



**CITY OF
BLOOMINGTON
COUNCIL MEETING
MAY 10, 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 10, 2021, 6:00 P.M.

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

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

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

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

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

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

Clerk-led Roll Call Vote

- A. Consideration and action to approve the Minutes of the April 12, 2021 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and action to approve Bills and Payroll in the amount of \$4,811,349.59, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and action to approve an Agreement with Gildner, Inc., for the FY 2022 Sidewalk and Curb Ramp Replacement Program (Bid #2021-28), in the amount of \$1,104,235.34, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- D. Consideration and action to approve a Contract with Ticketmaster for Ticketing at the Grossinger Motors Arena and the Bloomington Center for the Performing Arts, as requested by the City Clerk Department and the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Contract be approved.)*
- E. Consideration and action to approve the annual Software Licensing Maintenance Payment with Tyler Technologies, covering various modules of the City's MUNIS Enterprise Resource Planning (ERP) system, in the amount of \$207,494.21, as requested by the Information Technology Department. *(Recommended Motion: The proposed Payment be approved.)*
- F. Consideration and action on an Ordinance Approving a Zoning Map Amendment from P-2 Public Lands and Institutions District to R-1C Single-Family Residential District for the Property Located at 2813 Breezewood Boulevard (PIN: 21-21-252-001) 0.507 Acres More or Less, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- G. Consideration and action on an Ordinance Approving the Final Plat of Replat of Outlot 36 Cedar Ridge Subdivision, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved, subject to the petitioner providing the required sureties for public improvements.)*
- H. Consideration and action on the Request from CBOCS West, Inc., d/b/a Cracker Barrel Old Country Store #125, located at 502 Brock Dr., requesting a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved.)*
- I. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lots 1 & 2 in Block 9 in Camp Potawatomie, from the Estate of Lyle Spaniol, to the petitioner, Jeffry Watson, as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Transfer and Supplemental Agreement be approved.)*

9. Regular Agenda

Clerk-led Roll Call Vote

- A. Consideration and action to appoint a Mayor Pro Tem for the City of Bloomington, as requested by Mayor Mboka Mwilambwe. (*Recommended Motion: I move to appoint _____, to serve, until a new appointment is made by the City Council, as the Mayor Pro Tem for the City of Bloomington at those times when the Mayor is unable to perform his official duties due to an absence from the City or other incapacity.*) (*Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 10 minutes.*)
- B. Presentation regarding the City Services Hub ("The Hub"), as requested by the City Clerk Department. (*Recommended Motion: None; presentation only.*) (*Presentation by Billy Tyus, Deputy City Manager, and Leslie Yocum, City Clerk, 10 minutes; and City Council discussion, 10 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, including consideration of an Ordinance Amending Ordinance 2020-18 to Modify Section 2(S) Regarding City Utility Penalties, as requested by the Legal Department. (*Recommended Motion: The proposed Ordinance Amending Ordinance 2020-18 to Modify Section 2(S) Regarding City Utility Penalties be approved.*) (*Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.*)

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session - Cite Section

Clerk-led Roll Call Vote

14. Adjournment

Voice Vote

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: May 10, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing May 14, 2021 as Childhood Apraxia of Speech Day, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

A handwritten signature in black ink, appearing to read 'Billy Iyus' followed by a large flourish.

Billy Iyus, Deputy City Manager

5/5/2021

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

Tara Henry, Legislative Assistant

5/6/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- ADM 1B 2021-05-14_Apraxia Proclamation

PROCLAMATION

Childhood Apraxia of Speech Awareness Day May 14, 2021

Whereas, May 14th marks Childhood Apraxia of Speech Day during which awareness will be raised throughout Bloomington, Illinois about Childhood Apraxia of Speech, an extremely challenging speech disorder in children; and

Whereas, Childhood Apraxia of Speech (CAS) causes children to have significant difficulty learning to speak and is among the most severe speech deficits in children; and

Whereas, the act of learning to speak comes effortlessly to most children, those with apraxia endure an incredible and lengthy struggle; and

Whereas, without appropriate speech therapy intervention, children with apraxia are placed at high risk for secondary impacts in reading, writing, spelling, and other school-related skills; and

Whereas, that such primary and secondary impacts diminish future independence and employment opportunities if not resolved or improved; and

Whereas, most children with apraxia of speech will learn to communicate with their very own voices only if they receive early intervention, appropriate, intensive, and frequent speech therapy; and

Whereas, it is imperative there be greater public awareness about childhood apraxia of speech in Illinois among community members, physicians, education professionals, policy makers, and elected officials; and

Whereas, funders such as insurance providers, schools, and policy makers are encouraged to recognize the critical need to provide adequate speech therapy and other services so that the impact of this disorder is minimized and so that thousands of affected children can grow into productive, contributing adult citizens; and

Whereas, our highest respect goes to these children, as well as their families, for their effort, determination and resilience in the face of such obstacles; and

Let it be resolved that May 14th is “**Apraxia Awareness Day**” and citizens of Bloomington and surrounds are encouraged to work within their communities to increase awareness and understanding of Childhood Apraxia of Speech.

Mboka Mwilambwe

Mboka Mwilambwe
Mayor



Leslie Yocum

Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 6.B

FOR COUNCIL: May 10, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Appointments to Various Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The included Appointments are representative of City Council's approval from the April 26, 2021 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

A handwritten signature in black ink, appearing to read 'B. Myers'.

Billy Myers, Deputy City Manager

5/5/2021

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

Tara Henry, Legislative Assistant

5/6/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- ADM 2B Recognition of Various Appointments from 042621



Appointment

Steven Campbell: Japanese Sister Cities Committee



Re-Appointment

Dawn McBride: Japanese Sister Cities Committee



Re-Appointment

Dean Messinger: Police Pension Board



Re-Appointment

Kelby Cumpston: Property Maintenance Review Board

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: May 10, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the April 12, 2021 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed Minutes be approved.

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

5/6/2021


Tara Henry, Legislative Assistant

5/6/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- CLK 1B 04-12-2021 DRAFT City Council Regular Meeting Minutes



**MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, APRIL 12, 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 2021-05. 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 City Clerk, Leslie Yocum, in-person in City Hall's Council Chambers at 6:00 p.m., Monday, April 12, 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	

COVID-19 Update by City Manager

City Manager Tim Gleason provided an data on the number of vaccines administered in the County, as well as the number of new cases. He then reported that Camille Rodriguez, McLean County Administrator, had expressed appreciation for the support the Arena had provided as a vaccination location.

Recognition/Appointments

A. Proclamation in Memory of Richard "Rich" Buchanan

Mayor Renner read the Proclamation recognizing the accomplishments and work of former Bloomington Mayor, Richard "Rich" Buchanan. He expressed appreciation for the late Mayor who had guided the City from 1977 to 1985 as Mayor and also served on the Liquor Commission for more than three decades.

Judy Buchanan, Widow of Rich Buchanan, addressed Council. She expressed the love that both she and her late husband had for Bloomington and thanked Council for the recognition.

B. Proclamation recognizing April 18-24, 2021 as Medical Laboratory Professionals Week.

Mayor Renner read the Proclamation recognizing April 18-24, 2021 as Medical Laboratory Professionals Week.

C. Recognition of Appointments to Various Boards & Commissions

Staff recognized the appointments of the following individuals: (1) Cody Hendricks, Citizens' Beautification Committee; (2) Anthony Jones, Human Relations Commission; and (3) Terry Ballantini, Zoning Board of Appeals.

Public Comment

Mayor Renner opened the meeting for public comment and the following individuals were recognized for having emailed public comment: (1) Laura Pritts; (2) William Prado; (3) Javelin Creel; and (4) Jessica Brooks. Leslie Yocum, City Clerk, announced that one email had been submitted anonymously and so she was unable to enter it into the record. Tyson More was called and provided public comment in person from City Hall.

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 Mathy made a motion, seconded by Council Member Emig, that the Consent Agenda, including all items listed below, be approved as presented with the exception of Items 8.D., 8.W., 8.Y., 8.Z., and 8.AA.

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 February 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 the Minutes of the March 8, 2021 Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.C. Consideration and action to approve Bills and Payroll in the amount of \$5,175,720.59, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.D. was removed from the Consent Agenda by Council Member Crabill.

Item 8.E. Consideration and action to approve Funding for the FY 2022 Stabilization Installation Work for the Lake Bloomington Shoreline Stabilization Project through the Watershed Conservation Intergovernmental Agreement between the City of Bloomington, McLean County, the Town of Normal, and the McLean County Soil and Water Conservation District, in the amount of \$212,869, as requested by the Public Works Department. (Recommended Motion: The proposed Funding be approved.)

Item 8.F. Consideration and action to approve a Contract with Tanner Industries, Inc., for Anhydrous Ammonia (Bid #2021-21), in the amount of \$1,600 per ton, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.G. Consideration and action to approve a Contract with Linde, Inc., for Carbon Dioxide (Bid #2021-21), in the amount of \$88.52 per ton, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.H. Consideration and action to approve a Contract with Kemira Water Solutions, Inc., for Ferric Sulphate (Bid #2021-21), in the amount of \$249.00 per ton, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.I. Consideration and action to approve a Contract with Alexander Chemical, for Liquid Chlorine (Bid #2021-21), in the amount of \$442.80 per ton in the first year; \$456.40 per ton in the second year; and \$470.60 per ton in the third year, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.J. Consideration and action to approve a Contract with Carus LLC for Sodium Hexametaphosphate (Bid #2021-21), in the amount of \$1,900 per ton, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.K. Consideration and action to approve a Contract with Mississippi Lime Company for supply and delivery of granulated quicklime, in the amount of \$219.10 per ton in the first year, and liquid calcium hydroxide, in the amount of \$315.00 per ton in the first year, as a limited source, for water treatment purposes, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.L. Consideration and action to approve a Second Amendment to the Contract with Henson Disposal Inc. for bulk waste disposal for FY 2022, from May 1, 2021, to April 30, 2022, in the amount of \$56.00 per ton, as requested by the Public Works Department. (Recommended Motion: The Second Amendment to the Contract be approved.)

Item 8.M. Consideration and action to approve a Contract with CDM Smith Inc., for the Water Treatment Plant Pre-Design Study (RFQ#2021-06), in the amount of \$823,495, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.N. Consideration and action to approve an Agreement between the City of Bloomington and Evoqua Water Technologies LLC for supply and delivery of treatment chemicals, for a five-year period beginning May 1, 2021, and ending April 30, 2026, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.O. Consideration and action to approve a Professional Services Agreement with Clark Dietz, Inc., in the amount not to exceed \$536,000, for professional engineering services related to Locust Colton CSO Elimination and Water Main Replacement, Phase 4, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.P. Consideration and action to approve an Agreement with George Gildner, Inc., for the FY 2022 Street, Alley, and Sidewalk Maintenance Program (Bid #2021-26), in the amount of \$198,850, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.Q. Consideration and action to approve an Agreement with George Gildner, Inc., for the FY 2022 Utility Maintenance Program (Bid #2021-24), in the amount of

\$2,176,500, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.R. Consideration and action to approve an Agreement between the City of Bloomington and Environmental Systems Research Institute, Inc. (ESRI) in the amount of \$55,000 annually for a three-year period, for the purpose of Software Licensing and Related Services for the City's Geographic Information System (GIS), as requested by the Public Works Department and the Information Technology Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.S. Consideration and action to approve an Agreement with Bodine Electric of Decatur, for the FY 2022 Traffic Signal Maintenance Program (Bid #2021-25), in the amount of \$219,250, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.T. Consideration and action on a Resolution Approving the First Amendment to the Professional Services Contract Between the City of Bloomington and SCADAware, Inc., in the Amount of \$82,160, for the Purpose of Funding Additional Professional SCADA Maintenance Services Related to Sewer Lift Stations, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.U. Consideration and action on a Resolution to Authorize a Change Order in the Amount Not to Exceed \$10,300 for the Contract Between the City of Bloomington and WDM Architects to Update the Building Design Drawings and Specifications for the South American Exhibit at the Miller Park Zoo, as requested by the Parks, Recreation and Cultural Arts Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.V. Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving a Contract with Watson Furniture Group Inc., DBA Watson Consoles for the Replacement of the Communications Center Consoles, in the Amount of \$176,523.69, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.W. was removed from the Consent Agenda by Council Member Ward.

Item 8.X. Consideration and action on an Ordinance Approving a Legislative Site Plan Review and Variances for a New Restaurant and Retail Facility in the B-1 General Commercial District, for Property Located at 1514 W. Market Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.Y. was removed from the Consent Agenda by Council Member Boelen.

Item 8.Z. was removed from the Consent Agenda by Council Member Mwilambwe.

Item 8.AA. was removed from the Consent Agenda by Council Member Boelen.

Item 8.AB. Consideration and action to approve the Application of MBD BROS, LLC, d/b/a Iron Coyote Challenge Park, located at 4113 E. Oakland Ave., requesting a change in classification from a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) to a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Change in Liquor License Classification be approved.)

Item 8.AC. Consideration and action to approve the Application of Casper Brewing Company, LLC, d/b/a Casper Brewing Company, to be located at 3807 Ballybunion Rd., requesting a Class TBPS (Tavern, Beer and Wine Only, Package and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Item 8.AD. Consideration and action to approve a Lake Bloomington Lease Transfer and Supplemental Agreement for Lot 2 in Block 3 in Camp Kickapoo, from William A. Yoder, to the petitioners, William E. Morris and Melina M. Morris, as requested by the Public Works Department. (Recommended Motion: The proposed Lease Transfer and Supplemental Agreement be approved.)

Items Removed from the Consent Agenda

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

Item 8.W. 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 Carrillo, that the item be tabled to the April 26, 2021 Council meeting to allow further discussion on the use of funds.

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 Crabill:

Item 8.D. Consideration and action to approve Appointments and Reappointments to various Boards & Commissions, as requested by the Administration Department.

Council Member Crabill motioned, seconded by Council Member Carrillo, to reject the re-appointment of Surena Fish to the Public Safety and Community Relations Board ("PSCRB").

Council Member Crabill provided an overview of a discussion that took place at the August 2021 PSCRB meeting that focused on the review and selection of applicants for new members. He then read an excerpt from the meeting's minutes where Ms. Fish expressed her opinion to deny a specific candidate because they supported Black Lives Matter. Council Member Crabill disagreed and believed she should not be re-appointed to the PSCRB.

Council Member Bray disagreed with Council Member Crabill's comments. She believed that Ms. Fish frequently acted as a bridge to the community and strongly favored her re-appointment.

Mayor Renner provided additional information on historic events and potential miscommunications.

Council Member Mathy asked if Ms. Fish had made disparaging comments towards the candidate or Black Lives Matter or if Ms. Fish simply wanted PSCRB members to remain neutral. Council Member Crabill responded that he interpreted the comments to mean that Ms. Fish did not support the candidate because they supported Black Lives Matter. Council Member Mathy confirmed it was an interpretation of Ms. Fish's statements.

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

AYES: Emig, Carrillo, Crabill

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

Motion failed.

Council Member Boelen made a motion, seconded by Council Member Bray, that the proposed Appointments and Reappointments be approved as presented.

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

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

NAYES: Carrillo

Motion carried.

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

Item 8.Y. 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.

Council Member Boelen made a motion, seconded by Council Member Bray, to table the item to the April 26, 2021 Council meeting.

She expressed interest in additional Council discussion as she had received conflicting feedback from constituents.

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 pulled from the Consent Agenda by Council Member Boelen:

Item 8.AA. 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 Boelen made a motion, seconded by Council Member Bray, to table the item to the April 26, 2021 Council meeting.

She expressed interest in additional Council discussion as she had received conflicting feedback from constituents.

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 pulled from the Consent Agenda by Council Member Mwilambwe:

Item 8.Z. Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Located South of General Electric Road and West of Towanda Barnes Road, Approximately 3.11 Acres, in the Hawthorne Commercial Subdivision, from B-1 General Commercial District to R-3A Multiple-family Residential District (Tract 2, 3.11 Acres), as requested by the Economic & Community Development Department.

Council Member Mwilambwe provided brief history on the item, noting he had hoped the proposal would return to Council with an amendment to the original proposal. He stated that since the proposal was the same, he did not support the item.

Council Member Mwilambwe made a motion, seconded by Council Member Bray, to deny the application for a zoning amendment.

Council Member Crabill disagreed and pointed out that the Developer had participated in two public meetings addressing resident questions. He stated that other area developments had been unsuccessful, and that the proposed townhome development would not decrease property values. He noted that the development was a local minority-owned business and further expressed his support.

Council Member Bray disagreed with Council Member Crabill and mentioned the recent city-wide rezoning map amendment. She expressed concerns that the developer had requested a zoning classification that did not align with current zoning in the area. She further expressed her support to deny the zoning amendment.

Mayor Renner stated that Council should encourage developments that aligned with the Fair Housing Act.

Council Member Carrillo agreed with Mayor Renner and asked for clarification on the motion. Mayor Renner and Council Member Mwilambwe clarified the motion.

Council Member Emig pointed out that the Planning Commission had reviewed the item multiple times and had determined that the rezoning was appropriate.

Council Member Painter stated that surrounding residents were livid and noted that the proposed development was not affordable housing. Mayor Renner reiterated that the City as a whole could benefit from more affordable housing.

Council Member Boelen objected to comments insinuating she did not support affordable housing based on the fact that she denied the manufactured home park. Mayor Renner reiterated that the City as a whole would benefit from affordable housing.

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

AYES: Boelen, Mwilambwe, Painter, Bray

NAYES: Mathy, Emig, Carrillo, Ward, Crabill

Motion failed.

Council Member Mathy made a motion, seconded by Council Member Carrillo, to the proposed Ordinance be approved as presented.

Council Member Bray asked if the development was able to move forward if over zoned. Jeff Jurgens, Corporation Counsel, explained that once a property was re-zoned, any building type allowed in the zoning classification was permissible, including apartments.

Council Member Mwilambwe asked if Council could hold the developer to only building the proposed townhomes. Mr. Jurgens responded that the City could not restrict the development type once re-zoned. He stated that development plans would appear before Council for consideration at a later date.

Mayor Renner asked if there was reason to believe that apartments would be built instead of townhomes. Melissa Hon, Community Development Director, responded that, to her knowledge, the developer planned to build single family attached housing.

Council Member Crabill confirmed specific requirements of the requested zoning classification as well as the benefits with Mrs. Hon.

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

AYES: Mathy, Boelen, Emig, Carrillo, Ward, Crabill

NAYES: Mwilambwe, Painter, Bray

Motion carried.

Regular Agenda

The following item was presented:

Item 9.A. Consideration and action on the Adoption of the FY2022 Budget and Appropriation Ordinance, as requested by the Finance Department.

City Manager Tim Gleason provided a brief history on the budget review process noting how public the review had been. He stated that the City's operating budget was less than in previous years and highlighted that the \$60 million increase was for anticipated projects. He explained that, out of an abundance of caution, the portion of the budget where the City contributed \$45,000 to the McLean County Museum of History had been separated into a second item as Council Member Emig was on the Museum Board. He then asked Scott Rathbun, Finance Director, to address Council.

Mr. Rathbun recognized staff for their work on the Fiscal Year ("FY") 2022 budget and provided an overview of how the budget was prepared. He noted that while it was a record setting budget at \$252 million, it reflected the incorporation of planned infrastructure projects and not growth of the government. He compared the total budgets of FY2021 and FY2022 and went on to discuss FY2022 major tax revenue, general fund revenues and expenses, highlighting various line items. Mr. Rathbun reminded the community that the budget books included full details on City projects and mentioned where could be located. Mr. Rathbun stated that the Citywide budget for adoption, less \$45,000 for the McLean County Museum, totaled \$251,690,690.

Council Member Mwilambwe made a motion, seconded by Council Member Boelen, that the proposed Adoption of the FY2022 Budget and Appropriation Ordinance be approved.

Council Member Crabill and Mr. Rathbun discussed sales tax revenue from the local cannabis dispensary. Mr. Rathbun stated that the revenue was not reflected in the budget. Council Member Crabill commented to the transparency of the budget process and suggested additional efforts to involve the public.

Council Member Crabill made a motion, seconded by Council Member Carrillo, to amend the current motion to reduce Police Administration budget from \$21,172,423.34 to \$20,151,208.84.

Mayor Renner asked Mr. Jurgens for clarification on procedure. Mr. Jurgens explained Council should vote to amend the motion before voting on the amended motion.

Council Member Bray did not support amending the motion and noted the various efforts for budget transparency. She stated that the community discussion on Police Administration resulted positively and further expressed the need for police.

Mayor Renner agreed with Council Member Crabill's comment on the need to incorporate additional early public involvement on the budget.

Council Member Boelen also did not support amending the motion and reported that the Police Department was already understaffed, needing funded.

Council Member Mwilambwe did not support the amendment and expressed that there had been multiple chances for the community and Council to provide feedback.

Council Member Boelen called the question.

Council Member Crabill rejected the called question.

Council Member Crabill made a motion, seconded by Council Member Mathy, to extend discussion time by 10 minutes.

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

AYES: Mathy, Emig, Painter, Carrillo, Ward, Crabill

NAYES: Boelen, Mwilambwe, Bray

Motion carried.

Council Member Ward asked Council Member Crabill where he proposed to spend the surplus revenue. Council Member Crabill stated that it should return to the general fund.

Council Member Emig believed Council should commit to additional conversations surrounding police funding, but did not support amending the motion.

Council Member Painter also was not supportive of amending the motion and believed that Council Member Crabill had had multiple opportunities to address the Police Administration budget prior to the meeting.

A Point of Order was called by Council Member Carrillo.

Council Member Painter concluded her comments.

A Point of Order was called by Council Member Bray.

A Point of Order was called by Council Member Carrillo.

Mayor Renner did not recognize the point of orders since neither Council Member had

the floor.

Council Member Boelen agreed with Council Member Emig's comments.

City Clerk Leslie Yocum, restated the motion on the floor as:

Council Member Crabill made a motion, seconded by Council Member Carrillo, to amend the current motion to reduce Police Administration budget from \$21,172,423.34 to \$20,151,208.84.

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

AYES: Carrillo, Crabill

NAYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Ward, Bray

Motion failed.

Mayor Renner stated that Council would move to consider the original motion to approve the budget.

Council Member Boelen expressed that, historically, citizens had not taken the opportunity to participate in budget review.

Council Member Mathy thanked Mr. Rathbun and staff for the increased transparency and continuous detailed presentations throughout the budget process.

Council Member Carrillo did not support the current motion but, echoed the sentiments of Council Member Mathy.

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

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

NAYS: Carrillo

Motion carried.

The following item was presented:

Item 9.B. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022, related to the McLean County Museum of History, as requested by the Finance Department.

Council Member Emig recused herself at 7:21 p.m. as she was on the McLean County Museum of History Board.

Mr. Gleason asked Mr. Jurgens to address Council. Mr. Jurgens stated that the item had been removed from the prior budget consideration purely out of an abundance of caution.

Council Member Crabill made a motion, seconded by Council Member Bray, to the proposed FY2022 Budget Amendment be approved.

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

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

RECUSED: Emig

Motion carried.

Council Member Emig returned to the meeting at 7:23 p.m.

The following item was presented:

Item 9.C. Consideration and action on a Resolution Authorizing Entering into A Memorandum of Understanding with the Town of Normal, McLean County, Illinois State University and Illinois Wesleyan University to Support Innovation Throughout The Region, as requested by the Administration Department.

Council Member Mwilambwe recused himself at 7:23 p.m. as he was an employee of Illinois State University.

City Manager Gleason and Mr. Jurgens discussed the requirements for Illinois State University ("ISU") and Illinois Wesleyan University ("IWU") employees to recuse themselves. It was decided that Council Members could recuse on a case-by-case basis but, that Council Members may recuse out of an abundance of caution.

City Manager Gleason provided a brief background and then asked Billy Tyus, Deputy City Manager, to address Council. Mr. Tyus explained that the parties involved sought to implement innovative technologies to improve technology use to better serve the community. He explained that the Memorandum of Understanding ("MOU") did not commit funding nor commit the City to any specific projects. He noted Council Member Mathy's contribution to the item.

Council Member Mathy made a motion, seconded by Council Member Painter, to the proposed Resolution be approved.

Council Member Mathy thanked staff for their involvement and explained the importance of a collaborative working relationship towards better technology. He thanked each of the representatives from the various parties who continued to work on the item. He then explained that the group continued to work toward an application to Metrolab, which required an executed MOU with local government agencies and universities.

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

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

RECUSED: Mwilambwe

Motion carried.

The following item was presented:

Item 9.D. Consideration and action to approve the Purchase of one (1) Air Burners, Inc., Model S220 Refractory Walled Air Curtain Burner Machine, with associated accessories and training, from Air Burners, Inc. utilizing the GSA Contract (#47QMCA20D000C), in the amount of \$128,057.40, as requested by the Public Works Department.

City Manager Gleason explained that the presentation was a continuation of the past three presentations on bulk waste efficiencies. He then asked Kevin Kothe, Public Works Director, to address Council.

Mr. Kothe discussed the proposal to purchase and permit an air curtain burner for disposal of brush disposal. He highlighted the estimated initial cost (\$163,657) and the estimated annual operating cost (\$8,785) to operate the machine. He compared brush disposal expenses for the past five years, as well as the estimated annual savings with the

addition of an air burner. He described how an air burner operated and provided images that compared a traditional burn pile versus an air burner. He explained that the machine would require an Illinois Environmental Protection Agency ("IEPA") permit and concluded by describing the permit process.

Council Member Mathy expressed concern about trash that was mixed into the brush and staffing costs. He asked if all costs associated were factored into the estimated costs. Mr. Kothe explained that the City would use existing staff to operate the machine and how that factored into costs.

Council Member Emig asked for additional information on the effects of the environment. Mr. Kothe responded and explained how the machine was environmentally friendly and how the ash byproduct could be used by a local farm for fertilizer.

Council Member Boelen noted that there was an elementary school near the proposed location and asked if it was within the 1000-foot radius. She also expressed concerns about security of the machine. Mr. Kothe responded that the elementary school was not within the 10000-foot radius and that the machine would be within a fenced area.

Mayor Renner asked Mr. Kothe his confidence in the cost savings. Mr. Kothe responded that staff from multiple departments assessed the proposed cost savings.

Council Member Painter made a motion, seconded by Council Member Boelen, to the proposed Purchase 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.E. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, including an Ordinance Amending Ordinance 2020-18 to Modify Section 2(J) Regarding Water Shut Offs & Repayment Plans, as requested by the Legal Department.

City Manager Gleason explained that the amendment reflected a proposed gradual increase of Bloomington waters shutoffs. He stated the amendment also authorized the City Manager to issue an Executive Order for relaxed repayment terms to avoid water shutoffs as the number of past due accounts continued to grow. He noted that the City anticipated additional grant funds that could be used for additional relief. He mentioned concerns brought forward for relief for landlords who were jointly responsible for utility bills. He reported that the past due utility bills totaled \$1.2 million and reminded Council that utility bills pay for multiple area services. City Manager Gleason concluded with a list of various relaxed special repayment terms in light of the COVID-19 Pandemic.

Mayor Renner confirmed with City Manager Gleason that a portion of the anticipated federal grant funds could be used to cover utility expenses in the future.

Council Member Carrillo stated that poverty had been compounded with late fees and mentioned a suggestion by Council Member Mathy to use grant funds to zero out balances and the possibility to implement a debt forgiveness program. She expressed that she did not support the item at that time.

Council Member Bray supported the use of federal grant funds to assist residents.

Council Member Bray made a motion, seconded by Council Member Boelen, that the proposed Ordinance Amending Ordinance 2020-18 regarding Water Shutoffs & Repayment Plans be approved.

Council Member Crabill did not support water shutoffs at that time and preferred to wait for federal grant funding before action was taken.

Council Member Mathy reminded Council that they approved to suspend water shutoffs and late fees. He asked what deadline had been placed on them. Mr. Jurgens responded that the City originally stopped interest and penalties, which resumed in September 2020, due to the pandemic. The proposed item would permit the City to implement repayment plans where the late fees would be waived. Council Member Mathy asked if the intention was to create a plan for residents to get back on their feet. Mr. Gleason responded affirmatively and noted the multiple options of repayment plans provided additional flexibility. He stated that the anticipated federal funds could be used for utility billing. Council Member Mathy then asked when the City would receive the funds. City Manager Gleason responded that staff had not received a clear timeline. Council Member Mathy concluded that he did not support the item at that time.

Council Member Ward expressed interest in additional information and did not support the item at that time.

Council Member Boelen stated that residents could benefit from having a repayment plan in place but, believed that repayment enforcement was not critical at that time.

Council Member Mwilambwe asked for additional information on the terms of the repayment plan. City Manager Gleason re-read the proposed terms of the repayment plans. Council Member Mwilambwe and City Manager Gleason discussed a hypothetical scenario if a resident could not be reached.

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

AYES: Boelen, Mwilambwe, Painter, Bray

NAYS: Mathy, Emig, Carrillo, Ward, Crabill

Motion failed.

City Manager's Discussion

City Manager Gleason discussed multiple upcoming Downtown events. He then announced that, after a national search for a new Fire Chief, Interim Chief Eric West had been appointed as the new Fire Chief of Bloomington. He discussed the interview team and selection process. Chief Eric West thanked City Manager Gleason for the opportunity, and stated that he was determined to continue to maintain and improve the Fire Department.

City Manager Gleason moved on to celebrate that Realtor.com, a national organization, had recently ranked Bloomington #1 out of 800 communities for affordable housing for the 24-35 age group. He then recognized Deputy City Manager Billy Tyus who had recently been appointed to the Illinois City Manager Association Board of Directors.

Mayor's Discussion

Mayor Renner commented on the ranking by Realtor.com and noted that Bloomington was a role model for other communities. He congratulated Mayor Elect Mboka Mwilambwe and announced that the swearing-in ceremony would take place on May 1, 2021. He then congratulated Council Members Mathy and Ward on their re-election and the new Council Members on their election.

Council Member's Discussion

Council Member Boelen commented on a house fire at her neighbor's house and commended Bloomington firefighters for their quick and efficient work, as well as their compassion for the homeowner. She also noted correspondence from a constituent that named Eric Davidson, Firefighter Paramedic, and praised him for his kindness.

Council Member Mwilambwe expressed his belief that the comments made on social media by Council Member Carrillo were unbecoming of a Council Member. He expressed concern of the example being set for young community members. He pointed out that many other Council Members and community members had also expressed disapproval. He believed that if Council did not act, it suggested their approval. He asked staff to prepare a special meeting where Council could formally express their disapproval and also asked that staff to create a code of conduct for Council Members.

Mayor Renner discussed the options available for Council Member Mwilambwe to initiate his two requests.

Council Member Carrillo stated that she was comfortable with the example she had set for young members of the community and did not support a formal meeting.

Mayor Renner reminded Council that Council Member's Discussion was intended for announcements.

Council Member Bray congratulated the Mayor Elect and Council Members who would join the Council. She thanked those who ran and expressed appreciation for the new Fire Chief. She supported Council Member Mwilambwe's requests as did her constituents.

Executive Session

No Executive Session was held.

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 8:21 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Mohan, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: May 10, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$4,811,349.59, as requested by the Finance Department.

RECOMMENDED MOTION:

The proposed Bills and Payroll be approved.

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 \$4,811,349.59 (Payroll total \$2,554,820.78, Accounts Payable total \$1,919,351.92, and Bank Transfers total \$337,176.89).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

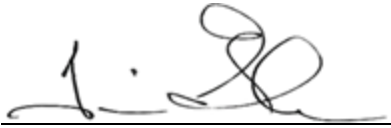

F. Scott Rathbun, Finance Director

5/5/2021


Tara Henry, Legislative Assistant

5/5/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
4/23/2021	\$ 1,992,091.12	\$ 562,729.66	\$ 2,554,820.78

Off Cycle Adjustments

PAYROLL TOTAL \$ 2,554,820.78

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
5/10/2021	AP General AP JMScott	\$ 1,722,067.71
5/10/2021	AP Comm Devel	\$ 27,057.62
5/10/2021	AP IHDA	\$ 206.00
5/10/2021	AP Library AP MFT	\$ 35,863.74
4/23/2021-5/05/2021	Out of Cycle	\$ 134,156.85
4/1/2021-4/26/2021	AP Bank Transfers	\$ 337,176.89
	AP TOTAL	\$ 2,256,528.81

PCARDS

Date Range

PCARD TOTAL \$ -

GRAND TOTAL \$ 4,811,349.59

Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: May 10, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

The proposed Agreement be approved.

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 Gildner, Inc., for the FY 2022 Sidewalk and Curb Ramp Replacement Program in the amount of \$1,104,235.34.

The Sidewalk and Curb Ramp Replacement Program (budgeted for FY22 at \$1,110,000.00) is the main vehicle under which the City builds and replaces public sidewalk and constructs/replaces ramps that lead from crosswalks to sidewalks. The program also contains the 50-50 cost-sharing program (budgeted for FY22 at \$60,000.00) under which property owners can partner with the City for expedited sidewalk repair.

The City will enter its sixth construction year since the Council passed the Sidewalk Master Plan on October 12, 2015. The plan set a goal of fixing substandard sidewalk citywide within 10 years. With Bloomington 50 percent of the way into this 10-year push, great progress made in the 2010s is tempered with the realization that sidewalk problems remain widespread. The City has spent \$4.3 million on sidewalk improvements over the last 5 years and plan to spend another \$5.6 million over the next 5. That's almost \$10 million to repair or replace local sidewalks and ramps, although we know that there will always be more need. Council funding has been vital in sustaining a path toward good public sidewalks that are accessible to all citizens, including those with disabilities.



The Public Works Department prepared the FY 2022 Sidewalk and Curb Ramp Replacement Program proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:00 PM Thursday, April 22, 2021, electronically via the City's e-Procurement Portal, ProcureNow. Staff received three (3) bids and opened them at 1:15 PM Thursday, April 22, 2021 via a Virtual Bid Opening. A \$50,000 local preference was applicable to this bid award but had no effect. All three bidders are local contractors.

Gildner is the lowest responsible bidder among three bids opened on April 22. The bids are calculated by quantity prices and total quantities for sidewalk work envisioned for the coming year. A full bid tabulation is included. The total bids are charted below.

Contractor	Bid Amount (Bid #2021-28)
Gildner, Inc.	\$1,104,235.34
JG Stewart Contractors	\$1,108,239.69
Stark Excavating	\$1,289,198.09

Public Works did not receive any other complete bids.

Note: The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete).

The substantial completion date for this project is in the bid documents as 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 project is a priority, because the repair of this infrastructure provides safe walking routes for the citizens of Bloomington.

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: The Request for Bids was advertised in *The Pantagraph* on April 5, 2021.

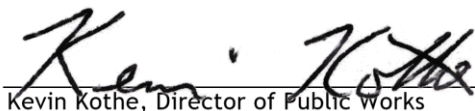
FINANCIAL IMPACT: If approved, the awarded amount of \$1,104,235.34 will be paid from the Capital Improvement (Asphalt & Concrete) Fund-Sidewalk account (40120200-72560). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 64, 66, 168, 208, and 211.

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: Steven Law, Civil Engineer II

Reviewed by:


Kevin Kothe, Director of Public Works

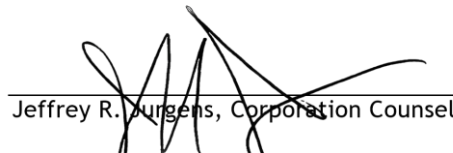
4/26/2021


Carla Murillo, Procurement Manager

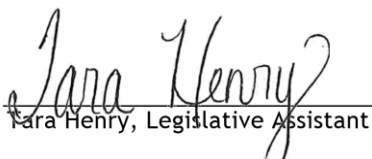
4/27/2021


Chris Tomerlin, Budget Manager

4/27/2021


Jeffrey R. Jurgens, Corporation Counsel

5/3/2021


Tara Henry, Legislative Assistant

5/5/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 3B Agreement FY22 Sidewalk and Curb Ramp Replacement Program Agreement 05102021_Redacted
- PW 3C Bid Tabulation FY22 Sidewalk and Curb Ramp Replacement Program Agreement 05102021

AGREEMENT

THIS AGREEMENT, Made and entered into this **10th Day of May, 2021**, by and between, **Gildner, 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 **April 5, 2021**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2022 SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **April 22, 2021** submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2022 SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM** 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 being the lowest responsible bidder 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 SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM** 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 **\$1,104,235.34** 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 within 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 hereto 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

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)

[Redacted Signature]

President

**George Gildner, Inc.
2031 Ireland Grove Road
PO Box 846
Bloomington, IL 61702-0846**

FY 2022 SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM
PROJECT NO. 50-13-53002-22-00
Bid No. 2021-28

BID TABULATION

PREPARED BY : _____ S. LAW
DATE : 4/23/2021

(For complete information covering these items, see plans and specifications)

				ENGINEER ESTIMATE	Gildner, Inc.		JG Stewart Contractors	Stark Excavating			
#	DESCRIPTION	UNITS	TOTAL QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	52,537	\$7.45	\$391,400.65	\$7.56	\$397,179.72	\$7.55	\$396,654.35	\$8.20	\$430,803.40
42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	11,082	\$8.02	\$88,877.64	\$8.14	\$90,207.48	\$8.45	\$93,642.90	\$9.90	\$109,711.80
42400410	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	515	\$9.06	\$4,665.90	\$8.75	\$4,506.25	\$9.05	\$4,660.75	\$11.20	\$5,768.00
44000600	SIDEWALK REMOVAL	SQ FT	75,563	\$2.48	\$187,396.24	\$2.00	\$151,126.00	\$2.29	\$173,039.27	\$3.00	\$226,689.00
60255500	MANHOLES TO BE ADJUSTED	EA	1	\$434.70	\$434.70	\$320.00	\$320.00	\$250.00	\$250.00	\$525.00	\$525.00
60260100	INLETS TO BE ADJUSTED	EA	31	\$434.70	\$13,475.70	\$300.00	\$9,300.00	\$400.00	\$12,400.00	\$525.00	\$16,275.00
60404300	FRAMES AND GRATES, TYPE 3	EA	3	\$556.83	\$1,670.49	\$600.00	\$1,800.00	\$600.00	\$1,800.00	\$900.00	\$2,700.00
60500060	REMOVING INLETS	EA	1	\$465.75	\$465.75	\$400.00	\$400.00	\$350.00	\$350.00	\$440.00	\$440.00
X4400500	COMBINATION CURB AND GUTTER REMOVAL (SPECIAL)	LF	2,381	\$8.28	\$19,714.68	\$10.00	\$23,810.00	\$8.40	\$20,000.40	\$12.50	\$29,762.50
X4420201	PAVEMENT PATCHING (SPECIAL)	SQ YD	5	\$75.56	\$377.80	\$110.00	\$550.00	\$76.50	\$382.50	\$280.00	\$1,400.00
X6020076	INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	EA	8	\$1,914.75	\$15,318.00	\$1,900.00	\$15,200.00	\$2,100.00	\$16,800.00	\$3,200.00	\$25,600.00
BLM00001	EARTH EXCAVATION, SPECIAL	SQ FT	2,190	\$3.78	\$8,278.20	\$1.00	\$2,190.00	\$1.90	\$4,161.00	\$2.10	\$4,599.00
BLM00002	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	SQ FT	83	\$5.23	\$434.09	\$4.00	\$332.00	\$5.30	\$439.90	\$27.90	\$2,315.70
BLM00003	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	SQ FT	1,778	\$3.16	\$5,618.48	\$2.00	\$3,556.00	\$2.25	\$4,000.50	\$1.90	\$3,378.20
BLM00004	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 4"	SQ FT	100	\$7.61	\$761.00	\$8.56	\$856.00	\$7.90	\$790.00	\$10.70	\$1,070.00
BLM00005	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 6"	SQ FT	100	\$8.12	\$812.00	\$9.14	\$914.00	\$8.75	\$875.00	\$12.60	\$1,260.00
BLM00006	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 8"	SQ FT	265	\$9.16	\$2,427.40	\$8.85	\$2,345.25	\$9.29	\$2,459.20	\$13.20	\$3,498.00
BLM00007	PORTLAND CEMENT CONCRETE RAMPS	SQ FT	11,284	\$15.16	\$171,065.44	\$19.00	\$214,396.00	\$15.37	\$173,435.08	\$12.80	\$144,435.20
BLM00008	HIGH EARLY-STRENGTH PORTLAND CEMENT CONCRETE RAMPS	SQ FT	10	\$15.58	\$155.80	\$21.00	\$210.00	\$15.79	\$157.90	\$20.00	\$200.00
BLM00009	DETECTABLE WARNINGS, CAST IN PLACE	SQ FT	1,760	\$25.62	\$45,091.20	\$25.00	\$44,000.00	\$25.76	\$45,337.60	\$21.40	\$37,664.00
BLM00010	DETECTABLE WARNINGS, BOLT DOWN	SQ FT	8	\$37.21	\$297.68	\$35.00	\$280.00	\$37.71	\$301.68	\$34.60	\$276.80
BLM00011	MONOLITHIC CURB, SPECIAL	LF	20	\$20.70	\$414.00	\$35.00	\$700.00	\$20.98	\$419.60	\$15.80	\$316.00
BLM00012	PAVEMENT REMOVAL, SPECIAL	SQ FT	315	\$2.54	\$800.10	\$3.00	\$945.00	\$2.57	\$809.55	\$4.10	\$1,291.50
BLM00013	PARTIAL CURB REMOVAL (BY SAW CUTTING)	LF	5	\$24.84	\$124.20	\$80.00	\$400.00	\$25.18	\$125.90	\$74.50	FALSE
BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	IN-FT	59.63	\$33.12	\$1,974.95	\$28.00	\$1,669.64	\$33.50	\$1,997.61	\$48.40	\$2,886.09
BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	SQ FT	3,190	\$1.35	\$4,306.50	\$1.00	\$3,190.00	\$1.30	\$4,147.00	\$1.60	\$5,104.00
BLM00016	DRAIN TILE STUB, SPECIAL	EA	1	\$879.75	\$879.75	\$650.00	\$650.00	\$900.00	\$900.00	\$980.00	\$980.00
BLM00017	FRAMES AND GRATES, TYPE 50	EA	1	\$582.71	\$582.71	\$620.00	\$620.00	\$600.00	\$600.00	\$965.00	\$965.00
BLM00018	COMBINATION CONCRETE CURB AND GUTTER (SPECIAL)	LF	2,381	\$44.51	\$105,978.31	\$42.00	\$100,002.00	\$46.00	\$109,526.00	\$64.40	\$153,336.40
BLM00019	BARRIER YARD CURB, SPECIAL	LF	340	\$52.27	\$17,771.80	\$42.00	\$14,280.00	\$53.00	\$18,020.00	\$75.60	\$25,704.00
BLM00020	RETAINING WALL, SPECIAL	LF	10	\$84.61	\$846.10	\$120.00	\$1,200.00	\$85.75	\$857.50	\$206.00	\$2,060.00
BLM00021	PLANTER RETAINING WALL (SPECIAL)	LF	30	\$51.75	\$1,552.50	\$70.00	\$2,100.00	\$52.45	\$1,573.50	\$93.70	\$2,811.00
BLM00022	TRAFFIC CONTROL AND PROTECTION, MAJOR STREET	EA	15	\$1,138.50	\$17,077.50	\$1,000.00	\$15,000.00	\$1,155.00	\$17,325.00	\$3,000.00	\$45,000.00
				TOTAL	\$1,111,047.26	TOTAL	\$1,104,235.34	TOTAL	\$1,108,239.69	TOTAL	\$1,288,825.59



CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: May 10, 2021

SPONSOR: City Clerk Department and Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Ticketmaster for Ticketing at the Grossinger Motors Arena and the Bloomington Center for the Performing Arts, as requested by the City Clerk Department and the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION:

The proposed Contract be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
- Objective 2e. Investing in the City's future through a realistic, funded capital improvement program
- Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: Grossinger Motors Arena ("Arena") came under City management in June of 2020 and has not held ticketed events since March of 2020 due to the Covid-19 Pandemic. The prior management company, VenuWorks, had a contract with Ticketmaster for ticketing events held at the Arena. The Bloomington Center for the Performing Arts ("BCPA") has been under City management since 2000. Ticketing at the BCPA has been managed through a contract with Choice Ticketing.

Now that both venues are under full-time management by City staff, the most efficient and cost-effective measure is to handle all event ticketing through one company. Due to its size, scale, history and knowledge of the Arena, and extremely competitive pricing, a new agreement with Ticketmaster has been negotiated to replace the now terminated VenuWorks' Ticketmaster agreement and the City's Choice Ticketing agreement. Not only will this new Ticketmaster contract, if approved, streamline processes, it will elevate ticketing and maximize marketing efforts across both venues. The Contract Administration Division of the City Clerk Department hereby recommends approval of a five-year contract with Ticketmaster.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This contract is ultimately a zero-dollar contract, meaning that all fees paid to Ticketmaster will be paid out of income generated through outside ticket sales and not out of City funds.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Josh Austin, Contract Administrator

Reviewed by:



Leslie Yocum, City Clerk

5/5/2021



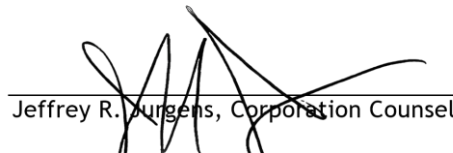
Carla Murillo, Procurement Manager

5/6/2021



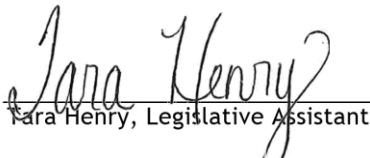
Chris Tomerlin, Budget Manager

5/6/2021



Jeffrey R. Jurgens, Corporation Counsel

5/6/2021



Tara Henry, Legislative Assistant

5/6/2021

Recommended by:



Tim Gleason, City Manager

Tim Gleason, City Manager

Attachments:

- CLK 3B Licensed User Agreement with Ticketmaster

LICENSED USER AGREEMENT

THIS LICENSED USER AGREEMENT ("Agreement") is entered into as of May __ 2021, and is made effective as of December 1, 2020 ("Effective Date"), by and between Ticketmaster L.L.C., a Virginia limited liability company ("Ticketmaster"), and the City of Bloomington, Illinois, an Illinois municipality ("Principal"). This Agreement consists of this Licensed User Agreement, and any Exhibits attached hereto which are incorporated herein by this reference. The meanings of all capitalized terms used in this Agreement are set forth in Section 16 hereof. In consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. **TERM:** The initial term of this Agreement shall begin on the Effective Date and shall continue through the fifth (5th) anniversary thereof (the "Term"). Thereafter, the Term of this Agreement may be renewed for successive three (3) year periods upon written notice and agreement of both parties, not less than thirty (30) days prior to the end of the initial Term or the then current renewal period. Each twelve (12) month period commencing on December 1 and continuing through the following November 30 shall be a "Contract Year" as such term is used herein.

2. **TICKET SALES RIGHTS; EXCLUSIVITY:**

(a) **Grant of Rights:** Principal hereby grants to Ticketmaster, and Ticketmaster accepts from Principal, the right during the Term of this Agreement, to be the exclusive seller, as Principal's agent, solely as it relates to Ticket Sales, of all Tickets for the Sellable Capacity for every Attraction via any and all means and methods, including on the Internet, by telephone, computer, IVR, outlets, television, clubs, auctions, VIP packages, presales, upsells, or by any other means of distribution, whether existing now or at any time in the future. Principal shall ensure that the entire Sellable Capacity for every Attraction shall be made available for distribution on the TM System.

(b) **Sales by Principal:** Subject to the terms of this Section 2, Principal retains the right to: (i) sell Tickets from the Facility Box Office to persons physically present or calling into the Facility Box Offices; (ii) sell Season/Contract Tickets; (iii) conduct Group Sales of Tickets; and (iv) provide a reasonable number of House Seats for any Attraction.

(c) **No Third Party Systems or Services:** Principal shall not directly or indirectly use, sponsor, promote, advertise, authorize or permit the use of any third party that promotes, engages in or facilitates the sale, resale or issuance of tickets.

(d) **No Minimum Sales:** It is agreed and understood that neither Ticketmaster nor Principal guarantees or will guarantee that any minimum or fixed number of Tickets will be sold through the TM System for any Attraction.

(e) **Acknowledgement by Principal:** Principal acknowledges that Ticketmaster acts as the agent of certain third parties that may be a direct or indirect competitor of Principal. Principal also acknowledges that Ticketmaster has entered and may in the future (including during the Term of this Agreement) enter into new business relationships with other third parties, including those in the entertainment and sports industry, such as performers who

perform at the Facilities, for a variety of services. Principal further acknowledges that any such sales or services or solicitations to provide such sales or services as contemplated under this subsection do not compete with Principal or conflict with this Agreement or Ticketmaster's rights, duties or obligations under this Agreement.

3. **COMPENSATION:**

(a) **Ticketmaster Charges and Fees:** In consideration for Ticketmaster's services provided hereunder as an agent of Principal, Ticketmaster shall be entitled to assess and receive charges and fees in the amounts set forth on Exhibit A, all of which charges and fees shall be assessed against consumers, except for Inside Charges, which shall be assessed against Principal. In the event applicable law prohibits the assessment of such fees against consumers, Ticketmaster and Principal shall agree on alternative means for compensating Ticketmaster for its services in amounts reasonably comparable to those set forth in this Agreement, and as permitted by applicable law. Ticketmaster understands further that Principal is a municipality and that through its community service centric business shall ask at a reasonable number of times throughout any Contract Year to use Ticketmaster services and ticketing solely for the sale of Tickets online and from the Facility Box Office at no cost for certain not-for-profit charity events, school district performances, community service events, etc. ("Exempt Events"). Ticketmaster, as a partner also focused on community service, agrees to respond to said requests for Principal to sell Tickets to such Exempt Events online or from the Facility Box Office in a timely fashion and with reasonable consideration, it being acknowledged and agreed by Principal that any sale of Tickets to Exempt Attractions using Ticketmaster distribution channels shall be subject to the fee terms of this Agreement, unless otherwise mutually agreed upon by the parties in writing.

(b) **Payment Processing Fees:**

(i) **Sales by Ticketmaster:** With respect to Tickets purchased from Ticketmaster with credit cards, debit cards, gift cards or any other methods of payment, the payment authorization and processing fees ("Payment Processing Fees") shall be passed on to Principal at the rates set forth on Exhibit A, which percentage rates shall be deducted by Ticketmaster from the Ticket sales proceeds, or, at Principal's option, upon notice to Ticketmaster, the Convenience Charge may be adjusted to include Principal's portion of such Payment Processing Fees, provided that the Convenience Charge will be rounded up to the nearest \$0.05.

(ii) **Principal Sales Using TM Charge:** In connection with Principal's sales of Tickets utilizing electronic payments and authorized via TM Charge using either Visa or MasterCard, Ticketmaster's credit card processor ("Processor") shall deduct the merchant fees in an amount set forth on Exhibit A for transactions processed on a daily basis. The fees charged to Principal for use of TM Charge are subject to increases equal to any actual increases in Ticketmaster's Processor fees. Principal will also be responsible for other amounts actually charged to Ticketmaster (if any) by a Processor for processing Principal's transactions, including, without limitation, chargebacks. In the event that Principal desires to process any credit or debit cards other than Visa or MasterCard utilizing TM Charge, then the fees for such service shall be mutually agreed upon by Principal and such credit card companies, and Principal shall enter into its own merchant agreement with such credit card companies.

4. **LICENSE AND USE OF HARDWARE AND SOFTWARE:**

(a) **License:** Ticketmaster hereby grants Principal a non-exclusive, non-transferable license to use the Hardware and Software (collectively, the "License") in exchange for the fees set forth herein.

(b) **Use:** The Hardware and Software and all related materials may only be used by Principal in connection with the Attractions and only with systems used, operated and owned by Ticketmaster, and only for the purposes stated in this Agreement, and may not be utilized by or in connection with services, software, hardware or systems provided or supplied by any third party. Principal shall use the Hardware and Software in a careful and proper manner and shall comply with and conform to all federal, state, county, municipal and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Hardware and Software including, but not limited to, federal, state or other laws applicable to commercial emails. Except as otherwise provided in the immediately preceding sentence, Principal hereby agrees: (i) not to permit copying or reproduction of the Hardware or Software in any manner, including without limitation, use in a sharing arrangement or transmission over the Internet or over e-mail and similar electronic transmission; (ii) not to disassemble, re-manufacture, repair, re-configure, enhance, upgrade, modify, translate, adapt, create derivative works from or of, decompile or reverse engineer the Software in any way nor merge them into any other program for any purpose; (iii) not to transfer, license or sub-license, assign, rent, sell, grant, publish, disclose, display, dispose of or otherwise make available the Software, or any rights therein or copies or derivatives thereof, including other templates or working systems; (iv) not to delete, remove, change or otherwise alter any trademarks, copyright notices or other proprietary marks in or on the Hardware or Software, or any copies, modifications or partial copies thereof; and (v) not to "hack," or attempt to "hack," any of the Software, the servers on which the Software is hosted or any other portion of the Ticketmaster network, or otherwise attempt to circumvent, or navigate outside of, the borders of such Software servers in any manner whatsoever.

(c) **Passwords:** Principal agrees that use of the TM System by Principal shall be restricted to Principal's personnel having passwords in the event that Ticketmaster assigns such passwords. Such passwords shall not be transferable without the written permission of Ticketmaster, which permission shall not be unreasonably delayed or withheld. Upon Ticketmaster's reasonable request, Principal (i) shall identify, as the case may be, the users (by name, position and site address), who use or view the TM System or from where the TM System is used, and (ii) where available shall provide Ticketmaster access to any applicable databases which records access the TM System.

(d) **TM Charge:**

(i) **Use and Operation of TM Charge:** Ticketmaster shall transmit data relating to Ticket sales made by Principal using TM Charge to Ticketmaster's credit card processor, provided Ticketmaster has received Principal's merchant number(s) and other necessary information for Ticketmaster to use for the transmission of sales data. Principal shall be responsible for promptly notifying Ticketmaster and Processor, if applicable, of any changes to the information provided pursuant to this Section. Processor will then transmit such data to the applicable credit card company for payment to Principal, subject to Principal having entered into the applicable Principal Processor Agreements (as further described below). Ticketmaster shall use its best efforts to ensure the accuracy of information transferred from the Processor via TM Charge, but Ticketmaster does not guarantee the accuracy and timeliness of such information. Principal shall comply with all applicable credit card association or company guidelines (e.g.

swiping all retail transactions and using customer address information for all non-face-to-face transactions). Ticketmaster shall provide Principal with daily transaction reports regarding authorized and settled transactions. Principal shall review, on a regular basis, all reports provided to Principal by Ticketmaster. Principal also agrees that, for operational and monitoring purposes, the Processor may provide Ticketmaster with processing and settlement reports related to sales of Tickets using TM Charge.

(ii) Effect of Termination of Ticketmaster's Processor Agreement: Ticketmaster has entered into an agreement with the Processor (the "Processor Agreement"), and Principal understands that Principal must enter into its own agreement with such Processor (the "Principal Processor Agreement") should Principal decide to utilize TM Charge after the date of this Agreement. The Principal Processor Agreement shall provide that if the related Processor Agreement expires or terminates, then the Principal Processor Agreement shall also expire or terminate without any early termination penalties or charges. In order to facilitate streamlined credit card authorization processing for Ticketmaster and its clients, Ticketmaster continues to seek to maintain relationships with superior processors throughout the Term of this Agreement. In the event that Ticketmaster elects to use a different Processor, Principal shall also have the option to enter into an agreement with such new Processor if Principal desires to continue utilizing TM Charge, it being acknowledged and agreed by Principal, however, that use of certain Software (e.g., AccountManager) may require utilization of TM Charge.

(e) TM+: Ticketmaster shall enable its proprietary, integrated primary and secondary market ticket inventory platform and technology on the TM.com Website, which platform and technology shall enable consumers searching for Tickets to an Attraction to simultaneously view Tickets available for initial sale directly by Principal pursuant to the Agreement, in addition to Tickets available for resale from other consumers (collectively, "TM+"), in accordance with the terms and conditions set forth on Exhibit C attached hereto.

(f) Platinum Tickets and VIP Packages: The terms and conditions set forth in Exhibit D attached hereto shall apply in connection with the sale of Platinum Tickets and VIP Packages.

5. INSTALLATION AND SET-UP:

(a) Infrastructure and Installation: Ticketmaster will install the Hardware furnished by Ticketmaster, and provide Principal with access to the Software. Principal will provide (i) a redundant connectivity solution between each Facility and Ticketmaster's central computer facility for interfacing that satisfies Ticketmaster's minimum system requirements, and (ii) unless otherwise agreed to between the parties, any type of equipment and technology necessary to assist Ticketmaster in completing the installation of such Hardware or Software. Should issues arise, Ticketmaster agrees to assist Principal in addressing any external or internal wiring or cabling (e.g., electrical, data lines, etc.) that may be necessary for installation, operation or for proper functioning of the TM System at the Facilities; provided, Principal acknowledges it is solely responsible for providing such internal wiring or cabling.

(b) Attraction Set-Up: In order to effectively utilize Ticketmaster's distribution technologies, within a reasonable time before (but in no event less than the time period described below) the scheduled on-sale date of Tickets for each Attraction (the "On-Sale Date"), Principal shall furnish Ticketmaster with all necessary information with respect to the Attraction, including,

without limitation, seating layout of the Facilities, Ticket structure, discounts permissible, Attraction Taxes, any information necessary to calculate Attraction Taxes, if applicable, Ticket header information, logos, entry information, vision and hearing information, wheelchair and other accessible seating information and such other information as is necessary for the proper sale of Tickets (collectively, the "Set-Up Information"). The parties intend that all accessible seating Tickets that are available for sale to persons desiring accessible seating shall be made available for sale on the TM System and such accessible seating Tickets shall not be released into the general pool of Tickets that are available for sale until forty-eight (48) hours before an Attraction. Principal must provide the Set-Up Information to Ticketmaster at least five (5) business days prior to the On-Sale Date for new Attractions that do not utilize seating charts then existing in the TM System and at least three (3) business days prior to the On-Sale Date for new Attractions that utilize seating charts then existing in the TM System. Ticketmaster shall have no responsibility and Principal shall indemnify and hold Ticketmaster harmless from and against any and all liabilities, claims, expenses (including court costs and reasonable attorneys' fees) and causes of action resulting from the inaccuracy of any Set-Up Information furnished by Principal pursuant hereto.

(c) **Facility Box Office Will-Call Services:** At all times during the Term of this Agreement, Principal shall maintain designated Facility Box Office locations for the pick-up of Tickets purchased through Ticketmaster distribution channels. Each pick-up location shall be open during normal hours of operation of each Facility Box Office. Principal shall notify Ticketmaster of Principal's will-call capabilities and will-call Facility Box Office hours. Principal shall verify the identity of each person picking up Tickets at will-call via a valid photo identification (government issued). Principal shall not release Tickets to any customer whose identity has not been so verified.

(d) **Supplies:** Principal shall be responsible for maintaining adequate nondurable operational supplies used at each Facility in connection with the operation of the Hardware and Software to assure continuous operations at each Facility.

(e) **Ticket Stock:** Principal shall be responsible for the security of Ticket stock in its possession, and the risk of loss of Ticket stock shall shift to Principal upon the delivery thereof to Principal or Principal's authorized representative, agent or employee.

6. **MAINTENANCE AND SUPPORT:**

(a) **Hardware and Software Maintenance and Support:** Ticketmaster shall provide ordinary and routine maintenance and repair services and adequate support of the Hardware and Software at each Facility to meet the reasonably anticipated service needs of Principal from time to time at no additional charge, provided that such maintenance, repair or support is not necessitated by the negligence or willful misconduct of Principal, its employees, agents or representatives. Support services will be provided, on a return call basis, during Ticketmaster's normal business hours by personnel qualified to answer telephone inquiries by Principal seeking advice on questions and problems. Non-emergency calls made at the end of the day, which require support services that would keep staff beyond normal working hours, will be deferred to the following business day. Support will be provided for off-hour critical system emergencies.

(b) **Training of Principal's Employees:** Principal shall staff each Facility Box

Office with its employees for the operation of the TM System for Ticket sales made through each Facility. Ticketmaster shall train, at its expense, Principal's employees who shall be reasonably necessary for the initial staffing of each Facility Box Office and for initial operation of the TM System for single ticket sales at each Facility. Ticketmaster shall also provide additional training at its cost to other employees of Principal to the extent such training is necessary as a consequence of changes initiated by Ticketmaster or changes in Ticketmaster's method of operation. To the extent of any change in personnel by Principal in connection with each Facility Box Office sales requiring additional training beyond that initially contemplated hereunder, Principal shall have the option for Ticketmaster to train personnel and shall pay expenses (including any and all reasonable travel expenses) of Ticketmaster completing said training should Principal decide to engage Ticketmaster for training.

(c) **Notification by Principal:** In the event of any breakdown or malfunction in the operation of any of the Hardware or Software, or difficulties encountered in connection with access to any of the Software, Principal agrees to promptly notify Ticketmaster of any such breakdown, malfunction or difficulty to assist Ticketmaster in performing its obligations hereunder.

(d) **Access to Principal's Equipment and Data:** Principal shall permit Ticketmaster, at Ticketmaster's discretion and upon reasonable written notice, the right at a reasonable time to inspect Principal's pertinent sites and equipment (including any existing LAN or other network user monitor device) for the purpose of determining compliance with the terms of the License granted hereunder. In order to correctly diagnose faults in the equipment and data related to the Software and Hardware, Principal will provide Ticketmaster on-demand or scheduled remote access to Principal's installation, pertinent sites, equipment (including any existing LAN or other network user monitor device) and user data through PC Anywhere. Principal acknowledges that failure to provide such access may prohibit effective action by Ticketmaster and render Ticketmaster unable to proceed or perform its obligations in such circumstances. Principal shall have full power, discretion, and authority over this access and may choose to monitor said access if and when granted.

7. ADVERTISING:

(a) **Advertising on Tickets Fulfilled at Facility Box Offices:** For tickets fulfilled by Principal at a Facility Box Office, Principal shall either (i) provide, or pay Ticketmaster to provide, its own blank custom ticket stock and ticket envelopes in which case Principal shall have the right to sell advertising on such ticket stock and ticket envelopes or (ii) have Ticketmaster provide Ticketmaster's standard ticket stock and ticket envelopes in which case Ticketmaster shall have the right to sell advertising on such ticket stock and ticket envelopes.

(b) **Ticketmaster Advertisements:** Principal hereby grants to Ticketmaster the right to advertise, in any medium determined by Ticketmaster, including on the TM.com Website or affiliated websites, Attractions and the availability of Tickets at Facility Box Offices, and via Ticketmaster distribution channels, and the availability of the Software and, in connection therewith, to use the name and logo of Principal, the Attraction, the Facilities and all other information respecting the Attractions, subject to Principal's approval as to such use; provided, once one such use is approved by Principal (e.g., publication of Principal's logo on the TM.com Website pages featuring Principal's Attractions), any substantially similar use shall not require re-approval.

(c) **Principal Advertisements:** Principal may, during the Term hereof, provide and place advertisements in any form of media which Principal shall desire to promote the availability of Tickets, the TM.com Website and the Attractions (except on websites or other media operated by, or on behalf of, third parties that promote, engage in or facilitate the sale, resale or issuance of tickets); provided, however, that in the event Principal shall place any such advertisements, it shall use its best efforts to cause Ticketmaster's name, logos and if the advertisement relates to the availability of Tickets, the applicable TM.com Website address to be displayed in the advertisement. Principal shall cause Principal's Website to deeplink to specified web page(s) within the applicable TM.com Website where ticket purchasers can begin the process of purchasing Tickets to Attractions. Principal agrees to promote the availability of Tickets on the TM.com Website by including, at a minimum, one "above-the-fold" graphic Ticketmaster branded link to the TM.com Website on each web page featuring one or more of the Attractions on Principal's Website. Such link will include the TM.com Website graphic logo and a call to action such as "buy tickets."

(d) **Ticketmaster Client Style Guide:** The look and feel of any and all links from Principal's Website to the Interface Page or the applicable TM.com Website are subject to Ticketmaster's prior approval. In connection with any use of Ticketmaster's logos and branding by Principal, Principal shall comply with all terms and conditions of Ticketmaster's Client Style Guide, which is available to Principal through the TM1 client portal.

(e) **Advertising Revenue:** Ticketmaster and Principal shall separately receive and retain their respective income derived from advertising which each is entitled to sell under subsections (a), (b) and (c) above.

8. **ACCOUNTING PROCEDURES:**

(a) **Payments by Ticketmaster:** Principal hereby authorizes Ticketmaster and the financial institution indicated below ("Bank") to deposit all settlement funds payable to Principal hereunder in the account listed below ("Principal's Account"):

Financial Institution (Name of Bank): [REDACTED]

Account Type: [REDACTED]

Account Number: [REDACTED]

Bank ACH Transfer Number [REDACTED]

Branch Address: _____

Branch Phone Number: _____

Ticketmaster shall collect all Ticket Receipts derived from Ticket sales made by Ticketmaster and shall initiate payment of Ticket Receipts to which Principal is entitled on Friday of each week with each weekly payment to be on account of TM System Ticket sales made for Attractions by Ticketmaster during Monday through Sunday of the week preceding such payment date. Initiation of the settlement payment via direct deposit shall constitute full performance by Ticketmaster of its obligation to make such settlement payment to Principal or to any person whatsoever. If funds to which Principal is not entitled are deposited into Principal's Account, Principal authorizes Ticketmaster to direct the Bank to return said funds. Principal hereby releases Ticketmaster from liability for delays or errors beyond Ticketmaster's reasonable control, including but not limited to

any errors resulting from any inaccurate or outdated Account information provided by Principal or bank processing delays, or for any related damages. Principal acknowledges and agrees that direct deposit of such funds may require up to two (2) business days for Bank processing. In the event of an error, Principal also authorizes the initiation of a debit to Principal's Account to correct the error. Each weekly settlement payment shall be accompanied by a written accounting. Principal shall designate an email address (set forth below its signature line of this Agreement) for delivery of such accounting and information regarding Attractions and Ticket sales, and shall promptly notify Ticketmaster of any changes to such email address. The direct deposit authorization provided herein shall remain in full force and effect until Ticketmaster has received written notification from Principal of its termination in such time and such manner as to afford Ticketmaster a reasonable opportunity to act upon it.

(b) **Cancelled Attractions; Refunds:** In the event that any Attraction for which Ticketmaster sold Tickets is cancelled, postponed, or modified (e.g., substitute acts) for any reason (each, a "Cancelled Attraction"), the Account Balance shall be held and made available for distribution by Ticketmaster to Ticket purchasers entitled to refunds for Tickets for Cancelled Attractions purchased from Ticketmaster. For purposes of this Agreement, the term "Account Balance" shall mean the amount of funds held at any time by Ticketmaster on account of Ticket sales for all Attractions, less the amount of Ticket sales proceeds which Ticketmaster is entitled to retain hereunder. Principal authorizes Ticketmaster to refund the Ticket price at the original point of purchase (e.g., by Internet Sales) in such manner (e.g. by crediting the consumer's credit card) and at such time (e.g. before or after the scheduled date of the performance of such Attraction) as Ticketmaster, in its sole discretion, determines and to exchange Tickets pursuant to any exchange policy that may be adopted by Ticketmaster. It is agreed and understood that Ticketmaster is the Ticket selling agent of Principal and therefore Ticketmaster's agreement to make any refunds as the Ticket selling agent of Principal is subject and limited to Ticketmaster holding or receiving from Principal the full amount of funds necessary to make refunds to all Ticket purchasers properly entitled to a refund. Principal and Ticketmaster agree that Ticketmaster shall be entitled to retain the Ticketmaster fees assessable with respect to the initial sale of Tickets to Cancelled Attractions. Principal shall be responsible for all refunds and exchanges of Tickets initially purchased from a Facility Box Office.

(c) **Chargebacks:** Ticketmaster reserves the right to deduct from Principal's settlement, portions of any Chargebacks that Ticketmaster is assessed by its merchant bank related to the Face Value, Processing Fee, Payment Processing Fees and any other amounts due from Ticketmaster to Principal for up to twelve (12) months after the occurrence of an Attraction. Ticketmaster shall be responsible for the remaining portions of any Chargebacks, except to the extent caused by Principal's failure to obtain signatures, swipe credit cards, or follow any procedures provided by Ticketmaster or the merchant bank with respect to acceptance of credit cards, including, but not limited to, cardholder verification instructions for will-call and other alternative Ticket delivery/pick-up services. For purposes of this Agreement, "Chargebacks" shall mean the amounts that the merchant bank is charged back by a cardholder or a card issuer under the card organization's rules (e.g., cardholder dispute, fraud, declined transaction, returned Tickets for Cancelled Attractions, etc.).

(d) **Deficiency Amounts; Security for Repayment:** If at any time, the Account Balance is not sufficient to pay for anticipated refunds or Chargebacks, Principal shall deliver the amount of such deficiency ("Deficiency Amount") to Ticketmaster no later than five (5) business days after notice by Ticketmaster to Principal. Ticketmaster shall have the right to set

off any Deficiency Amount against any amounts held by Ticketmaster on behalf of Principal. In the event of any Material Financial Event or in the event Principal has not paid any Deficiency Amount when due, Ticketmaster shall have the option to (i) require Principal to provide additional security to Ticketmaster of a type (e.g., letter of credit, guaranty or performance bond) and in an amount as requested by Ticketmaster, which Principal shall provide to Ticketmaster within fourteen (14) business days after Ticketmaster's request, and/or (ii) suspend payment of Ticket Receipts in advance of the occurrence of Attractions and instead deliver Ticket Receipts to which Principal is entitled post-performance (i.e. Friday of each week with respect to Attractions that occurred Monday through Sunday of the week preceding such payment date).

(e) **Counterfeit Tickets:** It is agreed and understood that Ticketmaster shall not be liable to Principal for the printing and sale of counterfeit Tickets unless caused by the negligence or willful misconduct of Ticketmaster.

(f) **Audit of Sales:** At all times during the Term of this Agreement, (i) Principal shall have the right at its own expense to audit Ticket sales for Attractions by Ticketmaster to assure Ticketmaster's compliance with the terms of this Agreement, and (ii) Ticketmaster shall have the right at its own expense to audit Ticket sales for Attractions made by Principal and by others (including, without limitation, the promoter and sponsor of any Attraction, the act or event itself and Principal's Subscribers) to assure their compliance with the terms of this Agreement.

(g) **Request for Taxpayer Identification Number and Certification:** Principal shall provide a W-9 or complete the required Form W-9 provided with this Agreement and return it to Ticketmaster with this Agreement for purposes of reporting to the Internal Revenue Service.

9. **TAXES:** Principal represents and warrants, and Ticketmaster acknowledges, that Principal is a municipality and is, therefore, tax exempt, except for City and Amusement taxes.

(a) **Taxes on Hardware:** Principal shall keep the Hardware free and clear of all levies, liens and encumbrances which are caused by Principal or under Principal's control and shall promptly reimburse Ticketmaster for all license fees, registration fees, assessments, charges and taxes, whether federal, state, county, municipal or other governmental or quasi-governmental, with respect to the Hardware located at the Facilities, including, without limitation, use, excise and property taxes, and penalties and interest with respect thereto, except and excluding, however, any taxes based on or measured solely by Ticketmaster's net income.

(b) **Attraction Taxes:** Principal shall be responsible for calculating any and all Principal Taxes, for preparing and timely filing any and all tax returns or reports required to be filed in respect of any such Principal Taxes, and for timely remitting Principal Taxes to the appropriate taxing authority. Ticketmaster will collect and turn over to Principal the amounts to which Principal is entitled as provided in Section 8(a). In the event that Ticketmaster pays any Principal Taxes on behalf of Principal or Ticketmaster pays any Principal Taxes due to a failure by Principal to provide Ticketmaster with the required writing or documentation of any Principal tax exemptions pursuant to Section 9(d) below, Principal shall promptly reimburse Ticketmaster for any and all such Principal Taxes paid by Ticketmaster, including penalties and interest assessed with respect thereto (other than Principal Taxes, penalties and interest that Ticketmaster pays directly out of Principal's Ticket Receipts), and shall also promptly reimburse Ticketmaster for any and all expenses (including reasonable attorneys' fees) or damages that

result from the failure by Principal to properly calculate and timely remit Principal Taxes assessed on all amounts received by Principal under this Agreement, to timely file all related returns or reports, or to timely reimburse Ticketmaster for any and all such Principal Taxes, interest and penalties as provided above. Notwithstanding the foregoing, in the event that Ticketmaster is ever required by applicable law to remit Principal Taxes directly on behalf of Principal and file related tax returns or reports, Ticketmaster shall have the right to do so upon notice to Principal, and thereafter "Ticket Receipts" shall be defined to be reduced by such Principal Taxes. Ticketmaster shall be responsible for calculating any and all Ticketmaster Taxes, for preparing and timely filing any and all tax returns or reports required to be filed in respect of any such Ticketmaster Taxes, and for timely remitting such Ticketmaster Taxes to the appropriate taxing authority.

(c) **Principal's Taxpayer ID Number:** Principal certifies that Principal's federal taxpayer identification number (FEIN or SSN) is 37-6001563. Principal further certifies that its state taxpayer identification or registration number for the state in which the Facility is located is Illinois.

(d) **Principal's Tax Exemptions:** Principal shall notify Ticketmaster in writing of any and all Principal tax exemptions and provide Ticketmaster with reasonable proof of Principal's tax exemptions.

10. **LOSS AND DAMAGE TO THE HARDWARE; INSURANCE:**

(a) Principal acknowledges that the Hardware will be used by Principal at the Facilities and that Ticketmaster does not own, operate or control such locations. Accordingly, Principal hereby assumes and shall bear the entire risk of loss and damage to the Hardware, ordinary wear and tear excepted, whether or not insured against, once installed, unless occasioned by the negligence or willful misconduct of Ticketmaster, from any and every cause whatsoever from the date of delivery of the Hardware to the Facilities or Principal sites until removal thereof following termination of this Agreement. No such loss or damage to the Hardware shall impair any obligation of Principal under this Agreement. In the event of loss or damage of any kind to any Hardware, Principal, at its sole option, shall within thirty (30) days after such loss or damage:

(i) Place the same, or replace the same with similar property, in good repair, condition and working order to the satisfaction of Ticketmaster; or

(ii) Pay Ticketmaster in cash the full replacement cost of the Hardware, and Ticketmaster shall promptly install new hardware to replace the lost or damaged Hardware.

(b) Principal shall, at its own expense, provide and maintain at all times during the Term hereof insurance to protect the Hardware against loss caused by fire (with extended coverage), vandalism, malicious mischief, theft, or any other cause in an amount equal to the full replacement value of the Hardware as determined by Ticketmaster. Should Principal become unable to provide or maintain such insurance coverage, Principal shall promptly notify Ticketmaster in writing prior to the expiration of any such coverage, and, thereafter, Ticketmaster shall have the right, but shall not be obligated, to provide insurance coverage for the occurrences specified above and charge Principal the costs of such insurance coverage.

(c) Principal and Ticketmaster shall both provide, at their sole expense, comprehensive or commercial general liability and property damage insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for each of their protection and the protection of the other party.

(d) All insurance provided and maintained by the parties shall be in such amounts, under such forms of policies pursuant to this Section shall provide for the waiver of the insurer's right of subrogation against Principal and Ticketmaster. Such policies of insurance held by Principal shall include Ticketmaster, Live Nation Worldwide, Inc. and its landlords or licensors, if any, and their respective parents, members, partners, affiliates, divisions and subsidiaries as an additional named insured on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not, with respect to the operations of Principal per this written Agreement. Such policies of insurance held by Ticketmaster shall include The City of Bloomington and its agents, staff, and affiliates, as an additional named insured on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not, with respect to the operations of Ticketmaster per this written Agreement. Further, each party shall provide the other party at least thirty (30) days' prior written notice of cancellation or non-renewal of such policies. Parties shall furnish the other with certificates of such insurance or other evidence satisfactory to them as to its compliance with the provisions of this Section.

11. **TITLE:**

(a) **Hardware/Software:** Principal covenants and agrees that the Software and Hardware and any deliverables or work product furnished under this Agreement are, and shall at all times be and remain, personal property which shall, at all times, remain the sole and exclusive property of Ticketmaster, and Principal shall have no right, title or interest therein or thereto except as a licensed user thereof. Principal acknowledges and agrees that Ticketmaster has invention rights, copyrights, and other intellectual property rights in the TM System and the information contained therein which prohibit copying, sale, modification and re-manufacture of the TM System and information regarding the TM System and which will be enforced. Principal hereby agrees that it will, whenever reasonably requested by Ticketmaster, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, agreements, instruments, and documents necessary or desirable, in form satisfactory to Ticketmaster, to protect the rights and ownership of Ticketmaster to and of the Software and Hardware, including but not limited to certificates from parties with a real property interest in the premises wherein the Hardware may be located waiving any claim with respect to the Hardware. Except as may be necessary to prevent damage to or destruction of the Hardware, Principal will not move the Hardware nor permit such Hardware to be moved without Ticketmaster's prior written consent, which consent shall not be unreasonably withheld, and shall give Ticketmaster prompt written notice of any attachment or other judicial process affecting any item of Hardware. Upon the expiration or termination of this Agreement, Principal shall return the Software and Hardware to Ticketmaster in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, and any and all licenses and other rights to the Software and Hardware shall terminate with respect to Principal.

(b) **Intellectual Property:** Each party shall retain all right, title and interest in and to its respective trademarks, service marks and trade names worldwide ("Intellectual Property") subject to a limited non-exclusive, non-transferable license necessary to perform this Agreement. Each party grants the other a royalty-free, non-exclusive, non-transferable license,

during the Term, within the territory, to include such party's pre-approved Intellectual Property solely in connection with the promotions and marketing contemplated in this Agreement. Each party shall use the other's Intellectual Property only as provided, and shall not alter the Intellectual Property in any way, nor shall it act or permit action in any way that would impair the rights of owning party in its Intellectual Property. Each party acknowledges that its use of the other party's Intellectual Property shall not create any right, title or interest in or to such Intellectual Property. Each party shall have the right to monitor the quality of the other party's use of its Intellectual Property. Additionally, each party shall notify the other promptly in writing of any known infringement of the other's Intellectual Property. Any references to a party's Intellectual Property shall contain the appropriate trademark, copyright or other legal notice provided from time to time by owning party.

(c) **Purchaser Data**: Principal and Ticketmaster each has rights in the personally identifiable information with respect to persons who actually purchased tickets to Principal's Attractions through the TM System ("Purchaser Data"), subject to the terms hereof. Such use by Ticketmaster may include, without limitation, in development of new or upgraded Software at Principal's request, or for general market research on pricing when used in aggregate form with other Ticketmaster client consumer data. Each party agrees to use the Purchaser Data only in compliance with all applicable laws and administrative rulings and in accordance with its own posted privacy policies. Principal shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Purchaser Data to protect the Purchaser Data from unauthorized access, destruction, use, modification or disclosure. Principal also agrees that if any portion of the Purchaser Data includes credit or debit card numbers and related information, Principal shall comply with payment card industry standards. Principal shall also include in any email communications that Principal may make based on the Purchaser Data a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from Principal and Principal shall honor such opt-out preferences. Each party shall be solely responsible for using its systems and data in compliance with all federal, state and local laws.

12. **CONFIDENTIAL INFORMATION**:

(a) The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information regarding their business, products, software technology, Intellectual Property and other information that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information").

(b) Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information.

(c) Each party agrees that it will make best efforts to keep Confidential

Information strictly confidential and will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, officers, employees, legal and financial advisors, controlling persons and entities who need to know such information to perform such party's obligations under this Agreement and who agree to treat the Confidential Information in accordance with the confidential obligations in this Agreement. Each party shall use the same degree of care to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect the secrecy of such Confidential Information including without limitation the requirement that employees have executed non-disclosure agreements which have the effect of adequately protecting Confidential Information.

(d) In the event that either party receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena, notice of deposition or other legal proceeding, such party agrees to notify the other pursuant to Section 17(h) below, within forty-eight (48) hours after receipt of such legal document, and such party agrees to cooperate with the other in any attempt to obtain a protective order.

(e) Both parties agree and understand that Principal, being an Illinois municipality, is subject to the Freedom of Information Act (FOIA), and that this Agreement is also subject to release in accordance with the terms of FOIA.

13. **LIMITATION ON LIABILITY:** In no event shall Ticketmaster be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits, lost savings, lost or destroyed data, lost ticket revenues, lost opportunity costs or any other economic loss, of any type or nature, or for events or circumstances beyond Ticketmaster's control, even if Ticketmaster has been advised of the possibility of such damages. Neither occasional short term interruptions of service which are not unreasonable under comparable industry standards nor interruptions of service resulting from events or circumstances beyond Ticketmaster's reasonable control shall be cause for any liability or claim against Ticketmaster hereunder, nor shall any such occasion render Ticketmaster in default under this Agreement.

14. **INDEMNIFICATION:**

(a) Principal shall indemnify Ticketmaster and its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this Section, "Ticketmaster's Indemnitees") against, and hold Ticketmaster's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against Ticketmaster's Indemnitees occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by Principal or any of its officers, directors, employees and agents (collectively, "Principal's Representatives"); (ii) use of the TM System (including without limitation any customization of Principal's Website or the Interface Page (if applicable) and any e-mail campaigns or distributions using the TM System) or possession and use of the Hardware (if any) by Principal or any of Principal's Representatives; (iii) any Attraction held or scheduled to be held at the Facilities (including any injuries or deaths occurring at or in connection with any Attraction or the failure of any Attraction to occur or to occur in the manner

advertised or promoted); (iv) a claim that Ticketmaster's release of the Purchaser Data to Principal violates any applicable law, rule or regulation; (v) Principal's use or disclosure of the Purchaser Data; (vi) violations of laws relating to the resale of Tickets; or (vii) any email campaigns or distributions conducted by Ticketmaster on Principal's behalf or conducted by Principal including, without limitation, email campaigns or distributions in violation of federal, state or other laws applicable to commercial emails; except, in each case, to the extent that any such claims shall relate to Ticketmaster's negligence or willful misconduct with respect thereto.

(b) Ticketmaster shall indemnify Principal and its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this Section, "Principal's Indemnitees") against, and hold Principal's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against, Principal's Indemnitees occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by Ticketmaster; or any of its officers, directors, employees and agents or (ii) any alleged patent, trademark or copyright infringement asserted against Principal's Indemnitees with respect to Principal's use of the TM System; except, in each case, to the extent that any such claim shall relate to Principal's negligence or willful misconduct with respect thereto.

(c) The indemnified party must notify the other party promptly in writing of any claim hereunder, and provide, at such other party's expense, all reasonably necessary assistance, information and authority to allow the other party to control the defense and settlement of such claim.

15. **TERMINATION:**

(a) This Agreement may be terminated by either party in the event of any material default in or material breach of the terms and conditions of this Agreement by the other party, after the other party has received written notice of default and thirty (30) business days to cure such default (each such occurrence, after the expiration of such cure period, shall be an "Event of Default"); or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party's business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors. Upon an Event of Default by Ticketmaster, Ticketmaster shall, without demand, forthwith pay to Principal all amounts due and owing pursuant hereto, and Principal may, in addition to terminating this Agreement, require Ticketmaster to remove all Hardware from the Facility. Upon an Event of Default by Principal, Principal shall, without demand, forthwith pay to Ticketmaster all amounts due and owing pursuant hereto, and Principal authorizes Ticketmaster to setoff any amounts owed to Ticketmaster hereunder against any amounts held by Ticketmaster on behalf of Principal, and Ticketmaster may, in addition to terminating this Agreement, terminate Principal's right to access and use the TM System and take immediate possession of the Hardware and Software wherever the same may be located without demand, notice or court order.

(b) This Agreement may be terminated by Ticketmaster in the event any act by Principal threatens to cause any infringement of any Ticketmaster (or Ticketmaster licensor) intellectual property or other property right, including without limitation, any copyright, license right

or trade secret right, and Principal fails to refrain from so acting within ten (10) business days' written notice from Ticketmaster.

(c) Upon the effective date of any termination or expiration of this Agreement, provisions regarding ownership of intellectual property rights, representations and warranties, confidentiality, indemnification, limitation of liability, non-solicitation, jurisdiction and venue shall remain in full force and effect; each party shall immediately cease the use of the other party's Intellectual Property; and each party shall return, or at the other party's request, destroy all copies of Confidential Information as permitted by law, and all other property belonging to and/or received from the other party.

(d) No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy herein or otherwise available at law or in equity, each and all of which are subject to the limitations contained in Section 13 hereof.

16. **DEFINITIONS:** As used in this Agreement, the following terms shall have the respective meanings indicated below unless the context otherwise requires:

"AccessManager" means the Ticketmaster AccessManager software which interfaces with the TM System to facilitate certain reporting systems and to provide various enhanced services to the patron admissions process through the use of bar codes or other media printed on Tickets.

"Attraction" means a concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facilities for which Tickets are offered to the general public.

"Attraction Taxes" means any and all sales, amusement, admissions and other taxes, charges, fees, levies or other assessments measured by reference to a charge per Ticket sold or determined based upon the purchase price of a Ticket assessed by federal, state, county, municipal or other governmental or quasi-governmental authorities as a result of, or in connection with, any Attraction, including Principal Taxes and Ticketmaster Taxes as further described below. To the extent such taxes relate to the funds paid or owed to Principal under this Agreement such portion of Attraction Taxes may also be referred to herein as Principal Taxes, and to the extent such taxes relate to fees or charges collected and retained by Ticketmaster under this Agreement, such portion of Attraction Taxes may also be referred to herein as Ticketmaster Taxes.

"Chargebacks" is defined in Section 8(c) hereof.

"Confidential Information" is defined in Section 12 hereof.

"Contract Year" is defined in Section 1 hereof.

"Convenience Charge" means the per Ticket amount charged to a consumer for the convenience of purchasing Tickets through the TM System.

"Event of Default" is defined in Section 15(a) hereof.

"Face Value" means the face price of a Ticket as determined by Principal, which shall be inclusive of all applicable Attraction Taxes and similar fees.

“Facility or Facilities” means the following defined venues that are owned, controlled, operated and managed by Principal: (1) 101 South Madison Street, Bloomington, IL 61701, currently known as Grossinger Motors Arena, and (2) 600 North East Street, Bloomington, IL 61701, currently known as Bloomington Center for the Performing Arts.

“Facility Box Office(s)” means any Ticket sales locations that are identified and operated by Principal.

“Group Sales” means sales of Tickets by Principal to a group consisting of at least fifteen (15) people for use by the group members to attend an Attraction as a group. In no event shall Group Sales consist of the sale of Tickets to individuals to attend an event separately or for individuals to purchase Tickets with the intent to resell such Tickets.

“Hardware” means all of that certain computer hardware, communications equipment, terminals and hook-ups (including replacements thereof) listed with particularity on Exhibit B or otherwise supplied by Ticketmaster to Principal at any time during the Term of this Agreement, but excluding (i) any computer hardware, communications equipment, terminals and hook-ups purchased by Principal to provide the connectivity to and interfacing with the TM System required under this Agreement, and (ii) any computer hardware, communications equipment, terminals and hook-ups purchased by Principal from Ticketmaster.

“House Seats” means Tickets provided by Principal (i) to the Attraction's promoter, performing act or event, or their managers or agents (i.e. band holds); (ii) for distribution through legitimate fan clubs in accordance with current guidelines (i.e. fan club holds); or (iii) for legitimate promotional purposes (e.g. radio station promotions); provided that House Seats Tickets shall not be distributed to the general public.

“Inside Charges” means the amounts Ticketmaster charges Principal to sell, issue and process Tickets utilizing the TM System under this Agreement.

“Intellectual Property” is defined in Section 11(b) hereof.

“Internet Sales” means all sales of Tickets over the Internet, or via mobile or smart phone application.

“License” is defined in Section 4(a) hereof.

“Payment Processing Fees” is defined in Section 3(b).

“Principal’s Website” means an Internet website(s) owned, operated and maintained by Principal.

“Processing Fee” means the per order amount charged by Ticketmaster to a consumer for purchasing Tickets via Ticketmaster distribution channels through the TM System.

“Purchaser Data” is defined in Section 11(c) hereof.

“Sale and Sell” and any derivations thereof in this Agreement shall include any distribution for consideration, by any means or method (including without limitation, on the Internet or by auction) and shall include resales.

“Season/Contract Tickets” means specifically designated Tickets sold directly by Principal on an annual basis across all Attractions or across all of a category of Attractions (i.e., luxury suites, club level seats and season tickets).

“Sellable Capacity” means the admission capacity of the applicable Facility for any particular Attraction.

“Software” means Ticketmaster’s ticketing system software known and marketed as Ticketmaster Classic, AccessManager, TM Charge, TM+, and any new versions thereof or any other deliverables for TM System access provided to Principal by Ticketmaster during the Term.

“Term” is defined in Section 1 hereof.

“Ticket” means a printed, electronic or other type of evidence of the right, option or opportunity to occupy space at or to enter or attend an Attraction or Attractions even if not evidenced by any physical manifestation of such right, such as a “smart card”.

“Ticket Receipts” means the Face Value of all Tickets sold by Ticketmaster, plus any Convenience Charges and Processing Fees retained by Principal, less any applicable Inside Charges (exclusive of Ticketmaster Taxes in jurisdictions in which Principal is required to remit Attraction Taxes to the applicable taxing authority) and Payment Processing Fees, and less any Principal Taxes for jurisdictions in which Ticketmaster is required to remit Principal Taxes to the applicable taxing authority.

“TM Charge” means the electronic payment processing system within the TM System that utilizes the global banking association networks to authorize electronic payment for purchases of Tickets to Attractions sold by Principal from the Facility Box Office as permitted under this Agreement.

“TM.com Website” means any Internet websites owned, operated and maintained by Ticketmaster, including, without limitation, any co-branded versions and any version distributed through any broadband distribution platform or through any platform or device including television, broadband and wireless technologies.

“TM System” means the Hardware, Software, TM.com Website, related procedures and personnel, and repair and maintenance services established and maintained by Ticketmaster and its affiliates for the purpose of selling, distributing, auditing and controlling the sale of Tickets for Attractions, including, without limitation, by Internet Sales, and the processing of transactions through the Software.

17. **MISCELLANEOUS:**

(a) **Governing Law/Jurisdiction:** This Agreement shall be interpreted and governed by the laws of the State of Illinois, without reference to conflict of laws principles. Each of the parties hereto agrees that the state courts, and the United States federal courts, that are

located in the County of McLean, State of Illinois shall each have subject matter jurisdiction hereunder and personal jurisdiction over each of the parties hereto. Each such party hereby consents thereto, and hereby waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent that any proceeding is conducted in accordance with the foregoing provision.

(b) **Entire Agreement; Modification:** This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. A party's delay in enforcing its rights hereunder shall not be construed as a waiver of such rights or remedies.

(c) **Assignment:** Without the prior written consent of Ticketmaster, Principal shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or obligations in this Agreement or any interest therein; or (ii) permit the Hardware (if any) or any part thereof to be used, or access to the Software or any part thereof to be had, by anyone other than Principal or Principal's authorized employees. Any such assignment shall not relieve Principal of any of its obligations hereunder. Without the prior written consent of Principal, Ticketmaster shall not assign or transfer its rights or obligations in this Agreement or any interest therein, except in the event of an assignment by Ticketmaster to any parent, subsidiary, affiliate (including, by virtue of a corporate reorganization), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void.

(d) **Relationship of the Parties:** Each party is an independent contractor and not an agent or partner of, or joint-venturer with, the other party for any purpose other than as set forth in this Agreement (e.g., Ticketmaster is the agent of Principal with respect to ticket sales and distribution). Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

(e) **Force Majeure:** Neither party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, explosion, pandemic or epidemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) shortage of adequate power. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Events are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

(f) **Severability:** If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction (a) the validity or enforceability of such provision shall not in any

way be affected with respect to any other jurisdiction, and the validity and enforceability of the remaining provisions shall not be affected; and (b) the parties shall replace such provision by one or more valid and enforceable provisions approximating the original provision as closely as possible.

(g) **Notices**: Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth immediately below the signature line hereto or at such address as may be provided by each party in writing from time to time, by certified or registered mail, return receipt requested or by an overnight courier. Notices will be deemed effective the day following sending if sent by overnight courier or five days after sending if sent by certified or registered mail. Settlement reports may be delivered from Ticketmaster to Principal by email; therefore, Principal shall promptly notify Ticketmaster of any change to its email address set forth immediately below the signature line hereto.

(h) **Binding Agreement/Counterparts**: The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument.

(i) **Legal Review**: Each of the parties has had the opportunity to have its legal counsel review this Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the parties. The parties expressly agree that the construction and interpretation of this Agreement shall not be strictly construed against the drafter.

(j) **Attorneys' Fees**: In addition to any other rights hereunder, the substantially prevailing party, as a court of competent jurisdiction (as provided above) may determine, in any claim or other dispute which relates to this Agreement, regardless of whether such claim or other dispute arises from a breach of contract, tort, violation of a statute or other cause of action, shall have the right to recover and collect from the other party its reasonable costs and expenses incurred in connection therewith, including, without limitation, its reasonable attorneys' fees. If a party substantially prevails on some aspects of such claim or dispute but not others, the court may apportion any award of costs or attorneys' fees in such manner as it deems equitable.

(k) **Client Listings**: Principal's execution of this Agreement indicates approval for Principal to be listed as a Ticketmaster client in monthly newsletters for distribution to event industry clients, in product boiler plate information, and in future releases about Ticketmaster products and services for distribution to trade and consumer media. At any time, Principal may, in its sole discretion, direct Ticketmaster to stop using Principal's name for the purposes listed in this Section by sending notice to Ticketmaster via email at client.news@ticketmaster.com.

(l) **Survival of Terms**: Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including without limitation provisions related to use of the Software, purchaser data, limitations on liability, indemnification, confidential information, governing law and waivers of jury trials, shall survive any termination or expiration of this Agreement and continue in full force and effect.

IN WITNESS WHEREOF, Ticketmaster and Principal have caused this Licensed User Agreement to be duly executed as of the date set forth below.

TICKETMASTER L.L.C.,
a Virginia limited liability company

By: _____

Print Name: Geoff Carns

Title: SVP, Venues & Promoters

Date: _____

Address: Ticketmaster L.L.C.
7060 Hollywood Blvd.
Hollywood, CA 90028
Attn: SVP, Venues & Promoters

With a copy to:

Address: Ticketmaster L.L.C.
550 W Jackson Boulevard
Suite 1700
Chicago, IL 60661
Attn: Client Development,
Venues & Promoters

and with a copy to:

Ticketmaster L.L.C.
7060 Hollywood Boulevard
2nd Floor
Hollywood, CA 90028
Attn: General Counsel

CITY OF BLOOMINGTON,
a Municipality

By: _____

Print Name: Tim Gleason

Title: City Manager

Date: _____

Address: 109 East Olive Street
Bloomington, IL 61701
Attn: Legal Department

With a copy to:

Address: 109 East Olive Street
Bloomington, IL 61701
Attn: Contract Administrator

EXHIBIT A

COMPENSATION

1. **Charges and Fees.**

(a) **Convenience Charge (Per Ticket) and Processing Fee (Per Order):** The per Ticket Convenience Charges and per order Processing Fees shall be determined and (subject to the terms set forth herein) retained by Principal during the Term of this Agreement.

In the event the per Ticket Convenience Charges in any single transaction exceed: (i) \$5.00 per Ticket for any arts/family Attractions, (ii) \$8.00 per Ticket for any tenant sports Attractions, or (iii) \$10.00 per Ticket for concerts or all other Attractions, in each case (i), (ii) and (iii), subject to escalation in the amount of \$0.15 per Contract Year (collectively, the "Standard Per Ticket Fee Caps"), then Principal and Ticketmaster shall each retain fifty percent (50%) of any amount of such aggregate per Ticket fees for such transaction in excess of the applicable Standard Per Ticket Fee Cap.

In the event the per order Processing Fee in any single transaction for any Attraction exceeds the amount of \$6.00 per order (subject to escalation in the amount of \$0.15 per Contract Year) (the "Standard Per Order Fee Cap"), then Principal and Ticketmaster shall each retain fifty percent (50%) of any amount of such aggregate per order fees for such transaction in excess of the Standard Per Order Fee Cap.

In the event any per Ticket fee or per order fee in any single transaction is less than the applicable Inside Charge due Ticketmaster as set forth in subsection (b) following, Ticketmaster reserves the right to invoice Principal for the amount of such Inside Charge, or to setoff such amount against any funds held by Ticketmaster on account of Principal.

(b) **Inside Charges:**

<u>Type of Ticket</u>	<u>Per Ticket Inside Charge</u>	<u>Per Order Inside Charge</u>
For Tickets to all Attractions sold via a Facility Box Office	\$0.00 per Ticket	\$0.00 per order
For Tickets to arts and family Attractions sold via Ticketmaster distribution channels	\$1.50 per Ticket	\$3.00 per order
For Tickets to tenant sports Attractions sold via Ticketmaster distribution channels	\$2.50 per Ticket	\$3.00 per order
For Tickets to concerts and all other Attractions sold via Ticketmaster distribution channels	\$5.00 per Ticket	\$3.00 per order

The per Ticket Inside Charges for Tickets to all Attractions sold via Ticketmaster distribution channels set forth above shall be subject to automatic increase on the first day of the second

Contract Year and on the first day of each Contract Year thereafter during the Term in the amount of \$0.15 per Ticket.

The per order Inside Charges for Tickets to all Attractions sold via Ticketmaster distribution channels set forth above shall be subject to automatic increase on the first day of the second Contract Year and on the first day of each Contract Year thereafter during the Term in the amount of \$0.15 per order.

(c) **Delivery Fees:**

(i) **Mail Fee.** Ticketmaster shall be entitled to assess and receive a fee in the amount of \$5.00 per order against purchasers of Tickets using the U.S. mail method of delivery (the "Mail Fee"). The Mail Fee retained by Ticketmaster is subject to automatic annual increase in the amount of \$0.25 per order at the start of each Contract Year.

(ii) **Mobile Delivery.** Ticketmaster shall not assess any mobile delivery fee against purchasers of Tickets using the mobile method of delivery.

(iii) **Will Call Fee.** Principal has the option of implementing a per order fee ("Will Call Fee") in an amount of up to \$5.00 to be assessed against purchasers of Tickets using the will call method of delivery. Should Principal decide to implement a Will Call Fee, Ticketmaster shall assess such a fee against purchasers of Tickets using the will call method of Ticket fulfillment, and shall pay Principal the entirety of such Will Call Fee, less Payment Processing Fees (calculated at the rate set forth below) on such additional amount.

(d) **Facility/Restoration Fees:** For avoidance of doubt, Principal shall have the option to add a Facility/Restoration Fee to any/all Attractions at the Facilities with 100% of such Facility/Restoration Fee paid to Principal, following deduction of Payment Processing Fees on such amount.

2. **Payment Processing Fees:**

<u>Type of Sale</u>	<u>Percentage Rate</u>
Ticketmaster distribution channels	2.75% of Face Value of Tickets plus any consumer fees added to the Face Value
Principal Sales using TM Charge	2.75% of all transactions processed

Any percentage rates set forth above are subject to automatic increase due to increases in the interbank rates imposed on Ticketmaster.

EXHIBIT B

HARDWARE

Quantity	Description
20	Scanners
9	Point-of-Sales Kits
12	Boca Printers
2	Routers

EXHIBIT C

TM+ Terms and Conditions

Ticketmaster shall enable TM+ for all Attractions in accordance with the settlement terms set forth in this Exhibit C below.

TM+ Settlement Terms

- For any primary market ticket inventory sold through TM+, Ticketmaster shall continue to sell such tickets and settle the proceeds of such sales with Principal in accordance with the terms and conditions for such transactions as set forth in the Agreement.
- For any secondary market ticket inventory sold through TM+, Ticketmaster shall assess its standard fees against the buyers and sellers of such tickets in amounts as determined by Ticketmaster, which amounts currently include: (i) a seller fee generally in an amount of up to twelve percent (12%) of the ticket posting price (i.e., the price set by the seller upon posting such ticket for sale), and (ii) a buyer fee generally in an amount of up to seventeen and five-tenths percent (17.5%) of the ticket listing price (i.e., the posting price plus the seller fee), with a \$5.00 minimum.
- **TM+ Revenue Share:**
 - Principal shall be entitled to receive from Ticketmaster ten percent (10%) of the Net Resale Fees collected (and not refunded or subject to chargeback) by Ticketmaster on account of secondary market ticket sales through TM+ (the “TM+ Revenue Share”).
 - For purposes of this Exhibit C, “Net Resale Fees” shall be defined as the gross amount collected from the new purchaser of a secondary market inventory ticket via TM+ less (i) the proceeds paid to the ticket seller, (ii) an amount equal to 3.5% of the gross amount collected from the new purchaser (to cover credit card processing fees), (iii) any applicable sales, admission or similar tax, and (iv) amount equal to 3.5% of the gross amount collected from the purchaser of any Ticket purchased via TM+ (to cover certain customer acquisition costs incurred by Ticketmaster).
- The TM+ Revenue Share will be paid to Principal on a quarterly basis for all such sales occurring in any calendar quarter, on or before the thirtieth (30th) day of the month following each calendar quarter. In the event that any Attraction for which Ticketmaster has made any TM+ Revenue Share payment to Principal becomes a Cancelled Attraction, Principal shall promptly repay to Ticketmaster the amount of such TM+ Revenue Share payments in respect of such Cancelled Attraction.
- Each settlement relating to the TM+ Revenue Share pursuant to this Exhibit C shall be accompanied by a report of the applicable transactions during such settlement period.

EXHIBIT D

PLATINUM TICKETS AND VIP PACKAGES

1. Platinum Tickets and VIP Packages

Ticketmaster and Principal understand that Platinum Tickets and VIP Packages shall only be made available at the request of national touring Attractions or at the request of Principal on an Attraction-by-Attraction basis. Both parties further agree that this Exhibit, in terms of VIP Packages, does not limit Principal's ability to establish, sell, and host its own VIP Packages which are not sold using the TM System, subject to the terms of Section 2 of the Agreement (for the avoidance of doubt, any Tickets included within any VIP Package may only be sold using the TM System pursuant to the terms of this Agreement).

(a) Definitions.

"Platinum Ticket" means any dynamically-priced Ticket that represents the most select category of seats for an Attraction resulting from proximity to stage or other superior amenities as mutually determined by Principal and Ticketmaster, which is sold by Ticketmaster on behalf of Principal.

"Platinum Ticket Fee" means a fee assessed by Ticketmaster against each Platinum Ticket purchaser in an amount equal to 14.8% (which incorporates a Payment Processing Fee in the same percentage amount as set forth in the Agreement with respect to standard Ticket sales) of the Platinum Ticket Price (excluding any applicable delivery and processing fees) for each Platinum Ticket sold by Ticketmaster via the TM.com Website. Additionally, Ticketmaster shall charge Principal a "Platinum Platform Fee" in the amount of five percent (5%) of the Platinum Ticket Price (excluding any applicable delivery and processing fees), which shall be deducted from the Platinum Proceeds as an Inside Charge prior to settlement. The Platinum Ticket Fee and the Platinum Platform Fee payable to Ticketmaster in connection with each sale of a Platinum Ticket shall be in lieu of any per Ticket Convenience Charge or Inside Charge otherwise due Ticketmaster under this Agreement in respect of standard Ticket sales.

"Platinum Ticket Price" means the total price a purchaser pays for a Platinum Ticket sold via the TM.com Website, inclusive of applicable taxes, but exclusive of the Platinum Ticket Fee. The Platinum Ticket Price shall initially be established by Principal in consultation with Ticketmaster, and any subsequent adjustments to the Platinum Ticket Price shall be administered in accordance with parameters accepted by Principal in advance.

"Platinum Proceeds" means the Platinum Ticket Price collected by Ticketmaster, which, for the avoidance of doubt, shall not include the Platinum Ticket Fee.

"VIP Package(s)" means Ticket packages which entitle the purchaser of the Ticket to additional benefits to be fulfilled solely by Principal (and not, for the avoidance of doubt, the artist or performing act of any Attraction), including but not limited to, access to unique experiences surrounding the Attraction and/or unique merchandise.

"VIP Package Fee" means a fee assessed by Ticketmaster in the amount of 14.8% (which incorporates a Payment Processing Fee in the same percentage amount as set forth in the Agreement with respect to standard Ticket sales) of the VIP Package Price, which amount shall be charged to the VIP Package purchaser in addition to the VIP Package Price. Additionally, where Principal utilizes the marketing and fulfillment services of Ticketmaster's artist services division in connection with the applicable VIP Package offer, Ticketmaster shall charge Principal a "VIP Package Platform Fee" in the amount of ten percent (10%) of the VIP Package Lift, which shall be deducted from the VIP Package Proceeds as an Inside Charge prior to settlement.

"VIP Package Lift" means, as to each VIP Package, the VIP Package Price less the Face Value of the applicable Ticket included in such VIP Package.

"VIP Package Price" means the total price of the VIP Package paid by the purchaser as set by Principal, inclusive of the Face Value of the Ticket and applicable taxes.

"VIP Package Proceeds" means the VIP Package Price, which, for the avoidance of doubt shall not include the VIP Package Fee.

(b) **Platinum Tickets.**

(i) **Platinum Ticket Set-Up Information.** Principal will provide Ticketmaster with notice of its desire to have Ticketmaster enable a Platinum Ticket offer for any applicable Attraction, and shall provide Ticketmaster with required Set-Up Information in respect of such offer so that Ticketmaster may set up the offer for sale through the TM.com Website.

(ii) **Platinum Ticket Fulfillment.** Ticketmaster shall fulfill Platinum Ticket orders in the same manner as standard Tickets through Ticketmaster's ordinary distribution channels as requested by the purchaser.

(iii) **Platinum Ticket Settlement.** Ticketmaster shall pay Principal the Platinum Proceeds, less the Platinum Platform Fee, for each Platinum Ticket sold by Ticketmaster during a calendar week along with settlement of Ticket Receipts for the applicable week. Principal shall be responsible for remitting any applicable taxes on the Platinum Ticket Price, and Ticketmaster shall be responsible for remitting any applicable taxes on the Platinum Ticket Fee. Notwithstanding the foregoing, in the event that Ticketmaster is ever required by applicable law to remit taxes on the Platinum Ticket Price directly on behalf of Principal, Ticketmaster shall have the right to do so upon notice to Principal. Except as provided otherwise above, settlements of Platinum Proceeds shall be made in accordance with and subject to the accounting and refund procedures set forth in this Agreement.

(iv) **Platinum Ticket Fee Royalty.** Principal shall be entitled to receive from Ticketmaster a royalty in the percentage amount of: twenty-five percent (25%) with respect to each Platinum Ticket Fee received (and not refunded or subject to chargeback) by Ticketmaster. Notwithstanding the above, Payment Processing Fees, delivery fees, processing fees, and taxes (in each case, if any) related to any Platinum Ticket Fee shall be deducted from the Platinum Ticket Fees before the Platinum Ticket Fee royalties are calculated. Neither party makes any representation that any specific number of Platinum Tickets nor any amount of Platinum Ticket Fee royalties shall be available in connection with any Attraction for which the sale of Platinum

Tickets has been enabled. Platinum Ticket Fee royalties shall be paid to Principal during a calendar week along with the settlement of Ticket Receipts for the applicable week.

(v) Platinum Ticket Cancellation. In the event that any Attraction is cancelled, the terms of Section 8(b) of the Agreement shall apply with respect to refunds of Platinum Tickets.

(c) **VIP Packages.**

(i) VIP Package Offer Information. Principal will provide Ticketmaster with reasonable advance written notice of its desire to have Ticketmaster enable a VIP Package, which notice shall include an accurate and complete description of the VIP Package content, applicable dates for the sales campaign, and any other information reasonably requested by Ticketmaster (the "Offer Information"). Notwithstanding anything to the contrary, Ticketmaster shall not be obligated to offer a VIP Package for an Attraction if, in the reasonable discretion of Ticketmaster, the VIP Package is not appropriate for sale via the TM.com Website. Ticketmaster and Principal will work together to develop appropriate messaging appearing on the TM.com Website to inform all purchasers of VIP Package elements and benefits. Ticketmaster shall have final control over any and all messaging on the TM.com Website, and reserves the right to reject any messaging proposed by Principal for any reason, including, without limitation, size constraints. Notwithstanding the foregoing, Ticketmaster shall have no responsibility or liability in the event that information (including Offer Information) provided to Ticketmaster by Principal relating to the VIP Package, is incorrect or incomplete, and Principal shall indemnify, defend and hold Ticketmaster's Indemnitees harmless from any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against Ticketmaster's Indemnitees occurring as a result of, or in connection with the Offer Information.

(ii) VIP Package Fulfillment.

(1) Ticketmaster Responsibilities. Ticketmaster will control access to the VIP Package by distributing to each applicable purchaser a unique barcode which will allow the purchaser to redeem the VIP Package elements from Principal at the Attraction. Ticketmaster shall be responsible solely for enabling a barcode for each Purchaser to use to redeem the VIP Package elements, together with instructions for redemption (including (i) that Principal is the party responsible for fulfilling the VIP Package elements, (ii) the time frames during which redeeming purchasers may redeem the VIP Package elements, and (iii) the relevant Principal customer service contact information for purposes of handling customer support issues relating to such redemption). Ticketmaster shall be responsible for customer service inquiries relating solely to enabling the barcode.

(2) Principal Responsibilities. Principal shall allow purchasers to redeem the VIP Package elements at the applicable Facility. Principal shall be responsible for performing all fulfillment, redemption and delivery obligations, and customer service related to all fulfillment and delivery of VIP Package elements, and all costs associated therewith, and shall indemnify, defend and hold Ticketmaster's Indemnitees harmless from any and all claims, costs (including court costs and reasonable attorneys' fees), liabilities, obligations, losses, liabilities and

liens related to, or occurring as a result of or in connection with, fulfillment, redemption and delivery of the VIP Package elements.

(iii) VIP Package Settlement.

(1) Ticketmaster shall pay Principal the VIP Package Proceeds, less the VIP Package Platform Fee, for each VIP Package sold by Ticketmaster during a calendar week along with settlement of Ticket Receipts for the applicable week. Notwithstanding anything to the contrary, Principal shall not receive any payment, nor shall a sale be deemed to have been made, if any VIP Package is the subject of a chargeback or for which Ticketmaster refunds the Ticket portion of the VIP Package.

(2) In the event any Ticket sold in connection with any VIP Package is refunded (e.g., due to cancellation of the applicable Attraction), Principal shall be responsible for returning the VIP Package Proceeds to Ticketmaster in order for Ticketmaster to issue refunds to the consumer. In addition, Principal shall be responsible for all Chargebacks relating to the VIP Package Proceeds, and Ticketmaster shall have the right to deduct amounts due for Chargebacks and refunds of VIP Package Proceeds from the amounts otherwise payable to Principal. In the event such amounts otherwise payable to Principal are inadequate to cover actual Chargebacks, Principal shall be responsible for and shall refund to Ticketmaster all amounts relating to such actual Chargebacks and refunds of VIP Package Proceeds.

(3) Principal shall be responsible for remitting any applicable taxes on the VIP Package Price, and Ticketmaster shall be responsible for remitting any applicable taxes on the VIP Package Fee. Notwithstanding the foregoing, in the event that Ticketmaster is ever required by applicable law to remit taxes on the VIP Package Price directly on behalf of Principal, Ticketmaster shall have the right to do so upon notice to Principal.

(iv) VIP Package Fee Royalty. Principal shall be entitled to receive from Ticketmaster a royalty in the percentage amount of: twenty-five percent (25%) with respect to each VIP Package Fee received (and not refunded or subject to chargeback) by Ticketmaster. Notwithstanding the above, Payment Processing Fees, and taxes (in each case, if any) related to any related to any VIP Package Fee shall be deducted from the VIP Package Fees before the VIP Package Fee royalties are calculated. Neither party makes any representation that any specific number of VIP Packages nor any amount of VIP Package Fee royalties shall be available in connection with any Attraction for which the sale of VIP Packages has been enabled. VIP Package Fee royalties shall be paid to Principal during a calendar week along with settlement of Ticket Receipts for the applicable week.



CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: May 10, 2021

SPONSOR: Information Technology Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

The proposed Payment be approved.

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 MUNIS ERP system is critical to the daily operations of every City department. The MUNIS ERP system is helping to streamline and automate many service-related processes throughout the City. The maintenance agreement is a key ongoing requirement as it provides technical support and software updates for the system.

Staff is requesting Council approval of the payment to Tyler Technologies for the maintenance agreement for multiple MUNIS modules. This payment provides coverage from May 1, 2021, through April 30, 2022. Modules included in this maintenance agreement request are:

Human Resources Management	General Billing
Bid/Contract Management	General Ledger
Accounts Payable	Accounts Receivable
Budget	Payroll
Treasury Management	Cashiering
Project Accounting	Fleet Management
Facility Management	Tyler Content Manager
Business Licenses	Inventory
Fixed Assets	Tyler Incident Management
Utility Billing	Work Orders
Performance-Based Budgeting	Citizen Self Service
Business & Vendor Self Service	Employee Self Service
Employee Expense Reimbursement	CAFR Statement Builder
Maplink (GIS interface)	

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

However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority because the MUNIS ERP system is critical to the daily operations of every City department. 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

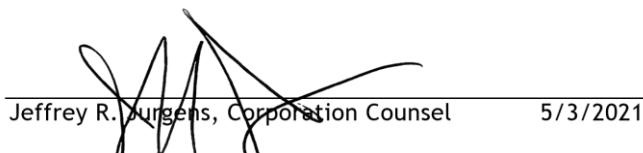
Respectfully submitted for Council consideration.

Prepared by: Craig McBeath, Director of Information Technology

Reviewed by:


Craig McBeath, Director of Information Technology 4/19/2021


Chris Tomertin, Budget Manager 4/23/2021


Jeffrey R. Jurgens, Corporation Counsel 5/3/2021


Tara Henry, Legislative Assistant 5/6/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- IT 1B Tyler Contract 2010-10
- IT 1C Tyler Invoice 045-332760
- IT 1D Tyler Limited Source Justification Form

AGREEMENT

This agreement ("Agreement") is made this 29th day of October 2010 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Tyler") and City of Bloomington, with offices at 109 E. Olive Street, Bloomington, Illinois 61701-5219 ("Client").

WHEREAS Client issued a Request for Proposal on October 14, 2009 for the purpose of acquiring Enterprise Information Management Solution ("Solution");

WHEREAS Tyler responded to Client's Request for Proposal with a Proposal dated November 16, 2009;

WHEREAS Client, on October 25, 2010 awarded Tyler the contract for furnishing, delivering, installing, and implementing the specified Solution;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment of the Software Fees in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- e) Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler User Guides for internal use only.
- h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source

code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee (currently \$700) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in the Investment Summary.

3. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the aforementioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3).

4. Intellectual Property Infringement Indemnification.

a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

- i. Promptly notifies Tyler in writing of any such claim;
- ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
- iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
- ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
- iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
- iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
- vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:

- (a) Procure for Client the right to continue using the infringing Tyler Software Products;
 - (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing;
- or

- (c) Terminate Client's license for the infringing Tyler Software Product and refund to Client as follows: If Client is prohibited from using a Tyler Software Product or Tyler Software Products from the date of the execution of this Agreement until the second anniversary of the earlier of (1) the date set forth in the mutually developed project plan for Live Production of all of Tyler Software Products using actual Client data or (2) the first day of Live Production of all of Tyler Software Products (unless Live Production of the Tyler Software Products is postponed by Tyler's failure to perform, in which event the date for Live Production will be postponed the corresponding number of days), Tyler will refund to Client the aggregate amount of fees, including fees for services, paid by Client to Tyler pursuant to this Agreement; and if Client is prohibited from using a Tyler Software Product or Tyler Software Products following the second anniversary of the earlier of items (1) and (2) of this sentence, Tyler will refund to Client the Software fee paid for such Tyler Software Product or Tyler Software Products, as depreciated on a straight-line basis over a seven (7) year period commencing on the second anniversary of the earlier of items (1) and (2) of this sentence.
- ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

5. Limitation of Liability. In no event will Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the fees set forth in the Investment Summary and paid by Client. Such License fees reflect and are set in reliance upon this limitation of liability.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. **Services.** Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. **Professional Services Fees.**

- a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments.
- b) Verification in accordance with Article 3 Verification of the Tyler Software Products (a) of Section A - Software License Agreement will be billable to Client at the rate for Training services set forth in the Investment Summary.
- c) Payment is due within thirty (30) calendar days of invoice receipt.
- d) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

3. **Additional Services.**

- a) Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then current rates. Notwithstanding the foregoing, Tyler shall hold the rates set forth in the Investment Summary for a period of twenty-four (24) months from the Effective Date of the Agreement.
- b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client

will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

5. Cancellation. Except where an event occurs as defined as a "Force Majeure" event in Section E, Article 3, in the event Client cancels services less than one (1) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.

6. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

7. Tyler Project Manager. Tyler will assign a specific project manager upon execution of the Agreement. Client shall have the right to require that a different person be assigned to fulfill a services role if the assigned Tyler Project Manager or other onsite employee is not attaining expected results or, if for any other reason, is deemed unsuitable by the Client, provided, however, Tyler may at its option refer the issue to the Dispute Resolution process set forth in this Agreement. Tyler will notify Client in writing and obtain Client's prior written approval before removing Tyler personnel from Client's project. Both parties shall work towards a mutually agreeable remedy in the event of a change in Project Manager or employee, including the effect upon the timelines and milestones set forth in the implementation plan, and the project manager's participation level.

SECTION C – MAINTENANCE AGREEMENT

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

2. Term of Agreement. This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. Notwithstanding the foregoing, Tyler shall invoice Client for Maintenance fees as set forth in Section E, Article 28. Tyler will not increase the Maintenance fees for the Tyler Software Products until the maintenance term beginning May 1, 2013. For the maintenance term beginning May 1, 2013, and for the next three (3) annual renewals of the Maintenance Agreement, Tyler will not increase the Tyler Software Maintenance fees by more than five percent (5%) per year, and not by more than eight percent (8%) per year for the next five (5) annual renewals; thereafter, at Tyler's then-current maintenance fees.

3. Payment.

a) Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.

b) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Article 5 of Section C Maintenance Agreement, including materials and expenses, will be billed to Client at Tyler's then current rates.

c) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's

payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Tyler shall:

- a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
- b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process. In the event (i) the Client is experiencing a Priority 1 issue with the Tyler Software Products that prevents Client from processing its payroll which is due to be processed that day or the next day, or issuing utility bills or permits which are due to be issued that day or the next day; and (ii) Client initiates contact with Tyler during normal support hours as set forth above, Tyler will continue to work with Client outside of normal support hours to resolve such issue. Otherwise, after hours support is available at Tyler's then current rates with 1(one) week's notice from the Client. Once Tyler understands the Client's needs, Tyler shall assign a resource and provide the Client with a direct contact number (usually a cell phone). Tyler's current rate is \$200 per hour (1/2 day minimum of 4 hours) to have a support resource on call; if a call is placed for assistance, the current rate is \$300 per hour.
- c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
- d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
- e) Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
- f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.
- g) As long as Client maintains a Maintenance Agreement for Tyler Reporting Services, Tyler shall upon request by Client, for no additional fees beyond the annual Maintenance fees for Tyler Reporting Services, develop and provide Client with Tyler Reporting Services report(s), provided Tyler determines that it is able to develop and does develop the requested report in less than two (2) hours per report (including researching, building and testing).
- h) As long as City maintains a continuous maintenance agreement for each of the Tyler Software Products listed in the Agreement and (i) in the event a Tyler Software Product is no longer supported, and (ii) Tyler makes available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the Tyler Software Product within five (5) years from the Effective Date of the Agreement, then City, at its sole discretion, may transfer the Tyler Software Product to the Successor Products, for no additional license fees. In the event Client elects to transfer the Tyler software products to the Successor Products as provided herein, Client shall return to Tyler the Tyler software products and pay the then-current maintenance fees for the Successor Products and fees for services and third party hardware and software associated with the transfer to the Successor Products, at Tyler's then current rates.

5. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside

Tyler's normal business hours.

6. Client Responsibilities.

a) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

b) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain a modem connectivity (including PC-Anywhere, if necessary) for backup connectivity purposes. In the event Client uses the Tyler Software Products on a Windows platform, Client will maintain a modem connection through PC-Anywhere. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

7. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the fees set forth in the Investment Summary and paid by Client. Such Maintenance fees reflect and are set in reliance upon this limitation of liability.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").

2. License of System Software.

a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.

b) The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.

c) The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.

d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.

e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.

f) Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. Installation and Acceptance. Unless otherwise noted in Addendum A or in the Investment Summary, the

Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.

- a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
- b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.
- c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

7. Maintenance.

- a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.
- b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.
- c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Article 19 of Section E General Terms and Conditions. In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Invoice Dispute.

- a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice.

Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.

b) Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.

3. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.

b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

4. Indemnification.

a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.

b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's receipt of written notice from Client, the following procedure will apply:

- a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.
- b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

8. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the state of Illinois, with venue in McLean County, Illinois.

9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

14. Termination. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

16. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

17. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

18. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

19. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

- 1) Actually received,
- 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- 3) Upon receipt by sender of proof of email delivery, or
- 4) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
370 US Route 1
Falmouth, ME 04105
Attention: Contracts Manager

City of Bloomington
109 E. Olive Street
Bloomington, IL 61701-5219
Attention: City Clerk

20. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

21. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage (with:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

Additionally, limits shall not be less than \$1,000,000 Bodily Injury and Property Damage (Combined Single Limit). Coverage is to be written on an "occurrence" basis, and to include: Premises Operations, Products/Completed Operations, Independent Contractors, Personal Injury (with Employment Exclusion), Broad Form Property Damage Endorsement, and Contractual Liability under terms of standard commercial general liability (CGL) policy.

22. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

23. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

24. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

25. Shipping. Delivery will be F.O.B. destination.

26. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

27. Tyler Forms Processing. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

28. Payment Terms.

- a) Tyler shall invoice Client \$147,296.25 upon the Effective Date. Such amount equals 25% of the Software fees for all Phases.

b) Tyler shall invoice Client \$147,740 when Tyler has made the Tyler Software Products available to Client for downloading. Such sum equals 50% of the Software fees for Phase 1 (\$124,740) and 100% of the Tyler Unlimited Client Access License fees (\$23,000).

c) Tyler shall invoice Client the Hardware fees of \$1,650 upon delivery of such Hardware.

d) Tyler shall invoice Client \$4,600 upon installation of the Tyler Software Products. Such sum equals: 100% of the year 1 maintenance fee for Tyler Unlimited Client Access (\$4,600).

e) Tyler shall invoice Client \$62,370 (such sum equals 25 % of the Software fees for Phase 1) upon the earlier of:

(i) thirty (30) days from the date (such date not later than November 1, 2011, the Target Live Date set forth in Exhibit 6 – Statement of Work) set forth in the mutually developed project plan for the first productive use of the Tyler Software Products (“Live Production”) for Phase 1, unless Live Production for Phase 1 is postponed by Tyler’s failure to perform, in which event the date for Live Production for Phase 1 will be postponed the corresponding number of days, or

(ii) thirty (30) days from the first day of Live Production for Phase 1.

f) The year 1 Maintenance fees for Phase 1 (\$51,276) for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Tyler will prorate the year 2 Maintenance fees for Phase 1 (\$51,276) from the anniversary of the installation date of the Tyler Software Products through April 30. Subsequent Phase 1 Maintenance fees will be due on May 1 annually thereafter.

g) Tyler shall invoice Client 50% of the Software fees for Phase 2 (\$18,225) and 100% of the Maintenance Fees for Phase 2 (\$7,290), prorated through April 30, upon the earlier of:

(i) the date (such date not later than April 1, 2011, the Target Start Date set forth in Exhibit 6 – Statement of Work) set forth in the mutually developed project plan for the commencement of implementation services for Phase 2 (either consulting, training, or conversion), or

(ii) the date Client provides Tyler with written notice to commence implementation services (either consulting, training, or conversion) for Phase 2.

Subsequent Phase 2 Maintenance fees will be due on May 1 annually thereafter. Notwithstanding the foregoing, Tyler shall not invoice Client Maintenance fees for Phase 2 earlier than one (1) year from installation of the Tyler Software Products.

h) Tyler shall invoice Client \$9,112.50 (such sum equals 25 % of the Software fees for Phase 2) upon the earlier of:

(i) thirty (30) days from the date (such date not later than March 31, 2012, the Target Live Date set forth in Exhibit 6 – Statement of Work) set forth in the mutually developed project plan for Live Production for Phase 2, unless Live Production for Phase 2 is postponed by Tyler’s failure to perform, in which event the date for Live Production for Phase 2 will be postponed the corresponding number of days, or

(ii) thirty (30) days from the first day of Live Production for Phase 2.

i) Tyler shall invoice Client 50% of the Software fees for Phase 3 (\$56,047.50) and 100% of the Maintenance Fees for Phase 3 (\$23,189), prorated through April 30, upon the earlier of:

- (i) the date (such date not later than December 31, 2011, the Target Start Date set forth in Exhibit 6 – Statement of Work) set forth in the mutually developed project plan for the commencement of implementation services for Phase 3 (either consulting, training, or conversion) or
- (ii) the date Client provides Tyler with written notice to commence implementation services (either consulting, training, or conversion) for Phase 3.

Subsequent Phase 3 Maintenance fees will be due on May 1 annually thereafter. Notwithstanding the foregoing, Tyler shall not invoice Client Maintenance fees for Phase 3 earlier than one (1) year from installation of the Tyler Software Products.

j) Tyler shall invoice Client \$28,023.75 (such sum equals 25 % of the Software fees for Phase 3) upon the earlier of:

- (i) thirty (30) days from the date (such date not later than October 1, 2012, the Target Live Date set forth in Exhibit 6 – Statement of Work) set forth in the mutually developed project plan for Live Production for Phase 3, unless Live Production for Phase 3 is postponed by Tyler's failure to perform, in which event the date for Live Production for Phase 3 will be postponed the corresponding number of days, or
- (ii) thirty (30) days from the first day of Live Production for Phase 3.

k) Tyler shall invoice Client 50% of the Software fees for Phase 4 (\$95,580) and 100% of the Maintenance Fees for Phase 4 (\$43,632), prorated through April 30, upon the earlier of:

- (i) the date (such date not later than June 30, 2012, the Target Start Date set forth in Exhibit 6 – Statement of Work) set forth in the mutually developed project plan for the commencement of implementation services for Phase 4 (either consulting, training, or conversion) or
- (ii) the date Client provides Tyler with written notice to commence implementation services (either consulting, training, or conversion) for Phase 4.

Subsequent Phase 4 Maintenance fees will be due on May 1 annually thereafter. Notwithstanding the foregoing, Tyler shall not invoice Client Maintenance fees for Phase 4 earlier than one (1) year from installation of the Tyler Software Products.

l) Tyler shall invoice Client \$47,790 (such sum equals 25 % of the Software fees for Phase 4) upon the earlier of:

- (i) thirty (30) days from the date (such date not later than March 31, 2013, the Target Live Date set forth in Exhibit 6 – Statement of Work) set forth in the mutually developed project plan for Live Production for Phase 4, unless Live Production for Phase 4 is postponed by Tyler's failure to perform, in which event the date for Live Production for Phase 4 will be postponed the corresponding number of days, or
- (ii) thirty (30) days from the first day of Live Production for Phase 4.

m) Tyler shall invoice the Project Planning Services fee of \$8,000 upon delivery of the Implementation Planning document.

n) Tyler shall invoice Client a 50% deposit for each respective interface/modification upon delivery of specifications and 50% thirty (30) days from delivery of the interface/modification provided the

applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110-2704, USA.

11.2 U.S. Government Licensing of Adobe Technology. Licensee agrees that when licensing Adobe Software for acquisition by the U.S. Government, or any contractor thereof, Licensee will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

12. Compliance with Licenses. Adobe may, at its expense, and no more than once every twelve (12) months, appoint its own personnel or an independent third party to verify the number of copies and installations, as well as usage of the Adobe software by Licensee. Any such verification shall be conducted upon seven (7) business days notice, during regular business hours at Licensee's offices and shall not unreasonably interfere with Licensee's business activities. Both Adobe and its auditors shall execute a commercially reasonable non-disclosure agreement with Licensee before proceeding with the verification. If such verification shows that Licensee is using a greater number of copies of the Software than that legitimately licensed, or are deploying or using the Software in any way not permitted under this Agreement and which would require additional license fees, Licensee shall pay the applicable fees for such additional copies within thirty (30) days of invoice date, with such underpaid fees being the license fees as per Adobe's then-current, country specific, license fee list. If underpaid fees are in excess of five percent (5%) of the value of the fees paid under this Agreement, then Licensee shall pay such underpaid fees and Adobe's reasonable costs of conducting the verification.

13. Third-Party Beneficiary. Licensee acknowledges and agrees that Adobe's licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.

Adobe is either a registered trademark or trademark of Adobe Systems Incorporated in the United States and/or other countries.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.

City of Bloomington

By: 

By: 

Name: Richard E. Peterson, Jr.

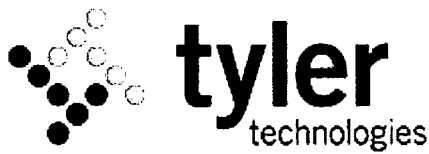
Name: Stephen F. Ostockton

Title: President - ERP and School Dist.

Title: Mayor

Date: 10-29-10

Date: October 26, 2010



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

Invoice

Invoice No	Date	Page
045-332760	04/01/2021	1 of 3

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then
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	153345		USD	NET45	05/16/2021

Date	Description	Units	Rate	Extended Price
Contract No.: BLOOMINGTON, IL				
	TYLER UNLIMITED CLIENT ACCESS MAINTENANCE	1	4,600.00	4,600.00
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	TYLER FORM PROCESSING SUPPORT	1	3,878.32	3,878.32
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	22,339.12	22,339.12
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	5,082.16	5,082.16
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - BID MANAGEMENT	1	3,071.64	3,071.64
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	4,747.06	4,747.06
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	1	4,747.06	4,747.06
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	6,701.74	6,701.74
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT	1	3,071.64	3,071.64
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	6,143.27	6,143.27
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	2,792.41	2,792.41
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	4,607.44	4,607.44
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES	1	7,756.65	7,756.65
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD	1	4,607.44	4,607.44
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - APPLICANT TRACKING	1	1,535.82	1,535.82
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	3,211.27	3,211.27
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE	1	6,562.12	6,562.12
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	8,935.67	8,935.67
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			



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

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Invoice No	Date	Page
045-332760	04/01/2021	2 of 3

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

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

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

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41401 - MAIN - MAIN	153345		USD	NET45	05/16/2021

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	5,584.78	5,584.78
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - STANDARD FUEL INTERFACE	1	1,061.11	1,061.11
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - WORK ORDERS, FLEET & FACILITIES MANAGEMENT	1	8,446.98	8,446.98
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT	1	11,945.23	11,945.23
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - MUNIS MAPLINK	1	4,607.44	4,607.44
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS	1	11,448.80	11,448.80
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE	1	3,685.95	3,685.95
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	6,757.58	6,757.58
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - INTERFACE TO BMI TRACKING	1	1,061.11	1,061.11
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - INVENTORY	1	6,757.58	6,757.58
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - PERFORMANCE BASED BUDGETING	1	8,097.94	8,097.94
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT	1	2,513.16	2,513.16
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - TYLER INCIDENT MANAGEMENT	1	8,377.19	8,377.19
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - BUSINESS & VENDOR SELF SERVICE	1	4,747.06	4,747.06
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE	1	6,143.27	6,143.27
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	8,377.19	8,377.19
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - CAFR STATEMENT BUILDER	1	3,491.01	3,491.01
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			



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Tyler Technologies, Inc.
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045-332760	04/01/2021	3 of 3

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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41401 - MAIN - MAIN	153345		USD	NET45	05/16/2021

Date	Description	Units	Rate	Extended Price
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City Manager, Tim Gleason Approval

Date Signed

RECEIVED
Date: 5/11/21 - 4/30/22
Name (Print): M. Horvath
Comments: 10011610-70530-300045

****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	207,494.21
Sales Tax	0.00
Invoice Total	207,494.21

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 & #: Tyler Technologies, Inc.
#2002

Amount: \$207,494.21

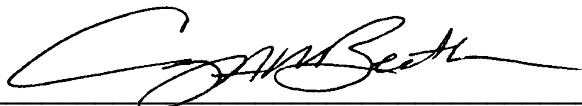
Date: 4/14/2021

Description of item/services: Annual software license maintenance and support renewal covering various modules of the City's MUNIS Enterprise Resource Planning (ERP) system

Justification:

In 2010, the City selected MUNIS, from Tyler Technologies as the Enterprise Resource Planning (ERP) platform and service. The ERP platform provides Financials, Payroll, Human Resource, Community Development, Utility Billing, and inventory functionality (among others) city-wide. As such, it is critical to keep software maintenance, support, and updates active on the system. It is only possible to obtain this maintenance/support for MUNIS 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.



4/15/2021

(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):

Carla Murillo

4/19/2021 | 2:27 PM CDT

Name and Signature of Purchasing Agent or Designee

Date



CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: May 10, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 2

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

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4d. Improved neighborhood infrastructure

-Objective 4c. Preservation of property/home valuations

BACKGROUND: The subject property, 2813 Breezewood Boulevard, is located west of Breezewood Boulevard, across from Cedar Ridge Elementary School. The property is approximately 0.507 acres and is currently platted as an outlot. Separately, the property owner is also requesting approval of a final plat to replat the subject property so that it can be improved with a single-family home. The property abuts single-family homes to the south (zoned R-1C) and unincorporated commercial property improved with a church to the west (zoned C-Commercial). The property is across from a detention basin and can be accessed by Breezewood Boulevard. The subject property is currently zoned P-2, Public Lands and Institutions. The P-2 District permits public uses or private uses that serve a public purpose. Generally, the District is applied to larger lots.

The petitioner is requesting the map amendment to change a portion of the property from P-2 Public Lands and Institutions to R-1C, Single Family Residence District. The proposed district allows a density of up to 8 units per acre with a minimum lot requirement of 5,400 square feet. The R-1C District only permits single-family homes. A list of permitted uses in the R-1C District is available online at <https://ecode360.com/34414681>. The proposed map amendment is consistent with zoning of residential properties located within the Cedar Ridge Subdivision.

The Planning Commission held a public hearing on the requested amendment on April 14, 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 8-0-1. The recommendation is consistent with the staff recommendation.

The Planning Commission packet from April 14, 2021 is available online at <https://www.cityblm.org/home/showpublisheddocument/26149/637534044943170000>. 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.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, April 14, 2021. The City published notice of the hearing in *The Pantagraph* on Monday March 22, 2021. Courtesy notices were mailed to 33 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 vacant property adding to the City's tax base and potentially increasing future revenues for the city.

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan's Future Land Use map identifies the subject property as low-density residential. The property is classified as a Tier-1 Infill Redevelopment Priority on the Land Use Priorities map. The proposed map amendment promotes the following goals and objectives of the Bloomington Comprehensive Plan: H.1 Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington. H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of type, size, ages, densities, tenancies, and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family-habits. UEW-1.2b Prioritize new development where City services are available or can be extended efficiently and economically. This can be done through annexation policies and development review process.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

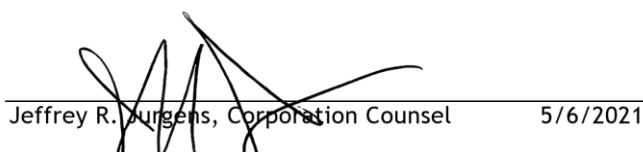
Reviewed by:


Melissa Holt, Economic and Community Development Director

5/6/2021


Chris Tomertin, Budget Manager

5/6/2021


Jeffrey R. Jurgens, Corporation Counsel

5/6/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- E&CD 1B Ordinance _ Zoning Map Amendment 2813 Breezewood Blvd
- E&CD 1C Minutes 4.14.21 Z-08-21

ORDINANCE NO. 2021 - _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM P-2 PUBLIC LANDS AND INSTITUTIONS DISTRICT TO R-1C SINGLE-FAMILY RESIDENTIAL DISTRICT FOR THE PROPERTY LOCATED AT 2813 BREEZEWOOD BOULEVARD (PIN: 21-21-252-001) 0.507 ACRES MORE OR LESS

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 a half of an acre located at 2813 Breezewood Boulevard (PINs: 21-21-252-001) (hereinafter, “the property”), legally described in Exhibit “A”, 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 P-2 Public Lands and Institutions District to R-1C Single-Family Residence 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 R-1C Single-Family Residence 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 adopts the findings of fact made by the Planning Commission.
3. The petition requesting to rezone the property commonly described as a half of an acre located at 2813 Breezewood Boulevard (PINs: 21-21-252-001) legally described in Exhibit “A” is hereby approved.
4. This Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 10th 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

2813 Breezewood Boulevard

PIN: 21-21-252-001

PART OF THE NORTHEAST $\frac{1}{4}$, SECTION 21, TOWNSHIP 23 N, RANGE 2 E, PF THE 3RD P.M., CITY OF BLOOMINGTON, MCLEAN COUNTY, IL, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

OUTLOT 36 OF CEDAR RIDGE SUBDIVIION, BLOOMINGTON ILLIONIS, AS RECORDED AS DOCUMENT NUMBER 2009-00001507 IN THE OFFICE OF THE MCLEAN COUNTY RECORDER'S OFFICE.

SAID REAL ESTATE ENCOMPASSING 0.507 ACRES, MORE OR LESS, ALL BEING SITUATED IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

Z-08-21 Public hearing, review, and action on a petition submitted by Mark Tomac to request approval of a zoning map amendment from P-2, Public Lands and Institutions District to R-1C, Single-Family Residence District, for the property located at 2813 Breezewood Boulevard (PIN: 21-21-252-001), 0.507 acres more or less. (Ward 2)

Ms. Simpson introduced the item and presented staff's recommendation of approval of the zoning map amendment. The rezoning is intended to facilitate the development of a single-family home on the property. She explained that the property has been vacant for several years but has access to City services and infrastructure as part of the Cedar Ridge subdivision, and detailed the site's unsuitability to uses permitted under the current zoning classification due to its relatively smaller size.

Ms. Headean inquired as to the procedural requirements entailed in submitting a rezoning request and final plat petition simultaneously. Ms. Simpson explained the process.

Mr. Stanczak recused himself from consideration of the item due to his employer's interest in the subdivision.

Mr. Mohr asked for context as to the subdivision's history and how the outlot came to be zoned as it is. Ms. Simpson offered her guess as to it being related to the curvature of the street or location of utilities.

Mark Tomac, 2412 Clearwater Ave Apt#2, was sworn in for testimony.

Mr. Mohr motioned to establish findings of fact. Mr. Muehleck seconded. Roll call vote: Mr. Stanczak - Abstain, Mr. Danenberger—Yes; Mr. Boyd - Yes; Mr. Muehleck—Yes; Mr. Mr. Krieger - Yes; Mr. Mohr—Yes; Ms. McCann—Yes; Ms. Monteny—Yes, Chairperson Headean - Yes. The motion was approved (8-0-1).

Mr. Mohr motioned to recommend approval of the rezoning. Mr. Krieger seconded. Roll call vote: Mr. Stanczak - Abstain, Mr. Danenberger—Yes; Mr. Boyd - Yes; Mr. Muehleck—Yes; Mr. Mr. Krieger - Yes; Mr. Mohr—Yes; Ms. McCann—Yes; Ms. Monteny—Yes, Chairperson Headean - Yes. The motion was approved (8-0-1).



CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: May 10, 2021

SPONSOR: Public Works Department

WARD IMPACTED: Ward 2

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

RECOMMENDED MOTION:

The proposed Ordinance be approved, subject to the petitioner providing the required sureties for public improvements.

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

BACKGROUND: Public Works is recommending approval of an Ordinance approving the Final Plat of Replat of Outlot 36 Cedar Ridge Subdivision, subject to the petitioner providing the necessary sureties for public improvements. A surety, such as a bond or letter of credit, is collected to assure construction of public improvements. This subdivision is located west of Breezewood Blvd and North of Springdale Ave. The proposed final plat replats Outlot 36 to a lot of record, Lot 36. The proposed lot configuration is consistent with the Subdivision's Amended Preliminary Plan approved by Council on September 28, 2015 (Ord. 2015-064). The existing Parcel Identification Number (PIN) for the property being platted is 21-21-252-001.

The zoning in this area is P-2, Public Land and Institutions, and R-1C, Single-Family Residence District. The property owner has submitted to rezone this property from P-2 to R-1C. Approval of this final plat will facilitate construction of a new residence. The proposed use is permitted in this zoning district. The petition requests a waiver of preliminary plan and qualifies for the expedited final plat process. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plat.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Marc Tomac.

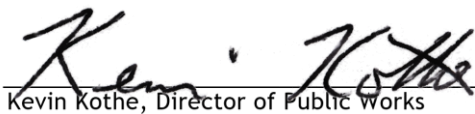
FINANCIAL IMPACT: Marc Tomac paid all survey and plat costs. Sureties are due as part of this subdivision. See tap-on/surety attachment for additional information. Approval of the Final Plat will facilitate investment and development in vacant property, primarily utilizing existing infrastructure.

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan's Future Land Use map identifies the subject property as low-density residential. The property is classified as a Tier-1 Infill Redevelopment Priority on the Land Use Priorities map. The proposed map amendment promotes the following goals and objectives of the Bloomington Comprehensive Plan: H.1 Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington. H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of type, size, ages, densities, tenancies, and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family-habits. UEW-1.2b Prioritize new development where City services are available or can be extended efficiently and economically. This can be done through annexation policies and development review process.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:


Kevin Kothe, Director of Public Works

4/26/2021


Melissa Hottel, Economic and Community Development Director

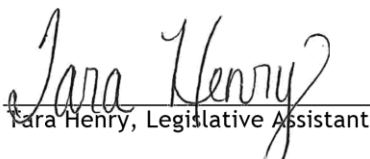
5/2/2021


Chris Tomerlin, Budget Manager

5/3/2021

George Boyle
George Boyle, Assistant Corporation Counsel

5/3/2021


Tara Henry, Legislative Assistant

5/6/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 2B Ordinance and Legal Description_Replat of Outlot 36 Cedar Ridge Subdivision Final Plat 05102021
- PW 2C Final Plat_Replat of Outlot 36 Cedar Ridge Subdivision Final Plat 05102021
- PW 2D Petition_Replat of Outlot 36 Cedar Ridge Subdivision Final Plat 05102021
- PW 2E County Clerks Certificate_Replat of Outlot 36 Cedar Ridge Subdivision Final Plat 05102021
- PW 2F Owners Certificate_Replat of Outlot 36 Cedar Ridge Subdivision Final Plat 05102021
- PW 2G School District Certificate_Replat of Outlot 36 Cedar Ridge Subdivision Final Plat 05102021
- PW 2H Final Plat Checklist_Replat of Outlot 36 Cedar Ridge Subdivision Final Plat 05102021
- PW 2I Final Plat Map_Replat of Outlot 36 Cedar Ridge Subdivision Final Plat 05102021
- PW 2J Tap On Memo_Replat of Outlot 36 Cedar Ridge Subdivision Final Plat 05102021

ORDINANCE NO. 2021 - ____

**AN ORDINANCE APPROVING THE FINAL PLAT OF REPLAT OF OUTLOT 36 CEDAR
RIDGE SUBDIVISION**

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Replat of Outlot 36 Cedar Ridge Subdivision, dated March 11, 2021, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests no exemptions or variations other than waiver from preliminary plan from the provisions of the Bloomington City Code, 1960, as amended; and

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

WHEREAS, said Petition qualifies for the expedited final plat process set forth in Chapter 24 of the Bloomington City Code, 1960, as amended.

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

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

SECTION 2. That the Final Plat of Replat of Outlot 36 Cedar Ridge Subdivision, dated March 11, 2021 is hereby approved.

SECTION 3. This ordinance shall be effective immediately after the date of its passage and approval.

SECTION 4. This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 10th 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

PART OF THE NORTHEAST $\frac{1}{4}$, SECTION 21, TOWNSHIP 23 N, RANGE 2 E, PF THE 3RD P.M., CITY OF BLOOMINGTON, MCLEAN COUNTY, IL., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

OUTLOT 36 OF CEDAR RIDGE SUBDIVISION, BLOOMINGTON ILLINOIS, AS RECORDED AS DOCUMENT NUMBER 2008-00001507 IN THE OFFICE OF THE MCLEAN COUNTY RECORDER'S OFFICE.

SAID REAL ESTATE ENCOMPASSING 0.507 ACRES, MORE OR LESS, ALL BEING SITUATED IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

SURVEYORS CERTIFICATION:

I, THEODORE P. HARTKE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3594 DO HEREBY CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, PART OF THE NORTHEAST 1/4, SECTION 21, TOWNSHIP 23 N, RANGE 2 E, PF THE 3RD P.M., CITY OF BLOOMINGTON, MCLEAN COUNTY, IL., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

OUTLOT 36 OF CEDAR RIDGE SUBDIVISION, BLOOMINGTON ILLINOIS, AS RECORDED AS DOCUMENT NUMBER 2008-00001507 IN THE OFFICE OF THE MCLEAN COUNTY RECORDER'S OFFICE.

SAID REAL ESTATE ENCOMPASSING 0.507 ACRES, MORE OR LESS, ALL BEING SITUATED IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

FOR THE PURPOSE OF SUBDIVIDING SAID LAND INTO ONE LOT TO BE KNOWN AS LOT 36 OF THE REPLAT OF OUTLOT 36 WITH DIMENSIONS IN FEET AND DECIMALS THEREOF. THE EASEMENTS OF THIS PLAT WERE PREVIOUSLY DEDICATED PER FINAL PLAT OF CEDAR RIDGE SUBDIVISION, RECORDED AS DOCUMENT NO. 2008-00001507. MONUMENTS HAVE BEEN OR WILL BE PLACED AS SHOWN ON THIS PLAT, AND THE SUBDIVISION SHALL BE KNOWN AS "REPLAT OF OUTLOT 36 OF CEDAR RIDGE SUBDIVISION TO CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS. (PIN # 21-21-252-001)

I FURTHER CERTIFY THAT THE PROPERTY IS NOT LOCATED WITHIN A PUBLISHED SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ACCORDING TO "FIRM" (FLOOD INSURANCE RATE MAP) OF MCLEAN COUNTY, IL. COMMUNITY PANEL NO. 17113C0503E, HAVING AN EFFECTIVE DATE OF JULY 16, 2008.

I HEREBY DESIGNATE, IN ACCORDANCE WITH P.A. 87-0705, (THE "PLAT ACT"), THAT THE CITY OF BLOOMINGTON, ILLINOIS MAY RECORD THIS FINAL PLAT OF WHICH A TRUE COPY HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

March 11, 2021

DATE.

THEODORE P. HARTKE, PE, PLS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3594
EXPIRES NOVEMBER 30, 2022



OWNER'S AND ENGINEER'S DRAINAGE STATEMENT:

To the best of our knowledge and belief, provisions have been made for the collection and diversion of surface waters in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining parcels because of construction of the subdivision.

03-11-21

DATE

MARK TOMAC
Owner

03-11-21

DATE

THEODORE P. HARTKE, PE
ILLINOIS PROFESSIONAL ENGINEER NO. 062-058323
EXPIRES NOVEMBER 30, 2021



**REPLAT OF OUTLOT 36
CEDAR RIDGE SUBDIVISION**

Located in the NE. 1/4

*Section 21, Township 23 N, Range 2 E, 3rd P.M.
City of Bloomington, McLean County, IL.*

CITY ENGINEER CERTIFICATE:

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, _____, City Engineer for the city of Bloomington, Illinois, hereby certify that the land improvements described in the annexed plat and the plans and specifications therefor meet the minimum requirements of said City outlined in Chapter 24 of the Bloomington City Code.

Dated at Bloomington, Illinois, this _____ day of _____, 2021.

CITY CLERK'S CERTIFICATE:

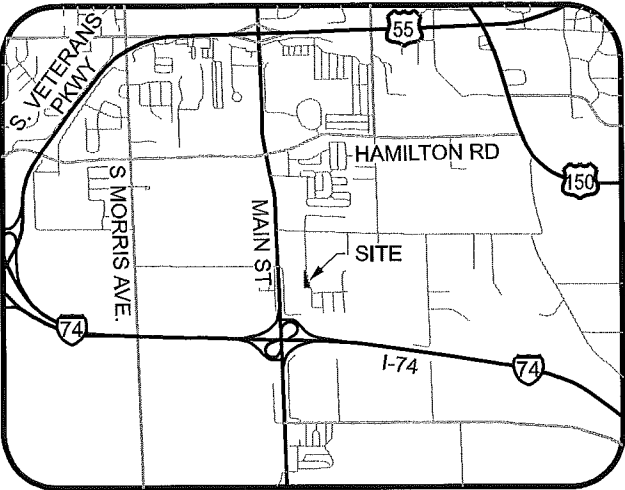
STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, _____, City Clerk of said City, do hereby certify that the foregoing is a true and complete copy of an original _____ presented, passed and approved at a regular meeting of said City Council held on _____ the day _____ of, 2021, by an affirmative vote of the majority of all members selected to said Council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and seal of said City of Bloomington, this _____ day of _____, A.D. 2021.

City Clerk

SPACE RESERVED FOR RECORDING OFFICER



LOCATION MAP

NOT TO SCALE

OWNER / DEVELOPER:

MARK TOMAC
2412 CLEARWATER AVE. APT. 2
BLOOMINGTON, IL. 61704
(248) 309-1332

DATE OF PREPARATION: 03/11/21

PROJECT ID: 20037000



HARTKE
Engineering & Surveying, Inc.

117 S. East Avenue | P.O. Box 123 | Ogden, IL. 61859
101 W. Ottawa Road | Paxton, IL. 60957
Phone No. (217) 840-1612
Illinois Professional Design Firm No. 184006128

SHEET NO.

1

OF 2 SHEETS

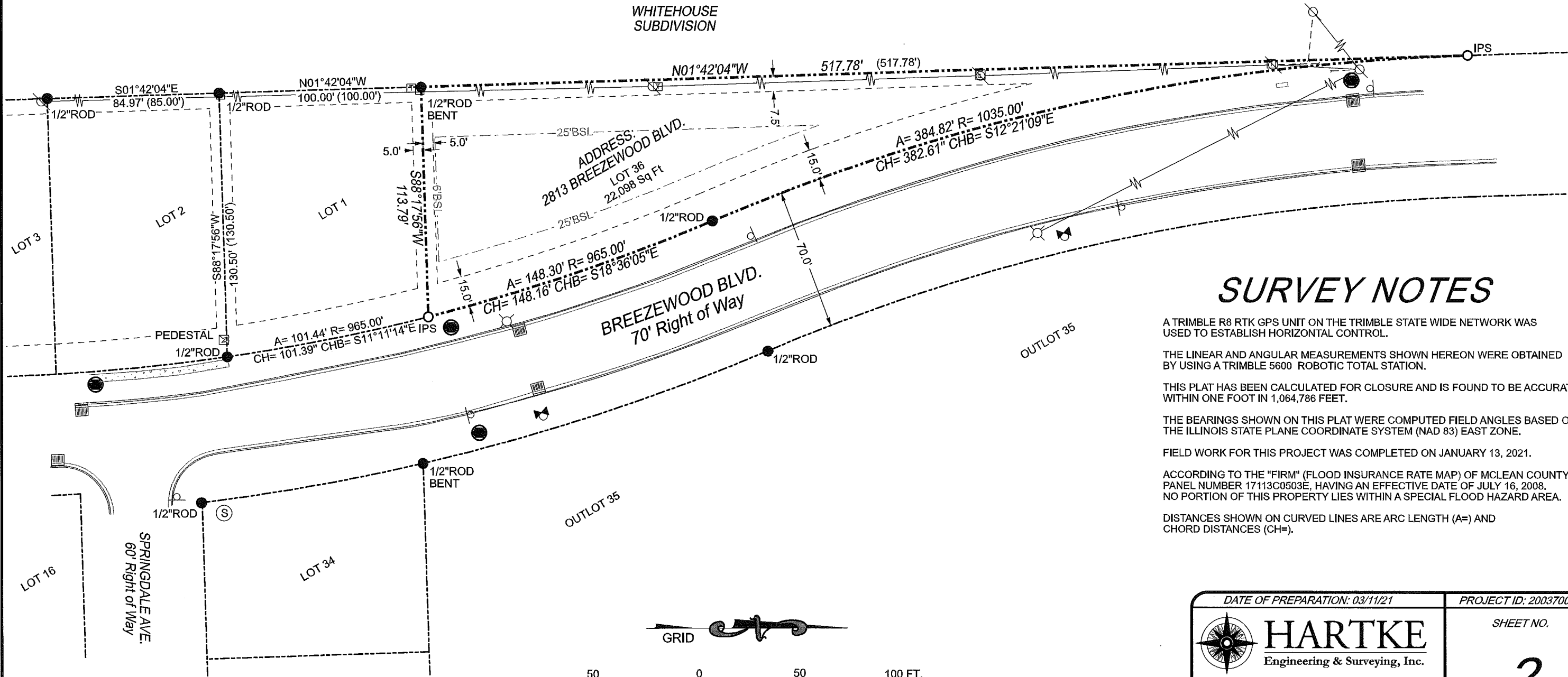
REPLAT OF OUTLOT 36
CEDAR RIDGE SUBDIVISION

Located in the NE. 1/4
Section 21, Township 23 N, Range 2 E, 3rd P.M.
City of Bloomington, McLean County, IL.

LEGEND

-----	PROPERTY LINE	□	TELEPHONE PEDESTAL (TP)
- - - - -	EASEMENT LINE	○	FIRE HYDRANT (FH)
=====	CURB AND GUTTER (C&G)	⋈	WATER VALVE (WV)
XXX.XX'	MEASURED DISTANCE	⌈	ELECTRIC METER (EM)
(XXX.XX')	RECORD DISTANCE	⊗	POWER POLE (PP)
○	IRON PIPE FOUND	⊗	LIGHT POLE (LP)
⊗	PK MAG / NAIL FOUND	⊗	ELECTRIC UTILITY
●	IRON PIPE MONUMENT W/ ALUMINUM CAP STAMPED "IPLS 3594" SET	○	SIGN
Ⓢ	SANITARY MANHOLE (SSMH)	●	STORM MANHOLE GRATED
		⌈	CURB INLET (CI)

SPACE RESERVED FOR RECORDING OFFICER



SURVEY NOTES

A TRIMBLE R8 RTK GPS UNIT ON THE TRIMBLE STATE WIDE NETWORK WAS USED TO ESTABLISH HORIZONTAL CONTROL.

THE LINEAR AND ANGULAR MEASUREMENTS SHOWN HEREON WERE OBTAINED BY USING A TRIMBLE 5600 ROBOTIC TOTAL STATION.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,064,786 FEET.

THE BEARINGS SHOWN ON THIS PLAT WERE COMPUTED FIELD ANGLES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAD 83) EAST ZONE.

FIELD WORK FOR THIS PROJECT WAS COMPLETED ON JANUARY 13, 2021.

ACCORDING TO THE "FIRM" (FLOOD INSURANCE RATE MAP) OF MCLEAN COUNTY, PANEL NUMBER 17113C0503E, HAVING AN EFFECTIVE DATE OF JULY 16, 2008, NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.

DISTANCES SHOWN ON CURVED LINES ARE ARC LENGTH (A=) AND CHORD DISTANCES (CH=).

DATE OF PREPARATION: 03/11/21	PROJECT ID: 20037000
 HARTKE Engineering & Surveying, Inc.	SHEET NO. 2
117 S. East Avenue P.O. Box 123 Ogden, IL. 61859 101 W. Ottawa Road Paxton, IL. 60957 Phone No. (217) 840-1612 Illinois Professional Design Firm No. 184006128	OF 2 SHEETS

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois

)

)ss.

County of McLean

)

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

Now come(s) MARK TOMAC

hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) A which is attached hereto and made a part hereof by this reference, of is are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner (s) seek (s) approval of the Final Plat for the subdivision of said premises to be known and described as
RE PLAT of OUTLOT 36, CEDAR RIDGE SUBDIVISION
3. That your petitioner (s) also seek (s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:
WAIVER of the PRELIMINARY PLAT

WHEREFORE, your petitioner(s) respectfully pray(s) that said Final Plat for the
RE PLAT of OUTLOT 36 CEDAR RIDGE
subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: 

Exhibit A
Legal Description

PART OF THE NORTHEAST 1/4, SECTION 21, TOWNSHIP 23 N, RANGE 2 E,
PF THE 3RD P.M., CITY OF BLOOMINGTON, MCLEAN COUNTY, IL., BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

OUTLOT 36 OF CEDAR RIDGE SUBDIVISION, BLOOMINGTON ILLINOIS, AS
RECORDED AS DOCUMENT NUMBER 2008-00001507 IN THE OFFICE OF THE
MCLEAN COUNTY RECORDER'S OFFICE.

SAID REAL ESTATE ENCOMPASSING 0.507 ACRES, MORE OR LESS, ALL BEING
SITUATED IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

COUNTY CLERK'S CERTIFICATE:

State of Illinois

ss.

County of McLean

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 8 day of March 2021, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael
County Clerk, McLean County, Illinois

21-21-252-001

OWNER'S CERTIFICATE:

State of Illinois

ss.

County of McLean

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Replat of Outlot 36, Cedar Ridge Subdivision to the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Replat of Outlot 36, Cedar Ridge Subdivision" to the City of Bloomington, McLean County, Illinois as laid off in lots by Theodore P. Hartke Registered Illinois Land Surveyor Number 3594; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, and further dedicated the public use areas as shown on said plat.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our signature this

18 day of February, 2021.

[Redacted Signature]

Mark Tomac

State of Illinois

ss.

County of McLean

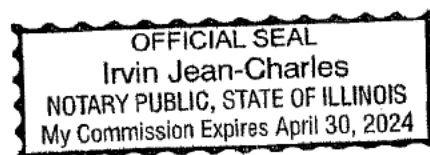
I, Irvin Jean-Charles, a Notary Public in and for the county and State aforesaid, do hereby certify that Mark John Tomac personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 18th day of February, 2021.

[Signature]

Notary Public

My commission expires April 30, 2024



SCHOOL DISTRICT CERTIFICATE:

This is to certify that I Mark Tomac as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Replat Outlot 36, Cedar Ridge Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District # 5 in McLean County, Illinois.

Dated 18 day of February, 2021.

[Redacted Signature]

Owner/Developer

State of Illinois

ss.

County of McLean

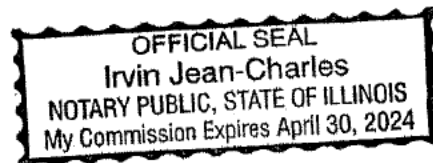
I, Irvin Jean Charles, a Notary Public in and for the county and State aforesaid, do hereby certify that Mark John Tomac personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal 18th day of February, 2021.

[Signature]

Notary Public

My commission expires April 30, 2024.



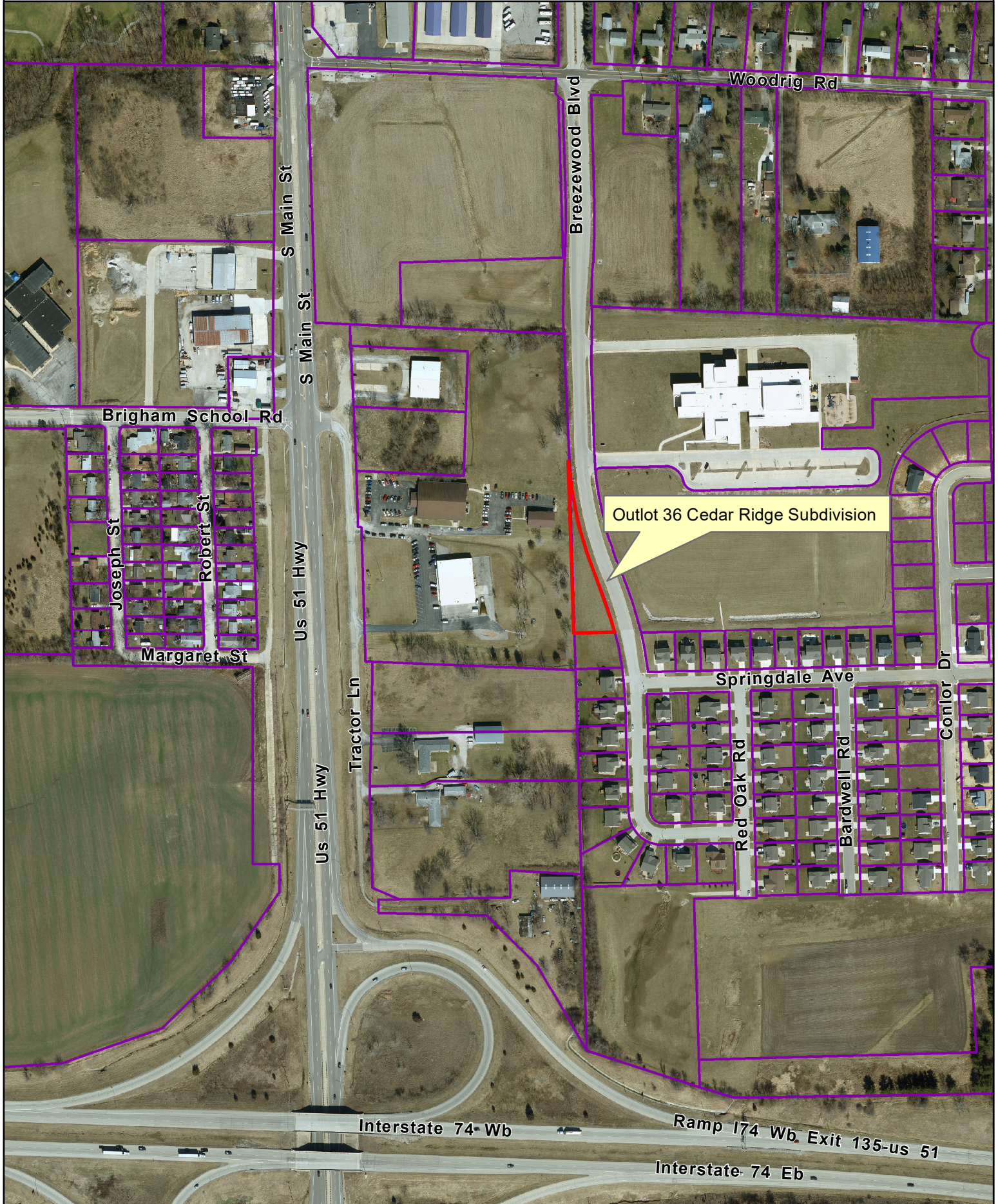


Replat of Outlot 36 Cedar Ridge Subdivision

Date Prepared: 4/21/2021

Shown on Final Plat:		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	N/A
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, Sections lines, or monuments.	TJM
	Name of Subdivision	TJM
	Legal Description	TJM
	Existing Parcel Id Number (PIN)	TJM
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Total Acreage	TJM
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	TJM
The following shall be provided:		
	School District Certificate	TJM
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	TJM
	Owner's Petition	TJM
	Ordinance	TJM
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	TJM
	Digital CAD format submittal provided to Public Works	TJM
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	TJM
	Retains the design characteristics of approved public improvement engineering plans and specifications.	TJM
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	N/A

Replat of Outlot 36
Cedar Ridge Subdivision
Final Plat



April 21, 2021
To: Katie Simpson, City Planner
From: Anthony J. Meizelis, P.E.
Re: Resub of Outlot 36 Cedar Ridge Subdivision
Performance Guarantees and Tap-On Fees

Following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: Resubdivision of Outlot 35 Cedar Ridge Subdivision. The final plat was approved by the City Council on May 10, 2021.

A: The following Performance Guarantee is required:

The sidewalk adjacent to the property is required, however the sidewalk was bonded with the original subdivision. No additional bonding is required.

B: Tap-On Fees:

The following tap-on fees are due per the June 12, 2006 Annexation Agreement with Cedar Ridge, LLC:

		<u>Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	Cedar Ridge Outfall Sewer	52200-57320	\$622.09	\$158.55	\$780.64
2	Woodrig Road Watermain	50200-57320	\$0.00	\$0.00	\$0.00
3	Stormwater Detention	55200-57320	\$0.00	\$0.00	\$0.00
4	Park Land Dedication	70300-57320	\$0.00	\$0.00	\$0.00
5	Annexation	10010-54620	\$0.00	\$0.00	\$0.00
TOTAL TAP-ON FEES:					\$780.64

of residential lots: 1
area: 0.507 acres;

- 1) Cedar Ridge Outfall Sewer: \$1,227 /ac. + (Lesser of 6% interest from Jan 2008 or CPI as calculated from http://www.bls.gov/data/inflation_calculator.htm)
- 2) Woodrig Road Water Main: none, per Agreement.
- 3) Stormwater Detention: none; property is single-family residential.
- 4) Parkland Dedication Fee: none, Parkland dedication handled with overall Cedar Ridge Sub.
- 5) Annexation Fee: none, Zoned R1-C

C: Guarantee Substandard Street Improvement (10 years Bond): =

None

cc: Kevin Kothe, Director of Public Works
Craig Shonkwiler, City Engineer
City Clerk's Office
file



CONSENT AGENDA ITEM NO. 8.H

FOR COUNCIL: May 10, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 7

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

RECOMMENDED MOTION:

The proposed License be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
- Objective 3a. Retention and growth of current local businesses

BACKGROUND: CBOCS West, Inc., Applicant, is currently in operation at 502 Brock Dr. The Applicant appeared before the Liquor Commission on April 13, 2021 seeking to add a Class RBPS (Restaurant, Beer and Wine Only, Package and Sunday Sales) liquor license; however, during the Liquor Commission meeting, their attorney explained that they no longer wished to sell package liquor and wished to change their request to a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) liquor license.

The Liquor Commission accepted the change in request and unanimously agreed to send the item to Council with a positive recommendation (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 April 3, 2021 a public notice was published in *The Pantagraph* and 4 notices were mailed to properties within 500 feet of the business.

FINANCIAL IMPACT: The current annual license fee for a Class RBS liquor license is \$1,350, 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

5/5/2021



Chris Tomerlin, Budget Manager

5/6/2021

George Boyle

George Boyle, Assistant Corporation Counsel

5/6/2021



Tara Henry, Legislative Assistant

5/6/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 2B Cracker Barrel App_Class RBPS_Redacted
- CLK 2C 04-13-2021 DRAFT Liquor Commission Minutes_Cracker Barrel

March 22, 2021

City Clerk Requirement Verification Memo

To: Liquor Commission Review

Re: Legal Name: CBOCS West, Inc.

D/B/A Name: Cracker Barrel Old Country Store #125

Dear Reviewer,

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

- Articles of Incorporation
- Proof of Good Standing with the State of Illinois
- Proof of Registered DBA with State of Illinois
- Financial Information
- A Lease between Herschel O. Brock, Trustee of McLean County Land Trust dated December 10, 1990, and Cracker Barrel Old Country Store, Inc. for the term May 1, 1991 to May 1, 2011, which was amended on September 12, 2011 to allow for a the legal name change of CBOCS, Inc. (formally known as Cracker Barrel Old Country Store, Inc.) and the addition of four options to extend for 5 year terms in 2011, 2016, 2021, and 2026.
- Assumption of Lease between Cracker Barrel Old Country Store, Inc. to CBOCS West, Inc.
- Food Permit issued to Cracker Barrel #125 by the McLean County Health Department
- Certificate of Liability Insurance (DRAM Shop)
- 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

JAMES L. WEBSTER



February 11, 2021

VIA UPS

Mayor Tari Renner
City of Bloomington
109 E. Olive St.
Bloomington, IL 61701

RE: CRACKER BARREL - 502 Brock Dr.

Dear Mayor Renner:

As you are aware, this firm represents CBOCS West, Inc. ("Cracker Barrel" or "Licensee") regarding licensure and regulatory matters in Illinois. Cracker Barrel is excited to expand their customer offerings in Illinois to include the sale of beer and wine, as well as expand their outdoor dining options, where available.

Enclosed please find a "RBPS" liquor license application, including application fee and supplementary materials. If there are any meetings or hearing required, please let us know so we may ensure attendance at same.

Should you have questions or concerns or need anything further please do not hesitate to contact our Director of Licensing Terra Westhaus, at [REDACTED] Thank you for your consideration.

Sincerely,
Webster Law Partners, P.C.

/s/ James L. Webster

JLW:tw
Cc: Leslie Yocum, City Clerk
Cc: Cracker Barrel Old Country Store, Inc.

320 W. Ohio
Suite 501
Chicago, IL 60654
312.587.8800
[REDACTED]



Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	CBOCS WEST, INC.
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	CRACKER BARREL OLD COUNTRY STORE #125
Legal Entity Address (including City, State, and Zip)	307 Hartmann Drive Lebanon, TN 37087
Legal Entity Phone Number	800-333-9566
Legal Entity Email Address	alcohollicensing@crackerbarrel.com
Establishment Address including Zip	502 Brock Dr. Bloomington, IL, 61701
Establishment Phone Number	(309) 829-3155
Establishment Email Address	
*Email Address for <u>all</u> City Communications:	

**Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.*

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
WEBSTER LAW PARTNERS, PC 320 W. OHIO STE.	501 CHICAGO	IL	60654
Phone Number	Email Address		
312-587-8800			

Contact Information for the Legal Entity's Agent: (If applicable)

Name (First & Last)	City	State	Zip
C T CORPORATION SYSTEM 208 S. LASALLE ST, SUITE 814	CHICAGO	IL	60604
Phone Number	Email Address		
(312) 263-1414			

Contact Information for the Establishment's General Manager: (If different than above)

Name (First & Last)	City	State	Zip
Amanda Eberle	Bloomington	IL	61701
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only <i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$450	\$900	\$500	\$1,000
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$112.50	\$225	\$150	\$300
	Curbside Pick-Up and Delivery of Alcohol	\$275	\$550	\$300	\$600
	Outdoor Consumption Area	-	-	-	-



Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

1. Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**

☐ **Partnership** (Date of Formation: _____)

☐ **Limited Liability Company (LLC)**

☒ **Corporation** (Inc. or Corp.)

A copy of the Articles of Organization must be attached.

A copy of the Articles of Incorporation must be attached.

2. Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

3. ☐ Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☒ No
☐ N/A

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

1. I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.

☒ Yes ☐ No Are citizens of the United States.

☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).

☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.

☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.

2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☐ Yes ☒ No Are any of the persons listed under ownership a resident of McLean County?

2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?

3. ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?

4. ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☐ Yes ☒ No Is the premises for which the license is sought owned?
5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
- ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? If yes, please explain: _____

Nature of License:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) EXISTING RESTAURANT ADDING INCIDENTAL BEER AND WINE SALES.
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) RBPS
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☒ Yes ☐ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
5. ☒ Yes ☐ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: CUSTOMER REQUESTS; TO PROVIDE A FULL DINING EXPERIENCE.
7. If approved, how would the liquor license benefit the City and its residents? CUSTOMERS HAVE REQUESTED IT.
8. ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? If yes, please explain: _____
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? 95% OR MORE OF SALES WILL CONTINUE TO BE FROM FOOD.
11. If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	7:00 AM - 9:00 PM	
Tuesday:	7:00 AM - 9:00 PM	
Wednesday:	7:00 AM - 9:00 PM	
Thursday:	7:00 AM - 9:00 PM	
Friday:	7:00 AM - 10:00 PM	
Saturday:	7:00 AM - 10:00 PM	
Sunday:	7:00 AM - 9:00 PM	

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
COMMERCIAL CORRIDOR
 - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
HOTELS OPERATE 24/7; NEIGHBORING RESTAURANT HOURS VARY.
 - 2B. Is the area predominately residential, are they single or multi-family homes?
N/A
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) CRACKER BARREL IS DIRECTLY ADJACENT TO HWY 55 AND STATE ROUTE 9.
4. How much additional traffic is expected to be generated with a liquor license? NONE.
5. Describe any and all on- and off-street parking: RESTAURANT HAS AMPLE PARKING LOT
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? ZERO.

**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☒ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: APPLICATIONS PENDING IN MULTIPLE JURISDICTIONS.
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? If yes, please explain: _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? If yes, please explain: _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? If yes, please explain: _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? If yes, please explain: _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License (Downtown Area Only)** Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☐ Yes ☒ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Richard Wolfson

Secretary

Title

Signature

Date

2/8/2021

2. STATUS OF BUSINESS

Check the applicable box (sole proprietorship, partnership, Illinois corporation, foreign corporation, or limited liability company) which corresponds to your business' official papers filed with the Office of the Illinois Secretary of State.

Based on the box that you check, provide: the date of the filing of the sole proprietorship with the county clerk; in the case of a partnership, the date of formation of the partnership; in the case of an Illinois corporation, the date of its incorporation; in the case of a foreign corporation, the foreign state where it was incorporated and the date, as well as the date of its becoming qualified under the "Business Corporation Act of 1983" to transact business in the State of Illinois; or in the case of a limited liability company, the date of formation of such entity.

Note: In the case of a sole proprietorship, Section 5/6-2 of the Illinois Liquor Control Act requires that the business owner reside within the jurisdiction that grants the local liquor license. Drivers License copy required.

- A. ☐ Sole Proprietorship
B. ☐ Partnership
C. ☐ Illinois Corporation
D. ☐ Foreign Corporation
E. ☒ Limited Liability Company

- F. ☐ Not-For-Profit
G. ☐ Government
H. ☐ Receivership
I. ☐ Trust/Estate

Date filed with County Clerk: _____
Date of Formation: _____
Date of Incorporation: _____
State of Incorporation: NV
IL Secretary of State File #:
Date Qualified to do Business in IL: 03/03/1997

3. OWNERSHIP INFORMATION

Provide the owner/officer/partner information in accordance with the business status described under Question 2. This information must be submitted for all owners/officers/partners. The same information must be submitted for shareholders with interests equal to or exceeding five percent.

The following information must be provided for each individual applicant, sole proprietor, partner, corporate officer or director (whether or not they own any stock), shareholder owning in the aggregate stock equal to or more than five percent (including officers, directors and shareholders with stock equal to or more than five percent for all corporate shareholders), and/or manager or agent conducting the business. Indicate the total percentage of stock of the corporation, if any, which is held by persons who hold less than a five percent interest. **All not-for-profit organizations and associations must provide the requested information for all corporate officers, directors and managers.** If additional space is needed, provide information on a separate sheet(s) in the same format as this application. **BEFORE COMPLETING THIS SECTION, CHECK QUESTION NO. 7 - ELIGIBILITY.**

For each owner/officer/partner/five percent shareholder, provide full name, home address, city, state, ZIP Code, Social Security number, date of birth, sex, title/position, home telephone number, and percentage ownership. Total percentage ownership should equal 100 percent. If there are a number of shareholders owning less than five percent, indicate the aggregate total of ownership under Line E.

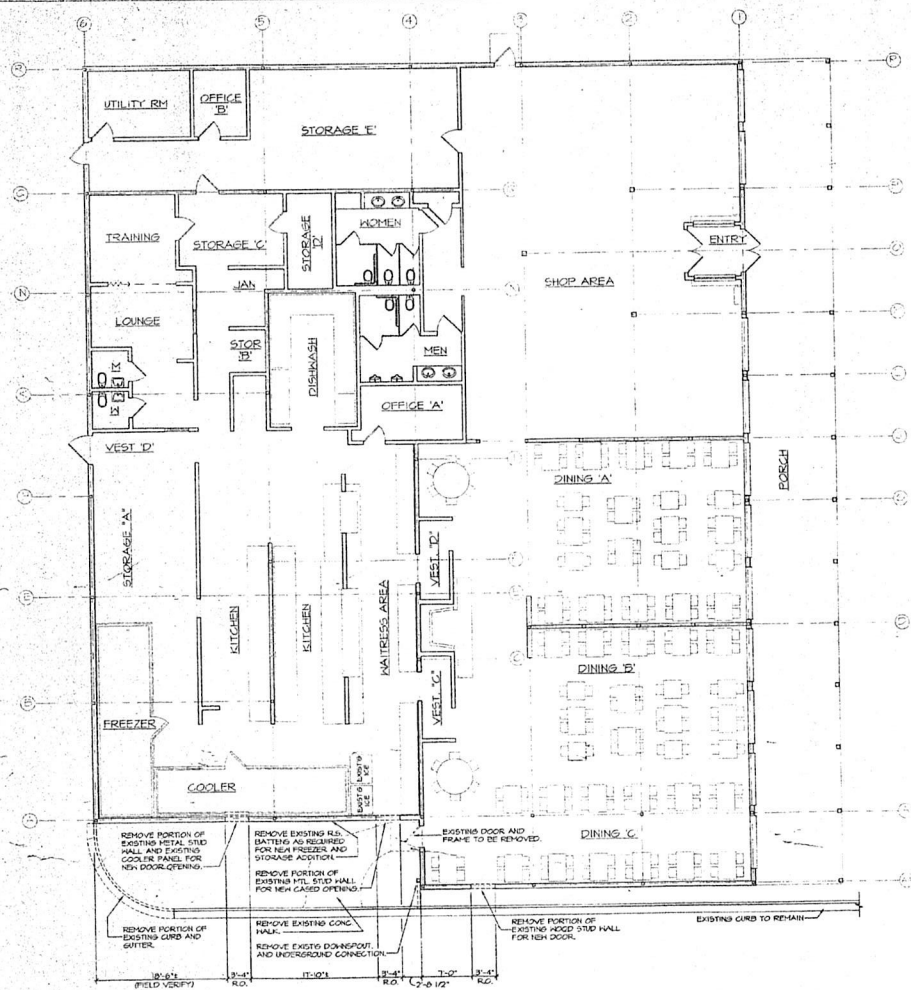
NAME (LAST, FIRST, MIDDLE INITIAL)	HOME ADDRESS	CITY	STATE	ZIP	
CRACKER BARREL OLD COUNTRY STORE, INC	307 Hartmann Drive	LEBANON	TN	37087	
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.	% OWNED
			SOLE SHAREHOLDER	(800) 333-9566	100

NAME (LAST, FIRST, MIDDLE INITIAL)	HOME ADDRESS	CITY	STATE	ZIP	
HACKNEY, MICHAEL		NASHVILLE	TN	37216	
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.	% OWNED
			PRESIDENT		0

NAME (LAST, FIRST, MIDDLE INITIAL)	HOME ADDRESS	CITY	STATE	ZIP	
COUVILLION, DOUG		HENDERSONVIL	TN	37075	
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.	% OWNED
			VICE PRESIDENT/TREASURER		0

NAME (LAST, FIRST, MIDDLE INITIAL)	HOME ADDRESS	CITY	STATE	ZIP	
WOLFSON, RICHARD		NASHVILLE	TN	37215	
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.	% OWNED
			SECRETARY		0

E. Total percentage of all stock held by all persons with less than five percent interest. _____%



OVERALL FLOOR PLAN EXISTING/DEMOLITION

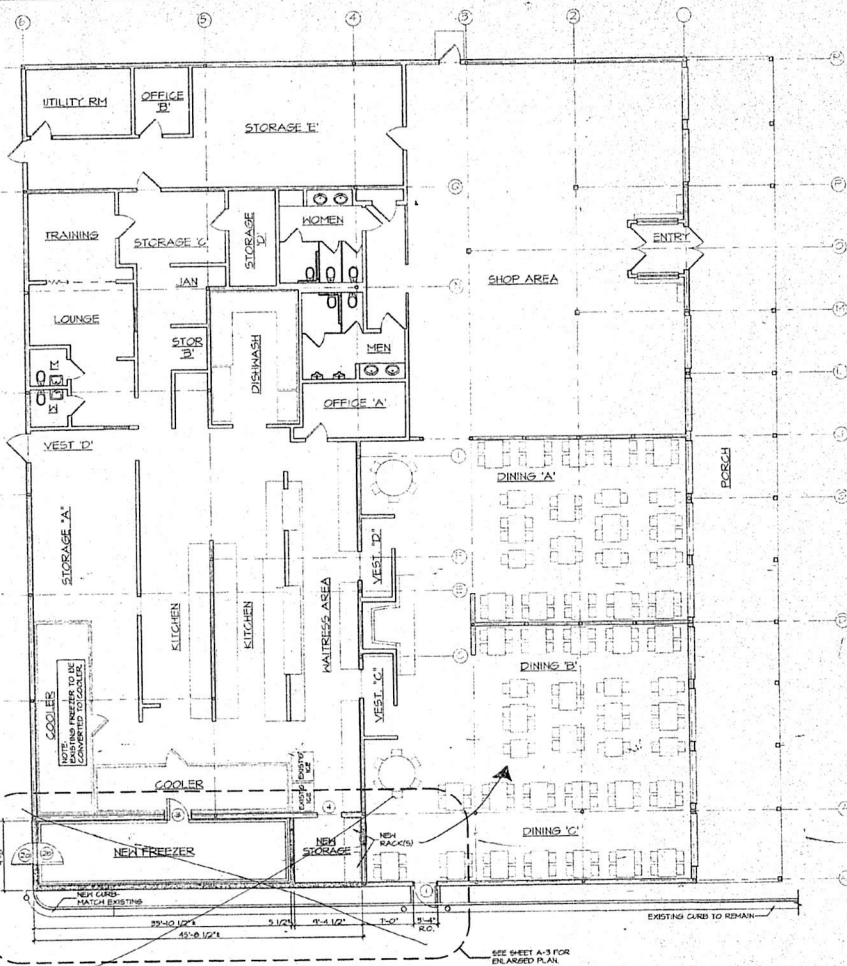
SCALE: 1/8" = 1'-0"

LEGEND

- EXISTING CONSTRUCTION / EQUIPMENT TO BE REMOVED OR RELOCATED.
- - - EXISTING DOOR / FRAME TO BE REMOVED.
- - - EXISTING DOOR / FRAME TO REMAIN.

GENERAL NOTES:

1. EXISTING CONDITIONS AND DIMENSIONS SHALL BE FIELD VERIFIED. OWNER AND/OR ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS AND THE CONSTRUCTION DOCUMENTS PRIOR TO CONSTRUCTION. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VISUALLY VERIFYING THE EXISTING CONDITIONS AND BECOMING FAMILIAR WITH STATE AND LOCAL REQUIREMENTS PRIOR TO BEGINNING WORK. DISCREPANCIES WHICH ARE NOT BROUGHT TO THE ATTENTION OF THE OWNER OR ARCHITECT PRIOR TO COMMENCING CONSTRUCTION SHALL BECOME THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
2. CONTRACTOR TO PATCH & REPAIR ANY AREAS AS REQ'D. NEW EXTERIOR INTERIOR WORK SHALL MATCH EXISTING UNLESS NOTED OTHERWISE.
3. WHEN POSSIBLE, ALL EXISTING CONDITIONS SHALL BE MAINTAINED AND LOCATED WITH SAME SPACING AND SIZE AS EXISTING FRIGES AND FIXTURES. THIS NOTE PERTAINS TO ITEMS SUCH AS FLOORING, LIGHTING, HVAC DIFFUSERS, CEILING PAINT AND BATTING.
4. CONTRACTOR SHALL PROVIDE FOR CONTINUOUS UNINTERRUPTED OPERATION OF EXISTING FACILITY AS REQUIRED BY CRACKER BARREL. PROJECT OF EXISTING FACILITY AS REQUIRED BY CRACKER BARREL. PROJECT OF EXISTING FACILITY AS REQUIRED BY CRACKER BARREL. PROJECT OF EXISTING FACILITY AS REQUIRED BY CRACKER BARREL.
5. GENERAL CONTRACTOR SHALL FURNISH & INSTALL ALL FIXTURES & FINISHES, INCLUDING SURFACES AND SMOKE AS REQUIRED.
6. REFER TO DIMENSIONS GIVEN. DO NOT SCALE FROM DRAWINGS.
7. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COVERING LOCATION OF AND RELOCATION OF (IF NEEDED) EXISTING UTILITIES AND GASES ASSOCIATED WITH RELOCATION. THESE UTILITIES SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING: SPRINKLER, WATER, SEWER, PHONE, ELECTRICAL, GAS AND GREASE TRAP.
8. GENERAL CONTRACTOR SHALL PROVIDE SCD AT ALL DISTURBED AREAS.



OVERALL FLOOR PLAN (NEW WORK)

SCALE: 1/8" = 1'-0"

LEGEND

- 2 x 4 WOOD STUDS @ 12" O.C. UNLESS OTHERWISE NOTED
- EXISTING CONSTRUCTION TO REMAIN
- - - NEW DOOR / FRAME

ADA SCOPE OF WORK

- PROVIDE AN ALTERNATE BID TO PROVIDE ANY OF THE FOLLOWING WORK REQUIRED TO COMPLY WITH ADA STANDARDS. VERIFY EXTENT OF WORK WITH PROJECT MANAGER BEFORE COMMENCING ANY ADA WORK.
1. REWORK EXISTING TOILET PARTITIONS AT PUBLIC RESTROOM TO PROVIDE 52" CLEAR OPENINGS AT EXISTING DOORS OF ACCESSIBLE TOILET STALLS.
 2. INSTALL DRAIN LINE AND HOT WATER LINES BELOW VANITY AT PUBLIC TOILETS.
 3. RELOCATE GRAB BARS IN PUBLIC TOILET TO 33" - 36" A.P.F. TO TOP OF BARS.
 4. RELOCATE SOAP/PAPER TOWEL DISPENSERS AT PUBLIC TOILET TO 48" MAX. A.P.F. FRONT REACH (APPROACH) OR 54" MAX. A.P.F. SIDE REACH (APPROACH) TO CREATABLE PORTION OF DISPENSER. PATCH AND REPAIR WALL AS REQUIRED.
 5. INSTALL INTERIOR SIGNAGE PACKAGE AT TOILET ROOMS, TELEPHONE, CASHIER COUNTER AND ENTRY.
 6. CHECK AND ADJUST THE INTERIOR INSIDE DOORS WITH CLOSERS TO A MAXIMUM PUSH OR PULL OPENING FORCE OF 5 LB.

7. COORDINATE WITH THE LOCAL TELEPHONE COMPANY AND REQUEST THE PAY PHONE HAVE VOLUME CONTROL INSTALLED AND IS LOCATED SO THAT THE HIGHEST OPERABLE PART DOES NOT EXCEED 48" A.P.F. FRONT REACH (APPROACH) OR 54" A.P.F. SIDE REACH (APPROACH). A 30" x 48" CLEAR AREA SHOULD BE PROVIDED IN FRONT OF THE TELEPHONE.
8. RELOCATE DRINKING FOUNTAIN SO THAT HIGHEST OPERABLE PART DOES NOT EXCEED 56" A.P.F.
9. VERIFY THAT HANDICAP PARKING SIGNAGE CONFORMS TO STANDARDS. SEE DRAWING JDP-1.



FRED AND ASSOCIATES, INC. ARCHITECTS

A-1

70100001

A FACILITY REMODEL FOR
Crecker Bar/Old Country Store
P.O. BOX 787 HARMON DRIVE, LONDON, TENNESSEE 37087
P.O. BOX 787 HARMON DRIVE, LONDON, TENNESSEE 37087
JOS. NO. 701
REVISIONS:
CHECKED BY:
DATE: 04/11/97
FIELD: 03/11/97

Agenda Item 5. Public Hearing and action on the request from CBOCS West, Inc., d/b/a Cracker Barrel Old Country Store #125, to be located at 502 Brock Dr., requesting a Class RBPS (Restaurant, Beer and Wine Only, Package and Sunday Sales) liquor license, as requested by the City Clerk Department.

Commissioner Renner introduced the item.

Nicole Levesque, Attorney on behalf of CBOCS West, Inc., after being sworn, addressed the Commission.

Commissioner Renner asked for an explanation of the business model and the proposed changes to the current model. Ms. Leveque explained that the applicant requested to remove package sales from the previously requested liquor license classification, which reduced the classification to a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) liquor license. She then stated that the applicant also wanted to amend the previously requested premises by removing outdoor consumption. She explained that the restaurant had been in operation for some time and the addition of liquor license was a nationwide corporation change. She explained that the company hoped liquor sales would be 5% of their gross receipts. Ms. Leveque stated that staff would be BASSET certified and employees would be trained on local liquor regulations through an electronic training program.

Commissioner Renner noted that the business had been in operation for approximately 27 years. He asked if there was any intention for an application for video gaming machines. Ms. Leveque responded that, to the best of her knowledge, the corporation was not interested in video gaming machines.

Commissioner Meister asked the hours alcohol would be served. Ms. Leveque responded that while alcohol would be available throughout the day, it would only be served with food.

George Boyle, Assistant Corporation Counsel, confirmed Ms. Levesque was an attorney with Webster Law in Chicago, IL who represented CBOCS West, Inc.

Mr. Boyle asked for additional confirmation if consumption was requested for their porch area. Ms. Levesque confirmed that Cracker Barrel no longer wished to have outdoor consumption.

Commissioner Renner noted that all license creations were conditional upon compliance with all building, health and safety codes.

Commissioner Meister motioned, seconded by Commissioner Renner, to positively recommend the application for a liquor license as amended.

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

AYES: Meister, Renner

Motion carried.

Commissioner Renner confirmed with Amanda Mohan, Deputy City Clerk, that the application would then appear before City Council on May 10, 2021.

The following item was presented:

Agenda Item 6. Hearing: First appearance on a Complaint and Citation (#2021-008) issued to Old English LTD., d/b/a Windjammer, located at 2303 Stern Dr., as requested by the Legal Department.



CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: May 10, 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 1 & 2 in Block 9 in Camp Potawatomie, from the Estate of Lyle Spaniol, to the petitioner, Jeffry Watson, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lot Transfer and Supplemental Agreement be approved.

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 1 & 2 and Block 9 in Camp Potawatomie, from the Estate of Lyle Spaniol to the petitioner, Jeffry Watson. Lots 1 & 2 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on April 10, 2021, and found the system to be in the following condition, as noted in an April 20, 2021, letter from the McLean County Health Department:

- ❖ The septic tank is a minimum of 200 gallons too small. This may remain as is until the septic system is repaired or replaced.
- ❖ The outlet baffle in the septic tank is not constructed properly. This must be replaced.
- ❖ The seepage field is a minimum of 150 square feet too small. This may remain as is until the septic system is repaired or replaced.
- ❖ A garage has been installed over a portion of the seepage field. This may result in the premature failure of the septic system.

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 10, 2024, and to fix the outlet baffle prior to residential occupancy. The lessee will submit proof to the City of Bloomington upon completion.

There is currently a boat dock on the subject lot. Pursuant to Ordinance 2018-87, passed by the City Council on October 8, 2018, boat docks are allowed on leased lots with a residence and a valid lease with the City of Bloomington, so long as the lessee obtains a permit.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

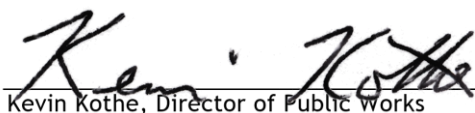
FINANCIAL IMPACT: This petition will have a positive financial impact in that the current lease uses the formula of \$0.15 per \$100.00 Equalized Assessed Value in determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will now generate approximately \$229.02 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 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

4/26/2021


Chris Tomerlin, Budget Manager

4/27/2021

George Boyle
George Boyle, Assistant Corporation Counsel

4/28/2021


Tara Henry, Legislative Assistant

5/6/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 1B Current Lease Spaniol to Watson Lake Lot Transfer 05102021

- PW 1C Property Manager Memo Spaniol to Watson Lake Lot Transfer 05102021
- PW 1D Petition Spaniol to Watson Lake Lot Transfer 05102021
- PW 1E Septic Information Spaniol to Watson Lake Lot Transfer 05102021
- PW 1F Agreement Spaniol to Watson Lake Lot Transfer 05102021
- PW 1G Supplemental Agreement Spaniol to Watson Lake Lot Transfer 05102021
- PW 1H Location Map Spaniol to Watson Lake Lot Transfer 05102021
- PW 1I Unrecorded Plat Map Spaniol to Watson Lake Lot Transfer 05102021
- PW 1J Structure Map Spaniol to Watson Lake Lot Transfer 05102021
- PW 1K Photograph Spaniol to Watson Lake Lot Transfer 05102021

LAKE BLOOMINGTON LEASE

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 10 day of December, 19 97 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Lyle W. Spauld

(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 010 in Block 09 in Camp POTAWATOMIE, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (cross out the one that does not apply) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

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 or Lessee's spouse.

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 be cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. **EMINENT DOMAIN.** If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. **PRIOR LEASE TERMINATED.** If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. **NOTICE.** Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

Lessee Name and Mailing Address

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lyle W. Spaniol

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: _____

Deeey Convent

MEMORANDUM

April 21, 2021

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lots 1 & 2, Block 9 in Camp Potawatomie Lake Lease Transfer

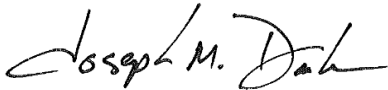
A Petition and Lake Lease Transfer request has been submitted for Lots 1 & 2, Block 9 in Camp Potawatomie, from the Estate of Lyle Spaniol to the petitioner, Jeffry Watson.

EAV for this property is \$57,256. The Lake Lease uses the lake lease rate of \$0.15 per \$100.00 of EAV.

This petition will have a positive financial impact in that the current lease uses the formula of \$0.15 per \$100.00 Equalized Assessed Value in determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will now generate approximately \$229.02 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2021 Budget Book titled "Other Funds & Capital Improvements" on page 128.

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: 1 & 2 BLOCK 9 of Camp Potawatomie

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer the Lease on the above property;

From: (please print) Estate of Lyle Spaniol (Seller Name)

To: (please print) Jeffry Watson (Buyer Name)

Signatures of Sellers

 (EXECUTOR)

Signatures of Sellers

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes (please print) Jeffry Watson (Buyer) and

respectfully shows that He/She/They became the purchaser of all right, title, and interests of

Estate of Lyle Spaniol (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

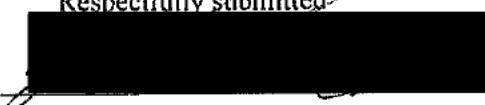
(Seller) Estate of Lyle Spaniol has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign, or transfer said premises without the written consent of the Lessor.

Petitioner therefor prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted

Signature of Buyer



Signature of Buyer

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 1 & 2 BLOCK 9 CAMP Potawatomie,
OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title, and interest of (Seller) Estate of Lyle Spaniol, in and to the premises known as LOT 1 & 2 BLOCK 9 in Camp Potawatomie, in McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, _____.

, Mayor



McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701

April 20, 2021

Mr. Lyle Spaniol
[REDACTED]

Re: Septic Permit #50-7325
Parcel #07-01-402-004
Lot 161, Lake Bloomington - Potowatomie Subdivision

Dear Mr. Spaniol:

On April 13, 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 10, 2021 and the following deficiencies were noted:

- The septic tank is a minimum of 200 gallons too small. This may remain as is until the septic system is repaired or replaced.
- The outlet baffle in the septic tank is not constructed properly. This must be replaced.
- The seepage field is a minimum of 150 square feet too small. This may remain as is until the septic system is repaired or replaced.
- A garage has been installed over a portion of the seepage field. This may result in the premature failure of the septic system.

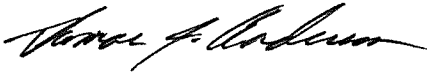
In summary, the septic system was installed in 1950 and is now approximately 71 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and has been used seasonally and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at <https://health.mcleancountyil.gov/>

Mr. Lyle Spaniol
April 20, 2020
Page 2

Please contact Ms. Samantha Odenthal, of this department at (309) 888-5482, within ten days of the date of this letter, to discuss the options available to you to bring the property into compliance with code requirements.

Respectfully,

A handwritten signature in black ink, appearing to read "Thomas J. Anderson".

Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Joe Darter, Water Department Property Manager
Mr. Jeff Watson

TJA:AC:du

AC-0601-21-066

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: Lyle Spaniol

Address:

Phone #: Day - Home -

2. Requestor Information:

Name: Jeff Watson

Address:

Phone #: Day Home -

3. Property Information:

Parcel Number (Tax ID): () - - - Date Evaluation Performed: 04-10-21

Address of property evaluated: Sub. & Lot:

Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 50-7325

4. Interview Information:

Person interviewed: Nancy Brady Original owner: Yes ☐ No ☒

Age of home (years): 70 Intended for seasonal use: Yes ☒ No ☐

Date last occupied: vacant Number of occupants:

Has tank ever been pumped: Yes ☐ No ☐ If yes, how often:

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: n/a Clothes washer discharges to: septic

Dishwasher discharges to: n/a Hot tub discharges to: n/a

Basement plumbing fixtures: Discharge locations:

a. n/a a.

b. b.

c. c.

d. d.

Basement floor drains discharge to: n/a Garage floor drains discharge to: n/a

Sump pit/pump discharges to: n/a Downspouts discharge to: ground surface

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☒	Yes	No
Depth of soil to top of tank: 10 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: 550 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: 12 inches to 22 inches

Square feet of field: 250 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 ☒

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?

Yes	No
☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

Lush vegetation or saturated soil on or near seepage bed area:

Evidence water has ponded over seepage bed or is soil saturated:

Solids or "carry over" material present in the rock or bedding material:

Depth of water in bed : inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

E. SAND FILTER -- This Section N/A ☒

Minimum soil cover depth to top of sand filter: _____ 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:

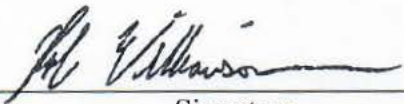
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The septic tank does not need to be pumped at this time but it should be checked regularly and pumped as needed in the future. The outlet baffle in the septic tank is a 3" Tee and it should be a 4" Tee. The septic tank is undersized for this house. The first seepage field line is under the garage. This could affect how it functions. The seepage field is undersized for this house. This septic system does appear to be functioning at this time. The house is vacant and being used seasonally so the septic system could evaluate differently under normal water usage or full time use. The average life of a septic system is about 25 years. This septic system is 70 years old.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

Rob Williamson

Inspector's Name (print)



Signature

04-12-21

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 Jeffry Watson

(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 , Bloomington, 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 1 & 2 in Block 9 in Camp Potawatomie according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) ~~If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of~~

~~McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) ~~If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.~~

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. **WATER.** Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Jeffry Watson

[REDACTED]

Lessee Billing Address

Jeffry Watson

[REDACTED]

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

[REDACTED]

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 Jeffry Watson, (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 1 & 2 in Block 9 in Camp Potawatomie and enforceable under the terms of said lease.

1. The outlet baffle in the septic tank is not constructed properly. A new outlet baffle, properly constructed, must be installed. This must be completed prior to any residential occupancy.
2. A garage has been installed over a portion of the seepage field. If the septic system fails or needs to be repaired, a new septic system must be installed and contained entirely upon the leased lot.
3. Septic tank(s) are to be pumped no later than May 10, 2024, and once every three years following. Proof of pumping shall be submitted to the City of Bloomington.
4. Septic System shall be evaluated by a McLean County Health Department approved septic evaluator no later than May 10, 2024, and once every three years following. Proof of evaluation shall be submitted to the City of Bloomington.
5. 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:



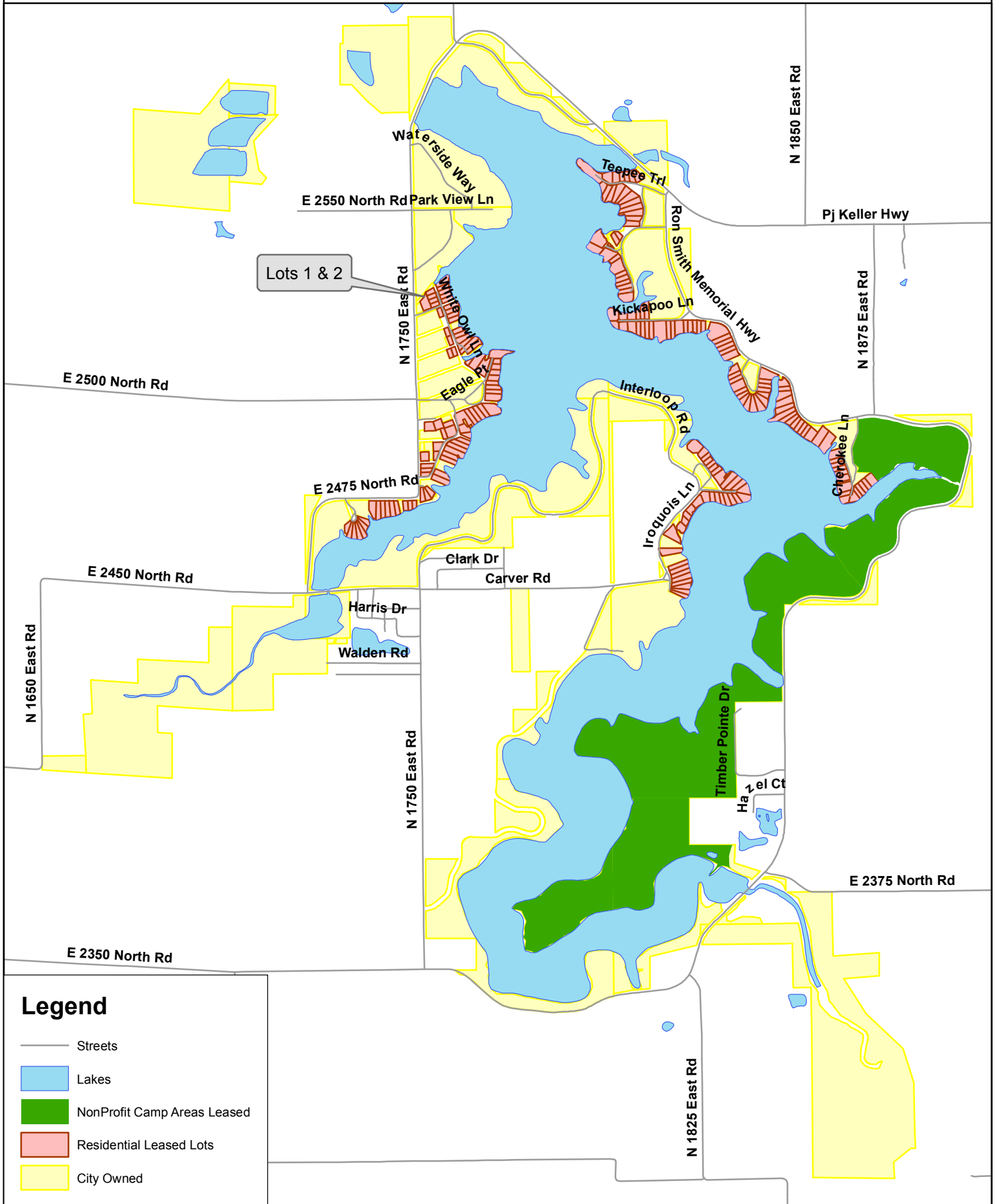
Jeffry Watson

Lake Bloomington Lease Map



0 1,000 2,000

Feet
Date: 4/23/2021



Legend

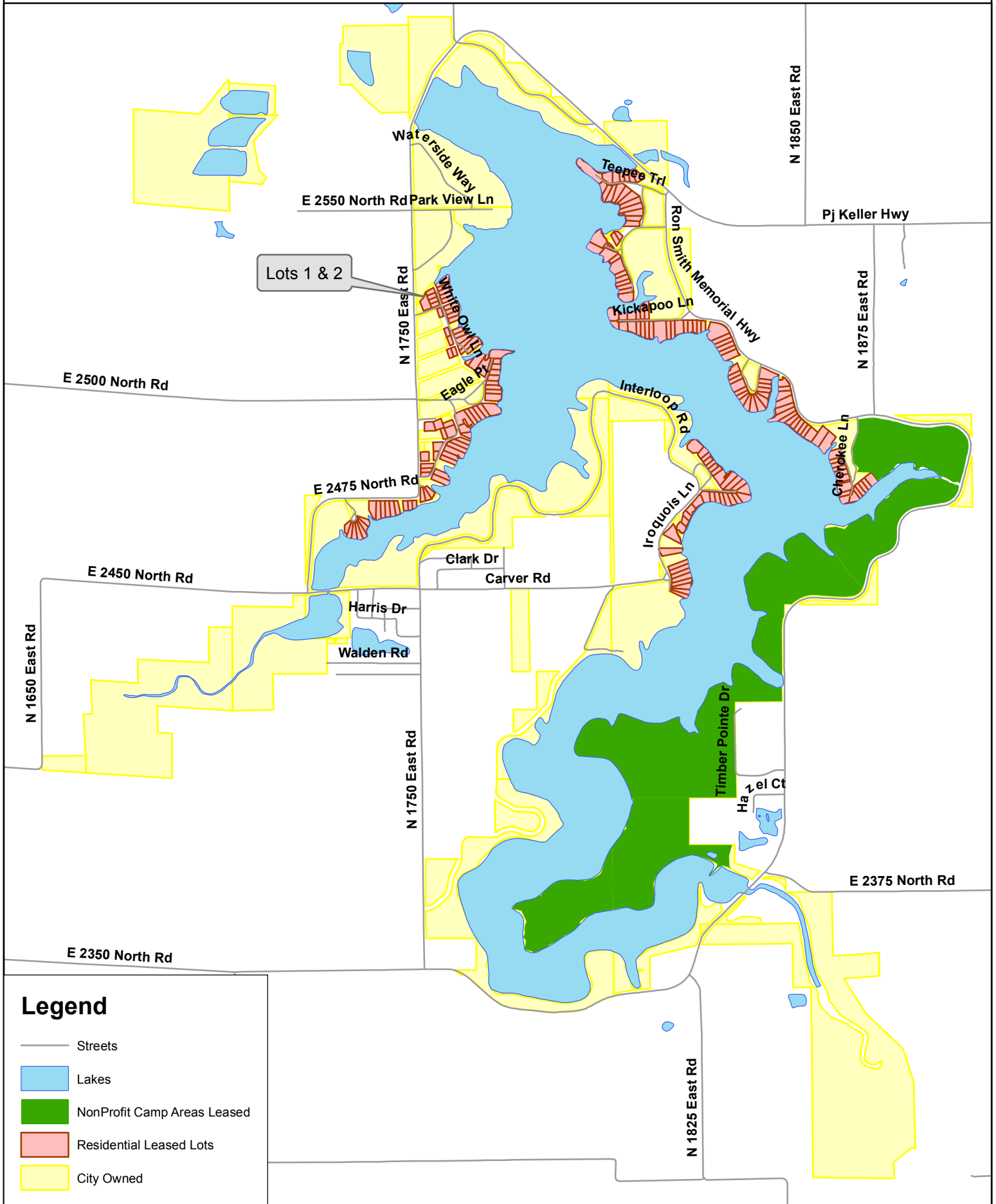
-  Streets
-  Lakes
-  NonProfit Camp Areas Leased
-  Residential Leased Lots
-  City Owned

Lake Bloomington Lease Map



0 1,000 2,000

Feet
Date: 4/23/2021



Legend

-  Streets
-  Lakes
-  NonProfit Camp Areas Leased
-  Residential Leased Lots
-  City Owned

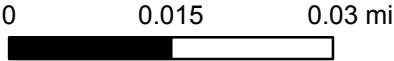
Lots 1 & 2, Block 9 Structure Map



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.





REGULAR AGENDA



REGULAR AGENDA ITEM NO. 9.A

FOR COUNCIL: May 10, 2021

SPONSOR:City Council

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

I move to appoint _____, to serve, until a new appointment is made by the City Council, as the Mayor Pro Tem for the City of Bloomington at those times when the Mayor is unable to perform his official duties due to an absence from the City or other incapacity.

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 Illinois Municipal Code provides that if the Mayor is temporarily absent because of an incapacity to perform his official duties, but the incapacity does not create a vacancy in the office, the corporate authorities can elect one of their own to act as mayor pro tem. The Mayor Pro Tem, during the absence or disability of the Mayor, is able to perform the duties and possess all the rights and powers of the Mayor, but cannot vote both as the Mayor Pro Tem and as a Council Member.

The City of Bloomington has a practice of having one Council Member designated as the Mayor Pro Tem for those times when the Mayor is absent due to being outside of the City for such a length of time as would reasonably call for a fully empowered replacement or in case of another incapacity.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Tara Henry, Legislative Assistant



REGULAR AGENDA ITEM NO. 9.B

FOR COUNCIL: May 10, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation regarding the City Services Hub ("The Hub"), as requested by the City Clerk Department.

RECOMMENDED MOTION:

None; presentation only.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: One of the City Manager's priorities for staff has been the creation of a one-stop-shop where citizens and businesses could go to complete most, if not all, City business. When the Covid-19 pandemic hit, staff needed to quickly find a way to service the needs of the community in a safe way. The City Services Hub most often referred to as "The Hub", was opened at Grossinger Motors Arena housing representatives from five departments. The Hub allowed the City to safely continue to do business with the community through all of the pandemic, never shutting down. The Hub today continues successfully and will soon open at the Government Center in what will be its final landing spot. The presentation given will provide additional insight to The Hub.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, City Clerk

Reviewed by:



Leslie Yocum, City Clerk

5/6/2021



Tara Henry, Legislative Assistant

5/6/2021

Recommended by:



Tim Gleason, City Manager



REGULAR AGENDA ITEM NO. 9.C

FOR COUNCIL: May 10, 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, including consideration of an Ordinance Amending Ordinance 2020-18 to Modify Section 2(S) Regarding City Utility Penalties, as requested by the Legal Department.

RECOMMENDED MOTION:

The proposed Ordinance Amending Ordinance 2020-18 to Modify Section 2(S) Regarding City Utility Penalties be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

Although City staff is not recommending repeal of the Emergency Ordinance, staff is requesting an amendment to the Ordinance to cease the accrual of penalties in relation to City utility accounts. Since the City Council has not yet lifted the moratorium on water shut offs, stopping the accrual of penalties will help avoid confusion and maintain consistency

with intent of the shut off moratorium. This policy will be retroactive to March 12, 2021, when the billing systems were taken down for the software conversion.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The proposed amendment, if approved, should not have a material impact on the City's budget.

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:


F. Scott Rathbun, Finance Director

5/4/2021


Jeffrey R. Jurgens, Corporation Counsel

5/6/2021


Tara Henry, Legislative Assistant

5/6/2021

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 - ____ Emergency Ordinance Amendment on Utility Penalties

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.

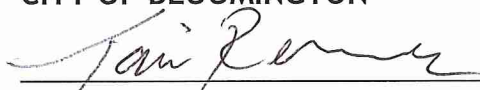
SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

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.

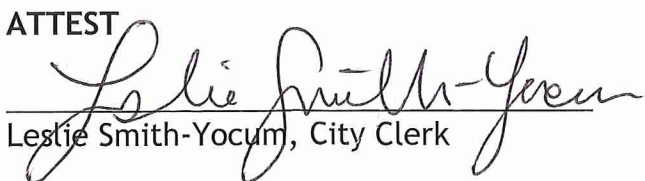
PASSED this 26th day of March 2020.

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 Renner, Mayor

ATTEST


Leslie Smith-Yocum, 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, Mayor

ATTEST


Leslie Smith-Yocum, 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



Leslie Smith-Yocum, 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.

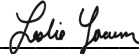
APPROVED this 27th day of May 2020.

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST



Leslie Smith-Yocum, 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, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk



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.

APPROVED this 16th day of September 2020.

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST



Leslie Smith-Yocum, 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.

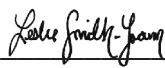
APPROVED this 13th day of January 2021.

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST



Leslie Smith-Yocum, City Clerk



ORDINANCE NO. 2021 - ____

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 ____ day of May 2021.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk