



**CITY OF
BLOOMINGTON
COUNCIL MEETING
MAY 11, 2020**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor, At-Large - Tari Renner

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, MAY 11, 2020, 6:00 P.M.

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

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. COVID-19 Update by City Manager
6. Recognition/Appointments
 - A. Recognition of the Appointments and Re-appointments to various Boards and 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

Electronic Roll Call Vote

 - A. Consideration and action to approve Bills and Payroll in the amount of \$3,922,293.51, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
 - B. Consideration and action on the approval of the 2020 Supportive Housing Program/Continuum of Care Grant Agreement (IL0603L5T121902), in the amount of \$33,792 with the US Department of Housing and Urban Development, as requested by the Community Development Department. *(Recommended Motion: The proposed Agreement be approved.)*
 - C. Consideration and action to approve a Local Public Agency Agreement for Federal Participation with the Illinois Department of Transportation (IDOT), and a Motor Fuel Tax (MFT) Resolution, in the amount of \$30,000, for construction of Sidewalk near Sheridan Elementary School, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement and Motor Fuel Tax Resolution be approved.)*

- D. Consideration and action on a Resolution Approving Acceptance of the Illinois Housing Development Authority's Single Family Rehabilitation Grant in the amount of \$444,000, and acceptance of the Conditional Commitment Letter, as requested by the Community Development Department. *(Recommended Motion: The proposed Resolution and Conditional Commitment Letter be approved.)*
- E. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021, and on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving the Contract with Drake Scruggs Equipment Inc., for the Purchase of One (1) 2020 Ford F-350 in the Amount of \$50,556 (Bid #2020-51), as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance, Resolution, and Contract be approved.)*
- F. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021, and the approval of the Purchase of one (1) 2020 Ford F-350 Dump Truck from Currie Motors of Frankfort, IL, using the Northwest Municipal Contract and the Suburban Purchasing Cooperative Contract (#184), in the amount of \$44,047, as requested by the Public Works Department and the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Ordinance and Purchase be approved.)*
- G. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021 and to approve a Contract with Egizii Electric Inc. of Springfield, in the amount of \$109,740.61, to install the LED lights at the Grossinger Motors Arena, as requested by the Facilities Department and the Grossinger Motors Arena. *(Recommended Motion: The proposed Ordinance and Contract be approved.)*

9. Regular Agenda

Electronic Roll Call Vote

- A. Consideration and action on an Ordinance Authorizing Boundary Modifications to the Area Known as the Bloomington-Normal Enterprise Zone (The Ferrero Expansion), and the approval of the Amendment to the Intergovernmental Agreement, as requested by the Economic Development Department. *(Recommended Motion: The proposed Ordinance and the Amendment to the Intergovernmental Agreement be approved.) (Presentation by Melissa Hon, Economic Development Director; and Patrick Hoban, CEO of the Bloomington-Normal Economic Development Council, 10 minutes; and City Council discussion, 10 minutes.)*
- B. 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 to Add a New Section 2(Q) Regarding Liquor License Fees and a New Section 2(R) Regarding COVID-19 Grants, as requested by the Legal Department. *(Recommended Motion: The proposed Ordinance Amending 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 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 11, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of the Appointments and Re-appointments to various Boards and 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 and Re-appointments are representative of City Council's approval from the April 13, 2020 and April 27, 2020 meetings.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

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

Billy Ryus, Deputy City Manager

4/28/2020

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

Tara Henry, Legislative Assistant

4/29/2020

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- ADM 1B Recognitions_April 2020 Appointments



Appointments April 2020

Blm-Nml Public Transportation System Board

Linda Foster

Planning Commission

John Danenberger

Board of Fire & Police Commissioners

Levi Sturgeon

Property Maintenance Review Board

Kate Brunk

Noah Tang

Citizens' Beautification Committee

Eric Hansen

Cody Hendricks

Transportation Commission

Elicsha Sanders

Human Relations Commission

Netia Carey



Re-Appointments April 2020

Board of Fire & Police Commissioners

Ellen Schroeder-Concklin
Delos "Dean" Messinger
Michael Rudicil

Board of Zoning Appeals

Victoria Harris
Tyler Noonan
Michael Rivera, Jr.
Michael Straza

Building Board of Appeals

Jeffrey Brown
Mark Holderby
Jerry Kelleher
John Meek
Michael Raikes
Larry Stevig
John Weber

Citizens' Beautification Committee

Erica Larkin
Robin VanDermay

Cultural Commission

Meryl Brown
Angelique Racki

Historic Preservation Commission

Georgene Chissell
Lea Cline
Paul Scharnett

Housing Authority Board

Barb Adkins
Terrence Koch



Re-Appointments April 2020

Human Relations Commission

Kiranmayi (Kiran) Konam
Gary McGinnis
Rhonda Smith

Japan Sister City Committee

Brenda Guest
Kyle Silver

Library Board of Trustees

John Argenziano
Catrina Parker
Alicia Whitworth

Planning Commission

Thomas Krieger
Mark Muehleck

Property Maintenance Review Board

John Capodice
Robert Garcia
Rodney Smithson

Public Safety and Community Relations Board

Robert Bosquez
Janet Lancaster

Police Pension Board

Scott Rathbun

Technology Commission

Jacob Elterich
Ravi Duvvuri

Transportation Commission

John Corey

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: May 11, 2020

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$3,922,293.51, 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 \$3,922,293.51 (Payroll total \$2,468,577.46, Accounts Payable total \$1,391,797.53, and Bank Transfers total \$61,918.52).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:


F. Scott Rathbun, Finance Director

5/6/2020


Tara Henry, Legislative Assistant

5/7/2020

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
4/24/2020	\$ 1,932,631.43	\$ 533,876.03	\$ 2,466,507.46

4/24/2020	\$ 2,040.42	\$ 29.58	\$ 2,070.00
Off Cycle Adjustments			

	PAYROLL GRAND TOTAL	\$ 2,468,577.46
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range	Total
5/11/2020	AP General	\$ 1,236,762.93		
	AP JM Scott			
5/11/2020	AP Comm Devel	\$ 25,266.99		
	AP IHDA			
5/11/2020	AP Library	\$ 38,080.04		
	AP MFT			
5/5/2020	Out of Cycle	\$ 91,687.57		
1/2/2020-4/2/2020	AP Bank Transfers	\$ 61,918.52		
	AP GRAND TOTAL	\$ 1,453,716.05		
			PCARD GRAND TOTAL	

TOTAL	\$ 3,922,293.51
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Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: May 11, 2020

SPONSOR: Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on the approval of the 2020 Supportive Housing Program/Continuum of Care Grant Agreement (IL0603L5T121902), in the amount of \$33,792 with the US Department of Housing and Urban Development, as requested by the Community Development Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: The City has served as the fiscal agent for the McLean County Continuum of Care for more than a decade. In this role, the Grants Coordinator undertakes grant and fiscal monitoring and oversight of the City's Continuum of Care (COC) Grants. Providing Access To Help (PATH) serves as the lead agency for the Continuum, overseeing the general management of the Continuum. The US Department of Housing Development (HUD) provides competitive grant funds to support the work of the Continuum and its program partners through a variety of grant opportunities. On behalf of the City, PATH applied to HUD for four grant funding opportunities for 2020. All four requests have been funded. On April 27, 2020, Council approved three of the four grant agreements for final execution. The final grant agreement (IL1603L5T121902) was received from HUD separately from the initial documents and is now being submitted for consideration and approval, as follows:

IL1603L5T121902 (Coordinated Entry): HUD requires all COC's to manage a Coordinated Entry Process for all program beneficiaries. PATH manages the Coordinated Entry process for all McLean County COC agencies. Through this process, program participants are assessed according to their risk of becoming homeless or returning to homelessness. Those with the highest risk level are prioritized for services. The 2020 Coordinated Entry grant award is in the amount of \$33,792.00. The project will run from September 1, 2020 - August 31, 2021.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Continuum of Care membership.

FINANCIAL IMPACT: Failure to submit the executed agreement would result in the loss of \$33,792 in federal funding and reduce services to individuals at risk of becoming homeless or currently experiencing homelessness. Stakeholders can locate this in the FY 2021 Proposed Budget Book titled “Other Funds & Capital Improvement” beginning on page 14.

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

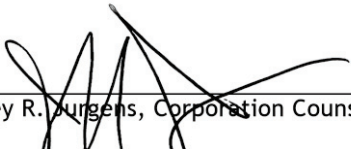
(Note: 80% of AMI for a household of one is \$53,400 per year. 80% of AMI for a household of four is \$76,250 per year.)

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by:

	
Robert G. Mahrt, Community Development Director	Chris Tomertin, Budget Manager
4/28/2020	5/4/2020

	
Jeffrey R. Durgens, Corporation Counsel	Tara Henry, Legislative Assistant
5/5/2020	5/7/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- CD 1B Continuum of Care Program Grant Agreement_CE IL1603L5T121902
- CD 1C CoC Agreements - April 27 Council Approval



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

Grant Number: IL1603L5T121902
Tax ID Number: 37-6001563
DUNS Number: 060864170

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

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

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation for this grant is \$33,792, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
IL1603L5T121902	12 months	09-01-2020 - 08-31-2021	\$33,792
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$30,720
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$3,072
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

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

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

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

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

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

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

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

By:



(Signature)

Donald Kathan, Director

(Typed Name and Title)

April 23, 2020

(Date)

RECIPIENT

City of Bloomington

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

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

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

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

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

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



CONSENT AGENDA ITEM NO. 6.N

FOR COUNCIL: April 27, 2020

SPONSOR: Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on the 2020 Supportive Housing Program/Continuum of Care Grant Agreements (IL0283L5T121911, IL0289L5T121912, IL0288L5T121912), in the amount of \$260,243 with the US Department of Housing and Urban Development, as requested by the Community Development Department.

RECOMMENDED MOTION: The proposed Agreements be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: The City has served as the fiscal agent for the McLean County Continuum of Care for more than a decade. In this role, the Grants Coordinator undertakes grant and fiscal monitoring and oversight of the City's Continuum of Care Grants. Providing Access To Help (PATH) serves as the lead agency for the Continuum, overseeing the general management of the Continuum. The US Department of Housing Development (HUD) provides competitive grant funds to support the work of the Continuum and its program partners through a variety of grant opportunities. On behalf of the City, PATH applied to HUD for four grant funding opportunities for 2020. All four requests have been funded. HUD has issued three of the four grant agreements for final execution. All three are included in this request for consideration and approval, as follows:

IL0283L5T121911 (Families and Individuals with Disabilities): The City has partnered on this project with PATH and other partner agencies for more than a decade to provide supportive services in the form of case management, counseling, child care and moving assistance to those at risk of becoming homeless or currently experiencing homelessness. The 2020 program partners are Children's Home and Aid, Partners for Community, as well as, PATH. The 2020 Families and Individuals with Disabilities grant award is in the amount of \$98,544.00. The project will run from May 1, 2020 - April 30, 2021.

IL0289L5T121912 (McLean County Core Services)/\$136,706: The City has partnered on this project with both PATH and Salvation Army for more than a decade to provide supportive services in the form of case management, outreach services and employment assistance to those at risk of becoming homeless or currently experiencing homelessness. The 2020 McLean County Core Services grant award in the amount of

\$136,706.00. The project will run from June 1, 2020 - May 31, 2021.

IL0288L5T121912 (Shelter Plus Care): Through the Shelter Plus Care grant, the City partners with Mid Central Community Action (MCCA) and the Housing Authority of Bloomington (BHA) to provide rental assistance at five units at Mayor's Manor. Mayor's Manor, operated by MCCA, is a permanent supportive housing facility that offers services to help residents maintain housing, economic independence and stability. The majority of units at Mayor's Manor require residents to meet HUD's definitions for both homeless and disabled and meet income guidelines. The 2020 Shelter Plus Care grant award is in the amount of \$24,993.00. The project will run from January 1, 2020 - December 31, 2021.

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

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

FINANCIAL IMPACT: Failure to submit the executed agreements would result in the loss of \$260,243 in federal funding and reduce services to individuals at risk of becoming homeless or currently experiencing homelessness. The City's General Fund will be reimbursed up to \$6,427 for grant administration in FY 2021.

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

(Note: 80% of AMI for a household of one is \$53,400 per year. 80% of AMI for a household of four is \$76,250 per year.)

Respectfully submitted for Council consideration.

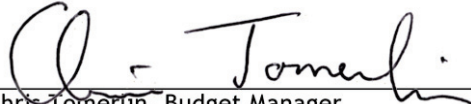
Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by:



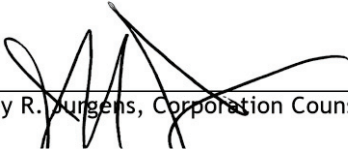
Robert G. Mahrt, Community Development Director

4/14/2020



Chris Tomerlin, Budget Manager

4/15/2020



Jeffrey R. Jurgens, Corporation Counsel

4/20/2020



Tara Henry, Legislative Assistant

4/21/2020

Attachments:

- CD 1B CORE IL0289L5T121912
- CD 1C S+C IL0288L5T121912
- CD 1D SUPP IL0283L5T121911



CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: May 11, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 7

SUBJECT: Consideration and action to approve a Local Public Agency Agreement for Federal Participation with the Illinois Department of Transportation (IDOT), and a Motor Fuel Tax (MFT) Resolution, in the amount of \$30,000, for construction of Sidewalk near Sheridan Elementary School, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement and Motor Fuel Tax Resolution be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- 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 4d. Improved neighborhood infrastructure
- Objective 4a. Residents feeling safe in their homes and neighborhoods
- Objective 2a. Better quality roads and sidewalks
- Objective 1e. Partnering with others for the most cost-effective service delivery
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending the approval of a Local Public Agreement for Federal Participation and MFT Resolution, in the amount of \$30,000, in addition to the \$200,000 in funding the City received for the 2019 Safe Routes to School (SRTS) sidewalk project near Sheridan Elementary School. The agreement and resolution establish that the City Council agrees with the payment terms set forth by IDOT and will appropriate the funds necessary.

The Safe Routes to School Grant federal grant is administered by IDOT and covers up to \$200,000. The project was designed to try to maximize the amount of work that can be performed while not exceeding the \$200,000 limit of the grant. However, due to the uncertainty of the bidding process, the agreement allocates \$30,000 in State MFT dollars to the project in the event the winning bid exceeds the \$200,000. Public Works is requesting authorization of an MFT Resolution in the amount of \$30,000.

The City's Public Works Department, in coordination with District 87, applied for the 2019 funding cycle of the Safe Routes to School Program. Sheridan Elementary School is a focal

point for a neighborhood on the city's west side. The public school and three nearby city parks serve as beacons to a portion of the city that is home to some economically disadvantaged families. For the City of Bloomington government and for the Sheridan and District 87 Schools, the goal is to use resources to elevate, through expectations and opportunities, the minds and bodies of the young people in the neighborhood.

The grant enables the City or School District to:

- Construct sidewalk improvements along key routes that bring students to and from Sheridan Elementary School, while also improving connectivity to O'Neil Park, White Oak Park, Evergreen Park, and the Western Avenue Community Center.
- Promote student health and education by linking them to healthy, enriching activities at Sheridan Elementary School and surrounding facilities. Health is also a key emphasis of the SRTS program.



The figure above shows the limits of the project. Sidewalk was examined on a panel by panel basis and Prioritized based on need.

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 it is part of an awarded grant that must be executed in a timely fashion in order to retain the grant funding.

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

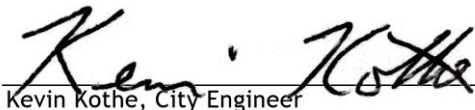
COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If the IDOT awarded contract exceeds \$200,000 up to \$230,000, the City will be paying IDOT up to \$30,000 for the work out of the State Motor Fuel Tax-Sidewalks account (20300300-72560). If the awarded amount by IDOT is \$200,000 or less, the City will have no cost. Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 8, 167, 172, 178 and 179. This was originally included in the budget by Public Works as a City awarded project and budgeted for \$220,000 with the City being reimbursed up to \$200,000.

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.

Prepared by: Dominic Kallas, Engineer

Reviewed by:



Kevin Kothe, City Engineer

4/28/2020



Carla Murillo, Procurement Manager

4/29/2020



Chris Tomerlin, Budget Manager

4/29/2020



Jeffrey R. Jurgens, Corporation Counsel

5/5/2020



Tara Henry, Legislative Assistant

5/7/2020

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- PW 1C MFT Resolution_Sheridan SRTS
- PW 1B IDOT Agreement_Sheridan SRTS



Resolution for Improvement Under the Illinois Highway Code

[Print Form](#)[Reset Form](#)

Resolution Type	Resolution Number	Section Number

BE IT RESOLVED, by the Council of the City of Bloomington Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

Governing Body Type Local Public Agency Type
Name of Local Public Agency
Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
- Hinshaw Avenue	0.44	FAU 6388	Forest Street	Locust Street
- Livingston Street	0.46	MS 7400	Forest Street	Locust Street
- Market Street	0.18	FAU 6359	Hinshaw Avenue	Western Avenue
- Walnut Street	0.19	MS 3000	Hinshaw Avenue	Western Avenue

[Add](#)

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
- N/A	N/A	N/A	N/A	N/A

[Add](#)

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Remove and replace, and add new sidewalk at various locations within 2 miles of the Sheridan Elementary School using SRTS funds

2. That there is hereby appropriated the sum of thirty thousand and no/100

Dollars (\$30,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Leslie Yocum City Clerk in and for said City

Name of Clerk Local Public Agency Type Local Public Agency Type

of Bloomington in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council of Bloomington at a meeting held on May 11, 2020.

Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11 day of May, 2020.

Day Month, Year



(SEAL)



**Resolution for Improvement
Under the Illinois Highway Code**

Print Form

Reset Form

Clerk Signature

Date

Approved

Regional Engineer
Department of Transportation

Date



Local Public Agency Agreement for Federal Participation



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of Bloomington		McLean	20-00363-00-SW
Fund Type	ITEP, SRTS, HSIP Number(s)		MPO Name
SRTS	CRTS-019-5006		MCRPC
		MPO TIP Number	
		B-19-09	

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-006-20	EN8E(457)				

Engineering

Right of Way

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Hinshaw Avenue	FAU 6388	0.44	From	To
			1.89	2.33

Location Termini

Forest Street to Locust Street

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Bloomington	N/A	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Livingston Street	MS 7400	0.46	From	To
			0.00	0.46

Location Termini

Forest Street to Locust Street

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Bloomington	N/A	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Market Street	FAU 6359	0.18	From	To
			0.00	0.18

Location Termini

Hinshaw Avenue to Western Avenue

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Bloomington	N/A	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Walnut Street	MS 3000	0.19	0.00	0.19
Location Termini				
Hinshaw Avenue to Western Avenue				
Current Jurisdiction	Existing Structure Number(s)		Add Location	
City of Bloomington	N/A		Remove	

PROJECT DESCRIPTION

Remove and replace, and add new sidewalk at various locations within 2 miles of the Sheridan Elementary School using SRTS funds.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting

- documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
 9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
 10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
 11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.
 12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following FHWA authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
 13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the **LPA/** railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
 14. Certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
 15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
 16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
 17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
 18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most

recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.

24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.
4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by

STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the STATE is reimbursing the LPA, obligation of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	1.	Location Map
	2.	Division of Cost
-	3.	LPA Funding Resolution

Add Row

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Tari Renner

Title of Official

Mayor

Signature

Date

--	--

The above signature certifies the agency's Tin number is

376001563 conducting business as a Governmental Entity.

Duns Number 060864170

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

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By:

Director of Planning & Programming

Date

--	--

Director of Planning & Programming

Date

--	--

Philip C. Kaufmann, Chief Counsel

Date

--	--

Joanne Woodworth, Acting Chief Fiscal Officer

Date

--	--

NOTE: if the LPA signature is by an **APPOINTED** official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency		County		Section Number	
City of Bloomington		McLean		20-00363-00-SW	
Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-006-20	EN8E(457)				

DIVISION OF COST

Type of Work	Federal Funds		State Funds		Local Public Agency	
	Fund Type	Amount	%	Fund Type	Amount	%
- Participating Construction	SRTS	\$200,000.00	*	Local Only	\$30,000.00	BAL
-						
-						
-						
-						
-						
-						
-						
-						
-						
-						
-						
-						
Total		\$200,000.00		Total	\$30,000.00	
Total						\$230,000.00
Add						

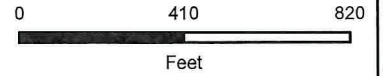
If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*100% SRTS funds NTE \$200,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Project Map

Addenda Number 1



Date: 11/25/2019

Section 20-00363-00-SW
McLean County

Project Limits

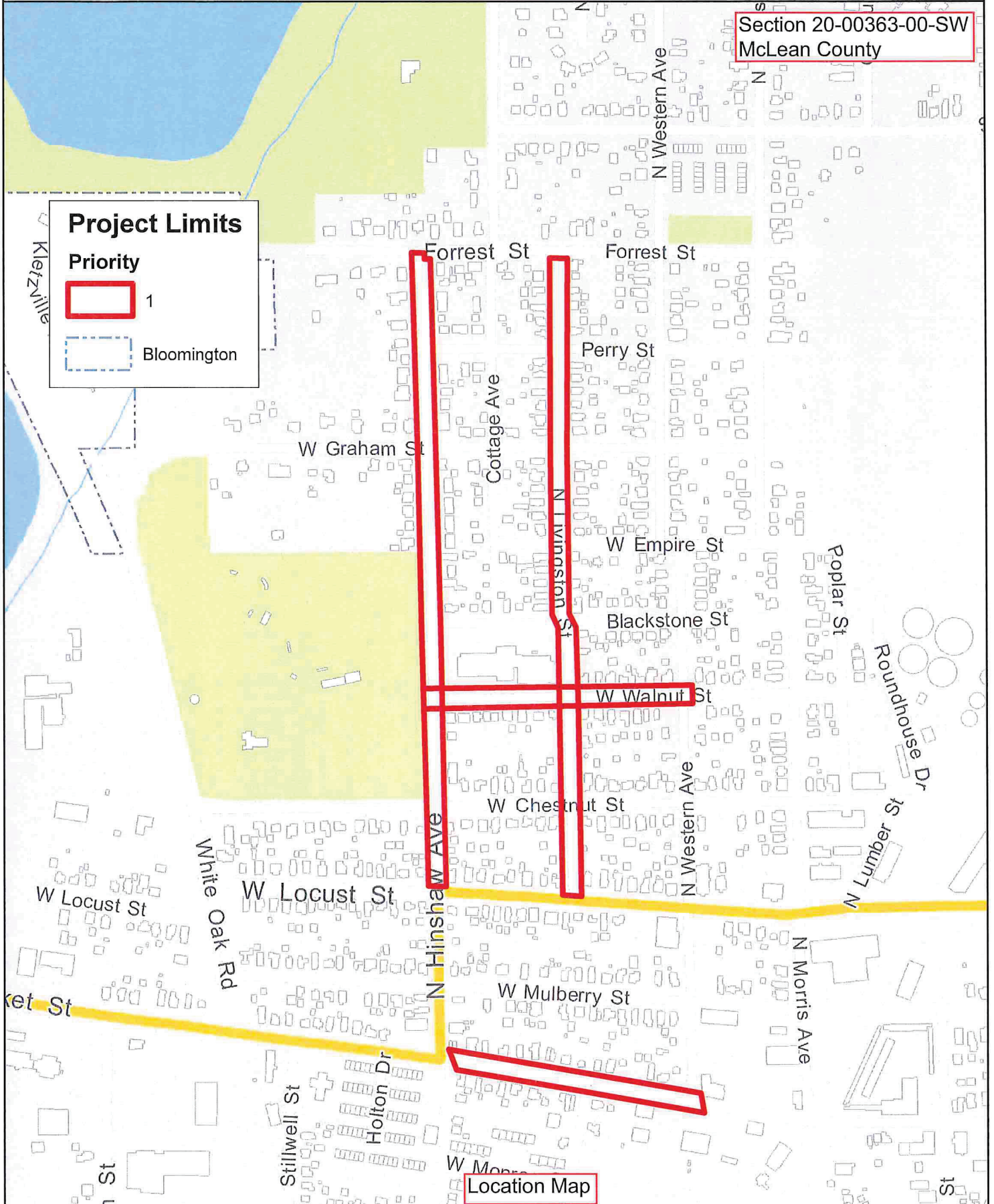
Priority



1



Bloomington



Location Map



CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: May 11, 2020

SPONSOR: Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Approving Acceptance of the Illinois Housing Development Authority's Single Family Rehabilitation Grant in the amount of \$444,000, and acceptance of the Conditional Commitment Letter, as requested by the Community Development Department.

RECOMMENDED MOTION: The proposed Resolution and Conditional Commitment Letter be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4b. Upgraded quality of older housing stock

BACKGROUND: The City has participated in the Illinois Housing Development Authority's (IHDA) Single Family Rehabilitation (SFR) program since its inception in 2017, receiving \$236,250 in Round 1 and \$378,000 in Round 2. IHDA has awarded the City an additional \$444,000 in Round 3 funding. Acceptance of the Round 3 grant award will provide a seamless transition in funding and housing rehabilitation services.

Through the SFR program, homeowners receive assistance through a 0% interest, 5-year forgivable mortgage. Assistance per household is limited to \$45,000, which includes both construction costs and soft costs such as lead, termite and radon inspections. Soft costs are not included in the mortgage. Homeowners must meet income eligibility guidelines limited to 80% or below Area Median Income (AMI). The program allows for both interior and exterior rehabilitation. Code violations and health and life safety issues are prioritized for each project.

Through Round 1, the City was awarded funding to complete six rehabilitation projects for income-qualified residents. Round 2 projects are currently on hold due to the State of Illinois stay at home orders. However, staff anticipate completing 8-10 projects before the grant ends in 2021. Through Round 3, the City will provide another 10-11 homeowners the opportunity to complete home rehabilitation under the same terms as those assisted in Rounds 1 and 2.

In 2019, staff announced that the City would accept a limited number of applications for Round 2 funding. The application cycle was open for a period of three days or until the maximum number of applications was received. The application process closed within seven minutes of opening. Staff will use the waiting list created in Round 2 to support the Round 3 program. Should the list be exhausted before all funds are allocated, a new application

cycle will be opened. Projects are completed on a first-come, first-served basis.

The grant allows up to 5% of funding to be utilized to cover administration expenses such as staff salary and benefits related to implementation of the award.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Round 3 application included letters of support from the following: Mid Central Community Action, West Bloomington Revitalization Project, and Mayor Tari Renner.

FINANCIAL IMPACT: Failure to submit the award documents would result in the loss of \$444,000 in grant funding to support housing rehabilitation for income-qualified residents. Reimbursement for staff time for both administrative and rehabilitation service deliver will reduce the General Fund expenses. All other project expenditures are reimbursed at 100% with no match required. Stakeholders can locate the IHDA Budget in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" beginning on page 20.

COMMUNITY DEVELOPMENT IMPACT: Goal H-1: Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington. Goal H-1.2: Ensure an adequate supply of affordable housing for low to moderate income households. Goal H-1.3: Create a life-long community by fostering housing stock that meets all the needs of residents of all ages and abilities.

Respectfully submitted for Council consideration.

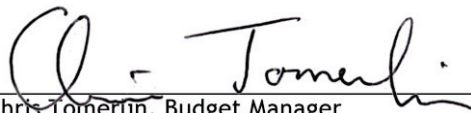
Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by:



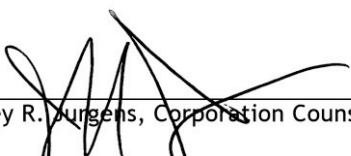
Robert G. Mahrt, Community Development Director

4/28/2020



Chris Tomerlin, Budget Manager

5/4/2020



Jeffrey R. Jurgens, Corporation Counsel

5/5/2020



Tara Henry, Legislative Assistant

5/7/2020

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- CD 2B Resolution - IHDA SFR Round 3 Acceptance
- CD 2C 51680 City of Bloomington - Conditional Commitment Letter

RESOLUTION NO. 2020 - _____

**A RESOLUTION APPROVING ACCEPTANCE OF THE ILLINOIS HOUSING DEVELOPMENT
AUTHORITY'S SINGLE FAMILY REHABILITATION GRANT**

WHEREAS, in 2017, the City of Bloomington received \$236,250 in Round 1 Single Family Rehabilitation ("SFR") funding from the Illinois Housing Development Authority ("IHDA"); and

WHEREAS, through the 2017 grant, the City completed six rehabilitation projects for income-qualified residents; and

WHEREAS, in 2019, the City of Bloomington received \$378,000 in SFR funding from IHDA; and

WHEREAS, through the 2019 grant, the City will complete at least eight rehabilitation projects for income-qualified residents; and

WHEREAS, the City applied for and was awarded SFR Round 3 funding in the amount of \$444,000, which will allow the City to offer at least nine low-to-moderate income homeowners the opportunity to complete home rehabilitation; and

WHEREAS, the City Council finds it in the best interest of the City to accept the IHDA SFR Grant in the amount of \$444,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS THAT THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S SINGLE FAMILY REHABILITATION GRANT IS HEREBY ACCEPTED AND THAT THE MAYOR AND CITY CLERK ARE AUTHORIZED TO EXECUTE ANY NECESSARY DOCUMENTS, INCLUDING THE CONDITIONAL COMMITMENT LETTER TO EFFECTUATE ACCEPTANCE OF THE GRANT.

PASSED this 11th day of May 2020.

APPROVED this ____ day of May 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

**TRUST FUND
SINGLE FAMILY
LOANS**

April 24, 2020

City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61701
Attn: Mayor Tari Renner

Re: Conditional Commitment Letter (this “Letter”)
Single Family Rehab Program
City of Bloomington (STF-51680)

Dear Honorable Renner:

The Illinois Housing Development Authority (“IHDA”) is the program administrator of the Illinois Affordable Housing Program (the “Trust Fund”), as that program is authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 *et seq.*, as amended from time to time (the “Trust Fund Act”), and the rules promulgated under the Trust Fund Act, as amended and supplemented from time to time (the “Rules”). All capitalized terms used in this Letter and not otherwise defined shall have the meanings established in the Trust Fund Act, and if not defined there, the meanings established in the Rules.

City of Bloomington, an Illinois unit of local government (“Sponsor”), has applied to IHDA for, and IHDA agrees to make, funds available in the maximum amount of Four Hundred Forty-Four Thousand and No/100 Dollars (\$444,000.00) (the “Funds”) from the Trust Fund, pursuant to Section 8 of the Trust Fund Act, to make forgivable mortgage loans (“Loans”) to certain Low Income Households (defined as a household income at or below 80% of the area median income) and Very Low Income Households (defined as a household income at or below 50% of the area median income) in connection with making repairs (the “Rehabilitation”) to their homes (the “Households”) by (i) replacing costly maintenance items for the purpose of removing health and safety hazards (the “Health and Safety Rehabilitation”); or (ii) if no such health and safety hazards are present, repairing or replacing the roof to mitigate damage and deterioration so that the home is insurable (the “Roof Rehabilitation”), to approximately ten (10) single family home (the “Homes”), located in McLean County, Illinois, to be identified at a later date (the “Project”).

The provision of the Funds shall be subject to the contingencies, terms and conditions set forth below.

A. CONTINGENCIES: IHDA’s performance of its obligations under this Letter is contingent upon:

1. Availability of Appropriations (30 ILCS 500/20-60). IHDA shall use its best

efforts to secure sufficient appropriations to fund the Loans. However, IHDA's obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or granted to IHDA by the Illinois General Assembly to allow IHDA to fulfill its obligations under this Letter; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by IHDA, at IHDA's sole discretion, are insufficient to complete the Project. IHDA shall give the Sponsor notice of insufficient funding as soon as practicable. The Sponsor's obligation to perform shall cease upon receipt of the notice.

2. Other Contingencies. IHDA's performance of its obligations under this Letter, dated as of the date set forth above, is also contingent upon the Sponsor's completion or satisfaction of each and all of the terms and conditions listed below to IHDA's sole satisfaction. IHDA's performance is also contingent upon its determination, in its sole discretion, on the Closing Date (as hereinafter defined) and each date thereafter upon which Funds are to be disbursed, that the (a) funds received from all sources listed above, plus any additional funds provided by the Sponsor or any other funding source, will be sufficient to complete the Rehabilitation of the Homes constituting the Project; and (b) Sponsor, its constituent or related entities, or its members, shareholders or other related individual, not being in default under the terms of any other loan or grant made by IHDA under the Trust Fund or any other IHDA program, or not having been in default under the terms of any other loan or grant made by IHDA under any IHDA program and failed to cure that default.

B. GENERAL CONDITIONS: This Letter and the Funds shall be subject to the terms and conditions of the Trust Fund Act, the Rules, the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the "Act"), and the rules, policies and procedures now or hereafter adopted by IHDA pursuant to the Act, all as amended and supplemented from time to time. In addition, the Sponsor shall review and become familiar with the program requirements as set forth in that certain Trust Fund Single Family Rehabilitation with Roof-Only Option Program Manual (as amended and supplemented from time to time, the "Program Manual"). The Program Manual shall be incorporated into this Letter by this reference and is available electronically upon request.

C. TERMS AND CONDITIONS OF THE FUNDS: The provision of the Funds shall be subject to the following terms and conditions:

1. Amount of Funds. The Funds shall be in the amount of FOUR HUNDRED FORTY-FOUR THOUSAND AND NO/100 DOLLARS (\$444,000.00).

2. Conditions of Funds. As set forth above, Loans to Low Income Households and Very Low Income Households for Health and Safety Rehabilitation shall (a) not exceed Forty-Five Thousand and No/100 Dollars (\$45,000.00) each, (b) bear no interest, (c) have a term of five (5) years (as applicable, the "Term"), and (d) be forgiven at the rate of one-sixtieth ($1/60^{\text{th}}$) of the amount of the Loan at the end of each month throughout the Term. Loans to Low Income Households for Roof Rehabilitation shall (i) not exceed Sixteen Thousand Five Hundred and No/100 Dollars (\$16,500.00) each, (ii) bear no interest, (iii) have a term of three (3) years (as applicable, the "Term"), and (iv) be forgiven at the rate of one thirty-sixth ($1/36^{\text{th}}$) of the amount of

the Loan at the end of each month throughout the Term. The unforgiven, outstanding amount of each Loan shall be payable in accordance with the note and mortgage upon the earlier of (w) the sale or transfer of the Home, other than by inheritance to a co-owner of the Home or by operation of law upon the death of a joint tenant owner or to a spouse as a result of a divorce of co-owners or (x) the Home is no longer the principal residence of the Household or (y) a refinancing of the Home resulting in the Household being allowed to receive a cash payment. To the extent Loan funds are available, Households may transfer such available funds from Roof Rehabilitation to Health and Safety Rehabilitation if health and safety issues are discovered in the Home; however, these two rehabilitation options may not be combined and the total funding may not exceed Forty-Five Thousand and No/100 Dollars (\$45,000.00) per Home.

3. Closing Date. The closing of the Funds shall occur at such time (the “Closing Date”) as: (a) the Sponsor has satisfied all of the requirements set forth in this Letter, as determined in IHDA’s sole discretion; and (b) IHDA has issued its internal closing memo authorizing the closing of the Funds. Unless otherwise agreed in writing by the parties, the Closing Date shall be no later than **September 30, 2020** (the “Outside Closing Date”). **If the closing of the Funds does not occur on or before the Outside Closing Date, this Letter shall terminate and shall not be extended.**

4. Purpose of Funds. The Sponsor shall enter into a funding agreement (the “Funding Agreement”) with IHDA setting forth the terms and conditions governing the disbursement and use of the Funds. The Funding Agreement shall contain provisions including, but not limited to, the following:

a. Use of Funds. The Sponsor shall use the Funds to make Loans to Households approved by the Sponsor to participate in the Project. The proceeds of the Loans shall be used to address health and safety issues of the property or to mitigate roof damage and deterioration so that the property is insurable. Funds may not be used for institutional properties, but must be for independently-owned residences.

b. Conditions of Loans. As set forth in **Paragraph C.2**, along with the other conditions provided herein, the Loans shall not exceed Forty-Five Thousand and No/100 Dollars (\$45,000.00) each for Health and Safety Rehabilitation or Sixteen Thousand Five Hundred and No/100 Dollars (\$16,500.00) each for Roof Rehabilitation. Each Loan shall be governed by an Owner Agreement entered into by and between the Sponsor and the Household and further evidenced by a Note and a Mortgage from the Household, each in favor of IHDA.

c. Project Completion Date. All Loans shall be made no later than twenty-four (24) months of the Closing Date (the “Termination Date”). Any unexpended Funds as of the Termination Date shall be retained by IHDA.

5. Disbursement Date. Funds will be disbursed upon submission of payout documentation acceptable to IHDA, as more fully described in the Program Manual.

6. Funds Documents. Prior to the Closing Date, the Sponsor shall deliver to IHDA

two (2) original copies of the Funding Agreement executed by the Sponsor and such other documents as IHDA may reasonably require, in its sole discretion. This Letter, the Funding Agreement, and all other documents governing or securing the Funds are collectively referred to in this Letter as, the “Funding Documents”.

7. Sponsor’s Eligible Fees.

a. The Sponsor may retain a maximum of five percent (5%) of the Funds for reimbursement of administrative costs (as further described in the Program Manual); provided, however, that such administrative costs are eligible costs to be determined by IHDA in its sole discretion.

b. The Sponsor may retain a portion of the Funds to pay for the administrative costs of each Project (“Project Delivery”) (as further described in the Program Manual) in an amount not to exceed a fifteen percent (15%) of the total amount of (i) the respective Loan plus (ii) any and all soft costs of the respective Project (as defined in the Program Manual); provided, however, that the costs for Project Delivery are eligible costs to be determined by IHDA in its sole discretion.

8. Other Showings. Not less than ten (10) business days prior to the Closing Date, the Sponsor shall, at its sole cost and expense, deliver to IHDA, the following documents, in form and substance satisfactory to IHDA:

a. Resolution or ordinance of the Sponsor, certified by the clerk or other authorized municipal official acceptable to IHDA within thirty (30) days of the Closing Date, authorizing the Project and the execution of the Funding Agreement and any other documents in connection with the Project; Certificate of Incumbency of the Sponsor indicating those officers and/or officials who are authorized to execute and deliver the Funding Agreement and any other documents in connection with the Project, with specimen signatures of those officers and/or officials, certified by an authorized officer or official of the Sponsor, as of a date within thirty (30) days prior to the Closing Date;

b. Participant Selection Plan;

c. Drug-Free Workplace Certification in the form attached to this Letter as **Exhibit A**;

d. Taxpayer Identification Number Certification in the form attached hereto as **Exhibit B**; and

e. Any and all other documents and showings requested by IHDA or its counsel, in their sole discretion.

9. Privacy Act Certification. The Sponsor certifies, to the best of its knowledge and belief, that the undersigned has adopted and implemented and will enforce an Information Security Policy (“Privacy Policy”) that: (a) complies with the Gramm-Leach-Bliley Act (the “GLB Act”); (b) complies with the Federal Trade Commission’s established policies and procedures for safeguarding

information for applicants and individual participants (“Participants”) of the Project (the “Safeguard Rule”); (c) includes appropriate measures to dispose of applicants’ and Participants’ information in compliance with the foregoing (the “Disposal Rule”); and (d) complies with the Personal Information Act (the “PIA Act”) (the GLB Act, the Safeguard Rule, the Disposal Rule and the PIA Act shall be collectively referred to herein as the “Privacy Legislation”).

The Sponsor additionally certifies, to the best of its knowledge and belief, that the undersigned’s Privacy Policy: (i) creates a form of privacy notice that is in compliance with the Privacy Legislation (“Privacy Notice”); (ii) requires that the Privacy Notice be delivered to all individuals prior to a relationship being established with and prior to the applicant disclosing any nonpublic personal information to the Sponsor regardless of whether or not a loan is extended to this individual; (iii) directs that the Privacy Notice be sent by mail to the last known address or delivered in person to all of the existing Participants under the Project and yearly thereafter for the duration of the relationship with the Participants; (iv) provides that if the Sponsor changes its Privacy Policy that the Sponsor will need to provide a new, revised Privacy Notice reflecting the changes to the Privacy Policy to the Participants; and (v) complies with all of the requirements set forth in that certain Notice Regarding Privacy Act delivered to the Sponsor by IHDA.

The Sponsor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

D. LIMITATIONS ON USE OF THE FUNDS. All of the Homes shall be occupied by Low Income Households or Very Low Income Households. A copy of the current income guidelines is available on IHDA’s website at <https://www.ihda.org/my-community/revitalization-programs>. The Sponsor shall obtain evidence, satisfactory to IHDA, of each prospective Household’s income prior to the disbursement of any Loan.

E. GENERAL PROVISIONS.

- 1. Assignment.** This Letter is not assignable by the Sponsor, in whole or in part.
- 2. Termination.** If the closing of the provision of the Funds does not take place on or before the Outside Closing Date, this Letter shall immediately terminate and be of no further force and effect.
- 3. No Personal Liability.** No member, officer, agent or employee of IHDA or the Trust Fund Advisory Commission, or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Letter.
- 4. Indemnification of IHDA.** The Sponsor agrees to defend and indemnify and hold harmless IHDA from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys’ fees, costs, disbursements, and other expenses, that IHDA may incur or suffer by reason of or in connection

with the Project. The Sponsor further agrees that IHDA, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of the Sponsor under this **Paragraph E.4** shall survive the provision of the Funds.

5. State Debt. By signing and accepting this Letter, the Sponsor is hereby declaring and certifying that it and its affiliates and related entities are not delinquent in the payment of any debt to the State of Illinois (or if delinquent, has entered into a deferred payment plan to pay the debt) and the Sponsor and its affiliates and related entities acknowledge that IHDA may declare this Letter null and void if this certification is false or if the Sponsor, its affiliates or related entities later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

6. Time for Acceptance. The terms and conditions of this Letter shall not become effective unless the Sponsor unconditionally accepts it by executing two (2) copies of this Letter in the space provided below and returning them to the Illinois Housing Development Authority, 111 East Wacker Drive, Suite 1000, Chicago, Illinois 60601, Attention: Legal Department, within sufficient time so that IHDA actually receives them within fourteen (14) days of the date of this Letter. If not accepted unconditionally and received by IHDA as provided above, this Letter shall automatically become void and of no legal effect.

7. Publicity. IHDA reserves the right to publicize the issuance of this Letter and the provision of the Funds. The Sponsor agrees that IHDA may use photographs of the interior and exterior of the Project for its future marketing and public relations purposes. The Sponsor shall notify IHDA immediately of any formal publicity in connection with the Project that is arranged or promoted by the Sponsor or any other party participating in the financing or development of the Project. Formal publicity includes, but is not limited to, participation in news conferences and media events such as ground breaking and dedication ceremonies. IHDA shall have the right to approve the dates of any formal publicity events and the content of any media releases for such events. The use of IHDA's name in any signage, advertising or in any other manner is subject to IHDA's prior written consent.

8. Survival of Obligations. The Sponsor's obligations as set forth in this Letter shall survive the Closing Date and the Sponsor shall continue to cooperate with IHDA and furnish any documents, exhibits or showings required. In the event of a conflict between this Letter and the Funding Agreement, IHDA shall determine which document shall control.

9. Notices. Any notice, demand, request or other communication which any party may desire or may be required to give to any other party under this Letter shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

The Sponsor:

City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61701
Attn: Mayor Tari Renner

IHDA:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attn: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as provided in this Letter. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) days after proper deposit with the United States Postal Service.

10. Errors and Omissions. IHDA reserves the right, in its sole and absolute discretion, to change or insert terms and conditions contained in this Letter which are incorrect or which were omitted herein, based upon errors and omissions of IHDA.

11. Counterparts. This Letter may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Letter must be produced or exhibited, be the Letter, but all such counterparts shall constitute one and the same instrument. IHDA reserves the right, in its sole and absolute discretion, to require original signatures or to rely on facsimile transmissions or photocopies of facsimile transmissions and the Sponsor, hereby waives any rights to object to the validity of their signature based upon IHDA's determination as aforesaid.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

Very truly yours,

**ILLINOIS HOUSING DEVELOPMENT
AUTHORITY**

By: _____
Kristin Faust, Executive Director

Signed on _____, 2020

Approved as to form:

By: _____
Maureen G. Ohle, General Counsel

By: _____
Edward Gin, Chief Financial Officer

Accepted by the Sponsor this

12th day of May, 2020

CITY OF BLOOMINGTON,
an Illinois unit of local government

By: _____

Name: Tari Renner

Its: Mayor

Exhibits:

A: Drug-Free Workplace Certification

B: Taxpayer Identification Number Certificate

EXHIBIT A

STATE OF ILLINOIS

Drug Free Workplace Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, “grantee” or “contractor” means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- (3) Notifying the employees that, as a condition of employment on such contract or grant, the employee will:
 - A. abide by the terms of the statement; and
 - B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee’s or contractor’s policy of maintaining a drug free workplace;

- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

City of Bloomington

Printed Name of Organization

Signature of Authorized
Representative

Tari Renner, Mayor

Printed Name and Title

Date: _____

EXHIBIT B

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

Business Name: City of Bloomington, Illinois

Taxpayer Identification Number:

Social Security Number _____

OR

Employer Identification Number 37-6001563

Legal Status (check one):

☐ Individual

☒ **X Governmental**

☐ Sole Proprietor

☐ Nonresident alien

☐ Partnership

☐ Estate or trust

☐ Legal Services Corporation

☐ Pharmacy (Non-Corp.)

☐ Tax-exempt

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Corporation providing or billing
classification)
medical and/or health care services

☐ Limited Liability Company (select applicable tax

☐ Corporation NOT providing or billing
medical and/or health care services

☐ D = disregarded entity

☐ C = corporation

☐ P = partnership

Signature: _____

Date: _____



CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: May 11, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021, and on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving the Contract with Drake Scruggs Equipment Inc., for the Purchase of One (1) 2020 Ford F-350 in the Amount of \$50,556 (Bid #2020-51), as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance, Resolution, and Contract be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 2b. Quality water for the long term
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending the approval of an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021, on a Resolution to Waive the Bidding Technicality, and on the purchase of one 2020 Ford F-350 with Service Body, in the amount of \$50,556, to replace unit LB03. The current unit is a 2008 Ford F-150 pickup truck that was scheduled for replacement in FY2020 for the Water Division. Staff prepared a bid package and advertised the vehicle purchase for competitive bids. The bid was released on March 18, 2020. Due to COVID-19 concerns, the bidding process was extended to April 13, 2020.

The City received only one bid from Drake Scruggs Equipment of Springfield, IL, in the amount of \$50,556. There were no local bids. This was the only bid submission received and it was responsive and responsible. Attached is the tracking documentation that shows the first delivery was attempted on 4/10/2020 at 11:16 a.m. but the City was closed for business. The UPS tracking documentation also shows the delivery was delayed two times by UPS due to an emergency situation or severe weather after being shipped on 4/9/2020 at 2:41 p.m. The successful delivery was made on Monday, 4/13/2020, at 10:25 a.m. which was ten minutes past the deadline. The City staff requests the bid technicality be waived through a resolution and the City Manager be authorized to enter into a new contract with Drake Scruggs Equipment Inc.

A service body truck will be more efficient for staff who perform work in remote locations. The new unit will be stocked with water quality testing equipment that is used throughout the water distribution system and will carry a wide variety of parts and tools to remote sites. A service body truck will greatly reduce the number of trips for supplies, minimizing

travel times and increasing staff productivity.

The current unit is 12 years old and has 105,556 miles. The maintenance cost to date is \$13,657.13. Recent repair issues with this unit have included brake calipers rusted and seized, brake lines rusted through and leaking, power steering pump, steering shaft u-joints, transmission and oil cooler lines rusted through, HVAC system, starter, and engine drive belt and tensioner.

Staff requests that the replaced unit be retained and used to replace a 2005 Mitsubishi Endeavor that will be declared surplus and sold at public auction at publicsurplus.com. It is expected to sell for \$2,400.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because the unit will be used daily in order to perform maintenance tasks, including testing water quality throughout the distribution system, rebuilding pumps, and changing oil and filter on pump motors and HVAC systems. It will also improve efficiency for staff who perform work in remote locations by allowing them to carry more equipment.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The request for bids was advertised in The Pantagraph on March 18, 2020.

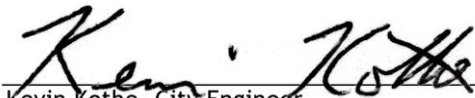
FINANCIAL IMPACT: If approved, the vehicle will be purchased out of the FY 2021 Budget under the Water Purification-Capital Outlay Licensed Vehicle account (50100130-72130). This was originally included in the FY 2020 Budget with an estimated cost of \$37,711. Due to a bid extension, the item is being presented in FY 2021 and includes a budget amendment. See the attached ordinance and exhibit for more details. Stakeholders can locate the item in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 121 and 224.

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.

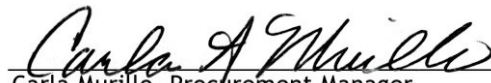
Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:


Kevin Kothe, City Engineer

4/28/2020


Carla Murillo, Procurement Manager

5/4/2020


Chris Tomerlin, Budget Manager

5/4/2020


Jeffrey R. Jurgens, Corporation Counsel

5/5/2020


Tara Henry, Legislative Assistant

5/7/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 2B Water Division Bid #2020-51 Drake Scruggs Contract Truck with Service Body
- PW 2C Tracking_Water Division Ford F350 Truck Drake Scruggs Bid #2020-51 1778
- PW 2D Resolution_Water Division Ford F350 Truck Drake Scruggs 1778
- PW 2E Ordinance Water Division Ford F350
- PW 2F Exhibit Water Division Ford F350

**CITY OF BLOOMINGTON
CONTRACT WITH
Drake Scruggs Equipment
FOR**

Water Division 2021 or Newer 10,900 lb Truck with Service Body

THIS AGREEMENT, dated this 12 day of April ^{Correction to} MAY, 2020, is between the City of Bloomington (hereinafter "CITY") and Drake Scruggs Equipment (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFQ & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
Bid #2020-51 Water Division 10,900 lb Truck w/Service Body (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: _____

One (1) 2021 or newer 10,900 lb. GVWR Pickup Style Cab With Service Body.

Copies retained in Procurement.

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

☐ A flat fee of \$ _____ as set forth in the Procurement Documents.

☒ Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

Drake Scruggs Equipment

By: _____
Its 4/28/2020

4/28/2020 | 11:28 AM CDT

By: _____
Its _____

BID FORM

BID #2020-51

WATER DIVISION 2021 or NEWER 10,900 LB. GVWR PICKUP STYLE TRUCK
WITH SERVICE BODY

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

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

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

DESCRIPTION

AMOUNT

Bidder to supply One (1) 2021 or newer
10,900 lb. GVWR Pickup Style Cab
With Service Body to the City of Bloomington

\$ 50,556

Year, Make, and Model Chassis: 2020 F-350 Ford

Year, Make and Model Body: 2020 Knapheide KC108L1478 Kuv cc

Delivery days from receipt of order 110

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

Drake Scruggs Equipment
Firm


Authorized Signature

2000 South Dinksen Parkway Springfield IL 62708
Address City State Zip

217-753-3871
Phone Number

4/4/20
Date

Email Address: bturnbull@drake-scruggs.com

Drake Scruggs Tracking for Bid #2020-51 PW Water Division Ford F350 with Service Body
Customer Service

Tracking Details

Tracking Number1Z6175050165689006

Updated: 05/04/2020 11:40 A.M. EST

Tracking Status

Delivered

Delivered On

Monday04/13/2020

Delivery Time

at 10:25 A.M.

Send Updates

Delivered To

BLOOMINGTON, IL, US

Left At: Office

Received By:

Proof of DeliveryOpen the link in a new window

We care about the security of your package. [Log in](#) to get more details about your delivery.

Shipment Progress

Table View

 Overview  Detailed View

Progress Indicator	Status	Date	Location	Activity
Current Event	Delivered	04/13/2020 10:25 A.M.	BLOOMINGTON, IL, US	DELIVERED Proof of DeliveryOpen the link in a new window
Past Event	Out for Delivery	04/13/2020 7:38 A.M.	Bloomington, IL, United States	Out For Delivery Today
		04/13/2020 6:00 A.M.	Chicago, IL, United States	An emergency situation or severe weather condition has delayed delivery. / Your shipment is scheduled to arrive today after the delivery

Progress Indicator	Status	Date	Location	Activity
				commitment time.
		04/13/2020 4:52 A.M.	Bloomington, IL, United States	Loaded on Delivery Vehicle
		04/13/2020 4:47 A.M.	Bloomington, IL, United States	Destination Scan
		04/10/2020 7:16 P.M.	Bloomington, IL, United States	Destination Scan
Past Event	Delivery Attempted	04/10/2020 11:16 A.M.	Bloomington, IL, United States	The receiving business was closed at the time of the first delivery attempt. A second attempt will be made.

Progress Indicator	Status	Date	Location	Activity
Past Event	Delivered	04/10/2020 11:14 A.M.	Bloomington, IL, US	Commercial Inside Release
		04/10/2020 8:04 A.M.	Bloomington, IL, United States	Out For Delivery Today
		04/10/2020 6:18 A.M.	Bloomington, IL, United States	Loaded on Delivery Vehicle
		04/10/2020 6:03 A.M.	Bloomington, IL, United States	Destination Scan
		04/10/2020 6:00 A.M.	Chicago, IL, United States	An emergency situation or severe weather condition has delayed delivery. / Your shipment is scheduled to arrive today

Progress Indicator	Status	Date	Location	Activity
				after the delivery commitment time.
		04/10/2020 3:50 A.M.	Bloomington, IL, United States	Arrival Scan
		04/10/2020 2:54 A.M.	Decatur, IL, United States	Departure Scan
		04/09/2020 11:25 P.M.	Decatur, IL, United States	Arrival Scan
		04/09/2020 10:27 P.M.	Springfield, IL, United States	Departure Scan
Past Event	Shipped	04/09/2020 6:58 P.M.	Springfield, IL, United States	Origin Scan

Progress Indicator	Status	Date	Location	Activity
Past Event	Label Created	04/09/2020 2:41 P.M.	United States	Order Processed: Ready for UPS

RESOLUTION NO. 2020 - ____

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING A CONTRACT WITH DRAKE SCRUGGS EQUIPMENT INC., FOR THE PURCHASE OF ONE (1) FORD F-350 IN THE AMOUNT OF \$50,556

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

WHEREAS, City staff did endeavor to solicit bids for the purchase of this vehicle and one bid was received by Drake Scruggs Equipment, Inc., although due to delivery issues associated with COVID-19, the bid was received after the deadline and it is believed it was late at no fault of the bidder;

WHEREAS, Drake Scruggs Equipment Inc. was the only bid submission received, was a responsive and responsible bid, and attached tracking documentation shows the first delivery was attempted on 4/10/2020 at 11:16 a.m. but the City was closed for business due to the pandemic; and

WHEREAS, the tracking documentation shows the delivery was delayed two times by UPS due to an emergency situation or severe weather and was successfully delivered on Monday, 4/13/2020 at 10:25 a.m. which was ten minutes past the deadline; and

WHEREAS, City staff requests the bid technicality be waived and the City Manager be authorized to enter into a new contract with Drake Scruggs Equipment Inc., for the purchase of one (1) 2020 Ford F-350 with service body in the amount of \$50,556.

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

That the recitals set forth above are incorporated herein, and the City Manager, or designated representatives, are authorized to secure the contract with Brenntag Mid-South, Inc., for the and are authorized to execute any necessary documents to effectuate the contract.

PASSED this 11th day of May 2020.

APPROVED this ____ day of May 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2021**

WHEREAS, on April 22, 2020 by Ordinance Number 2020-22, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2020 and Ending April 30, 2021, City of Bloomington, which Ordinance was approved by Mayor Tari Renner on April 23, 2020; and

WHEREAS, a Budget Amendment is needed as detailed below;

An Ordinance amending the Fiscal Year 2021 Budget, in the amount of \$50,556, for the purchase of one (1) 2020 Ford F-350 with Service Body from Drake Scruggs Equipment of Springfield, IL, (Bid #2020-51), as requested by the Public Works and the Finance Department.

Section One: Ordinance Number 2020-22 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2021) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2020-22 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2020-22.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 11th day of May 2020.

APPROVED this ____ day of May 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

FY 2021 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
50100130-40000	Water	Use of Fund Balance	\$ (50,556.00)	
50100130-72130	Water	Capital Outlay Licensed Vehicle	\$ 50,556.00	
Net Transaction:			\$ -	



CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: May 11, 2020

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

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021, and the approval of the Purchase of one (1) 2020 Ford F-350 Dump Truck from Currie Motors of Frankfort, IL, using the Northwest Municipal Contract and the Suburban Purchasing Cooperative Contract (#184), in the amount of \$44,047, as requested by the Public Works Department and the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION: The proposed Ordinance and Purchase 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: Public Works and Parks, Recreation and Cultural Arts (PRCA) are recommending the approval of an ordinance amending the budget for the Fiscal Year Ending April 30, 2021, and the purchase of a 2020 Ford F-350 with a stainless steel dump body from Currie Motors of Frankfort, IL, using the Northwest Municipal Contract and the Suburban Purchasing Cooperative Contract, in the amount of \$44,047.

Public Works prepared a bid package for competitive bids. A bid was released on March 18th, 2020 and was posted to the City website and a bid notice sent to twelve (12) local firms in McLean County and twenty-five (25) firms within the state. Due to COVID-19 concerns, the bidding process was extended to April 13, 2020. The City received no bids from any vendors, including local vendors. As a result, staff obtained a quote through the joint purchasing contracts mentioned above.

PRCA has a 2005 GMC 3500 dump truck, Unit 700, that was scheduled for replacement in FY 2020. This unit would typically be used daily by one of PRCA's horticulturalists for hauling equipment, plants, mulch, etc., to each job site. This unit is 15 years old and has 73,050 miles. The maintenance cost to date is \$16,845.56. Recent repair issues with this unit have included the front suspension, SRS airbag system, water pump, body and chassis electrical, brakes, dash cluster, fuel lines, brake lines, power steering, transmission, and oil cooler lines rusted through and leaking. The cab is rusting, along with the dump bed that has holes rusted through the subframe and rear platform.

Staff requests that the replaced unit be declared surplus and sold on public auction at publicsurplus.com, where it is expected to bring approximately \$4,500.



City Staff is aware of heightened concerns regarding the COVID-19 pandemic. However, this expenditure is necessary, because the current unit has a rusted bed, is not safe to haul anything, and would typically be used daily by one of PRCA's horticulturalists.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A request for bids was advertised in The Pantagraph on March 18, 2020.

FINANCIAL IMPACT: If approved, the FY 2021 Budget will be amended by \$44,047. The unit will be paid for out of the Capital Lease-Capital Outlay-Capital Outlay Licensed Vehicle account (40110143-72130).

This unit was included in the FY 2020 Budget and can be found in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 87 and 90 under Capital Lease-Capital Outlay Licensed Vehicle account (40110141-72130) with a budgeted amount of \$50,470.

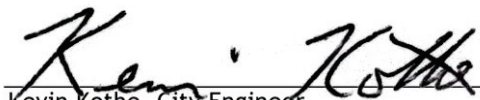
Please see the attached Ordinance and Exhibit for details on the budget amendment required to make this purchase during Fiscal Year 2021.

COMMUNITY DEVELOPMENT IMPACT: Goal NE-2. Create a park and green space system that protects the environment and provides for a variety of active and passive recreational activities for current and future residents of Bloomington, Objective NE-2.1. Increase the diversity, quality, and quantity of tree cover and greenery throughout the City

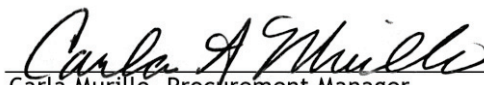
Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:


Kevin Kothe, City Engineer

4/28/2020


Carla Murillo, Procurement Manager

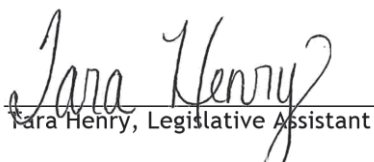
4/29/2020


Chris Tomerlin, Budget Manager

4/29/2020


Jeffrey R. Jurgens, Corporation Counsel

5/4/2020


Tara Henry, Legislative Assistant

5/6/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PRCA 2B Ordinance_Unit 700 Dump Truck Replacement 05112020
- PRCA 2C Exhibit_Unit 700 Dump Truck Replacement 05112020
- PRCA 2D Quote_Unit 700 Dump Truck Replacement 05112020

ORDINANCE NO. 2020 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2021**

WHEREAS, on April 22, 2020 by Ordinance Number 2020-22, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2020 and Ending April 30, 2021, City of Bloomington, which Ordinance was approved by Mayor Tari Renner on April 23, 2020; and

WHEREAS, a Budget Amendment is needed as detailed below;

An Ordinance amending the Fiscal Year 2021 Budget, in the amount of \$44,047.00, for the purchase of one (1) 2020 Ford F-350 Dump Truck from Currie Motors of Frankfort, IL, using the Northwest Municipal Contract and the Suburban Purchasing Cooperative Contract (#184), as requested by the Parks, Recreation and Cultural Arts Department and the Finance Department.

Section One: Ordinance Number 2020-22 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2021) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2020-22 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2020-22.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 11th day of May 2020.

APPROVED this ____ day of May 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

FY 2021 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
40110143-57516	Capital Lease	Proceeds	\$ (44,047.00)	
40110143-72130	Capital Lease	Capital Outlay Licensed Vehicles	\$ 44,047.00	
Net Transaction:			\$ -	

Prepared for: City Of Bloomington

2020 F-350 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F3G)

Price Level: 40



Client Proposal

Prepared by:
THOMAS SULLIVAN
Office: 815-464-9200
Quote ID: bloomf350
Date: 04/21/2020



Prepared for:

City Of Bloomington

Prepared by: THOMAS SULLIVAN

04/21/2020



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2020 F-350 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F3G)

Price Level: 40 | Quote ID: bloomf350

Major Equipment

(Based on selected options, shown at right)

7.3L V-8 OHV w/SMPI 350hp

TorqShift 10 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan, external memory control
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags w/passenger cancel
- * SecurILock immobilizer
- * Message Center
- * Vinyl seats
- * Audio control on steering wheel
- * Rear axle capacity: 10400 lbs.
- * Rear spring rating: 10040 lbs.
- * Frame Yield Strength 50000 psi
- * Axle to end of frame: 47.2"

Exterior: Oxford White

Interior: Medium Earth Gray

- * Brake assistance
- * LT 245/75R17 E BSW AS S-rated tires
- * Firm suspension
- * Tinted glass
- * Bluetooth streaming audio
- * Dual power remote heated mirrors
- * 17 x 6.5 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Tachometer
- * Reclining front split-bench seats
- * Side steps
- * Front axle capacity: 5250 lbs.
- * Front spring rating: 4250 lbs.
- * Frame section modulus: 12.7 cu.in.
- * Cab to axle: 60"

Fuel Economy

As Configured Vehicle

STANDARD VEHICLE PRICE	MSRP
Order Code 640A	\$36,135.00
Monotone Paint Application	N/C
145" Wheelbase	STD
50-State Emissions System	STD
Oxford White	STD
Medium Earth Gray	N/C
Exterior Backup Alarm (Pre-Installed)	N/C
Upfitter Interface Module	\$140.00
4-Ton Hydraulic Jack	\$295.00
Power Equipment Group	\$55.00
110V/400W Outlet	\$915.00
Platform Running Boards	\$175.00
Rear View Camera & Prep Kit	\$320.00
Trailer Brake Controller	\$415.00
Steering Wheel-Mounted Cruise Control (LPO)	\$270.00
Daytime Running Lamps (DRL) (LPO)	\$235.00
Audible Lane Departure Warning	\$45.00
Pre-Collision Assist	\$115.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City Of Bloomington
Prepared by: THOMAS SULLIVAN
04/21/2020



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2020 F-350 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F3G)

Price Level: 40 | Quote ID: bloomf350

Major Equipment

As Configured Vehicle

	MSRP
Transmission: TorqShift 10-Speed Automatic	Included
3.73 Axle Ratio	Included
GVWR: 14,000 lb Payload Package	Included
Tires: LT245/75Rx17E BSW PLUS A/S	Included
Wheels: 17" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
Radio: AM/FM Stereo w/MP3 Player	Included
SYNC Communications & Entertainment System	Included
Accessory Delay	Included
Advanced Security Pack	Included
Folding Trailer Tow Mirrors w/Power Heated Glass	Included
MyKey	Included
Power Front Side Windows	Included
Power Locks	Included
Remote Keyless Entry	Included
397 Amp Alternators	\$115.00
Engine: 7.3L 2V DEVCT NA PFI V8 Gas	\$1,705.00
Dual 78 AH Battery	Included



Hwy
N/A

City
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City Of Bloomington

Prepared by: THOMAS SULLIVAN

04/21/2020



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2020 F-350 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F3G)

Price Level: 40 | Quote ID: bloomf350

<i>As Configured Vehicle</i>		MSRP
SUBTOTAL		\$41,050.00
Destination Charge		\$1,695.00
TOTAL		\$42,745.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City Of Bloomington

Prepared by: THOMAS SULLIVAN

04/21/2020



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2020 F-350 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F3G)

Price Level: 40 | Quote ID: bloomf350

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F3G	Base Vehicle Price (F3G)	\$36,135.00
Packages		
640A	Order Code 640A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic Includes selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - 3.73 Axle Ratio - GVWR: 14,000 lb Payload Package - Tires: LT245/75Rx17E BSW PLUS A/S Spare may not be the same as road tire. - Wheels: 17" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.	N/C
Powertrain		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	\$1,705.00
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>	Included
X37	3.73 Axle Ratio	Included
STDGV	GVWR: 14,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW PLUS A/S <i>Spare may not be the same as road tire.</i>	Included
64K	Wheels: 17" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City Of Bloomington

Prepared by: THOMAS SULLIVAN

04/21/2020

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2020 F-350 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F3G)**

Price Level: 40 | Quote ID: bloomf350

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
PAINT	Monotone Paint Application	STD
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> <i>- SYNC Communications & Entertainment System</i> <i>Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.</i>	Included
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> <i>- Accessory Delay</i> <i>- Advanced Security Pack</i> <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> <i>- Folding Trailer Tow Mirrors w/Power Heated Glass</i> <i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> <i>- MyKey</i> <i>Includes owner controls feature.</i> <i>- Power Front Side Windows</i> <i>Includes 1-touch up/down driver/passenger window.</i> <i>- Power Locks</i> <i>- Remote Keyless Entry</i>	\$915.00
61J	4-Ton Hydraulic Jack Required in Rhode Island.	\$55.00
86M	Dual 78 AH Battery	Included
18A	Upfitter Interface Module	\$295.00
67B	397 Amp Alternators	\$115.00
52B	Trailer Brake Controller <i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>	\$270.00
18B	Platform Running Boards	\$320.00
60C	Audible Lane Departure Warning	\$115.00
94P	Pre-Collision Assist <i>Includes Automatic Emergency Braking (AEB), automatic high beam and forward collision warning.</i>	\$115.00
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	\$415.00
43C	110V/400W Outlet	\$175.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City Of Bloomington

Prepared by: THOMAS SULLIVAN

04/21/2020

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2020 F-350 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F3G)**

Price Level: 40 | Quote ID: bloomf350

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes 1 in-dash mounted outlet. Includes: - Dual 78 AH Battery</i>	
76C	Exterior Backup Alarm (Pre-Installed) <i>Custom accessory.</i>	\$140.00

Fleet Options

525	Steering Wheel-Mounted Cruise Control (LPO) Requires valid FIN code.	\$235.00
942	Daytime Running Lamps (DRL) (LPO) Requires valid FIN code. <i>The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable.</i>	\$45.00

Emissions

425	50-State Emissions System	STD
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Interior Colors

AS_01	Medium Earth Gray	N/C
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Primary Colors

Z1_01	Oxford White	N/C
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Upfit Options

D-001	Delivery	\$175.00
R-0001	9' Galion Dump Body <i>9' GALION 133U-9 304 STAINLESS STEEL DUMP BODY: 9' x 84", 2.5-3.7 cu yd, 10 ga. 13" sides, 10 ga. 19" tailgate, 3/16" 304-2B floor, 304-#4 stainless steel construction, double-wall single panel tailgate, boxed top rails, stainless steel quick release latches, 1/4 cab shield with window, 615 hoist w/ electric/hydraulic. 2" trailer hitch receiver with safety chain guides. 7-way trailer light plug.</i>	\$13,405.00

SUBTOTAL	\$54,630.00
Destination Charge	\$1,695.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City Of Bloomington

Prepared by: THOMAS SULLIVAN

04/21/2020



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2020 F-350 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F3G)Price Level: 40 | Quote ID: bloomf350

As Configured Vehicle (cont'd)

Code	Description	MSRP
TOTAL		\$56,325.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City Of Bloomington

Prepared by: THOMAS SULLIVAN

04/21/2020

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2020 F-350 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F3G)**

Price Level: 40 | Quote ID: bloomf350

Pricing Summary - Single Vehicle

MSRP*Vehicle Pricing*

Base Vehicle Price	\$36,135.00
Options & Colors	\$4,915.00
Upfitting	\$13,580.00
Destination Charge	\$1,695.00

Discount Adjustments

Discount	-\$12,278.00
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Total	\$44,047.00
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Customer Signature

Acceptance Date



CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: May 11, 2020

SPONSOR: Facilities Department and Grossinger Motors Arena

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021 and to approve a Contract with Egizii Electric Inc. of Springfield, in the amount of \$109,740.61, to install the LED lights at the Grossinger Motors Arena, as requested by the Facilities Department and the Grossinger Motors Arena.

RECOMMENDED MOTION: The proposed Ordinance and Contract be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: On December 16th of 2019 the City Council approved the purchase of an LED (Light Emitting Diode) lighting package for the Grossinger Motors Arena bowl event area. This multi-phased project has been in process since 2018 and the City is dedicated to working with its community power supply partner, Ameren Illinois, to reduce energy consumption at the Arena. This project should continue for the following reasons: (1) the safety components of the aisle way lighting are required by the International Building Code and the International Fire Code, (2) the financial benefit of operating the new versus old lights at 60% reduced wattage equates to an annual savings of approximately \$30,000, (3) the potential loss of the Ameren Energy Efficiency Rebate incentive of up to \$30,000 will occur if the project is not completed this summer, and (4) the installation will occur during the current shut-down caused by COVID-19 and be completed by mid-August for the Arena fall concert and sporting events.

In a constant effort to reduce costs at the Arena with regards to electrical power consumption, the City is actively pursuing cost savings measures. We are in phase two of converting the lighting in the arena event area to LED. In reaching out and having conversations with Ameren Illinois, the best place to start was in the event area, addressing the costly 1000-watt metal halide fixtures. The second phase will see the installation of an Ephesus LED fixture which operates at 400 watts, which is a 60% energy savings per fixture. This new lighting system will also provide the ability to dim, change color and pattern, plus provide clear TV production quality needed for broadcast competitions such as the Illinois High School Association events.

Bidding the installation of the lighting system was pushed back two weeks to accommodate the current COVID-19 crisis. Prospective contractors were given the opportunity to view the site and area of work in the steel grid system, via a virtual 360 degree photo tour thru a

social media host site. This gave the contractors a unique and unprecedented view of the work area. Bids from six Illinois contractors were received. Three met the local preference policy.

VENDOR	LOCATION	TOTAL BID
Egizii Electric, Inc.	Springfield, IL	\$109,740.61
Twin City Electric, Inc.	Bloomington, IL	\$144,155.00
Ogni, Inc.	Wood Dale, IL	\$354,404.00
All Industrial Electric, Inc.	Schaumburg, IL	\$364,100.00
Wilcox Electric & Service, Inc.	Normal, IL	\$514,140.00
Anderson Electric, Inc.	Bloomington, IL	\$536,250.00

Staff believes the wide range of bids is due to the current crisis and amount of available work. With a local auto manufacturing company's aggressive construction schedule, some companies have current staff already dedicated to projects and could only accommodate new projects by drastically increasing staff. Their bid represents this increased staff and overhead costs. The lower bids may be from companies with reduced workload due to the current crisis and who are aggressively pursuing additional work. Staff have evaluated the submitted bids and recommend award to the apparent responsive low bidder, Egizii Electric of Springfield, IL.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Ameren Illinois, VenuWorks, Leidos Inc. and Illinois Commerce Commission Electricity Allies.

FINANCIAL IMPACT: If approved, the Contract for \$109,740.61 will be awarded to Egizii Electric Inc., of Springfield for the installation of the LED lights at the Grossinger Motors Arena. The installation will be paid out of the FY 2021 City Budget under the City Arena-Other Professional & Technical Services account (57107110-70220). Due to a bid extension this item is being presented as a budget amendment. Funds totaling \$325,000 were included in the FY 2020 Budget under the City Arena-Capital Outlay Equipment Other than Office account (57107110-72140) for \$225,000 and the \$100,000 out of City Arena-Buildings account (57107110-72520). The amount of \$157,537.80 for the LED lights was awarded by City Council to Graybar of Peoria on December 16, 2019, Item 7A. See the attached ordinance and exhibit for details on the budget amendment. Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 174, 243, 358, 361 and 362.

COMMUNITY DEVELOPMENT IMPACT: UEW-1.3 Work cooperatively with other public and private utility service providers operating in the City to address mutual concerns and needs. UEW-1.3b Coordinate with internal and external utility service providers through regular information exchange and cooperative planning of utility infrastructure where feasible. Schedule infrastructure repair with other utilities to promote efficiency and minimize service disruption. UEW-1.3f Work closely with all utilities to promote the use and design of energy efficient practices such as the use of energy efficient lighting.

Respectfully submitted for Council consideration.

Prepared by: Josh Ftacek, Facility Maintenance Supervisor

Reviewed by:



Russel Waller, Director of Facility Management

4/23/2020



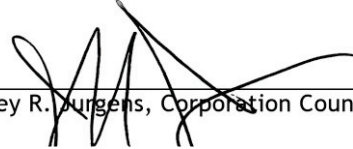
Carla Murillo, Procurement Manager

5/4/2020



Chris Tomerlin, Budget Manager

5/4/2020



Jeffrey R. Jurgens, Corporation Counsel

5/5/2020



Tara Henry, Legislative Assistant

5/7/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- FAC 1B Bid Opening Summary #2020-49
- FAC 1C Bid Evaluation #2020-49
- FAC 1D Arena LED Retrofit_Egizii Contract
- FAC 1E Ordinance LED Retrofit
- FAC 1F Exhibit LED Retrofit



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

RECORD OF BID OPENING FOR:

BID # 2020-49
Bloomington Arena LED Retrofit

DATE: April 22, 2020

TIME: 11:00 a.m.

Bidder's Name	City, State	Mandatory City Docs	Bid Signed	Addendum #1	Addendum #2	Subtotal	Contingency (10%)	Total Bid
Ogni, Inc.	Wood Dale, IL	✓	✓	✓	✓	322,186.30	32,219.00	354,404.00
Ejirui Electric Inc.	Springfield, IL	✓	✓	✓	✓	99,764.19	9,976.42	109,740.61
Anderson Electric	Bloomington, IL	✓	✓	✓	✓	487,500.00	48,750.00	536,250.00
Wilcox Electric + Service Inc	Normal, IL	Not Full Bid Packet	✓	✓	✓	467,400.00	46,740.00	514,140.00
All Industrial Electric, Inc.	Schaumburg, IL	Not Full Bid Packet	✓	✓	✓	331,000.00	33,100.00	364,100.00
Twin City Electric, Inc	Bloomington, IL	✓	✓	✓	✓	131,050.00	13,105.00	144,155.00

WITNESSES:

T. Gamm
Quincy Mitchell

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

City of Bloomington, Illinois
Arena LED Retrofit
 Bid #2020-49
 BID Evaluation

By: J. Ftacek
 Rev: R. Waller

BID Evaluation												
				OGNI INC.		Low Bid						
Base Bid Items				Units	Qty	Bid Price	Egzili Electric	Bid Price	Anderson Electric Inc.	Wilcox Electric	All Industrial Electric Inc.	Twin City Electric Inc.
1	Existing Conduit Demolition & Relocation			LS	1	\$ 74,978.28	\$ 26,739.19	\$	\$ 234,000.00	\$ 122,900.00	\$ 72,000.00	\$ 28,125.00
2	Aisle Way Lighting Installation			LS	1	\$ 66,172.81	\$ 37,250.00	\$	\$ 73,000.00	\$ 115,000.00	\$ 80,000.00	\$ 18,950.00
3	Eaton Ephesus Lighting System			LS	1	\$ 161,077.18	\$ 18,275.00	\$	\$ 140,000.00	\$ 221,500.00	\$ 143,000.00	\$ 51,550.00
4	Control Integration of ALL Systems			LS	1	\$ 19,958.02	\$ 17,500.00	\$	\$ 40,500.00	\$ 8,000.00	\$ 36,000.00	\$ 32,425.00
Subtotal						\$ 322,186.29	\$ 99,764.19	\$	\$ 487,500.00	\$ 467,400.00	\$ 331,000.00	\$ 131,050.00
Contingency (10% of Subtotal)						\$ 32,219.00	\$ 9,976.42	\$	\$ 48,750.00	\$ 46,740.00	\$ 33,100.00	\$ 13,105.00
TOTAL BID						\$ 354,404.00	\$ 109,740.61	\$	\$ 536,250.00	\$ 514,140.00	\$ 364,100.00	\$ 144,155.00
Local Preference Reduction								\$	\$ 16,087.50	\$ 15,424.20		\$ 4,324.65
Adjusted Total Bid (Evaluation Purposes Only)						\$ 354,404.00	\$ 109,740.61	\$	\$ 520,162.50	\$ 498,715.80	\$ 364,100.00	\$ 139,830.35
							Recommended Award					

Bid Opening Held April 22, 2020 at 11 AM in the City Hall Council Chambers and broadcast Online via City YOUTUBE channel.

CITY OF BLOOMINGTON
CONTRACT WITH
Capitol Construction Group, LLC d/b/a Egizii Electric
FOR
ARENA LED LIGHTING RETROFIT

THIS AGREEMENT, dated this 11th day of MAY, 2020, is between the City of Bloomington (hereinafter "CITY") and Capitol Construction Group, LLC d/b/a Egizii Electric (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Bloomington Arena LED Retrofit (Bid 2020-49) (hereinafter "Request")

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

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Installation of LED lights in the Grossinger Motors Arena in accordance with BID 2020-49.

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

- ☐ A flat fee of \$ _____ as set forth in the Procurement Documents.
- ☒ Fees as set forth in the Procurement Documents up to the Contract amount of \$ 109,740.61.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

Capitol Construction Group, LLC d/b/a Egizii Electric

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

ORDINANCE NO. 2020 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2021**

WHEREAS, on April 22, 2020 by Ordinance Number 2020-22, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2020 and Ending April 30, 2021, City of Bloomington, which Ordinance was approved by Mayor Tari Renner on April 23, 2020; and

WHEREAS, a Budget Amendment is needed as detailed below;

An Ordinance amending the Fiscal Year 2021 Budget, in the amount of \$109,740.61, for the installation of the LED lights at the Grossinger Motors Arena, by Egizii Electric Inc. of Springfield as requested by the Facilities Maintenance and Finance Departments.

Section One: Ordinance Number 2020-22 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2021) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2020-22 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2020-22.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 11th day of May 2020.

APPROVED this ____ day of May 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

FY 2021 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
57107110-40000	City Arena	Use of Fund Balance	\$ (109,740.61)	
57107110-70220	City Arena	Other Professional & Technical Services	\$ 109,740.61	
Net Transaction:			\$ -	

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 9.A

FOR COUNCIL: May 11, 2020

SPONSOR: Economic Development Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance Authorizing Boundary Modifications to the Area Known as the Bloomington-Normal Enterprise Zone (The Ferrero Expansion), and the approval of the Amendment to the Intergovernmental Agreement, as requested by the Economic Development Department.

RECOMMENDED MOTION: The proposed Ordinance and the Amendment to the Intergovernmental Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

-Objective 3e. Strong working relationship among the City, businesses, economic development organizations

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

BACKGROUND: Ferrero SpA of Italy acquired the U.S. confectionary business of Nestlé in 2018, including the Nestlé facility at 2501 Beich Road in Bloomington. Ferrero also acquired Nestlé's U.S. manufacturing facilities in Franklin Park and Itasca, Illinois. As part of the transaction, Ferrero acquired more than 20 iconic chocolate brands from Nestlé including Butterfinger®, BabyRuth®, 100Grand®, Raisinets®, Wonka® and the exclusive rights to the Crunch® brand for confectionary and certain categories in the U.S., as well as sugar brands such as SweetTarts®, LaffyTaffy®, and Nerds®.

In 2017, a Ferrero affiliated company acquired the Chicago-based Ferrara Candy Company whose portfolio of brands includes Trolli®, Brach's® Chuckles, Jujufruits, Lemonheads, Now and Later, Red Hots, and Black Forest® Gummies. With its purchase of the Ferrara Candy Company and Nestlé's U.S. confectionary business, Ferrero is now the third-largest confectionary company in the U.S. market where it is best known for Tic Tac® breath mints, Ferrero Rocher® pralines, Nutella® hazelnut spreads, and the Fannie May and Harry London chocolate brands.

Immediately following Ferrero's acquisition of the Illinois Nestlé assets, staff from the City, Bloomington-Normal Economic Development Council (BNEDC) and State of Illinois Department of Commerce and Economic Opportunity (DCEO) held discussions with Ferrero leadership to determine how the City and State of Illinois could best assist Ferrero with its plans to increase its market share in the United States. The Illinois facilities that Ferrero acquired from Nestlé were added to Ferrero's existing confection-focused manufacturing assets in Ohio, Canada, and Mexico. In order to better position the Bloomington facility to compete for new investment among Ferrero's existing assets, it was jointly determined that

the Bloomington facility should be added to the local Enterprise Zone.

The Illinois Enterprise Zone Program (EZ) is designed to stimulate economic growth and neighborhood revitalization in economically depressed areas of the state through state and local tax incentives, regulatory relief and improved governmental services. Businesses located or expanding in an Illinois EZ may be eligible for multiple state and local tax incentives.

In 1984, The City of Bloomington, Town of Normal, and County of McLean jointly partnered to create an EZ over a portion of the west side of the community as part of the attraction package for Diamond Star Motors / Mitsubishi Motors and to support the redevelopment of blighted areas in the West Market Street Corridor. Over the years, the 1984 EZ was extended and expanded multiple times to include additional areas in Bloomington-Normal, McLean County, Ford County and Gibson City. The 1984 EZ successfully promoted private investment in the City of Bloomington in the downtown, around the Central Illinois Regional Airport, and in the Empire Business Park. The 1984 EZ expired July 1, 2016. The BNEDC lead a joint effort to re-apply to DCEO for a new EZ which was awarded and took effect on January 1, 2017. The 2017 EZ has since been amended to support the development of the Destihl brewery facility in Normal and the expansions of the Nussbaum Transportation and Brandt Industries facilities in rural Hudson. An interactive map of the 2017 EZ can be viewed at <https://www.bnbiz.org/resources/enterprise-zone/>

The Bloomington Ferrero facility traces its roots to the Paul F. Beich Candy Co. founded in 1892 in Downtown Bloomington. In 1905, production of Beich's candies moved to the former Milton S. Hershey "Lancaster Caramel Co." factory at Front Street and Lumber Street on Bloomington's west side. In 1967, the then new 2501 Beich Road facility commenced candy production. By 1973, all candy production had been moved to the Beich Road facility. The Lumber Street factory was donated to Mid Central Community Action in 2001 and was destroyed by fire in 2005 (single-family starter homes were later built on the site). The Beich family sold its candy business and the Beich Road facility to Nestlé in 1984.

Staff is supportive of the State of Illinois' and BNEDC's initiative to amend the EZ to include the 53-year-old Bloomington Ferrero facility. Supporting the retention and expansion of a local manufacturer which employs over 300 workers is consistent with the B-N Advantage Collaborative Economic Development Strategy which was endorsed by the City Council on October 26, 2015. The retention and expansion of Ferrero is also supported by Governor Pritzker's 2019 Five Year Economic Plan to revitalize Illinois' economy by focusing on supporting small business, developing the state's workforce, and investing to catalyze growth in six core industries: agribusiness and ag tech, energy, information technology, life sciences and health care, manufacturing, and transportation and logistics.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: DCEO, BNEDC, Town of Normal, Gibson City, McLean County, and Ford County.

FINANCIAL IMPACT: The incentives available through the EZ originate from the State of Illinois and are available on an equal basis to all entities located within in the EZ. The local EZ's primary incentive is the exemption on retailers' occupation tax paid on qualifying building materials (8.75% in Bloomington which is composed of 5% State of Illinois Sales Tax, .25% McLean County Sales Tax, and 3.5% City Sales Taxes). Should any qualifying building

materials be purchased from Bloomington-based suppliers, the City may forgo the 3.5% local sales tax that would have otherwise been collected on those purchases.

Although the final details of Ferrero's investment plans for the Bloomington facility are yet to be determined, it is anticipated that future investment in the facility will support the property's assessed value which for tax year 2018 payable 2019 resulted in over \$123,000 in property tax revenues for the local taxing districts including over \$75,000 to Bloomington School District 87.

COMMUNITY DEVELOPMENT IMPACT: Related Comprehensive Plan 2035 Goals (Adopted August 24, 2015):

ED-1 Ensure a broad range of employment opportunities for all residents

ED-1.1 Focus on retention and expansion of existing businesses

ED-4 Enhance the image of Bloomington as a business friendly community

ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

ED-4.5 Identify and reduce barriers for local growth and economic development

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by:



Melissa Hon, Economic Development Director

5/6/2020



Chris Tomerlin, Budget Manager

5/7/2020



Jeffrey R. Jurgens, Corporation Counsel

5/7/2020



Tara Henry, Legislative Assistant

5/7/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- ED 1B Letter From BNEDC CEO Patrick Hoban Regarding Ferrero EZ Amendment
- ED 1C Ordinance_Ferrero EZ Amendment
- ED 1D Intergovernmental Agreement_Ferrero EZ Amendment



5/5/20

TO: Mayor Tari Renner
CC: City Council
City Manager Tim Gleason

FROM: Patrick Hoban, CEcD

SUBJECT: Ferrero Enterprise Zone Amendment

The Bloomington Normal Economic Development Council (BNEDC) administers the Bloomington-Normal Enterprise Zone (Enterprise Zone). The Enterprise Zone provides economic incentives to commercial companies undertaking new investments, including facility expansion, renovation, and other qualified improvements. The EDC recommends amending the Enterprise Zone to include Ferrero's property at 2501 Beich Road, Bloomington.

Background

The Enterprise Zone provides economic incentives to commercial companies undertaking new investments, including facility expansion, renovation, and other qualified improvements. The Enterprise Zone may award several incentives to businesses in the zone boundaries including:

- Sales tax exemption on building materials
- Sales tax exemption on personal property used or consumed during the manufacturing process
- Utility tax exemption on gas and electricity and administrative share on telecom excise tax
- Investment tax credit on qualified investments
- Natural gas tax exemption for Wheeling
- Real estate property tax abatement eligibility if approved by local units of government

Our portion of the zone includes Bloomington-Normal-McLean County and Gibson City-Ford County. These five government bodies coordinate on the 15-square-miles authorized by the Illinois Department of Commerce and Economic Opportunity (DCEO).

Proposal

The submitted ordinance seeks to extend the boundaries of the Enterprise Zone to cover approximately 54.24 acres of property located at 2501 Beich Road in Bloomington and a .716 acres connecting strip. The site in question is home to Ferrero, an existing company.

Ferrero manufactures Chocolate and chocolate products at its facility in South West Bloomington. Ferrero currently employs 300 workers at its operation in Bloomington. The EDC is working with Ferrero on a potential expansion of its operations and is in the process of assembling an incentive package to make this project financially feasible for the company. The project in question would see an investment of \$60-70 million into the plant and create 40-50 jobs.

Amending the Enterprise Zone, to include Ferrero, will allow Ferrero to receive sales tax exemption on the purchase of building materials for their expansion project.

Risks

There is a risk of loss of possible local sales tax on building materials and the available acreage in the Enterprise Zone for other projects.

Benefits

The \$60-70 million investment on the site and the creation of 40-50 new jobs will benefit Bloomington-Normal.

Recommendation

To amend the Enterprise Zone as proposed in the attached ordinance.

Patrick Hoban, CEcD
CEO
Bloomington Normal Economic Development Council

ORDINANCE NO. _____

**CITY OF BLOOMINGTON
AN ORDINANCE AUTHORIZING BOUNDARY MODIFICATIONS
TO THE AREA KNOWN AS
THE BLOOMINGTON-NORMAL ENTERPRISE ZONE
- THE FERRERO EXPANSION -**

WHEREAS, the City of Bloomington, the Town of Normal, the County of McLean, the City of Gibson City and the County of Ford, entered into an agreement on the 9th day of November, 2015, and adopted ordinances and resolutions establishing an Enterprise Zone including incorporated portions of the City of Bloomington, the Town of Normal and the City of Gibson City, and unincorporated portions of the County of McLean and the County of Ford; and;

WHEREAS, the Bloomington-Normal Enterprise Zone was certified by the Illinois Department of Commerce and Economic Opportunity effective January 1, 2017, and,

WHEREAS, there is a need to expand the boundary of the Bloomington-Normal Enterprise Zone to include the area as described in Exhibits "A" and "B", and,

WHEREAS, the proposed area to be added is contiguous to the existing Bloomington-Normal Enterprise Zone boundaries, and,

WHEREAS, there is adequate available acreage in the Bloomington-Normal Enterprise Zone to accommodate the boundary amendment, and,

WHEREAS, this Ordinance shall be in effect from and after its passage, approval and recording according to law.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington that it hereby approves and concurs with expanding the boundary of the Bloomington-Normal Enterprise Zone to include those areas as described in Exhibits "A" and "B," also referred to as Amendment 3 to the Zone.

BE IT FURTHER ORDAINED that this Ordinance shall become effective immediately upon the adoption thereof, subject to approval by the Illinois Department of Commerce and Economic Opportunity.

PRESENTED, PASSED AND APPROVED this _____ day of _____, 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON ORDINANCE
AUTHORIZING BOUNDARY MODIFICATIONS
TO THE AREA KNOWN AS
THE BLOOMINGTON-NORMAL ENTERPRISE ZONE
AMENDMENT 3
- THE FERRERO EXPANSION -**

EXHIBIT "A"

The following parcel is requested to be added to the Bloomington-Normal Enterprise Zone as the 3rd Amendment to the Zone boundaries since its inception in 2017:

CONNECTING STRIP - .716 acres more or less.

Beginning at the center point of the intersection of W Oakland Avenue and Union Pacific Railroad in Bloomington, Illinois, along a 3 foot strip located on the eastern half of the Union Pacific Railroad right-of-way for approximately 1.97 miles southwest to the intersection of the project property identified by PIN 21-18-451-003 and described below:

PIN 21-18-451-003. 54.24 acres, or .085 square miles, more or less.

Tract No. 1:

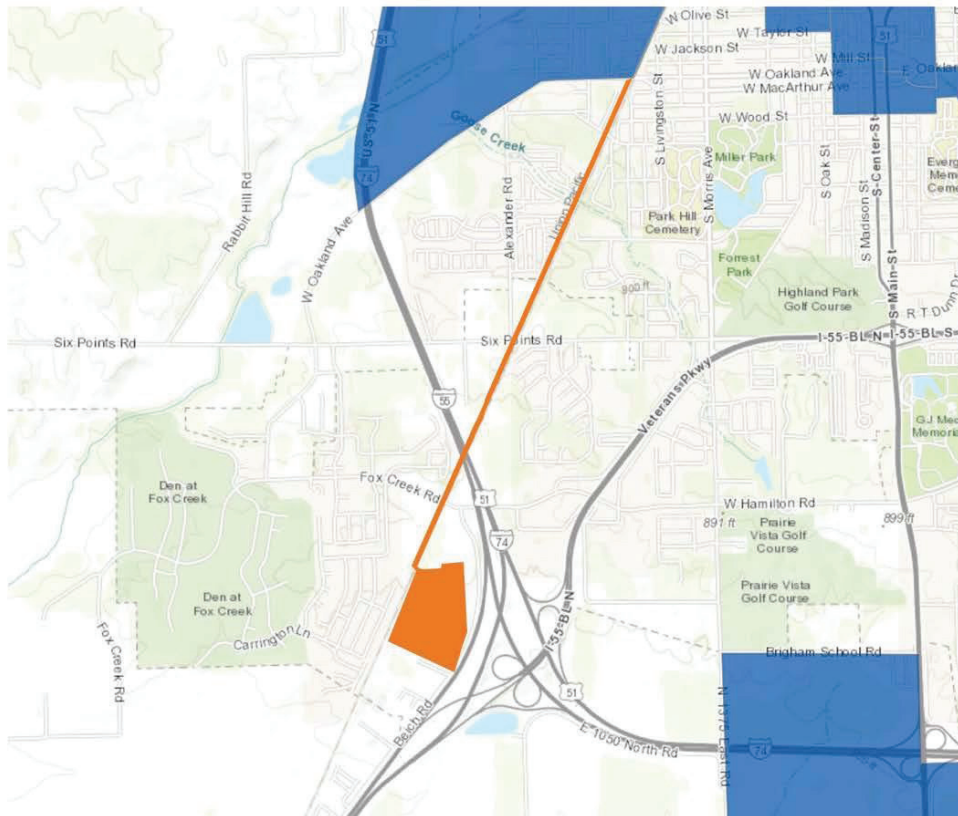
Lot 1 in Industrial Park Subdivision to the City of Bloomington, in McLean County, Illinois.

Tract No. 2:

Part of Lot 5 in Access Park Subdivision in Section 19, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest corner of Lot 5 in Access Park Subdivision; thence South 65 degrees 27 minutes 07 seconds East, 139.92 feet on the North line of said Lot 5; thence South 80 degrees 35 minutes 31 seconds West, 26.85 feet; thence North 65 degrees 27 minutes 07 seconds West, 117.64 feet parallel with said North line of Lot 5 to the West line of said Lot 5; thence North 24 degrees 29 minutes 54 seconds East, 15.00 feet to the point of beginning, in McLean County, Illinois.

EXHIBIT "B"

BLOOMINGTON-NORMAL PROPOSED ENTERPRISE ZONE EXPANSION FERRERO PROJECT APRIL 2020



Key to Map above:

- Existing Enterprise Zone
- Proposed Enterprise Zone and Connectors

Total Existing Zone Area = 14.15 square miles or 9,055.87
Proposed Enterprise Zone will add .086 square miles or 54.95 acres
Total Area with Expansion = 14.24 square miles or 9,110.83 acres
Remaining Area = 0.76 square miles or 489.17 acres

**AN AMENDMENT
TO THE BLOOMINGTON-NORMAL ENTERPRISE ZONE
INTERGOVERNMENTAL AGREEMENT**

BE IT ORDAINED AND RESOLVED BY THE CITY OF BLOOMINGTON, TOWN OF NORMAL, COUNTY OF MCLEAN, CITY OF GIBSON CITY AND COUNTY OF FORD, AS PARTIES TO THE BLOOMINGTON-NORMAL ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT ADOPTED ON THE 9TH DAY OF NOVEMBER 2015.

That said Agreement shall be amended to reflect modifications to the Legal Description of the Bloomington-Normal Enterprise Zone, as defined in Amendment 3 found below:

CONNECTING STRIP - .716 acres more or less.

Beginning at the center point of the intersection of W Oakland Avenue and Union Pacific Railroad in Bloomington, Illinois, along a 3 foot strip located on the eastern half of the Union Pacific Railroad right-of-way for approximately 1.97 miles southwest to the intersection of the project property identified by PIN 21-18-451-003 and described below:

PIN 21-18-451-003. 54.24 acres, or .085 square miles, more or less.

Tract No. 1:

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(Signature page follows)

Amended the _____ of _____, 2020

County of McLean

County of Ford

By: _____
County Board Chairman

By: _____
County Board Chairman

City of Bloomington

City of Gibson City

By: _____
Mayor

By: _____
Mayor

Town of Normal

By: _____
Chief Elected Official



REGULAR AGENDA ITEM NO. 9.B

FOR COUNCIL: May 11, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring A Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, including consideration of an Ordinance to Add a New Section 2(Q) Regarding Liquor License Fees and a New Section 2(R) Regarding COVID-19 Grants, as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Ordinance Amending 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 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.

At this time, the community continues to address the impacts of the COVID-19 pandemic and City staff is not recommending the repeal of the Ordinance. However, City staff is recommending the Council consider adding two modifications to the Ordinance.

The first modification will allow liquor license holders that are not operating due to the pandemic to obtain a proration of their liquor license fee. The prorations will only be available to those liquor license holders that do not sell alcohol or liquor (i.e., no carryout, curbside pickup, or delivery) during the pandemic due to restrictions enacted by the State. Qualifying liquor license holders will have to apply to the City Clerk, and provide documentation proving their operations were continuously ceased, within 30 days after

establishments are permitted by the State to allow “dine-in” services.

The second proposed modification clarifies the City Manager’s authority to approve grant agreements and applications related to the COVID-19 pandemic. As various grants for the pandemic become available, adding this clarity will help expedite the grant approval process. Any necessary budget amendments to account for grant monies will still come forward to the Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

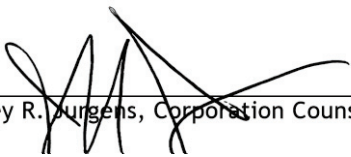
FINANCIAL IMPACT: If the amendment to the ordinance is approved, a prorated refund of liquor license fees will be paid. As many establishments continue to operate via the provision of either curbside or delivery of packaged liquor, it is unclear how many establishments will be eligible for and request the refund. Expediting and clarifying the grant application and approval process is anticipated to have a positive financial impact on the City.

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

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:



Jeffrey R. Jurgens, Corporation Counsel

5/6/2020



Chris Tomertin, Budget Manager

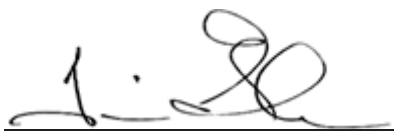
5/6/2020



Tara Henry, Legislative Assistant

5/7/2020

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 Amendment to Local Emergency Declaration Ordinance Regarding Liquor License Fees and COVID-19 Grants

ORDINANCE NO. 2020 - 18

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

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

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

WHEREAS, the Governor of the State of Illinois issued a disaster proclamation on March 9, 2020, due to the impact of the COVID-19 virus and has activated the State Emergency Operations Center; and

WHEREAS, the State Emergency Management Agency has declared a public health emergency due to the impact of the COVID-19 virus; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 outbreak; and

WHEREAS, the City Manager and staff have been meeting for weeks to begin preparing for the potential impact of the pandemic and has coordinated its response with McLean County and the Town of Normal; and

WHEREAS, the City Council has considered the existence of a public health emergency in acting upon this ordinance and actions required to promote the health, safety and welfare of its citizens; and

WHEREAS, 20 ILCS 3305/10J, of the Emergency Management Agency Act and 65 ILCS 5/8-10-5 of the Illinois Municipal Code and Chapter 12 of the Bloomington City Code provides political subdivisions with certain emergency authority; and

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

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

SECTION 2. Emergency Authority. In accordance with the authority provided to the City by the Emergency Management Agency Act, the City Code and its home-rule authority, the following actions are authorized by the City Council:

- (A) Cancellation of Meetings. The Mayor may cancel meetings of any board or commission to which he appoints members. Any such cancellation shall automatically extend such deadlines for required actions by such board or commission as is specified in the cancellation notice. In lieu of the Mayor

cancelling said meetings, the Chairperson of any board or commission may cancel said meetings and are encouraged to do so absent a priority need.

- (B) Ability to Conduct Electronic Meetings. Any Council Member or board member of any board or commission, in accordance with Governor Pritzker's COVID-19 Executive Order No. 5 may attend any regular or special meeting via electronic means, including audio or video conferences. A physical quorum of the Trustees is not required before the remote participation is allowed.
- (C) Ability to Address Contract, Permitting and Licensure Issues. The City Manager shall have the authority, upon approval of both the Mayor and Mayor Pro Tem, to address any contract, permitting and/or licensing issues, including the suspension of any permits or licenses, as the City Manager may deem to be in the best interest of the City. The suspension of any license or permit may be overturned by a majority of the City Council at a subsequent City Council meeting.
- (D) Emergency Purchases. For any emergency purchases that are necessary, the City Manager shall follow the provisions of Chapter 16 of the Bloomington City Code.
- (E) Personnel Policies & Union Contracts. The City Manager's authority is hereby reaffirmed that he may adjust any personnel policies related to leave time, other benefits or terms and conditions of employment as are reasonably related to providing sufficient staffing during the term of the emergency. In addition, he is authorized to enter into such temporary agreements, including memoranda of understanding with the City's bargaining units in order to promote the provision of City services and the health and safety of the public and employees during the emergency.
- (F) Facility Closures. The authority of the City Manager is hereby reaffirmed to close City facilities as is reasonably required to protect the health of the public and employees of the City.
- (G) Administrative Court. The Corporation Counsel is authorized to extend any timeframe for responses related to City ordinance violations in recognition of the emergency and to suspend the City's Administrative Court and/or continue said cases.
- (H) Moratorium on Interest, Fines and Penalties. No interest, fines and/or penalties shall accrue or be assessed on amounts owed to the City as of March 1, 2020, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within 30 days after the conclusion Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof, or until this provision is amended or repealed by the City Council. The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

- (I) Payment of City Bills. The City Manager may authorize the issuance of payments to City vendors, contractors and utilities if the City Council is unable to meet on a regularly scheduled meeting date. Any such payments must be reported to the City Council in writing at a future public meeting.
- (J) Water Shut Offs. All City utility shut offs for nonpayment shall be suspended while this ordinance is in effect.
- (K) Acceptance of Applications. The City is authorized to accept applications for all City licenses and permits electronically, and may accept all other documentation required related to said applications electronically.
- (L) Written Public Comment. The City Manager shall implement procedures encouraging the electronic submission of written comments for public meetings beyond those set forth in Chapter 2, Section 85(I). These procedures shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof.
- (M) Community Development Approvals. The City Manager and Director of Community Development, or City Planner in the absence of the Director of Community Development, shall have the authority to approve grant applications, the awarding of historic preservation grants, cite plans not involving special uses, certificates of appropriateness, and to postpone any meetings regarding the Planning Commission and Zoning Board of Appeals. Any applications requiring a public hearing may also be postponed by the City Manager.
- (N) Liquor Commissioner Authority to Allow Deliveries. The Liquor Commissioner shall be granted the authority to allow all restaurant liquor license holders (Class RA and Class RB), as well as all taverns (Class TA and Class TB) to provide the delivery, carryout and curbside pickup of alcoholic liquor, so long as the license holder complies with the requirements of Chapter 6, Section 32(C) for curbside pickup and Chapter 6, 32(D) for deliveries, as well as any other requirements that may be imposed by Executive Order of the Mayor. No packaged liquor license component shall be required. This authority of the Liquor Commissioner shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof, or until this authority is repealed by the City Council.
- (O) Intergovernmental Agreements. The City Manager is authorized to execute intergovernmental agreements that address the response and needs associated with this local disaster declaration that he deems to be in the best interests of the City.

SECTION 3. Other Emergency Powers Disallowed. The Emergency Powers in Chapter 12, Section 11 are not necessary to address the COVID-19 crisis. Accordingly, no such powers may be exercised by the Mayor, City Manager or their successors.

SECTION 4. Succession Planning. In the absence or incapacity of the Mayor, the Mayor Pro Tem shall serve as the Mayor of the City of Bloomington and shall have all authority and power of the Mayor, including the emergency powers set forth in this Ordinance. If the Mayor Pro Tem is incapacity or otherwise serving as Mayor, the City Council shall appoint a new Mayor Pro Tem. In the absence or incapacity of the City Manager, the Deputy City Manager shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance. In the absence or incapacity of both the City Manager and the Deputy City Manager, the Corporation Counsel shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance.

SECTION 5. Declaration of a Local Disaster. This Ordinance shall be construed as a declaration of a local disaster as provided for under Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11.

SECTION 6. Amendment of City Code. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 7. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 8. Publication. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

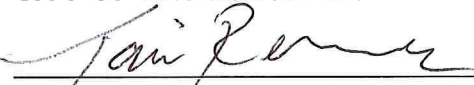
SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 10. Effectiveness & Duration. This ordinance takes effect immediately upon its passage due to the urgency of implementing appropriate responses to the COVID-19 virus, which is causing or anticipated to cause widespread impacts on the health of members of this community. The recitals are incorporated into this Section. This ordinance shall be effective for 28 days from the date of passage unless repealed or amended sooner by the City Council. The ordinance shall continue for 28-day periods thereafter unless repealed or amended by the City Council.

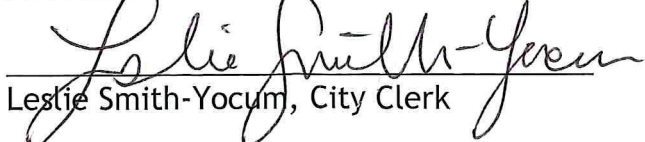
PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON


Tara Renner, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - 21

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD CLUB LIQUOR LICENSES TO SECTION 2(N)**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by amending Section 2(N) to read as follows (added; deleted):

(N) Liquor Commissioner Authority to Allow Deliveries. The Liquor Commissioner shall be granted the authority to allow all restaurant liquor license holders (Class RA and Class RB), club liquor license holders (Class CA and Class CB), as well as all taverns (Class TA and Class TB) to provide the delivery, carryout and curbside pickup of alcoholic liquor, so long as the license holder complies with the requirements of Chapter 6, Section 32(C) for curbside pickup and Chapter 6, 32(D) for deliveries, as well as any other requirements that may be imposed by Executive Order of the Mayor. No packaged liquor license component shall be required. This authority of the Liquor Commissioner shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof, or until this authority is repealed by the City Council.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 13th day of April 2020.

APPROVED this 15th day of April 2020.

CITY OF BLOOMINGTON

Tari R. Pendergast, Mayor

ATTEST

Leslie G. Gamm, City Clerk



ORDINANCE NO. 2020 - 25

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO ADD A NEW SECTION 2(P) TO ALLOW THE PRORATION OF THE CITY'S VIDEO GAMING LICENSE FEES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(P) as follows:

(P) Video Gaming License Fee Proration; Other License Fee Prorations. To account for the mandated closure of video gaming establishments, the City shall prorate the City's video gaming license fee as follows: (1) for the license year May 1, 2019, through April 30, 2020, the City shall reimburse license holders 12% of the license fee paid within 15 days of adoption of this Ordinance; and (2) for the license year May 1, 2020, through April 30, 2021, the City shall issue a refund of the license fee based on the prorated amount of time the establishment was not authorized to operate within said year by the Illinois Gaming Board due to the COVID-19 pandemic or may otherwise offset said amount when the license fee is paid. Any such refund shall be paid by the City within 15 days after video gaming establishments are lawfully authorized to resume operations by the Illinois Gaming Board. The City Manager is similarly authorized, by Executive Order, with the written concurrence of both the Mayor and Mayor Pro Tem, to prorate other annual City license fees for license holders that are not permitted to operate by state or federal mandate due to the COVID-19 pandemic.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 27th day of April 2020.

APPROVED this 28th day of April 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, Mayor

ATTEST

Leah L. Young
Leah L. Young, City Clerk



ORDINANCE NO. 2020 - ____

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 _____ day of May 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk