5/01/2021 - 4/30/2022	\$98,544

allocated between budget line items as follows:

a. Continuum of Care planning activities	\$0
b. Leasing	\$0
c. Rental assistance	\$0
d. Supportive Services	\$66,086
e. Operating costs	\$0
f. Homeless Management Information System	\$23,500
g. Administrative costs	\$8,958
h. Relocation costs	\$0
i. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$0
Short-term and medium term rental assistance	\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the start date of the award budget period/performance period, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

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

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

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

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

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

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

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

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

velopment



April 27, 2021

(Date)

RECIPIENT

City of Bloomington

(Name of Organization)

By:

(Signature of Authorized Official)

Tim Gleason, City Manager

(Typed Name and Title of Authorized Official)

(Date)

INDIRECT COST RATE SCHEDULE

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
	%	
	%	
	%	
	%	

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

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

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

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

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

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 060864170

ENTITY	CITY OF BLOOMINGTON	Status: Active
DUNS: 060864170	+4:	CAGE Code: 3UTR4 DoDAAC:
Expiration Date: 11/20/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 109 E OLIVE ST		
City: BLOOMINGTON	State/Province: ILLINOIS	
ZIP Code: 61701-5217	Country: UNITED STATES	



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

Grant Number (FAIN): IL0288L5T122013
Tax ID Number: 37-6001563
DUNS Number: 060864170

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

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

This Agreement, the use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”), the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD’s total funding obligation for this grant is \$25,713, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
IL0288L5T122013	12	1/01/2021 - 12/31/2021	\$25,713

allocated between budget line items as follows:

a. Continuum of Care planning activities	\$0
b. Leasing	\$0
c. Rental assistance	\$24,840
d. Supportive Services	\$0
e. Operating costs	\$0
f. Homeless Management Information System	\$0
g. Administrative costs	\$873
h. Relocation costs	\$0
i. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$0
Short-term and medium term rental assistance	\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the start date of the award budget period/performance period, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

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

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

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

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

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

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

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

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

By:



(Signature)

Donald Kathan, Director

(Typed Name and Title)

May 10, 2021

(Date)

RECIPIENT

City of Bloomington

(Name of Organization)

By:

(Signature of Authorized Official)

Tim Gleason, City Manager

(Typed Name and Title of Authorized Official)

(Date)

INDIRECT COST RATE SCHEDULE

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
	%	
	%	
	%	
	%	

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

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

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

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SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 060864170

ENTITY	CITY OF BLOOMINGTON	Status: Active
DUNS: 060864170	+4:	CAGE Code: 3UTR4 DoDAAC:
Expiration Date: 11/20/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 109 E OLIVE ST		
City: BLOOMINGTON	State/Province: ILLINOIS	
ZIP Code: 61701-5217	Country: UNITED STATES	



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

Grant Number (FAIN): IL0289L5T122013
Tax ID Number: 37-6001563
DUNS Number: 060864170

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

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Only the project (those projects) listed below are funded by this Agreement. HUD's total funding obligation for this grant is \$136,706, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
IL0289L5T122013	12	06/01/2021 - 5/31/2022	\$136,706

allocated between budget line items as follows:

a. Continuum of Care planning activities	\$0
b. Leasing	\$0
c. Rental assistance	\$0
d. Supportive Services	\$127,786
e. Operating costs	\$0
f. Homeless Management Information System	\$0
g. Administrative costs	\$8,920
h. Relocation costs	\$0
i. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$0
Short-term and medium term rental assistance	\$0

Pre-award Costs for Continuum of Care Planning

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

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

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

By:



(Signature)

Donald Kathan, Director

(Typed Name and Title)

April 27, 2021

(Date)

RECIPIENT

City of Bloomington

(Name of Organization)

By:

(Signature of Authorized Official)

Tim Gleason, City Manager

(Typed Name and Title of Authorized Official)

(Date)

INDIRECT COST RATE SCHEDULE

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
	%	
	%	
	%	
	%	

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

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

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 060864170

ENTITY	CITY OF BLOOMINGTON	Status: Active
DUNS: 060864170	+4:	CAGE Code: 3UTR4 DoDAAC:
Expiration Date: 11/20/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 109 E OLIVE ST		
City: BLOOMINGTON	State/Province: ILLINOIS	
ZIP Code: 61701-5217	Country: UNITED STATES	



CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: May 24, 2021

SPONSOR: Information Technology Department and Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a three-year Agreement for the Annual Maintenance and Support Payment in the amount of \$69,237.50 with Active Network, for the Recreation, Registration and Payment Management Solution used by the Parks and Recreation Department, as requested by the Information Technology Department and the Parks, Recreation and Cultural Arts 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: The Active Network, MaxGalaxy software solution is used by the Parks, Recreation, and Cultural Arts Department to manage day-to-day operations for program management, class registration, facility rental, pool passes, and retail point of sale in multiple locations. This software solution is critical to Parks daily operations and must be kept under a maintenance contract to provide updates and technical support as needed. This annual maintenance is only available through Active Network directly. This agreement includes the migration from the MaxGalaxy Platform to the parent company, the Active Network platform. This required migration is due to our existing MaxGalaxy platform no longer being supported after October 2021. The annual maintenance costs reflect those of our original agreement. The implementation cost for this upgrade is spread over the three-year agreement.

Year 1: \$23,079.17 (\$17,700 + \$5,379.17)

Year 2: \$23,079.17 (\$17,700 + 5,379.17)

Year 3: \$23,079.16 (\$17,700 + 5,379.16)

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The purchase is a priority because it provides the dispatch solution needed for City emergency services. The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2022 Budget under the Information Technology-Repair/Maintenance Office & Computer Equipment account (10011610-70530). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled “Budget Overview & General Fund” on page 138.

COMMUNITY DEVELOPMENT IMPACT: N/A

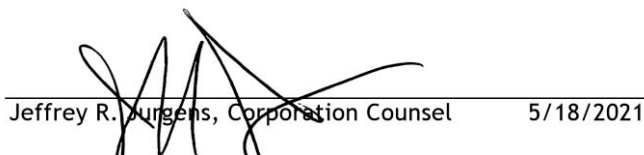
Respectfully submitted for Council consideration.

Prepared by: Craig McBeath, Director of Information Technology

Reviewed by:


Craig McBeath, Director of Information Technology 5/17/2021


Chris Tomerlin, Budget Manager 5/18/2021


Jeffrey R. Jurgens, Corporation Counsel 5/18/2021


Tara Henry, Legislative Assistant 5/20/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- IT 2B Bloomington City of Sole Source Letter 05-14-21 (BLM) Clean - SIGNED
- IT 2C Bloomington IL - Parks Rec Dept_Active Net Migration_V2 SIGNED
- IT 2D ActiveNet_General Terms of Use



717 North Harwood Street
Suite 2500
Dallas, TX 75201
ACTIVEnetwork.com

May 14, 2021

City of Bloomington
Attn: Craig McBeath
Director of Information Technology
109 E. Olive St.
Bloomington, Illinois 61701
(309) 434-2257

Dear Craig,

This letter confirms that Active Network, LLC ("Active") is the sole source vendor for Active's software product, ACTIVENet. The ACTIVENet product is only available through Active, and Active is the owner or authorized licensor of all of the proprietary rights contained in the ACTIVENet product. Active does not market ACTIVENet through any other companies, distribution channels, or consultants.

If you have any questions or require additional information, please feel free to contact me at any time at 214-996-7813.

Best regards,

DocuSigned by:



042FAC5901474C9...

Vice President, Sales

WHAT'S YOUR *ACTIVE?*



Schedule

Company Address 717 North Harwood Drive, Suite 2500
Dallas, TX 75201
US

Created Date 5/12/2021
Quote Number 00117450
Currency USD

Prepared By Sharon Kramer
Opportunity Owner Fred Kreutzfeldt
Owner Email fred.kreutzfeldt@activenetwork.com

Contact Name Craig McBeath
Phone 1 (309) 434-2257
Email cmcbeath@cityblm.org

Bill To Name Bloomington, IL - Parks & Rec Dept
Bill To Contact Craig McBeath
Bill To Address 115 E Washington St
Bloomington, IL 61701 United States

Ship To Contact Craig McBeath
Ship To Address 115 E. Washington St.
Bloomington, IL 61701 United States
Total Processing Volume USD 2,241,651.28

Product	Product Type	Description	Quantity	Fee %	Total Price
ACTIVENet - (credit card refunds - flat fee)	SaaS		1		0.10
ACTIVENet - ACH Remittance- Every 1 week	Service		1		
ACTIVENet - Annual Subscription Fee	SaaS		1		17,700.00
ACTIVENet - Credit Card Processing Fee (%)	SaaS		1	3.00	
ACTIVENet - Functionality: Activity Registration	SaaS		1		
ACTIVENet - Functionality: Camps	SaaS		1		
ACTIVENet - Functionality: Equipment Lending & POS	SaaS		1		
ACTIVENet - Functionality: Facility Reservation	SaaS		1		
ACTIVENet - Functionality: League Scheduling	SaaS		1		
ACTIVENet - Functionality: Memberships	SaaS		1		
ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Migration Loyalty Rates for first term of contract for U.S. organizations exceeding \$30,000,000 in annual revenue through ACTIVE Net.	1	3.00	
ACTIVENet - Public Interface Fee Set up - absorbed by client	SaaS		1		
ACTIVENet - SaaS					
		ACTIVE Net Service Package STANDARD 6 consists of the following Services: • remote business process review • remote functionality review & data collection preparation • remote data collection review			



Schedule

ACTIVENet - Service Package Standard 6	Service	• remote data entry (system inventory and policy controls) • remote user testing • LMS training • remote supplemental training • remote Go Live preparation • remote go live support • remote hardware configuration • remote system optimization training The scope of Services is contained to the 6 functionalities of choice	1		13,337.50
ACTIVENet - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS		1	0.50	
ACTIVENet - Support Advanced Package	Maintenance	Support package for organizations migrating to ACTIVE Net.	1		
ACTIVENet - Technical Services: Customer Import	Service	ACTIVE Net Technical Services: Customer Import consists of the following Services: • remote configuration, testing & training	1		1,400.00
ACTIVENet - Technical Services: Financial Export	Service	ACTIVE Net Technical Services: Financial Export consists of the following Services: • remote configuration, testing & training	1		1,400.00

Service Total 16,137.50

Total Price USD 33,837.50

Service costs will be billed in (3) annual installments effective at Go-Live date, payable within 30 days of the date of invoice.

Year 1 = \$5,379.17

Year 2 = \$5,379.17

Year 3 = \$5,379.16

Annual Projected Contract Value USD 17,700.00

Active reserves the right, and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

If your order includes hardware, please note that all hardware orders have a 30-day return policy, and it is recommended that you inspect your purchases upon delivery.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

By signing this Schedule, you agree to the terms and conditions governing your use of the Software and Services as set forth at:

General Terms - <http://www.activenetwork.com/general-terms>

Product Terms - <http://www.activenetwork.com/membership-terms>

Third Party Hardware Product Attachment - <http://www.activenetwork.com/thirdpartyhardware-terms>



Schedule

Client

Signature:

Name:

Title:

Date:

PO# (if applicable):

Active Network, LLC

DocuSigned by:

Signature:

Name:

Randy Skemp

Title:

Vice President, Sales

Date:

5/18/2021 | 3:12 PM CDT

Products and Services General Terms

Your relationship with Active and your use of Active's products and services (including your licensing of Active's SaaS and/or Desktop Software, your use of Services, and/or your purchase or leasing of Hardware) are subject to the terms and conditions set forth herein and are between you and Active. Capitalized terms are defined in [Section 7](#) below, unless otherwise defined within the body of this Agreement, the applicable Product Attachment, or Schedule. In order to use the Products, you (referred to herein as "**Client**") must first agree to this Agreement. You represent and warrant that you have the necessary and full right, power, authority, and capability to accept this Agreement, to bind your organization, and to perform your obligations hereunder. You can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to you by Active in the user interface for any Product; (b) where a link to this Agreement appears in an order form, Schedule, or other document provided to you by Active, by signing such document; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually using the Products. In the case of (d), you understand and agree that Active will treat your use of the Products as acceptance of this Agreement from that point onwards. You may not use the Products and may not accept this Agreement if (i) you are not of legal age to form a binding contract with Active, or (ii) you are a person barred from receiving the Products under the laws of the United States or other countries, including the country in which you are a resident or from which you use the Products. You may not use the Products if you do not accept this Agreement. By accepting this Agreement, you agree as follows:

1. AGREEMENT STRUCTURE AND SCOPE.

1.1. General Terms and Incorporation of Product Terms. This Agreement establishes the general terms and conditions to which the parties have agreed to in order to facilitate the licensing of Software and the provision of Products. Additional Product-specific terms and conditions are set forth in one or more documents referenced in the applicable Schedule, each of which is incorporated herein (each, a "**Product Attachment**"). All references to the "**General Terms**" mean this document, exclusive of Product Attachments and Schedules.

1.2. Incorporation of Schedules. The parties may enter into new Schedules from time to time. Each Schedule incorporates the terms of these General Terms and the applicable Product Attachment.

1.3. Incorporation of EULAs. Client's use of any Third Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third Party EULA(s).

1.4. Affiliates. Client's Affiliates may order Products from Active (or one of Active's Affiliates) by entering into a Schedule. In the event that a Client Affiliate enters into a Schedule with Active (or an Affiliate of Active), reference in this Agreement to "**Client**" and "**Active**" will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

2. FINANCIAL TERMS.

2.1. Fees; Payment Terms; Currency. Fees, currency, and payment terms are specified in the applicable Schedule. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Active are due from Client within 30 days from either (a) the end of the remittance cycle during which the fees accrued (if related to registrations or transaction processing), or (b) the date of the applicable invoice. Past due fees will accrue interest at the lesser of the annual rate of 10% per annum or the maximum amount permitted by applicable law. In the event of any non-payment or delay in paying a fee, Client agrees to reimburse Active for any fees and expenses incurred in its collection efforts. Payment of fees is under no circumstances subject to or conditioned upon the delivery of future Products or functionality. Except as otherwise provided in a Schedule, Active may modify the fees once per calendar year upon 30 days' notice, provided that any such increase will not exceed 12.5% over the then-current transaction fees or 5% over the then-current subscription fees.

2.2. Taxes. The prices in this Agreement do not include Taxes. Client is responsible for and agrees to pay any and all Taxes. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any Schedule. Client is solely responsible for determining which, if any, Taxes apply to Client's use of the Products and for collecting, remitting, and

reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Products, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto.

3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION.

3.1. Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) all Protected Materials are licensed and not sold; (b) Client acquires only the right to use the Products in accordance with this Agreement, and Active and/or its licensors will retain sole and exclusive ownership of and all rights, title, and interests in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

3.2. Restrictions. Unless otherwise set forth in a EULA, Product Attachment, or Schedule, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes.

3.3. Enforcement. Client will (a) ensure that all users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

3.4. Intellectual Property Indemnification. Active agrees to defend, settle, and pay damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Client to the extent that such Claim is based upon Active's proprietary Products (excluding Third Party Products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement.

4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR

CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (I) THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE SCHEDULE GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF YOU RESIDE OUTSIDE OF THE U.S., THIS DOES NOT AFFECT ACTIVE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

4.2 TO THE EXTENT THIS AGREEMENT IS GOVERNED BY ENGLISH LAW, THE FOLLOWING APPLIES: ACTIVE IS LIABLE UNDER APPLICABLE STATUTORY PROVISIONS FOR INTENT AND GROSS NEGLIGENCE. THE SAME APPLIES TO ASSUMPTIONS OF GUARANTEES, STRICT LIABILITY, OR INJURY TO LIFE, LIMB, OR HEALTH. ACTIVE IS LIABLE FOR ANY NEGLIGENT BREACHES OF ESSENTIAL CONTRACTUAL OBLIGATIONS BY ACTIVE BUT THE AMOUNT SHALL BE LIMITED TO THE TYPICALLY OCCURRING FORESEEABLE DAMAGE. ANY ADDITIONAL LIABILITY OF ACTIVE IS EXCLUDED.

4.3 TO THE EXTENT THIS AGREEMENT IS GOVERNED BY AUSTRALIAN LAW, THE FOLLOWING APPLIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY CONDITION OR WARRANTY THE EXCLUSION OF WHICH COULD BE VOID OR OTHERWISE CONTRAVENE THE TRADE PRACTICES ACT 1974 (CTH) OR ANY OTHER APPLICABLE LAW ("NON EXCLUDABLE CONDITION"), ALL SOFTWARE AND SERVICES OF ACTIVE ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ANY NON-EXCLUDABLE CONDITION OR OTHERWISE AS CONTAINED IN THIS AGREEMENT, ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SPECIFICATIONS WILL MEET YOUR REQUIREMENTS. WHERE LEGISLATION IMPLIES INTO THIS AGREEMENT ANY NON-EXCLUDABLE CONDITION, ACTIVE'S LIABILITY FOR ANY BREACH OF SUCH NON-EXCLUDABLE CONDITION WILL BE LIMITED AT ACTIVE'S SOLE DISCRETION TO ONE OR MORE OF THE FOLLOWING: (1) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (II) THE REPAIR OF THE GOODS; (III) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (IV) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; (2) IN THE CASE OF SERVICES: (I) THE SUPPLYING OF THE SERVICES AGAIN; OR (II) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN. (B) ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFIT, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, ANTICIPATED SAVINGS OR COMPUTER FAILURE WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ACTIVE OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH LOSS OUGHT REASONABLY TO HAVE BEEN IN THE CONTEMPLATION OF THE PARTIES AT THE AGREEMENT DATE. DESPITE ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

4.4 FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING ACTIVE UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

5. TERM AND TERMINATION.

5.1. Term. The term of this Agreement will be set forth in the applicable Product Attachment.

5.2. Termination. Either party may terminate this Agreement, including any or all Product Attachments and Schedules executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable Product Attachment or Schedule, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 2 of these General Terms which will have a 10 day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the

United States Bankruptcy Code. Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Product Attachment or Schedule; provided however, that termination of a Product Attachment will automatically terminate all Schedules entered into pursuant to such Product Attachment. Product Attachments and Schedules that are not terminated will continue in full force and effect under the terms of these General Terms. Following termination of this Agreement or a Product Attachment (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Protected Materials and acknowledges that its rights to use the same are relinquished. Termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

6. GENERAL PROVISIONS.

6.1. U.S. Government Restricted Rights. The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

6.2. Suspension. Active will be entitled to suspend any or all Services or deactivate Client's account, including suspending its performance and obligation to remit payments hereunder, upon 10 days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement.

6.3. Force Majeure. Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a time equal to the time lost due to the delay so caused.

6.4. Assignment. Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Except as provided in an applicable Product Attachment, Client may not assign or transfer this Agreement without the prior written consent of Active.

6.5. Export; Anti-Bribery. The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of or provide access to any portion of the Products in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Products under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not and will not make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

6.6. Notices. Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in [Section 7](#) of these General Terms to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or 3 days after deposited in the mail sent certified or registered.

6.7. Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

6.8. Severability. If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired

thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

6.9. Survival. The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3.2, 4, 5.2, 6, and 7 of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

6.10. Amendments; No Waiver. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced.

6.11. Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to this Agreement will be binding unless it is in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client purchase order, business processing document, or on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

6.12. No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

6.13 Governing Law and Venue. Except as set forth below, this Agreement will be governed by the laws of the State of Texas, without giving effect to the conflict of law provisions thereof. The parties irrevocably agree that any legal action or proceeding relating to this Agreement will be instituted only in any state or federal court in Dallas County, Texas. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Notwithstanding the above, for purposes of this Agreement, certain of the terms and conditions will vary depending on the location of the Client. If a country or term is not specified below, then the Governing Law and Venue set forth above shall apply.

If your principal place of business is in:	The governing law is:	The courts having exclusive jurisdiction are:
Canada	Province of British Columbia	Province of British Columbia
United Kingdom, Ireland, Germany, France, or Austria	England	England
Singapore	Singapore	Singapore
New Zealand	England	England
Hong Kong	Hong Kong	Hong Kong
Australia	New South Wales	Sydney, New South Wales
Switzerland	England	England
Denmark	England	England
Netherlands	England	England
Spain	England	England
Sweden	England	England

6.14 Order of Precedence. To the extent any terms and conditions of these General Terms conflict with the terms and conditions of any Product Attachment, the provisions of the Product Attachment will control. To the extent any provision of these General Terms or any Product Attachment conflict with the provisions of a Third Party EULA, the Third Party EULA will control. In the event of a conflict between a Schedule and these General Terms or the applicable Product Attachment, the General Terms or the applicable Product Attachment (as applicable) will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule.

6.15 Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of

this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

6.16 Counterparts. These General Terms and each Product Attachment, Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.

6.17 Remedies Cumulative; Injunctive Relief. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

7. DEFINITIONS.

"Active" means Active Network, LLC, with a principal place of business at 717 N. Harwood St., Suite 2500, Dallas, TX, 75201, together with its Affiliates, or, if your principal place of business is in Canada, Active Network Ltd., with a principal place of business at 2925 Virtual Way, Unit 310, Vancouver BC V5M 4X5.

"Affiliates" of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

"Agreement" means these General Terms, together with all Product Attachments and Schedules accepted by the parties (as described in the Preamble).

"Client" means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

"Desktop Software" means each Active-developed and/or Active-owned software product in machine readable object code (not source code) that is installed on desktop(s) or server(s) controlled by Client, the Documentation for such product, and any Updates and Upgrades thereto.

"Documentation" means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable Software or Services, as updated by Active from time to time.

"Effective Date" means the date that Client accepts this Agreement (as described in the Preamble).

"Export Laws" means export control laws and regulations of the countries and/or territories in which Active operates or in which the Products are used, accessed, or from which the Products are provided.

"Hardware" means computer hardware, equipment, and/or utilities supplied by Active pursuant to a Schedule.

"Intellectual Property" means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

"Maintenance Services" means the provision of Updates and Upgrades related to the Software all as more particularly set out in the applicable Product Attachment and/or Schedule.

"Preamble" means the first paragraph of these General Terms.

“Products” means, collectively, SaaS, Desktop Software, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of this Agreement.

“Professional Services” means the implementation, site planning, configuration, integration, and deployment of the Software or SaaS, training, project management, and other consulting services.

“Protected Materials” means Products, except for Hardware.

“SaaS” means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active's web sites; and (c) associated services, as more fully described in the applicable Product Attachment. SaaS functionality is subject to change from time to time at Active's sole discretion.

“Services” means, collectively, (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in a Schedule.

“Schedule” means the document, schedule, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein “accepted” (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, features, options, license details, and fees.

“Software” means the SaaS and the Desktop Software, collectively.

“Support Services” means the provision of technical assistance for Software or Hardware as further described in an applicable Product Attachment and/or Schedule.

“Taxes” means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active's net income.

“Third Party EULA” means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

“Third Party Products” means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

“Updates” means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the Software that are provided as part of Maintenance Services. Updates exclude Upgrades.

“Upgrades” means a new Software release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

ACTIVE Network is on a mission to make the world a more active place. With deep expertise in activity and participant management™, our ACTIVE Works® cloud technology and online event registration software powers the world's activities and connects people with the things they love, want and need to do.

Suite 2500
Dallas, TX 75201



CONSENT AGENDA ITEM NO. 8.J

FOR COUNCIL: May 24, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a three (3) year Intergovernmental Agreement between the Town of Normal, the County of McLean, the McLean County Soil and Water Conservation District, and the City of Bloomington regarding the Funding of a Soil Conservationist through the McLean County Soil and Water Conservation District, in the amount of \$70,000 for year one (1) of the agreement and \$90,000 for years two (2) and three (3) of the agreement, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Intergovernmental Agreement be approved.

STRATEGIC PLAN LINK:

- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 2b. Quality water for the long term
- Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: Public Works is recommending the approval of a three-year Intergovernmental Agreement between the Town of Normal, the County of McLean, the McLean County Soil and Water Conservation District (MCSWCD), and the City of Bloomington regarding the funding of a Soil Conservationist through the McLean County Soil and Water Conservation District, in the amount of \$70,000 for year one (1) of the agreement and \$90,000 for years two (2) and three (3) of the agreement.

The Soil Conservationist position has been partially funded by the Water Division for approximately twenty-nine years. Prior to 2009, the agreement was renewed annually. Beginning in 2009, three-year agreements were approved by Council. The current funding amount has remained the same since the 2009-2012 agreement. As a result, staff concurs with the increase for years two and three of the agreement to account for increases in costs and responsibilities that MCSWCD has undertaken. In addition, McLean County and the Town of Normal joined the agreement in 2012, with annual funding amounts of \$10,000 each.

The Soil Conservationist position has been indispensable to the Water Division. The person in the position acts as the City's liaison with producers in its drinking water reservoirs watersheds; provides grant writing to garner State, Federal, and private foundations, provides presentations to producers; gives presentations to various scientific groups; handles payments to producers in the watersheds; assists in writing the City's watershed plans for both reservoirs; assists in writing the Source Water Assessment for the reservoirs; helps administrate and bid shoreline and stream stabilization projects; leads the watershed

planning multi-agency group; and numerous other tasks.

Past Partnership Successes

- ✦ Awarded over \$418,000 in grant funding for City-led watershed improvements (not included in this figure is grant money awarded for direct pay programs for producers).
- ✦ The Lake Bloomington watershed was selected for a National Water Quality Initiative Pilot program from the United States Department of Agricultural-Natural Resources Conservation Service.
 - ✦ Partnership between City, MCSWCD, and landowners to assist landowners with developing customized watershed assessment and outreach plans.
 - ✦ One of five (5) watersheds selected for the program in the United States.
 - ✦ Over \$200,000 of Federal funding was awarded to install waterways, grade stabilization structures, water and sediment control basins.
- ✦ Approximately 10,000 acres are currently enrolled in Conservation Reserve Program, Environmental Quality Incentive Program, and Conservation Stewardship Program. These conservation programs include the following best management practices (BMPs):
 - ✦ Filter strips
 - ✦ Waterways
 - ✦ Cover crops
 - ✦ Conservation tillage
 - ✦ Nutrient management
 - ✦ Streambank stabilization projects
- ✦ IEPA 319 grant was awarded to reduce agricultural nitrogen loss into Lake Bloomington watershed by reducing the reliance of fall anhydrous application and increasing implementation of pre-plant/side dress nitrogen application. Over 2,700 acres enrolled in the program in the Lake Bloomington watershed.
- ✦ Construction of the T3 Wetland at Evergreen Lake. This wetland, along with riparian saturated buffer, continues to show a significant reduction in nitrate levels before the tile water enters the T3 stream. Monitoring of the site continues and is heavily utilized by students at Illinois State University for research.
- ✦ An Illinois Environmental Protection Agency (IEPA) 319 Grant was applied for and awarded to update the Lake Bloomington and Evergreen Lake watershed management plans. The current plans are over ten years old. Total cost to update both watershed plans was \$149,625. Funding for the plan updates came from the IEPA 319 Grant (\$57,125); Illinois Farm Bureau (\$20,000) and the City of Bloomington (\$72,500). The updated watershed management plans will be submitted for IEPA review and approval in July of 2021.
- ✦ Approximately 14,400 feet of shoreline stabilizations projects have been completed within both reservoirs. Below is a listing of completed shoreline projects with the nutrient loading reductions achieved in each reservoir:

Lake	Bank Length (ft)	Sediment Load Reduction Per Year (tons/year)	Nitrogen Load Reduction Per Year (lbs. per year)	Phosphorus Load Reduction Per Year (lbs. per year)
Lake Bloomington	4,500	241	171	125
Evergreen Lake	9,900	990	792	515
Total	14,400	1,231	963	640

Future Partnership Collaboration:

The current watershed management plans are over ten years old and must be updated every ten years. Through the IEPA 319 Grant, the MCSWCD, the City of Bloomington, and

Northwater Consulting has worked to update the expiring watershed management plans. The Watershed Management Plan is data-driven and is supported by existing monitoring and data collection efforts. The watershed plans will use this information to generate actionable measures that will generate measurable improvements in water quality. This new management plan will guide the MCSWCD and the City of Bloomington in implementing BMPs and other controls to reduce nutrient and sediment loading into the reservoirs for the next ten years.

The implementation of the Watershed Management Plan is a large and difficult undertaking in that it requires the cooperation between municipal organizations and private landowners as well as private corporations. Without the critical partnership of the MCSWCD, our previous watershed management plans would not have been as successful as they have been. The vital role that the MCSWCD has played with garnering private landowner and private corporations' participation cannot be overstated. Their stellar reputation has been instrumental in forging these successful partnerships. In furthering this successful collaboration and to ensure the successful implementation of the Watershed Management Plan, the MCSWCD and the City of Bloomington continues to look for innovative solutions in watershed management. A key innovative proponent has been the acquisition of the Spatial Watershed Assessment and Management Model Online (SWAMM) with the City of Bloomington and the MCSWCD as administrators.

This standalone online system is a custom, web-based software that enables the City of Bloomington and the MCSWCD to explore maps and spatial data from the watershed plans, analyze nutrient and sediment loading, perform cost-benefit analysis, and evaluate and track management scenarios to reduce nutrient and sediment delivery to the reservoirs. The SWAMM interface allows for the use of watershed GIS data and the water quality or pollutant load model without the need for ESRI ArcMap software or knowledge of GIS. SWAMM will enhance the management of watershed improvements and allow for more efficient targeting and tracking of conservation practices.

The SWAMM software includes, at a minimum, the following interactive map layers:

- 🔴 Nutrient generation mapping (phosphorus, nitrogen)
- 🔴 Sediment generation mapping
- 🔴 Existing and proposed/recommended BMPs
- 🔴 Soils
- 🔴 Custom land use
- 🔴 Tillage
- 🔴 Septic systems
- 🔴 Water quality monitoring locations
- 🔴 LIDAR topography/shaded relief
- 🔴 Lake shoreline erosion severity and loading
- 🔴 Township/Range/Section
- 🔴 Other custom map layers developed to support the watershed plans

The purchase of SWAMM and the watershed management plans continue to build upon the vital relationship between the MCSWCD, the City of Bloomington, the Town of Normal, and McLean County in providing the highest quality drinking water to our residents and wholesale customers within McLean County.

The approval of the Intergovernmental Agreement will allow the parties to continue and

expand upon our past success while also looking for new and innovative projects to reduce loadings of nutrients and sediment. These continued projects include the following (but not limited to):

Continuation of Collaborative Projects

- 🚧 Continue to convert acres to cover crops
- 🚧 Continue to convert conventional or other tillage to strip-till or no-till
- 🚧 Continue to convert nitrogen application to split applications (fall/spring to spring/side dress application)
- 🚧 Continue to install filter strips along waterways
- 🚧 Continue to convert and install new grassed waterways
- 🚧 Continue to build new saturated buffers
- 🚧 Install rain gardens where possible and effective

Future Potential Innovative Collaboration (subject to grant approval)

- 🚧 Install a floating wetland system
- 🚧 Potential small/targeted dredging projects
- 🚧 In-lake sediment dams

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because it will continue the Intergovernmental Agreement and continue efforts to improve water quality through watershed management.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Town of Normal, County of McLean, McLean County Highway Department, Illinois State University, McLean County Soil and Water Conservation District.

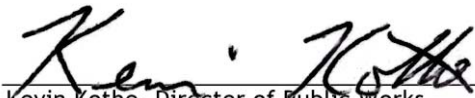
FINANCIAL IMPACT: This cooperative effort would entail a commitment from the City Water Fund in the amount of \$70,000 for FY 2022; \$90,000 will be budgeted in the future for FY 2023 and FY 2024 respectively. The funding is included in the Lake Maintenance-Other Professional and Technical Services Account (50100140-70220). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on page 88.

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

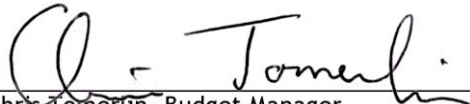
Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

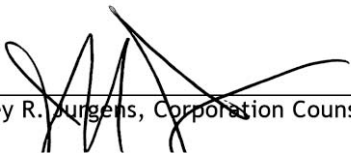
Reviewed by:


Kevin Kothe, Director of Public Works

5/11/2021


Chris Tomertin, Budget Manager

5/12/2021

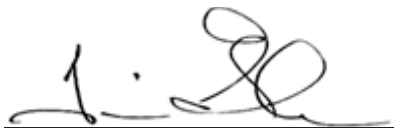

Jeffrey R. Jurgens, Corporation Counsel

5/18/2021


Tara Henry, Legislative Assistant

5/20/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 2B Proposed IGA 2021-2024 MCSWCD Intergovernmental Agreement 05242021
- PW 2C Current IGA 2021-2024 MCSWCD Intergovernmental Agreement 05242021
- PW 2D 2017-2018 Annual Report 2021-2024 MCSWCD Intergovernmental Agreement 05242021
- PW 2E 2018-2019 Annual Report 2021-2024 MCSWCD Intergovernmental Agreement 05242021
- PW 2F 2019-2020 Annual Report 2021-2024 MCSWCD Intergovernmental Agreement 05242021

INTERGOVERNMENTAL AGREEMENT 2021-2024

This agreement is entered into as of this 1st day of October 2021, by and between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as the “City”, “Town” and “County”) and the McLean County Soil and Water Conservation district (hereinafter referred to as the “District”).

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Watersheds Management Program, hereafter referred to as the “Program” prepared by the District, and include 1) maintenance and improvement of Lake Bloomington and Evergreen Lake water quality through implementation of the watershed management plans; 2) assistance to the City, Town and County in obtaining grant funding for watershed management projects; and 3) facilitate the review, updates and modifications of the watershed plans.

B. Period of Agreement:

The period of this agreement commences October 1, 2021 and ends October 1, 2024.

C. Payment:

The City, Town and County shall pay the District the following amounts for the administrative services provided in this agreement:

- a. The first year of the agreement (2021-2022) payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County, by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- b. The second (2nd) year of the agreement (2022-2023), payments of \$90,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- c. The third (3rd) year of the agreement (2023-2024), payments of \$90,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

D. Description of Services:

The District shall:

- Promote agricultural and conservation practices in the Lake Bloomington and Evergreen Lake watersheds via newsletters, news releases, social media, field days and demonstration sites.
- Work closely with producers in the Lake Bloomington and Evergreen Lake watersheds to continue nutrient management and conservation practices.
- Promote Best Management Practices (BMP) such as waterways, filter strips, nutrient management, conservation tillage, stream bank stabilization, wetlands and cover crops, through available federal and state cost share programs to producers in the Lake Bloomington and Evergreen Lake watersheds.
- Act as a liaison between conservation groups and funding agencies such as, The Nature Conservancy, Association of Illinois Soil & Water Conservation Districts, Illinois Environmental Protection Agency, Natural Resource Conservation Service, Illinois Department of Natural Resources, Ecology Action Center, Parklands, McLean County

Farm Bureau and Friends of EverBloom.

- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County.
- Prepare an update for both the Evergreen Lake and Lake Bloomington Watershed Plans.
- Work with Illinois State University to continue the valuable partnership between students, researchers, faculty to continue to improve water quality.
- Serve as liaison between all parties with lake shoreline and streambank stabilization projects. Work closely with consultant, contractors and Army Corp of Engineers to ensure successful implementation of projects and grants.
- To coordinate, oversee and bid projects, in compliance with all Federal, State, and Local laws, including the payment of prevailing wage where required, that further this agreement, on behalf of the parties and subject to funding approval by the applicable parties.

E. **Indemnification and Hold Harmless:**

The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. **Additional Agreements:**

This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.

City of Bloomington

Date

Town of Normal

Date

County of McLean

Date

McLean County Soil and Water Conservation District

Date

INTERGOVERNMENTAL AGREEMENT 2018-2021

This agreement is entered into as of this 1st day of October 2018, by and between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as the "City", "Town" and "County") and the McLean County Soil and Water Conservation district (hereinafter referred to as the "District").

A Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Watersheds Management Program, hereafter referred to as the "Program" prepared by the District, and include 1) maintenance and improvement of Lake Bloomington and Evergreen Lake water quality through implementation of the watershed management plans; 2) assistance to the City, Town and County in obtaining grant funding for watershed management projects; and 3) facilitate the review, updates and modifications of the watershed plans.

B. Period of Agreement:

The period of this agreement commences October 1, 2018 and ends October 1, 2021.

C. Payment:

The City, Town and County shall pay the District the following amounts for services:

- a. The first year of the agreement (2018) payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County, by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- b. The second (2nd) year of the agreement (2019), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- c. The third (3rd) year of the agreement (2020), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

D. Description of Services:

The District shall:

- Promote agricultural and conservation practices in the Lake Bloomington and Evergreen Lake watersheds via newsletters, news releases, social media, field days and demonstration sites.
- Work closely with producers in the Lake Bloomington and Evergreen Lake watersheds to continue nutrient management and conservation practices.
- Promote Best Management Practices (BMP) such as waterways, filter strips, nutrient management, conservation tillage, stream bank stabilization, wetlands and cover crops, through available federal and state cost share programs to producers in the Lake Bloomington and Evergreen Lake watersheds.

- Act as a liaison between conservation groups and funding agencies such as, The Nature Conservancy, Association of Illinois Soil & Water Conservation Districts, Illinois Environmental Protection Agency, Natural Resource Conservation Service, Illinois Department of Natural Resources, Ecology Action Center, Parklands, McLean County Farm Bureau and Friends of EverBloom.
- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County.
- Prepare an update for both the Evergreen Lake and Lake Bloomington Watershed Plans.
- Work with Illinois State University to continue the valuable partnership between students, researchers, faculty to continue to improve water quality.
- Serve as liaison between all parties with lake shoreline and streambank stabilization projects. Work closely with consultant, contractors and Army Corp of Engineers to ensure successful implementation of projects and grants.

E. **Indemnification and Hold Harmless:**

The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. **Additional Agreements:**

This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.

City of Bloomington

Date

Town of Normal

Date

County of McLean

Date

McLean County Soil and Water Conservation District

Date

Illinois Department of Natural Resources, Ecology Action Center, Parklands, McLean County Farm Bureau, and Friends of EverBloom.

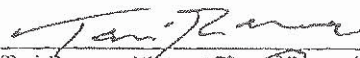
- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal, and the McLean County.
- Prepare an update for both the Evergreen Lake and Lake Bloomington Watershed Plans.
- Work with Illinois State University to continue the valuable partnership between students, researchers, faculty to continue to improve water quality.
- Serve as liaison between all parties with lake shoreline and streambank stabilization projects. Work closely with consultant, contractors, and Army Corp of Engineers to ensure successful implementation of projects and grants.

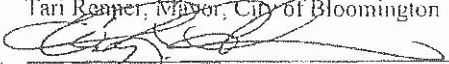
E. **Indemnification and Hold Harmless:**

The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. **Additional Agreements:**

This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.



Tari Renner, Mayor, City of Bloomington


Attest Signature

July 24, 2018

Date

Town of Normal

Date

County of McLean

Date

McLean County Soil and Water Conservation District

Date



Lake Bloomington/Evergreen Lake Watershed

Annual Report

October 1, 2017– September 30, 2018

WATERSHEDS ANNUAL REPORT

2017-2018

Agreement between the City of Bloomington,
Town of Normal, County of McLean and
McLean County Soil & Water Conservation District

The Lake Bloomington and Evergreen Lake watersheds encompass more than 69,000 acres of the total acres in McLean County. The importance of conservation practices applied to those acres in the protection of our drinking water supply is unmeasurable, but crucial to our community. This past year was focused on continuing to build on the success of our current projects; shoreline stabilization projects and grants that showcase the watersheds. The continued commitment to conservation makes our watersheds stand out as true conservation leaders in the protection of our drinking water supply.

A shoreline stabilization project at Lake Bloomington's Davis Lodge saw over 250 feet of the bank protected this year. The project consisted of the installation of 260 tons of large RR4 rip rap stone to protect the shoreline along with the removal of invasive species in that area. The project was coordinated and administered by the SWCD Watershed Conservationist.

The Evergreen Lake T-3 location continues to function as an exceptional demonstration site for us to showcase innovative conservation practices to producers and landowners. This year saw the installation of six reaches, over 700 feet, of stone toe protection to T-3. The wetland, riparian saturated buffer and interpretive nature trail are still a valuable resource for the public educational outreach programs. The riparian saturated buffer continues to show a significant reduction in nitrate levels before the tile water enters the stream. The projects were all coordinated and administered by the SWCD Watershed Conservationist.

Our partnership with McLean County Farm Bureau, Illinois State University and Sun Ag, Inc. continued as we received a second round of funding to continue the weekly nitrate testing of tile outlet water in Evergreen Lake Watershed. An Illinois State University student collected the weekly water samples. The samples were analyzed, and reports were provided to the producers that participated in the program. The purpose of the grant was to increase awareness of nutrient loss issues in the watershed and provide data to producers so they could make informed decisions regarding nutrient management within their operations.

The Illinois Environmental Protection Agency 319 grant entered the final year of the pilot. The primary objective of the project has been to reduce agricultural nitrogen loss into Lake Bloomington watershed by reducing the reliance of fall anhydrous application and increasing implementation of pre-plant/side dress nitrogen application in the watershed. The grant paid

for the custom application of pre-plant/spring side dressed nitrogen on over 2,700 acres in the Lake Bloomington watershed over the two-year period. On the acres enrolled we collected and analyzed the data from the soil and stalk nitrogen tests, crop yields and nitrogen application results. A field day was also held that showcased the application methods used and preliminary results of the first year of the pilot. In addition, we provided an overview of the Illinois Nutrient Loss Reduction Strategy and how the switch from fall application to spring application could play an important role in achieving the nutrient reduction goals. The grant has been a collaborative effort between McLean County SWCD, City of Bloomington, The Nature Conservancy and BCS, LLC.

The National Water Quality Initiative Pilot for Lake Bloomington watershed is still ongoing. This watershed was the only one selected in Illinois due to the strong and successful program we have had for over two decades with the landowners and producers along with the projects we have accomplished. The critical areas in the watershed have been identified and funding has been applied for to assist landowners in installing conservation practices on their land. The watershed was the focus of an article published by the American Water Works Association highlighting our partnership.

The cover crop study project with the Illinois State University Agricultural Department continues in the Lake Bloomington watershed. Two sub watersheds are being monitored to test how well cover crops are keeping nutrients in the soil and out of the water. One of the sub watersheds has cover crops planted on over 65% of the acres and the water quality is monitored while the control sub watershed is monitored without the application of cover crops.

Friends of EverBloom works closely with the SWCD on watershed educational efforts. The SWCD is actively involved with the group on projects such as a boater safety class, Conservation Family Day at Comlara Park, Fix-A-Leak Week promotion, and Lakes Fest.

The Watershed Conservationist continues to work closely with producers and landowners in both watersheds to increase the number of best management practices on the land. Many landowners and producers within the two watersheds are enrolled in the Conservation Reserve Program (CRP), Environmental Quality Incentive Program (EQIP) and Conservation Stewardship Program (CSP). These conservation programs include the following best management practices; filter strips, waterways, cover crops, conservation tillage, nutrient management and streambank stabilization projects. A bi-annual newsletter is customized to issues and programs in the watersheds for landowners and producers to keep up to date with opportunities available to them.

The Soil and Water Conservation District continues to be involved in numerous educational activities and events, including:

- FFA Soil Judging Contest- 100 participants, 10 schools
- McLean County Conservation Day -385 3rd graders, 18 classrooms
- Educational programs to local schools, clubs, and organizations
- Envirothon Competition- 10 teams, 55 participants
- Conservation Family Day at Comlara Park-100 in attendance
- Jim Rutherford Memorial Scholarship

We continue the strong working partnership with the Natural Resource Conservation Service (NRCS), Farm Service Agency (FSA), The Nature Conservancy (TNC), Illinois State University, McLean County Farm Bureau, Friends of EverBloom and the producers and landowners in both Lake Bloomington and Evergreen Lake watersheds.



Lake Bloomington/Evergreen Lake Watershed

Annual Report

October 1, 2018– September 30, 2019

WATERSHEDS ANNUAL REPORT

2018-2019

Agreement between the City of Bloomington,
Town of Normal, County of McLean and
McLean County Soil & Water Conservation District

The Lake Bloomington and Evergreen Lake watersheds encompass more than 69,000 acres of the total acres in McLean County. The importance of conservation practices applied to those acres in the protection of our drinking water supply is unmeasurable, but crucial to our community. This past year has once again focused on continuing to build on the success of our current projects; shoreline stabilization projects and grants that showcase the watersheds. The continued commitment to conservation makes our watersheds stand out as true conservation leaders in the protection of our drinking water supply.

At Evergreen Lake the T-3 location continues to function as an exceptional demonstration site to showcase innovative conservation practices to landowners and the public. The wetland, riparian saturated buffer and interpretive nature trail serve as a valuable resource for educational outreach programs. The riparian saturated buffer continues to show a significant reduction in nitrate levels before the tile water enters the stream. Monitoring of the site continues and is heavily utilized by students at Illinois State University for research.

Evergreen Lake saw a major shoreline stabilization project this past year. Over 1,000 feet of shoreline was protected near the pumphouse and campground area. The project consisted of the installation of large stone to protect the shoreline from further erosion. The project was coordinated and administered by the Watershed Conservationist.

An Illinois Environmental Protection Agency 319 grant was applied for and awarded to update the Lake Bloomington and Evergreen Lake watershed plans. The current plans are over ten years old. The cost for the two-year project is \$149,625, which includes matching funds from City of Bloomington and Illinois Farm Bureau.

The National Water Quality Initiative (NWQI) Pilot for Lake Bloomington watershed continues. This watershed was the only one selected in the state and one of five in the nation. Over the years we have developed a solid and successful program with the landowners and producers and constructed a long list of best management practices. A focus on the identified critical areas in the watershed have allowed for a concentrated effort of installing conservation practices where they provide the biggest benefit. Federal funding was awarded for landowners and producers in the pilot area.

The cover crop study project with the Illinois State University Agricultural Department continues in the Lake Bloomington watershed. Two sub watersheds are being monitored to test how well cover crops are keeping nutrients in the soil and out of the water. One of the sub watersheds has cover crops planted on over 65% of the acres and the water quality is monitored while the control sub watershed is monitored without the application of cover crops. A meeting was held with the participants to share results, gather insights and discuss the continuation of the program. A report of the finding is published on the NRCS website.

Friends of EverBloom works closely with the SWCD on watershed educational efforts. The SWCD is actively involved with the group on projects such as a boater safety class, Fix-A-Leak Week promotion, and Lakes Fest.

The Watershed Conservationist continues to work closely with producers and landowners in both watersheds to increase the number of best management practices on the land. Many landowners and producers within the two watersheds are enrolled in the Conservation Reserve Program (CRP), Environmental Quality Incentive Program (EQIP) and Conservation Stewardship Program (CSP). These conservation programs include the following best management practices; filter strips, waterways, cover crops, conservation tillage, nutrient management and streambank stabilization projects.

The Soil and Water Conservation District continues to be involved in numerous educational activities and events, including:

- FFA Soil Judging Contest- 95 participants, 8 schools
- McLean County Conservation Day -420 3rd graders, 20 classrooms
- Educational programs to local schools, clubs, and organizations
- Envirothon Competition- 8 teams, 40 participants
- Jim Rutherford Memorial Scholarship

We continue the strong working partnership with the Natural Resource Conservation Service (NRCS), Farm Service Agency (FSA), The Nature Conservancy (TNC), Illinois State University, McLean County Farm Bureau, Friends of EverBloom and the producers and landowners in both Lake Bloomington and Evergreen Lake watersheds.



Lake Bloomington/Evergreen Lake Watershed

Annual Report

October 1, 2019– September 30, 2020

WATERSHEDS ANNUAL REPORT

2019-2020

Agreement between the City of Bloomington,
Town of Normal, County of McLean and
McLean County Soil & Water Conservation District

The Lake Bloomington and Evergreen Lake watersheds encompass more than 69,000 acres of the total acres in McLean County. The importance of conservation practices applied to those acres in the protection of our drinking water supply is unmeasurable, but crucial to our community. This past year has once again focused on continuing to build on the success of our current projects; shoreline stabilization projects and grants that showcase the watersheds. The continued commitment to conservation makes our watersheds stand out as true conservation leaders in the protection of our drinking water supply.

Evergreen Lake T-2 site had significant streambank stabilization in the past year. The first project involved installing 775 feet of stone toe protection over five reaches in the tributary. Another project saw over 400 feet of stone toe protection in two reaches along with three rock riffles in the stream. A rock chute was also installed to stabilize an area to reduce the sediment loading occurring at the site. The projects were coordinated and administered by the Watershed Conservationist.

The T-3 location at Evergreen Lake continues to serve as an excellent demonstration site to landowners, farmers and the public. The one-acre wetland and interpretive nature trail serve as a valuable resource for outdoor educational outreach programs. The riparian saturated buffer continues to show a reduction in nitrate levels before the tile water enters the stream. The location still serves as a resource to Illinois State University students for monitoring and data for numerous research projects.

The Illinois Environmental Protection Agency 319 grant to update the Lake Bloomington and Evergreen Lake watershed plans is over 60% complete. The comprehensive plan will be specific and identify the most cost-effective actions needed to reduce sediment and nutrient loading. The final plans are due to IEPA in July 2021.

The National Water Quality Initiative (NWQI) Pilot for Lake Bloomington watershed continues to offer funding opportunities to landowners. Being one of five watersheds in the nation selected for a special funding pool has allowed us to spotlight the valuable relationships we have developed over the years with the producers and landowners and the best management practices installed. Over \$50,000 of federal funding was awarded to install waterways, grade stabilization structures, WASCBS, and planting cover crops. A focused effort on several

critical areas in the watershed have allowed for a concentrated effort of installing best management practices where they provide the greatest benefit to the watershed.

The cover crop study project with the Illinois State University Agricultural Department continues in the Lake Bloomington watershed. Two sub watersheds are being monitored to test how well cover crops are keeping nutrients in the soil and out of the water. One of the sub watersheds has cover crops planted on over 65% of the acres and the water quality is monitored while the control sub watershed is monitored without the application of cover crops. To date, monitoring has shown that nitrate concentrations are reduced in the sub watershed that is planted in cover crops. The study will continue for the next three year with funding secured from NREC (Nutrient Research and Education Council) to specifically study phosphorus loss in surface and subsurface drainage.

An Individual Permit from the Army Corps of Engineers has been applied for and granted for each lake. The permits allow shoreline stabilization work to be performed for the next ten years on each reservoir. Lake Bloomington has been permitted for 10,550 feet of stabilization and Evergreen Lake for 8,100 feet.

The Watershed Conservationist continues to work closely with producers and landowners in both watersheds to increase the number of best management practices on the land. Many landowners and producers within the two watersheds are enrolled in the Conservation Reserve Program (CRP), Environmental Quality Incentive Program (EQIP) and Conservation Stewardship Program (CSP). These conservation programs include the following best management practices; filter strips, waterways, cover crops, conservation tillage, nutrient management and streambank stabilization projects.

The Soil and Water Conservation District continues to be involved in numerous educational activities and events, including:

- FFA Soil Judging Contest- 95 participants, 8 schools
- McLean County Conservation Day -cancelled due to COVID
- Educational programs to local schools, clubs, and organizations-cancelled due to COVID
- Envirothon Competition-cancelled due to COVID
- Jim Rutherford Memorial Scholarship-2 scholarships awarded

We continue the strong working partnership with the Natural Resource Conservation Service (NRCS), Farm Service Agency (FSA), Illinois Environmental Protection Agency (IEPA), The Nature Conservancy (TNC), Illinois State University, Purdue University, McLean County Farm Bureau, Illinois Farm Bureau, Friends of EverBloom and the producers and landowners in both Lake Bloomington and Evergreen Lake watersheds.



CONSENT AGENDA ITEM NO. 8.K

FOR COUNCIL: May 24, 2021

SPONSOR: Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution to Approve Additional Expenditures for Veterinary Services and Amend the Agreement Between the City of Bloomington and The Board of Trustees of the University of Illinois for Veterinary Services, as requested by the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION:

The proposed Resolution and Amendment 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: Parks, Recreation & Cultural Arts (PRCA) is recommending the approval the resolution to complete a change order in the amount of \$50,000 and to amend the current agreement with The Board of Trustees of the University of Illinois (U of I) for Miller Park Zoo (MPZ) Veterinary Services. The change order and amendment will allow for invoices to be paid through the end of this term of the contract on June 30, 2021. The original agreement had a maximum of \$51,000 and the City has been exceeding that amount every year. As such we have drafted an Amendment to the agreement that now states a Maximum of \$100,000 per year.

The agreement was approved at the August 27, 2018 Council meeting. The animal collection at the Zoo requires an expertise that not many in the country possess. The veterinarian must possess a wide range of expertise across all types of animals. In any given day of rounds, a veterinarian may treat a frog, seal, guinea pig, wallaroo, and goat in one morning. PRCA staff believe that this contract meets all of the foreseeable needs of the Zoo's animals. Staff also feel that the Amendment with U of I is the best option for the Zoo because of the price and unique expertise. Zoo staff have been very satisfied with the services the U of I have provided over numerous years.

City staff is aware of the heightened concerns regarding the current COVID-19 pandemic. However, veterinary services are essential to the well being and investment in the MPZ's animals.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Zoological Society

FINANCIAL IMPACT: If approved, the agreement will cap the annual amount at \$100,000. In anticipation of this amended agreement, the Miller Park Zoo-Veterinarian Services account (10014136-70040) was budgeted at \$100,000 for FY 2022. Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Budget Overview & General Fund" on page 175.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Katie Taylor, Office Manager

Reviewed by:


Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

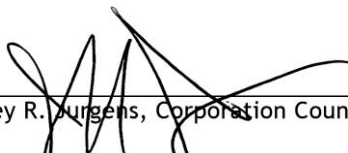
3/29/2021


Carla Murillo, Procurement Manager

5/21/2021


Chris Tomerlin, Budget Manager

5/21/2021


Jeffrey R. Jurgens, Corporation Counsel

5/21/2021


Tara Henry, Legislative Assistant

5/21/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PRCA 1C First Amendment to University of Illinois Veterinary Services Agreement
- PRCA 1D University of Illinois Veterinary Services Agreement 07012018-06302023
- PRCA 1B U of I Vet Resolution

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS FOR VETERINARY
SERVICES**

This First Amendment, made and entered into this _____ day of May, 2021, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, (hereinafter "Uofl"), WITNESSETH that:

WHEREAS, on July 1, 2018, an Agreement for Veterinary Services ("Agreement") was made between the CITY and Uofl for veterinary services at Miller Park Zoo;

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to alter the maximum payment language from Article 4.1 to ***Maximum of \$100,000 per year, for a maximum total payment of \$202,000 for all Services performed;*** and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to permit termination by either party upon providing fifteen (15) days written notice prior to the anniversary date to allow for time to review new invoices for the coming year before making decisions as to the renewal of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendment to Agreement. Section 4.1 of the Agreement shall be amended as follows:

4.1. Rate of Compensation. Client shall pay University compensation at the rate of \$636.88 per visit with a rate increase each year on July 1 which will be reflective and consistent with the VTH rate increase, not to exceed 5% plus \$0.50 per mile. Emergency consultations can be provided over the phone, however, emergencies that require an on-site visit will be charged at the per visit rate plus mileage. Emergency services that are performed at the Veterinary Teaching Hospital will be charged at the established hospital rate consistent with the public/client rate. Emergency consultations can be provided over the phone, however, emergencies that require an on-site visit will be charged at the per visit rate plus mileage. **Maximum of \$100,000 per year, for a maximum total payment of \$202,000 for all Services performed.**

3. In all other respects the Agreement for Veterinary Services shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for Veterinary Services in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

By: 
Avijit Ghosh, Comptroller

ATTEST:

By: _____ N/A
Its Secretary



AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS AND
THE CITY OF BLOOMINGTON, ILLINOIS

The parties to this Agreement are the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its Veterinary Teaching Hospital on the Urbana-Champaign campus ("University"), and the City of Bloomington on behalf of Miller Park Zoo, a(n) Not-For-Profit Corporation with a principal office at 1020 S Morris Ave, Bloomington, Illinois 61701 ("Client").

ARTICLE 1. PURPOSE.

Client desires to engage the expertise of University to perform certain services, and University has determined that performing the services will promote one or more of the University's missions of public service, research, teaching, and economic development.

ARTICLE 2. SCOPE OF SERVICES.

2.1. Services to Be Performed. University shall perform the following "Services":

Routine physical examinations of healthy animals to detect early signs of disease, perform treatments and diagnostic procedures as deemed necessary for health care of animals, vaccinate animals, sedations/anesthesia and restraint of intractable animals in order to conduct clinical procedures, including surgery, radiology, teeth cleaning, physical exams, emergency services and other treatments. Train zoo staff to give injections, administer medications, change dressings, etc. Animals may be treated on site at Miller Park Zoo or brought to the Veterinary Teaching Hospital in Urbana by Miller Park Zoo personnel when deemed appropriate. Maintain medical records of all services either at Miller Park Zoo or at the Veterinary Teaching Hospital.

2.2. Deliverables. University shall deliver to Client the following reports or other deliverables:

Those services described above as well as medical records indicating findings, diagnostic procedures and treatments with recommendations for continued health maintenance. Receipts for services provided.

2.3. Discrepancies and Omissions. If there are any discrepancies or omissions regarding the scope of Services, University will obtain written clarification from Client before providing the Services at issue.

ARTICLE 3. TERM AND TERMINATION.

3.1. Term. The term of this Agreement shall be July 1, 2018 through June 30, 2023.

3.2. Renewal Options. The parties may renew this Agreement only by written amendment in accordance with Section 9.7. The term, including all renewals, shall not exceed five years. The parties may adjust compensation rates at time of renewal.

3.3. Termination for Cause. A party that defaults in performance or commits a material breach of this contract ("defaulting party") shall have 10 days to cure the default or breach after receiving notice from the other party. The other party may terminate this contract without further notice if the defaulting party fails to cure the breach within the prescribed period, or within an agreed period of time.

3.4. Termination for Convenience. Either party may terminate this Agreement for convenience upon 30 days' prior written notice to the other party.

3.5. Effect of Early Termination. In the event of early termination, Client shall pay University for Services performed to the date of termination and for the cost of all non-cancellable obligations made on Client's behalf.

ARTICLE 4. COMPENSATION.

4.1. Rate of Compensation. Client shall pay University compensation at the rate of \$636.88 per visit with a rate increase each year on July 1, which will be reflective and consistent with the VTH charge increase, not to exceed 5%, plus \$0.50 per mile. Emergency consultations can be provided over the phone, however, emergencies that require an on-site visit will be charged at the per visit rate plus mileage. Emergency services that are performed at the Veterinary Teaching Hospital will be charged at the established hospital rate consistent with the public/client rate. Emergency consultations can be provided over the phone, however, emergencies that require an on-site visit will be charged at the per visit rate plus mileage. Maximum of \$51,000 per year, for a maximum total payment of \$153,000 for all Services performed.

4.2. Payment Schedule. Client shall pay University according to the following schedule:
Billed at the time of services.

4.3. Remittance Instructions. Not more frequently than monthly, University will submit to Client an invoice for Services performed, including any allowable reimbursable expenses incurred. Within 30 days of its receipt of invoice, Client will remit the total due to University at the address indicated on the invoice. University will not pay interest on Client funds advanced or otherwise held on deposit.

4.4. Late Payments. University will assess a finance charge of 21% per annum (1.75% per month) on the unpaid balance each month. University may refer Client's past due account for collection or may authorize legal action against Client for collection. Client shall be liable for all reasonable collection costs and expenses, including any attorney fees and court costs.

4.5. Suspension of Services. University may suspend performance of Services with five days' written notice for Client's failure to make timely payments. University will resume performance upon Client's payment of all monies owed to University, provided that Client is not otherwise in default of its obligations under this Agreement.

ARTICLE 5. LIABILITY.

5.1. DISCLAIMER. University makes no representations, and disclaims all warranties, express or implied, including any warranties of merchantability, fitness for a particular purpose and non-infringement, regarding all services, goods, and facilities furnished to Client under this Agreement.

5.2 Limitation of Liability. University shall not be liable to Client for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or relating to, this Agreement, even if University had been advised of the possibility of such damages. University's liability to Client for breach of contract damages shall not exceed the amount of compensation actually paid by Client for Services performed.

5.3 Libelous Matter. Client shall be responsible for all claims and liabilities arising out of any libelous or other unlawful matter contained in data furnished by Client to University.

ARTICLE 6.INSURANCE.

During all times relevant to this Agreement, each party shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of \$1 million

per claim and \$3 million aggregate, and shall furnish the other party with evidence of such insurance upon request.

ARTICLE 7. RIGHTS IN WORK PRODUCT.

Title to existing intellectual property used by University in performing the Services shall remain vested in the original owner. Title to all intellectual property conceived or made by University employees and agents in performance of Services shall vest in University. Title to all tangible property made by University employees and agents in performance of Services shall vest in University unless specifically identified as a deliverable under Section 2.2. In such event, title to all deliverable tangible property shall vest in Client upon delivery by University.

ARTICLE 8. THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

Client shall pay all costs and expenses, including royalties and license fees, incident to any third party intellectual property rights required to perform the Services. Client shall indemnify University and its trustees, officers and employees against all third party infringement claims arising from intellectual property rights furnished by Client to University for its use in performing this Agreement.

ARTICLE 9. GENERAL PROVISIONS.

9.1. Force Majeure. A party is excused from performing its obligations under this contract when conditions beyond its control and unforeseen by the parties make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to: natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions, and acts or omissions of third parties. So long as the conditions continue, the party whose performance is affected shall keep the other party fully informed about the conditions and the prospects of their ending.

9.2. Independent Contractor. The parties are independent contractors with respect to each other. Nothing in this contract is intended to create any association, partnership, joint venture, or agency relationship between them.

9.3. Use of Name. Client shall not use University's name or protected marks for any commercial purpose without University's advance written consent.

9.4. Headings. Headings in this contract are intended only to assist with readability and are not substantive.

9.5. Severability. If any provision of this contract is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this contract so long as severance does not affect the enforceability or essential purpose of the remainder of the contract.

9.6. Assignment. Neither party may assign its obligations under this contract without the prior written consent of the other party.

9.7. Amendments. No modification of this contract shall be effective unless made by a written amendment signed by each party's authorized signatory.

9.8. Compliance with Laws. Each party shall perform its obligations in compliance with all relevant laws governing its performance. Breach of this provision is a material breach of this contract.

9.9. Waiver. The failure of either party to enforce any provision of this contract shall not waive the party's right to later enforce the provision or the contract.

9.10. Non-Exclusivity. This contract is non-exclusive.

9.11. Counterparts/Facsimile Signatures. This contract may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

9.12. Ambiguities. Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this contract.

9.13. Notices. To be enforceable, all notices must be in writing and delivered to the party's representative named below by either certified mail, return receipt requested, or commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. A party may change its representative at any time by written notice to the other party.

University Representative:
Cindy Dillman
Veterinary Teaching Hospital
2001 S. Lincoln
Urbana, IL 61802
217-333-0353
cadillma@illinois.edu

Client Representative:
Tim Gleason, City Manager
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61701
309-434-2204

9.14. **Choice of Law.** This contract shall be interpreted by application of Illinois law without regard to its conflicts provisions.

9.15. **Integration.** This contract with its attachments, amendments and incorporated references constitutes the parties' entire agreement regarding the subject matter.

9.16. **Authorized Signatories.** The individuals signing this contract on a party's behalf represent that they have the requisite authority and intent to bind that party to this contract.

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

By: 

Avijit Ghosh, ~~Interim~~ Comptroller

by Stacey Ballmes, Assistant Director for Business & Finance

Date: October 22, 2018

CITY OF BLOOMINGTON

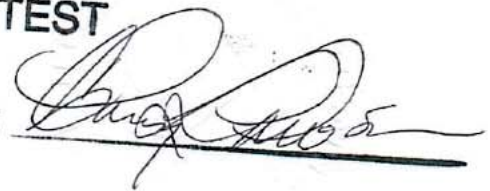
By: 

Printed: Tim Gleason

Title: City Manager

Date: September 18, 2018

ATTEST

By: 

RESOLUTION NO. 2021 - ____

A RESOLUTION TO APPROVE ADDITIONAL EXPENDITURES FOR VETERINARY SERVICES AND AMEND THE AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS FOR VETERINARY SERVICES

WHEREAS, on August 27, 2018, an Agreement for Veterinary Services at Miller Park Zoo (“Agreement”) was made between the City of Bloomington and the University of Illinois for a wide range of veterinary services for the animals at the Miller Park Zoo in person and via remote communication, and mileage for travel; and

WHEREAS, Miller Park Zoo has incurred additional, necessary expenditures for Veterinary Services above the amount slated as the maximum allowed in the Agreement; and

WHEREAS, the funds needed to pay for those expenditures are available within the current fiscal year budget; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to remove the maximum payment language from Article 4.1; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to permit termination by either party upon providing fifteen (15) days written notice prior to the anniversary date to allow for time to review new invoices for the coming year before making decisions as to the renewal of this Agreement; and

WHEREAS, the change order is in the best interests of the City and authorized by law;

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, the Agreement be amended, and additional necessary expenditures be approved for payment to the University of Illinois.

PASSED this 24th day of May 2021.

APPROVED this ____ day of May 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.L

FOR COUNCIL: May 24, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 4

SUBJECT: Consideration and action on an Ordinance Approving a First Amendment to the Memorandum of Understanding II Between the City of Bloomington and Illinois Wesleyan University to Support the Marketing and Redevelopment of the Properties in the 800 Block of North Main Street and Authorizing Execution of the Related Listing Agreement Extension, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 6. Prosperous Downtown Bloomington
- Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

- Objective 6c. Downtown becoming a community and regional destination
- Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington

BACKGROUND: On June 28, 2019, a Memorandum of Understanding II (MOU) was made between the City of Bloomington and Illinois Wesleyan University (IWU) to support the marketing and redevelopment of the properties in the 800 block of North Main Street. The MOU provided that the City and IWU would enter into a joint listing agreement for the marketing of the properties and take other actions to promote the sale and development of the properties.

Due to the COVID-19 pandemic there have been impediments to the marketing and sale of the properties. Therefore, the City and IWU desire to extend the MOU and existing listing agreement to May 31, 2022.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Staff and IWU representatives have met with multiple commercial real estate brokers, multiple representatives of local, regional, and national retailers, and with multiple development firms to discuss the potential redevelopment of the project area. Meetings have also been held with residents of the Franklin Park neighborhood and business owners adjacent to the project area. City Staff and IWU representatives also held an open house on the IWU Campus on August 15, 2019, to receive public input regarding the redevelopment of the project area.

FINANCIAL IMPACT: There is no immediate financial impact to the City because of approval of the proposed First Amendment. Funds are included in the City’s Economic Development Professional and Technical Services account (10019170-70220) which can be used to assist

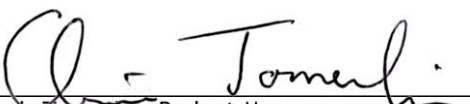
the Broker as the City Manager deems necessary to implement the MOU and better position the project area for private redevelopment. Stakeholders can locate this in the FY 2022 Proposed Budget Book titled “Budget Overview & General Fund” on page 253.

COMMUNITY DEVELOPMENT IMPACT: The 800 block of North Main Street is identified Comprehensive Plan 2035 as a “Tier 1 Development Priority” (Figure 1-3 map, page 20). Redevelopment of this block would further the following goals and objectives of the Comprehensive Plan 2035: **Goal ED-4 Enhance the image of Bloomington as a business-friendly community.** ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City. ED-4.3 Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments, ED-4.4 Evaluate commercial land use needs in the context of changing economic trends, ED-4.5 Identify and reduce barriers for local growth and economic development. **Goal D-1 Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all.** D-1.1 Strengthen business recruitment and retention activities, D-1.2 Pursue catalyst projects that can serve as additional Downtown anchors, D-1.4 Develop a wide variety of Downtown housing options. **Goal D-2 Market and promote the unique brand and image of Downtown Bloomington.** D-2.1 Identify and designate gateways to Downtown [North Main Street]. **Goal D-6 Reinforce the connections between Downtown and adjacent neighborhoods.** D-6.1 Encourage development on sites that will link Downtown with surrounding neighborhoods, D-6.3 Pursue public-private development opportunities with major employers seeking employee housing near offices.

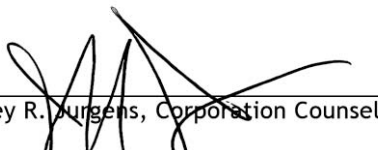
Respectfully submitted for Council consideration.

Prepared by: Melissa Hon, Economic and Community Development Director

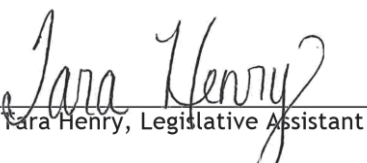
Reviewed by:


Chris Tomertin, Budget Manager

5/18/2021


Jeffrey R. Jurgens, Corporation Counsel

5/18/2021


Tara Henry, Legislative Assistant

5/20/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- E&CD 6B IWU City MOU II 800 N Main_signed

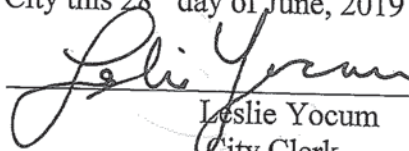
- E&CD 6C Ryan Murphy Sales Agreement_signed_July 11 2019
- E&CD 6D Listing Agreement Extension - City of Bloomington IWU (5.11.21)
- E&CD 6E First Amendment to Wesleyan MOU
- E&CD 6F MOU II Ordinance

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) ss:
)
CITY OF BLOOMINGTON)

I, LESLIE YOCUM, the duly appointed and qualified City Clerk of the City of Bloomington, Illinois do hereby certify that the foregoing is a perfect and complete copy of the Memorandum of Understanding II by and Between the City of Bloomington, McLean County, Illinois, and Illinois Wesleyan University to Support the Marketing and Redevelopment of the Properties in the 800 Block of North Main Street, which was presented, passed and approved at a regular meeting of said City Council held on the 24th day of June, 2019, by an affirmative vote of the majority of all members then holding office, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and the seal of the said

City this 28th day of June, 2019



Leslie Yocum
City Clerk

MEMORANDUM OF UNDERSTANDING II
by and between
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
and
ILLINOIS WESLEYAN UNIVERSITY
to
SUPPORT THE MARKETING AND REDEVELOPMENT
OF THE PROPERTIES IN THE 800 BLOCK OF NORTH MAIN STREET
(Former Mennonite Hospital Redevelopment Project Area)

WHEREAS, this Memorandum of Understanding ("MOU"), which supersedes all prior agreements by and between the City of Bloomington, McLean County, Illinois, an Illinois municipal corporation (the "City"), and Illinois Wesleyan University ("IWU") (together the "Parties") related to the topic of the MOU, sets forth the terms and understanding between the Parties pursuant to the joint marketing and redevelopment of certain properties as defined in Exhibit A (the "Project Area") which are independently owned and exclusively controlled by the City and IWU, respectively, and which, when taken together, comprise approximately 4.093 acres in the 800 block of North Main Street in the City of Bloomington; and,

WHEREAS, the City and IWU entered into a Memorandum of Understanding which was approved by the Corporate Authorities of the City on July 9, 2018 by way of Ordinance 2018-56 (the "Original MOU"); and,

WHEREAS, due to recent macroeconomic factors impacting the commercial real estate market both nationally and locally, the City and IWU mutually desire to terminate the Original MOU and partner together under this MOU to better promote the redevelopment of the Project Area; and,

NOW, THEREFORE, the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

- A. All of the recitals contained in the Preambles to this MOU are hereby incorporated into this MOU as though restated in this Section.
- B. The Parties agree that the Original MOU is hereby terminated and shall have no force and effect upon the execution of this MOU.

Section 2. Background

- A. The Parties feel that it would be mutually beneficial to encourage the redevelopment of the Project Area.
- B. Since the Project Area includes parcels owned by the Parties respectively, the Parties believe that it is desirable to jointly seek redevelopment proposals for the Project

Area and that jointly listing the Project Area with a commercial real estate broker is the preferred method for soliciting said proposals.

- C. The Project Area is located within the study area for the potential North Main Street / Chestnut Street Tax Increment Finance District (“TIF District”) north of downtown Bloomington. If the potential TIF District is established by the City, then the redevelopment of the Project Area may be eligible for redevelopment incentives from the City which are available to the City by the TIF Act.
- D. The majority of the parcel in the Project Area owned by the City (the “City Parcel”) is comprised of a grass area. This grass area was the former site of a medical building, which was originally the core of the former Mennonite Hospital complex, but has been demolished. The remainder of the City Parcel is currently improved with an asphalt parking lot (the “City Parking Lot”). The City Parcel totals approximately 3 acres.
- E. The two parcels in the Project Area owned by IWU (the “IWU Parcels”) are currently improved with a parking lot (the “IWU Parking Lot”), a former dormitory building, and a former long-term healthcare facility (collectively, the “IWU Buildings”). The IWU Parking Lot and IWU Buildings were all a part of the former Mennonite Hospital complex. The IWU Buildings are currently vacant and are scheduled to be demolished by IWU in the near future. The IWU Parcels total approximately 1.093 acres.

Section 3. Listing Agreement

- A. **City RFQ:** On October 31, 2018, the City issued RFQ #2019-12 requesting statements of qualifications for commercial real estate marketing services for the Project Area. Upon the close of that RFQ, representatives from the City and IWU interviewed the respondents to the RFQ. Coldwell Banker Commercial Devonshire Realty (the “Broker”) was determined by the City and IWU representatives to be well qualified.
- B. **Purpose for Listing Agreement:** It is agreed by the Parties, that concurrent with the adoption of this MOU, the Parties will jointly enter into an Exclusive Right to Sell Listing Agreement (the “Listing Agreement”) with Broker with the ultimate goal to:
 - i. Market the Project Area to private developers.
 - ii. Identify redevelopment options that will ensure the planned and cohesive redevelopment of the Project Area for the benefit of both the City and IWU.
 - iii. Seek out private developer proposals for the redevelopment of the Project Area.

- C. Broker Marketing Materials:** Representatives of both the City and IWU will review and approve Broker's marketing materials for the Project Area prior to public issuance.
- D. Proposal Vetting:** Broker shall provide copies of developer proposals to the Parties. The Parties will keep this information confidential while the proposals are under review. The City will be responsible for all expenses associated with the vetting of any responses / proposals from private developers.
- E. Assist the Broker:** The Parties will make reasonable and appropriate efforts to assist Broker in its effort to market the Project Area to potentially interested parties. IWU will make available to Broker any and all information about the IWU Parcels deemed necessary by Broker to market the Project Area. The City will make available to Broker any and all information about the City Parcel deemed necessary by Broker to market the Project Area.
- F. General Guidelines for Redevelopment:** The Parties will direct Broker to specify that private developer proposals should conform to the following general guidelines:
- i. Proposals will preferably include new, mixed-use structures with ground floor retail / commercial and upper-story residential units. Residential units should be market-rate and should not be targeted to college students or to senior citizens.
 - ii. Proposals should be transit-oriented and pedestrian friendly.
 - iii. Proposals should ideally be submitted by a single, master developer, with a comprehensive plan for the entire Project Area.
 - iv. Proposals may include the rededication and reconstruction of East Street, as public right of way between Walnut Street and Chestnut Street.
 - v. Proposals should be sensitive to the historic character of the adjacent Franklin Square neighborhood, a designated historic district listed on the National Register of Historic Places.

Notwithstanding the aforesaid general guidelines, the Parties reserve the right to jointly consider and, where appropriate, approve private developer proposals presented by Broker which may not necessarily meet each of the aforesaid general guidelines.

- G. Term of Listing Agreement:** The Listing Agreement shall become effective upon the date fully executed by the Parties and will terminate eighteen (18) months after the date fully executed (the "Listing Term"). In the event the Parties do not provide Broker with written notice three (3) months prior to the end of the Listing Term, then the Listing Agreement will automatically renew for an additional six (6) months. The Listing Agreement may be terminated by the Parties with sixty (60) days written notice to Broker, with or without cause, by vote of the governing boards of the Parties.

- H. Broker Commission:** It is agreed between the Parties that Broker's commission shall be split based upon the Parties' percentage of land ownership as follows: City shall pay 73.30% of the commission due Broker and IWU shall pay the remaining 26.70% of the commission due Broker. This commission split shall be detailed in the Listing Agreement.

Section 4. Use of the Parking Lots

- A.** As the IWU Parking Lot and the City Parking Lot are adjacent and interconnected, and, until such a time as a redevelopment of the Project Area commences, it would be beneficial to both the City and IWU for these parking lots to be used by members of the public attending events at the IWU campus or at nearby City-owned facilities. Therefore, IWU and the City agree that both Parties may make use of either Parties' Parking Lot at any time and for any purpose throughout the term of this MOU.
- B.** The City, at its option and cost, may cause for improvements to be made to the IWU Parking Lot, including, but not limited to, restriping or patching. Any improvements made by the City to the IWU Parking Lot shall be approved by IWU in a writing prior to being made by the City or the City's contractor.
- C.** The City, at its option and cost, may cause for the removal of snow or other debris from the IWU Parking Lot in order to make both parking lots available for use.
- D.** The Parties further agree that either party will be responsible for insurance and all other maintenance of its respective parking lot throughout the term of this MOU.
- E.** IWU hereby grants the City access to the IWU Parcels for the forgoing purposes.

Section 5. IWU Buildings

- A.** The IWU Buildings are currently registered under the City's Neighborhood Perseveration Ordinance (NPO). IWU agrees to maintain the IWU Buildings in accordance with the NPO.
- B.** To better prepare the site for redevelopment, IWU commits to commence the demolition of the IWU Buildings prior to the sale or transfer of the IWU Parcels. IWU shall secure appropriate permits and approvals from the City prior to commencement of the demolition.

IWU shall be responsible for all costs associated with the demolition of the IWU Buildings. The City will cooperate with IWU in providing access to the IWU Parcels from the City Parcel. IWU shall be responsible for costs associated with restoration of the City Parcel after the completion of the demolition of the IWU Buildings.

Section 6. Duration

- A. This MOU is at-will and may be modified by mutual consent of authorized officials from the City and IWU.
- B. This MOU shall be effective upon signature by the authorized officials from the City and IWU and will remain in effect until modified or terminated by any one of the Parties by mutual consent.
- C. In the absence of mutual agreement by the authorized officials from the City and IWU this MOU shall end on May 31, 2021.
- D. Nothing in this MOU shall be deemed, construed or interpreted as binding either Party to undertake any form of redevelopment of the Project Area or any part thereof. Likewise, nothing herein shall be deemed, construed or interpreted as prohibiting either Party from independently undertaking redevelopment of that Party's owned parcels. Neither Party shall be deemed bound to enter into an agreement to undertake or participate in any redevelopment project unless and until both Parties agree to all terms and conditions of any such redevelopment project and all such terms and conditions have been reduced to a separate writing which is signed by the Parties.

[Signature page to follow]

IN WITNESS WHEREOF, the City and IWU have caused this MOU to be executed by their duly authorized officers or manager(s) as of the date set forth below.

City of Bloomington, McLean County, Illinois

By: [Signature]
City Manager

ATTEST

By: [Signature]
City Clerk

Date: 6-28-19

Illinois Wesleyan University

By: [Redacted Signature]
Title: Vice President for Business + Finance

Date: 5/23/19

ATTEST

By: Nancy E. Rinda
Title: _____

Date: May 23, 2019



[Exhibit A follows this page and is an integral part of this MOU in the context of use.]

Exhibit A

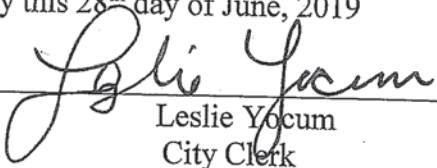
[Exhibit A – Former Mennonite Hospital Redevelopment Project Area Map Attached]

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) ss:
)
CITY OF BLOOMINGTON)

I, LESLIE YOCUM, the duly appointed and qualified City Clerk of the City of Bloomington, Illinois do hereby certify that the foregoing is a perfect and complete copy of the Exclusive Right to Sell Listing Agreement, which was presented, passed and approved at a regular meeting of said City Council held on the 24th day of June, 2019, by an affirmative vote of the majority of all members then holding office, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and the seal of the said

City this 28th day of June, 2019



Leslie Yocum
City Clerk



DEVONSHIRE REALTY
P. O. Box 140
Champaign, IL 61824-0140

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

THIS AGREEMENT is entered into this 11 day of July, 2019, by and between CBCDR LLC d/b/a COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY (Broker) and CITY OF BLOOMINGTON, ILLINOIS and ILLINOIS WESLEYAN UNIVERSITY (collectively "Owner").

In consideration of Owner's acceptance of the services to be performed by Broker and the commissions to be paid by Owner, the parties agree that Broker is granted the exclusive right to market and sell the commercial real estate (Property) more particularly described and upon the terms as follows:

PROPERTY ADDRESS: 801-807 N. Main & 208 E. Chestnut, Bloomington, Illinois 61701

PROPERTY TAX IDENTIFICATION NUMBERS: 21-04-133-009, 21-04-133-010, 21-04-205-014

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

1. **LISTING TERM:** This Agreement shall become effective upon the date fully executed and will terminate eighteen (18) months after the date fully executed. In the event Owner does not provide Broker with written notice three (3) months prior to the end of the Listing Term, then this Agreement will automatically renew for an additional six (6) months. This Agreement may be terminated by the Owner with sixty (60) days written notice to Broker, with or without cause, by vote of the governing boards of the Owner.

2. **COMMISSION:** In the event (i) a contract to purchase, develop or lease the Property is executed by the Owner and a Buyer, Developer, or Lessee (hereinafter referred to as "Buyer") during the term of this Agreement; or (ii) if Owner contributes or conveys the Property to a partnership, joint venture or other business entity; or (iii) if Owner is a corporation, partnership or other business entity and an interest in said business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of the sale of the Property, then, without incurring commission to another broker, Owner shall pay Broker a commission of One Hundred Thousand Dollars and no/100 (\$100,000.00); which commission shall be paid at the time Owner and buyer (successors and assigns) close on the Property or interest and title to the Property or an interest in the Property is transferred.

The commission due to Broker by the Owner shall be split based on their percentage of land ownership as follows: City of Bloomington, Illinois shall pay 73.30% of the commission due Broker and Illinois Wesleyan University shall pay the remaining 26.70% of the commission due Broker.

Owner also agrees to pay the commission to Broker if a contract is executed within six (6) months after termination of this Agreement to a prospect submitted by Broker during the term of this Agreement, or to anyone with whom Owner dealt during the term of this Agreement. Within five (5) days after the termination of the Agreement, Broker shall submit to Owner at the address listed herein via certified mail, a list of prospects (Prospect List) that Broker submitted to the Owner or Owner's Property during the term of the Agreement. The Prospect List shall serve as notice to Owner and formal registration of those prospects which may earn Broker a commission in the event that the Property is sold to a prospect during the six (6) month period. Broker's failure to submit a Prospect List shall not waive any rights to commissions that may be due Broker under this Agreement. In addition, Broker's submittal of the Prospect List shall not waive any rights to commissions that may be due for those leases executed by anyone with whom Owner dealt during the term of the Agreement.

The full commission is payable at closing. If no closing occurs as a result of buyer's default, Broker will waive the commission and this Agreement will continue for the balance of the term, but if the closing fails to occur as a result of Owner's default or the failure of Owner to act in good faith and due diligence toward closing on the sale or exchange of the Property or an interest in the Property, then the commission under this Agreement will become immediately due.

3. **EXCHANGES:** The term "sale" shall include any exchange or trade to which Owner consents. In the event that Owner exchanges or trades the Property through the services of Broker or during the term of this Agreement, Broker shall be entitled to the same commission as stated in paragraph 2. as though the Owner had sold the Property. The Owner acknowledges that there may be tax consequences arising out of the exchange or trade of the Property and is advised to seek competent tax advice if the Owner chooses to do so.

4. **CONTRIBUTED PROPERTY:** If the Owner donates the Property to a charitable or not for profit organization, a commission as stated in paragraph 2. will be due.

5. **LEASE:** In the absence of a separate Exclusive Agency Listing Agreement for the Lease of the Property, and in the event the Owner executes a contract to lease the Property through the services and efforts of Broker, or during the term of this Agreement, including the six (6) month period after the termination of the Agreement if the prospect was submitted to Owner in the Prospect List per paragraph 2. or to anyone whom Owner dealt with during the term of the Agreement, then, without incurring commission to another broker, Owner shall pay Broker a commission as stated in paragraph 2. Said commission shall be paid at the time Owner and tenant (successors and assigns) enter into said lease.

6. **AGENCY DISCLOSURES:** Broker designates Ryan Murphy (Owner's Designated Agent), as a sales associate affiliated with Broker, to act as the only legal agent of Owner for purposes of marketing the Property under this Agreement to the exclusion of all brokers or salespersons employed by or affiliated with Broker, unless and until Broker notifies Owner in writing to the contrary.

Broker reserves the right to name additional Designated Agents. If additional Designated Agents are named, Broker agrees to notify Owner in writing within a reasonable time. If other brokers or salespersons

employed by or affiliated with Broker are designated as the legal agents of the prospective buyer of the Property, then Broker agrees to instruct each of the designated brokers or salespersons to act exclusively for the party they have been designated to represent and not to share or attempt to obtain information not appropriate to share or obtain with representatives of adverse parties.

7. **COOPERATING AGENTS / BROKERS:** Owner understands and agrees that other salespersons affiliated with Broker, other than Owner's Designated Agent(s), may represent the actual or prospective buyer (Buyer's Agent) of Owner's property. Further, Owner understands and agrees that if the Property is sold through the efforts of a sales associate affiliated with Broker who represents the Buyer, the other sales associate affiliated with Broker will be acting as a Buyer's designated agent.

Owner acknowledges that potential buyers may elect to employ the services of a different licensed real estate broker or sales associate as their own agent. Broker is authorized to show the Property to prospective buyers represented by Buyer's Agent and Broker, in its sole discretion, may pay a part of the above commission to Buyer's Agent or other cooperating agents. Broker is authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will offer cooperating brokers in the sale of the Property.

8. **DUAL AGENCY:** Owner acknowledges that Broker may represent prospective Buyers as well as Owner and Broker agrees as such to provide Owner with a Disclosure and Consent to Dual Agency form for Owner to execute if Owner agrees to the dual agency.

9. **BROKER'S DUTIES:** Broker shall use its best efforts to produce a Buyer ready, willing, and able to purchase, develop or lease the Property at terms acceptable to Owner; shall assist to the extent requested by Owner, in negotiating the terms of and filling out a real estate purchase agreement; and comply with all applicable laws in performing its duties. Accept delivery of and present to the Owner offers and counteroffers to buy, sell, or lease the Owner's property or the property the Owner seeks to purchase or lease; assist the Owner in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and answer the Owner's questions relating to the offers, counteroffers, notices, and contingencies. Broker shall seek proposals from a Buyer in conformance with the following guidelines:

i. Proposals will preferably include new, mixed-use structures with ground floor retail / commercial and upper-story residential units. Residential units should be market-rate and should not be targeted to college students or to senior citizens.

ii. Proposals should be transit-oriented and pedestrian friendly.

iii. Proposals should ideally be submitted by a single, master developer, with a comprehensive plan for the entire Project Area.

iv. Proposals may include the rededication and reconstruction of East Street, as public right of way between Walnut Street and Chestnut Street.

v. Proposals should be sensitive to the historic character of the adjacent Franklin Square neighborhood, a designated historic district listed on the National Register of Historic Places.

10. **OWNER'S COVENANTS:** Owner agrees to cooperate with Broker, its agents and cooperating brokers fully with respect to Broker's efforts to market and sell the Property. Owner agrees to refer to Broker all inquiries received relating to the sale of the Property and to conduct all negotiations with prospective buyers of the Property through Broker. Owner further agrees to furnish Broker any information concerning the Property as Broker may reasonably request from time to time.

The Owner represents and warrants that it is either the owner of the Property, the beneficiary under the land trust that owns the Property or is the authorized agent of the Owner who has the power and authority to enter into this Contract on behalf of the legal or beneficial owner of the Property.

11. **CONDITION OF PROPERTY:** Broker is not charged with the custody of the Property, nor its management, upkeep or repair. Owner understands that the information furnished by Owner to Broker will be used to advertise Owner's property to the public and it is necessary that the information is accurate. Owner acknowledges that Owner may be liable to a buyer for any latent or hidden undisclosed defects in the Property that are known to Owner and not disclosed to a buyer.

Owner agrees to disclose to Broker and prospective buyers all information that Owner has or may obtain regarding the Property. Broker is authorized to disclose all such information to prospective buyers. Owner agrees to indemnify and save harmless Broker and its officers, employees and agents against any and all actions, claims, damages and liabilities (a) relating to the condition of the Property; (b) pertaining to the presence and location of asbestos, PCB transformers, underground storage tanks and any hazardous or contaminated substances in, on or around the Property and any damage or injury to person or Property resulting from or occurring in, on or about the Property.

Owner agrees to keep the Property in good repair / condition during the term of the Agreement.

12. **INDEMNIFICATION:** Owner agrees to indemnify, defend and hold Broker and its sales agents harmless from any and all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from Owner's breach of this Agreement, from any incorrect information or misrepresentation supplied by Owner to Broker or from any material facts, including latent defects, that are known to Owner and that Owner fails to disclose to Broker or any of its sales agents.

13. **MARKETING:** Owner authorizes Broker to place and remove listing signs on or from the Property and to advertise through various print media, the internet or other similar means or media and to photograph the same and use such photographs in the negotiations of a sale. Owner further authorizes Broker

and or cooperating brokers to conduct showings of the Property and grants Broker and or cooperating brokers access to the Property to show the same at reasonable hours.

14. **DEFAULT:** In the event either party fails to perform it's obligations under this Agreement and if it becomes necessary for either party to retain an attorney or initiate any legal proceedings in order to secure conformance with this Agreement, then in addition to all other sums either party may be entitled to recover, either party shall also be entitled to recover court costs, reasonable attorney fees, pre-judgment and post-judgment interest and all other costs incurred by either party in connection therewith. Owner acknowledges that Broker shall have all rights granted to Brokers under the Illinois Commercial Real Estate Broker Lien Act.

15. **EARNEST MONEY:** Earnest money deposited by a prospective buyer shall be held in escrow until closing with the Escrowee allowed to retain expenses incurred for Owner and to pay the earnest money into court in the event of a dispute. IN THE EVENT THAT OWNER RETAINS THE EARNEST MONEY, OR ANY PART THEREOF AS A RESULT OF THE PROSPECTIVE TENANTS DEFAULT, THEN BROKER IS ENTITLED TO ONE-HALF (1/2) OF THE AMOUNT OWNER RECEIVES LESS ANY EXPENSES OR LOSSES OWNER MAY HAVE AS A RESULT OF THE TENANT DEFAULT.

16. **NONDISCRIMINATION:** THE PARTIES ACKNOWLEDGE THAT IT IS ILLEGAL FOR EITHER OWNER OR BROKER TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON BECAUSE OF HIS RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, OR PHYSICAL DISABILITY.

17. **AMENDMENTS IN WRITING:** No amendment or alterations in the terms of this Agreement will be valid or binding unless made in writing and signed by Owner and Broker.

18. **ACKNOWLEDGMENT:** All persons signing below have read and understand this Agreement.

19. **BINDING EFFECT:** This Agreement shall be binding upon the heirs, successors, administrators and assigns of the parties hereto.

20. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

21. **EXECUTION AND COUNTERPARTS:** This contract contains the entire agreement of the parties and cannot be changed except by their written consent. This Agreement supersedes all prior agreements and understandings between the Owner and Broker with respect to the Property. This Agreement may be executed in any number of counterparts, each and all of which shall be deemed for all purposes to be one agreement.

22. **MISCELLANEOUS:** If more than one Owner or buyer is involved, the pronouns and grammatical structure shall be understood to conform.

OWNER: CITY OF BLOOMINGTON,
ILLINOIS

BROKER: CBCDR, LLC

By: _____

Name: _____

Title: _____

Phone: _____

Fax: _____

Dated: _____

E-mail: _____

By: _____

Name Ryan Murphy

Title: Designated Agent

Phone: _____

Fax: _____

Dated: 7/11/19

E-mail: _____

OWNER: ILLINOIS WESLEYAN UNIVERSITY

By: _____

Name: Matt Bierman

Title: Vice President for Business & Finance

Phone: _____

Fax: _____

Dated: May 20, 2019

E-mail: _____

**COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY
DISCLOSURE AND CONSENT TO DUAL AGENCY
COMMERCIAL**

NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED.

The undersigned CBCDR, LLC (Licensee), the designated agent, and any subsequent designated agent(s) may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property 800 Block of North Main Street, Bloomington, Illinois (property address)

The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document, please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

What a Licensee Can Do For Clients When Acting as a Dual Agent

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

What a Licensee Cannot Disclose to Clients When Acting as a Dual Agent

1. Confidential information that Licensee may know about the clients, without that client's permission.
2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price the buyer or tenant should offer.
5. A recommended or suggested price the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and their buyer or tenant) should that become necessary.

CLIENT: _____

(Seller/Lessor)

CLIENT: _____

(Seller/Lessor)

DATE: _____

LICENSEE: _____

CLIENT: _____

(Buyer/Lessee)

CLIENT: _____

(Buyer/Lessee)

DATE: _____



**COLDWELL BANKER COMMERCIAL
DEVONSHIRE REALTY**

201 W. Springfield, 11th Floor
Champaign, IL 61820
(217) 352-7712
(217) 352-5513 FAX

May 11, 2021

City of Bloomington
115 East Washington Street
Bloomington, IL 61701

RE: 801-807 N. Main & 208 E. Chestnut, Bloomington, IL 61701

LISTING AGREEMENT EXTENSION / PRICE CHANGE

I the undersigned Owner(s) of the property described above, listed for sale through Coldwell Banker Commercial Devonshire Realty, do hereby request:

- ☒ That the term of said Listing Agreement be extended to and including
May 31, 2022.
- ☐ Other Changes _____.

I specifically agree that these changes shall not invalidate my present Listing Agreement except to the extent that those changes stated above be made.

Dated this _____ day of May, 2021.

COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY

Agent – CBCDR

Owner – City of Bloomington, Illinois

Owner – Illinois Wesleyan University

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING II BETWEEN
THE CITY OF BLOOMINGTON AND ILLINOIS WESLEYAN UNIVERSITY TO
SUPPORT THE MARKETING AND REDEVELOPMENT OF THE PROPERTIES IN
THE 800 BLOCK OF NORTH MAIN STREET**

This First Amendment, made and entered into this 24th day of May 2021, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter “CITY”), and ILINOIS WESLEYAN UNIVERSITY, (hereinafter “Wesleyan”), WITNESSETH that:

WHEREAS, on June 28, 2019, a Memorandum of Understanding II (“MOU”) was made between the City and Wesleyan to support the marketing and redevelopment of the properties in the 800 block of North Main Street; and

WHEREAS, the MOU provided the parties would enter into a joint listing agreement for the marketing of the properties and take other actions to promote the sale and development of the properties; and

WHEREAS, due to the COVID-19 pandemic, there have been impediments in the marketing and selling of the properties and the parties therefore desire to extend the MOU and existing listing agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendment to Section 3(G). Section 3(G) of the MOU shall be amended as follows:

G. Term of Listing Agreement. The Listing Agreement shall become effective upon the date fully executed by the Parties and will terminate eighteen (18) months after the date fully executed (the “Listing Term”). In the event the Parties do not provide Broker with written notice three (3) months prior to the end of the Listing Term, then the Listing Agreement will automatically renew for an additional six (6) months. The Listing agreement may be terminated by the Parties with sixty (60) days written notice to Broker, with or without cause, by vote of the governing board of the Parties. Upon termination of the Listing Agreement, the parties may enter into a new listing agreement that shall not exceed May 31, 2022.

3. Amendment to Section 6(C). Section 6(C) of the MOU shall be amended as follows:

C. In the absence of mutual agreement by the authorized officials from the City and IWU this MOUS shall end on May 31, ~~2021~~ 2022.

4. In all other respects the MOU shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Professional Management Services Agreement in duplicate this day and year first above written.

PASSED this 24th day of May 2021.

APPROVED this _____ day of May 2021.

CITY OF BLOOMINGTON

By: _____
Mboka Mwilambwe, Mayor

ATTEST:

By: _____
Leslie Smith-Yocum, City Clerk

ILLINOIS WESLEYAN UNIVERSITY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

ORDINANCE NO. 2021 - ____

AN ORDINANCE APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING II BETWEEN THE CITY OF BLOOMINGTON AND ILLINOIS WESLEYAN UNIVERSITY TO SUPPORT THE MARKETING AND REDEVELOPMENT OF THE PROPERTIES IN THE 800 BLOCK OF NORTH MAIN STREET AND AUTHORIZING EXECUTION OF THE RELATED LISTING AGREEMENT EXTENSION

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

WHEREAS, on June 28, 2019, a Memorandum of Understanding II (“MOU”) was made between the City and Wesleyan to support the marketing and redevelopment of the properties in the 800 block of North Main Street; and

WHEREAS, the MOU provided the parties would enter into a joint listing agreement for the marketing of the properties and take other actions to promote the sale and development of the properties; and

WHEREAS, due to the COVID-19 pandemic, there have been impediments in the marketing and selling of the properties and the parties therefore desire to extend the MOU and existing listing agreement.

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 recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The First Amendment to Memorandum of Understanding II is hereby approved and the Mayor is authorized to execute same.

SECTION 3. The Listing Agreement Extension with Coldwell Banker Commercial Devonshire Reality is approved and the City Manager is authorized to execute same.

SECTION 4. 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 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be effective after the date of its publication as required by law.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 24th day of May 2021.

APPROVED this ____ day of May 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.M

FOR COUNCIL: May 24, 2021

SPONSOR: Facilities Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Approving a Lease Extension Agreement between the City of Bloomington and the United States Postal Service for the Postal Substation located at 400 N. Center Street in the Market Street Parking Garage, as requested by the Facilities Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

-Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: The United States Postal Service (USPS) has requested to extend the current lease for the postal substation located at 400 North Center Street in the Market Street Garage for an additional three (3) years. The USPS has leased this space since 1976. This high-use substation serves Downtown businesses and area residents by offering a convenient location to purchase postage for personal and business mail, ship packages, and receive mail via onsite PO Boxes. The current hours of operation are Monday through Friday, 9:00 a.m. - 4:30 p.m. While the USPS has closed many post offices across the county in recent years, including many downtown post offices in communities of all sizes, the Postal Service's desire to retain the Market Street Garage substation in Bloomington should be viewed as an indicator of the vitality of Bloomington's downtown. The continuation of the City's partnership with the USPS will assist in the retention and attraction of businesses and residents to the downtown area. The current lease expires May 31, 2021. The term of the new lease will begin June 1, 2021 and terminate on May 31, 2024. Prior renewals with the USPS have typically been for 5 years, but the 3-year renewal is being pursued due to the age of the facility and anticipated replacement of the entire garage within a 3 to 5 year time frame.

The special provisions of the lease extension remain unchanged and are summarized below:

- The USPS may not sublet any part of the premises or assign the lease without the prior written consent of the City (such consent shall not be unreasonably withheld).
- The City shall not be responsible for rebuilding the facility if damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or otherwise (the City is only responsible for maintenance, repair, or replacement as provided in the lease).
- The USPS shall pay for all recurring water and sewer bills during the continuance of the lease (provided the City furnishes the appropriate systems in good working order).

The annual rental rate for the new lease is \$15,316.65 to be paid in equal installments at the end of each calendar month. This rate is equivalent to \$10.52 per square foot which is comparable to the price per square foot for other commercial properties in the downtown area and across the City according to a recent commercial real estate market survey conducted by the Bloomington-Normal Economic Development Council (BNEDC). The agreed upon lease rate represents a 5% increase over the previous agreement. Over the proposed three-year lease, the City will earn \$49,949.95 which will be deposited in the "Parking-Property and Facilities Rental Fees" account to support the maintenance of the City's parking facilities.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic and believe this lease extension provides a valued service to the entire community. The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: US Postal Service, Community & Economic Development Department

FINANCIAL IMPACT: If the extension of the agreement is approved, the lease fee of \$15,316.65 annually (\$1,276.39 monthly) will be deposited into Parking-Property and Facilities Rental Fees account (10015490-54430). Only 1 month of revenue was included in the FY 2022 Budget as the previous agreement was set to expire on May 31, 2021. Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Budget Overview & General Fund" on page 228.

COMMUNITY DEVELOPMENT IMPACT: Extension of the lease provides a valued service to the community.

Respectfully submitted for Council consideration.

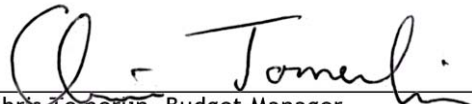
Prepared by: Russel Waller, Director of Facility Management

Reviewed by:



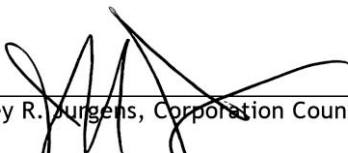
Russel Waller, Director of Facility Management

5/10/2021



Chris Tomerlin, Budget Manager

5/10/2021



Jeffrey R. Jurgens, Corporation Counsel

5/18/2021



Tara Henry, Legislative Assistant

5/20/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- FAC 1B Lease Extension to Landlord_Bloomington IL
- FAC 1C USPS Lease Extension Ordinance



Lease Extension

Facility Name/Location

FINANCE STA (160792-005)

400 N CENTER ST, BLOOMINGTON, IL 61701-3908

Lease Extension No: 001

Lease: Q90000464248

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 06/07/2016, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to extend said Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

To extend the terms and conditions of the said Lease, as the same may have been modified or amended, for a fixed term basis beginning and ending 05/31/2024 at an annual rental of \$15,316.65.

In all other respects, the Lease shall remain the same and is hereby confirmed.



Lease Extension

EXECUTED BY LANDLORD this 24th day of May, 2021.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: City of Bloomington

Mboka Mwilambwe, Mayor
Name & Title

Name & Title

Name & Title

Name & Title

Name & Title

Name & Title

Name & Title

Name & Title

Landlord's Address: CITY OF BLOOMINGTON

ATTN DIRECTOR OF FINANCE

109 E OLIVE ST

BLOOMINGTON, IL Zip+461701-5219

Landlord's Telephone Number(s): (309) 434 - 2492 (309) 434 - 2858

Federal Tax Identification No.: XX-XXX1563

Witness

Witness

- Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Paul S Frye
Contracting Officer

Signature of Contracting Officer

FACILITIES REAL ESTATE PO Box 27497, GREENSBORO, NC 27498-1103
Address of Contracting Officer



Real Estate Conflict of Interest Certification

Facility Name/Location

Bloomington - Finance Station

160792-005

County: **McLean**

400 N Center St, Bloomington, IL

61701-3908

Lease: **Q90000464248**

To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Landlord/Licenser/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, CITY OF BLOOMINGTON hereby certify to the Postal Service as follows:
[PRINT: Name of potential Landlord]

A. (Check all that apply) I am:

- (i) ☐ A Postal Service employee;
- (ii) ☐ The spouse of a Postal Service employee;
- (iii) ☐ A family member of a Postal Service employee; (Relationship) _____
- (iv) ☐ An individual residing in the same household as a Postal Service employee;
- (v) ☐ I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing or licensing space or intending to lease or license space to the Postal Service; OR
- (vi) ☒ None of the above.

B. (Complete as applicable):

i I have the following job with the Postal Service:

(Title) _____ (Location) _____

ii My spouse who works for the Postal Service holds the following job:

(Title) _____ (Location) _____

iii My family member who works for the Postal Service holds the following job:

(Title) _____ (Location) _____

iv My household member who works for the Postal Service holds the following job:

(Title) _____ (Location) _____

C. If you have checked "none of the above" and during the lease or license term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.

D. The person signing this certification has full power of authority to bind the potential Landlord/Supplier/Contractor named above.

Executed this 24th day of May, 20 21

BY: _____
[Insert Signature]

BY: Mboka Mwilambwe
[PRINT: name of entity or person]

Title: Mayor
[Insert title]

[INTERNAL USE ONLY: 1) If A (vi) 'none of the above' is selected, stop, file form with the lease/license. 2) If other items are selected, submit form to Ethics.help@usps.gov. File form and Ethics determination with the lease/license.]

ORDINANCE NO. 2021 - _____

**AN ORDINANCE APPROVING A LEASE EXTENSION AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON AND THE UNITED STATES POSTAL SERVICE FOR
THE POSTAL SUBSTATION LOCATED AT 400 N. CENTER STREET IN THE
MARKET STREET PARKING GARAGE**

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

SECTION 1. That the proposed Lease Extension Agreement between the City of Bloomington and the United States Postal Service for the Postal Substation located at 400 N. Center Street in the Market Street Parking Garage is approved and the City Manager and City Clerk are authorized to execute said Lease Extension Agreement and any related documents.

SECTION 2. 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 3. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 4. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 5. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 24th day of May 2021.

APPROVED this ____ day of May 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.N

FOR COUNCIL: May 24, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 6

SUBJECT: Consideration and action on an Ordinance Approving a Zoning Map Amendment from B-2, Local Commercial District, to M-2, General Manufacturing District, for the Property Located at 1300 W. Washington Street, 1.23 Acres More or Less, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

-Objective 3c. Revitalization of older commercial homes

BACKGROUND: The subject property, 1300 W. Washington Street, is located near the Union Pacific Railroad's intersection with W. Washington Street. The property is currently zoned B-2, Local Commercial District. The property is approximately 1.23 acres and was originally constructed as the office of the Funk Brothers' Seed Company. The property has been used for multiple light industrial and commercial uses including the American College of Technology, and recently, a fabricated metal parts company and arts and crafts mall. The property is adjacent to other M-2 zoned properties including the Upper Limits Rock Climbing Gym. The property was rezoned in 1997 from M-2, General Manufacturing District to B-2 to facilitate redevelopment of the upper floor into retail space. The B-2 District is intended for lighter retail and restaurant uses, typically located near a residential neighborhood.

The petitioner is requesting the zoning map amendment to rezone the property from B-2, Local Commercial District to M-2, General Manufacturing District. The petitioner stated that their intention is to redevelop the property for local food production/hydro and aquaponics. The proposed district allows for a combination of primary and secondary industrial, packaging, fabrication, warehouse, and storage uses, as well as hydroponics and aquaponics. Once the rezoning is approved, any of the M-2 uses permitted by right could conceivably be admissible at this site. A list of permitted uses in the M-2 District is available online at <https://ecode360.com/34414781>.

The Planning Commission held a public hearing on the requested map amendment on April 28, 2021. The Commission found the requested amendment to be in the best interest of the City and not solely for the benefit of the applicant/developer. The Planning Commission recommended approval of the map amendment by a vote of 8-0-0. The recommendation is consistent with the staff recommendation.

The Planning Commission packet from April 28, 2021 is available online at <https://www.cityblm.org/home/showpublisheddocument/26245/637545955284570000>. A recording of the public meeting is available for review online at www.cityblm.org/live <<http://www.cityblm.org/live>>. Minutes from the meeting are attached to this memo.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to redevelop an existing site. Staff is recommending action since delay could negatively impact this investment in our community as well as a potential creative solution to addressing access to healthy foods in Bloomington's west side food desert.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, April 28, 2021. The City published notice of the hearing in *The Pantagraph* on Monday April 12, 2021. Courtesy notices were mailed to 83 property owners within 500 feet of the subject property. City staff placed a large metal notification sign on the property. No one other than the applicant spoke in favor of the petition. No one spoke against the petition.

FINANCIAL IMPACT: The proposed map amendment will allow for investment and redevelopment of an underutilized property adding to the City's tax base and potentially increasing future revenues for the city.

COMMUNITY DEVELOPMENT IMPACT: The 2035 Comprehensive Plan's Future Land Use map envisions this section of Washington Street as a mix of regional commercial, neighborhood commercial, and parks and recreational space. The Land Use Priorities map classifies much of West Washington Street as a Tier 1, or vacant or underutilized land prioritized for infill (re)development. Should the zoning map amendment be granted, the applicant's proposed use of the subject property is also relevant to the following Comprehensive Plan goals: Goal HL-5. Provide access to healthy foods and promote food security to build community, Objective HL-5.2. Facilitate local food processing and distribution and HL-5.2g. Gather and distribute data on local food efforts in the community. Provide access to healthy foods and promote food security to build community, and Objective HL-5.3. Facilitate consumption of healthy, affordable, locally produced food for all residents.

Respectfully submitted for Council consideration.

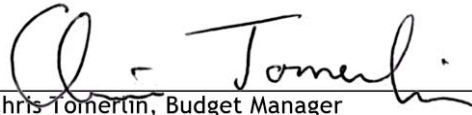
Prepared by: Katie Simpson, City Planner

Reviewed by:



Melissa Hall, Economic and Community Development Director

5/14/2021



Chris Tomertin, Budget Manager

5/17/2021

George Boyle

George Boyle, Assistant Corporation Counsel

5/19/2021



Tara Henry, Legislative Assistant

5/20/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 2B Ordinance Z-11-21
- E&CD 2C DRAFT Minutes 4.28.21

ORDINANCE NO. 2021 - _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM B-2, LOCAL COMMERCIAL DISTRICT, TO M-2, GENERAL MANUFACTURING DISTRICT, FOR THE PROPERTY LOCATED AT 1300 W. WASHINGTON STREET, 1.23 ACRES MORE OR LESS

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting to rezone the property commonly described as one and twenty-three hundredths of an acre located at 1300 W Washington Street (PIN: 21-05-330-007) legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition to rezone the Property from B-2 Local Commercial District to M-2 General Manufacturing District and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the requested rezoning to be in the public interest and not solely for the benefit of the applicant, using the standards and objectives of the City Code as set forth in Chapter 44 Division 17-6, E2; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of rezoning of the Property and zoning map amendment to M-2 General Manufacturing District; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition to rezone said Property.

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. The Council hereby finds that the requested rezoning is in the public interest and not solely for the benefit of the applicant and further adopts the findings of fact made by the Planning Commission.
3. The petition requesting to rezone the property commonly described one and twenty-three hundredths of an acre located at 1300 W Washington Street (PIN: 21-05-330-007) legally described in Exhibit "A" from B-2 Local Commercial to M-2 General Manufacturing District is hereby approved.
4. This Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 24th day of May 2021.

APPROVED this _____ day of May 2021.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

Lot 3 of Funk Seed Subdivision in the City of Bloomington, according to the Plat thereof recorded December 27, 1990 as Document No. 90-21307, McLean County, Illinois.

COMMONLY KNOWN AS: 1300 W Washington Street, Bloomington, IL 61701

PIN: 21-05-330-007

REGULAR AGENDA

C. Z-11 -21 Public hearing, review, and action on a petition submitted by Lauri A. Ludy of CTLTC TRUST 8002379984 to rezone from B-2 Local Commercial District to M-2 General Manufacturing District for the property located at 1300 W Washington Street (PIN:21 - 05 -330-007), Bloomington, Illinois (Ward 6).

Chairperson Headean introduced the case. Ms. Kelly presented the staff report, recommending that the Commission approve the requested zoning map amendment. The applicant proposed to use the property for hydroponic and aquaponic farming.

Ms. Kelly detailed the adjacent zoning and development, explaining that the subject property was originally the Funk Brothers Seed Company office and a potential historic resource. Ms. Kelly argued that the requested rezoning would enable redevelopment of the site in a manner that is compatible with existing surrounding development.

Lauri Ludy, the applicant, was sworn in for testimony. She stated her desire to bring urban agriculture to Bloomington and stated her belief that the existing structure is ideal for such purposes.

Diane Ludy was sworn in for testimony. She spoke in favor of the petition.

Mr. Mohr spoke in support of the proposed use. He motioned to establish the findings of fact as presented by staff. Mr. Danenberger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes; Mr. Muehleck - Yes; Mr. Krieger - Yes; Mr. Mohr - Yes; Ms. McCann - Yes; Ms. Montney - Yes, Chairperson Headean - Yes. The motion was approved (8-0-0).

Mr. Mohr motioned to recommend approval of the petition. Mr. Krieger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes; Mr. Muehleck - Yes; Mr. Krieger - Yes; Mr. Mohr - Yes; Ms. McCann - Yes; Ms. Montney - Yes, Chairperson Headean - Yes. The motion was approved (8-0-0).

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY, APRIL 28, 2021

Page | 1



CONSENT AGENDA ITEM NO. 8.0

FOR COUNCIL: May 24, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 7

SUBJECT: Consideration and action on an Ordinance Approving a Special Use Permit for Chicken-keeping in the R-1C Single-Family Residence District, for the Property Located at 1612 W. Locust Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The subject property, 1612 W. Locust Street, is located within a residential subdivision just north of the intersection of W. Market Street and White Oak Road. The property is approximately 7,627 square feet (50 feet by 152 feet) and is improved with a single-family home and accessory structure. The property owner/applicant is requesting approval of a special use permit to allow the keeping of four chickens. The applicant proposes to locate the coop on the western part of the rear yard and a minimum of ten feet away from all property lines. The property is enclosed with a chain link fence. The applicant also testified that all feed would be stored within the garage to avoid attracting vermin and pests.

Chicken-keeping is regulated by Chapter 44 Division 10-11 of the City Code. Single and two-family homes, an acre or less in size, may keep up to four chickens with a special use permit. Properties larger than an acre may have an additional chicken per each half acre of land. The City's ordinance prohibits keeping roosters and slaughtering chickens. The ordinance also requires adherence to Chapter 8 (Animals and Fowls) and Chapter 22 (Health and Sanitation) of the City Code once the permit has been approved. The special use permit also provides a mechanism for enforcing proper maintenance of the chicken coop as the permit can be revoked if the petitioner fails to comply with City ordinances at any time.

The Zoning Board of Appeals held a public hearing on the requested special use on Wednesday, April 21, 2021. The Board found the requested special use permit to comply with the Zoning Ordinance's standards for Chicken-Keeping (Division 10-11) and the standards for a Special Use Permit (Division 17-7). The Zoning Board of Appeals recommended approval of the Special Use Permit by a vote of 4-0-0. The recommendation is consistent with the staff recommendation.

The Zoning Board of Appeals packet from April 21, 2021 is available online at <https://www.cityblm.org/home/showpublisheddocument/26177/637540741393330000>. A recording of the public meeting is available for review online at www.cityblm.org/live. Draft minutes from the meeting are attached to this memo.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity. Staff is recommending action since this item should have no impact on City resources.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Zoning Board of Appeals held a public hearing on Wednesday, April 21, 2021. The City published notice of the hearing in *The Pantagraph* on Monday April 5, 2021. Courtesy notices were mailed to 54 property owners within 500 feet of the subject property. City staff placed a large metal notification sign on the property. No one other than the applicant spoke in favor of the petition. No one spoke against the petition.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan suggests creating opportunities to encourage local food production. The proposed special use is relevant to the following Comprehensive Plan goals: Goal HL-5. Provide access to healthy foods and promote food security to build community, Objective HL-5.2. Facilitate local food processing and distribution, and Action HL-5.2g. Gather and distribute data on local food efforts in the community.

Goal HL-5. Provide access to healthy foods and promote food security to build community, and Objective HL-5.3. Facilitate consumption of healthy, affordable, locally produced food for all residents.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:


Melissa Horn, Economic and Community Development Director

5/14/2021


Chris Tomertin, Budget Manager

5/17/2021

George Boyle
George Boyle, Assistant Corporation Counsel

5/19/2021


Tara Henry, Legislative Assistant

5/20/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- E&CD 3B Ordinance Chicken-Keeping SP-01-21
- E&CD 3C Exhibit B_Site Plan SP-01-21
- E&CD 3D Draft Minutes SP-01-21

ORDINANCE NO. 2021 - _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN
THE R-1C, SINGLE-FAMILY RESIDENCE DISTRICT, FOR THE PROPERTY LOCATED AT
1612 W. LOCUST STREET**

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a special use permit for the keeping of chickens, for the property located at 1612 W. Locust Street (PIN: 21-05-176-009), legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a site plan, illustrated in Exhibit “B” and hereinafter referred to as “Plan”; and

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

WHEREAS, the Bloomington Zoning Board of Appeals, made findings of fact that such Special Use, as illustrated in the Plans hereinafter described in Exhibit B, complied with the standards for granting such special use permit, specifically:

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

WHEREAS, the Bloomington Zoning Board of Appeals, made findings of fact that such Special Use as illustrated in the Plans hereinafter described in Exhibit B, complied with the use provisions for chicken-keeping, specifically:

- 1.) On lots less than or equal to one acre with a primary use of a single-family or two-family dwelling, the keeping of up to four chickens may be permitted as an accessory use and shall comply with Chapter 8 and Chapter 22 of the Bloomington Code, 1960, as amended.
- 2.) On lots greater than one acre with a primary use of a single-family or two-family dwelling, the keeping of up to four chickens plus one additional chicken per half

acre in excess of one acre may be permitted as an accessory use and shall comply with Chapter 8 and Chapter 22 of the Bloomington Code, 1960, as amended.

- 3.) Neither the keeping of roosters nor the keeping of chickens for slaughter shall be permitted.
- 4.) Chickens shall be provided with a covered enclosure and must be kept in the covered enclosure or a fenced enclosure at all times.
- 5.) Enclosures are not permitted in any front or side yard and shall be set back a minimum distance of 10 feet from all property lines.
- 6.) All feed and other items associated with the keeping of chickens that are likely to attract or to become affected by pests shall be protected and stored.

WHEREAS, the City Council is authorized to adopt this Ordinance and grant this special use permit.

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. The Council hereby adopt the findings of fact made by the Zoning Board of Appeals.
3. The Special Use Permit for chicken-keeping, for the property at 1612 W Locust Street, legally described in Exhibit "A" and illustrated in Exhibit "B" which is attached hereto and made part hereof by this reference, is hereby approved.
4. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 24th day of May 2021.

APPROVED this _____ day of May 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

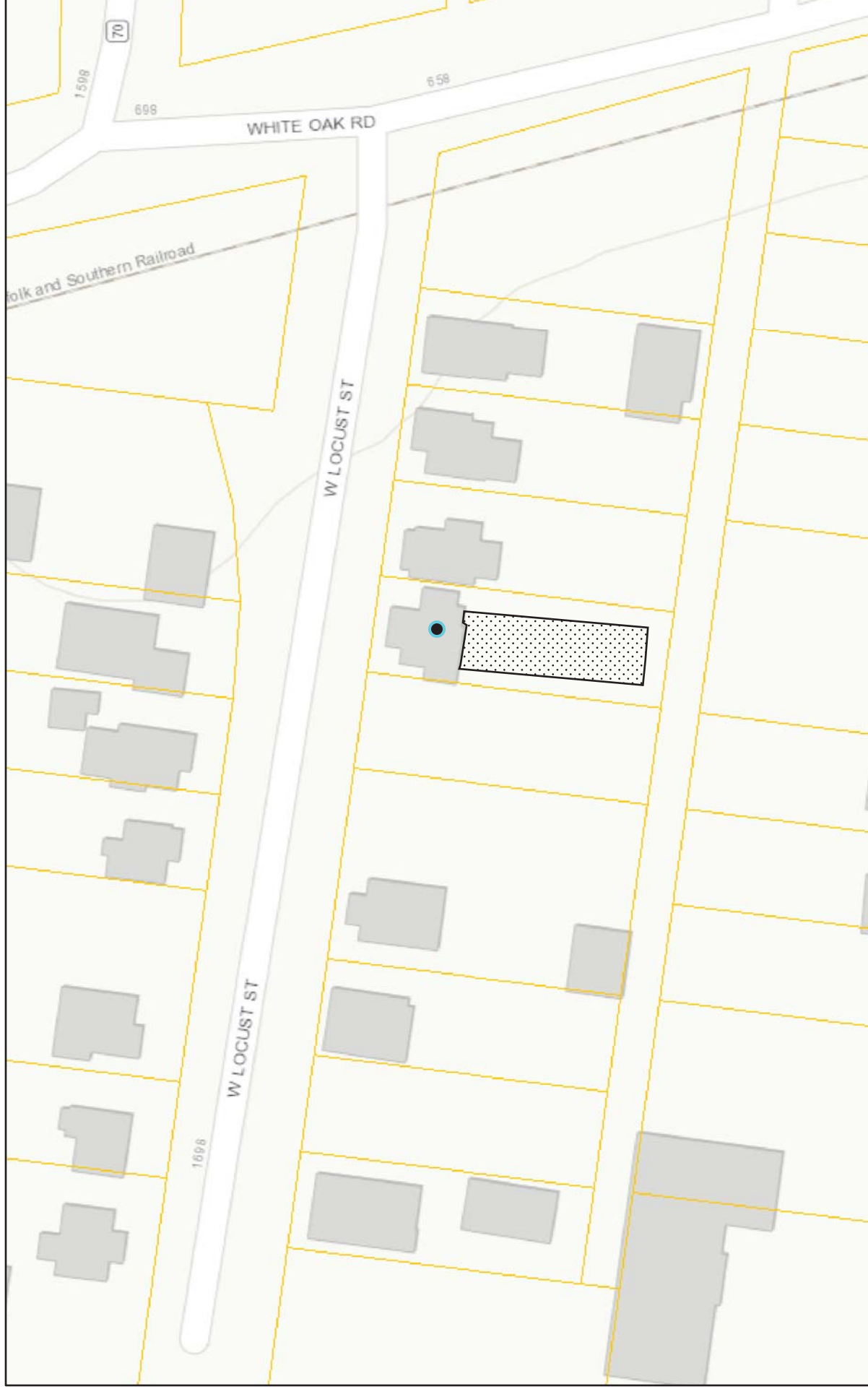
Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

WILLIAMS & RICE'S ADD NW 05-23-02E

LOT 6 OF BLOCK 2



4/7/2021, 4:50:33 PM

1:1,128



McGIS-McLean County GIS, Esri, HERE, Garmin, INCREMENT P, USGS,

EXHIBIT B

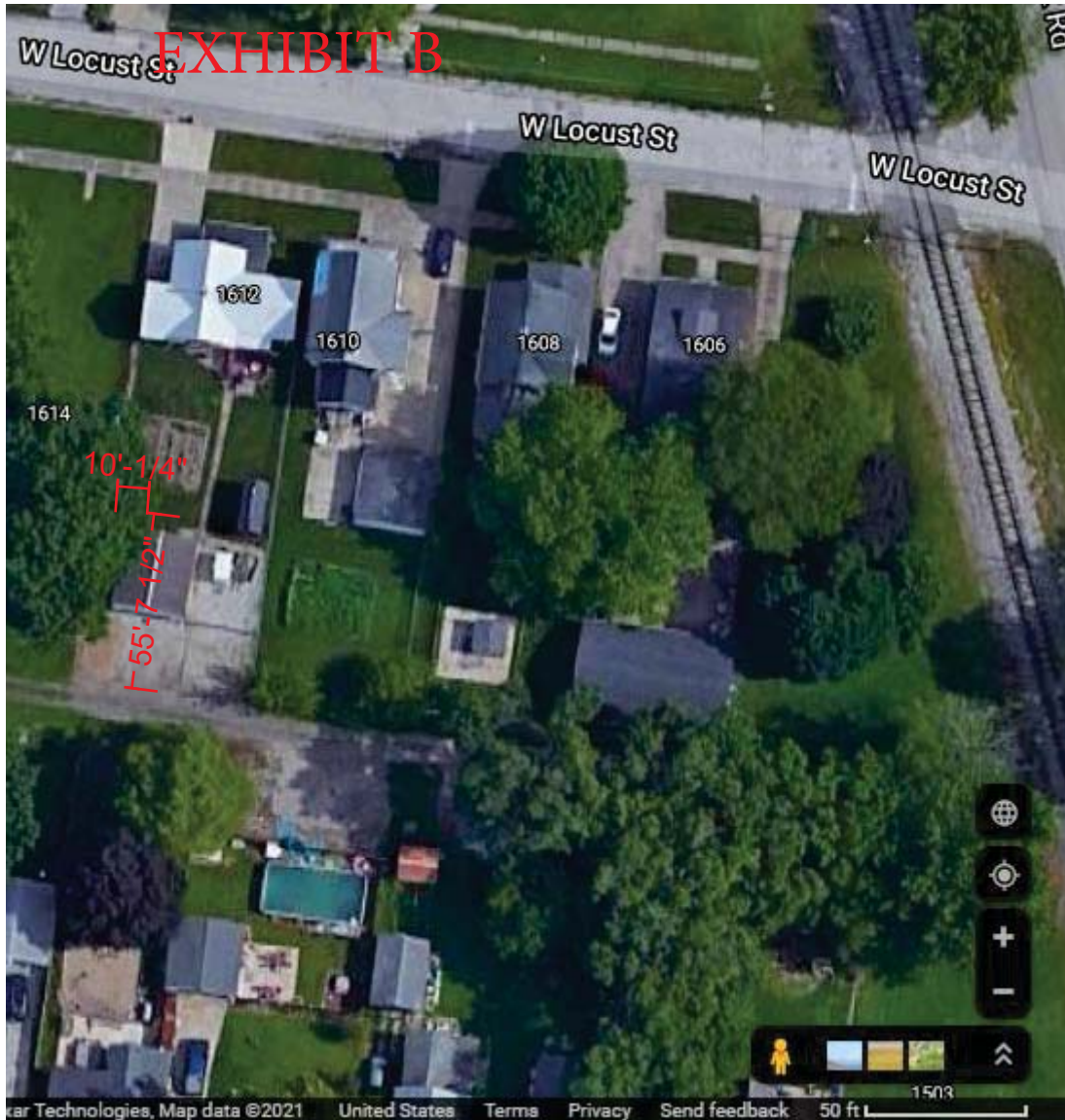




EXHIBIT B

Exhibit D

- A. SP-01-21 Public hearing, review, and action on a petition submitted by Lori Kiley and Brenda Roberts to request a Special Use permit in the R-1C, Single Family Residence District, for the keeping of chickens, for the property located at 1612 W Locust Street, Bloomington, IL 61701, PIN: 21-05-176-009 (Ward 7).

Chairperson Harris introduced the case. Ms. Kelly provided the staff report and positive recommendation. She described the surrounding zoning and adjacent uses. She described the location of the chicken coop and proposed enclosure. Ms. Kelly provided photos of the site and highlighted staff's analysis determined the standards to be met and provided analysis in relation to the goals of the comprehensive plan.

Lori Kiley, was sworn in. She provided testimony that she and her mom have been wanting to have chickens. Four chickens are appropriate. She described the fencing. She explained that she intends to store the food in the garage in a large food container. Chairperson Harris clarified the storage of food will be in the garage. Ms. Kiley affirmed.

Mr. Ballantini asked how long the applicant has lived at the residence. Ms. Kiley confirmed they purchased the house in June 2020. Mr. Ballantini asked if the applicant had spoke to her neighbors. Ms. Kiley affirmed and stated her neighbors did not express concerns. Mr. Ballantini asked if she had spoken to the people directly behind her property. Ms. Kiley stated that she spoke with the person directly behind and to the left.

No one else spoke on the petition. Chairperson Harris closed the public hearing.

Mr. Ballantini motioned to accept the findings of fact as presented by staff. Mr. Noonan seconded. Roll call vote: Mr. Ballantini - Yes, Mr. McFarland - Yes, Mr. Noonan - Yes, Chairperson Harris - Yes. The motion was approved (4-0-0).

Mr. Ballantini motioned to approve the variance. Mr. McFarland seconded. Roll call vote: Mr. Ballantini - Yes, Mr. McFarland - Yes, Mr. Noonan - Yes, Chairperson Harris - Yes. The motion was approved (4-0-0).



CONSENT AGENDA ITEM NO. 8.P

FOR COUNCIL: May 24, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance Approving a Zoning Map Amendment from B-1, General Commercial District, to M-1, Restricted Manufacturing District, for the Property Located at 2441 S. Main Street, 6.00 Acres More or Less, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

- Objective 3c. Revitalization of older commercial homes
- Objective 3a. Retention and growth of current local businesses

BACKGROUND: The subject property, 2441 S. Main Street, is located on Bloomington's south side, approximately 2,000 feet from the US-51 and I-74 Interchange. The property consists of two parcels, collectively six acres, and is currently zoned B-1, General Commercial District. The B-1 District promotes retail, entertainment, and restaurant uses. It is intended for commercial corridors and regional commercial centers. One parcel is improved with Holt Supply, a company specializing in the sale and distribution of plumbing and HVAC equipment, while the other parcel is vacant. The property is adjacent to other M-1, Restricted Manufacturing District zoned properties.

The applicant is requesting the zoning map amendment to rezone the property from B-1, General Business District to M-1 Restricted Manufacturing District. The proposed amendment will allow for continued use of the site as a sale and distribution facility, as well as promote development compatible and consistent with the adjacent manufacturing zoned properties. M-1 is intended to accommodate storage, transfer, warehousing, and light manufacturing or industrial uses. A list of permitted uses is available online at <https://ecode360.com/34414781>.

The Planning Commission held a public hearing on the requested amendment on Wednesday, April 28, 2021. The Commission found the requested map amendment to be in the best interest of the City and not solely for the benefit of the applicant/developer. The Planning Commission recommended approval of the map amendment by a vote of 8-0-0. The recommendation is consistent with the staff recommendation.

The Planning Commission packet from April 28, 2021 is available online at <https://www.cityblm.org/home/showpublisheddocument/26245/637545955284570000>. A

recording of the public meeting is available for review online at www.cityblm.org/live. Draft minutes from the meeting are attached to this memo.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to redevelop an existing site. Staff is recommending action since delay could negatively impact this investment in our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, April 28, 2021. The City published notice of the hearing in *The Pantagraph* on Monday April 12, 2021. Courtesy notices were mailed to 13 property owners within 500 feet of the subject property. City staff placed a large metal notification sign on the property. One person, in addition to the applicant spoke in favor of the petition. No one spoke against the petition.

FINANCIAL IMPACT: The proposed map amendment will allow for reinvestment and redevelopment of property adding to the City's tax base and potentially increasing future revenues for the city.

COMMUNITY DEVELOPMENT IMPACT: The map amendment is relative to the following Comprehensive Plan goals: Goal ED-1. Ensure a broad range of employment opportunities for all residents, and Objective ED 1.1 Focus on retention and expansion of existing businesses.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:


Melissa Hall, Economic and Community Development Director

5/14/2021


Chris Tomerlin, Budget Manager

5/17/2021

George Boyle
George Boyle, Assistant Corporation Counsel

5/20/2021


Tara Henry, Legislative Assistant

5/20/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- E&CD 7B Ordinance Z-09-21

- E&CD 7C DRAFT Minutes 4.28.21

ORDINANCE NO. 2021 - _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM B-1, GENERAL COMMERCIAL DISTRICT, TO M-1, RESTRICTED MANUFACTURING DISTRICT, FOR THE PROPERTY LOCATED AT 2441 S MAIN STREET 6.00 ACRES, MORE OR LESS

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting to rezone the property collectively described as approximately six acres located at 2441 S. Main Street (PINS: 21-16-376-011; 21-16-376-012) (hereinafter, "Property"), legally described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition to rezone the Property from B-1 General Commercial District to M-1 Restricted Manufacturing District and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the requested rezoning to be in the public interest and not solely for the benefit of the applicant, using the standards and objectives of the City Code as set forth in Chapter 44 Division 17-6, E2; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of rezoning of the Property and zoning map amendment to M-1 Restricted Manufacturing District; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition to rezone said Property.

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. The Council hereby finds the requested rezoning to be in the public interest and not solely for the benefit of the applicant and further adopts all findings of fact made by the Planning Commission.
3. The petition to rezone the property collectively described as approximately six acres located at 2441 S Main Street (PINS: 21-16-376-011; 21-16-376-012) legally described in Exhibit "A" from B-1 General Commercial District to M-1 Restricted Manufacturing District is hereby approved.

4. This Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 24th day of May 2021.

APPROVED this _____ day of May 2021.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

2441 S Main Street

Tract 1:

A part of Lot 2 in Bruehl Subdivision in the City of Bloomington, McLean County, Illinois, recorded as Document NO. 88-04917 in the McLean County Recorder's Office, more particularly described as follows: Beginning at the Northeast Corner of said Lot 2 being a point on the West Right-of-Way line of F.A. Route 2 (U.S Route 51). From said Point of Beginning, thence North 89°-45'42" West 576.87 feet along the North line of said Lot 2; thence South 00°-44'24" East 12.50 feet along said North line; thence North 89°-45'42" West 189.36 feet along said North line to the Northwest Corner of said Lot 2; thence South 00°-44'24" East 328.12 feet along the West line of said Lot 2 to the Southwest Corner thereof; thence South 89°-14'56" East 327.11 feet along the South line of said Lot 2; thence North 00°-44'24" West 313.55 feet parallel with said West line to a point lying 30.00 feet normally distant South of said North line; thence South 89°-45'42" East 439.78 feet parallel with said North line to said West Right-of-Way line being the East line of said Lot 2; thence North 01°-53'24" West 30.02 feet along said East line to the Point of Beginning, situated in the County of McLean, in the State of Illinois.

Pin: 21-16-376-011

Tract 2:

Lot 2 in Bruehl Subdivision to the City of Bloomington, according to the Plat thereof recorded April 4, 1988 as Document NO. 88-04917 in McLean County, Illinois, EXCEPT: Beginning at the Northeast Corner of said Lot 2 being a point on the West Right-of-Way Line of F.A. Route 2 (U.S Route 51). From said Point of Beginning, thence North 89 degrees 45 minutes 42 seconds West 576.87 feet along the North line of said Lot 2; thence South 00 degrees 44 minutes 24 seconds East 12.50 feet along said North line; thence North 89 degrees 45 minutes 42 seconds West 189.36 feet along said North line to the Northwest Corner of said Lot 2; thence South 00 degrees 44 minutes 24 seconds East 328.12 feet along the West line of said Lot 2 to the Southwest Corner thereof; thence South 89 degrees 14 minutes 56 seconds East 327.11 feet along the South line of said Lot 2; thence North 00 degrees 44 minutes 24 seconds West 313.55 feet parallel with said West line to a point lying 30.00 feet normally distant South of said North line; thence South 89 degrees 45 minutes 42 seconds East 439.78 feet parallel with said North line to said West Right-of-Way line being the East line of said Lot 2; thence North 01 degrees 53 minutes 24 seconds West 30.02 feet along said East line to the Point of Beginning, situated in the County of McLean, in the State of Illinois.

PIN: 21-16-376-012

REGULAR AGENDA

- A. **Z-09 -21** Public hearing, review, and action on a petition submitted by of Andrew Holt of Prairie View Development, LLC to rezone from B-1 General Commercial District to M-1 Restricted Manufacturing District for the property located at 2441 S Main Street (PINS: 21 -16 -376-012; 21-16 -376-011), Bloomington, IL (Ward 2).

Chairperson Headean introduced the case. Ms. Simpson explained staff's positive recommendation for rezoning the subject property from B-1 to M-1. She outlined the surrounding uses and zoning of the area, with manufacturing and industrial tending to predominate west of State Route 51 and retail to the east. The subject property is unique in its present commercial zoning being that it is west of IL-51.

Ms. Simpson elaborated on the site's limitations with regard to infrastructure, noting its unsuitability to commercial or retail uses. The property was rezoned in the 1990s with the intention of developing apartments, which never occurred.

Andrew Holt, the petitioner, was sworn in for testimony. He stated his availability to answer questions.

Neil Finlen was sworn in for testimony. He spoke in favor of the rezoning, stating that the property's use and existing infrastructure are best suited to the M-1 zoning.

Mr. Mohr motioned to establish the findings of fact as presented by staff. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes; Mr. Muehleck - Yes; Mr. Krieger - Yes; Mr. Mohr - Yes; Ms. McCann - Yes; Ms. Montney - Yes, Chairperson Headean - Yes. The motion was approved (8-0-0).

Mr. Mohr motioned to recommend approval of the petition. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes; Mr. Muehleck - Yes; Mr. Krieger - Yes; Mr. Mohr - Yes; Ms. McCann - Yes; Ms. Montney - Yes, Chairperson Headean - Yes. The motion was approved (8-0-0).

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY, APRIL 28, 2021

Page | 1



CONSENT AGENDA ITEM NO. 8.Q

FOR COUNCIL: May 24, 2021

SPONSOR: Legal Department and Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending Chapter 16 of the City Code to Add Provisions on the City's Entertainment Facility Contracts and Agreements, as requested by the Legal Department and the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 6. Prosperous Downtown Bloomington
- Goal 5. Great Place - Livable, Sustainable City
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 6c. Downtown becoming a community and regional destination
- Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
- Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Due to the COVID-19 pandemic and the resulting impact on the City's ability to hold events at Grossinger Motors Arena ("Arena"), the City ended its management agreement with VenuWorks early in June 2020. Since that time, the Parks, Recreation, and Cultural Arts Department has taken over the daily operation and management of the Arena, while also maintaining the daily operation and management of the Bloomington Center for the Performing Arts ("BCPA"). While staff has not been able to hold large-scale events at these facilities due to the pandemic, there is now an indication that events without capacity restrictions may be allowed as early as June 11, 2021.

Without a management company, the City will be responsible for contracting directly with parties related to events, sponsorships, and other activities at the Arena. Accordingly, City staff is proposing an amendment to the City Code to give authority to the City Manager to oversee and approve certain contracts related to the Arena. Under the proposed language, the City Manager will be authorized to approve agreements related to sponsorships, rentals, and advertising. The City Manager will likewise be authorized to approve agreements and contracts related to the Arena that provide for an expenditure of City funds so long as the funds are contained within the City budget for operation and maintenance of the Arena. If a performer and/or event contract is based on ticket sales or other revenues anticipated to be generated, the projected loss may not exceed the amounts approved in the City budget for the Arena. The proposed language requires the City Manager to establish written procedures to govern this process, namely the type of detail and analysis that will be required for

projecting potential losses and revenues.

Any agreement or contract containing a guarantee over \$250,000 must first be approved by resolution of the City Council. In addition, the proposed language requires Council approval for any leasing or renting of space within the Arena, not related to a performance, event, or sponsorship, that will exceed two years. Further, any agreements with tenant sporting teams must first be approved by the City Council.

The BCPA is a much smaller venue with lower capacity limits. Because of its size difference it operates with smaller financial obligations than the Arena. In the past, these financial obligations have fallen under the City Manager's approval threshold. However, since language is being added to clarify and set up a process for the Arena, City staff are also recommending similar language be added for the BCPA. Recommended Code language for the BCPA is very similar to that recommended for the Arena, except that the guarantee threshold requiring City Council pre-approval is much lower at \$75,000. In addition, the language regarding tenant sporting teams is not applicable to the BCPA, so this language was not included.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic; however, this agenda item is operational in nature and expected to have little to no impact on City resources or finances since expenditures have to be within the approved budget. Approval of the amendment will also provide the City Manager with the ability to act quickly in response to approving shows, events, and sponsorships, which are important in order to secure contracts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

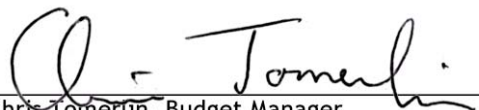
FINANCIAL IMPACT: No negative financial impact is anticipated from this amendment. Rather, show and event approvals will require a detailed analysis in terms of projected earnings and losses and all potential City expenditures are required to be contained within the City budget.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:



Chris Tomertin, Budget Manager

5/20/2021



Jeffrey R. Jurgens, Corporation Counsel

5/20/2021



Tara Henry, Legislative Assistant

5/21/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- LGL 2B Ordinance_Entertainment Facility Contracts Code Amendment

ORDINANCE NO. 2021 - _____

**AN ORDINANCE AMENDING CHAPTER 16 OF THE CITY CODE TO ADD PROVISIONS ON
THE CITY'S ENTERTAINMENT FACILITY CONTRACTS AND AGREEMENTS**

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter "City") is an Illinois home-rule municipality; and

WHEREAS, the City owns, operates and currently manages two entertainment facilities that hold large-scale events, including the Grossinger Motors Arena ("Arena") and the Bloomington Center for the Performing Arts ("BCPA"); and

WHEREAS, in order to account for the unusual booking requirements for events and other activities at the City's entertainment venues, the City Council desires to update the City Code to give authority to the City Manager to approve various agreements associated with events, rentals, sponsorships, and other activities at the venues.

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 recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. That Article IV in Chapter 16 shall be amended by adding a new Section 16-414 as follows:

§ 16-414 Entertainment Facility Contracts.

A. Any and all contracts and agreements in relation to the City Arena ("Arena") and the Bloomington Center for the Performing Arts ("BCPA") shall be governed by the provisions of this Section 16-414 and shall not be limited by the other provisions of this Chapter.

B. The City Manager is authorized to approve contracts and agreements in relation to usage of the Arena, as set forth herein, including but not limited to performances, events, sponsorships, rentals, and advertising. Any agreements and/or contracts that provide for an expenditure by the City must be within the approved City budget for the operation of the Arena. In relation to performer or event contracts, if the agreement or contract price is based on ticket sales or other revenues anticipated to be generated, the projected loss may not exceed the amounts approved in the City budget. If the agreement or contract contains a guarantee of \$250,000.00 or more, the authorization to approve the agreement or contract must first be approved by resolution

of the City Council. Agreements that relate to renting or leasing of space within the Arena, not related to a performance, event, or sponsorship (i.e., seating, boxes and signage), that exceed 2 years must be approved by the City Council. Agreements with any tenant sporting teams, including but not limited to hockey, must be approved by the City Council.

C. The City Manager is authorized to approve contracts and agreements in relation to usage of the BCPA, as set forth herein, including but not limited to performances, events, sponsorships, rentals, and advertising. Any agreements and/or contracts that provide for an expenditure by the City must be within the approved City budget for the operation of the BCPA. In relation to performer or event contracts, if the agreement or contract price is based on ticket sales or other revenues anticipated to be generated, the projected loss may not exceed the amounts approved in the City budget. If the agreement or contract contains a guarantee of \$75,000.00 or more, the authorization to approve the agreement or contract must first be approved by resolution of the City Council. Agreements that relate to renting or leasing of space within the BCPA, not related to a performance, event, or sponsorship (i.e., seating, boxes, and signage), that exceed 2 years must be approved by the City Council.

D. The City Manager is hereby empowered to delegate his approval and signing power at his discretion; however, such delegations must be captured in writing. The City Manager shall also establish written procedures to govern the processing and approval of any agreements or contracts authorized by Sections 16-414(B) and (C).

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 be effective immediately after its approval and publication as required by law.

PASSED this 24th day of May 2021.

APPROVED this ____ day of May 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.R

FOR COUNCIL: May 24, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 6

SUBJECT: Consideration and action on the Request from Miller Park Zoological Society, whose event will be held at the Miller Park Zoo, located at 1020 S. Morris Avenue, on June 11 and 12, 2021, for a Class LB (Limited/Beer and Wine) Liquor License, and further requesting an Ordinance Suspending Provisions of the City Code Prohibiting the Sale or Possession of Alcohol in Parks at the Zoo During the Event, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed License and Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Miller Park Zoological Society, Applicant, plans to host their Brews at the Zoo annual fundraiser event at the Miller Park Zoo on Friday, June 11, 2021 and Saturday, June 12, 2021. The Applicant has requested a Class LB (Limited Service of Beer and Wine Only) liquor license, which allows the retail sale of beer and wine of alcoholic liquor by civic, charitable, fraternal, educational, patriotic, festival, and/or religious organizations on premises at nonresidential locations with the following conditions: (1) Each license may only be issued for a maximum period of 60 days; (2) The qualified organization has been in active and continuous existence for a period of one year prior to the date of making the application, or is incorporated under the laws of the State of Illinois will be eligible to receive an "LB" license; and (3) No organization shall be issued more than three "LB" licenses in any twelve-month period. The Applicant has met these conditions and, if approved, this would be the first LB license issued to the organization within the past twelve months.

Section 701 of Chapter 31 of the City Code prohibits the drinking, selling and possession of alcoholic beverages within the City parks and Section 133(d) of Chapter 6 of the City Code prohibits possession of open alcohol on public property. An ordinance must be approved to suspend these portions of the City Code to temporarily permit alcohol in the Zoo, a City park, for the event (draft ordinance attached).

The Applicant appeared before the Liquor Commission at a special meeting on Friday, May 21, 2021 where the Commission unanimously agreed to send the item to Council with a positive recommendation (draft minutes included).

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 May 14, 2021 a public notice was published in *The Pantagraph*. No notices were mailed to adjacent properties as no establishments abutted the business.

FINANCIAL IMPACT: The current annual license fee for a Class LB liquor license for a two-day event is \$150, which will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Budget Overview & General Fund" on page 112. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Deputy Clerk

Reviewed by:



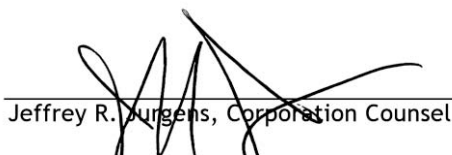
Leslie Yocum, City Clerk

5/20/2021



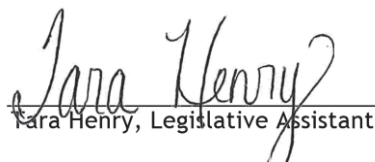
Chris Tomerlin, Budget Manager

5/20/2021



Jeffrey R. Jurgens, Corporation Counsel

5/21/2021



Tara Henry, Legislative Assistant

5/21/2021

Recommended by:



Tim Gleason, City Manager

Tim Gleason, City Manager

Attachments:

- CLK 3B 2021 Class L Liquor License Application_Brews at the Zoo_Redacted
- CLK 3C 05-21-2021 DRAFT Special Liquor Commission Minutes
- CLK 3D Ordinance (Brews at the Zoo)

May 19, 2021

City Clerk Requirement Verification Memo

To: City Council Review

Re: Legal Name: Miller Park Zoological Society

D/B/A Name: Miller Park Zoological Society

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.

- Certificate of Incorporation
- Certificate of Good Standing with the State of Illinois
- Certificate of Liability Insurance (DRAM Shop) – 06/01/2021 to 06/01/2022
- Liquor Bond in the amount of \$2,000

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

Respectfully,

Amanda Mohan
Deputy City Clerk



Application for Class "L" Limited Liquor License

Events for Civic, Service, Charitable, Fraternal or Social Organization, Group or Entity

Applicant Organization Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	Miller Park Zoological Society
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	
Legal Entity Address (including City, State, and Zip)	1020 S Morris Ave, Bloomington, IL 61701
Legal Entity Phone Number	(309) 434-2243
Legal Entity Email Address	mpzoologicalsociety@gmail.com
Establishment Address including Zip	1020 S Morris Ave, Bloomington, IL 61701
Establishment Phone Number	(309) 434-2243
Establishment Email Address	mpzoologicalsociety@gmail.com
*Email Address for ALL City Communications:	mpzsdirector@yahoo.com

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

Below Please List Those Responsible for Licensing the Event & Attending the Liquor Commission Meeting

Primary Contact: (A current member, officer or director of the organization, group or entity in charge of event.)

Name (First & Last)	City	State	Zip
Paula Pratt	Bloomington	IL	61701
Phone Number	Email Address		
(309) 434-2243	mpzsdirector@yahoo.com		

Secondary Contact: (A current member, officer or director of the organization, group or entity assisting with event.)

Name (First & Last)	City	State	Zip
Peggy Hundley	Normal	IL	61761
Phone Number	Email Address		

Contact Information for the Legal Entity's Agent: (If applicable)

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

EVENT INFORMATION

Name of Event	Brews at the Zoo
Event Address	Miller Park Zoo, 1020 S Morris Ave., Bloomington, IL 61701
Anticipated Number of Attendees:	300 each night (600 total two nights)

Event Date(s)	Start Time(s)	End Time(s)
6/11/2021	5:00 PM	8:00 PM
6/12/2021	5:00 PM	8:00 PM



1. Description of the activity or event in connection with which the limited alcoholic liquor license will be utilized, specifying the nature of the proposed entertainment, if any:
Brews at the Zoo is a ticketed event for guests 21 years and older. Beer and wine samples will be provided at the event by 8-10 local and regional breweries and wine suppliers. Food vendors (primary local restaurants) will serve sample size portions during the event. A DJ will play music in and zookeepers will be on hand for animal related presentations. Guests will be limited to 300 each night. Vendors, food and beverage will be located throughout the zoo allowing guests to spread-out.
2. Description of the proposed procedures for handling the following:
 - A. Crowd control:
Hosts will be monitoring crowds and limiting access to areas to control crowd size.
 - B. Identification check:
Tickets purchased online (EventBrite) & guests will be asked to present identification verifying 21+
3. Classification of Limited License: ☒ LB (Beer & Wine Only) ☐ LA (All Types)
4. ☐ Yes ☒ No Is the premises within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for War Veterans, their wives or children?
5. ☒ Yes ☐ No Has the civic, service, charitable, fraternal, or social organization, group or entity applying for this license been in existence continuously for at least one year?
 - a. If so, please list Date Established: 1975
6. ☒ Yes ☐ No Is the civic, service, charitable, fraternal, or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois?
 - a. If so, please list Date Incorporated: 1975
7. ☐ Yes ☐ No Has the civic, service, charitable, fraternal, or social organization, group or entity seeking a Limited Alcoholic Liquor License received such a licensee within the past year?
 - a. If so, please list how many: _____

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed organization;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. The applicant organization is qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Date Signed: 05/19/2021

Director

Title

Paula Pratt

Name (Print)

Signature



MINUTES
SPECIAL SESSION LIQUOR COMMISSION
FRIDAY, MAY 21, 2021, 7:30 A.M.

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

The Liquor Commission convened in regular session virtually via Zoom conferencing with George Boyle, Assistant Corporation Counsel, and Amanda Mohan, Deputy City Clerk, in-person in City Hall's Council Chambers and virtually via Zoom conferencing at 7:30 a.m., on Friday, May 21, 2021. The meeting was called to order by Commissioner Mboka Mwilambwe.

Roll Call

Attendee Name	Title	Status	Arrived
Mboka Mwilambwe	Commissioner	Remote	
Jim Jordan	Commissioner	Remote	
Lindsey Meister	Commissioner	Remote	

Staff Advisors

Staff Present	Title	Status	Arrived
Amanda Mohan	Deputy City Clerk	Present	
George Boyle	Asst. Corporation Counsel	Present	
Greg Scott	Interim Police Chief	Remote	

Public Comment

Commissioner Mwilambwe opened the meeting to receive public comment. Amanda Mohan, Deputy City Clerk, informed the Commission that no individuals had registered speak live and no emailed public comment was received.

The following item was presented:

Agenda Item 5. Public Hearing and action on the request from Miller Park Zoological Society, whose event will be held at the Miller Park Zoo, located at 1020 S. Morris Ave., on June 11 and 12, 2021, and requests a Class LB (Limited/Beer and Wine) liquor license, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the public hearing at 7:32 a.m.

Paula Pratt, Miller Park Zoological Society Director, after being sworn, addressed the Commission. She explained that the Miller Park Zoological Society ("Society") would host their 6th annual Brews at the Zoo was fundraiser that provided the opportunity to bring the broader community to the Zoo as well as raise funds for a Society determined Zoo project. Normally the event was held for one night with a capacity for 600 attendees. This year, Brews for the Zoo would be a two-night event to limit the number of attendees due to COVID-19. The event would have nine regional and local breweries to offer beer and wine samples as well as nine local restaurants to offer food samples. She stated that tickets were available online at

Eventbrite and that attendees must be 21 to purchase a ticket. The event would be held from 5:00 p.m. to 8:00 p.m., which would be after the Zoo's normal hours of operation. Zoo staff will be present to offer zookeeper talks and allow guests to have animal experiences.

Commissioner Mwilambwe opened the floor to received speakers in favor of the application. Ms. Mohan confirmed that no individuals had registered to speak live or emailed statements.

George Boyle, Asst. Corporation Counsel, confirmed that the Legal Department had no concerns.

Commissioner Mwilambwe opened the floor to received speakers not in favor of the application. Ms. Mohan confirmed that no individuals had registered to speak live or emailed statements.

Commissioner Meister asked if attendees purchased beer at the stations. Mrs. Pratt explained that the admission ticket included four beer or wine samples and two food samples but that a limited number of additional alcohol or food tickets would be available for purchase.

Commissioner Jordan had no concerns.

Commissioner Mwilambwe asked the number of anticipated attendees. Mrs. Pratt responded that there were 300 tickets available for each night and with approximately 40 volunteers on site, the Society chose to have a more restrictive capacity.

Commissioner Mwilambwe closed the public hearing at 7:38 a.m.

Commissioner Meister motioned, seconded by Commissioner Jordan, to send the application to Council with a positive recommendation.

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

AYES: Jordan, Meister, Mwilambwe

Motion carried.

Old Business

No old business was discussed.

New Business

No new business was discussed.

Adjournment

Commissioner Jordan motioned, seconded by Commissioner Meister, to adjourn the meeting.

Motion carried (viva voce).

The meeting adjourned at 7:40 a.m.

Amanda Mohan, Deputy City Clerk

ORDINANCE NO. 2021 - _____

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 133(d) OF CHAPTER 6 OF THE CITY CODE FOR A BREWS AT THE ZOO FUNDRAISER EVENT ON JUNE 11 AND 12, 2021 AT THE MILLER PARK ZOO

WHEREAS, The Miller Park Zoological Society desire to allow moderate consumption of alcohol on June 11 and 12, 2021, for their annual Brews at the Zoo fundraising event to be held at the Miller Park Zoo from 5:00 p.m. to 8:00 p.m. each day; and

WHEREAS, The Miller Park Zoological Society have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 133(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended:

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

Section 1: Sections 701(a), (b) and (c) of Chapter 31 and Section 133(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Miller Park Zoo, on June 11 and 12, 2021 from 5:00 p.m. to 8:00 p.m. each day.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 133(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 133(d) of Chapter 6 of the Bloomington City Code.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

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

PASSED this 24th day of May 2021.

APPROVED this ___ day of May 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.S

FOR COUNCIL: May 24, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lots 23 & 25 in Block 3 in Camp Kickapoo, from Joel K. and Constance R. Bankes, to the petitioner, Jeffrey J. and Susan E. Roloff, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lot Transfer and Supplemental Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of a Petition and Supplemental Agreement for the Lake Bloomington Lot Transfer of Lots 23 & 25 and Block 3 in Camp Kickapoo, from Joel K. and Constance R. Bankes to the petitioner, Jeffrey J. and Susan E. Roloff. Lots 23 & 25 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on April 17, 2021, and found the system to be in the following condition, as noted in an April 27, 2021, letter from the McLean County Health Department:

- ✦ The water softener discharges to the floor drain which discharges to the septic system. This may remain as is until the septic system is repaired or replaced.
- ✦ The garage floor drain discharges to an unknown location. The floor drain cannot be used as a discharge point for sewage producing fixtures or waste from vehicle maintenance.
- ✦ The hot tub discharges to the ground surface. This may remain as is until the septic system is repaired or replaced or a nuisance condition is created.

The lessee has entered into a supplemental agreement with the City of Bloomington to have the septic tank pumped and evaluated at least once every three years, with the first pump and evaluation taking place no later than May 24, 2024. The garage drain must be capped and sealed prior to residential occupancy. The lessee will submit proof to the City of Bloomington.

There is currently a boat dock on the subject lot. Pursuant to Ordinance 2018-87, passed by the City Council on October 8, 2018, boat docks are allowed on leased lots with a residence

and a valid lease with the City of Bloomington, so long as the lessee obtains a permit.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

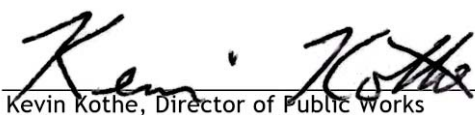
FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$584.44 per year in lease income and \$150 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 88.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:



Kevin Kothe, Director of Public Works

5/11/2021



Chris Tomerlin, Budget Manager

5/11/2021



Jeffrey R. Jurgens, Corporation Counsel

5/20/2021



Tara Henry, Legislative Assistant

5/20/2021

Recommended by:



Tim Gleason, City Manager

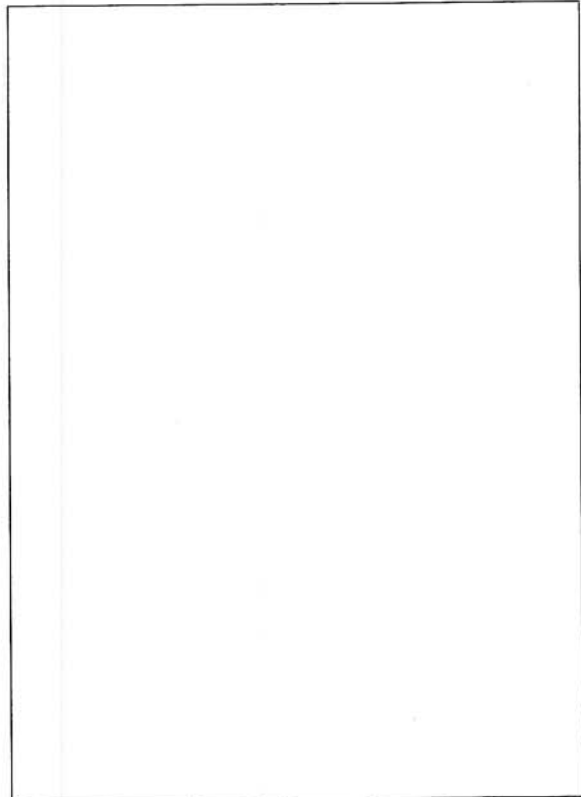
Attachments:

- PW 3B Current Lease_Bankes to Roloff Lake Lot Transfer 05242021

- PW 3C Property Manager Memo_Bankes to Roloff Lake Lot Transfer 05242021
- PW 3D Petition_Bankes to Roloff Lake Lot Transfer 05242021
- PW 3E Septic Information_Bankes to Roloff Lake Lot Transfer 05242021
- PW 3F Agreement_Bankes to Roloff Lake Lot Transfer 05242021
- PW 3G Supplemental Agreement_Bankes to Roloff Lake Lot Transfer 05242021
- PW 3H Location Map_Bankes to Roloff Lake Lot Transfer 05242021
- PW 3I Unrecorded Plat Map_Bankes to Roloff Lake Lot Transfer 05242021
- PW 3J Structure Map_Bankes to Roloff Lake Lot Transfer 05242021
- PW 3K Photograph_Bankes to Roloff Lake Lot Transfer 05242021

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 26th day
of March, 2013
between the City of Bloomington, a municipal corpora-
tion, of McLean County, Illinois, hereinafter called CITY
and



Joel K Bankes and

Constance B. Bankes

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of, Hudson, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 23, 25 in Block 3 in Camp Kichapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

(22) 08 06 353 016

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) ~~If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, in-~~

~~cluding land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.~~

SELECT THE RENT TO BE PAID BY CORSSING OUT 2 OF THE 3 RENT OPTIONS.

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made avail-

able to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. **WATER.** Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.
15. **EMINENT DOMAIN.** If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:
- That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.
16. **PRIOR LEASE TERMINATED.** If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. **NOTICE.** Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City
Prepared by
City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Return to + taxes bill to:

JOEL AND CONSTANCE BANKS

[Redacted Address]

Lessee Billing Address

SAME AS ABOVE

18. **BINDING EFFECT.** This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

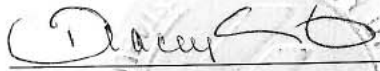
By:

[Signature]

[Redacted Signature]

Its Mayor

Attest:



City Clerk



MEMORANDUM

May 5, 2021

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lots 23 & 25, Block 3 in Camp Kickapoo Lake Lot Transfer

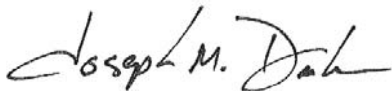
A Petition and Lake Lease Transfer request has been submitted for Lots 23 & 25, Block 3 in Camp Kickapoo, from Joel K. and Constance R. Bankes to the petitioners, Jeffrey and Susan Roloff.

EAV for this property is \$146,110. The Lake Lease uses the current lake lease rate of \$0.40 per \$100.00 of EAV.

This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$584.44 per year in lease income and \$150 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2022 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 88.

Please feel free to contact me directly should you have any questions.

Sincerely,



Joseph M. Darter
City of Bloomington | Property Manager
Public Works Department | Water Division
25515 Waterside Way | Hudson, IL 61748
Office: (309) 434-2431 | Cell: (309) 275-8087
Fax: (309) 434-2159 | Email: jdarter@cityblm.org

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:

Lot 23/25 Block 3 of Camp KICKAPOO

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

From: JOEL K & CONSTANCE R BANKES (Sellers Name)

To: X SUSAN E & JEFFREY J. ROLOFF (Buyers Name)

[Redacted Signature]

(Signatures of Seller)

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes SUSAN E & JEFFREY J. ROLOFF (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of JOEL K & CONSTANCE R. BANKES (Seller) In and

to the Lease made on the (Date) _____ upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) JOEL K & CONSTANCE R. BANKES

has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted,

[Redacted Signature]

(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 23/25
BLOCK 3 CAMP KICKAPOO, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) JOEL K. & CONSTANCE BANKES in and to the premises known as Lot 23,25 Block 3 in Camp KICKAPOO, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____,

_____, Mayor



McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701

April 27, 2021

Mr. Joel Banks
[REDACTED]

Re: Septic Permit #89-7709
Parcel #08-06-353-016
Lot 165, Lake Bloomington – Kickapoo Subdivision

Dear Mr. Banks:

On April 20, 2021, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on April 17, 2021 and the following deficiencies were noted:

- The water softener discharges to the floor drain which discharges to the septic system. This may remain as is until the septic system is repaired or replaced.
- The garage floor drain discharge to an unknown location. The floor drain cannot be used as a discharge point for sewage producing fixtures or waste from vehicle maintenance.
- The hot tub discharges to the ground surface. This may remain as is until the septic system is repaired or replaced or a nuisance condition is created.

In summary, the system was installed in 1989 and is now approximately 32 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years.

For information on routine operation and maintenance of your septic system, please visit our website at <https://health.mcleancountyil.gov>.

If you have any questions, please contact Ms. Samantha Odenthal, of this department, at (309) 888-5482.

Respectfully,

Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Joe Darter, Water Department Property Manager
Mr. & Mrs. Jeff Roloff

TJA:AC:du

AC-0601-21-069

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: _____
Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

*This evaluation is **NOT FINAL** until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.*

1. Current Owner Information:

Name: Joel Banks

Address: _____

Phone #: Day _____ Home - -

2. Requestor Information:

Name: Jeff & Susan Roloff

Address: _____

Phone #: Day - - Home - -

3. Property Information:

Parcel Number (Tax ID): () 08-06-353-016

Date Evaluation Performed: 04-17-21

Address of property evaluated: same

Sub. & Lot: _____

Permit available from Health Dept.: Yes ☒ No ☐

Permit #: 89-7709

4. Interview Information:

Person interviewed: owner

Original owner: Yes ☐ No ☒

Age of home (years): 1926

Intended for seasonal use: Yes ☐ No ☒

Date last occupied: currently

Number of occupants: 2

Has tank ever been pumped: Yes ☒ No ☐

If yes, how often: may 2019

5. Interior Evaluation:

Number of bedrooms: 2

Garbage disposal: Yes ☒ No ☐

Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒

Water softener discharges to: floor drain

Clothes washer discharges to: septic

Dishwasher discharges to: septic

Hot tub discharges to: surface

Basement plumbing fixtures:

Discharge locations:

a. all to septic

a. _____

b. _____

b. _____

c. _____

c. _____

d. _____

d. _____

Basement floor drains discharge to: septic

Garage floor drains discharge to: ?

Sump pit/pump discharges to: na

Downspouts discharge to: tile

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☒	Yes	No
Depth of soil to top of tank: 6 inches			Depth of soil to top of tank: inches		
Tank has access within 12" of ground surface	☒	☐	Tank has access within 12" of ground surface	☐	☐
Size: 1500 gallons Type:			Size: gallons Type:		
Meets current code:	☒	☐	Meets current code:	☐	☐
Tank lids in good condition:	☒	☐	Tank lids in good condition:	☐	☐
Inlet baffle in good condition:	☒	☐	Inlet baffle in good condition:	☐	☐
Evidence of solids on inlet baffle:	☐	☒	Evidence of solids on inlet baffle:	☐	☐
Outlet baffle in good condition:	☒	☐	Outlet baffle in good condition:	☐	☐
Evidence of solids on outlet baffle:	☐	☒	Evidence of solids on outlet baffle:	☐	☐
Water standing in outlet:	☐	☒	Water standing in outlet:	☐	☐
Water level below outlet:	☐	☒	Water level below outlet:	☐	☐
Tank needs to be pumped:	☐	☒	Tank needs to be pumped:	☐	☐
Outlet device/filter on tank:	☐	☒	Outlet device/filter on tank:	☐	☐
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes ☐ No ☐ N/A ☒			Yes ☐ No ☐ N/A ☐		

B. SEEPAGE FIELD -- This Section N/A ☐

Depth to top of field: 14 inches to 24 inches

Square feet of field: 696 square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

Lush vegetation or saturated soil on or near seepage field area:

Evidence that water has ponded over seepage field or the soil is saturated:

Solids or "carry over" material present in the rock or bedding material:

Depth of water in trench : 0 inches

Yes	No
☒	☐
☐	☒
☐	☒
☐	☒
☐	☒

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A ☒

Yes	No
☐	☐

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

Lush vegetation or saturated soil on or near seepage bed area:

Evidence water has ponded over seepage bed or is soil saturated:

Solids or "carry over" material present in the rock or bedding material:

Depth of water in bed : inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

E. SAND FILTER -- This Section N/A ☒

Minimum soil cover depth to top of sand filter: _____ inches

Square feet of sand filter: _____ square feet

Is water standing in the distribution pipes or in the rock that surrounds the pipe:

Meets current code sizing requirements:

Seepage standing on ground surface over filter:

Lush vegetation on or near sand filter:

Evidence if water has ponded over sand filter:

Sand filter vented as required:

Vent in good repair:

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Evidence of restricted flow in chlorinator:

Sample port with screw on cap present:

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)*: _____

F. PUMP OR LIFT STATION -- This Section N/A ☒

Pump chamber an approved design:

Chamber volume 1.5 times the daily flow:

Is there a dual pump:

Alarm present:

Alarm location: _____

Alarm properly working with audio and visual functions:

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

Pump running at time of inspection:

Current maintenance contract in place:

Who is maintenance contract with: _____

Alarm present:

Alarm location: _____

Alarm properly working with audio and visual functions:

Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)*: _____

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A ☐	*Geothermal unit to: N/A ☐	*Building to:
Septic tank: _____ feet	Septic tank: _____ feet	Septic tank: _____ feet
Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: _____ feet
Sand filter: _____ feet	Sand filter: _____ feet	Sand filter: _____ feet
Effluent tile: _____ feet	Effluent tile: _____ feet	Effluent tile: _____ feet
Effluent discharge: _____ feet	Effluent discharge: _____ feet	Effluent discharge: _____ feet
Geothermal unit: _____ feet	Aerobic unit: _____ feet	Geothermal unit: _____ feet
Aerobic unit: _____ feet		Aerobic unit: _____ feet
*Water line to:	*Body of water to: N/A ☐	
Septic tank: _____ feet	Septic tank: _____ feet	
Seepage system: _____ feet	Seepage system: _____ feet	
Sand filter: _____ feet	Sand filter: _____ feet	
Effluent tile: _____ feet	Effluent tile: _____ feet	
Effluent discharge: _____ feet	Effluent discharge: _____ feet	
Aerobic unit: _____ feet	Aerobic unit: _____ feet	

Comments:

This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The septic was functioning normally at the time of inspection. The septic tank does not need to be pumped. The garage floor drains do not go to septic, my guess is they go to a seperate field. The homeowner indicated that they drain the hottub to the surface. By code the floor drain should go to the septic and the hottub should discharge to the septic field, around the septic tank. In the past the health department has allowed both of these to remain on an existing septic.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

Rob Williamson

Inspector's Name (print)


Signature

04-17-21

Date

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____,

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Jeffrey and Susan Roloff

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of , _____, County of McLean, State of Illinois, hereinafter called "Lessee," _____

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 23 25 in Block 3 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (cross out the one that does not apply) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of

McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

X Susan & Jeff Roboff

Lessee Billing Address

X [Redacted Address]

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Its Mayor

Attest:

City Clerk

X [Redacted Signature]

SUPPLEMENTAL ATTACHMENT TO LAKE BLOOMINGTON LOT LEASE

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Jeffrey & Susan Roloff, (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lots 23 & 25 in Block 3 in Camp Kickapoo and enforceable under the terms of said lease.

1. Septic tank(s) are to be pumped no later than May 24, 2024, and once every three years following. Proof of pumping shall be submitted to the City of Bloomington.
2. Septic System shall be evaluated by a McLean County Health Department approved septic evaluator no later than May 24, 2024, and once every three years following. Proof of evaluation shall be submitted to the City of Bloomington.
3. The garage floor drain discharges to an unknown location. The flood drain cannot be used as a discharge point for sewage producing fixtures or waste from vehicle maintenance. The garage floor must not discharge to the septic system and must be corrected prior to residential occupancy.
4. This supplement lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as the terms of the lease.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Mboka Mwilambwe, Mayor

ATTEST: _____
Leslie Smith-Yocum, City Clerk

LESSEES:

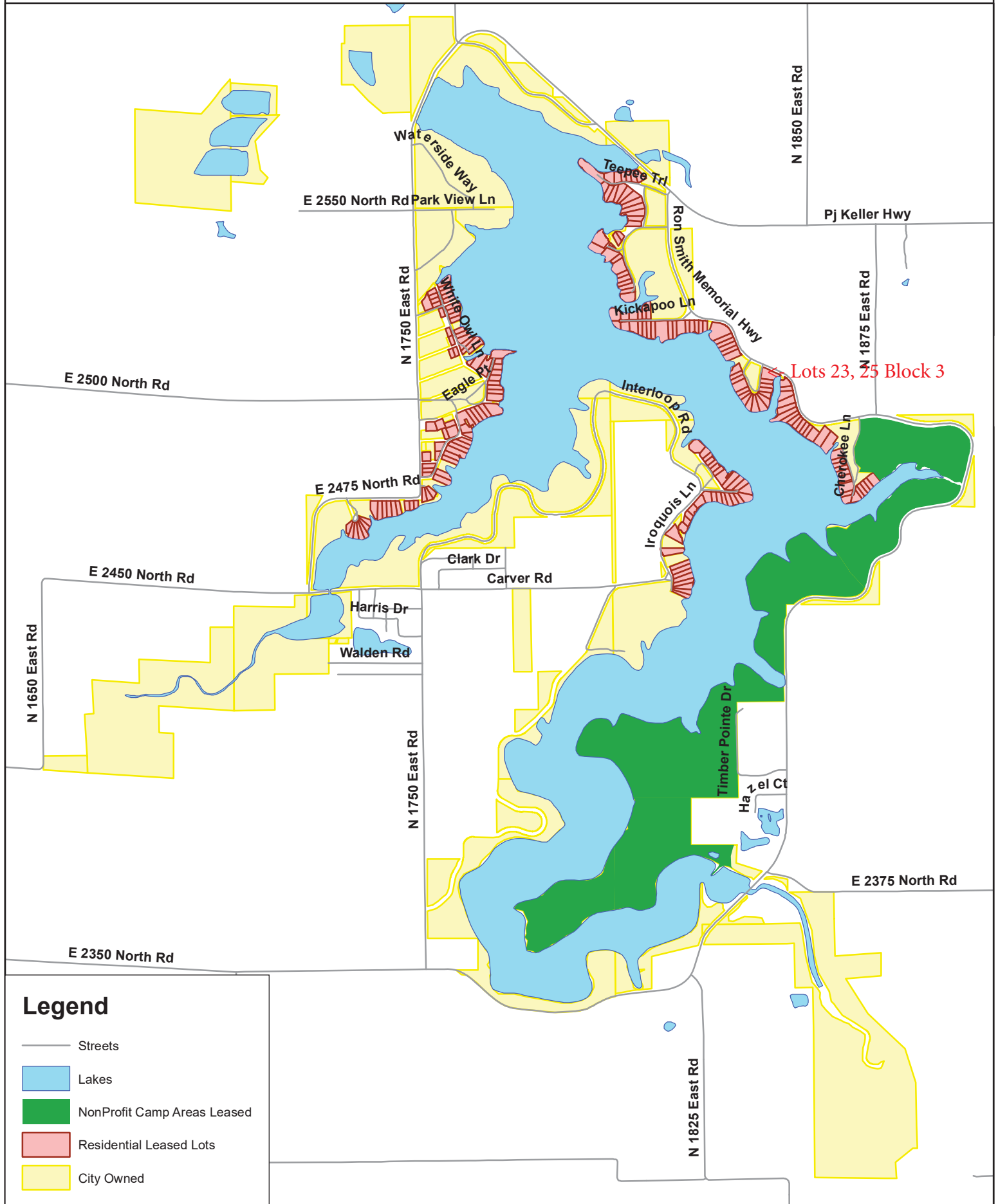
Jeffrey Roloff (Lessee)

Susan Roloff (Lessee)

Lake Bloomington Lease Map

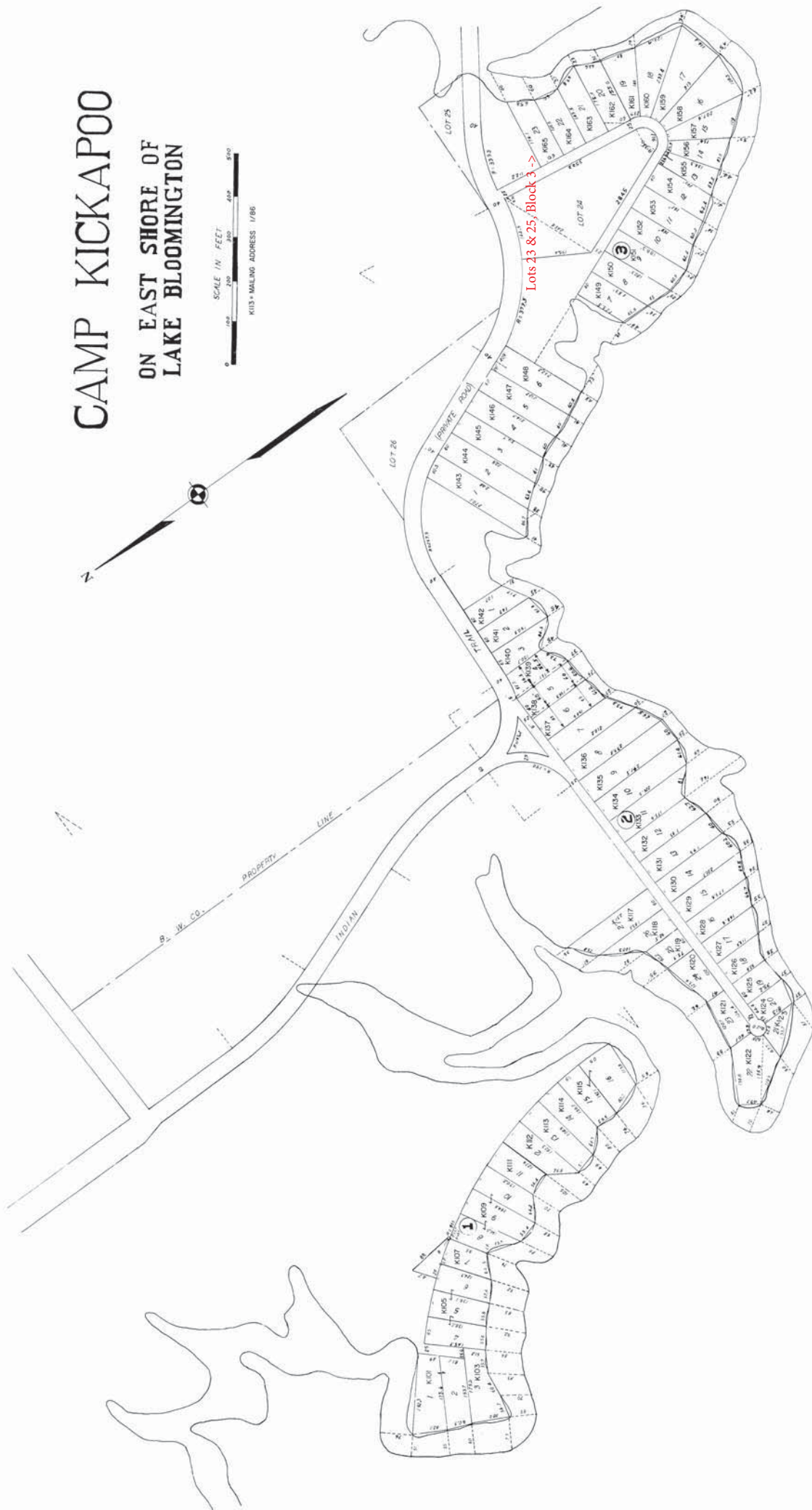


0 1,000 2,000
Feet
Date: 4/23/2021



CAMP KICKAPOO

ON EAST SHORE OF
LAKE BLOOMINGTON



CAMP KICKAPOO LAKE BLOOMINGTON			
CITY OF BLOOMINGTON, ILLINOIS 6701			
OFFICE OF THE CITY ENGINEER			
RECY. SCALE	DATE	FILE NO.	
RECY. SCALE	7/23/73	18-1	
RECY. SCALE	7/23/73	18-1	
RECY. SCALE	7/23/73	18-1	

RETRACED ON JULY 23, 1973 FROM A PRINT OF A TRACING MADE AUGUST 20, 1967 OF THE ORIGINAL PLAT.
NO DATE AVAILABLE FOR THE ORIGINAL PLAT.

Lots 23 & 25 Block 3 Structure Map



McGIS, <http://www.McGIS.org/License>, Mclean County Museum of History



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.





PUBLIC HEARING



PUBLIC HEARING ITEM NO. 9.A

FOR COUNCIL: May 24, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Public Hearing for the 2021 Annual Action Plan, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

None; presentation and public comment only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods
- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 4d. Improved neighborhood infrastructure
- Objective 4c. Preservation of property/home valuations
- Objective 4b. Upgraded quality of older housing stock

BACKGROUND: On May 1st, the City of Bloomington began its 47th year of administering the Community Development Block Grant (CDBG) program, funded by the US Department of Housing and Urban Development (HUD). CDBG is managed by the Economic and Community Development Department staff. In 2020, the City adopted the 2020-2024 Consolidated Plan, the five-year strategic plan that creates goals and funding priorities for the City's CDBG program. Each year, an Annual Action Plan (AAP) is developed that outlines activities to be performed throughout the program year. Activities are selected based on the five-year goals and funding priorities. Program Year 2021 is the 2nd year of the 2020-2024 Consolidated Plan, which runs from May 1, 2021 - April 30, 2022.

A Request for Proposals (RFP) for 2021 CDBG programs was released on March 1, 2021 with applications due 11:59 pm March 31st. Applications were submitted using Neighborly software, an online grants management tool used for several Economic and Community Development grant programs. Applications were accepted in two categories: Public Services and Public Facilities/Infrastructure Improvements. In total, seven (7) Public Service and four (4) Public Facility and Infrastructure Improvement grant applications were submitted for consideration.

The eleven (11) grants were distributed via the software to non-CDBG program City staff members and other outside reviewers. Grants were scored on a standardized rubric, made available on the City's website with the application. Reviewers were provided a Power Point presentation outlining the review process and additional reference materials for the Consolidated Plan and CDBG in general. Each application was scored by 3- 4 reviewers. Staff

then determined the average score for all applications per grant category. Applications with a score above the average were considered first for inclusion in the 2021 Annual Action Plan. Staff reviewed individual cost categories to determine eligibility under program guidelines and considered whether items were reasonable based on average costs and available funding. Staff then considered the available funds and went through the same process.

Based on the results of the above review and selection process, the following activities are being presented in the draft 2021 Annual Action Plan for citizen and City Council comment:

- Goal: Preserve the existing affordable housing stock (\$377,886)
 - Homeowner Rehabilitation Loans (\$158,886)
 - Homeowner Grants - Accessibility (\$15,000)
 - Lead Hazard Control Match - (\$120,000)
 - Habitat for Humanity - A Brush with Kindness (\$25,000)
 - BHA Apartment Renovation - (\$40,000)
 - Rehabilitation Service Delivery Costs (\$19,000)
- Goal: Eliminate slum and blight conditions (\$79,466)
 - Residential Demolition for Housing (\$52,466)
 - Residential Demolition to Eliminate Slum/Blight (\$15,000)
 - Demolition Service Delivery Costs (\$12,000)
- Goal: Support the provision of public service programs (\$90,544)
 - Recycling Furniture for Families (\$5,000)
 - PATH Homeless Services (\$20,144)
 - PATH Emergency Services (\$20,000)
 - WBRP Project Leader (\$20,400)
 - KTB Financial Services (\$20,000)
 - Peace Meals (\$5,000)
- Goal: Provide quality City services and public facilities for all residents (\$69,400)
 - Sidewalk Improvements (\$30,000)
 - MCCA Mayor's Manor HVAC and ADA Improvements - (\$29,400)
 - WBRP Entrance ADA Improvements (\$10,000)
- Goal: Administer the CDBG program in an efficient and cost-effective manner (\$85,000)
 - General Administration (\$22,000)
 - LHC Administrative Match (\$2,000)
 - Section 3 Training (\$10,000)
 - Fair Housing Program (\$15,000)
 - MCRPC Regional Housing Planning (\$36,000)

CDBG is funded solely with HUD-allocated grant funds and program income generated from the housing rehabilitation program. Program Year 2021 revenues will include \$547,296 from the annual allocation and estimated program income and carry-forward funding totaling \$155,000. The City's budgeting process and HUD's timeline for developing the Annual Action Plan do not align. As a result, the approved FY22 budget was developed based off estimates per the information available at that time (October 2020). Once the closeout of 2020 CDBG activities has been completed, the actual carry-forward balance can be determined. In June, staff will request a budget amendment to align the approved budget with the actual available revenues.

There is no new CDBG Coronavirus (CDBG-CV) funding available for 2021. All CDBG-CV

programs will remain open until funds are expended. At least 85% of CDBG-CV funding must be expended prior to September 30, 2022. Staff fully anticipate reaching this benchmark.

The 2021 AAP will be available for review starting May 21, 2021. Draft plans will be available 24/7 at www.cityblm.org, and during business hours at The HUB (115 E. Washington, 1st floor, Suite 103) and the Bloomington Public Library. A limited number of printed copies will be made available upon request.

A required Public hearing on the Annual Action Plan is being held today to allow public and Council comment with formal action/approval set for the meeting of June 24, 2021.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Throughout development of the 2020-2024 Consolidated Plan, City staff, in partnership with the Town of Normal and McLean County Regional Planning Commission (MCRPC), completed a robust outreach campaign. Data was collected using a variety of methods including a Citizen Survey, Stakeholder Survey, key informant interviews, focus groups, and public meetings. Once the outreach process concluded, MCRPC performed an in-depth analysis of the data collected from which the City created funding priority areas for the 2020-2024 Consolidated Plan. The full analysis document can be viewed at <https://mcplan.org/cdbg>.

The 2021 draft Annual Action Plan was developed with the goals and funding priorities of the 2020-2024 Consolidated Plan in mind. A public notice was published in *The Pantagraph* on May 10, 2021, providing formal notice of this public hearing and availability of the 2021 Annual Action Plan for review starting May 21, 2021. The notice was also published in the PATH-O-Gram and the City's website and social media. Written comments will be accepted outside of the public hearing until June 24, 2021.

FINANCIAL IMPACT: Delay or lack of approval will result in the loss of \$547,296 in federal grant funding used for programs benefitting low and moderate income households within the City for Program Year 2021.

COMMUNITY DEVELOPMENT IMPACT: Goal N-1.2: Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration Area, Objective a: City should continue to use CDBG grants to support partner organizations such as the West Bloomington Revitalization Project to have a collective impact on revitalization; Goal H-1.2: Ensure an adequate supply of affordable housing for low to moderate income households, Objective H-1.2b: Work with community partners like Habitat for Humanity, MCCA and Bloomington Housing Authority to have a collective impact on affordable housing issues; Goal H-1.3: Create a life-long community by fostering housing stock that meets the needs of residents of all ages and abilities, Objective H-1.3e: Ensure neighborhoods are walkable and have access to alternative modes of transportation and other amenities to make them attractive to aging populations; Goal H-2.3: Rehabilitate housing in the designated Regeneration Area, Objective H-2.3b: Develop and maintain programs that identify substandard housing and provide a wide spectrum of options to correct housing code violations/Objective H-2.3h: Carefully evaluate the rehabilitation potential of vacant/abandoned homes before demolition; Goal HL-1.2 Protect, enhance and maintain parks and green space equitably throughout the City, Objective HL-1.2b: Update older equipment in various City parks as identified in the City's Parks Plan; Goal CWB-1: End chronic homelessness and reduce the severity of situational homelessness, Objective a: The City of Bloomington should actively partner with groups such as McLean County Continuum of Care and Human Service Council to

address factors contributing to homelessness; Goal TAQ-1.4: Pedestrian safety for users of all transportation facilities, Objective TAQ-1.4b: Provide a sidewalk system that provides safe routes to schools/Objective TAQ-1.4c: Provide pedestrians with safe access throughout the transportation network, facilitating access to facilities such as transit, businesses, parks and neighborhood centers.

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by:



Melissa Holt, Economic and Community Development Director

5/14/2021



Chris Tomertin, Budget Manager

5/17/2021



Jeffrey R. Jurgens, Corporation Counsel

5/18/2021



Tara Henry, Legislative Assistant

5/20/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- EC&D 1B 2020-2024 CDBG Funding Priority Areas
- E&CD 1C FY22 Budget at a Glance



2020-2024

CDBG Funding Priorities

Public Service Projects

(Subject to 15% Cap)

High Priority Areas

Crime Prevention and Awareness
Job Training/Workforce Development
Homeless Services
Housing Discrimination Services
Renter Assistance
Senior Services
Youth Services

Medium Priority Areas

Child Care Services
Crime Prevention/Awareness
Disability Services
Domestic Violence Services
Food Services
Health Services
Mental Health Services



2020-2024

CDBG Funding Priorities

Housing, Public Facilities and Other Community Development

High Priority Areas

- Accessibility Improvements
- Affordable Housing Preservation
- Business Support
- Demolition of Blighted Structures
- Homeowner Housing Rehabilitation
- Parks and Community/Recreation Centers
- Sidewalk Improvements
- Water/Sewer Improvements

Medium Priority Areas

- Bus Facility Improvements
- Indirect Rental Assistance (Landlords)
- Street Improvements

Program Year 2021 Proposed Budget by Project

Goals and Associated Projects/Activities	Activity Budget	Annual Project Budget	Annual Goal Budget
Goal 1: Preservation of Affordable Housing			\$ 377,886.00
Project 1.1: Homeowner Assistance		\$ 318,886.00	
Activity 1.1-a: Homeowner Housing Rehabilitation Loans	\$ 158,886.00		
Activity 1.1-b: Homeowner Grants - Accessibility	\$ 15,000.00		
Activity 1.1.c: LHC Match	\$ 120,000.00		
Activity 1.1.d: A Brush with Kindness	\$ 25,000.00		
Project 1.2: Rental Housing Assistance		\$ 40,000.00	
Activity 1.2-a: BHA Apartments Boiler Replacement	\$ 40,000.00		
Project 1.3: Rehabilitation Service Delivery		\$ 19,000.00	
Activity 1.3-a Environmental Testing	\$ 15,000.00		
Activity 1.3-b: Rehabilitation Soft Costs	\$ 4,000.00		
Goal 2 Elimination of Slum and Blight			\$ 79,466.00
Project 2.1: Residential Demolition		\$ 67,466.00	
Activity 2.1-a: Demo for Housing	\$ 52,466.00		
Activity 2.1-b: Demo for Slum/Blight	\$ 15,000.00		
Project 2.2: Demolition Service Delivery		\$ 12,000.00	
Activity 2.2-a: Demolition Soft Costs	\$ 12,000.00		
Goal 3: Support Provision of Public Services			\$ 90,544.00
Project 3.1: Public Service Activities		\$ 90,544.00	
Activity 3.1-a: Recycling Furniture	\$ 5,000.00		
Activity 3.1-b: PATH Homeless Services	\$ 20,144.00		
Activity 3.1-c: PATH Emergency Grant	\$ 20,000.00		
Activity 3.1-d: WBRP Project Leader	\$ 20,400.00		
Activity 3.1.e: KTB Financial	\$ 20,000.00		
Activity 3.1-f: Peace Meals	\$ 5,000.00		
Goal 4: Provide Quality Services			\$ 69,400.00
Project 4.1: Sidewalk Improvements		\$ 30,000.00	
Activity 4.1-a: West Bloomington	\$ 30,000.00		
Project 4.2: Non-Profit Building Improvements		\$ 39,400.00	
Activity 4.2-a: MCCA Mayor's Manor HVAC and ADA	\$ 29,400.00		
Activity 4.2b: WBRP Entrance	\$ 10,000.00		
Goal 5: CDBG Administration and Planning			\$ 85,000.00
Project 5.1: General Administration		\$ 24,000.00	

Activity 5.1-a: Administration Soft Costs	\$ 22,000.00		
Activity 5.1-a: LHC Administrative Match	\$ 2,000.00		
Project 5.2: Administrative Programs		\$ 25,000.00	
Activity 5.2-a: Section 3 Training	\$ 10,000.00		
Activity 5.2-b: Fair Housing Program	\$ 15,000.00		
Project 5.3: Planning Services		\$ 36,000.00	
Activity 5.3-a: MCRPC Housing	\$ 36,000.00		
	Annual Action Budget - Expenses	\$	702,296.00
Annual HUD Allocation	\$ 547,296.00		
Est. Program Income	\$ 30,000.00		
Est. Carry-Forward Funding	\$ 125,000.00		
CDBG-CV Allocation			
	Est. Annual Budget - Revenues	\$	702,296.00
		Balance to Allocate	\$ -

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 10.A

FOR COUNCIL: May 24, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with Rowe Construction - A Division of United Contractors Midwest, for the FY 2022 General Resurfacing Program, in the amount of \$5,129,185.05, as requested by the Public Works Department.

RECOMMENDED MOTION:

The technical bidding requirements be waived and the proposed Agreement be approved.

STRATEGIC PLAN LINK:

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

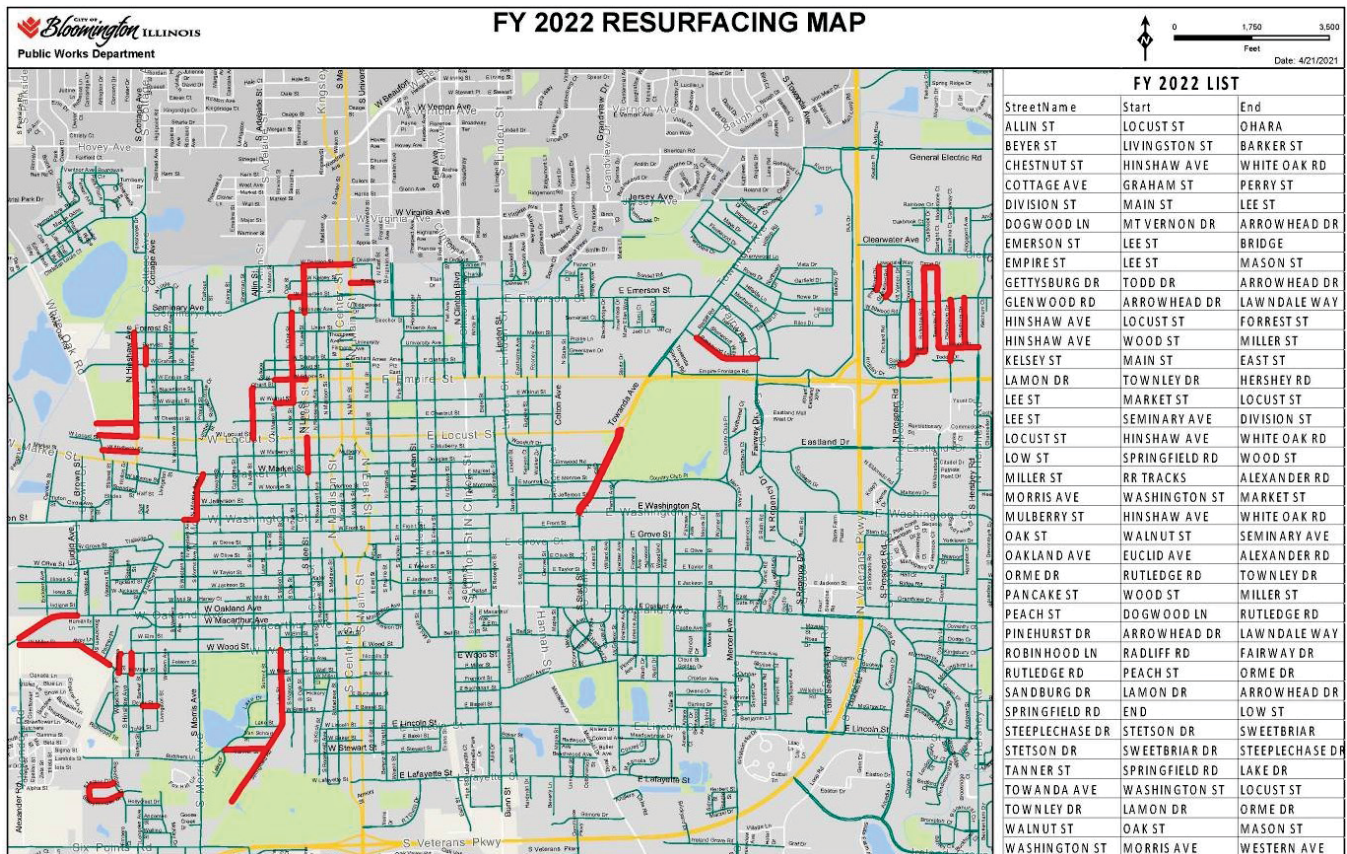
STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an Agreement with Rowe Construction - A Division of United Contractors Midwest for the FY 2022 General Resurfacing Program, in the amount of \$5,129,185.05. The agreement is designed to provide for street resurfacing throughout the City.

City Council approved Resolution No. 2020-12 (attached) on March 8, 2021, waiving the technical bidding requirements for this contract and authorizing direct negotiations with Rowe Construction since that company has been the sole bidder on this annual contract for over 5 years. The resolution, negotiated prices, and corresponding agreement are attached.

Public Works has staff that performs minor maintenance to streets and alleys, including pothole repair and minor patches. Major street and alley work are handled by contractors working for the City. Each year, the City hires contractors to resurface streets and alleys. Resurfacing a street may include milling off the existing surface, spot repairs, and adjusting manholes and other utilities in the street. Many streets will receive two layers of new hot mix asphalt. Typically, this will include a binder layer and a surface layer. A map of the streets for this year's work is shown below.



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

This is an annual maintenance contract, which includes multiple projects assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each individual project will vary. The contract completion date is April 30, 2022.

Following review of the FY 2022 General Resurfacing Program, staff recommends the following final allocation as the best use of available funding. The budgeted amount is shown for reference only. The Pavement Preservation contract amount, to presented to council at a future date, will be adjusted from the original targeted budget amount to enable the resurfacing limits outlined above to be included in this year's resurfacing contract.

<u>Program</u>	<u>Budget</u>	<u>5/24/21 Bid Award</u>	<u>Unencumbered after 5/24/21</u>
Multi-Year Street and Alley Resurface Program	\$5,800,000.00	\$5,129,185.05	\$670,814.95
General Resurfacing	\$5,000,000.00	\$5,129,185.05	\$-129,185.05
Pavement Preservation	\$800,000.00	\$0.00	\$800,000.00

Multi-Year Street, Alley, & Sidewalk Maintenance	\$200,000.00	\$198,850.00	\$1,150.00
Street, Alley & Sidewalk Maintenance (Bid # 2021-26) (2)	\$200,000.00	\$198,850.00	\$1,150.00
Multi-Year Sidewalk and Ramp Replacement Program	\$1,200,000.00	\$1,194,210.44	\$5,789.56
Sidewalk and Curb Ramp Replacement Program (Bid #2021-28) (3)	\$1,110,000.00	\$1,104,235.34	\$5,764.66
Sidewalk Vertical Displacement Repair Program (Bid #2021-29) (4)	\$90,000.00	\$89,975.10	\$24.90
TOTAL	\$7,200,000.00	\$6,522,245.49	\$677,754.51

Notes:

(1) The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete) fund.

(2) Approved by Council on April 12, 2021.

(3) Approved by Council on May 10, 2021.

(4) Approved by Council on April 26, 2021.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because this program includes essential maintenance and repairs to City road infrastructure.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, \$5,129,185.05 will be awarded for the FY 2022 General Resurfacing contract to be paid out of the Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement account (40120200-72530). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 64, 66, 168, 208, 209 and 210.

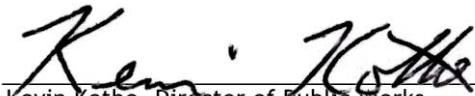
COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs. Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management, Objective TAQ-1.4. Pedestrian

safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

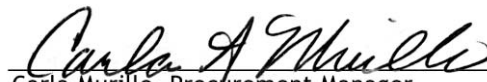
Respectfully submitted for Council consideration.

Prepared by: Craig Shonkwiler, City Engineer

Reviewed by:


Kevin Kothe, Director of Public Works

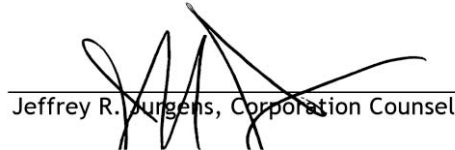
5/11/2021


Carla Murillo, Procurement Manager

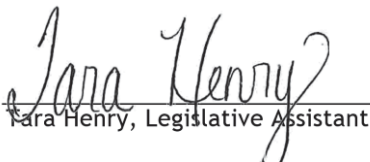
5/12/2021


Chris Tomerlin, Budget Manager

5/12/2021


Jeffrey R. Jurgens, Corporation Counsel

5/18/2021


Tara Henry, Legislative Assistant

5/20/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 1B Agreement FY22 General Resurfacing Agreement 05242021
- PW 1C Schedule of Prices FY22 General Resurfacing Agreement 05242021
- PW 1D Approved Resolution 2021-12 FY22 General Resurfacing Agreement 05242021

AGREEMENT

THIS AGREEMENT, Made and entered into this 24th Day of May, 2021, by and between, Rowe Construction, A Division of United Contractors Midwest, Inc., first party, also hereinafter referred to as "Contractor," and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 8, 2021**, by Resolution, waive bidding requirements and authorize negotiation of a Contract with Rowe Construction, A Division of United Contractors Midwest, Inc., for the construction of **FY 2022 GENERAL RESURFACING** project for said City.

AND WHEREAS, in pursuance of said Resolution said first party, did on **May 6, 2021**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2022 GENERAL RESURFACING** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles, of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY 2022 GENERAL RESURFACING** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$5,129,185.05** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, 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 contractor in 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 of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work by **April 30, 2022**.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that 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 at <http://labor.illinois.gov/>. 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.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its City Manager, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

WITNESS:

CITY OF BLOOMINGTON

By: _____
City Manager

CONTRACTOR

(Seal)

[Redacted Signature]





IL—Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0091

To: City of Bloomington
Address:

Attn: Craig Shonkwiler
Phone:
Fax:

Project: FY 2022 General Resurfacing (REVISED)

Addendum:
Date: 05/06/2021

Client #	Description	Quant.	Unit	Unit Price	Ext Price
COB60200	Manhole to be Adjusted, Spl	90.000	EA	\$1,800.00	\$162,000.00
COB60201	New Frame & Grate Ty 1	24.000	EA	\$ 550.00	\$13,200.00
COB60202	Inlet to be Adjusted, Spl	41.000	EA	\$1,700.00	\$69,700.00
COB60203	Inlet to be Reconstructed, Spl	15.000	EA	\$3,250.00	\$48,750.00
COB60204	Inlet, Ty A	11.000	EA	\$3,250.00	\$35,750.00
COB60205	New Frame & Grate Ty 3	19.000	EA	\$ 708.11	\$13,454.09
COB60206	New Frame & Grate Ty 50	2.000	EA	\$ 778.60	\$1,557.20
COB60207	Valve Box to be Adjusted, Spl	56.000	EA	\$ 998.66	\$55,924.96
COB60208	New Frame & Closed Lid (Valve Box)	11.000	EA	\$ 416.24	\$4,578.64
COB60209	Valve Box Riser	10.000	EA	\$ 137.84	\$1,378.40
COB60210	Saddle Manhole	1.000	EA	\$8,500.00	\$8,500.00
COB60211	Storm Sewer Spl	14.000	FT	\$ 82.67	\$1,157.38
44200086	Pavement Patching Ty I 8"	40.000	SY	\$ 124.94	\$4,997.60
44200089	Pavement Patching Ty II 8"	35.000	SY	\$ 112.93	\$3,952.55
44200099	Pavement Patching Ty III 8"	65.000	SY	\$ 104.45	\$6,789.25
44200101	Pavement Patching Ty IV 8"	70.000	SY	\$ 95.97	\$6,717.90
COB44206	Pavement Patching 6" Special	1,250.000	SY	\$ 65.00	\$81,250.00
44000200	Driveway Pavement Removal	4,780.000	SF	\$ 4.50	\$21,510.00
COB60601	Comb CC&G Removal (Spot Remove) Spl	5,280.000	FT	\$ 32.00	\$168,960.00
COB60602	Comb CC&G Ty B6.18 (Spot Replace) Spl	5,280.000	FT	\$ 55.98	\$295,574.40
COB60603	Comb CC&G Removal (Whole Block) Spl	700.000	FT	\$ 23.79	\$16,653.00
COB60604	Comb CC&G Ty B6.18 (Whole Block) Spl	700.000	FT	\$ 45.00	\$31,500.00
COB60605	Barrier Yard Curb, Spl	40.000	SF	\$ 109.68	\$4,387.20
44000600	Sidewalk Removal	7,280.000	SF	\$ 5.41	\$39,384.80
42300200	PCC Driveway Pavement 6"	1,350.000	SY	\$ 70.46	\$95,121.00
42300400	PCC Driveway Pavement 8"	1,510.000	SY	\$ 81.79	\$123,502.90
COB42401	PCC Sidewalk Ramp 6"	1,808.000	SF	\$ 15.50	\$28,024.00
COB42402	PCC Sidewalk 6"	4,524.000	SF	\$ 12.50	\$56,550.00
42400800	Detectable Warnings	280.000	SF	\$ 38.82	\$10,869.60
X7015005	Changeable Message Sign	70.000	CAL	\$ 171.81	\$12,026.70
Z0033700	Longitudinal Joint Sealant	32,003.000	FT	\$ 4.00	\$128,012.00

ucm.biz

IL—Peoria
121 W. Park Street
P.O. Box 166
Tremont, IL 61568
309-925-2711

IL—Springfield
3151 Robbins Rd. (62704)
P.O. Box 13420
Springfield, IL 62791
217-546-6192

IL—Winchester
Route 106 West
P.O. Box 258
Winchester, IL 62694
217-742-3103

IL—Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0091

IL—Galesburg
600 E. Main St.
P.O. Box 1488
Galesburg, IL 61402
309-342-4155



40800025	Poly Bit Material (Prime Coat)	72,984.000	LB	\$ 1.85	\$135,020.40
40602978	HMA Binder Course IL-9.5 N50	4,390.000	TON	\$ 119.00	\$522,410.00
40603310	HMA Surface Course C N50	5,141.000	TON	\$ 120.00	\$616,920.00
40603153	Poly HMA Surface Course, SMA, N80	5,250.000	TON	\$ 146.00	\$766,500.00
COB40600	Sand Mix IL-4.75 N50	299.000	TON	\$ 160.00	\$47,840.00
40600982	HMA Surface Removal - Butt Joint	440.000	SY	\$ 35.00	\$15,400.00
44000154	HMA Surface Removal - 1-1/4"	2,715.000	SY	\$ 5.25	\$14,253.75
44000155	HMA Surface Removal - 1-1/2"	41,275.000	SY	\$ 5.50	\$227,012.50
44000158	HMA Surface Removal - 2-1/4"	59,002.000	SY	\$ 6.00	\$354,012.00
44000160	HMA Surface Removal - 2-3/4"	16,250.000	SY	\$ 6.25	\$101,562.50
COB44000	Surface Removal Edge Mill	6,267.000	SY	\$ 4.36	\$27,324.12
44003100	Median Removal	292.000	SF	\$ 15.00	\$4,380.00
COB60600	Concrete Median Surface (Full Depth)	222.000	SF	\$ 33.90	\$7,525.80
COB60601	Solid Poured Median Nose	1.000	EA	\$2,885.48	\$2,885.48
44000100	Pavement Removal	260.000	SY	\$ 15.95	\$4,147.00
42000200	PCC Pavement 7"	30.000	SY	\$ 97.60	\$2,928.00
35101400	Aggregate Base Course Ty B	15.000	TON	\$ 67.06	\$1,005.90
40600990	Temporary Ramp	2,462.000	FT	\$ 15.49	\$38,136.38
48102100	Aggregate Wedge Shoulder Ty B	205.000	TON	\$ 65.00	\$13,325.00
COB21100	Topsoil Placement & Seeding, Spl	5,300.000	SF	\$ 7.50	\$39,750.00
COB70000	Speed Hump, Spl	3.000	EA	\$8,075.88	\$24,227.64
78000400	Thermoplastic Pavt Mark Line 6"	22,775.000	FT	\$ 2.10	\$47,827.50
78000600	Thermoplastic Pavt Mark Line 12"	80.000	FT	\$ 4.31	\$ 344.80
78000650	Thermoplastic Pavt Mark Line 24"	270.000	FT	\$ 8.61	\$2,324.70
78001100	Thermoplastic Pavt Mark L&S	275.000	SF	\$ 8.93	\$2,455.75
70300100	Short Term Pavt Mkg 4"	3,750.000	FT	\$ 0.82	\$3,075.00
70300150	Short Term Pavt Mkg Removal	3,750.000	FT	\$ 1.35	\$5,062.50
COB70100	Traffic Control Complete	1.000	LS	\$220,000.00	\$220,000.00
620	Extra Work	1.000	LS	\$300,000.00	\$300,000.00
Total BASE BID					\$5,099,390.29
Alt Bid: MAIN ST PAVT MARK					
	Thermoplastic Pavt Mark Line 6"	5,830.000	FT	\$ 2.36	\$13,758.80
	Thermoplastic Pavt Mark Line 12"	230.000	FT	\$ 4.73	\$1,087.90
	Thermoplastic Pavt Mark Line 24"	194.000	FT	\$ 9.45	\$1,833.30
	Thermoplastic Pavt Mark L&S	262.000	SF	\$ 9.98	\$2,614.76
	Pavement Marking Line Removal	2,000.000	SF	\$ 5.25	\$10,500.00
Total Alternate Bid					\$29,794.76
Total BASE BID Plus ALTERNATE					\$5,129,185.05

RESOLUTION NO. 2021 - 12

A RESOLUTION ESTABLISHING THE STREETS TO BE RESURFACED IN FISCAL YEARS 2022 AND 2023, AUTHORIZATION TO WAIVE THE TECHNICAL BIDDING REQUIREMENTS, AND AUTHORIZATION FOR CITY STAFF TO NEGOTIATE A CONTRACT WITH ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, FOR THE FY 2022 GENERAL STREET RESURFACING PROGRAM

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

WHEREAS, streets for resurfacing have been identified for fiscal year 2022 and 2023; and

WHEREAS, streets identified for fiscal year 2022 in the attached map will be the first priority with additional streets selected from fiscal year 2023 if funding allows; and

WHEREAS, Rowe Construction - A Division of United Contractors Midwest (UCM) has been the sole bidder on this annual contract for over 5 years; and

WHEREAS, it is anticipated UCM would be the sole bidder if the project were subject to a competitive bid; and

WHEREAS, the City staff believe that a better end product will be achieved through utilizing the bid waiver process and direct negotiations with UCM; and

WHEREAS, UCM will be able to more accurately bid the work because they will have fewer uncertainties and UCM's prior experience and depth of knowledge about resurfacing will provide an opportunity for them to make recommendations on how the work can be accomplished in a more efficient manner; and

WHEREAS, direct negotiations with UCM will expedite the commencement of work.

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

That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to negotiate the Contract and bring the same back for formal approval by the City Council.

PASSED this 8th day of March 2021.

APPROVED this 10th day of March 2021.

CITY OF BLOOMINGTON

 Tari Renner
Tari Renner, Mayor

ATTEST

 Leslie Smith-Yocum
Leslie Smith-Yocum, City Clerk





REGULAR AGENDA ITEM NO. 10.B

FOR COUNCIL: May 24, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Authorizing a Lease Agreement Between the City of Bloomington and the Bloomington-Normal Area Convention & Visitors Bureau for the Lease Space at the Arena, as requested by the Administration Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 6. Prosperous Downtown Bloomington
- Goal 5. Great Place - Livable, Sustainable City
- Goal 3. Grow the Local Economy
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 6c. Downtown becoming a community and regional destination
- Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington
- Objective 1e. Partnering with others for the most cost-effective service delivery
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: The City has reached an agreement in principle with the Bloomington-Normal Area Convention & Visitors Bureau (CVB) to lease Arena space for its offices. The CVB started looking for a new location in mid-to-late 2020 to address some of its additional space and operational needs, as the expiration of its current lease at the airport approached. The City engaged the CVB, as it would seem like a natural fit to have the organization in one of its prime event spaces for which it has a responsibility for marketing and bringing in users.

The general terms of the lease would be as follows:

- Lease of the entire 2nd floor administrative office space and the first-floor retail/information space near the ticketing window.
- \$2,100 per month lease rate for 5 years with the option to renew for another 5 years. Possible increase in the lease rate for the 2nd term based on the Consumer Price Index.
- The CVB will make substantial investment to upgrade the space at its cost.
- CVB use of one of the unleased suites for events so long as there is a suite available (not leased or sold).
- Availability by summer 2021.

The City’s Parks and Recreation Department is currently managing the Arena. The City would have other building space to house Parks or, ultimately, an outside management company if the City decides to go in that direction. The CVB board has voted to approve the agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City worked closely with CVB staff and board members in reaching this tentative agreement.

FINANCIAL IMPACT: If approved, the CVB shall pay \$2,100 per month for a 5-year lease with the option for increases based on the Consumer Price Index during a second 5-year term if applicable. Funds will be recorded in the City Arena-Facility Rental Account (57107110-54430). Stakeholders can locate the Arena Budget in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" beginning on page 117.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Billy Tyus, Deputy City Manager

Reviewed by:



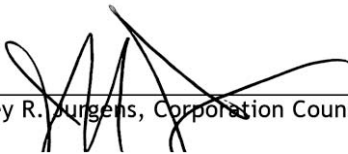
Billy Tyus, Deputy City Manager

5/21/2021



Chris Tomertin, Budget Manager

5/21/2021



Jeffrey R. Jurgens, Corporation Counsel

5/21/2021



Tara Henry, Legislative Assistant

5/21/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- ADM 2B Arena Commercial Lease Agreement
- ADM 2C Arena Lease Ordinance

COMMERCIAL LEASE AGREEMENT

This COMMERCIAL LEASE AGREEMENT ("Lease") is entered into by and between the CITY OF BLOOMINGTON, an Illinois municipal corporation, hereinafter called Landlord, and BLOOMINGTON-NORMAL AREA CONVENTION AND VISITORS BUREAU, a not-for-profit corporation, hereinafter called Tenant.

WITNESSETH:

Landlord, in consideration of the rents, covenants and promises hereinafter specified, hereby leases to Tenant and Tenant, in consideration of the covenants and promises to be performed by Landlord, hereby rents the Premises hereinafter described upon the terms, conditions and promises herein set forth.

1. Demise. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the following areas inside the Grossinger Motors Arena ("Arena"), located at 101 S. Madison Street, Bloomington, Illinois, 61701: (1) the administrative office space on the second floor of the Arena, approximately 3,485 square feet, shown on Exhibit A; and (2) the retail spaces on the first floor of the Arena, approximately 1,407.50 square feet, shown on Exhibit B. Both spaces may collectively be referred to as "Premises".

2. Term. The Term of this Lease shall begin on October 1, 2021 and shall continue for five (5) years and shall therefore expire on August 31, 2025. The Tenant shall have the option to renew the Lease for another five (5) year term upon giving at least 180 days advance notice prior to the termination of the Lease. The renewal shall be subject to the parties agreeing to a new rental rate, which in no event shall constitute an increase higher than the consumer price index.

3. Rent. Tenant shall pay to Landlord monthly rent of Two Thousand One Hundred Dollars (\$2,100.00) for the Term of this Lease, no later than the tenth (10th) calendar day of each month, without further demand or notice from Landlord, except that the first month's rent is due and payable on execution of this Lease by the Parties.

4. Use of Premises; Tenant's Duties.

A. Use for CVB. The Premises shall only be used for purposes of providing services and promotions related to the Blooming-Normal Area Convention and Visitors Bureau, including for their administrative office space and for providing retail opportunities related to the CVB. Any other use shall be prohibited unless agreed to in writing expressly by Landlord.

B. Tenant's Duties. During the Term, Tenant agrees to the following:

(i) Tenant will not do, use, or permit on the Premises anything that will increase the rate of or invalidate any insurance thereon, or anything that is in violation of any law, State, Federal, or Municipal, or the regulations or requirements of any public authority respecting the Premises, nor permit or carry on any illegal or objectionable trade or business, nor do or permit anything to be done on the Premises in any way tending to create a nuisance or disturb any other tenant located in the same building, and will not use or permit the Premises to be used for any immoral or illegal purpose. Tenant shall comply with all ordinances, regulations, and laws applicable to Tenant and its business, including but not

limited to compliance with all liquor license, video gaming, and health ordinances, regulations, and laws, at its own expense.

(ii) Tenant shall be responsible for janitorial services for the Premises, as well as the collection of trash and providing same for disposition by Landlord.

(iii) Tenant will limit noise to a reasonable level so as to not interfere with the operations of the Arena during events or otherwise.

(iv) Restrict or limit access of its visitors and/or staff from the non-leased portions of the Arena. However, nothing herein shall be construed to prevent Tenant or its invitees to access the leased Premises, including access to the office space on the second floor.

(v) Tenant will pay any real estate taxes applicable to the leased Premise if they are deemed not to be tax exempt. The Arena property is currently exempt from property tax.

5. Landlord's Services.

A. Parking. Landlord shall provide five (5) non-designated parking spaces in the adjoining Arena parking garage.

B. Utilities & Trash Service. Landlord shall be responsible for providing the following utilities and services connected with the Premises: electricity, gas, heating, internet and trash removal after collection by Tenant.

C. Unleased Event Suites. Landlord shall provide access to one event suite for events at the Arena as long at least one event suite is available (i.e., that is not leased or sold) and the provision of said event suite does not add to the costs or expense of the Landlord. The City shall not be responsible for the provision of food or drink at said events.

D. Improvements. Landlord shall be responsible for installing a doorway into the retail space from the public ticketing area. Landlord shall be responsible for no other improvements to the Premises.

E. Interruption of Services. Landlord shall not be liable for the interruption of any of the above mentioned services caused by Tenant or by strike, lockout, war, terrorism, Act of God, or other event beyond the Landlord's reasonable control. Any interruption of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages.

6. Rights Reserved by Landlord. Landlord reserves the rights set forth in this Section, each of which Landlord may exercise with reasonable notice to Tenant.

A. No Set-Off, Abatement, or Claim. The Landlord's rights, the exercise of any of which shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim, include:

(i) To install, affix, and maintain any and all signs on the exterior or interior of the Building, including the usual "To Let" signs.

(ii) To decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Arena, or any part thereof, and for such purposes to enter upon the Premises, and during the continuance of any of said work, to temporarily close doors, entryways, public space, and corridors in the Arena and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations hereunder, so long as the Premises are reasonably accessible and usable.

(iii) Tenant agrees to purchase only from Landlord additional duplicate keys as required, to change no locks, and not to affix locks on doors without the prior written consent of the Landlord. Upon the expiration of the Term or Tenant's right to possession, Tenant shall return all keys to Landlord and shall disclose to Landlord the combination of any safes, cabinets, or vaults left in the Premises.

(iv) To designate and approve all window coverings used in the Arena.

(v) To enter the Premises at all reasonable times to make such repairs, alterations, improvements, and additions to the Premises or to the Arena or to any equipment located in the Arena as Landlord shall desire or deem necessary or as Landlord may be required to do by governmental authority or court order or decree.

(vi) To enter the Premises to make inspections, provide necessary services, or to show the unit to prospective buyers, mortgages, tenants or workers.

7. Possession. Prior to early possession June 1, 2021, as per Section 9, the Tenant has inspected the Premises and acknowledges receipt of possession of the Premises in good order, repair, and condition. Entry into possession by the Tenant shall be conclusive evidence of acceptance and of the fact that no representation as to condition of the Premises or promise as to repairs, alterations, or improvements has been made by or in behalf of the Landlord (unless endorsed hereon). And the Tenant agrees to keep the Premises in good condition, and at the termination of this Lease will yield up the Premises to the Landlord in as good condition as when received, loss by fire and ordinary wear excepted; and any damage or injury done to the Premises by the Tenant or by any person or persons who, with the Tenant's consent or license, may be in or on the Premises, may be repaired by the Landlord and a reasonable amount so expended shall be reimbursed by the Tenant to the Landlord on demand.

8. Additions, Alterations, and Improvements. Tenant shall not, without the prior written consent of Landlord, make any alterations, improvements, or additions to the Premises. Landlord acknowledges Tenant intends to make substantial alterations to the Premises and Landlord agrees to work expeditiously with Tenant to review any proposed alterations. It is the intention of the parties that the Tenant shall be permitted to make such improvements prior to taking possession of the Premises. If Landlord consents to said alterations, improvements, or additions, it may impose such conditions with respect thereto as Landlord deems appropriate, including, without limitation, insurance against liabilities which may arise out of such work, plans, and specifications plus permits necessary for such work and "as-built" drawings or an accurately marked record set of drawings showing the actual location of said alterations, improvements, and additions. Tenant acknowledges that all previously-installed alterations, improvements, additions, fixtures, and all future alterations and additions to the Premises, whether temporary or permanent in character and whether made or paid for by Landlord or Tenant are or shall become, without compensation to Landlord, Landlord's property upon installation on the Premises, and unless

Landlord shall request their removal they shall be relinquished to Landlord in good condition, ordinary wear excepted, at the expiration or termination of this Lease, by lapse of time or otherwise.

9. Early Possession. Tenant shall have the nonexclusive right to enter and use the Premises for the purpose of constructing improvements in the Premises (subject to all the terms and conditions of Section 8) and performing other similar work preparatory to the commencement of Tenant's term but no earlier than July 1, 2021. Such occupancy and possession shall be subject to and upon all of the terms and conditions of this Lease (including, but not limited to, indemnification and conditions relating to maintenance of required insurance by Tenant), except that Tenant shall not be obligated to pay rent nor shall Tenant enjoy any other benefits of this Lease prior to October 1, 2021.

10. Subordination. This Lease shall be subject and subordinate to any mortgage or trust deed now or hereafter a lien on the building in which the Premises is located and the real estate on which it stands, and the Landlord is hereby irrevocably authorized as attorney in fact for the Tenant to execute any instrument subordinating this Lease to any and all such mortgages and trust deeds. Tenant shall execute promptly any instrument of subordination that Landlord or its lender may request.

11. Notices. Any and all notices required or provided herein shall be deemed in complete compliance with the terms hereof if personally served thereon or if sent in writing by United States Registered or Certified Mail, postage prepaid, addressed to the respective parties as follows:

FOR LANDLORD

City of Bloomington
Attn: City Manager
Copy: Corporation Counsel
115 E. Washington St., 4th Floor
Bloomington, IL 61701

FOR TENANT

Bloomington-Normal CVB
Attn: Executive Director
(address)
Bloomington, IL 61701

The above addresses may be changed at any time by the giving of written notice.

12. Condemnation. If the Arena or any portion thereof shall be taken or condemned by any competent authority for any public or quasi-public use or purpose (a "taking"), Landlord shall have the right, exercisable at its sole discretion, to cancel this Lease. No money or other consideration shall be payable by Landlord to Tenant for the right of cancellation and Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by such taking or change in configuration.

13. Assignment and Subletting. Neither Tenant nor any receiver or trustee in bankruptcy shall, without the prior written consent of Landlord (which consent may be withheld in Landlord's sole discretion), (i) assign, convey, or mortgage this Lease or any interest hereunder; (ii) permit to occur or permit to exist any assignment of this Lease, or any lien upon Tenant's interest, voluntarily or by operation of law; (iii) sublet the Premises or any part thereof; or (iv) permit the use of the Premises by any parties other than Tenant and its employees. Any such action on the part of Tenant shall be void and of no effect. The term "sublease" and all words derived therefrom, as used in this paragraph, shall include any subsequent sublease or assignment of such sublease and any other interest arising under such sublease. Landlord's consent to any

assignment, subletting or transfer, or Landlord's election to accept any assignee, sublessee, or transferee as the lessee hereunder and to collect rent from such assignee, sublessee, or transferee shall not release Tenant or any guarantor of this Lease or any subsequent lessee, assignee, or sublessee from any covenant or obligation under this Lease. Landlord's consent to any assignment, subletting, or transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future assignment, subletting, or transfer, and Landlord consents to any assignment, subletting, or transfer shall not relieve Tenant or any guarantor from remaining fully liable on the Lease. Landlord may condition its consent upon execution by the sublessee or assignee of an instrument confirming such restrictions on further subleasing or assignment and joining in the waivers and indemnities made by Tenant hereunder and any guarantor.

14. Surrender of Possession; Holding Over.

A. Surrender of Possession. Upon the expiration of the Term or termination of this Lease, according to the terms set forth herein, Tenant shall immediately surrender to Landlord the Premises vacant, broom clean and in good condition, except for (i) ordinary wear and tear, (ii) damage by the elements, fire and other casualties covered by Tenant's insurance, which in such case, Tenant will cause insurance proceeds sufficient to restore the Premises to the same condition as of date of possession, normal wear and tear excepted, to be paid to Landlord, (iii) condemnation, and (iv) damage arising from any other cause not required to be repaired or replaced by Tenant under this Lease.

B. Holding Over. If Tenant shall retain possession of the Premises or any part thereof after the expiration or termination of this Lease or of Tenant's right of possession, then Tenant shall pay to Landlord as Rent, an amount equal to the amount due for the month immediately preceding the expiration or termination of this Lease or of Tenant's right of possession, and also shall pay all damages sustained by Landlord, whether direct or consequential, on account thereof.

15. Quiet Enjoyment. Landlord covenants that Tenant, on paying the Rent and on keeping, observing, and performing all the other terms, covenants, conditions, provisions, and agreements herein contained on the part of Tenant to be kept, observed, and performed, shall, during the Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof. Tenant acknowledges the Area is at times used for concerts and other events that draw crowds and may include loud noises or music. Such shall not be deemed to impact the quiet enjoyment of the tenancy and Tenant agrees not to interfere with any such events or uses of the Arena by Landlord.

16. Waiver of Claims; Indemnification. Tenant further agrees that all of Tenant's personal property upon the Premises shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof. Without limitation of any other provisions thereof, each party agrees to defend, protect, indemnify, and save harmless the other party and the other party's affiliates, agents, servants, partners, and employees from and against all liability to third parties arising out of the use of the Premises or acts of the other party or by the other party's servants, agents, employees, contractors, suppliers, workers, or invitees.

17. Tenant Insurance Coverage. Tenant shall purchase and maintain insurance during the entire Term of this Lease for the benefit of Tenant and Landlord (as their interest may appear) with terms, coverages, and in companies satisfactory to Landlord, and with such increases in limits as Landlord may from time to time request.

A. Proof of Coverage. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located in the Premises. Landlord shall be named as an additional insured in all such policies. Tenant shall, prior to the commencement of the Term, furnish to Landlord certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed without at least twenty (20) days prior written notice to Landlord and Tenant.

B. Liability Insurance. Tenant shall maintain liability insurance on the Premises with personal injury limits of at least \$250,000.00 for injury to one person, and \$500,000.00 for any one accident, and a limit of at least \$100,000 for damage to property.

18. Covenant Against Liens. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises, and any and all liens and encumbrances created by Tenant shall attach to Tenant's interest only. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching, or claim thereof being asserted, Tenant covenants and agrees to cause it to be immediately released and removed of record. In the event that such lien is not immediately released and removed, Landlord, at its sole option, may take all action necessary to release and remove such lien (without any duty to investigate the validity thereof) and Tenant shall promptly upon notice reimburse Landlord for all sums, costs, and expenses (including reasonable attorney's fees) incurred by Landlord in connection with such lien. Amounts demanded by Landlord and not paid within ten (10) days shall bear interest at the rate of twelve percent (12%) per annum.

19. Fire or Casualty; Restoration. In case the Premises shall be rendered wholly or partially destroyed or otherwise untenable by fire or other casualty; to the extent that said Premises may be repaired and the building in which the Premises are located or the leased Premises restored within sixty (60) days, then and in such case, the Landlord shall repair and restore the Premises as soon as possible to the condition said Premises were in at the time of such destruction, as promptly as building conditions will permit, and the monthly rental provided herein shall abate in proportion to the days said Premises were untenable. If the Premises shall be completely destroyed or destroyed to the extent that it cannot be repaired within sixty (60) days, then this Lease shall terminate as of the date of such destruction and rental shall be adjusted as of that date. Any prepaid rental shall be repaid to Tenant.

20. Default; Landlord's Remedies.

A. Failure on the part of Tenant to pay promptly any installment of Rent or any other payment due hereunder as and when the same becomes due and payable, or failure of the Tenant promptly and faithfully to keep and perform each and every other covenant, agreement, and stipulation herein on the part of Tenant to be kept and performed, if such failure shall continue for five (5) days after notice in writing by the Landlord of such failure, Landlord shall, at the option of Landlord, declare a default by Tenant of this Lease. If said failure is not cured within said five-day period, then at the expiration of said five (5) days, possession of the Premises shall be delivered to Landlord without further demand, and thereupon Landlord shall be entitled to possession of the Premises.

B. It is hereby understood, however, that such breach or forfeiture, annulment, or voidance shall not relieve the Tenant from its obligations to pay Rent hereinbefore reserved, which shall be accelerated and total Rent for the remainder of the term of this Lease shall be immediately due. In case of any such default of the Tenant, the Landlord shall use reasonable efforts to re-let the said Premises as the agent for and in the name of the Tenant, at the rental readily obtainable, applying the proceeds and avails thereof, first, to the payment of such expense as the Landlord may be put to in re-entering and finding a new tenant, and then to the payment of said rent as the same may from time to time become due, and to the fulfillment of the other covenants and agreements of the Tenant herein contained, and the balance, if any, shall be paid to the Tenant, and the Tenant hereby covenants and agrees that if the Landlord shall recover or take possession of said Premises as aforesaid and be unable to re-let the same so as to realize a sum equal to the rental hereby reserve, the Tenant shall and will pay to Landlord any and all loss for the difference in rental for the residue of the term.

21. Indemnity. To the extent permitted by law, each party agrees to indemnify, hold harmless, and defend the other party from and against any and all losses claims, liabilities, and expenses, including reasonable attorney fees, if any, which the other party may suffer or incur in connection with the other party's possession, use of misuse of the Premises, except the other party's intentional act or negligence.

22. Miscellaneous.

A. Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer its interest in the land and the building in which the Premises are located and in this Lease, and Tenant agrees that in the event of any such transfer Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder, and further, such an assignment shall not release Tenant from its obligations hereunder to Landlord. If in the future Landlord hires a third-party management company to manage and operate the Arena, Landlord may assign this lease to said third-party.

B. Landlord's Title. Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to commit or engage in any act which can, shall, or may encumber the title of Landlord.

C. Modification of Lease. If any lender requires, as a condition to its lending funds the repayment of which is to be secured by a mortgage or trust deed on the land and building in which the Premises are located or either, that certain modifications be made to this Lease, which modifications will not require Tenant to pay any additional amounts or otherwise change materially the rights or obligations of Tenant hereunder, Tenant shall, upon Landlord's request, execute appropriate instruments effecting such modifications.

D. Interest. All payments becoming due under this Lease and remaining unpaid when due shall bear interest until paid at the greater of (i) twelve percent (12%) per annum

or (ii) two percent (2%) per annum above the prime rate or base rate (but in no event at a rate which is more than the highest rate which is at the time lawful in the State of Illinois).

E. Only Landlord/Tenant Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer, or any association between Landlord and Tenant, it being expressly understood and agreed that no act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

F. Application of Payments. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease (regardless of Tenant's designation of such payments) to satisfy any obligations of Tenant hereunder, in such order and amounts, as Landlord, in its sole discretion, may elect.

G. Time of Essence. Time is of the essence of this Lease and each of its provisions.

H. Governing Law. Interpretation of this Lease shall be governed by the laws of the State of Illinois. The parties acknowledge that any lawsuit related to this Lease shall be commenced in Sangamon County, Illinois, exclusively.

I. Captions. The captions of paragraphs and subparagraphs are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such paragraphs or subparagraphs.

J. Time for Performance. Whenever under the terms of this Lease the time for performance falls on a Saturday, Sunday, or legal holiday, such time for performance shall be on the next day that is not a Saturday, Sunday, or legal holiday.

K. Partial Invalidity. If any term, provision, or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision, or condition to persons or circumstances other than those in respect to which it is) each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

L. Construction. All terms used in this Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context of sense of this Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

M. Binding Effect. This Lease shall be binding upon the parties hereto, their heirs, successors and assigns.

This Lease is signed in duplicate this ____ day of June, 2021, and in case of any variance in the two duplicate originals hereof, the one in the Landlord's possession shall control.

TENANT:

**Bloomington-Normal Area Convention
and Visitor's Bureau**

By: _____
President/CEO

ATTEST:

Secretary

LANDLORD:

City of Bloomington

By: _____
City Manager

ATTEST:

City Clerk

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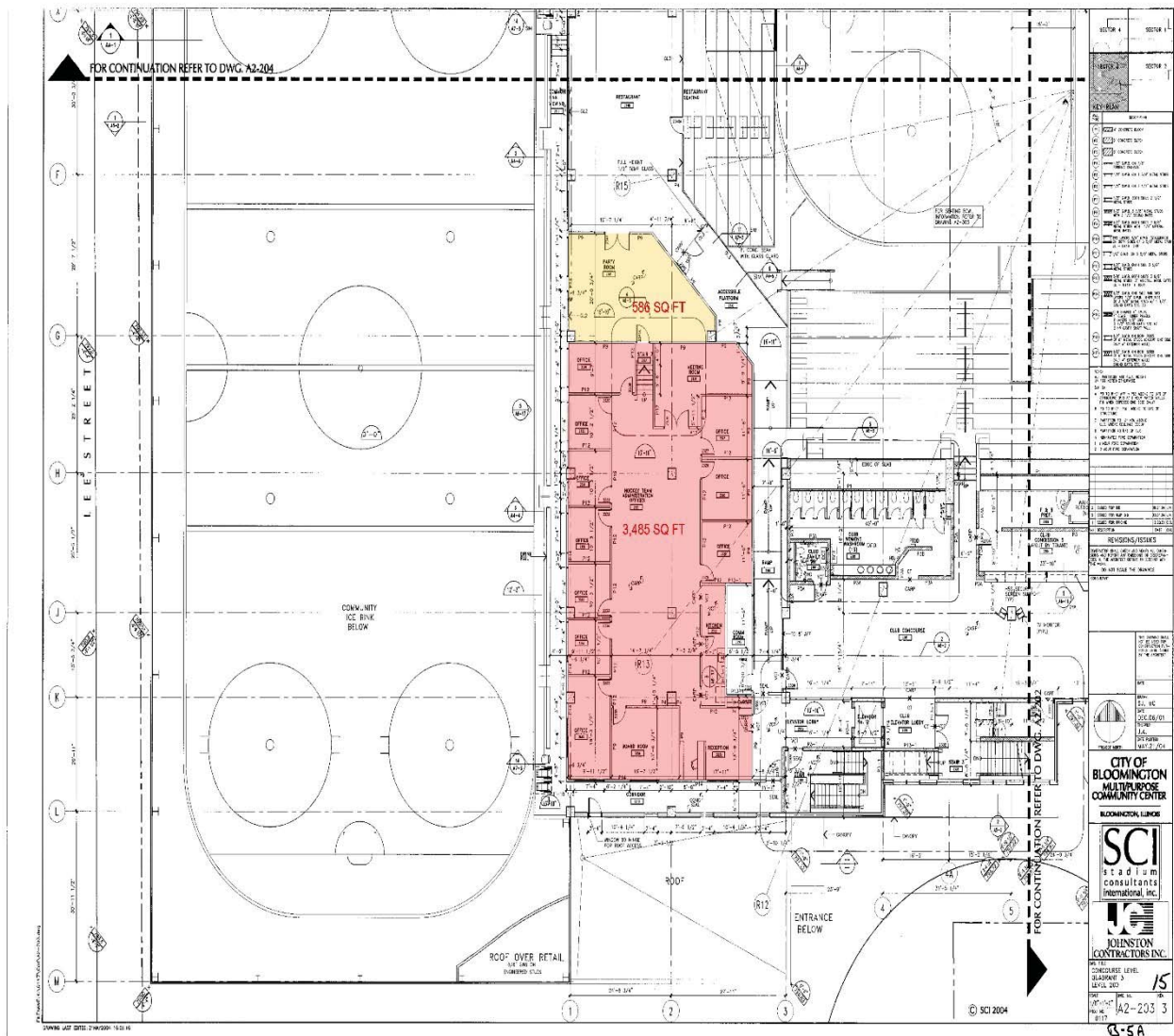
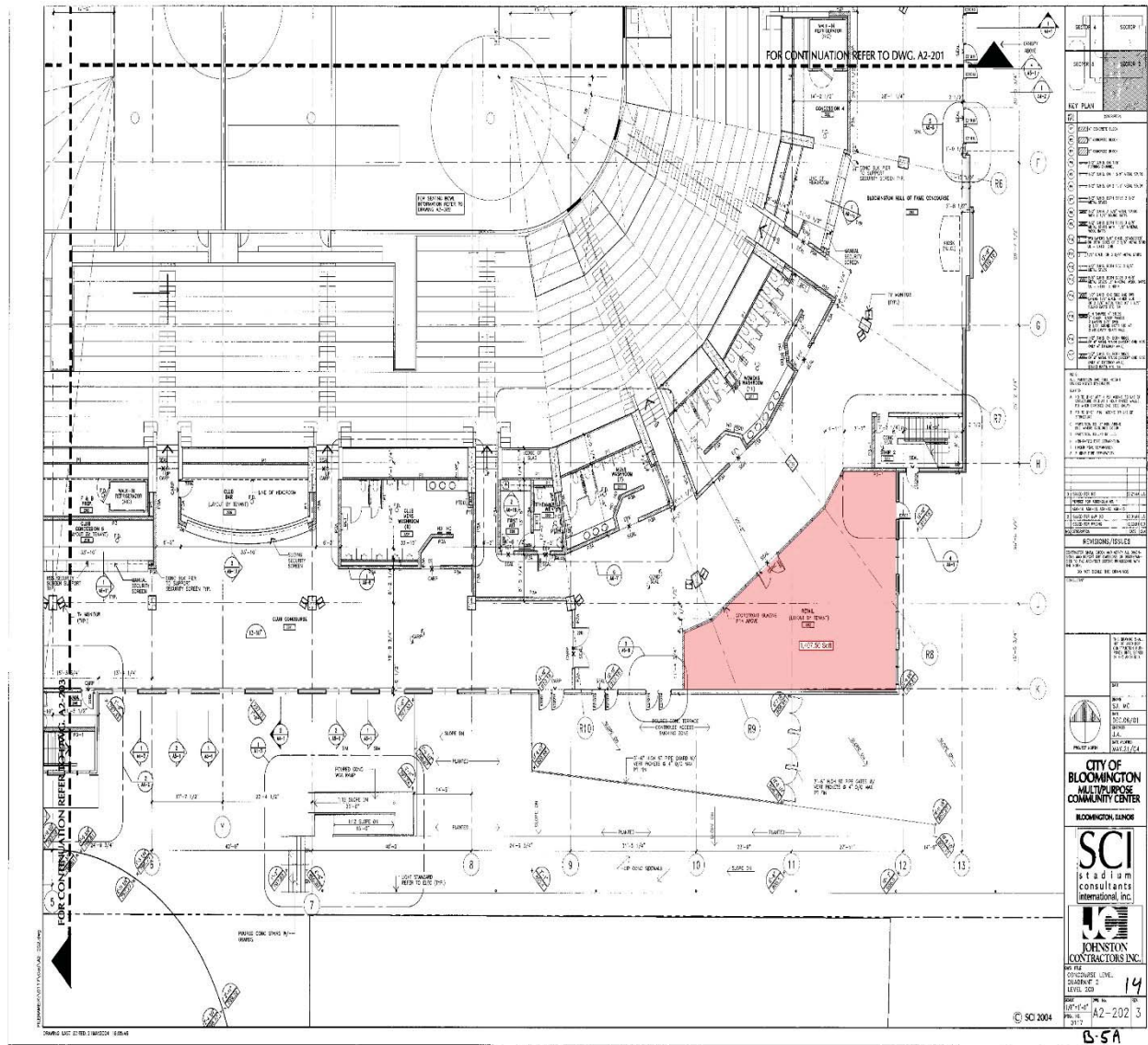


EXHIBIT B



ORDINANCE NO. 2021 - _____

**AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF
BLOOMINGTON AND THE BLOOMINGTON-NORMAL AREA CONVENTION & VISITORS
BUREAU FOR THE LEASE OF SPACE AT THE ARENA**

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

SECTION 1. That the proposed Lease Agreement between the City of Bloomington and the Bloomington-Normal Area Convention and Visitors Bureau for the lease of space at the Arena is approved, subject to legal review, and the City Manager and City Clerk are authorized to execute said Lease Agreement and any related documents.

SECTION 2. 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 3. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 4. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 5. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 24th day of May 2021.

APPROVED this ____ day of May 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



REGULAR AGENDA ITEM NO. 10.C

FOR COUNCIL: May 24, 2021

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

No modifications recommended at this time.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

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

On April 30, 2021, Governor Pritzker issued a new 30-day disaster proclamation related to the pandemic. For purposes of the Open Meetings Act, the Proclamation found that the public health concerns at issue render in-person attendance of more than ten people at the regular meeting location not feasible. Accordingly, the City has continued to hold its meetings electronically, but may be able to resume in-person meetings at some point in June. The Governor also issued a new executive order on May 17, 2021, implementing the State's new "Bridge Phase" that further opens the State of Illinois and prepares the State to go into Phase 5 which is a complete re-opening of the State without any capacity limits.

As the community, including the City's businesses and residents, continues to address the impacts of the COVID-19 pandemic, City staff is not currently recommending the repeal of the Ordinance at this time. The City's Emergency Ordinance has been used primarily to assist local businesses (e.g., permit and licensing extensions, outdoor dining, etc.) and

ensure the continuity of operations at the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

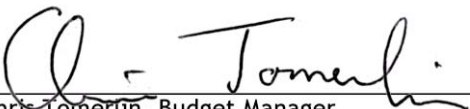
FINANCIAL IMPACT: There is no new financial impact associated with continuing Ordinance 2020-18 in effect.

COMMUNITY DEVELOPMENT IMPACT: The continuation of Ordinance 2020-18 allows several key functions of the Economic & Community Development Department to continue that do not include statutorily mandated public hearings, as well as the expansion of certain business operations for outdoor dining.

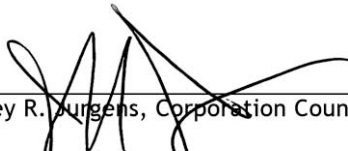
Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:


Chris Tomerlin, Budget Manager

5/18/2021

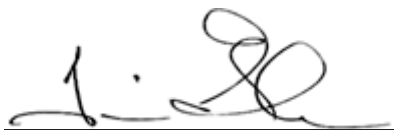

Jeffrey R. Jurgens, Corporation Counsel

5/18/2021


Tara Henry, Legislative Assistant

5/20/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- LGL 1B Local Emergency Declaration Ordinance 2020-18
- LGL 1C Ord. No. 2020 - 21
- LGL 1D Ord. No. 2020 - 25
- LGL 1E Ord. No. 2020 - 30
- LGL 1F Ord. No. 2020 - 38
- LGL 1G Ord. No. 2020 - 45
- LGL 1H Ord. No. 2020 - 61
- LGL 1I Ord. No. 2021 - 2
- LGL 1J Ord. No. 2021 - 33

ORDINANCE NO. 2020 - 18

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

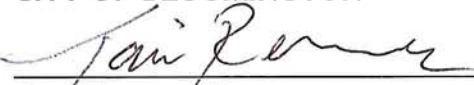
SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

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

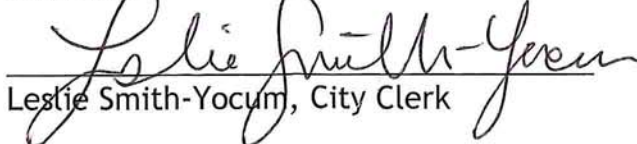
PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON


Tara Renner, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - 21

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

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

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

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

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

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

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

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

PASSED this 13th day of April 2020.

APPROVED this 15th day of April 2020.

CITY OF BLOOMINGTON

Tari R. Penner, Mayor

ATTEST

Leslie Young, City Clerk



ORDINANCE NO. 2020 - 25

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

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

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

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

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

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

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

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

PASSED this 27th day of April 2020.

APPROVED this 28th day of April 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, Mayor

ATTEST

Leslie Young
Leslie Young, City Clerk



ORDINANCE NO. 2020 - 30

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

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

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

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

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

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

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

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

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

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

PASSED this 11th day of May 2020.

APPROVED this 12th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leticia Young, City Clerk



ORDINANCE NO. 2020 - 38

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

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

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

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

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

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

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

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

PASSED this 26th day of May 2020.

APPROVED this 27th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, City Manager

ATTEST

Leslie Simon Recum
Leslie Simon Recum, City Clerk



ORDINANCE NO. 2020 - 45

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

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

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

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

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

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

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

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

PASSED this 24th day of June 2020.

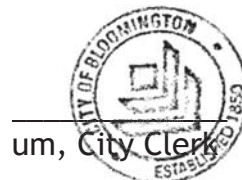
APPROVED this 25th day of June 2020.

CITY OF BLOOMINGTON

Tari Renner _____
or

ATTEST

Les



ORDINANCE NO. 2020 - 61

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(T) SUSPENDING
DOWNTOWN SHUTTLES**

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

SECTION 1. The City Council finds that: (1) as McLean County is currently on the warning level for the new cases per 100,000, additional emergency measures are necessary to restrict the spread of COVID-19; and (2) the operation of the downtown shuttles, used to carry patrons to and from bars in vehicles where social distancing is not possible, creates a public health and safety risk during this time of rising cases; and (3) that the suspension of downtown shuttles is necessary for the public health and safety of the community.

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

(T) Suspension of Downtown Shuttles. All licenses and certificates of public convenience for downtown shuttles issued under Chapter 40, Article X of the City Code are hereby suspended and no downtown shuttle shall operate until the repeal and/or termination of this Ordinance or provision. No additional and/or new licenses or certificates shall be issued until the repeal or termination of this Ordinance or provision.

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

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

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

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

PASSED this 14th day of September 2020.

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APPROVED this 16th day of September 2020.

CITY OF BLOOMINGTON

Taxi Rental

ATTEST

Leslie Smith-Jung
Lest m, City Clerk



ORDINANCE NO. 2021 - 2

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO MODIFY SECTION 2(Q) TO ALLOW THE CONTINUED PRORATION OF THE CITY'S LIQUOR LICENSE FEES

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

SECTION 1. That Ordinance 2020-18, Section 2(Q) is amended as follows:

(Q) Liquor License Fee Proration. Establishments with a City liquor license that are not operating due to the pandemic, may apply to have their license fees prorated for the license year based on the amount of time the business was closed due to Executive Order of the Governor of the State of Illinois. To qualify for a proration in the license fee, the establishment must have been closed and may not have been providing curbside pickup and/or delivery. ~~This shall be a one-time proration and only for establishments that were closed continually for at least 30 days.~~ Establishments must apply for the proration refund to the City Clerk and shall be required to provide proof of closure by affidavit and/or other documentation as deemed appropriate by the City Clerk. Applications must specify the dates the Establishment was closed as a result of orders by the State of Illinois. A new application must be filed each time the establishment is closed as a result of the orders by the State of Illinois. New applications for fee refund prorations that occurred for closings in the 2020 calendar year must be filed by March 1, 2021. Applications for any fee refunds prorations that occur as the result of closings in the 2021 calendar year must be filed by January 31, 2022. Applications must be received by the City Clerk at least 30 days after establishments are allowed by executive order of the Governor or other change in the law, to have customers/patrons "dine-in" regardless of capacity restrictions.

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

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

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

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

PASSED this 11th day of January 2021.

APPROVED this 13th day of January 2021.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum
Leslie Smith-Yocum, City Clerk



ORDINANCE NO. 2021 - 33

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO MODIFY SECTION 2(S) REGARDING
CITY UTILITY PENALTIES

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

SECTION 1. That Ordinance 2020-18, Section 2(S) is amended as follows:

- (S) Moratorium on Water Utility Penalties. ~~No interest, fines and/or penalties shall accrue or be assessed on City owned utility accounts amounts owed to the City as of after March 12, 2021, March 1, 2020 and thereafter until our region begins Phase 4 of the Restore Illinois Plan, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within thirty (30) days after the conclusion of Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof, ninety (90) days after our region hits Phase 4 of the Restore Illinois Plan, expected to be June 26, 2020, or until this provision is amended or repealed by the City Council. Any existing penalties that currently exist on accounts shall remain due and payable but shall not continue to accrue or grow during the moratorium.~~ The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

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

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

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

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

PASSED this 10th day of May 2021.

APPROVED this 12th day of May 2021.

CITY OF BLOOMINGTON

Melissa M. Williams
Melissa M. Williams, Mayor

ATTEST

Loretta Smith-Gang
Loretta Smith-Gang, City Clerk

