

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
APRIL 10, 2023



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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



CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, APRIL 10, 2023, 6:00 PM

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. Recognition/Appointments
 - A. Proclamation for National Healthcare Decisions Day, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*

6. Public Comment

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

7. Consent Agenda

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

- A. Consideration and Action to Approve the Minutes of the March 13, 2023, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action to Approve Bills and Payroll in the Amount of \$5,767,906.09, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and Action to Approve Appointments and Reappointment to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments and Reappointment be approved.)*
- D. Consideration and Action to Approve the Purchase of a Chevrolet C6500 Chassis with a 20-foot Cube Body, Aries Pathfinder, and Lateral Evaluation Televising System (LETS) from COE Equipment, Inc., in the Amount of \$418,319, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*

- E. Consideration and Action to Approve the Purchase of a 2023 Vactor Ace Easement Machine from COE Equipment, in the amount of \$95,943.70, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase be approved.)
- F. Consideration and Action to Approve the Purchase Agreement for Three Unmanned Aerial Vehicles from Axon, Enterprise, Inc., in the Amount of \$101,675.02 over Five Years, as requested by the Police Department. (Recommended Motion: The proposed Purchase be approved.)
- G. Consideration and Action to Reject the Bid for the New Lake Bloomington Maintenance Facility (Bid #2023-10), as requested by the Public Works Department. (Recommended Motion: The proposed Bid Rejection be approved.)
- H. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Approving an Amendment to the Agreement with Cargill, Inc. Regarding Rock Salt, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)
- I. Consideration and Action to Approve a Fourth Amendment to the Contract with Henson Disposal, Inc., for Bulk Waste Disposal for FY 2024, from May 1, 2023, to April 30, 2024, as a Limited Source, in the Amount of \$57.40 per Ton, as requested by the Public Works Department. (Recommended Motion: The proposed Contract Amendment be approved.)
- J. Consideration and Action to Approve a Contract with Chemrite, Inc., for Sodium Hexametaphosphate (Bid #2023-20), in the Amount of \$5,720 per Ton Delivered, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)
- K. Consideration and Action to Approve a Contract with Univar Solutions USA, Inc., for Hydrofluosilicic Acid (Bid #2023-20), in the Amount of \$540 per Ton on a 40,000-Pound Shipment, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)
- L. Consideration and Action to Approve a Contract with Brenntag Mid-South, Inc., as a Limited Source, for Robin 120 Cationic Polymer, in the Amount of \$1.105 per Pound, and for Robin 30A Anionic Polymer, in the Amount of \$1.64 per Pound, for a Total Cost of \$91,400, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)
- M. Consideration and Action to Approve a Contract with Kemira Water Solutions, Inc., for Ferric Sulfate (Bid #2023-20), in the Amount of \$369 per Ton Delivered, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)
- N. Consideration and Action to Approve 1) an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) and 2) a State Motor Fuel Tax Funding (MFT) Resolution, in the Amount of \$26,070, for Traffic Signal Upgrades, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement and MFT Resolution be approved.)
- O. Consideration and Action on a Resolution Authorizing the Filing of the 2023

Community Development Block Grant (CDBG) Annual Action Plan Program Application (May 1, 2023 - April 30, 2024), as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)

- P. Consideration and Action on a Resolution Modifying the Grants Awarded for the Fiscal Year 2024 by the John M. Scott Health Care Trust, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)
- Q. Consideration and Action on a Resolution Authorizing the City of Bloomington's Participation in Settlement Agreements Arising from the National Opioid Crisis Class Action Lawsuits, as requested by the Legal Department. (Recommended Motion: The proposed Resolution be approved.)
- R. Consideration and Action on a Special Event Liquor License Application from the Board of Trustees of Illinois State University, d/b/a Shakespeare Festival, to be held at the Ewing Cultural Center, located at 48 Sunset Rd., Requesting a Class LB (Limited Beer and Wine Only) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)
- S. Consideration and Action on a Special Event Liquor License Application from Miller Park Zoological Society, for their "Brews at the Zoo" Event to be Held at the Miller Park Zoo, Located at 1020 S. Morris Ave., Requesting a Class LB (Limited Beer and Wine Only) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)
- T. Consideration and Action on a Change of Ownership Application from SMOKQUE, Inc., d/b/a Brass Pig Smoke & Ale House, Located at 602 N. Main St., Holding a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Change of Ownership be approved.)
- U. Consideration and Action on a Change of Ownership Application from ARV Cuisine, LLC, d/b/a Bloom Bawarchi 2.0, Located at 503 N. Prospect Rd., Unit 103-4, Holding a Class RAPS (Restaurant, All Types of Alcohol, with Package and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Change in Ownership be approved.)
- V. Consideration and Action on an Application from Super Rajal, LLC, d/b/a Hampton Inn, Located at 906 Maple Hill Rd., Requesting Creation of a Class PBS (Beer and Wine Only, with Package and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)
- W. Consideration and Action on an Application from MCO QSR, Inc, d/b/a Froth & Fork, to be Located at 712 S. El Dorado Rd., Requesting Approval of a Change of Ownership and a Change in Classification from a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License to a Class RAPS (Restaurant, All Types of Alcohol, with Package and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Changes in Ownership and Classification be approved.)

8. Regular Agenda

- A. Consideration and Action on the Adoption of the Fiscal Year 2024 Budget and Appropriation Ordinance, as requested by the Finance Department. *(Recommended Motion: The proposed Adoption of the FY 2024 Budget and Appropriation Ordinance be approved.) (Presentation by Scott Rathbun, Finance Director, 20 minutes; and City Council Discussion, 20 minutes.)*
- B. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024, related to the McLean County Museum of History, as requested by the Finance Department. *(Recommended Motion: The proposed FY 2024 Budget Amendment be approved.) (Presentation by Scott Rathbun, Finance Director, 3 minutes; and City Council Discussion, 3 minutes.)*
- C. Consideration and Action on an Ordinance Approving a Site Plan (and a Special Use), with a Variance, to Allow a Restaurant Use with a Drive-Through in the B-1 (General Commercial) and B-2 (Local Commercial) District for Property Located at 1609 W. Market Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Melissa Hon, Economic & Community Development Department Director, 5 minutes; and City Council Discussion, 15 minutes.)*
- D. Consideration and Action on an Ordinance Amending Chapter 2, Chapter 16, and Chapter 23 of the Bloomington City Code Relating to Deputy City Managers, as requested by the Administration Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager, 3 minutes; and City Council Discussion, 5 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

13. Adjournment

Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 mhurt@cityblm.org.



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: April 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for National Healthcare Decisions Day, 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 Proclamation is a public statement that brings attention to factors that affect our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:

[ADM 1B Proclamation](#)



Mayoral Proclamation
National Healthcare Decisions Day
April 16, 2023

WHEREAS, National Healthcare Decisions Day is designed to inspire and educate the public about the importance of advance care planning and empower the public to research advance care planning resources; and

WHEREAS, National Healthcare Decisions Day presents an opportunity to begin these important conversations and to seek out resources which clearly communicate a person's care choices and who can speak for them when they are unable to speak for themselves; and

WHEREAS, this day promotes the importance of adults making these choices at every age to ensure their wishes can be followed by their healthcare providers and those who matter most to them; and

WHEREAS, one of the principal goals of National Healthcare Decisions Day is to encourage people to add advance directives to their care plan with their physicians, care teams, medical groups, hospitals, health systems, nursing homes, assisted living facilities, continuing care retirement communities, hospices and community organizations; and

WHEREAS, the state of Illinois provides the specifics for healthcare directives and allows individuals to choose a healthcare agent to make care choices on the individual's behalf if the individual is unable to speak for themselves; and

WHEREAS, Carle Health is assisting community members to be more in charge of their health, decide what care choices are best for them, understand how to choose a healthcare agent and use advance directives to communicate these important healthcare decisions; and

WHEREAS, cities within the Carle Health network have endorsed this day and are committed to educating the public about the importance of discussing healthcare choices and executing advance directives; and

WHEREAS, April 16, 2023, will be recognized as Healthcare Decisions Day in our community, more people will have conversations about their healthcare decisions; more people will execute advance directives making their choices known; and healthcare providers will have better ability to follow through on an individual's care choices utilizing the expressed guidance gleaned from the individual's participation in advance care planning and completion of advance directives;

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of Bloomington, do hereby recognize April 16, 2023, as Healthcare Decisions Day in Bloomington, Illinois, and call this observance to the attention of our community.

Mboka Mwilambwe

Mboka Mwilambwe
Mayor



Leslie Yeom
Leslie Yeom
City Clerk



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: April 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the March 13, 2023, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 7B DRAFT Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, MARCH 13, 2023, 6:00 P.M.

The City Council convened in regular session in the Government Center Chambers at 6:00 p.m., Monday, March 13, 2023. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

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

Public Comment

Mayor Mwilambwe read a statement of public comment procedure. No emailed public comment was received. Scott Stimeling provided in person public comment. Mark Larsen registered for public comment, but was not present to speak.

Recognition/Appointments

The following item was presented:

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

Amanda Stutsman, Deputy City Clerk, recognized the following appointments: (1) Justin Gandhi, Building Board of Appeals; (2) Fredrick Marling, Citizens' Beautification Committee; (3) Tracy Koch, Cultural Commission; (4) Faisal Rashid, Cultural Commission; (5) Bennett Morris, Japanese Sister Cities Committee; and (6) Katherine Scheck, Japanese Sister Cities Committee. She then recognized the reappointments of Ashley Farmer and Rachel McFarland to the Public Safety & Community Relations Board.

The following item was presented:

Item 6.B. Proclamation for Gaye Beck's Retirement, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation for Gaye Beck's retirement celebrating her many accomplishments along with 40 years of business with Beck's Family Florists. Gaye

Beck accepted the recognition and thanked Council. She noted Beck's Family Florists had been purchased by Forget Me Not Flowers.

Consent Agenda

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

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

Item 7.A. Consideration and Action to Approve the Minutes of the February 13, 2023, Regular City Council Meeting, as requested by the City Clerk Department.

Item 7.B. Consideration and Action to Approve Bills and Payroll in the Amount of \$6,878,957.31, as requested by the Finance Department.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following item was presented:

Item 8.A. Presentation of the Fiscal Year 2024 Proposed Budget, as requested by the Finance Department.

City Manager Tim Gleason introduced the Item and reminded the community of the budget cycle and the remaining steps to approve the Fiscal Year ("FY") 2024. He recognized that the FY 2024 budget was the largest budget for the City to-date and reminded the community that staff were stewards of taxpayers' dollars.

Scott Rathbun, Finance Director, addressed Council and reiterated the approval process of the FY 2024 budget. He noted there had been no material changes in the figures presented from his last budget presentation. He reported on the total proposed \$290.1M budget including a proposed \$129.1M General Fund budget. He compared budget growth since FY 2016 and discussed specific factors that had impacted the budget since 2016. He then compared the FY 2023 budget to the proposed FY 2024 budget highlighting significant variances, and detailed major tax and general fund revenues, expenses, and briefly discussed FY 2024 capital projects. Mr. Rathbun went into a brief overview of capital projects, and wrapped up reminding the community where to access resource materials online, as well as next steps to approve the proposed budget.

Council Member Crabill complimented Mr. Rathbun and his team. They then discussed budget books, public safety pensions, impacts of volunteer hours at the Bloomington Center for Performing Arts (BCPA), and Council Member Crabill asked for additional information on rental inspectors. City Manager Gleason stated the City currently employed seven rental inspectors who were being cross trained to also inspect general property maintenance inspections. Council Member Crabill recommended the City hire an additional inspector to allow the City catch-up on inspections and remain current.

City Manager Gleason provided background on statutory requirements to fund public safety pension funds at 90% and noted the City was currently about 60% funded.

Council Member Boelen thanked Mr. Rathbun for his conservative reporting. She commended the City for progress in funding public safety pension funds. She and Mr. Rathbun discussed procedure for Equalized Assessed Values ("EAV") increases. She expressed concern motor fuel taxes and stressed support for further funding infrastructure improvements. She commented to the \$11M in debt service that would roll off over the next two years and noted that future debt on larger infrastructure projects would follow.

Council Member Walch echoed appreciation for the presentation and complimented Mr. Rathbun's guidance in aligning the City's general obligation bonds to receive low interest rates. He reminded Council of promises to lower taxes once line items were funded. He then discussed call statistics for the Police Department and the Fire Department and commended the Departments hard work. He and Mr. Rathbun went over road miles completed annually and Council Member Walch warned Council that as electronic vehicles became more popular, the City would lose motor fuel taxes. He made suggestions to combat the loss of revenue.

Mayor Mwilambwe reiterated the budget books were written in clearly plain language and made available in multiple locations.

The following item was presented:

Item 8.B. Consideration and Action on an Ordinance Approving Violence Prevention Measures and Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023, to Increase the General Fund Budget by \$500,000, as requested by the Police Department and the Administration Department.

City Manager Gleason stated that there would be no presentation on the proposal as there were no significant changes to the previous proposal. He provided a brief overview of the proposal process through the Department of Commerce & Economic Opportunity ("DCEO"). He explained the City would use the grant on currently funded programs to meet the deadline requirements and that \$500,000 would be freed up to apply toward previously proposed programs.

Council Member Ward made a motion, seconded by Council Member Crabill, to approve the Item with the following amendments: (1) eliminate the term "measures" in the 3rd whereas clause; (2) replace the term "measures" with "programs" throughout the Ordinance; (3) add the terms "prevention" or "reduction" within the document so that both are listed throughout the document; and (4) create a new section following Section 2 "where City Council directs staff to create targets for violence prevention and a way to measure benchmarks to review the programs prior to the next budget cycle".

Council Member Walch made a motion, seconded by Council Member Crumpler, to extend Council discussion time by 10 minutes.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council Member Walch supported the amendments and asked for confirmation on procedure. Jeff Jurgens, Corporation Counsel, confirmed with the mover and seconder the intent was to approve as amended.

Council Member Crumpler supported the amendments and believed the collection of program data would aid Council's understanding of which programs worked and did not.

Council Member Emig reminded staff to reach out to Dr. Frank Beck at the Stevenson Center who specializes in comparable metrics and noted the Police Department may also collect similar data. She supported Item and looked forward collaborating with other agencies.

Council Member Becker supported the amendments but warned that some impacts may not be able to be tied to specific programs.

Council Member Boelen confirmed with Mayor Mwilambwe the programs were for one year. She expressed concern with the amendments and carrying them across fiscal years and cautioned Council that the terms "*prevention*" and "*reduction*" should match up with the terms used in the DCEO's grant. She further expressed concern with changing the Ordinance.

Council Member Crabill acknowledged the proposed changes could have been shared with tracked changes further in advance of the meeting, and further expressed support of the amendments. He noted some programs extended past one year, and agreed metrics would be helpful.

Council Member Walch echoed comments made by Council Member Crabill.

Council Member Urban asked for additional information on the Ordinance. City Manager Gleason stated that staff had worked to provide the individual Council Members with the proposed amendments ahead of Council to be able to make an informed decision. He noted that the Fire and Police Departments presented annual reports where the requested data could be presented and that the language in the Ordinance had been pulled directly from the DCEO grant. They then discussed how the amendments would not negate the eligibility for the DCEO grant.

Council Member Ward clarified she had been referring to FY 2024 as "next fiscal year".

Mayor Mwilambwe directed the Clerk to call roll:

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

NAYES: Boelen

Motion carried.

City Manager's Discussion

City Manager Gleason presented upcoming events in Downtown Bloomington.

Mayor's Discussion

Mayor Mwilambwe noted the US Housing and Urban Development Secretary had been in town over the weekend and was very complimentary of Bloomington. The Mayor then discussed multiple children education events he recently participated in that focus on educating youth on local government. He shared that he would not be present at the March 27th meeting due to traveling and that Mayor Pro Tem Boelen would fill in for him.

Council Member's Discussion

Council Member Crumpler reported on his recent trip to the One Voice Conference and mentioned that Representative Sorensen had expressed interest in presenting at an upcoming meeting.

Council Member Ward read from a recent article about Phoenix Towers and building safety issues. She stated that while the City did not cite Illinois Housing and Urban Development (“HUD”) properties, she asked staff look into the issues and considering options. City Manager Gleason stated that staff respond to every complaint received and explained procedure. He further explained the property had not been to Administrative Court every time corrective measures were taken. He corrected the article in that the property was not a HUD property, but instead privately held. He shared that HUD components were involved for use by residents. He shared a link on the City’s website to confidentially report issues.

Council Member Boelen appreciated the number of sidewalks that had been redone.

Council Member Crabill and City Manager Gleason discussed options for Phoenix Towers going to Administrative Court, as well as other remediation options.

Council Member Urban noted the property was within her Ward and as the representing Council Member, she filed and followed up each complaint as well. She was confident the City was doing everything it could to assist and stressed limitations on private properties. She stressed that she did not support chaos being created on social media.

Executive Session

No Executive Session was held.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Urban, to adjourn the meeting.

Motion carried (viva voce).

The Meeting Adjourned at 7:35 PM.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.F.

ROU COLNCIW April 10, 2023

P AUD IMBACTED: City-Wide Impact

SLFJECT: Consideration and Action to Approve Bills and Payroll in the Amount of \$5,767,906.09, as requested by the Finance Department.

UECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STUATEGIC BWAN WNK:

Goal 1. Financially Sound City Providing Quality Basic Services

STUATEGIC BWAN SIGNIRICANCE:

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

FACKGUOLND: 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>.

COMMLNITY GUOLBS/INTEUESTED BEUSONS CONTACTED: N/A

RINANCIAW IMBACT: Total disbursements to be approved \$5,767,906.09 (Payroll total \$2,734,500.23, Accounts Payable total \$2,798,713.52, Bank Transfers total \$125,871.61, and Procurement Card Purchases total \$108,820.73).

AMEUCAN UESCLE BWAN RLNDING IMBACT: N/A

COMMLNITY DEVEWOBMENT IMBACT: This request meets the following goals and objectives of the Floomington Comprehensive Blan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Joshua Moreland, Support Staff V

ATTACHMENTS:

[FIN 1B Finance Summary Report](#)

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
3/24/2023	\$ 2,197,631.79	\$ 536,868.44	\$ 2,734,500.23

Off Cycle Adjustments

PAYROLL TOTAL			\$ 2,734,500.23
ACCOUNTS PAYABLE (WIRES)			
Date	Bank	Total	PCARDS Date Range
4/10/2023	AP General	\$ 2,678,447.42	2/2/23-3/1/23
	AP JMScott		
4/10/2023	AP Comm Devel	\$ 23,320.09	PCARD TOTAL
	AP IHDA		\$108,820.73
4/10/2023	AP Library	\$ 35,101.49	
	AP MFT		
3/23/23-3/28/23	Out of Cycle	\$ 61,844.52	
3/2/23-3/26/23	AP Bank Transfers	\$ 125,871.61	
	AP TOTAL	\$ 2,924,585.13	

GRAND TOTAL	\$ 5,767,906.09
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: April 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Appointments and Reappointment to Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointments and Reappointment be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Mayor of the City of Bloomington asks your concurrence in the appointments and reappointment of:

Historic Preservation Commission: Emma Meyer to the Historic Preservation Commission. Emma's appointment is effective 5-1-23, with an expiration date of 4-30-26.

Historic Preservation Commission: Sarah Lindenbaum to the Historic Preservation Commission. Sarah's appointment is effective 5-1-23, with an expiration date of 4-30-25.

Zoning Board of Appeals: Ross Webb to the Zoning Board of Appeals. Ross' appointment is effective 5-1-23, with an expiration date of 4-30-26.

Planning Commission: Tom Krieger to the Planning Commission. Tom's reappointment is effective 5-1-23, with an expiration date of 4-30-26.

Applications are on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:

[ADM 1B HPC Roster](#)

[ADM 1C ZBA Roster](#)

[ADM 1D Planning Roster](#)

Historic Preservation Commission

		Exp.	Appt/Reappoint	1st Year
Sherry	Graehling	4/30/2022	4/22/2019	2012
John	Elterich	4/30/2023	11/22/2021	2021
Paul	Scharnett	4/30/2023	4/27/2020	2017
Kim	Miller	4/30/2023	4/25/2022	2022
		4/30/2023		
Dawn	Peters	4/30/2024	4/12/2021	2020
Greg	Koos	4/30/2025	5/23/2022	2020

Zoning Board of Appeals

		Exp.	Appt/Reappoint 1st Year	
		4/30/2023		
Michael	Straza	4/30/2023	4/13/2020	2020
Victoria	Harris	4/30/2023	4/13/2020	2017
Tim	Foley	4/30/2023	11/28/2022	2022
Terry	Ballantini	4/30/2024	3/22/2021	2018
Nikki	Williams	4/30/2025	5/23/2022	2020
Zachary	Zwaga	4/30/2025	7/11/2022	2022

Planning Commission

		Exp.	Appt/Reappt.	First Year
Justin	Boyd	4/30/2022	4/22/2019	2016
Thomas	Krieger	4/30/2023	4/27/2020	2017
Mark	Muehleck	4/30/2023	4/27/2020	2017
John	Danenberger	4/30/2023	4/27/2020	2020
Anna	Patino	4/30/2023	2/14/2022	2022
Tyson	Mohr	4/30/2024	4/12/2021	2018
Goverdhan	Galpali	4/30/2024	1/10/2022	2022
		4/30/2024		
Brady	Sant Amour	4/30/2025	6/27/2022	2021
Jackie	Beyer	4/30/2025	5/23/2022	2022



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: April 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of a Chevrolet C6500 Chassis with a 20-foot Cube Body, Aries Pathfinder, and Lateral Evaluation Televising System (LETS) from COE Equipment, Inc., in the Amount of \$418,319, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: If approved, the City will purchase a Chevrolet C6500 Chassis with a 20-foot Cube Body, Aries Pathfinder, and Lateral Evaluation Televising System ("LETS") through a joint purchasing contract and use it to replace Unit S40, a 2016 Ford F-550. The unit is used daily by the Streets and Sewers Section of the Public Works Department for the 30-60-90-day sewer cleaning program in problem areas of the City. In addition, it is used for emergency sewer main inspections to direct cleaning when there are backups in citizens' homes caused by unexpected City main issues. This camera truck is also part of the City's sewer line inspection and cleaning program.

The current unit is seven years old and has 41,462 miles and 7,015 hours of use. The maintenance cost to date is \$72,677.02. Repair issues with this unit have included engine electrical, auxiliary HVAC system, brakes, generator, camera cable reels, camera cables, cameras, camera transporters, and strobe lights.

The City is utilizing the Sourcwell Contract (Contract: #120721-ARS - valid through 1/17/2026) under which Sourcwell has negotiated with vendors for lower costs for fleet vehicles and equipment and followed all appropriate public entity procurement guidelines for formal solicitation.

The replaced unit (2016 Ford F-550) will be retained and repurposed within the City's fleet. It will be used to replace Unit P52, which is a 2002 GMC 3500 Box Van. This unit is used by the Police Department as a Crisis Negotiations Unit. The current unit is 21 years old. The maintenance cost to date is \$14,777.85. Repair issues with this unit have included generator, battery, tires, chassis electrical, HVAC system, body door, and door latches.

Staff estimates the resale value of Unit P52 (2002 GMC 3500 Box Van) to be approximately \$3,000 and requests that the replaced unit be declared surplus and sold on a public, online

auction.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase a Chevrolet C6500 Chassis with a 20-foot Cube Body, Aries Pathfinder, and LETS from COE Equipment, Inc., in the Amount of \$418,319. The Public Works Department has budgeted \$340,660 for the purchase of the unit for the Sanitary Sewer Fund. The new unit will cost \$418,319. It will be paid using the Capital Lease-Capital Outlay Licensed Vehicle account (40110147-72130). Stakeholders can locate this in the FY 2023 Budget Book titled “Other Funds & Capital Improvement” on pages 94 and 98. Although higher than the budget amount by \$77,659, this Item is a needed. The Finance Department monitors the budget to ensure that funds are available and that the overall fund budget is not exceeded.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1. Provide quality public infrastructure within the city to protect public health, safety and the environment, Objective UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[PW 4B Aries Proposal & Quote](#)

[PW 4C Current Unit S40 Vehicle](#)

[PW 4D Contract](#)



550 Elizabeth St (262) 896-7205 ph (800) 234-7205 tf
Waukesha WI 53186 (262) 896-7099 fx

QUOTE# S221203**QUOTATION****Customer Information**

Contact **Colleen Winterland**
Organization **City of Bloomington**
Sourcewell # 25014
Address **109 E Olive Street**
City **Bloomington**
Phone **309-434-2225**

State **IL** Zip Code **61701-5219**
email cwinterland@cityblm.org

Date 3/13/2023
Expiration 4/14/2023
Salesman Greg Fry
Terms Net 30
Delivery see below
FOB Destination

Item#	Qty	U/M	Part#	Description	Unit Price	Extended
****Sourcewell Contract 120721-ARS Pricing****						
1	1	ea		Bloomington, IL Pathfinder and LETS Systems in Outfitted 20ft Diesel Cube Body per Specifications Dated December 3, 2022	\$331,445.00	\$331,445.00
2	1	ea		Chevy C6500 4WD Diesel, 22500#, with 20ft Body	\$86,874.00	\$86,874.00
3	2	day		Onsite training	included	
TOTAL					\$418,319.00	

I accept the terms and
conditions of this quotation

PO# _____

Name _____

Title _____

Signature _____

Subtotal

Shipping & Handling

Taxes

Other

TOTAL

Aries Industries Inc terms and conditions of sale for this quotation are available upon request

Please visit our website: www.ariesindustries.com



Sewer Television Inspection Truck

This sewer television system is delivered complete, ready for operation. The system includes a pan/tilt/zoom camera and transporter with inspection capacity from 6" to 36" lines. The system also includes a mainline-launched lateral system for inspecting up to 120ft into lateral services.

REF Quote Line 1 – System and Outfitting

1 Chevy C6500 4WD 20' hi-cube, 22000 GVWR, 6.6L diesel engine. See line 2 for full vehicle specifications, to which Aries includes:

- 1 Roadside DOT-rated safety kit including fire extinguisher, triangles, and flares
- 2 Full width rear bumper steps, diamond grip tread
 - 1 36" wide diamond grip tread step, hinged, with positive locking positions
- 1 Backup alarm
- 2 Adjustable LED floodlights, mounted above rear doors
- 1 Vehicle exterior lighting package, including
 - 1 LED traffic advisor, mounted rear facing, with cab mounted controller
 - 2 Amber LED strobe lights, high on body, facing forward, TIR3
 - 2 Amber LED strobe lights, high on body, facing rearward, TIR3
 - 2 Amber LED strobe lights, high on body, facing street side, LINV2
 - 2 Amber LED strobe lights, high on body, facing curb side, LINV2
 - 2 Amber LED strobe lights, mounted in rear bumper steps, facing rearward, TIR3
 - 1 Amber LED strobe light, low on body, facing street side, LINV2
 - 1 Amber LED strobe light, low on body, facing curb side, LINV2
 - 1 Wiring relay for control of strobes through a single switch
 - 1 Strobe control switch in traffic advisor controller
- 1 PC network connection, weatherproof cap, mounted in proximity to shore power connection (curb side)
- 2 Slip ring access assemblies, Pathfinder reels
- 1 Winter door set, including:
 - 1 LR Pathfinder cable door, with reel stand
 - 1 LR TV/LETS cable door

1 7,500W quiet, diesel powered, commercial grade generator, 120V, 60 Hz, with electric local and remote start/stop control to include:

- 1 Quiet diesel engine package, 71dB at 10ft under full load
- 1 Generator enclosure lined with fire retardant and noise reduction material
- 1 Hinged, vented cover with lock mechanism and air spring supports
- 1 Airflow separating mounting bridge
- 1 Exhaust system with internal muffler
- 1 Auxiliary battery, 12V DC and case
- 1 DC converter, 45A

- 1 Electric distribution panel and circuit breaker box, 12-space
- 1 Electric supply transfer system, house power or generator system, automatic, 50A
- 1 35' cord and house power receptacle with cover
- 1 System engineering panel to include:
 - 1 Generator Voltage and frequency meter, digital
 - 1 Generator start/stop switch
 - 1 Generator hour meter

1 Box-on-Chassis "Command Center" control room interior including:

- 1 Lonplate non-skid floor covering
- 1 White Kemlite laminated surface wall covering
- 1 White Kemlite embossed ceiling cover
- 1 Bulkhead wall with door and sliding Plexiglas window
- 1 Low profile roof mounted air conditioner, 11000 BTU
- 1 Wall mounted 1500-watt heater with wall-mounted on/off switch
- 1 Modular control center, 19" rack mounted above the bulkhead window
 - 1 Storage drawer, 3U
- 1 Ergonomically contoured and finished control desk
- 1 Standard electrical upfitting package
- 1 LED lighting system with dimmer switch
 - 1 LED dome light with timer and switch by side door
- 1 Operator chair, swivel with casters
- 1 Padded bench seat with storage underneath
- 1 Closet/cabinet/storage space, 74"H, minimum 4 removable shelves

1 Box-on-Chassis equipment room interior including:

- 1 Lonplate non-skid floor covering
- 1 Light gray Kemlite laminated surface wall covering
- 1 White Kemlite embossed ceiling cover
- 1 Standard electrical upfitting package
- 1 LED lighting system
 - 1 LED dome light with timer and switch by rear body door
- 1 Set equipment storage hooks and pair of wall-mounted storage rails
- 1 Tie down brackets, shipped loose for floor installation
- 1 Fire extinguisher, 10lb, 4A60 B:C rating, OSHA/DOT-approved
- 1 Passenger side workbench with Lonplate worktop and vise
 - 1 Storage cabinet over work bench with light underneath
- 1 Driver side workbench with Lonplate worktop, 19" deep
 - 1 Tool cabinet under work bench, 6-drawer, 40" wide
- 1 Wall mounted 1500-watt heater
- 1 Downhole pole storage brackets, door mounted

1 Water wash down system for equipment clean-up including:

- 1 Water storage tank, 35-gallon
- 1 Set of fill, vent and drain connections
- 1 Water tank demand pump
- 1 25' retractable wash down hose with spring-loaded hand nozzle

1 Wash sink with faucet, drain and 8-gallon gray water tank inside vehicle

- 1 Equipment hoist, 500lb. rating, with drop-down boom storage**
 - 1 Mounting kit for side of RedMaxx reel
- 1 24" LCD flat panel monitor, TV/PC viewing, mounted to control room desktop**
- 1 24" LCD flat panel monitor, TV/PC viewing, mounted to control room desktop**
- 1 19" LCD flat panel monitor, TV viewing, mounted rear viewing in equipment room**
- 1 Aries VL5000 video data display including:**
 - 1 Data display control module, panel mounted
 - 1 Alpha/numeric full QWERTY keyboard for video titling and report data input for VL5000 display
 - 1 Set of interconnect cables
- 1 Rack-mounted computer system, including. City to re-use existing computer and Wincan software:**
- 1 UPS back-up battery system, rack mount**
- 1 Aries PC5100 Master Controller system, multi-conductor, including:**
 - 1 System power supply and control unit, 19" rack mount
 - 1 Pegasus system control software, loaded on USB flash drive
 - 2 Wireless Xbox One X style handheld controller
 - 1 Wire for direct hook up / charging of Xbox One X style controller
- 1 Wall mounted USB port for controller**
- 1 Aries PE3530 Pathfinder series zoom, pan & tilt camera w/ high-intensity LED lighting and integrated self-cleaning lens wiper system, including:**
 - Pathfinder zoom pan and tilt camera w/ multi-axis infinite rotation
 - Integrated on-demand self-cleaning lens wiper system
 - 120X zoom (10X optical & 12X digital)
 - High-resolution 480(V) x 720(H) output
 - Auto-focus with manual override
 - Auto-iris with manual override
 - Maintenance-free forward-facing white LED lighting located in the camera forks
 - Maintenance-free directional white LED lighting that follows the camera's field of view
 - White balance optimization with (4) selectable settings
 - High-sensitivity camera sensor for low-light applications
 - "Starlite" low-light level amplification feature with (4) user selectable amplification steps

- Automatic home feature with forks at side of camera head
- Robust, environmentally sealed camera for use in live pipe, including:
 - Scratch-resistant sapphire lens window
 - Camera recessed behind forks for frontal impact protection
 - Camera housing with hardened metal finishes and non-corrosive metals
 - Recessed fasteners & no camera protrusions
- Proportionately slowed camera movements when zooming
- Fast-check internal pressure monitoring system
- On-screen camera diagnostics functions including:
 - Camera internal pressure, temperature, operating hours, internal power regulated voltage value, camera model, serial number, firmware revision, control error recognition, LED current value.
- 1 Camera storage and transport case

1 Pressurization maintenance system, including:

- 1 Camera nitrogen recharge kit
- 1 Additional nitrogen canister

1 Aries TR3320 Pathfinder steerable self-propelled transporter for 6" to 36" lines, including:

- 1 Tractor assembly with continuous duty drive motors
- 6 Rubber wheels, 3" diameter
- 4 Rubber wheels, 4" diameter
- 4 Extended hub rubber wheels, 4" diameter
- 4 Extended hub rubber wheels, 5" diameter
- 1 Remotely-operated electric camera lifting mechanism
- 1 Fast-check pressure monitoring system
- 1 Rear viewing camera with LED lighting
- 1 512 Hz internal locating beacon
- 1 Integrated inclinometer system
- 1 Auxiliary detachable light head
- 1 Storage and transport case
- 1 Set maintenance parts

4 Double wide "dually" extended hub wheels for larger lines, 5" diameter

- 2 Carbide impregnated high traction wheels, 3" diameter**
- 2 Carbide impregnated high traction wheels, 4" diameter**
- 2 Extended hub carbide impregnated high traction wheels, 4" diameter**
- 2 Extended hub carbide impregnated high traction wheels, 5" diameter**

1 Large diameter pipe kit with geared side rails and 8" diameter rubber tires for operation up to 36" lines

2 PR3322 Pathfinder cable and reel assemblies, each including:

- 1 1200' of lightweight low friction multi-conductor cable
- 1 Heavy-duty frame, drum and motor assembly with clutch and cable level wind assembly
- 1 Front control box with distance display and electrical controls, weather resistant
- 1 Emergency hand crank arm
- 1 Spare cable termination kit

- 1 Sealed continuous contact collector assembly, 12 slip rings minimum
- 1 Telescoping swivel cable guide roller assembly
- 1 Reel controller with desktop mounting devices
- 1 Removable drip pan
- 1 Mounting bridge for Pathfinder reels, against driver side wall, with slideouts

- 1 Aries reel accessories, including:**
 - 1 Interconnect cable to TV system electronics, 3-paddle transfer box
 - 1 Pathfinder system test cable
 - 1 RedMaxx system test cable

- 1 PR1201 television cable reel with power level wind, electric motor drive, and multi-ratio manual transmission, to include:**
 - 1 Heavy duty aluminum frame
 - 1 Footage meter on TV reel level wind assembly with local footage readout and encoder for footage signal to remote video data display system
 - 1 Sealed continuous contact collector assembly, 12 slip rings minimum
 - 1 Drop down cable guide assembly
 - 1 Local reel mount electrical and mechanical control
 - 1 Remote desktop electrical and mechanical controls
 - 1 Transmission control linkage at control console

- 1 Removable drip pan**

- 1 Combination TV transmission and tow cable assembly, .43" diameter, Kevlar™ armored, 2,000 lb. rating, 1,200' Red Maxx, to include:**
 - 1 Cable terminal connector, 12-pin molded
 - 1 Dummy plug, 12-pin
 - 1 Tow/tag line bridle set, multi-conductor cable
 - 1 Clam-shell style strain relief
 - 1 Cable termination repair kit

- 1 Truck mounted LETS motorized automatic combination retrieval / storage reel, including:**
 - 1 Heavy duty aluminum frame
 - 1 Electric rewind motor with clutch transmission
 - 1 Slip ring collector assembly
 - 1 1000' multi-conductor cable
 - 1 Field termination kit for cable

- 1 Aries LE3270 Lateral Evaluation Televising System (LETS), including:**
 - 1 Tractor/launcher assembly with
 - Front viewing camera
 - Rear viewing camera
 - Tip-up connector
 - Lateral launcher with rotation and insertion angle positioners, and push cable drive
 - Lateral footage encoder
 - 6 Each of 3", 4" and 5" diameter rubber wheels for 6" to 12" sewer lines
 - 6 3" diameter carbide high traction wheels
 - 1 Launch chute for use in 6" and 6" relined pipe

- 1 Launch chute for use in 8"-12" sewer lines
- 1 Maintenance tool kit
- 1 Set of test cables
- 1 "Tigertail" downhole guide tube
- 1 Set of video A/B switching equipment for PIP operation
- 2 Push cable assemblies (.52"), 120', for 3", 4" and 6" laterals**
- 1 ST930 push camera, color, self-leveling, with lighthead, 512Hz beacon, spring neck, skid, and case**
- 1 Aries PE3601 pan and tilt camera w/ high intensity LED light ring, including:**
 - 1 Pan and tilt camera w/ infinite axial and pan/tilt rotation
 - 1 Maintenance-free true color warm white directional LED directional lighting system with internal regulators for inspecting up to 6" pipelines
 - 1 Remote focus (continuous)
 - 1 Internal beacon electronics (On/off control)
 - 1 "Smart Upright Home" circuitry (electronic gravity sensor)
 - 1 Lens/light wiper to clear obstructions
 - 1 Camera storage and transport case
 - 1 Spare parts / camera recharge kit
- 1 Long steering probe, PE3601**
- 1 Launcher kit for operation in large lines, including:**
 - 1 Axle extension assemblies for use in up to 21" pipes
 - 4 8" diameter rubber treaded wheels
 - 4 10" diameter rubber treaded wheels
 - 1 Telescoping launch chute
- 1 Cable manhole guide system including:**
 - 1 Manhole top roller assembly
 - 1 Manhole bottom roller assembly and adapter hook
 - 1 Insertion and extractor pole assembly and tractor adapter with three (3) Quick lock fiberglass extension poles
 - 5 Additional fiberglass extension poles
- 2 Operation / maintenance and spare parts manuals**
- 1 Maintenance tool kit**
- 1 Delivery of system**
- 1 One year warranty, TV system**

REF Quote Line 2 – Vehicle

Truck Chassis (CK56403)

243" wheelbase, 162" cab-to-axle

22,000lb gross vehicle weight rating minimum

Front GAWR 7500lb, coil spring suspension with stabilizer bar and gas shock absorbers

Rear GAWR 15500lb, multi-stage leaf suspension with gas shock absorbers

(6) tires, 225/70R19.5H

(6) wheels, 19.5" x 6.75" steel disc 8-hole
Power steering
Hydraulic front and rear disc brakes
12V alternator, 220A
Dual 12V 78A·h 650CCA automotive batteries
ICC running lights plus standard lights including stop, turn, reverse, plate, and 4-way
Mud flaps
40g fuel tank, driver's side fill
Front chrome bumper

Drivetrain

6.6L V8 turbocharged diesel engine, 350hp @ 2700rpm, 700lb·ft @ 1600rpm
Differential ratio 4.30, limited slip
Allison A1700RDS automatic 6-speed transmission
4-wheel drive transfer case
Dry type air filter
Spin on type oil filter, disposable type
Fuel filter
Heavy-duty cooling system
Engine block heater
PTO provision with cab switch

Cab

Fresh air heater and defrosters
Cab air conditioning
Audio system with 7" touchscreen display and Bluetooth
40/20/40 vinyl split front bench seat with center armrest and storage, with manual driver-side lumbar support
Aluminum assist steps
Intermittent windshield wipers with washers
12V dome light
Dual rear-view mirrors, external, heated, swing-away type with convex spotter, retractable and adjustable
Tilt steering wheel
Power door locks and windows
Steering wheel mounted cruise control
Remote keyless entry
Color = summit white

Hi-Cube Body

Aluminum construction
84" interior clear height
96" exterior width
Minimum interior load space of 240"
Flat floor with undercoating
Rear door grab handles, qty.2
Rear viewing camera mounted above rear doors
Full opening 70/30 rear doors with 3 hinges per door, cam lock, and positive hold-open clamps at head height
Side door, 24" wide, with qty.3 RV-style pull out steps and grab handle

REF Quote Line 3 – Onsite

2 Days of training

ONE YEAR LIMITED WARRANTY POLICY

Subject to the conditions set forth herein, Aries Industries, Inc. ("Aries") warrants all new items manufactured by Aries ("Products") for defects in materials and workmanship for a period of one year following the date of receipt by the original user thereof (the "Customer").

Aries shall have, at their option, the right to repair or to replace any defective part or component at their service facility(s), or to ship the Customer a replacement component or part.

Not covered by this Warranty are expendable or wear-out items such as some light bulbs, drive belts, cables, batteries and connectors.

Generators, monitors, recording devices, air conditioners, and all other equipment, materials and items not manufactured by Aries are not covered by this Warranty and shall be covered by any warranty provided by the manufacturer thereof.

No warranty shall be applicable to malfunctions due to damage, neglect, wear, misuse, using unauthorized parts, or improper handling or repairs to any part of the equipment. Improper repairs are deemed to be repairs made by persons other than factory authorized personnel.

Any unauthorized repairs of any Aries manufactured equipment will invalidate this warranty.

Aries shall not be liable for any special, direct, indirect, consequential, punitive or incidental damages (including, without limitation, loss of profits or sales) or injury to person or property resulting from use of the Products or any breach of this Warranty. Aries maximum liability under this Warranty, in the aggregate, shall not exceed the price paid for the Products.

EXCEPT FOR THE WARRANTY SET FORTH HEREIN, ARIES MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE PRODUCTS. ALL OTHER GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHETHER ARISING OUT OF ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, ARE HEREBY DISCLAIMED AND EXCLUDED. WHILE ARIES MAY, FROM TIME TO TIME, OFFER RECOMMENDATIONS AND ADVICE WITH RESPECT TO USE OF PRODUCTS, IT IS UNDERSTOOD THAT ANY SUCH RECOMMENDATIONS AND ADVICE ARE NOT WARRANTIES AND CUSTOMER WILL ACT UPON ANY SUCH RECOMMENDATIONS AND ADVICE AT CUSTOMER'S SOLE RISK.

www.ariesindustries.com

Corporate Office
550 Elizabeth Street
Waukesha, WI 53186

Western Regional
5748 East Shields Avenue
Suite 101
Fresno, CA 93727

Southern Regional
561 Thornton Road, Suite D
Lithia Springs, GA 30122

Aries Canada LTD.
1081 Meyerside Drive, Units 1&2
Mississauga, Ontario
Canada L5T-1M4

PC5000 CONTROLLER

Inspection System Master Controller

See what you're missing.

Aries Master Controller provides a single electronic unit for efficient operation of video inspection systems.

The PC5000 Master Controller replaces multiple controllers to simultaneously operate the tractor and camera, and to supply power to the lights.

The controller enhances equipment performance. It can be remotely operated using the wireless Xbox 360® hand-held controller, which provides improved ease-of-use. The dual joystick controller improves maintainability with easy replacement at thousands of retail outlets.



Master Controller
Can Be Retrofitted
Into Existing Vehicles



Xbox 360® Controller

INTUITIVE OPERATION

- » Intuitive GUI screen with graphical icons and visual indicators
- » Simple transporter switch-over with a 24-pin switch and drop-down menus in software
- » Compatible with PACP software on same computer or two different computers
- » Simultaneous display of lateral and mainline images on two monitors
- » Controls these Aries transporters:
Badger, Pathfinder with 1200 feet of cable, Pathfinder XL with 2000 feet of cable, Lateral Evaluation Television System (LETS 6.0)

Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 • P. 217.498.7200 • F. 217.498.7205 • www.coe-equipment.com

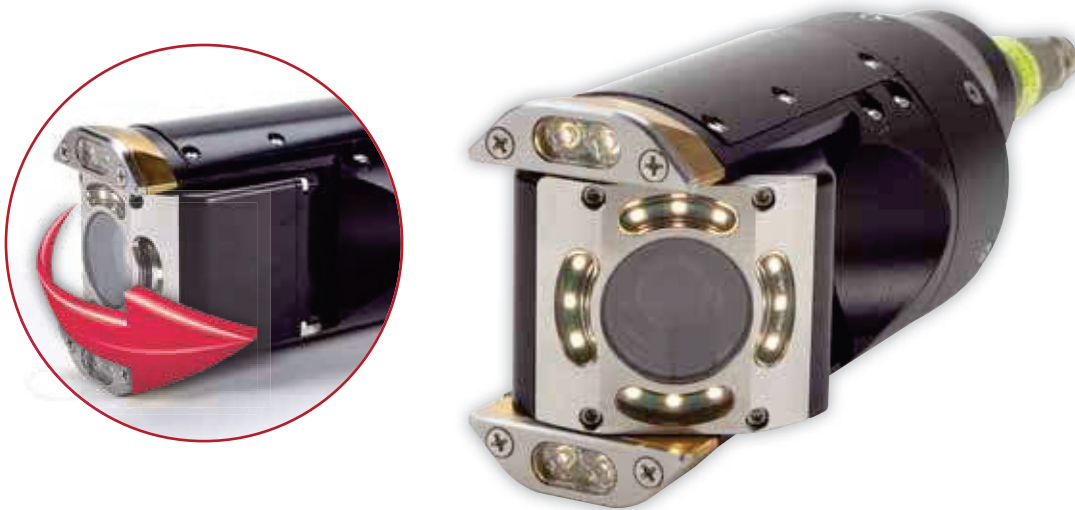
Serving Illinois & Missouri Since 1986 • All Sewer Cleaning & Vacuum Excavation Equipment

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delivering INNOVATION

Capture every detail of mainline pipes 6" relined or larger with Aries WiperCam Pan & Tilt zoom camera. Designed with innovative technology so you can complete pipe inspections quickly and accurately.

WIPERCAM PAN & TILT CAMERA



Detailed Video Capture

- 270° unobstructed viewing angle to view with-the-flow laterals and tractor wheels
- 360° camera head rotation for a full view of the pipe
- 120x zoom and high intensity LED light ring to see pipe details

Maximum Productivity

- Self-cleaning lens system and field replaceable wipers for more time in the pipe
- SMARTEK internal diagnostics for monitoring camera conditions
- Adaptable to almost any multi-conductor system

Durable Construction

- Corrosion-resistant materials for long life in harsh pipe conditions
- Internally pressurized to verify seal
- Scratch-proof and crack resistant sapphire lens window to withstand tough environments

WIPERCAM

Specifications

Innovative Design

Complete jobs faster because of the WiperCam self-cleaning lens technology. The lens is cleaned as the camera head rotates across the field-replaceable wiper blades. This innovative design enables the operator to return to productive inspections seconds after cleaning.

Models PE3430 / PE3530

Self-Cleaning Mainline Zoom Camera:

Application

- For mainline pipes 6" diameter relined and up
- Adaptable to almost any multi-conductor CCTV system
- Compatible with all Aries tractors

Lens

- Self-cleaning lens system with field-replaceable wipers
- 120:1 zoom capability, 10x-optical, 12x-digital

Pan & Tilt Viewing

- Continuous 360° camera head rotation
- 270° unobstructed viewing angle
- Resolution of 720 (H) lines
- Spherical viewing capabilities in excess of 90%
- PE3430 horizontal pan to home / PE3530 vertical tilt to home options

Lights

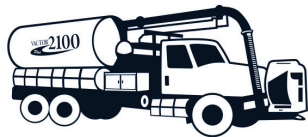
- Ultra-low light sensitive .05 lux
- Automatic exposure compensation
- Natural white LED lighting
- "Starlight" light enhancement feature
- Automatic iris compensation

Diagnostics

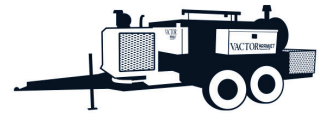
- Internally pressurized with on-screen monitoring
- On-screen diagnostics continually monitor internal camera conditions

Construction

- Shock resistant
- Break-resistant, scratch-proof sapphire camera window
- Operates on up to 2,000' of multi-conductor cable
- Optional crosshair generating lasers for crack measurement



Coe Equipment C.



5953 Cherry Street | Rochester, IL 62563 | P: 217.498.7200 | F: 217.498.7205 | www.coe-equipment.com

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ARIES

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Fax: 262-896-7099

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Suite 101
Fresno, CA 93727
Toll Free: 800-671-0383
Phone: 559-291-0383
Fax: 559-291-0463

Southern Regional

561 Thornton Road, Suite D
Lithia Springs, GA 30122
Toll Free: 800-327-4346
Phone: 770-941-1144
Fax: 770-941-1141

Aries Canada Ltd.

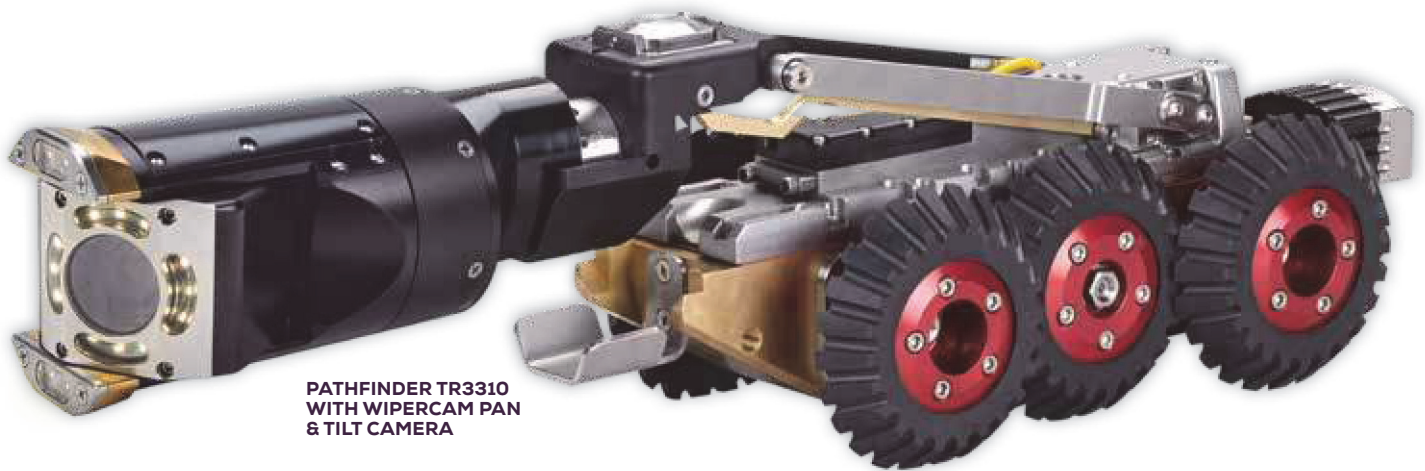
95 Whitmore Road, Unit 1
Vaughan, Ontario
Canada, L4L 6E2
Toll Free: 877-730-7010
Phone: 905-265-2279
Fax: 905-265-2299

raising the bar
UNDERGROUND

delivering **VERSATILITY**

Inspect 6" relined or larger mainlines quickly and accurately with a steerable, self-propelled tractor from our Pathfinder Series. Our range of models, Large Line Kits and wheel sizes ensure you get the right tractor for any combination of distance, condition, and pipe size.

PATHFINDER SERIES TRANSPORTERS



**PATHFINDER TR3310
WITH WIPERCAM PAN
& TILT CAMERA**

Designed for Power

- Powerful, six-wheel, steerable drive to navigate around obstacles
- All-in-one remote control for complete operator control
- Operates in power forward, power reverse, steer-left, steer-right and free wheel modes
- Compact design for superior maneuverability

Full Visibility

- Works with our WiperCam Pan & Tilt camera for superior image capture
- Rear-facing camera to monitor retrieval
- Camera lift for full view of the pipe

Adapts to Challenges

- Choice of three Pathfinder models to match pipe size
- Multiple wheel configurations to adapt to pipe conditions
- Simplified design for quick tire changes

PATHFINDER

Specifications

Power and Versatility

Adaptable to a variety of pipes and tough enough for the rigors of sewer inspection, the Pathfinder Series measures up to your pipeline inspection challenges.

Pathfinder Models TR3300, TR3310 & TR3400

All Models:

- Works with Aries WiperCam Pan & Tilt camera
- Operates on Aries Mobile Pathfinder PR3400 Reel or any Aries mainline Pathfinder system
- Rear tip-up cable connection with secure twist-lock mechanism
- Rear-viewing camera with LED lighting
- Available auxiliary high power detachable light head (optional)
- Single fastener mounting for fast tire size changes
- Six-wheel, steerable drive system to match pipe contours
- Continuous duty drive motors
- Operates in power forward, power reverse, steer-left, steer-right and free wheel modes
- 512Hz sonde/locating beacon

Pathfinder Model TR3300

- Operates in 6"-24" relined mainlines
- All gear-driven drive train powered by two independent, brushless motors
- Waterproof gel-filled circuit board cavity
- Manual camera-lift

Pathfinder Model TR3310

- Operates in 6"-24" mainlines
- Large Line Kit for operation in pipes up to 36" and larger (optional)
- Electric 7.1" camera lift
- On-screen diagnostics monitor transporter conditions
- Sealed and pressurized motor and electronics compartments

Pathfinder XL Model TR3400

- Operates in 8"-30" mainlines
- Large Line Kit for operation in pipes up to 60" (optional)
- Electric camera lift
- On-screen diagnostics monitor transporter conditions
- Sealed and pressurized motor and electronics compartments



ARIES

raising the bar
UNDERGROUND

Corporate Office

550 Elizabeth Street
Waukesha, WI 53186
Toll Free: 800-234-7205
Phone: 262-896-7205
Fax: 262-896-7099

Western Regional

5748 E. Shields Avenue,
Suite 101
Fresno, CA 93727
Toll Free: 800-671-0383
Phone: 559-291-0383
Fax: 559-291-0463

Southern Regional

561 Thornton Road, Suite D
Lithia Springs, GA 30122
Toll Free: 800-327-4346
Phone: 770-941-1144
Fax: 770-941-1141

Aries Canada Ltd.

95 Whitmore Road, Unit 1
Vaughan, Ontario
Canada, L4L 6E2
Toll Free: 877-730-7010
Phone: 905-265-2279
Fax: 905-265-2299

delivering DEPENDABILITY

Simultaneously inspect mainlines and laterals to 150' with the versatile and powerful LETS 6.0 system. Its compact tractor easily navigates pipes 6" or larger, while the lateral camera launches with or against the flow at a 135° angle.

LETS 6.0 LATERAL SYSTEM



Complete View

- Main camera observes mainline conditions and monitors the lateral camera launch
- Two camera options: self-leveling or Pan & Tilt with in-the-pipe lens cleaning technology
- Rear-view camera monitors push cables when in reverse and during retrieval

Simplified Control

- Operate the tractor and cameras with one remote control
- Dual joystick, Xbox 360® controller* for ease of use

*Xbox 360® is a registered trademark of Microsoft®.

Designed for Agility

- Slim, unibody tractor to traverse pipes
- Multiple wheel configurations to match pipe conditions
- Contoured chute to launch the lateral camera with or against the flow
- Lateral camera easily navigates pipe bends



LETS 6.0

Specifications

Power and Accuracy

LETS 6.0 is the ultimate system to simultaneously acquire mainline and lateral assessment video. A slim tractor profile and superior lateral camera launch provides high productivity.

Model 3260

LETS 6.0 Lateral System:

Application

- Inspect laterals to 150' from 6" diameter and larger mainline pipes

Tractor

- Powerful tractor with forward, reverse and free-wheel movement
- Over-voltage protection prevents damage to main motor drive
- Tip-up connector for easier pipe insertion with less cable strain
- Standard six-wheel configuration operates in 6"-12" mainlines
- Optional Large Line Kit operates in 15"-30" diameter pipe and larger

Cameras

- Forward-facing camera captures mainline video and monitors lateral camera launch
- Choose from self-leveling lateral camera or a Pan & Tilt camera
- Integrated 512hz locating beacon
- Telescoping chute with five discrete positions provides easier lateral launching in larger pipes

Controller

- A dual joystick Xbox 360® controller operates tractor and cameras
- The system also works with legacy controller

MINI PUSH
CAMERA

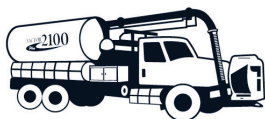


MINI PAN & TILT
CAMERA WITH
LENS WIPER

ARIES

Corporate Office

550 Elizabeth Street
Waukesha, WI 53186
Toll Free: 800-234-7205
Phone: 262-896-7205
Fax: 262-896-7099



Coe Equipment
C.



5953 Cherry Street | Rochester, IL 62563 | P: 217.498.7200 | F: 217.498.7205 | www.coe-equipment.com

Serving Illinois and Missouri | Vactor & All Sewer Cleaning Equipment



**Solicitation Number: RFP #120721****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Aries Industries, Inc., 550 Elizabeth Street, Waukesha, WI 53186-4511 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 17, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: April 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of a 2023 Vactor Ace Easement Machine from COE Equipment, in the amount of \$95,943.70, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: If approved, the City will purchase a 2023 Vactor Ace Easement Machine through a joint purchasing contract and use it to replace Unit S43, which is a 1993 Extendajet E600 Easement Machine. Staff request the replaced unit be declared surplus and traded in for \$1,000 toward this purchase. The unit is used by the Streets and Sewers Section of the Public Works Department for the sewer cleaning program in problem areas of the City. The unit makes it easy to clean out pipes, drains, sewers, and culverts in otherwise inaccessible locations, including areas with rough terrain.

The current unit is 30 years old. The maintenance cost to date is \$26,576.08. Repair issues with this unit have included the jetter hose, carburetor, tires, and batteries. Staff will remove the 600-foot jetter hose that was recently replaced and install it on the new machine for a cost savings of \$16,700.

The City is utilizing the Sourcewell Contract (Contract: #101221-VTR - valid through 11/29/2025) under which Sourcewell has negotiated with vendors for lower costs for fleet vehicles and equipment and followed all appropriate public entity procurement guidelines for formal solicitation.

Seeking to maintain consistency, focus on efficiency, and leverage operational experience of staff for repairs and maintenance, Public Works is recommending the purchase of Vactor brand equipment. The City owns Vactor brand equipment, and staff are familiar with their operation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase a 2023 Vactor Ace Easement Machine from COE Equipment, in the amount of \$95,943.70. Public Works Department has budgeted \$89,960.00 for the purchase of the unit for the Sanitary Sewer Fund. It will be

paid using the Capital Lease-Capital Outlay Equipment Other Than Office account (40110147-72140). Stakeholders can locate this in the FY 2023 Budget Book titled “Other Funds & Capital Improvement” on pages 94 and 98. Some items are under and others over the budgeted amount. The Finance Department monitors these differences to assure these purchases remain within the overall approved fund budget.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[PW 3B Purchase Proposal](#)

[PW 3C Photo of Unit S43](#)

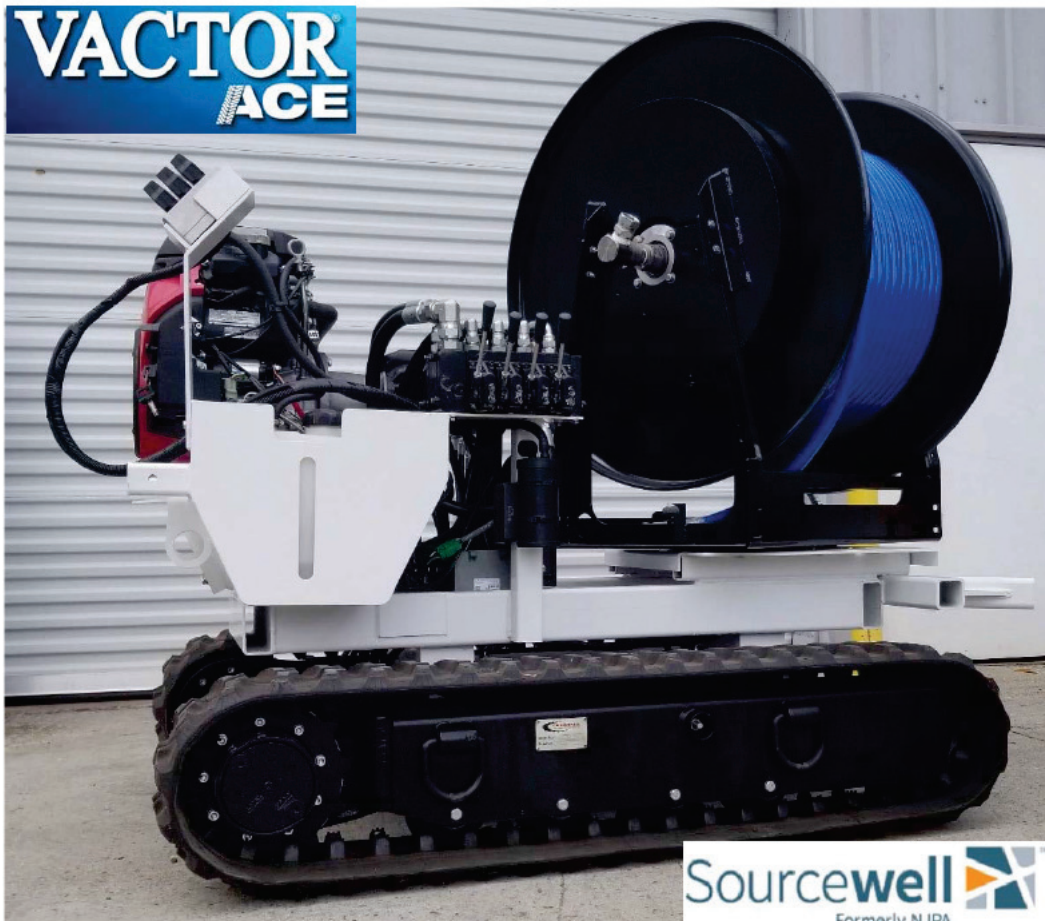
Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 ▪ P. 217.498.7200 ▪ F. 217.498.7205 ▪ www.coe-equipment.com

Serving Illinois & Missouri Since 1986 ▪ All Sewer Cleaning & Vacuum Excavation Equipment

Coe Equipment, Inc. is pleased to submit a quotation for the equipment listed below.

New Vactor Ace Easement Machine



City of Bloomington
109 E Olive St
Bloomington, IL 61701

Contents

About Coe Equipment (Background, years in business and business team)	3
Location and Contacts	3
Item Description:.....	4
Total Delivered Price.....	5

About Coe Equipment (Background, years in business and business team)

Coe Equipment Incorporated is a distributor of sewer cleaning and municipal equipment to cities and contractors throughout Illinois and Missouri. Our team includes over 115 years of combined experience, and over \$500,000 in parts availability. In addition to selling new and used equipment, we also repair all makes and models of sewer cleaning and vacuum equipment. Coe Equipment has been the Vactor Manufacturing, Inc. local manufacturer's representative for over 36 years, since 1986. Coe Equipment has four field technicians and three mechanics certified to work on Vactor equipment. Our warranty and service facility is located in Rochester, IL.

Vactor Manufacturing is the leading manufacturing of sewer cleaners and catch basin cleaners, jetters, industrial vacuum loaders and vacuum excavation equipment featuring innovative technology and custom-configurable designs. Originally founded in Chicago in 1911 as the Myers-Sherman Company, Vactor has been creating and perfecting sewer cleaning equipment for over 100 years. Vactor is located on 20 acres with 245,000 square feet of manufacturing space under one roof in Streator, Illinois and is ISO 9001:2008 and ISO 14001:2004 certified.

Location and Contacts

Coe Equipment, Inc. is headquartered in Rochester, IL. Primary contact information for Coe Equipment is provided below:

Coe Equipment, Inc.

5953 Cherry Street

Rochester, IL 62563

Contact: Steve Smith, Territory Field Representative

Phone: 217-494-0284

Fax: 217-498-7205

Email: steve@coe-equipment.com

Office hours: 7:30 AM – 6:00 PM, Monday - Friday

After office hours: Call cell phone to troubleshoot and schedule appointments outside of office hours.

Item Description:

Vactor Ace Easement Machine manufactured by Vactor Manufacturing as per attached component list, including

2023 Vactor Ace Easement

- 9" Wide High Flotation Rubber Track Propel System with Independent Drive
- Pendant Adjustable Tracks 34.5"-46.5"
- 2 Speed Operation 1.4 MPH Low; 2.8 MPH High
- Electric Speed Controls
- Hydraulic Release Park Lock
- Wireless Remote Option for Propel and Track Extension/Retraction
- 20.8 HP Honda Gas Engine, with Hour Meter
- 4 Gal Hydraulic Reservoir With Premium Filtration
- High Performance Hydraulic Oil Cooler
- Hydraulic Pressure Gauge
- LED Lighting on Each Side of the Machine.
- Low Profile Design with Fixed Reel
- Direct Drive Hydraulically Powered Hose Reel with Manual Pivot Left and Right
- 600' Capacity Pivot Hose Reel, Hydraulic Speed Control Valve
- (500' x 1" Shark Sewer Hose Rated at 3000PSI – Customer Supplied), 10' x 1" Leader Hose
- Mechanical footage counter
- Auto Level Wind Guide
- Reel Based Out Riggers with Manual Adjustments
- Standard Powder Coating
- White Paint, Shrouds and Black Reel
- Water Selector Valve for Water "On / Off"
- Pressure Relief Disk
- Manual
- 1 Year Vactor Warranty
- Easement Trailer, 5,200 lb GVW, Single Axle, Electric Brakes, Spring Assist Gate, Toolbox

Total Price

New Factory Price:	\$105,675.00
Sourcewell Member Discount, ID [REDACTED] Contract # [REDACTED]:	-\$8,731.31
Trade-In Extendajet E600 Easement Machine:	-\$1,000.00
**Total:	\$95,943.70

Price includes delivery and on-site operator training.
Tax, Title and license are in addition to the unit price.
Price valid for 30 days.
Payment Terms: NET

*Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. All prices quoted are in US Dollars unless otherwise noted.
3. Trade-in requires title, manual, standard accessories, and should be in good working order.

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

Customer

Customer Representative

Date

Coe Equipment, Inc.

Company

Steve Smith

Company Representative:

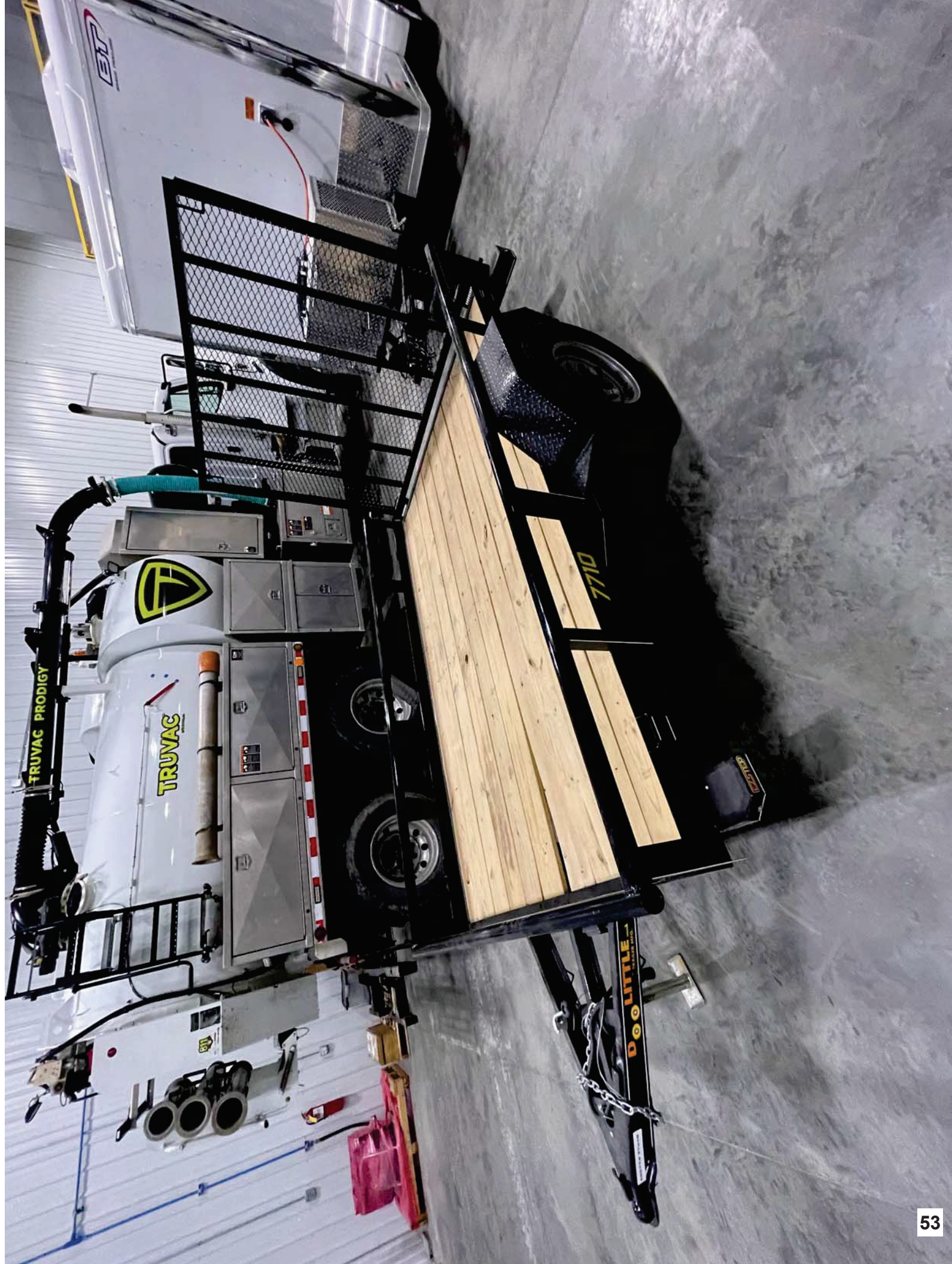
April 14, 2023

Date















CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: April 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase Agreement for Three Unmanned Aerial Vehicles from Axon, Enterprise, Inc., in the Amount of \$101,675.02 over Five Years, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Police Department previously presented the purchase and use of Unmanned Aerial Vehicles ("UAV") to Council as part of a Violence Reduction and Prevention proposal which was approved by Council on March 13, 2023. The amount is \$1000 higher for this Item than originally anticipated for the first year, but can be covered with already approved budget funds. This is a follow up to request to make the purchase approved in the budget amendment at that time. This purchase will involve:

- Joint Purchasing Contract through Sourcewell.gov (Contract # 010720-AXN, expires 2/21/2025) for a total of 5 years in the amount of \$101,675.02: Year 1 will be \$47,000.01; Year 2 (FY 2024) will be \$13,668.77; Year 3 (FY 2025) will be \$13,668.77; Year 4 (FY 2026) will be \$13,668.75; and Year 5 (FY 2027) will be \$13,668.72. Years 2 through 5 are related to annual training, software maintenance and support. The future years will be added to each of the respective fiscal year budgets.
- The amount is \$1,000 higher for this item than anticipated for Year 1. However another Item, the Integrated Ballistic Identification System ("IBIS"), which was also proposed and approved in the same budget amendment, came in several thousand dollars under the proposed cost.

These UAVs will use Axon Enterprise, Inc. proprietary tools to seamlessly integrate into our Evidence.com platform for ease of viewing, auditing, tracking, security, accountability. These tools are already in use with our current Axon ecosystem which includes Evidence.com and would be an expanded use of the current technology by the Police Department.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Presented to the Public Safety and Community Relations Board on January 5, 2023, as a component of the overall Violence Reduction and Prevention Initiative by the Police Department.

FINANCIAL IMPACT: If approved, the City will purchase 3 Unmanned Aerial Vehicles from

Axon, Enterprise, Inc., in the amount of \$101,675.02: Year 1 will be \$47,000.01; Year 2 (FY 2024) will be \$13,668.77; Year 3 (FY 2025) will be \$13,668.77; Year 4 (FY 2026) will be \$13,668.75; and Year 5 (FY 2027) will be \$13,668.72. Police will budget Years 2 through 5 in the Police-Repair Maintenance Office & Computer Equipment account in FY 2024 through FY 2027. The initial purchase totaling \$47,000.01 will be made from the Police-Capital Outlay Equipment Other than Office account (10015110-72140), using recently added funds from the March 13, 2023 City Council approved budget amendment. Year 1 would be paid using funds recently approved by City Council as part of a Budget Amendment on March 13, 2023.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal PS-1 Reduce crime and the fear of crime, Objective PS-1.2 Develop personnel and increase departmental efficiencies: review and research relevant technologies

Respectfully submitted for consideration.

Prepared by: Ken Bays, Assistant Police Chief

ATTACHMENTS:

[PD 1B Quote](#)

[PD 1C Contract](#)



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-466788-45009.685.JB

Issued: 03/24/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 04/01/2023

Account Number: [REDACTED]

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business/Delivery/Invoice-305 S East St 305 S East St Bloomington, IL 61701-7609 USA	Bloomington Police Dept. - IL 305 S East St Bloomington, IL 61701-7609 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Julie Bosack Phone: 312-576-2829 Email: jbosack@axon.com Fax:	Kenneth Bays Phone: 3094342267 Email: kbays@cityblm.org Fax:

Quote Summary

Program Length	58 Months
TOTAL COST	\$101,675.02
ESTIMATED TOTAL W/ TAX	\$101,675.02

Discount Summary

Average Savings Per Year	\$2,671.65
TOTAL SAVINGS	\$12,912.96

Payment Summary

Date	Subtotal	Tax	Total
Mar 2023	\$47,000.01	\$0.00	\$47,000.01
Jan 2024	\$13,668.77	\$0.00	\$13,668.77
Jan 2025	\$13,668.77	\$0.00	\$13,668.77
Jan 2026	\$13,668.75	\$0.00	\$13,668.75
Jan 2027	\$13,668.72	\$0.00	\$13,668.72
Total	\$101,675.02	\$0.00	\$101,675.02

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$114,587.98
\$114,587.98
\$101,675.02

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	58	\$183.34	\$183.34	\$183.34	\$10,633.72	\$0.00	\$10,633.72
CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	1	58	\$116.67	\$116.67	\$116.67	\$6,766.86	\$0.00	\$6,766.86
A la Carte Hardware									
100684	AXON AIR,DJI MAVIC 3 THERMAL (NA)SP PLUS	1		\$5,998.00	\$5,998.00	\$5,998.00	\$5,998.00	\$0.00	\$5,998.00
100689	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	2		\$659.00	\$659.00	\$659.00	\$1,318.00	\$0.00	\$1,318.00
12346	AXON AIR, FOTOKITE SIGMA MOBILE	1		\$33,945.00	\$33,945.00	\$33,945.00	\$33,945.00	\$0.00	\$33,945.00
100786	AXON AIR,DN DJI MINI 3 PRO WITH DJI RC SMART CONTROLLER	1		\$909.00	\$909.00	\$909.00	\$909.00	\$0.00	\$909.00
A la Carte Software									
100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	1	58	\$249.58	\$197.94	\$197.94	\$11,480.68	\$0.00	\$11,480.68
100112	AXON AIR, E.COM PILOT DATA LIC	4	58	\$32.43	\$32.43	\$32.43	\$7,523.76	\$0.00	\$7,523.76
12344	AXON AIR, FOTOKITE CONNECT LICENSE	1	58	\$275.00	\$275.00	\$275.00	\$15,950.00	\$0.00	\$15,950.00
ProLicense	Pro License Bundle	4	58	\$42.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
100612	AXON AIR, 2HR VIRTUAL TRAINING BY DRONESENSE	1		\$250.00	\$250.00	\$250.00	\$250.00	\$0.00	\$250.00
A la Carte Warranties									
100776	AXON AIR, FOTOKITE SIGMA 4YR EXTENDED WARRANTY	1		\$6,900.00	\$6,900.00	\$6,900.00	\$6,900.00	\$0.00	\$6,900.00
Total							\$101,675.02	\$0.00	\$101,675.02

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	100684	AXON AIR,DJI MAVIC 3 THERMAL (NA)SP PLUS	1	03/01/2023
A la Carte	100689	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	2	03/01/2023
A la Carte	100786	AXON AIR,DN DJI MINI 3 PRO WITH DJI RC SMART CONTROLLER	1	03/01/2023
A la Carte	12346	AXON AIR, FOTOKITE SIGMA MOBILE	1	03/01/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR, UAS LICENSE (CLASS 1)	1	04/01/2023	01/31/2028
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	1	04/01/2023	01/31/2028
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	1	04/01/2023	01/31/2028
AXON AIR, CLASS M UAS BUNDLE	100582	AXON AIR, UAS LICENSE (CLASS M)	1	04/01/2023	01/31/2028
AXON AIR, CLASS M UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	1	04/01/2023	01/31/2028
AXON AIR, CLASS M UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	1	04/01/2023	01/31/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	04/01/2023	01/31/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	04/01/2023	01/31/2028
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	4	04/01/2023	01/31/2028
A la Carte	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	1	04/01/2023	01/31/2028
A la Carte	12344	AXON AIR, FOTOKITE CONNECT LICENSE	1	04/01/2023	01/31/2028

Services

Bundle	Item	Description	QTY
A la Carte	100612	AXON AIR, 2HR VIRTUAL TRAINING BY DRONESENSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100776	AXON AIR, FOTOKITE SIGMA 4YR EXTENDED WARRANTY	1	04/01/2023	01/31/2028

Payment Details

Mar 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100112	AXON AIR, E.COM PILOT DATA LIC	4	\$610.70	\$0.00	\$610.70
Annual Payment 1	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	1	\$931.88	\$0.00	\$931.88
Annual Payment 1	100612	AXON AIR, 2HR VIRTUAL TRAINING BY DRONESENSE	1	\$20.29	\$0.00	\$20.29
Annual Payment 1	100776	AXON AIR, FOTOKITE SIGMA 4YR EXTENDED WARRANTY	1	\$560.07	\$0.00	\$560.07
Annual Payment 1	12344	AXON AIR, FOTOKITE CONNECT LICENSE	1	\$1,294.66	\$0.00	\$1,294.66
Annual Payment 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$863.14	\$0.00	\$863.14
Annual Payment 1	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	1	\$549.27	\$0.00	\$549.27
Year 1	100684	AXON AIR,DJI MAVIC 3 THERMAL (NA)SP PLUS	1	\$5,998.00	\$0.00	\$5,998.00
Year 1	100689	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	2	\$1,318.00	\$0.00	\$1,318.00
Year 1	100786	AXON AIR,DN DJI MINI 3 PRO WITH DJI RC SMART CONTROLLER	1	\$909.00	\$0.00	\$909.00
Year 1	12346	AXON AIR, FOTOKITE SIGMA MOBILE	1	\$33,945.00	\$0.00	\$33,945.00
Year 1	ProLicense	Pro License Bundle	4	\$0.00	\$0.00	\$0.00
Total				\$47,000.01	\$0.00	\$47,000.01

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100112	AXON AIR, E.COM PILOT DATA LIC	4	\$1,728.27	\$0.00	\$1,728.27
Annual Payment 2	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	1	\$2,637.20	\$0.00	\$2,637.20
Annual Payment 2	100612	AXON AIR, 2HR VIRTUAL TRAINING BY DRONESENSE	1	\$57.43	\$0.00	\$57.43
Annual Payment 2	100776	AXON AIR, FOTOKITE SIGMA 4YR EXTENDED WARRANTY	1	\$1,584.98	\$0.00	\$1,584.98
Annual Payment 2	12344	AXON AIR, FOTOKITE CONNECT LICENSE	1	\$3,663.84	\$0.00	\$3,663.84
Annual Payment 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$2,442.65	\$0.00	\$2,442.65
Annual Payment 2	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	1	\$1,554.40	\$0.00	\$1,554.40
Total				\$13,668.77	\$0.00	\$13,668.77

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100112	AXON AIR, E.COM PILOT DATA LIC	4	\$1,728.27	\$0.00	\$1,728.27
Annual Payment 3	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	1	\$2,637.20	\$0.00	\$2,637.20
Annual Payment 3	100612	AXON AIR, 2HR VIRTUAL TRAINING BY DRONESENSE	1	\$57.43	\$0.00	\$57.43
Annual Payment 3	100776	AXON AIR, FOTOKITE SIGMA 4YR EXTENDED WARRANTY	1	\$1,584.98	\$0.00	\$1,584.98
Annual Payment 3	12344	AXON AIR, FOTOKITE CONNECT LICENSE	1	\$3,663.84	\$0.00	\$3,663.84
Annual Payment 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$2,442.65	\$0.00	\$2,442.65
Annual Payment 3	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	1	\$1,554.40	\$0.00	\$1,554.40
Total				\$13,668.77	\$0.00	\$13,668.77

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100112	AXON AIR, E.COM PILOT DATA LIC	4	\$1,728.26	\$0.00	\$1,728.26
Annual Payment 4	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	1	\$2,637.20	\$0.00	\$2,637.20
Annual Payment 4	100612	AXON AIR, 2HR VIRTUAL TRAINING BY DRONESENSE	1	\$57.43	\$0.00	\$57.43

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100776	AXON AIR, FOTOKITE SIGMA 4YR EXTENDED WARRANTY	1	\$1,584.98	\$0.00	\$1,584.98
Annual Payment 4	12344	AXON AIR, FOTOKITE CONNECT LICENSE	1	\$3,663.83	\$0.00	\$3,663.83
Annual Payment 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$2,442.65	\$0.00	\$2,442.65
Annual Payment 4	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	1	\$1,554.40	\$0.00	\$1,554.40
Total				\$13,668.75	\$0.00	\$13,668.75

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100112	AXON AIR, E.COM PILOT DATA LIC	4	\$1,728.26	\$0.00	\$1,728.26
Annual Payment 5	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	1	\$2,637.20	\$0.00	\$2,637.20
Annual Payment 5	100612	AXON AIR, 2HR VIRTUAL TRAINING BY DRONESENSE	1	\$57.42	\$0.00	\$57.42
Annual Payment 5	100776	AXON AIR, FOTOKITE SIGMA 4YR EXTENDED WARRANTY	1	\$1,584.99	\$0.00	\$1,584.99
Annual Payment 5	12344	AXON AIR, FOTOKITE CONNECT LICENSE	1	\$3,663.83	\$0.00	\$3,663.83
Annual Payment 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$2,442.63	\$0.00	\$2,442.63
Annual Payment 5	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	1	\$1,554.39	\$0.00	\$1,554.39
Total				\$13,668.72	\$0.00	\$13,668.72

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is governed by the Master Services and Purchasing Agreement executed between City of Bloomington and Axon Enterprise Inc. (formerly TASER International, Inc.) dated October 26, 2022 (Agreement), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

AGENCY HEREBY GIVES NOTICE THAT IT DOES NOT WISH TO PARTICIPATE IN AXON CUSTOMER EXPERIENCE IMPROVEMENT PROGRAM APPENDIX (ACEIP) TIER 1 OR TIER 2 AND REVOKES ANY AND ALL CONSENT.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Sourcewell Contract # 010702-AXN has a maturity date of February 21, 2025.

Signature	Date Signed
3/24/2023	

Axon Enterprise

Public Safety Video Surveillance

#010720-AXN

Maturity Date: 02/21/2025



Products & Services

Sourcewell contract 010720-AXN gives access to the following types of goods and services:

- Axon Body 3 camera hardware & accessories
- Axon Body 2 & Flex 2 camera hardware & accessories
- Axon body-worn camera dock hardware
- Officer safety plans
- Axon Fleet 3
- Axon Fleet 2
- Axon Fleet Cradlepoint routers, wireless offload servers, & installation
- Axon Interview Room
- Axon Air
- Axon Evidence
- Axon software integrations
- Professional services



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: April 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Reject the Bid for the New Lake Bloomington Maintenance Facility (Bid #2023-10), as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Bid Rejection be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City released a formal bid on Friday, January 27, 2023, for the New Lake Bloomington Maintenance Facility at Lake Bloomington that was destroyed due to a fire on March 10, 2019. The City received two bids on Thursday, February 23, 2023, with GIVSCO Construction Company being the lowest bid at \$1,388,765. However, the Architect's Estimate for this project was \$948,559. After further review of the bid submission by City staff and the project architect, Shive-Hattery, the City is looking at alternative solutions that may be more cost-effective options for this project. The Public Works Department may rebid this project at a later date. A full bid tabulation is attached.

Project costs escalated due to the following:

- Material costs are high due to low raw material availability and high demand.
- A shortage of labor force and higher demand for wages are increasing costs.
- The cost of fuel and material transportation has increased.
- The contractor backlog is full. There is no need for competitive estimating by contractors. Contractors are being awarded projects at higher costs as a result of high demand for services.
- Material suppliers are holding prices for a very limited week to two weeks forcing the contractors to increase cost estimates to cover material cost increases due to long lead time to award the public project.
- Higher interest costs to fund capital to operate the contractor's business is passed on to higher project cost estimates.
- Costs are escalating at 10-15% from one year ago, 20-25% from two years ago, and to 30-45% last year for a three-year duration.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on January 27, 2023.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[PW 1B Cost Evaluation Bid Rejection](#)

[PW 1C Bid Tab](#)

March 27, 2023

PROJECT NUMBER: 7216030

PROJECT: Lake Bloomington Maintenance Facility
25432 Davis Lodge Road
Hudson, IL 61748

OWNER: City of Bloomington, IL

Contractor bids were received on February 23, 2023

Two Bids were received.

Bids were received from GIVSCO

1	Base Bid	Building Shell, Earthwork, Foundations	\$760,873.00
2.	Alternate Bid A1	Concrete Slab for Room 100, 106, 105, 107 & 108	\$150,953.00
3.	Alternate Bid A5	Architectural, MEP for Room 105 and 108	\$199,604.00
4.	Alternate Bid A7	Mechanical for Room 106 and 107	\$62,466.00
5.	Alternate Bid A8	Electrical for Room 106 and 107	\$79,970.00
6.	Alternate Bid A9	Plumbing for Room 106 and 107	<u>\$68,794.00</u>
			\$1,322,660.00

Bids with Contingencies from GIVSCO

1	Base Bid	Building Shell, Earthwork, Foundations	\$798,917.00
2.	Alternate Bid A1	Concrete Slab for Room 100, 106, 105, 107 & 108	\$158,471.00
3.	Alternate Bid A5	Architectural, MEP for Room 105 and 108	\$209,585.00
4.	Alternate Bid A7	Mechanical for Room 106 and 107	\$65,589.00
5.	Alternate Bid A8	Electrical for Room 106 and 107	\$83,969.00
6.	Alternate Bid A9	Plumbing for Room 106 and 107	<u>\$72,234.00</u>
			\$1,388,765.00

Bids were received from PJ Hoerr

1	Base Bid	Building Shell, Earthwork, Foundations	\$856,500.00
2.	Alternate Bid A1	Concrete Slab for Room 100, 106, 105, 107 & 108	\$88,000.00
3.	Alternate Bid A5	Architectural, MEP for Room 105 and 108	\$267,500.00
4.	Alternate Bid A7	Mechanical for Room 106 and 107	\$61,000.00
5.	Alternate Bid A8	Electrical for Room 106 and 107	\$26,500.00
6.	Alternate Bid A9	Plumbing for Room 106 and 107	<u>\$56,000.00</u>
			\$1,354,500.00

Bids with Contingencies from PJ Hoerr

1	Base Bid	Building Shell, Earthwork, Foundations	\$899,325.00
2.	Alternate Bid A1	Concrete Slab for Room 100, 106, 105, 107 & 108	\$92,400.00
3.	Alternate Bid A5	Architectural, MEP for Room 105 and 108	\$280,875.00
4.	Alternate Bid A7	Mechanical for Room 106 and 107	\$64,050.00
5.	Alternate Bid A8	Electrical for Room 106 and 107	\$27,825.00
6.	Alternate Bid A9	Plumbing for Room 106 and 107	<u>\$58,800.00</u>
			\$1,423,275.00

Project #7216030



Proposed budget for the Project was estimated at \$948,559.00 for the Base Bid and Alternates received. Estimates for Mechanical, Plumbing and Electrical were within the estimates. However, the architectural building shell, interior buildout and concrete were considerably more cost. It is difficult to evaluate the cost impact without reviewing the bidders itemized cost breakdown of the lump sum bid.

Project costs are escalating due to:

- Material costs are high due to low raw material availability and demand high.
- Some Parts and material are not made in US. Quantities are in short supply from foreign countries delaying delivery of products for construction and assembly of equipment resulting in increasing cost.
- Shortage of labor force and higher demand for wages are increasing costs.
- Cost of fuel and increase for material transportation has increased.
- Contractor backlog is full. There is no need for competitive estimating by the contractor. Contractor are being awarded projects at higher cost as a result of high demand for services.
- Material suppliers are holding prices for a very limited week to two weeks forcing the contractor to increase cost estimates to cover material cost increases due to long lead time to award the public project.
- Higher interest cost to fund capital to operate the contractor 's business is passed on to higher project cost estimates.

Costs are escalating at 10 to 15% three years ago, to 20 to 25% two years ago and to 30 to 45% increase last year for a three year duration.

The bidding process of base bidding and alternate pricing was selected to provide the City the opportunity to begin the construction sequence to replace the Lake Bloomington maintenance facility destroyed by fire. If local contractors are correct, large construction cost reduction over the next two years is not anticipated.

The City of Bloomington should evaluate the current need for the maintenance facility and consider awarding the base bid building shell to the low bidder. Cost saving by delaying the Project may only increase the cost.

Included with this document is an article Prepared by Construction Dive for your reference confirming the status and impact on materials, schedules, and construction sequencing.

SHIVE - HATTERY



Jeffrey M. Wolf AIA, LEED AP

Attachments:

Construction Dive



EVALUATION TABULATION

ITB No. Bid #2023-10

New Lake Bloomington Maintenance Facility

RESPONSE DEADLINE: February 23, 2023 at 10:00 am

Report Generated: Thursday, March 16, 2023

SELECTED VENDOR TOTALS

Vendor	Total
GIVSCO CONSTRUCTION COMPANY	\$1,388,765.00
P.J. Hoerr	\$1,423,275.00

BID #2023-10 NEW LAKE BLOOMINGTON MAINTENANCE FACILITY - BASE BID

Bidder must submit a bid for all of the bid line items or the bid submission will be considered to be non-responsive and not considered for award of the project. The City retains the right to choose all, none or some of the bid line items as is in the best interest of the City. Bidder agrees to hold all pricing for ninety (90) days from the bid due date not including the day of the bid opening. Please note that any skipped alternates are no longer included in this project.

Vendor	Total
GIVSCO CONSTRUCTION COMPANY	\$798,917.00
P.J. Hoerr	\$899,325.00

BID #2023-10 NEW LAKE BLOOMINGTON MAINTENANCE FACILITY

EVALUATION TABULATION
ITB No. Bid #2023-10
New Lake Bloomington Maintenance Facility

Alternate 1 - Concrete Slab for Shell Space 100, Shop 106, Unisex 105, Utility 108, Equipment Storage 107

Vendor	Total
P.J. Hoerr	\$92,400.00
GIVSCO CONSTRUCTION COMPANY	\$158,471.00

BID #2023-10 NEW LAKE BLOOMINGTON MAINTENANCE FACILITY

Alternate 5 - Architectural, Mechanical, Electric and Plumbing Installation for Unisex 105 and Utility 108

Vendor	Total
GIVSCO CONSTRUCTION COMPANY	\$209,585.00
P.J. Hoerr	\$280,875.00

BID #2023-10 NEW LAKE BLOOMINGTON MAINTENANCE FACILITY

Alternate 7 - Mechanical Installation for Shop 106 and Equipment Storage 107

Vendor	Total
P.J. Hoerr	\$64,050.00
GIVSCO CONSTRUCTION COMPANY	\$65,589.00

BID #2023-10 NEW LAKE BLOOMINGTON MAINTENANCE FACILITY

EVALUATION TABULATION

ITB No. Bid #2023-10

New Lake Bloomington Maintenance Facility

Alternate 8 - Electrical Installation for Shop 106 and Equipment Storage 107

Vendor	Total
P.J. Hoerr	\$27,825.00
GIVSCO CONSTRUCTION COMPANY	\$83,969.00

BID #2023-10 NEW LAKE BLOOMINGTON MAINTENANCE FACILITY

Alternate 9 - Plumbing Installation for Shop 106 and Equipment Storage 107

Vendor	Total
P.J. Hoerr	\$58,800.00
GIVSCO CONSTRUCTION COMPANY	\$72,234.00



CONSENT AGENDA ITEM NO. 7.F.

ROU COLNCIW April 10, 2023

P AUD IMBACTED: City-Wide Impact

SLJKECT: Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Approving an Amendment to the Agreement with Cargill, Inc. Regarding Rock Salt, as requested by the Public Works Department.

UECOMMENDED MOTION: The proposed Resolution be approved.

STUATEGIC BWAN WNY:

Goal 1. Financially Sound City Providing Quality Basic Services

STUATEGIC BWAN SIGNIRICANCE:

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

JACYGUOLND: If approved, the City will amend the agreement with Cargill and pay them \$89.09 per ton for rock salt. The price per ton is a 2% increase from the original Fiscal Year ("FY") 2023 contract price.

The City entered into an agreement with Cargill in August 2022 in the amount of \$87.34 per ton. The City is obligated to purchase 80% (5,600 tons) of the agreed amount of salt. Due to the unusually mild winter of 2022-2023, the City was unable to purchase the entire 5,600 tons required by contract. The City is still obligated to purchase and take delivery of an additional 3,300 tons per contract. Additionally, due to construction around the public service garage and salt dome area, public service has no place to store the additional salt required to be purchased by the City per the contract by April 30, 2023.

With the limited space at public service garage, and the salt dome full, City staff reached out to Cargill, and found that they will store the additional salt to be purchased until December 31, 2023, at no additional cost to the City as long as the City enters into an agreement to purchase 2023-2024 Rock Salt from Cargill at a 2% increase for 3,700 tons.

Cargill offered the following: For the 2023-2024 season, the City will agree to pay \$89.09 per ton for 3,700 tons with an 80% (2,960 tons) minimum purchase at a cost of \$263,706.40, up to a maximum of 120 percent (4,440 tons) at a cost of \$395,559.60. The City would be obligated to purchase and take delivery of 80% of the agreed amount of salt by April 30, 2024. If the City has not taken delivery of the 2,960 tons of rock salt from the 2023-2024 season by April 30, 2024, the City will be charged a \$20 per ton, per month storage fee until the minimum amount is purchased and delivered.

Cargill will defer the 80% purchase from 2022-2023 (usually charging \$20 per ton, per month) until December 31, 2023. The City has a remaining balance of 3,300 tons. By allowing the City to defer purchase of the 3,300 tons without charging the monthly storage fee, the savings will be \$528,000. If the City has not taken the 3,300 tons of rock salt from the 2022-

2023 season by December 31, 2023, the City will be charged a \$20 per ton, per month storage fee until the minimum amount is taken. City staff is confident they will have the 3,300 tons delivered to public service garage/salt dome by December 31, 2023.

Snowfall and winter weather conditions are unpredictable, and Public Works may need to order additional rock salt during FY 2024, up to the maximum of 4,440 tons. Public Works has budgeted \$725,000.00 for FY 2024.

COMMLNIT/ GUOLBSVINTEUESTED BEUSONS CONTACTED: N/A

RINANCIAWIMBACT: This is a FY 2024 budgeted Item. The FY 2024 Proposed Budget includes an amount of \$725,000 for rock salt. If approved, \$263,706.40 will be committed for 80% of the contract amount or 2,960 tons at \$89.09/ton. The funds for this purchase are included in the Snow & Ice Removal-Rock Salt account (10016124-71085). Stakeholders can locate this in the FY 2024 Proposed Budget Book titled "Budget Overview & General Fund" on page 256.

AMEUCAN UESCLE BWAN RLNDING IMBACT: N/A

COMMLNIT/ DEHEVOBMENT IMBACT: This request is for the development of the city through denser, mixed-use developments and reinvestment in the established older neighborhoods, Objective N-1.1. Enhance the livability of all Bloomington Neighborhoods; Goal D-4. A clean and safe Downtown, Objective D-4.1. Improve and promote Downtown as a clean and safe place; and 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 of interstate highway system.

Respectfully submitted for consideration.

Prepared by: Colleen Winterland, Superintendent of Streets and Sewers

ATTACHMENTS:

[PW 5B Resolution](#)

[PW 5C Original Agreement](#)

[Signed Cargill - First Amendment for Bulk Rock Salt \(MM\) DRAFT \(002\).pdf](#)

RESOLUTION NO. 2023 - _____

**A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN
AMENDMENT TO THE AGREEMENT WITH CARGILL, INC. REGARDING ROCK SALT**

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

WHEREAS, the City entered into an agreement for bulk rock salt (hereinafter “Agreement”) with Cargill, Inc. (hereinafter “Cargill”) on August 23, 2022; and

WHEREAS, due to an unusually mild winter season, the City was only able to purchase and utilize 2,400 tons of the 5,600 tons of rock salt it was contractually obligated to purchase; and

WHEREAS, Cargill is willing to make certain accommodations to ensure the City meets all contractual obligations by allowing for cost-free storage of the unpurchased 3,300 tons of rock salt and to extend the Agreement through April 30, 2024; and

WHEREAS, due to the unusual conditions, it is in the best interest of the City to waive any formal bidding requirements and approve an amendment to the Agreement to engage in and extend Cargill’s services for another year.

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

That the recitals set forth above are incorporated herein, the formal bid requirements are waived, and the City Manager is authorized to approve and enter into an amendment to the Agreement with Cargill, once negotiated by the Legal Department.

PASSED this 10th day of April 2023.

APPROVED this ____ day of April 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON AGREEMENT WITH
Cargill, Incorporated**

**FOR
Bulk Rock Salt**

23rd August

THIS AGREEMENT, dated this 28th day of July, 2022, is between the City of Bloomington, IL (hereinafter "CITY") and Cargill, Incorporated (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

- ☐ This Agreement was not subject to a formal solicitation process by the CITY.
- ☒ This Agreement was subject to the following procurement initiative by the CITY:
Bid #2023-02 FY2023 Rock Salt for Roadway Ice Control (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS" and attached hereto), shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail.
- ☐ This Agreement was not subject to a formal solicitation process by the CITY, but includes the other required proposal/documents attached hereto in Exhibit C.

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

- ☐ A flat fee of \$_____ as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein.
- ☒ Fees as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein not to exceed \$87.34 / ton.

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

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



This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

If to VENDOR:

Cargill, Inc. - Salt, Road Safety
Attn: Customer Care
24950 Country Club Blvd. Ste 450
North Olmsted, OH 44070
salt_customercare@roadsafety@cargill.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

Section 26. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

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

- ☐ Until all of the services and/or deliverables required to be provided within this Agreement are completed and accepted by CITY.
- ☐ From _____ year(s) from the date of this Agreement listed above.
- ☒ By the date state in the PROCUREMENT DOCUMENTS or no later than 04/30/2023.
- ☐ This Agreement shall also be subject to the following renewal terms, if any:
- _____

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

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

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

CITY OF BLOOMINGTON

By: [Signature]
Its City Manager

ATTEST:

By: [Signature]
Its City Clerk



VENDOR

By: [Redacted Signature]
Its Customer Care Representative

By: [Redacted Signature]
Its Customer Care Representative

Exhibit A
Description of Services/Work Provided

**Bid #2023-02 FY2023 Bulk Rock Salt for Roadway Ice Control
Specifications**

Bulk Rock Salt shall comply with the requirements of American Association of State Highway and Transportation Officials (AASHTO) Specifications M143, Sodium Chloride Type 1, Grade 1. Bulk rock salt will not contain more than one-half pound nor less than 35 ppm of ferric ferrocyanide or sodium ferrocyanide per ton at delivery point. Bulk rock salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site. Alternate specifications for salt will not be considered for evaluation.

- **ESTIMATED QUANTITY:** 7,000 tons.
- **MINIMUM 80% COMMITMENT:** The City of Bloomington shall be required to purchase 80% of the estimated quantity and have no further liability to the vendor for further remaining quantities.
- **MAXIMUM 120% VENDOR COMMITMENT:** The vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price.
- **QUANTITIES EXCEEDING MAXIMUM 120% VENDOR COMMITMENT:** In the instance that the City of Bloomington requires quantities that would exceed the maximum commitment of the Vendor, any delivery shall be made upon the mutual agreement of all parties.
- **ORDERING GUIDELINE:** The City of Bloomington may order up to 20% of the 100% contracted tonnage in any given week and vendor shall deliver within seven (7) working days after receipt of order. Quantities ordered above the 20% threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline.
- **ORDER QUANTITY:** Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads.
- **ORDERING TIMELINE:** For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first working day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first working day of the seven (7) day delivery period, or as amended by ordering guidelines herein.
- **STOCKPILE AND DELIVERY PERFORMANCE:** Freezing of waterways and the impact on delivery must be reasonably anticipated by the vendor and is not a cause to claim Force Majeure.
- **DELIVERY TIME:** Deliveries are to be made within seven (7) working days, or as extended by ordering guideline herein. For all orders placed on or after December 1, 2022, and prior to May 1, 2023, order delivery performance shall be subject to application of Liquidated Damages as stated herein. For all orders placed on or after December 1, 2022, and on or prior to April 30, 2023, order delivery performance shall be subject to application of Liquidated Damages as stated herein. In the event that the City awards Add Alternate Bid #1, all orders

placed on or after December 1, 2023, and on or prior to April 30, 2024, order delivery performance shall be subject to application of Liquidated Damages as stated herein.

- **DELIVERY SCHEDULE:** Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and working day hours (7:30 a.m. - 2:30 p.m. CT) excluding holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.
- **DELIVERY LOCATION:** 401 S East Street, Bloomington IL, 61701, Salt Dome.
- **DELIVERY REQUIREMENTS:** All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point.
- **DELIVERY METHOD:** All deliveries will be on the basis of the "End-Dumping" method. Vendor shall be governed by the specific delivery instructions.
- **WEIGHTS AND MEASURES:** All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois. The Vendor shall provide accurate weights of materials delivered. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, the gross weight, and the identification of the transporting vehicle.

The City of Bloomington reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The City of Bloomington reserves the right to take action to remedy vendor failure to provide accurate weights and measures.

- **FOREIGN MATERIALS:** Truckloads, new or pre-loaded, of bulk rock salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event the City of Bloomington discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter will be reloaded onto the cartage hauler's truck by the City of Bloomington and returned for credit and the vendor shall immediately ship a conforming load of replacement bulk rock salt, or at the City of Bloomington option to issue a refund consistent with the dollar amount of original order.
- **DEDUCTIONS & DAMAGES:** The City of Bloomington reserves the right to assess, and apply if applicable, invoice deductions and damages or take appropriate action as follows:
 - The City of Bloomington reserves the right to make deductions for moisture by total weight as reductions to the ton price of the bulk rock salt. Deductions shall be made on the basis of moisture content percentage, as determined by the following ranges:

Moisture Content (percent)	Deduction in Price (per truckload)
• 0.00 to 2.00	No Deduction
• 2.01 to 2.50	10% Deduction
• 2.51 to 3.00	15% Deduction
• 3.01 to 3.50	20% Deduction
• 3.51 to 4.00	25% Deduction
• Greater than 4.01	Rejection of Load

- The City of Bloomington reserves the right to accept delivery of bulk rock salt which, according to analysis, has a Sodium Chloride (NACL) content of less than 95%, but not less than 90%. When such reservation is applied, final payment will be made on the following basis:
 - When the Sodium Chloride (NACL) content is less than the specification requirement but is not less than 94% the price to be paid shall be the contract price less \$5.00 per ton.
 - When the NACL content is less than 94% but not less than 90%, price paid shall be contract price less \$10.00 per ton.
 - When the NACL content is less than 90%, the load will be rejected.
- **DAMAGES:** The City of Bloomington reserves the right to take action against vendor delivery (in accordance with requirements stated herein) failure as follows:
 - Liquidated Damages: From December 1, 2022, through April 30, 2023, if the vendor is unable to make delivery within the authorized delivery time the City of Bloomington shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5% per working day on the undelivered portion of the order, but not to exceed 50% of the total order.

In the event that the city awards Add Alternate Bid #1, from December 1, 2023, through April 30, 2024, if the vendor is unable to make delivery within the authorized delivery time the City of Bloomington shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5% per working day on the undelivered portion of the order, but not to exceed 50% of the total order.
 - Delivery Failure Damages: If after seven (7) days assessment of Liquidated Damage claims, a vendor has still failed to deliver as required, the City of Bloomington reserves the right to immediately, and without notice to vendor, take action to remedy vendor failure. This may include the termination of the order and purchase of bulk rock salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original vendor, in addition to the applied Liquidated Damages.
- **CONTRACT TERM:**
 - Base Term
 - Base Bid Term is October 1, 2022 through April 30, 2023.
 - Optional Term
 - Add Alternate Bid #1 is for a second-year term of May 1, 2023 through April 30, 2024.
 - All bids will be considered whether an alternate extended term is offered or not.

EXHIBIT B
PAYMENT TERMS

\$87.34 / ton

EXHIBIT C
OTHER REQUIRED PROPOSAL/DOCUMENTS

Not Applicable

**FIRST AMENDMENT TO AGREEMENT
FOR BULK ROCK SALT
WITH CARGILL, INC.
REGARDING ROCK SALT STORAGE**

This First Amendment, made and entered into this ____ day of April, 2023, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter “CITY”), and CARGILL, INC., (hereinafter “CARGILL”), WITNESSETH that:

WHEREAS, on August 23, 2022, an Agreement for Bulk Rock Salt (“Agreement”) was made between the CITY and CARGILL for the purchase of Bulk Rock Salt; and

WHEREAS, due to an unusually mild winter season, the City was only able to purchase and utilize 2,400 tons of the 5,600 tons of rock salt it was contractually obligated to purchase; and

WHEREAS, CARGILL is willing to make certain accommodations to ensure the CITY meets all contractual obligations by allowing for cost-free storage of the unpurchased 3,300 tons of rock salt and the award of Alternate Bid #1, May 1, 2023 through April 30, 2024; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to add the Alternate Bid, extending the contract an additional year with modified terms and pricing; and

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

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

2. Amendments. The Agreement shall be amended as set forth in this Section.

A. Section 27. **Term.** shall be amended by changing the date “04/30/2023” to “04/30/2024”

B. Exhibit A – Description of Services/Work Provided shall be amended as follows:

After the section titled “**DAMAGES**” insert:

“**STORAGE:** For the Season 2022-2023, 5,600 tons were to be ordered, of which only 2,400 tons were ordered and delivered, leaving an unpurchased balance of 3,300 tons. CARGILL will store all 3,300 tons until 12/31/2023 at no cost. On 01/01/2024 and each month forward, CITY will receive a monthly invoice for storage fees of \$20.00 per ton not yet purchased. The obligation to purchase the remaining tonnage will remain intact, until the minimum 5,600 tons has been ordered.

C. Exhibit B – Payment Terms shall be amended as follows:

“May 1, 2023 – April 30, 2024 pricing provided is for 3,700 tons at \$89.09/ton. Customer is obligated to purchase 80%, or 2,960 by 04/30/2024, and will not be permitted to exceed 120% or 4,440 tons at the given pricing. Beginning 05/01/2024 and each month forward, CITY will receive a monthly invoice for storage fees of \$20.00 per ton not yet purchased, and the obligation to purchase the remaining tonnage will remain intact, until the minimum 80% is ordered.

3. In all other respects the Agreement for Bulk Rock Salt shall remain unchanged and in full force and effect.

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

CITY OF BLOOMINGTON

CARGILL, INC.

By: _____
Its City Manager

By: Shelly Brown
Its Representative

ATTEST:

ATTEST:

By: _____
Its City Clerk

By: Tatyana Huhn
Its Secretary



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: April 10, 2023

WARD IMPACTED: City-Wide Impact, City-Wide Impact, and City-Wide Impact

SUBJECT: Consideration and Action to Approve a Fourth Amendment to the Contract with Henson Disposal, Inc., for Bulk Waste Disposal for FY 2024, from May 1, 2023, to April 30, 2024, as a Limited Source, in the Amount of \$57.40 per Ton, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Contract Amendment be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: The original agreement was approved by Council on May 1, 2017, with amendments in 2020, 2021, and 2022. If the fourth amendment is approved, the City will amend the agreement with Henson Disposal, Inc., and pay them \$57.40 per ton for bulk waste disposal from May 1, 2023, to April 30, 2024. The price per ton is a 2.5% increase from the Fiscal Year ("FY") 2023 contract price.

City staff recommends going through an Illinois Environmental Protection Agency ("IEPA") licensed Construction & Demolition debris recycling facility as the best way to recycle the volume of bulk waste the Solid Waste Program customers generate. Henson Disposal is the only facility of this kind outside of the Chicago Metropolitan area. It is conveniently located near the corporate limits of the City, which is critical to keeping transportation costs low.

Henson Disposal accepts all bulk waste debris, including asphalt and wood shingles, wood, drywall and plaster, certain metals, cardboard and paper products, bricks, concrete, rock asphalt, glass, vinyl siding, etc. Many of these materials are regularly collected by the City at the curb and Citizen Convenience Center. Per the contract, Henson Disposal guarantees that over 75% of what is delivered will be recycled. The remaining unrecyclable waste will then be taken to the landfill for disposal. The total amount of waste the City takes to the landfill has decreased as a result of this recycling agreement. All insurance documents have been received.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is an FY 2024 budgeted Item. If the contract extension is approved, the City would pay Henson Disposal, Inc., \$57.40 per ton during FY 2024 for the processing of recyclable bulk waste. The FY 2024 Proposed Budget includes \$375,000 in the Solid Waste

Bulk Disposal account (54404400-70652). Stakeholders can locate this in the FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 116.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Shannon Prewitt, Superintendent of Solid Waste

ATTACHMENTS:

[PW 2B Contract Fourth Amendment](#)

[PW 2C Limited Source Justification](#)

[PW 2D Fee Letter](#)

[PW 2E Original Contract](#)

**FOURTH AMENDMENT TO CONTRACT
FOR BULK WASTE DISPOSAL BETWEEN THE CITY OF BLOOMINGTON AND
HENSON DISPOSAL INC.**

This Fourth Amendment, made and entered into this 2nd day of March 2023, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and HENSON DISPOSAL INC., (hereinafter "HENSON"), WITNESSETH that:

WHEREAS, on May 1, 2017, a Contract for Bulk Waste ("Contract") was made between the CITY and HENSON for disposal of bulk waste; and

WHEREAS, a First, Second, and Third Amendments were approved to continue the contract; and

WHEREAS, HENSON is the only IEPA-licensed Construction & Demolition debris recycling facility within the corporate limits of the City making it cost effective with a guarantee that at least 75% of all the materials will be recycled and not taken to a landfill which all are in the City's best interest; and

WHEREAS, the parties desire to amend the Contract, as set forth herein, to dispose of bulk waste from May 1, 2023 through April 30, 2024, at the agreed upon price of \$57.40 per ton of bulk waste; and

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

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this Fourth Amendment as if fully set forth herein.
2. Amendment to the Contract. Exhibit B of the Contract shall be amended as follows: \$57.40 per ton for the extension period of May 1, 2023 through April 30, 2024.
3. In all other respects the Agreement for the disposal of bulk waste shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Contract for Bulk Waste disposal in duplicate this day and year first above written.

CITY OF BLOOMINGTON

HENSON DISPOSAL INC.

By: _____
Its City Manager

By: _____
Its Representative

ATTEST:

ATTEST:

By: _____
Its City Clerk

By: _____
Its Secretary

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & # Henson Disposal #1243

Amount: \$375,000

Date: 2/24/23

Description of item/services:

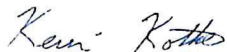
Bulk waste disposal

Justification:.

The City has an established relationship with Henson Disposal for bulk waste disposal. Henson is local, which saves significantly on transportation costs and allows the crews to be able to work more efficiently. Henson accepts a wide variety of material such as asphalt and wood shingles, wood, drywall and plaster, certain metals, cardboard and paper products, bricks, concrete, rock asphalt, glass, vinyl siding, etc. Many of such materials are items frequently collected at the curb by the City allowing the City to be more responsive to the citizens. According to the agreement, Henson guarantees that over 75% of what is delivered will be recycled, which promotes the City's goal of reducing landfill waste. The material taken from bulk pickup to the landfill has decreased as a result of this agreement. It is anticipated, based on historic data on bulky tons, that approximately 5,600 tons of bulky waste are collected in one year. City staff requests that the bulk waste contract be extended by one year to maintain the City's high level of service at a fair and reasonable cost while supporting the City's goal of reducing landfill waste.

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

Kevin Kothe



2/24/23

(Name and Signature of Department Director or Designee)

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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

Do not concur for the following reason(s):

Carla A Murillo

Digitally signed by Carla A Murillo
DN: C=US, OU=Legal Department, O=City of Bloomington,
CN=Carla A Murillo, E=cmurillo@cityblm.org
Reason: I am the author of this document
Location:
Date: 2023.03.02 08:04:56-06'00'
Foxit PDF Editor Version: 12.0.1

3/2/2023

Name and Signature of Purchasing Agent or Designee

Date

HENSON

DISPOSAL & RECYCLING

P.O. Box 1058

2703 McGraw Drive Suite 2

Bloomington, IL 61702

USA

Phone: 309-829-5021

Fax: 309-829-5741

Email: hensondisposal@yahoo.com

Website: <http://hensondisposal.com>



Henson Disposal Inc.

February 17, 2023

Kevin Kothe
Director of Public Works
City of Bloomington
115 E. Washington Street
Bloomington, IL 61702-3157

Dear Kevin Kothe,

For the past year, the City of Bloomington has by agreement taken its CND/Bulky Waste debris collected from citizens to the Henson Disposal recycle center. We would request that the agreement be renewed for one year at \$57.40 price per ton effective May 1, 2023.

We confirm that the Henson Disposal recycling center continues to operate a IEPA-licensed Construction and Demolition (CND) debris recycling facility. A copy of the appropriate certificate of insurance is attached. We are proud to help the City of Bloomington increase the recycle rate of material previously taken directly to the local landfill.

Sincerely,

A black rectangular box redacting the signature of Thomas Kirk.

Thomas Kirk
President

CITY OF BLOOMINGTON
CONTRACT WITH
Henson Disposal of Bloomington, IL

FOR
Recycling of Constructions and Demolition Waste

THIS AGREEMENT, dated this 1st day of May, 2017, is between the City of Bloomington (hereinafter "CITY") and Henson Disposal of Bloomington, IL (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR: ☐ a lump sum amount of \$ _____; or ☒ the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

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

Section 5. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of \$4,000,000 for each occurrence, \$4,000,000 in aggregate.

Section 7. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 8. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 9. Compliance with Laws. CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 10. Prevailing Wage. The following shall apply to this contract:

- ☒ This contract is not for a "public work" and therefore Prevailing Wage does not apply. *Initial:* _____ (City) _____ (CONTRACTOR)
- ☐ This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
Initial: _____ (City) _____ (CONTRACTOR)

Section 11. 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 agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 12. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. 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 its terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

Section 14. 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 15. 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 16. Term. The term of this Contract shall be:

☐ Until all of the services and/or deliverables required to be provided within this Contract are completed.

☒ From one (1) year from the date of execution.

☐ From two (2) years from the date of execution.

☒ Other: From May 1, 2017 to April 30, 2018

The Contract shall also be subject to the following renewal terms, if any: Two (2) additional years, upon mutual agreement of the parties on the price prior to 4/30 of each year.

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

Section 17. 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: [Signature]

Its City Manager

ATTEST:

By: [Signature]

City Clerk

Henson Disposal of Bloomington, IL

By: [Signature]

Its President

By: [Signature]

Its office manager

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Henson Disposal of Bloomington, Illinois will accept Construction and Demolition (C&D) waste collected by the City, at its Facility. The C&D waste may include items collected in the residential collection program, City-owned buildings, public spaces, and all other items of whatsoever kind or nature except hazardous waste as defined by Federal Law, special waste as defined by the State of Illinois, white goods, tires, lead/acid batteries, or any other materials which at this time or in the future may not be disposed pursuant to Federal or State statutes, rules or regulations (Prohibited Material).

EXHIBIT B
FEES / COMPENSATION

Charges as follow:

\$50.01 per ton for the first year (May 1, 2017 through April 30, 2018).

Price per ton for the second and third year will be established by mutual agreement from Henson Disposal and City Council. If both parties do not reach a mutual agreement in regard to the fees, the agreement will be terminated without further obligation of either party.



CONSENT AGENDA ITEM NO. 7.F.

ROU COLNCIW April 10, 2023

P AUD IMBACTED: City-Wide Impact

SLJFECT: Consideration and Action to Approve a Contract with Chemrite, Inc., for Sodium Hexametaphosphate (Bid #2023-20), in the Amount of \$5,720 per Ton Delivered, as requested by the Public Works Department.

UECOMMENDED MOTION: The proposed Contract be approved.

STUATEGIC BWAN WNK:

Goal 2. Upgrade City Infrastructure and Facilities

STUATEGIC BWAN SIGNIRICANCE:

Objective 2b. Quality water for the long term

JACKGUOLND: If approved, the City will enter into a contract with Chemrite, Inc., for sodium hexametaphosphate. The price per ton delivered is 31.98% higher than the current contract price. Sodium hexametaphosphate is a compound used to prevent scale from forming on the filter media in the water treatment plant. A small dose of sodium hexametaphosphate prevents the accumulation of precipitated calcium carbonate on both the granular activated carbon and sand filter media particles. Preventing this accumulation of calcium scale on the filter media prolongs the service life and efficiency of the filter media.

The project was advertised by the City to solicit competitive bids. Bids for this contract were received until 10:00 AM on Wednesday, March 15, 2023, electronically via the City's e-Procurement Portal, OpenGov. Four bids were opened on March 15th. The City's Local Preference Policy does not apply because there were no local bidders. A full bid tabulation is attached.

The Public Works Department solicited bids for the following periods: the initial term of May 1, 2023, through April 30, 2024, with alternate bids for May 1, 2024, through April 30, 2025 (add alternate 1), and May 1, 2025, through April 30, 2026 (add alternate 2).

Chemrite, Inc., submitted a bid for the initial term at \$5,720 per ton delivered with add alternate 1 at \$7,150 per ton and add alternate 2 at \$8,150. Shannon Chemical Corporation submitted a bid for the initial term at \$5,757.57 per ton delivered with add alternate 1 at \$5,919.29 per ton delivered with no add alternate 2. Carus, LLC, submitted a bid for the initial term at \$5,740 per ton delivered with no alternate bids. Brenntag Mid-South, Inc., submitted a bid for the initial term at \$6,200 per ton delivered with no alternate bids.

Staff recommend accepting the lowest bid for the initial term only. Staff feel this will allow the market some time to stabilize, which could reduce the per ton pricing. It will be bid and evaluated again for Fiscal Year ("FY") 2025.

COMMUNITY GOALS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on February 27, 2023.

FINANCIAL IMPACT: This is an FY 2024 budgeted item. If approved, approximately \$60,500 will be allocated to cover FY 2024 (May 1 2023, through April 30, 2024). Future fiscal years of the contract will be budgeted appropriately. This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 95.

AMERICAN UESCLE BONDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[PW 8B Agreement](#)

[PW 8C Bid Tab](#)

CITY OF BLOOMINGTON AGREEMENT WITH
Chemrite, Inc.

FOR
Sodium Hexametaphosphate in 50# bags delivered

THIS AGREEMENT, dated this ____ day of April, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and Chemrite, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Bid #2023-20 (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

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

☒

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

☐

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

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

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:



This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.



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

Section 18. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

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

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

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

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA

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

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Chemrite, Inc
5202 Belle Wood Court, STE 104
Buford, GA 30518
770-271-5576
sales@chemrite.com

Copy to:

orders@chemrite.com
aaron@chemrite.com

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. 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 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VEN

[Redacted Signature]

Its _____

[Redacted Signature]

Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Supply and deliver 50# bags of Sodium Hexametaphosphate to the City of Bloomington water treatment plant 25515 Waterside Way Hudson, IL. 61748

Product provided shall be based on Food Chemical Codex Specifications for Sodium Polyphosphate, glassy (plates), 50 pound (preferred) or less multiwall bags.

Approximate usage: 18,000 – 21,000 lbs. per year.

VENDOR shall supply the City of Bloomington with Sodium Hexametaphosphate as required and ordered by the City. VENDOR shall deliver by truck to the Water Treatment Plant at Lake Bloomington. Normally one shipment per year.

VENDOR shall provide manufacturer approved training on the hazards, handling and storage of the product.

VENDOR must provide a list the bag sizes available for order at the submitted bid price in the questionnaire portion of this bid.

Term is May 1, 2023 through April 30, 2024.

EXHIBIT B
COSTS/FEES

\$5,720.00 per ton delivered, a typical order is 21,000 lbs or 420-50# bags



City of Bloomington
Procurement

1115 East Washington Street, Suite 403, Bloomington, IL 61701

BID TABULATION

(Does not include any variances)

ITB No. Bid #2023-20 Water Chemicals

RESPONSE DEADLINE: March 15, 2023 at 10:00 am

BASE BID

Line Item	Description	Quantity	Unit of Measure	Alexander Chemical Corporation	Brenntag Mid-South, Inc.	Carus LLC	Chemrite, Inc.	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Pencoco, Inc	Shannon Chemical Corporation	Univar Solutions USA Inc
1	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$250.00	No Bid	No Bid	No Bid
2	Ferric Sulphate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	\$504.00	\$369.00	No Bid	No Bid	No Bid	No Bid
3	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	\$6,200.00	\$5,740.00	\$5,720.00	No Bid	No Bid	No Bid	No Bid	\$5,757.57	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Ton	1	TON	\$598.00	\$500.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$685.00	No Bid	\$540.00

ADD ALTERNATE BID #1

Line Item	Description	Quantity	Unit of Measure	Alexander Chemical Corporation	Brenntag Mid-South, Inc.	Carus LLC	Chemrite, Inc.	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Pencoco, Inc	Shannon Chemical Corporation	Univar Solutions USA Inc
1	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

EVALUATION TABULATION
ITB No. Bid #2023-20
Water Chemicals

Line Item	Description	Quantity	Unit of Measure	Alexander Chemical Corporation	Brenntag Mid-South, Inc.	Carus LLC	Chemrite, Inc.	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Percco, Inc	Shannon Chemical Corporation	Univar Solutions USA Inc
2	Ferric Sulphate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	\$387.00	No Bid	No Bid	No Bid	No Bid
3	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	\$7,150.00	No Bid	No Bid	No Bid	No Bid	\$5,919.29	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

ADD ALTERNATE BID #2

Line Item	Description	Quantity	Unit of Measure	Alexander Chemical Corporation	Brenntag Mid-South, Inc.	Carus LLC	Chemrite, Inc.	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Percco, Inc	Shannon Chemical Corporation	Univar Solutions USA Inc
1	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	Ferric Sulphate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	\$426.00	No Bid	No Bid	No Bid	No Bid
3	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	\$8,150.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid



CONSENT AGENDA ITEM NO. 7.F.

ROU COLNCIW April 10, 2023

P AUD IMBACTED: City-Wide Impact

SLJKECT: Consideration and Action to Approve a Contract with Univar Solutions USA, Inc., for Hydrofluosilicic Acid (Bid #2023-20), in the Amount of \$540 per Ton on a 40,000-Pound Shipment, as requested by the Public Works Department.

UECOMMENDED MOTION: The proposed Contract be approved.

STUATEGIC BWAN WNF:

Goal 2. Upgrade City Infrastructure and Facilities

STUATEGIC BWAN SIGNIRICANCE:

Objective 2b. Quality water for the long term

JACFGUOLND: If approved, the City will enter into a contract with Univar Solutions USA, Inc., for hydrofluosilicic acid. The price per ton is 38.46% higher than the current contract price. Staff estimate the cost of hydrofluosilicic acid to be \$33,000 for the initial term. Hydrofluosilicic acid is a compound added to the water to provide the necessary concentration of fluoride to prevent dental cavities. The City is required to maintain a concentration of 0.7 mg/L to achieve the public health goal.

The project was advertised by the City to solicit competitive bids. Bids for this contract were received until 10:00 AM on Wednesday, March 15, 2023, electronically via the City's e-Procurement Portal, OpenGov. Four bids were opened on March 15th, but only three were responsive. The City's Local Preference Policy does not apply because there were no local bidders. A full bid tabulation is attached.

The Public Works Department solicited bids for the following periods: the initial term of May 1, 2023, through April 30, 2024, with alternate bids for May 1, 2024, through April 30, 2025 (add alternate 1), and May 1, 2025, through April 30, 2026 (add alternate 2).

Univar Solutions USA, Inc., submitted a bid for the initial term at \$540 per ton with no alternate bids, Alexander Chemical Corporation provided a bid for the initial term only at \$598 per ton with no alternate bids, and Penco, Inc., provided a bid for the initial term at \$685 per ton with no alternate bids.

COMML NITY GUOL BS/INTEUESTED BEUSONS CONTACTED:

The Invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on February 27, 2023.

RINANCIAWIMBACT: This is an FY 2024 budgeted item. If approved, approximately \$33,000 will be allocated to cover FY 2024 (May 1 2023, through April 30, 2024). This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement"

on page 95.

AMERICAN UESCLE BWAN RLNDING IMBACT: N/A

COMMLNITY DEVEWOBMENT IMBACT: This request meets the following goals and objectives of the Jloomington Comprehensive Blan 2035: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[PW 6B Agreement](#)

[PW 6C Bid Tab](#)

CITY OF BLOOMINGTON AGREEMENT WITH
Univar Solutions USA Inc.

FOR
Hydrofluosilicic Acid in bulk supplied and delivered

THIS AGREEMENT, dated this ____ day of April, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and Univar Solutions USA Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Bid #2023-20 Water Chemicals (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

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

☒

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

☐

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

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

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:



This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.



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

Section 18. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

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

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

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

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA

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

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Univar Solutions USA Inc.
Shelley Riggle
124 Chapel Hill Drive
Fairfield, OH 45014
shelley.riggle@univarsolutions.com

Copy to:

Same as above

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. 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 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: _____
Its Municipal Specialist

By: _____
Its Witness

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Provide and deliver bulk Hydrofluosilicic Acid in loads of 40,000 lbs or less to the City of Bloomington water treatment plant at 25515 Waterside Way Hudson IL. 61748

Product shall meet AWWA Standard Specifications for Fluoride. All product to be >23% acid content. Each order must be delivered with an affidavit of analysis for acid content.

Approximate usage - 125,000 to 200,000 lbs.

VENDOR shall supply the City with Fluoride as required and ordered by the City. VENDOR shall deliver the Fluoride to the Water Treatment Plant at Lake Bloomington and unload into two 2,000 gallon receiving tanks with a maximum load amount of 40,000 lbs.

VENDOR shall provide manufacturer approved training on the hazards, handling and storage of the product.

TERM: May 1, 2023 through April 30, 2024.

EXHIBIT B
COSTS/FEES

\$540.00 per ton delivered of bulk Hydrofluosilicic Acid



City of Bloomington
Procurement

1115 East Washington Street, Suite 403, Bloomington, IL 61701

BID TABULATION

(Does not include any variances)

ITB No. Bid #2023-20 Water Chemicals

RESPONSE DEADLINE: March 15, 2023 at 10:00 am

BASE BID

Line Item	Description	Quantity	Unit of Measure	Alexander Chemical Corporation	Brenntag Mid-South, Inc.	Carus LLC	Chemrite, Inc.	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Pencoco, Inc	Shannon Chemical Corporation	Univar Solutions USA Inc
1	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$250.00	No Bid	No Bid	No Bid
2	Ferric Sulphate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	\$504.00	\$369.00	No Bid	No Bid	No Bid	No Bid
3	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	\$6,200.00	\$5,740.00	\$5,720.00	No Bid	No Bid	No Bid	No Bid	\$5,757.57	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Ton	1	TON	\$598.00	\$500.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$685.00	No Bid	\$540.00

ADD ALTERNATE BID #1

Line Item	Description	Quantity	Unit of Measure	Alexander Chemical Corporation	Brenntag Mid-South, Inc.	Carus LLC	Chemrite, Inc.	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Pencoco, Inc	Shannon Chemical Corporation	Univar Solutions USA Inc
1	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

EVALUATION TABULATION
ITB No. Bid #2023-20
Water Chemicals

Line Item	Description	Quantity	Unit of Measure	Alexander Chemical Corporation	Brenntag Mid-South, Inc.	Carus LLC	Chemrite, Inc.	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Percco, Inc	Shannon Chemical Corporation	Univar Solutions USA Inc
2	Ferric Sulphate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	\$387.00	No Bid	No Bid	No Bid	No Bid
3	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	\$7,150.00	No Bid	No Bid	No Bid	No Bid	\$5,919.29	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

ADD ALTERNATE BID #2

Line Item	Description	Quantity	Unit of Measure	Alexander Chemical Corporation	Brenntag Mid-South, Inc.	Carus LLC	Chemrite, Inc.	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Percco, Inc	Shannon Chemical Corporation	Univar Solutions USA Inc
1	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	Ferric Sulphate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	\$426.00	No Bid	No Bid	No Bid	No Bid
3	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	\$8,150.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid



CONSENT AGENDA ITEM NO. 7.F.

ROUTING: April 10, 2023

WARRANTY IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Contract with Brenntag Mid-South, Inc., as a Limited Source, for Robin 120 Cationic Polymer, in the Amount of \$1.105 per Pound, and for Robin 30A Anionic Polymer, in the Amount of \$1.64 per Pound, for a Total Cost of \$91,400, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the City will enter into a contract with Brenntag Mid-South, Inc., for Robin 120 and Robin 30A. The price per pound for Robin 120 is a 1.34% decrease from the current contract, and the price per pound for Robin 30A is a 1.80% decrease from the current contract.

The City uses two different types of polymers for two different purposes. Both types are extremely critical in removing particles from the reservoir water that is being used. The broad difference between the two polymers is that one polymer has a net positive charge (cationic) and the other has a net negative charge (anionic). The cationic polymer (Robin 120) is used to neutralize the net negative surface charges of the particles in the reservoir water, which then collide and stick together in the large groups of particles (algae, bacteria, silt, possible disease-causing organisms, etc.), which settle out as heavier than water particles and are removed during treatment. The anionic polymer (Robin 30A) improves the settling characteristics of the heavier than water particles and the minerals (hardness) that are removed during the softening process. Both types of polymers are extremely important in assuring that small particles, which have potential health significance, are removed during treatment.

Brenntag Mid-South, Inc., was chosen as a limited source supplier. Each year, staff request competitive bids for most of the annual water treatment chemical needs. However, these bids have historically not included polymers for the water clarification process. Through years of exhaustive bench testing and actual use at the water treatment plant, staff determined which polymers work with the specific water quality desired by our water treatment plant.

The current contract with Brenntag Mid-South, Inc., expires on April 30, 2023. Staff are requesting that the proposed contract begin May 1, 2023, and extend through April 30, 2024. The quoted price for both polymers includes delivery fees.

COMMUNITY GOALS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is an Fiscal year ("FY") 2024 budgeted item. If approved, \$91,400 will be allocated to cover the fiscal year FY 2024 (May 1 2023, through April 30, 2024). This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 95.

AMERICAN UESCLE PFAN RLNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[PW 9B Contract](#)

[PW 9C Limited Source Justification](#)

**CITY OF BLOOMINGTON AGREEMENT WITH
BRENNTAG MID-SOUTH, INC.
FOR
ROBIN 120 CATIONIC POLYMER & ROBIN 30A ANIONIC POLYMER**

THIS AGREEMENT, dated this ____ day of February, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and Brenntag Mid-South, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

Section 3. Additional Terms & Conditions. The additional terms and conditions set forth on Exhibit A, Brenntag Quote, shall be incorporated into and made part of this Contract. However, the terms of this Contract shall control to the extent there is any conflict between the terms and conditions set forth on this Contract and those set forth on Exhibit A.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in Exhibit A, Brenntag Quote.

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

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

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

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

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

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

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

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

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

Section 11. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 12. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

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

Section 14. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 15. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 16. Compliance with Prevailing Wage. The following shall apply to this Agreement:

This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

Section 17. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

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

Section 18. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

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

If to VENDOR:

Copy to:

If to CITY:

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

Copy to:

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

Section 20. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 21. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 22. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 23. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 24. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 25. 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 26. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 shall survive termination.

Section 27. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

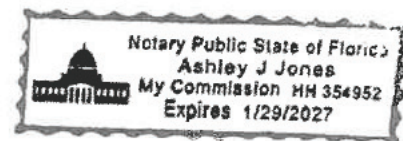
ATTEST:

By: _____
Its City Clerk

VENDOR

By: _____
Its Director of Municipal Development

By: Ashley Jones
Its Municipal Aid Coordinator



THIS QUOTATION IS SUBJECT TO THE SPECIAL CONDITIONS ON THE LAST PAGE OF THIS DOCUMENT

City of Bloomington
Bloomington, IL
Attn: Kevin Whitehouse
email: kwhitehouse@cityblm.org

February 14, 2023

QUOTATION

FOB: Delivered

Terms: Net 30 Days

<u>Quantity</u>	<u>Container</u>	<u>Description</u>	<u>Price</u>	<u>U/M</u>	<u>Deposit</u>
	Drum	ROBIN 120 – BMS ID 390435 – 2–3-week lead time	\$1.105 #	475#	
	Tote	ROBIN 30 A – BMS ID 952614 – 2–3-week lead time	\$1.64#	2300#	
		Time Period of 5/1/2023 to 4/30/2024			

Best Regards,

Brenntag Mid-South

Heidi Bredernitz
Account Manager

cc:

NOTE: The prices indicated on this quotation are for acceptance within thirty (30) days from the date of this quotation, and unless otherwise specified, are subject to change without notice. We reserve the right to increase unit price if quantity is reduced.

Orders placed with us against this quotation will be subject to the following terms and conditions:

1. ~~Any tax or governmental charge increasing the cost to the Seller of producing, selling, or delivering the article herein specified, or of procuring materials used therein, may, at the Seller's option, be added to the price herein specified.~~
2. Seller's liability as to delivery ceases upon making delivery of material to carrier at shipping point in good condition; the carrier acting as Buyer's agent.
3. The Seller makes no warranty of any kind, express or implied, except that the goods sold shall be of merchantable quality; and the Buyer assumes all risk and liability for results obtained by the use of the materials purchased, whether used singly or in the combination with other products.
4. No claim of any kind, whether as to goods delivered or for non-delivery of goods, shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed; and failure to give notice of claim within 10 days from date of delivery, or the date fixed for delivery, respectively, shall constitute a waiver by the Buyer of all claims in respect of such goods.
5. In the event of fire, flood, drought, earthquake, windstorm, accident, explosion, civil commotion, labor trouble, embargo, car shortage, reduced supply of raw materials, inability of Seller to obtain from its regular source of supply any commodity ordered against this quotation which does not manufacture, or any other circumstances beyond the control of the parties, which interferes with the production, transportation, or consumption of the commodities ordered against this quotation, quantities so affected may be cancelled without liability.

6. The Seller shall not be liable for any loss or delay in furnishing the goods ordered against this quotation occasioned through acts of governmental authorities suspending contracts, commandeering, or requisitioning businesses, industries, plants, materials, or machinery, creating embargoes, causing cessation or interruption of transportation, causing delay by reason of conscription of men, or in any other way interfering with the Seller's production. If by reason of any of the above causes the production of the Seller shall be partially or wholly curtailed, deliveries may be either proportionately or wholly suspended, as the case may be, and resumed after the removal of the cause and continued until the entire quantity purchased has been delivered; provided that, if such delay in delivery of any portion shall be for more than thirty days, the undelivered portion may be cancelled by either the Buyer or the Seller upon five days' written notice to the other.
7. ~~Freight charges, unless otherwise specified, will be subject to change at time of shipment.~~
8. ~~Any surcharges inherent to delivery of product to the Buyer, unless otherwise specified, will be for the account of the Buyer (charges for hoses, pumps, demurrage, pallets, container deposits, etc.)~~

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & # Brenntag Mid-South, Inc.
#1502

Amount: \$91,400

Date: 03/17/2023

Description of item/services: Contract for the purchase of polymers for the period of 05/01/2023 through 04/30/2024

Justification:

Each year, staff requests competitive bids for most of the annual water treatment chemicals needs. However, these bids have historically not included polymers for the water clarification process. Through years of exhaustive bench testing and actual use at the Water Treatment Plant, staff determined which polymers work with the specific water quality desired by our Water Treatment Plant.

The current contract with Brenntag Mid-South, Inc. expires April 30, 2023. Staff is requesting that the proposed contract begin May 1, 2023 and extend through April 30, 2024. The quoted price for both polymers include delivery fees.

Container	Description	Current Price	Proposed Price	Percent Change
475# Drum	ROBIN 120 – Cationic Polymer	\$1.12 per pound	\$1.105 per pound	-1.34%
2300# Tote	Robin 30 A – Anionic Polymer	\$1.67 per pound	\$1.64 per pound	-1.80%

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

Kevin Kothe



3/22/2023

(Name and Signature of Department Director or Designee)

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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

Do not concur for the following reason(s):

Carla A Murillo

Digitally signed by Carla A Murillo
DN: C=US, OU=Legal Department, O=City of Bloomington,
CN=Carla A Murillo, E=cmurillo@cityblm.org
Reason: I am the author of this document
Location:
Date: 2023.03.31 13:39:10-05'00'
Foxit PDF Editor Version: 12.1.1

3/31/2023

Name and Signature of Purchasing Agent or Designee

Date



CONSENT AGENDA ITEM NO. 7.M.

FOR COUNCIL: April 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Contract with Kemira Water Solutions, Inc., for Ferric Sulfate (Bid #2023-20), in the Amount of \$369 per Ton Delivered, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the City will enter into a contract with Kemira Water Solutions, Inc., for ferric sulfate. The price per ton is a 26.37% increase from the current contract price. Ferric sulfate is a compound used to increase the removal of suspended materials, such as small soil particles, that are suspended in the water. Small, suspended particles clump together to settle quicker in the water treatment plant.

The project was advertised by the City to solicit competitive bids. Bids for this contract were received until 10:00 AM on Wednesday, March 15, 2023, electronically via the City's e-Procurement Portal, OpenGov. Two bids were opened on March 15th. The City's Local Preference Policy does not apply because there were no local bidders. A full bid tabulation is attached.

The Public Works Department solicited bids for the following periods: the initial term of May 1, 2023, through April 30, 2024, with alternate bids for May 1, 2024, through April 30, 2025 (add alternate 1), and May 1, 2025, through April 30, 2026 (add alternate 2).

Kemira Water Solutions, Inc., submitted a bid for the initial term at \$369 per ton with add alternate 1 at \$387 per ton and add alternate 2 at \$426 per ton. Chemtrade Chemicals US, LLC, submitted a bid for the initial term at \$504 per ton with no alternate bids.

Staff recommend accepting the lowest bid for the initial term only. Staff feel this will allow the market some time to stabilize, which could reduce the per ton pricing. It will be bid and evaluated again for Fiscal Year ("FY") 2025.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on February 27, 2023.

FINANCIAL IMPACT: This is an FY 2024 budgeted item. If approved, approximately \$33,000 will be allocated to cover the fiscal year FY 2024 (May 1 2023, through April 30, 2024). This

will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 95.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[PW 10B Contract](#)

[PW 10C Bid Tab](#)

CITY OF BLOOMINGTON AGREEMENT WITH
Kemira Water Solutions
FOR
Ferric Sulfate Bulk Liquid delivered

THIS AGREEMENT, dated this ____ day of _____, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and Kemira Water Solutions (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Bid # 2023-20 (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

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

☒

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

☐

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

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

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:



This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.



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

Section 18. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

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

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

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

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA

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

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Kemira Water Solutions
Attn: Tina Imbrogno
4321 W 6th Street
Lawrence, KS. 66049
kwsna.bids@kemira.com

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. 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 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: _____
Its Commercial Support Manager

By: _____
Its Commercial Support Specialist

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Supply and deliver Ferric Sulfate to the City of Bloomington Water Treatment Plant at 25515 Waterside Way, Hudson, IL 61748

EXHIBIT B
COSTS/FEES

\$369.00 per delivered ton of bulk liquid Ferric Sulfate



City of Bloomington
Procurement

1115 East Washington Street, Suite 403, Bloomington, IL 61701

BID TABULATION

(Does not include any variances)

ITB No. Bid #2023-20 Water Chemicals

RESPONSE DEADLINE: March 15, 2023 at 10:00 am

BASE BID

Line Item	Description	Quantity	Unit of Measure	Alexander Chemical Corporation	Brenntag Mid-South, Inc.	Carus LLC	Chemrite, Inc.	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Pencoco, Inc	Shannon Chemical Corporation	Univar Solutions USA Inc
1	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$250.00	No Bid	No Bid	No Bid
2	Ferric Sulphate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	\$504.00	\$369.00	No Bid	No Bid	No Bid	No Bid
3	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	\$6,200.00	\$5,740.00	\$5,720.00	No Bid	No Bid	No Bid	No Bid	\$5,757.57	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Ton	1	TON	\$598.00	\$500.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$685.00	No Bid	\$540.00

ADD ALTERNATE BID #1

Line Item	Description	Quantity	Unit of Measure	Alexander Chemical Corporation	Brenntag Mid-South, Inc.	Carus LLC	Chemrite, Inc.	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Pencoco, Inc	Shannon Chemical Corporation	Univar Solutions USA Inc
1	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

EVALUATION TABULATION
ITB No. Bid #2023-20
Water Chemicals

Line Item	Description	Quantity	Unit of Measure	Alexander Chemical Corporation	Brenntag Mid-South, Inc.	Carus LLC	Chemrite, Inc.	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Percco, Inc	Shannon Chemical Corporation	Univar Solutions USA Inc
2	Ferric Sulphate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	\$387.00	No Bid	No Bid	No Bid	No Bid
3	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	\$7,150.00	No Bid	No Bid	No Bid	No Bid	\$5,919.29	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

ADD ALTERNATE BID #2

Line Item	Description	Quantity	Unit of Measure	Alexander Chemical Corporation	Brenntag Mid-South, Inc.	Carus LLC	Chemrite, Inc.	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Percco, Inc	Shannon Chemical Corporation	Univar Solutions USA Inc
1	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	Ferric Sulphate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	\$426.00	No Bid	No Bid	No Bid	No Bid
3	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	\$8,150.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid



CONSENT AGENDA ITEM NO. 7.N.

FOR COUNCIL: April 10, 2023

WARD IMPACTED: Ward 5

SUBJECT: Consideration and Action to Approve 1) an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) and 2) a State Motor Fuel Tax Funding (MFT) Resolution, in the Amount of \$26,070, for Traffic Signal Upgrades, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement and MFT Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2a. Better quality roads and sidewalks

BACKGROUND: If approved, the City will enter into an Intergovernmental Agreement with the Illinois Department of Transportation ("IDOT") and submit a State Motor Fuel Tax ("MFT") Resolution for traffic signal upgrades at intersections on I-55 Business (Veterans Parkway) from Clearwater Avenue to Old Route 66.

IDOT has a \$6.4 million project to resurface approximately 2.2 miles of I-55 Business Route (Veterans Parkway) from Clearwater Avenue to Old Route 66. The project is out for bid and includes traffic signal equipment upgrades at each of the intersections within the project limits. Traffic signal heads for both vehicles and pedestrians that are near the end of their useful life will be removed and replaced, and pedestrian push buttons will be adjusted as needed to meet current ADA requirements.

The proposed MFT Resolution covers 125% of the estimated costs, which is \$26,070. IDOT estimates that this amount will be enough to cover bids that may be slightly over their construction estimate and to account for variations between the estimated contract quantity and the final, as-constructed quantity of the signal work.

IDOT will open bids on April 28, 2023, with the contract expected to be awarded one to two months later. Once the contract is awarded, the City will pay 80% of the amount obligated under the proposed agreement to IDOT. The project is anticipated to be completed during the 2023 construction season. Upon completion of the work, the City will pay IDOT the remaining balance due based on the final actual cost of construction.

Although each of the intersections included in this agreement are on a State route, the Illinois Administrative Code stipulates that the cost for traffic signal upgrades are shared between the State and the local agency the intersection is located within. From the

Administrative Code Title 92 (Transportation) Section 544.60: *“Intersection of a State Highway and Other Public Streets or Highways. The Department and the local agencies will share the responsibility for the installation and modernization. The cost to each agency will be in proportion to the number of intersection approaches that it maintains.”*

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is a FY 2024 item. If approved, \$26,070.00 will be allocated from the State Motor Fuel Tax (MFT)-Street Construction & Improvement account (20300300-72530).

Although not included in the FY 2024 Budget, Public Works recommends using a portion of MFT funds currently budgeted for other projects this upcoming fiscal year. Staff will monitor and adjust/request a budget amendment later in the fiscal year if needed once more cost information for other MFT-funded projects are known.

Stakeholders can locate this in FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 8.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal PS-4. Intergovernmental Cooperation, Objective PS-4.1. Enhance existing intergovernmental cooperation across all public services; and 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.

Respectfully submitted for consideration.

Prepared by: Phil Allyn, Traffic Engineer

ATTACHMENTS:

[PW 7B Agreement](#)

[PW 7C Resolution](#)

[PW 7D Map](#)



Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 5
13473 IL Highway 133 / P.O. Box 610 / Paris, Illinois 61944

January 9, 2023

PROGRAM DEVELOPMENT

FAP Route 704 (I-55BUSN/Veterans Parkway)
Section (2)RS-5
McLean County
Contract No. 70A58
Job No. C-95-009-14
Agreement No. JN-52023502

Craig Shonkwiler
City of Bloomington Municipal Engineer
115 East Washington Street
Room 301
Bloomington, IL 61702

Dear Mr. Shonkwiler:

Enclosed is a copy of the subject Agreement covering the proposed standard overlay of I-55BUSN/Veterans Parkway (FAP 704) from Clearwater Avenue to Old Route 66. This agreement will cover the traffic signal updates at Clearwater Avenue, General Electric Road/Vernon Avenue, Jumer Drive, and College Avenue. The upgrades will also include incidental sideroad resurfacing at some of the intersections of I-55BUSN (FAP 704) and your city streets. The upgrades will also include the reconstruction of ADA accessible curb ramps at some of the intersections of I-55BUSN (FAP 704) and your city streets. This project is scheduled for the April 2023 Letting and prompt attention and timely responses are critical to meet project deadlines.

Please review this Agreement and, if satisfactory, ensure the execution of the Agreement by the CITY. Return the necessary documents to this office for final execution by the State of Illinois.

The enclosed Final Plans and Special Provisions are for your inspection. If the Plans and Special Provisions meet with your approval, please sign the attached plan approval document and return it to this office for our files.

Should you have any questions, please contact Brian J. Hogan, Project Support Engineer, at (217) 466-7302 or Brian.Hogan@illinois.gov.

Sincerely,

Kensil A. Garnett, P.E.
Region Three Engineer

BJH/akw

Enclosures

FAP 704 (I-55BUSN/Veterans Parkway)
Section (2)RS-5
City of Bloomington
Job No. C-95-009-14
Agreement No. JN-52023502
Contract No. 70A58

AGREEMENT

This agreement entered into this _____ day of _____, A.D., 20____, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY of BLOOMINGTON, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately 11,573.11 feet of Veterans Parkway (FAP 704), State Section (2)RS-5 by patching, milling and resurfacing Veterans Parkway from Clearwater Avenue to Old Route 66, HMA shoulders, upgrading guardrail, incidental sideroad resurfacing, ADA curb ramp upgrades, improving traffic signals at various intersections, and performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all right-of-way, construction and engineering costs, including the cost of railroad adjustments as hereinafter stipulated. The STATE will negotiate and/or coordinate with the railroad for adjustment of the railroad facilities.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

Reimbursable Items	NHPP FEDERAL		ESTIMATED CITY OF BLOOMINGTON COST		ESTIMATED TOWN OF NORMAL COST		STATE MATCH		TOTAL COST
All Construction *	\$4,783,200	80%	\$0	0%	\$0	0%	\$1,195,800	20%	\$5,979,000
Traffic Signal Updates at Clearwater Avenue	\$68,800	80%	\$5,736	6.67%	\$0	0%	\$11,464	13.33%	\$86,000
Traffic Signal Updates at General Electric Road / Vernon Avenue	\$39,200	80%	\$4,900	10%	\$0	0%	\$4,900	10%	\$49,000
Traffic Signal Updates at Von Maur Drive / Jumer Drive and College Avenue	\$120,000	80%	\$7,500	5%	\$7,500	5%	\$15,000	10%	\$150,000
Traffic Signal Updates at Parkway Plaza, Fort Jesse Road, and Shepard Road	\$128,800	80%	\$0	0%	\$16,100	10%	\$16,100	10%	\$161,000
Sub Total	\$5,140,000		\$18,136		\$23,600		\$1,243,264		\$6,425,000
Engineering Cost (15% of total participation items)	N/A		\$2,720		\$3,540		N/A		\$6,260
Total Estimated Cost	\$5,140,000		\$20,856		\$27,140		\$1,243,264		\$6,431,260

*Excluding other items listed

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signal updates shall not exceed \$26,070 which represents 125% of their estimated construction and engineering cost.

- The CITY has passed a resolution appropriating sufficient funds to pay for its share of the cost of this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof.
- The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

6. The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit A" proves to be insufficient, to cover said cost.
7. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
8. The CITY agrees to cause its utilities installed on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
9. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on August 19th, 2021.
10. Upon final field inspection of the improvement and so long as FAP 704 (I-55 Busn / Veterans Parkway) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes lying on either side of the median and the left-turn and right-turn lanes, each being variable in length and variable in width, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
11. Part of this improvement consists of incidental resurfacing at the intersections of Veterans Parkway (FAP 704) and: Clearwater Avenue (FAU 6423), General Electric / Vernon Road (FAU 6354), Jumer Drive (MUN 7275), and College Avenue (FAU 6352). The improvement will also consist of the reconstruction of ADA accessible curb ramps at the intersections of Veterans Parkway (FAP 704) and: Clearwater Avenue (FAU 6423), General Electric / Vernon Road (FAU 6354), Jumer Drive (MUN 7275), and College Avenue (FAU 6352).
12. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including mainline medians, parking lanes and their adjacent curb and gutter, sidewalks, parkways, guardrails, crosswalk and other stopline markings, CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by: performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manholes and catch basins' frames, grates or lids. The STATE shall share cost of the maintenance, except as aforescribed, repair and/or reconstruction of the joint use sewer(s) to the same proportioning as the sewers initial construction costs.
13. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of FAP 704 (Veterans Parkway). Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY, unless there is an agreement specifying different responsibilities.

14. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
15. UNDER PENALTIES OF PERJURY, the CITY certifies that _____ is their correct **Federal Taxpayer Identification Number** and they are doing business as a (sole proprietor, partnership, corporation, governmental entity, etc).
16. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
17. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

FAP 704 (I-55BUSN/Veterans Parkway)
Section (2)RS-5
City of Bloomington
Job No. C-95-009-14
Agreement No. JN-52023502
Contract No. 70A58

CITY of BLOOMINGTON

Signature: _____

Printed: _____

Title: _____

Date: _____

Attest:

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____

Kensil A. Garnett, P.E.
Region Three Engineer

Date: _____

FAP 704 (I-55BUSN/Veterans Parkway)
 Section (2)RS-5
 City of Bloomington
 McLean County
 Job No. C-95-009-14
 Agreement No. JN-52023502
 Contract No. 70A58

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP 704 (I-55BUSN / Veterans Parkway), State Section (2)RS-5, the City of Bloomington hereby approves the plans and specifications for the proposed construction.

APPROVED March 24, 2023

By: 
 Signature

Craig Shonkwiler

Printed Name

Assistant Director of Public
 Works - City Engineer

Title

For the City of Bloomington



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

23-00366-00-RS

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Bloomington Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract.
Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
I-55 BUSN (Veterans Parkway)	2.192	FAP 704	Clearwater Avenue	Old Route 66

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

3P Resurfacing, ADA Improvements, and Traffic Signal Improvements.

Local Share of IDOT Contract 70A58, Section (2)RS-5, Project FFGA(192), C-95-009-14

2. That there is hereby appropriated the sum of twenty-six thousand, seventy and 00/100

Dollars (\$26,070.00) 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 Smith-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
Name of Local Public Agency

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 April 10, 2023.
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this April, 2023.
Day Month, Year

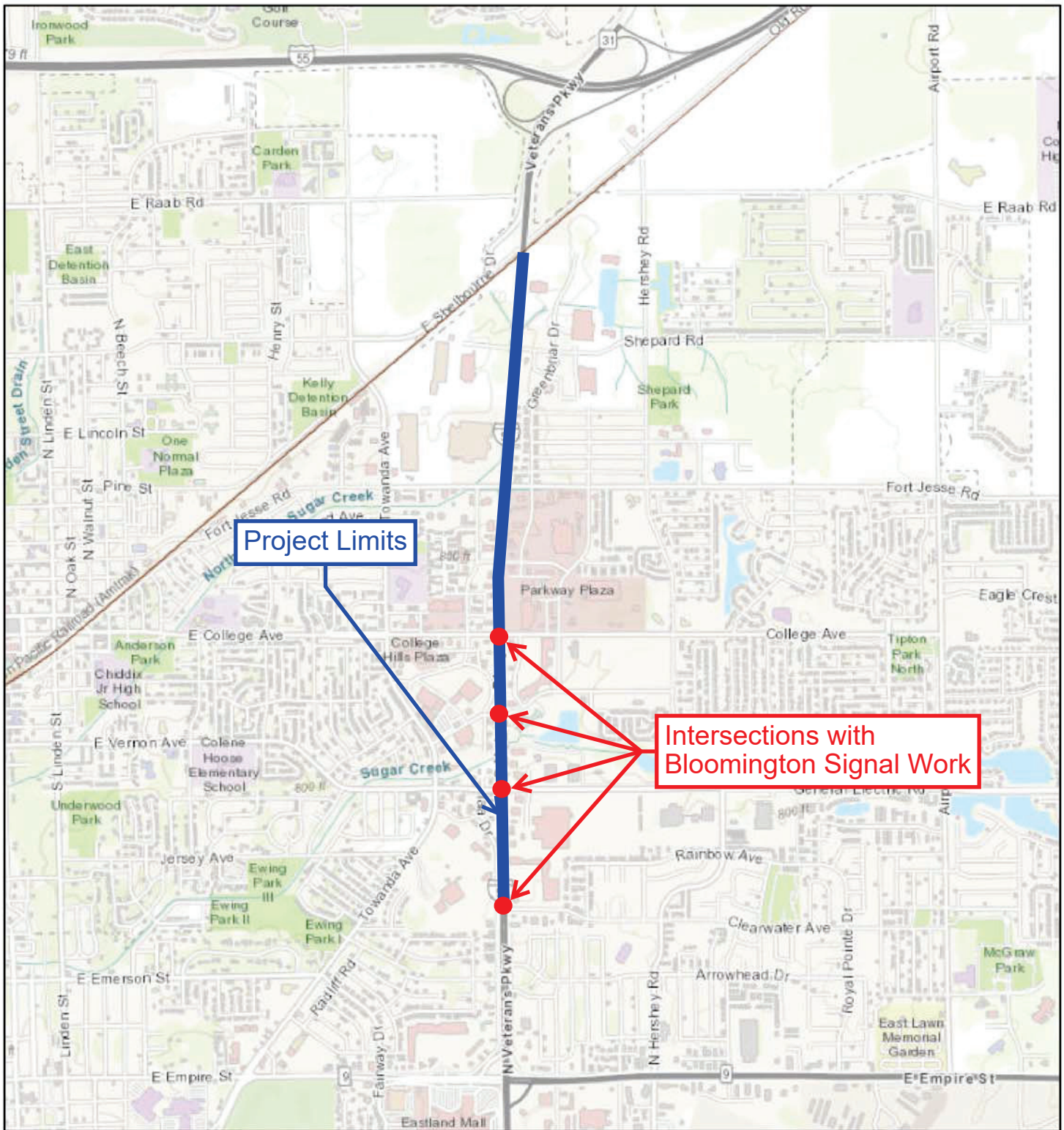
(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

I-55 Business (Veterans Parkway) from Clearwater Ave. to Old Route 66 Project Map





CONSENT AGENDA ITEM NO. 7.O.

FOR COUNCIL: April 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing the Filing of the 2023 Community Development Block Grant (CDBG) Annual Action Plan Program Application (May 1, 2023 - April 30, 2024), as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 4b. Upgraded quality of older housing stock

Objective 4c. Preservation of property/home valuations

Objective 4d. Improved neighborhood infrastructure

BACKGROUND: On May 1, 2023, the City of Bloomington will begin the 49th year of administering the Community Development Block Grant ("CDBG") program that is funded by the U.S. Department of Housing and Urban Development ("HUD"). Established through the Housing and Community Development Act of 1974, the CDBG program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low-to-moderate income persons. CDBG funding must meet one of three national objectives: benefiting low-to-moderate income persons, preventing or eliminating slums or blight, and meeting urgent community needs. For the City, the CDBG program is managed by the Economic and Community Development Department's Community Enhancement Division. Each year the City must develop an Annual Action Plan ("AAP") that outlines the various activities to be performed through the program year. Activities are based on the five-year Consolidated Plan that the City adopted in 2020. Program Year 2023, which runs from May 1, 2023- April 30, 2024, is the fourth year of the 2020-2024 Consolidated Plan.

Expected revenues for this program year come from four sources: the annual CDBG allocation from HUD, program income from housing rehabilitation loans, carry-over funds from previous program years, and remaining funds provided for activities related to the COVID-19 Pandemic. The AAP was published for public comment before the annual CDBG allocation was announced, so the AAP was edited once the public comment period closed to reflect the official allocation amount instead of the estimate staff used to originally prepare the AAP. The additional funds (\$20,391) were placed towards the Elimination of Slum and Blight Conditions goal. Revenue sources in the published AAP for Program Year 2023 are listed below.

- CDBG Entitlement Allocation: \$568,682

- Program Income: \$30,101
- Prior Year Resources: \$109,500
- Remaining CDBG-CV (COVID-19) Allocation: \$29,938.55
- Total Revenue: \$738,221.55

This AAP features community investments in housing rehabilitation, demolition of structures that cannot be rehabilitated, public services, public infrastructure, public facilities, and community planning activities. Spending per annual goal is summarized below.

- Preservation of Existing Affordable Housing Stock: \$296,392
- Elimination of Slum and Blight Conditions: \$120,391
- Support the Provision of Public Service Activities: \$83,000
- Provide Quality Services and Facilities: \$119,500
- Administer CDBG Effectively and Proficiently: \$89,000
- COVID-19 Prevention, Preparation, and Response: \$29,938.55
- Total Expenditures: \$738,221.55

The draft AAP was made available for public comment and review from February 27, 2023, to March 28, 2023. A public hearing was held on March 23, 2023, during the regularly scheduled City Council meeting. Once the AAP is submitted to HUD, HUD will begin their review process. Once the AAP is approved by HUD, the annual allocation will be provided soon after submission. The full AAP is available for review via the [E&CD 1B PY2023 CDBG AAP-Submission Ready](#) attachment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Throughout development of the 2020-2024 Consolidated Plan, City staff, in partnership with the Town of Normal and McLean County Regional Planning Commission ("MCRPC"), completed a robust outreach campaign. Data was collected using a variety of methods including a Citizen Survey, Stakeholder Survey, key informant interviews, focus groups, and public meetings. Once the outreach process concluded, MCRPC performed an in-depth analysis of the data collected from which the City created funding priority areas for the 2020-2024 Consolidated Plan.

The 2023 CDBG Annual Action Plan was developed based on the goals and funding priorities held within the 2020-2024 CDBG Consolidated Plan. A public notice was published in The Pantagraph on February 27, 2023, providing formal notice of the public hearing and availability of the plan for review starting on February 27, 2023. The notice was also published in the *PATH-O-GRAM* and the City's website and social media. Additionally, the notice was provided to community stakeholder groups. Written comments were accepted outside of the public hearing until March 28, 2023.

FINANCIAL IMPACT: Delay or lack of approval of the Program Year 2023 CDBG Annual Action Plan will result in the loss of \$568,682 in federal grant funding used for programs benefitting low-to-moderate income households within the City. The CDBG program is entirely grant funded. A Fiscal Year 2024 budget amendment will be submitted to Council for review after the Annual Action Plan has been approved by the U.S. Department of Housing and Urban Development. Stakeholders can locate the FY 2024 CDBG Proposed Budget in the FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 17 and 18.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal N-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration Area), Objective A (City should continue to use CDBG grants to support partner organizations such as the West Bloomington Revitalization Project to have a collective impact on revitalization); Goal H-1.2 (Ensure an adequate supply of affordable housing for low to moderate income households), Objective H-1.2b (Work with community partners like Habitat for Humanity, MCCA and Bloomington Housing Authority to have a collective impact on affordable housing issues); Goal H-1.3 (Create a life-long community by fostering housing stock that meets the needs of residents of all ages and abilities), Objective H-1.3e (Ensure neighborhoods are walkable and have access to alternative modes of transportation and other amenities to make them attractive to aging populations); Goal H-2.3 (Rehabilitate housing in the designated Regeneration Area), Objective H-2.3b (Develop and maintain programs that identify substandard housing and provide a wide spectrum of options to correct housing code violations), Objective H-2.3h (Carefully evaluate the rehabilitation potential of vacant/abandoned homes before demolition); Goal HL-1.2 (Protect, enhance and maintain parks and green space equitably throughout the City), Objective HL-1.2b (Update older equipment in various City parks as identified in the City's Parks Plan); Goal CWB-1 (End chronic homelessness and reduce the severity of situational homelessness), Objective A (The City of Bloomington should actively partner with groups such as McLean County Continuum of Care and Human Service Council to address factors contributing to homelessness); Goal TAQ-1.4 (Pedestrian safety for users of all transportation facilities), Objective TAQ-1.4b (Provide a sidewalk system that provides safe routes to schools), Objective TAQ-1.4c (Provide pedestrians with safe access throughout the transportation network, facilitating access to facilities such as transit, businesses, parks and neighborhood centers).

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:

[E&CD 1B Resolution](#)

[E&CD 1C Annual Action Plan](#)

RESOLUTION NO. 2023-_____

**A RESOLUTION AUTHORIZING THE FILING OF THE 2023 COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) ANNUAL ACTION PLAN PROGRAM APPLICATION (MAY 1, 2023-APRIL
30, 2024)**

WHEREAS, it is necessary and in the public interest that the City of Bloomington, otherwise known as the Local Public Agency, avail itself of the financial assistance provided by Title I of the Housing and Community Development Act of 1987, to continue a Community Development Program; and

WHEREAS, it is necessary for the Local Public Agency to certify that it will carry out the provisions of the Housing and Community Development Act of 1974, regulations.

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

Section 1. That an application on behalf of the City of Bloomington for a grant under said Title I in the full amount available for undertaking and financing the forty-ninth (49th) increment of such program is hereby approved.

Section 2. The City Manager and Mayor are hereby authorized and directed to execute and to file such application with the Department of Housing and Urban Development; to act as the certifying officer and assure the status of a responsible Federal Official under the National Environmental Protection Act of 1969; to act as the assuring officer for the City of Bloomington that the Local Point Agency shall comply with those items listed on HUD application forms.

Section 3. The Counsel for the Economic & Community Development Department is hereby authorized and directed to file legal certification.

Section 4. The Director of the Economic & Community Development Department is hereby authorized and directed to provide such additional information and to furnish such documents as may be required on behalf of the Department of Housing and Urban Development, and to act as the authorized correspondent of the City of Bloomington.

Section 5. The City Clerk is hereby authorized and directed to certify such documents as needed by the Department of Housing and Urban Development on behalf of the City of Bloomington.

Section 6. Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

Section 7. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 10th day of April 2023.

APPROVED this ____ day of April 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Executive Summary

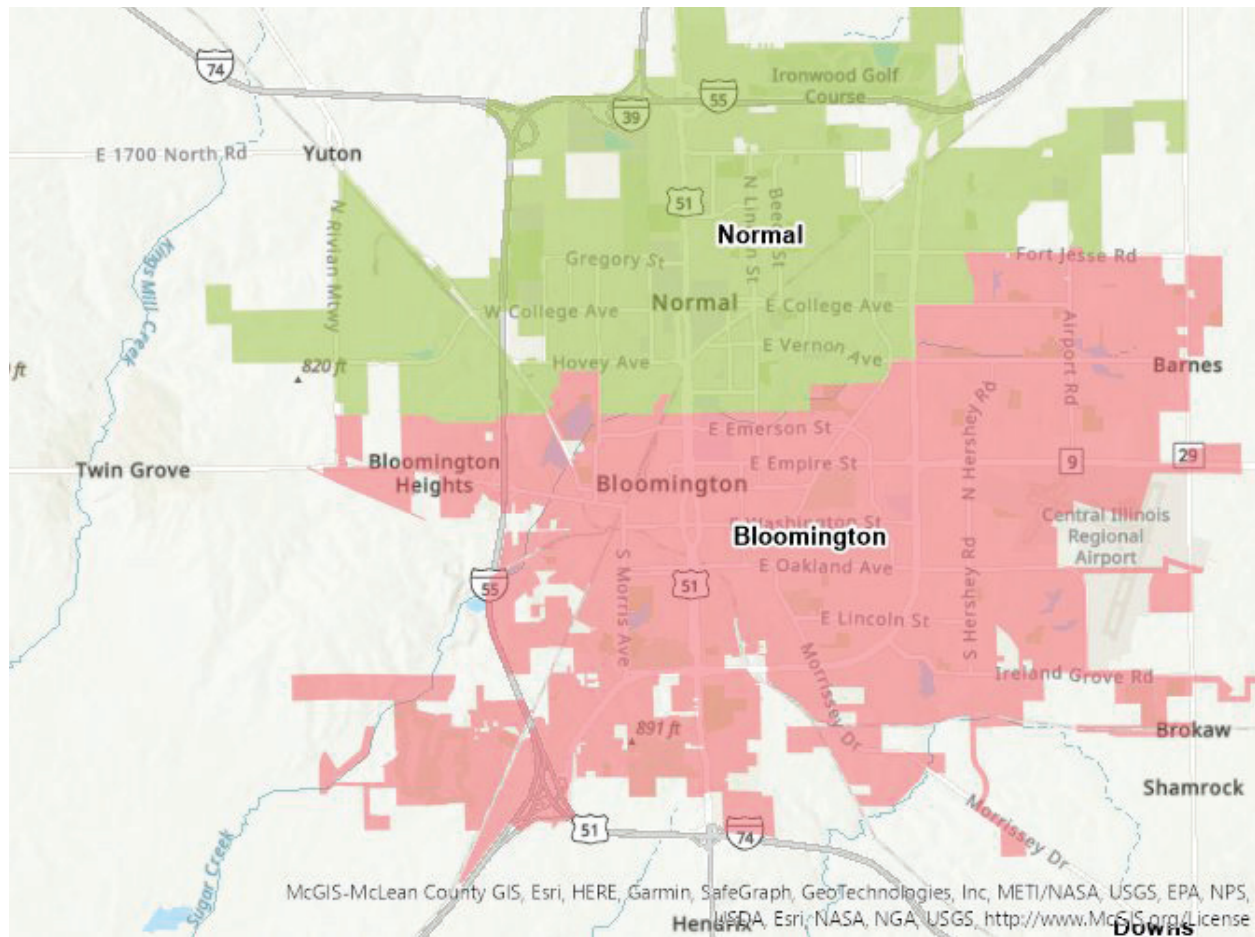
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

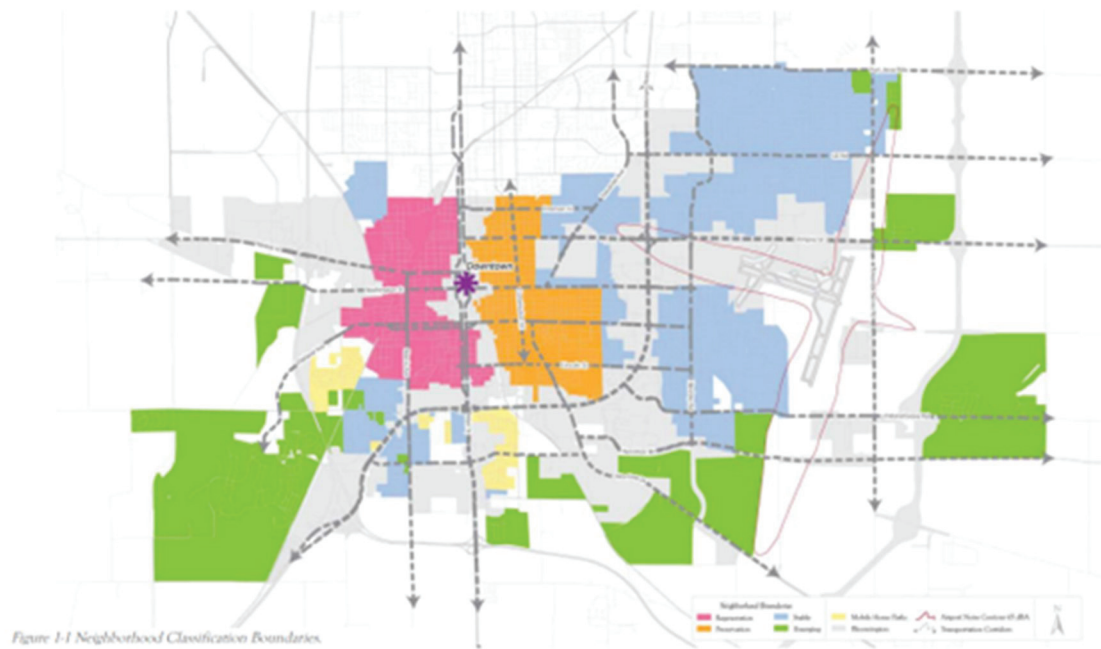
The City of Bloomington is the entity responsible for implementing the 2020-2024 Consolidated Plan, adopted by the Bloomington City Council on June 8, 2020. The Economic and Community Development department is responsible for managing the City's housing and community development efforts supported with Community Development Block Grant (CDBG) funds. Program Year 2022 will run from May 1, 2023-April 30, 2024, and be the 49th year the City has implemented the CDBG program.

Geographically, the City of Bloomington encompasses 27.22 square miles of land area within McLean County, the largest county in Illinois. Data from the 2020 Decennial Census places Bloomington's population at 78,680 or 46.02% of the total population of McLean County. According to the 2021 American Community Survey 1-Year Estimate information, Bloomington has a poverty rate of 13.6%, which is 1.5% higher than the state poverty rate. It is served by 3 interstates, 2 major freight railroads, Amtrak, and the Central Illinois Regional Airport. The majority of the County's social services are located in Bloomington, primarily in or near the downtown area. Bloomington is divided into three zip codes (61701, 61704, and 61705). The 2022 Community Health Needs Assessment (CHNA) has identified 61701 as the zip code in McLean County with the greatest socioeconomic needs. The CHNA scored zip codes in McLean County on a five point scale based on six factors: poverty, education, unemployment, occupation, income, and language. While zip code 61701 scored the highest, zip codes 61704 and 61705 were among the lowest in the county on this metric. Additional analysis within the CHNA showed that zip code 61701 showed high health equity needs with several housing problems cited (i.e., overcrowding, high housing costs, lack of appropriate facilities).

The City's Comprehensive Plan divides the City into four broad areas: Regeneration Area, Preservation Area, Stable Area, and Emerging Area. The programs outlined in this Annual Action Plan will occur primarily in the Regeneration and Preservation Areas, both of which are identified as priority target areas in the 2020-2024 Consolidated Plan. The Comprehensive Plan classifies the Regeneration Areas as an area in need of immediate resources. This area is home to the City's oldest housing stock and has a higher percentage of rental units than owner-occupied housing. Improving the infrastructure in this area is a priority for the City and our community. Although the Preservation Area is considered more slightly more stable than the Regeneration Area, additional resources are necessary to maintain its stability. Both areas are located within the 61701 zip code area.



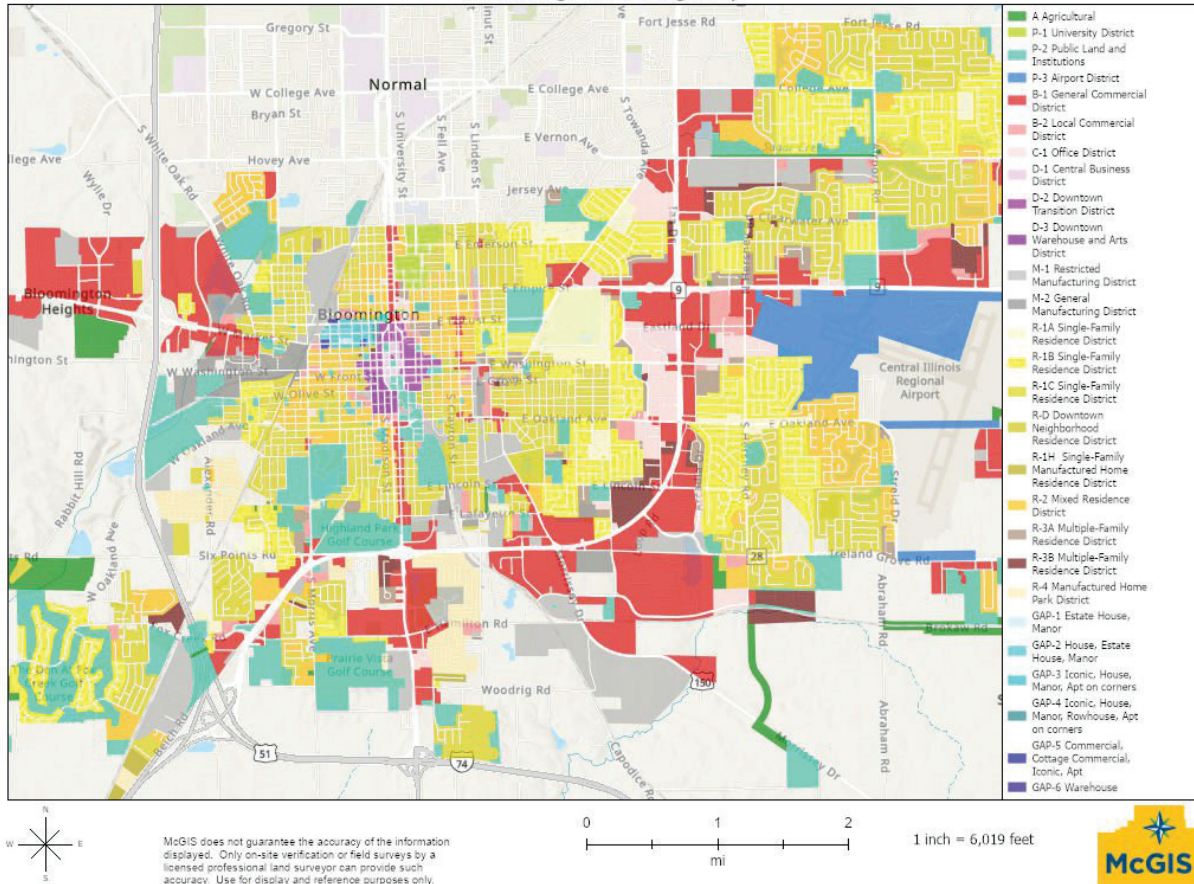
City of Bloomington Corporate Limits Map



City of Bloomington Comprehensive Plan Map

2/23/2023

Bloomington Zoning Map



Bloomington Zoning Map

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Please refer to Section AP-20 Annual Action Plan Goals and Objectives for an overview of the goals and objectives to be met during the 2023 Program Year.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City selects projects and activities based on needs identified in the current Consolidated Plan. The City, like other organizations across the nation, are continuing to deal with the externalities of the

COVID-19 Pandemic. Additional challenges have surfaced from the higher than nominal inflation rate. This challenge has impacted the CDBG program across all projects in some manner. The core programs of the CDBG program during the 2020-2024 Consolidated Plan include homeowner housing rehabilitation, demolition and clearance, public facilities and infrastructure improvements, and public services.

CDBG funds are made available to homeowners to perform critical home repairs and home modifications for accessibility improvements. In addition to CDBG, the City leveraged Illinois Housing Development Authority (IHDA) rehabilitation funds through the Single Family Rehabilitation (SFR) program. For Program Year 2023, the City will use newly awarded IHDA funds for their new housing rehabilitation program, the Home Repair and Accessibility Program (HRAP), that will replace the SFR program. These programs address the community's need to preserve the affordable housing stock. In total, the City supports approximately 15-20 housing rehabilitation projects a year.

Demolition and clearance of vacant/abandoned homes is another way the City addresses affordable housing. Once a buildable lot is cleared, the City attempts to donate the property to Habitat for Humanity for construction of new affordable housing. If the property has never been connected to City water and sewer services, those connections are made prior to donating the property. When a property is not deemed buildable due to size or location, the City maintains the property until it can be donated or sold.

In the past, public infrastructure improvements have included streets, sidewalks, sewers, and parks. During the outreach process for the 2020-2024 Consolidated Plan, the community strongly emphasized that sidewalks and parks should be the primary focus areas for CDBG. In recent years, CDBG funding has been utilized to build a new park in the Woodbury subdivision and make significant improvements to Evergreen Park. Sidewalk improvements have been made in the Dimmitt's Grove neighborhood and in West Bloomington along the W. Market corridor. Moving forward, the partnership with the City's Public Works Department will continue and public infrastructure projects that enhance multi-modal transportation options with sidewalk, park, and street improvements will be a focus.

The City of Bloomington is committed to affirmatively furthering fair housing. Through the CDBG funding provided to Prairie State Legal Services (PSLS) for their fair housing program, the City is activity funding efforts to eliminate and deter unfair housing practices. The program through PSLS provides critical legal services for community members that believe they have experienced housing discrimination. Additionally, PSLS staff provide fair housing education and outreach services on the matter. An analysis of fair housing impediments, which was conducted in 2020, was included in the 2020-2024 Consolidated Plan public outreach and planning process through the work of program partner Prairie State Legal Services. Additionally, fair housing information and research was included in the BN Home-Regional Housing Study published in October 2017. Fair housing information is also provided to CDBG housing rehabilitation participants.

CDBG regulations require public service activities be capped at 15% of the annual allocation. The City typically funds 5-6 public services project a year at the maximum allowed funding level. Long-standing public service partners include Providing Access To Help (PATH), Recycling Furniture for Families, OSF Peace Meals, and the West Bloomington Revitalization Project.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The public comment period for this Annual Action Plan will occur from 02/27/2023-03/28/2023. During the public comment period, the draft Annual Action Plan will be made available at the Bloomington Public Library, the City's HUB location (115 East Washington Street), the Economic and Community Development Department office (115 East Washington Street, Suite 201), and on the City's website. A public hearing will be held on 03/27/2023 during the regularly scheduled City Council meeting. Community members will have an opportunity to provide public comment during that hearing. Notice of the public hearing and public comment period was published in the Pantagraph new paper, which has a daily circulation, on 02/27/2023. Additionally, the public hearing and public comment period notice was announced in the PATH-O-GRAM subscription and sent to various community organizations to solicit public comment. The City also published the public comment period and public hearing notice on applicable City social media channels.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No public comments were received during the public comment period or during the public hearing.

6. Summary of comments or views not accepted and the reasons for not accepting them

No public comments were received during the public comment period or during the public hearing.

7. Summary

No public comments were received during the public comment period or during the public hearing. The public comment period lasted from February 27, 2023, through March 28, 2023. A public hearing was held during the public comment period on March 27, 2023, during the regularly scheduled City Council meeting. The meeting was open to the public and ADA accessible.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name		Department/Agency
CDBG Administrator	BLOOMINGTON	Economic and Community Development	Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Bloomington’s Economic and Community Development Department—Community Enhancement Division is the lead entity responsible for implementing the 2020-2024 Consolidated Plan. Staff from this division that work on CDBG activities include the Community Enhancement Division Manager, Grants Coordinator, Grant Specialist, and Rehabilitation Specialist.

In an effort to look at housing and community development issues on a more regional level, the City partnered with the Town of Normal (Town) and McLean County Regional Planning Commission (MCRPC) in the development of the 2020-2024 Consolidated Plan. MCRPC served as the lead agency for the consolidated plan process, providing a wealth of knowledge during the community engagement and data analysis processes. The projects and activities supported through this Annual Action Plan were selected based on the goals and priority areas established during the consolidated planning process.

Consolidated Plan Public Contact Information

Primary Contact

Michael Sinnet

Community Enhancement Division Manager

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Economic and Community Development Department

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Secondary Contact

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Community Enhancement Division Grants Coordinator

Economic and Community Development Department

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(309) 434-2343

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The Regional Housing Staff Advisory Committee served as the advisory body for the 2020-2024 Consolidated Plan. Members of this committee represent the City of Bloomington, Town of Normal, McLean County Regional Planning Commission, PATH (Continuum of Care), Bloomington Housing Authority, and the McLean County Behavioral Health Coordinating Council. This joint planning effort resulted in a robust outreach campaign that included citizens and stakeholders. Citizens were asked to participate by submitting a survey and attending a public meeting. Stakeholders were consulted via a written survey and several focus groups. Key informant interviews were also conducted. Consolidated Plan goals and priority needs were identified based on the results of the consultation efforts. The projects and activities identified in this 2023 Annual Action Plan were selected based on these goals and priority areas.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Staff from the Community Enhancement Division participate in a variety of committees related to housing and other social service issues. CDBG funding from the City of Bloomington and the Town of Normal support community planning activities with the McLean County Regional Planning Commission.

As part of its COVID-19 Pandemic response efforts, the City actively participates in the McLean County Housing Assistance Coalition. The coalition brings together housing and service providers, local government staff, and other organizations to coordinate rent/mortgage and utility assistance for those affected by the pandemic. To date, service providers of the coalition have provided millions in assistance since the start of the COVID-19 Pandemic.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

PATH also assists the City with consolidated planning efforts. As the HMIS lead, PATH is able to provide data regarding the nature and scope of homelessness in the geographic area. The City works with other homeless service providers who receive a variety of governmental grants and private funding. Specifically, the CDBG program provides funding to PATH and the Partners for Community Recycling Furniture for Families (RF4F) program to support services for individuals experiencing homelessness or at-risk of becoming homeless. The CoC outreach team regularly visits locations unfit for human habitation known to be frequented by persons experiencing homelessness. Through these efforts, the

team is able to better track homeless individuals, initiate relationships, assess needs, and help clients navigate local resources.

The first place most people go after leaving street living is emergency shelter. Shelters offer food, showers, clothing, and case management. The Salvation Army-Safe Harbor provides shelter for adult women and men. Home Sweet Home Ministries is the only family shelter in the county and will take individual men, women, and families with dependent children. The Crisis Nursery, a Children's Home and Aid program, provides emergency shelter to children from birth through six years of age. Project Oz specializes in assisting youth experiencing homelessness and provides immediate shelter to youth ages 10-22.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The Emergency Services Grant (ESG) office charges the CoC with setting priorities for funding and to provide planning guidance to the regional ESG applicants. The CoC consults with ESG recipients to ensure that all applications are in alignment with funding requirements. ESG recipients submit the application to the CoC for approval. The CoC evaluates the merit of each proposal based on a preference for rapid re-housing, past performance, and relevance to the overall goals of the CoC strategic plan. Under performing organizations do not receive recommendation from the CoC for funding.

Once funding is successfully achieved, the recipients' performance is supervised through the project monitoring process, which includes an evaluation of progress towards goals, programmatic compliance, and financial review. If a compliance issue is discovered during monitoring, the CoC Board will discuss the issue with the recipient. A plan for corrective action is put in place and reviewed frequently to ensure progress towards compliance.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	PATH (Personal Assistance Telephone)
	Agency/Group/Organization Type	Services-homeless Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
2	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	PATH provided extensive consultation on needs of the homeless population during the 2020-2024 Consolidated Plan. The City and PATH continue to share information and work together regarding the issues facing homeless community members. As the HMIS lead, PATH staff frequently review data to identify gaps in services. The City will continue to maintain a strong relationship with PATH to ensure the needs of homeless community members receive what assistance is currently possible and investigate strategies for obtaining additional resources to fully address homelessness.
	Agency/Group/Organization	BLOOMINGTON HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services - Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City and the Housing Authority of the City of Bloomington participate in the McLean County Regional Housing Advisory Committee and other regional housing efforts. One of the primary focus areas of the McLean County Regional Housing Advisory Committee is to preserve the current affordable housing stock-including publicly supported housing.
3	Agency/Group/Organization	City of Bloomington - Parks and Public Works Departments
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Non-housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Economic and Community Development Department staff, particularly Community Enhancement Division staff, worked with the Parks and Recreation Department and the Public Works Department to discuss improvements to our infrastructure. This consultation work has continued throughout the Consolidated Plan period and was done during the development of this Annual Action Plan as well.
4	Agency/Group/Organization	McLean County Regional Planning Commission
	Agency/Group/Organization Type	Other government - County Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The McLean County Regional Planning Commission (MCRPC) was the lead organizer for the City's award-winning 2015-2035 Comprehensive Plan. MCRPC also served as the lead organization for the 2017 Regional Housing Study and development the 2020-2024 Consolidated Plan. All sources were utilized during development of this Annual Action Plan.
5	Agency/Group/Organization	Bloomington-Normal Water Reclamation District
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Public Infrastructure
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Preliminary discussions with the Bloomington-Normal Water Reclamation District to discuss potential public infrastructure projects and how these projects would impact the metropolitan area's resiliency given the impact of Climate Change.

Identify any Agency Types not consulted and provide rationale for not consulting

No agency types were purposefully removed from the consultation process during development of this plan. Additionally, City staff within the Community Enhancement Division have discussed theoretical ways CDBG funding can improve the community's resiliency to threats like Climate Change and public health emergencies. Additionally, the Community Enhancement Division has initially discussed with the City's Parks and Recreation and Public Works Departments future environmental justice planning and goals related to CDBG funding. Robust conversations on these issues will continue.

Broadband internet access has also been discussed internally within the City. How CDBG funds could help expand broadband access for low-to-moderate income residents is an issue still being worked.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	PATH	The Continuum of Care works to support homeless individuals achieve self-sufficiency. These goals align with the 2020-2024 Consolidated Plan.
BN Home Regional Housing Study	McLean County Regional Planning Commission	The BN Home Regional Housing Study addresses the preservation and development of affordable housing, a priority need identified in the 2020-2024 Consolidated Plan.
City of Bloomington Comprehensive Plan	City of Bloomington	The Comprehensive Plan focuses on housing, economic development, land use, transportation, health, community facilities, services, and other related topics. The Comprehensive Plan goals align closely with the 2020-2024 Consolidated Plan.
Five Year PHA Plan	Housing Authority of the City of Bloomington	The 5-Year PHA Plan outlines the needs and priorities of the Housing Authority of the City of Bloomington. Addressing affordable housing is a priority goal of the 2020-2024 Consolidated Plan.
Regional Housing Market Analysis	Bloomington-Normal Economic Development Council	The Bloomington-Normal Economic Development Council released a report in April 2022 on the overall status of the Bloomington-Normal housing market. While this analysis was not specifically for affordable housing, the study did highlight an overall shortage of approximately 4,300 housing units with population growth estimates. This study provides some updated information on the aggregate housing market, but it does not analyze specific fair housing impediments.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The consultation process undertaken during creation of the 2020-2024 Consolidated Plan was robust and provided residents and stakeholders opportunities to participate in multiple ways. Undertaking consultation through a regional approach offered many more opportunities to engage the community than the City staff could have managed internally. The consultation resulted in the goals and priority areas used to select activities supported through this Annual Action Plan.

Additional steps will be taken as the City prepares for the next Consolidated Plan to build strong and resilient partnerships with a variety of community organizations to better serve the community--especially under resourced community members.

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AP-12 Participation – 91.105, 91.200(c)

- Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City of Bloomington adopted a new Citizen Participation Plan (CPP) in November 2018 and that plan was amended in 2020.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	No public comments were received during the public hearing held on March 27, 2023, during the regularly scheduled City Council meeting. All City Council meetings and public hearings have accommodations provided by the City Clerk's Office. No such accommodations were requested.			

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Newspaper Ad	Non-targeted/broad community	Notice of the public comment period and public hearing was published in the Pantagraph on February 27, 2023.			
3	Internet Outreach	Social Service Agencies Minorities Persons with disabilities	No comments received.			
4	Other	Non-targeted/broad community Residents of Public and Assisted Housing	No comments received.			

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City will use Program Year 2023 CDBG entitlement funding, program income from previous housing rehabilitation activities, and un-used prior program year CDBG entitlement resources from Program Year 2020, Program Year 2021, and Program Year 2022.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	568,682	30,101	109,500	708,283	Program income from housing rehabilitation loans is estimated using data from previous program years. Prior year resources will come from unexpended CDBG entitlement funds from previous program years.
						551,480	

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - federal	Economic Development Public Improvements Public Services	29,938	0	0	29,938	0	Remaining CDBG-CV funds will be used for park improvements in response to the COVID-19 Pandemic.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will continue to leverage CDBG funding for housing rehabilitation to expand our footprint using Illinois Housing Development Authority (IHDA) funds. The source of that funding is IHDA's new Home Repair and Accessibility Program (HRAP), which provides up to \$45,000 per unit for housing rehabilitation work (hard and soft costs). We anticipate completing 3-6 rehabilitation projects through this program in Program Year 2023.

The City utilizes its CDBG public service dollars to support the Homeless Services program at Providing Access to Help (PATH). PATH utilizes these funds to meet the local match requirements of the Continuum of Care program. CDBG funds cover a portion of the salary and benefits for Homeless Services program staff.

Some CDBG housing rehabilitation funds will be used as match for the City's Lead Hazard Control program as well.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Typically, the City owns several properties slated for demolition. If cleared with CDBG funds and the parcel is buildable, the property is donated to Habitat for Humanity McLean County, or another non-profit organization, for in-fill development of affordable housing. When these properties do not meet the criteria for demolition, the property is donated to a local not-for-profit organization such as YouthBuild or Dreams Are Possible for rehabilitation and resale to an income-qualified household. The non-profit also has the option of renting to an income-qualified household.

Discussion

As with most communities, needs are always greater than available funding. The City will continue to collaborate with other local agencies to leverage funding in an attempt to address some of the most critical needs of the community. We will focus on programs and services that enhance the quality of life for low-to-moderate income residents. We will also continue to seek non-CDBG funding to meet the priority needs, as capacity allows.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preservation of existing affordable housing stock.	2020	2024	Affordable Housing Public Housing	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP	Accessibility Improvements Affordable Housing Preservation	CDBG: \$296,392	Homeowner Housing Rehabilitated: 14 Household Housing Unit
2	Elimination of slum and blight conditions.	2020	2024	Affordable Housing Non-Housing Community Development	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP	Affordable Housing Preservation	CDBG: \$120,391	Buildings Demolished: 3 Buildings

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Support the provision of public service activities	2020	2024	Homeless Non-Homeless Special Needs Non-Housing Community Development	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP	Homeless Services Senior Services Youth Services	CDBG: \$83,000	Public service activities other than Low/Moderate Income Housing Benefit: 1400 Persons Assisted
4	Provide quality services and facilities.	2020	2024	Non-Homeless Special Needs Non-Housing Community Development	WBRP Service Area LMA Regeneration Area - Outside WBRP	Accessibility Improvements Sidewalk Improvements	CDBG: \$119,500	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1621 Persons Assisted
5	Administer CDBG effectively and proficiently.	2020	2024	Affordable Housing Public Housing Non-Housing Community Development	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP	Homeless Services Housing Discrimination Services Senior Services Youth Services Accessibility Improvements Affordable Housing Preservation Parks and Community/Recreation Centers Sidewalk Improvements	CDBG: \$89,000	Other: 0 Other

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	COVID-19 Prevention, Preparation, and Response	2019	2021	Affordable Housing Business Support/Economic Development	LMA Preservation Area	Parks and Community/Recreation Centers COVID-19 Response/CDBG-CV	CDBG: \$29,938	Other: 605 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Preservation of existing affordable housing stock.
	Goal Description	The City will undertake several programs designed to preserve the existing affordable housing stock throughout the 2023 Annual Action Plan. The City has several programs that will be offered to community members. Typically, traditional housing rehabilitation work will be financed through 0% interest, deferred payment loans. Loans are usually capped at \$30,000 and include hard costs only. Lead-based paint hazard mitigation or abatement will be covered by grants. Other soft costs will be mostly covered under rehabilitation service delivery. CDBG funds will also help complete rehabilitation work on some properties that are a part of the HUD Lead Hazard Control grant. This will be financed through grants to the homeowner. The City will also continue to its partnership with AMBUCS to build accessibility ramps during the 2023 Program Year. Water and sewer service costs will also be covered for lots that Habitat for Humanity owns and is building affordable housing units for low-to-moderate income households. Most of the work will take place in West Bloomington, but all eligible City residents can participate in these activities.

2	Goal Name	Elimination of slum and blight conditions.
	Goal Description	Demolition and clearance activities will be limited to residential properties. Rehabilitation is always considered before demolition, but most of the properties the City encounters are beyond the point where they can be rehabilitated. The City attempts to use vacant lots from demolition activities to create opportunities for affordable housing construction through Habitat for Humanity. Properties that do not meet Habitat's criteria may be offered to adjacent property owners or donated to local not-for-profits for use consistent with CDBG national objectives. CDBG funds will be leveraged with other state resources for abandoned properties.
3	Goal Name	Support the provision of public service activities
	Goal Description	The City will support local non-profit organizations dedicated to providing services to low-to-moderate income residents and other special populations through the 2023 Program Year. Program partners for Program Year 2023 include PATH, Inc., West Bloomington Revitalization Project (WBRP), KTB Financial Services, Inc., Partners for Community, and the OSF Healthcare System.
4	Goal Name	Provide quality services and facilities.
	Goal Description	The City will address the provision of quality City services and public facilities through sidewalk replacement work in West Bloomington and public facility upgrades at Mid-Central Community Action (MCCA).
5	Goal Name	Administer CDBG effectively and proficiently.
	Goal Description	The City strives to improve the implementation and effectiveness of CDBG funded activities throughout the 2023 Program Year. Through the Administration and Planning goal, the City will support fair housing initiatives, Section 3 opportunities, regional housing planning efforts, and general administration of the CDBG program.
6	Goal Name	COVID-19 Prevention, Preparation, and Response
	Goal Description	CDBG-CV funds are to prevent, prepare, and respond to the COVID-19 Pandemic. Within this Annual Action Plan, the remaining CDBG-CV funds allocated to the City will be used to make improvements to the Empire Junction Park to help residents prevent the spread of COVID-19 through the improvement of outdoor recreation space.

Projects

AP-35 Projects – 91.220(d)

Introduction

Activities were selected based on the relationship to the high priority funding areas identified in the 2020-2024 Consolidated Plan.

Projects

#	Project Name
1	Homeowner Housing Assistance
2	Rehabilitation Service Delivery
3	Residential Demolition
4	Public Services
5	Sidewalk Improvements
6	Non-Profit Building Improvements
7	CDBG General Administration
8	CDBG Administrative Programs
9	CDBG Planning
10	Park Improvement

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City selected these projects based on the needs and goals identified during the 2020-2024 Consolidated Plan process. These projects will support the needs of low-to-moderate income residents of the City and provide funding to address residents with unserved needs. The COVID-19 Pandemic and continued supply-chain related challenges hampered progress towards addressing underserved needs in the community in previous program years, but the City worked to overcome these challenges as much as possible. Additional challenges related to inflation will continue to be a challenge City staff works to overcome.

AP-38 Project Summary

Project Summary Information

1	Project Name	Homeowner Housing Assistance
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Preservation of existing affordable housing stock.
	Needs Addressed	Accessibility Improvements Affordable Housing Preservation
	Funding	CDBG: \$265,341
	Description	Activities completed under this project will include moderate rehabilitation, accessibility improvements, and facade improvements at owner-occupied housing units. Owners will meet income and other program qualifications to receive assistance through CDBG funds.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Housing rehabilitation activities will be performed at housing units owned and/or occupied by income-qualified residents. Due to the increase in rehabilitation costs, the City anticipates completing 10-12 housing rehabilitation activities during the program year with CDBG funds.
	Location Description	The homeowner rehabilitation program is open to all income-qualified residents in the City. Homeowner applications are accepted on a rolling cycle. There is a waiting list at this time. All locations are to be determined.
	Planned Activities	Housing rehabilitation requests vary depending on the specific needs. Work performed under this project can include roof, siding, door and window replacement; new soffit, fascia and gutters; new HVAC plumbing and electrical; and emergency water and sewer line replacement. Grants typically finance assistance for Lead Hazard Control grant match housing rehabilitation and AMBUCS rehabilitation activities. General rehabilitation assistance activities are financed through zero percent interest, deferred payment loans or grants depending on the needs of the project.
	Project Name	Rehabilitation Service Delivery

2	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Preservation of existing affordable housing stock.
	Needs Addressed	Accessibility Improvements Affordable Housing Preservation
	Funding	CDBG: \$31,050
	Description	This project will cover expenses related to the delivery of all rehabilitation programs performed under this Annual Action Plan. Expenses may include but not be limited to: staff expenses, training, postage, office supplies, advertising, printing, and environmental testing and clearance.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	This project supports other projects/activities under the Preservation of Affordable Housing goal. Numbers will be reported on associated activities.
	Location Description	Locations identified under other projects.
	Planned Activities	No activities outside of Rehabilitation Service Delivery will occur under this project.
3	Project Name	Residential Demolition
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Elimination of slum and blight conditions.
	Needs Addressed	Affordable Housing Preservation
	Funding	CDBG: \$120,391

	Description	The City will address the elimination of slum and blight conditions throughout this Annual Action Plan. Demolition and clearance activities will be limited to residential properties. Rehabilitation is always considered before demolition, but most of the properties the City encounters are beyond the point where they can be rehabilitated. The City attempts to use vacant lots from demolition activities to create opportunities for affordable housing construction through Habitat for Humanity. Properties that do not meet Habitat's criteria may be offered to adjacent property owners or donated to local not-for-profits for green space.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	The estimated demolition activities will result in new housing construction through the City's partnership with Habitat for Humanity. Habitat's homeowner program is limited to households at or below 50% Area Median Income. The City anticipates demolition activities under this project allow Habitat for Humanity to replace 3 new units of affordable housing.
	Location Description	To be determined.
	Planned Activities	Demolition and clearance activities at three vacant/abandoned properties. Each property will be connected to City water and sewer services as necessary with homeowner housing assistance project funds.
4	Project Name	Public Services
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Support the provision of public service activities
	Needs Addressed	Homeless Services Senior Services Youth Services
	Funding	CDBG: \$83,000
	Description	The City will support local non-profit organizations dedicated to providing services to low-to-moderate income residents and other special populations through the 2023 Program Year.
	Target Date	4/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	More than 1400 households will benefit from the services provided through this project.
	Location Description	Most of the services will occur at the individual agencies. However, some services, such as Homeless Services, are provided on location. Agency locations are below: 201 E. Grove St., Bloomington (PATH, Inc.) 515 N. Center St., Bloomington (Partners for Community) 724 W. Washington St., Bloomington (WBRP) 1003 Maple Hill Rd, Bloomington (OSF Peace Meals Bloomington Kitchen) 1301 W. Washington St., Bloomington (KTB Financial Services, Inc.)
	Planned Activities	Homeless services will be supported through grants to PATH's Homeless Services and Emergency Services programs and the Recycling Furniture for Families program provided by Partners for Community. OSF Peace Meals services in-home delivered, congregate meals, and case management for seniors. WBRP provides a wide variety of services for West Bloomington residents, including The Tool Library, Bike Co-op, Veggie Oasis, community workshops and community gardens. KTB Financial assists low-to-moderate income households with services geared towards financial security and self-sufficiency, which also helps prevent homelessness.
5	Project Name	Sidewalk Improvements
	Target Area	WBRP Service Area
	Goals Supported	Provide quality services and facilities.
	Needs Addressed	Sidewalk Improvements
	Funding	CDBG: \$90,000
	Description	This project will support sidewalk improvements in the WBRP service area.
	Target Date	4/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	The sidewalks in this area connect area residents to jobs and services throughout the Bloomington-Normal community. Many public transportation routes stop along this area.
	Location Description	Construction would occur primarily along West Front Street, in the 500, 600, and 700 blocks, but will also occur along North Mason and North Oak streets between Front and Washington streets.
	Planned Activities	This project will have an activity to support a West Corridors sidewalk replacement primarily located on West Front Street and North Mason Street.
6	Project Name	Non-Profit Building Improvements
	Target Area	LMA Preservation Area WBRP Service Area
	Goals Supported	Provide quality services and facilities.
	Needs Addressed	Accessibility Improvements
	Funding	CDBG: \$29,500
	Description	This project will support ADA improvements and facility improvements at the Mid-Central Community Action Agency (MCCA) facility.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 286 community members will be served through this project.
	Location Description	The activity associated with this project will take place at 1301 West Washington Street.
	Planned Activities	This project will support ADA updates and public facility improvements to the MCCA facility.
7	Project Name	CDBG General Administration
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Administer CDBG effectively and proficiently.

	Needs Addressed	Homeless Services Housing Discrimination Services Senior Services Youth Services Accessibility Improvements Affordable Housing Preservation Parks and Community/Recreation Centers Sidewalk Improvements
	Funding	CDBG: \$28,000
	Description	This project will support general administration of the CDBG program throughout this Annual Action Plan. Expenses may include but not be limited to: staff expenses, training, postage, office supplies, grants management software, advertising and postage.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Program beneficiaries will be reported under other projects.
	Location Description	Administrative activities will occur within the Economic and Community Development Department, located at 115 E. Washington St., Bloomington, IL 61701.
	Planned Activities	CDBG grant administration will be the only activity under this project.
8	Project Name	CDBG Administrative Programs
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Administer CDBG effectively and proficiently.
	Needs Addressed	Job Training and Workforce Development Housing Discrimination Services
	Funding	CDBG: \$25,000
	Description	This project will support programs addressing administrative requirements of the CDBG program such as fair housing and Section 3 training.
	Target Date	4/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	Approximately, 22 community members will be served with fair housing and Section 3 activities in this project.
	Location Description	Fair housing services will be offered through Prairie State Legal Services' Bloomington office at 201 W. Olive St. Section 3 training opportunities for public housing residents will be provided at locations that will be determined at a future date.
	Planned Activities	The City will partner with the Bloomington Housing Authority to offer a series of job- and life-skills training opportunities and a job fair for public housing and Housing Choice Voucher Program participants. Prairie State Legal Services will be the lead agency on a fair housing program, which will include a housing discrimination testing program.
9	Project Name	CDBG Planning
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Preservation of existing affordable housing stock. Administer CDBG effectively and proficiently.
	Needs Addressed	Affordable Housing Preservation
	Funding	CDBG: \$36,000
	Description	This project will support planning for regional housing initiatives and other projects supported through this Annual Action Plan.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	McLean County Regional Planning Commission, 115 E. Washington St, Bloomington, IL.

	Planned Activities	McLean County Regional Planning Commission (MCRPC) will serve as the lead agency for the Regional Housing Staff Advisory Committee. MCRPC will coordinate the Affordable and Supportive Housing Committee; serve as the hub for regional housing data through the Housing Dashboard; educate policymakers, stakeholders and the general public on affordable housing issues through a series of whitepapers; assist with Consolidated Plan implementation; and support City staff with housing initiatives, as request.
10	Project Name	Park Improvement
	Target Area	LMA Preservation Area
	Goals Supported	Provide quality services and facilities. COVID-19 Prevention, Preparation, and Response
	Needs Addressed	COVID-19 Response/CDBG-CV
	Funding	CDBG-CV: \$29,938
	Description	This project will support improvements at Empire Junction Park using remaining CDBG-CV funds. The improvement will help the City respond to the continuing impact of the COVID-19 Pandemic.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 605 community members will be served through this project.
	Location Description	Empire Junction Park is located at 713.5 East Empire Street, Bloomington, IL 61701.
	Planned Activities	The activity will include the addition of park equipment for increased recreation opportunities within the park.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

West Bloomington has a higher concentration of low-income and minority households than many other areas within the City. Infrastructure is aging and in need of replacement.

Geographic Distribution

Target Area	Percentage of Funds
LMA Preservation Area	10
WBRP Service Area	60
LMA Regeneration Area - Outside WBRP	30

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

During the outreach process conducted for the development of the 2020-2024 Consolidated Plan, West Bloomington was identified as the area most in need of revitalization. The WBRP Service Area encompasses a smaller target area formerly identified as the City's designated slum/blight area.

Discussion

The distribution of funds between the WBRP Service Area and LMA Regeneration Area - Outside WBRP may vary depending on the locations of housing rehabilitation projects. A small portion of funding will be spent in the Preservation Areas as the needs are not as significant.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Although CDBG cannot be used for new construction, the City will support affordable housing preservation through several of the projects identified in this Annual Action Plan.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	15
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	3
Rehab of Existing Units	12
Acquisition of Existing Units	0
Total	15

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The total number of households supported through this Annual Action Plan are based on the estimated numbers served through the following projects.

New Habitat for Humanity Single-Family Homes: 3 Units

Homeowner Assistance (Single-Family Housing Rehabilitation): 12 Units

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of the City of Bloomington (BHA) is committed to providing quality housing and services to its public housing and Housing Choice Voucher Program residents.

Actions planned during the next year to address the needs to public housing

CDBG funding will be provided in Program Year 2023 for Section 3 activities for public housing residents and community members with a housing choice voucher.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority provides several ongoing opportunities for resident involvement. The Housing Authority has a resident services department. Resident engagement is a significant part of this department's responsibilities.

The resident services department facilitates BHA-sponsored events such as a Health and Resource Fair, on-site employment and job-readiness training, and after-school tutoring in two different computer labs at public housing sites. In addition to offering specific "in-house" resources, the Housing Authority collaborates with local partners on multiple events. These activities are opportunities for engagement in the Bloomington-Normal community, building ties among neighbors, and promoting self-advocacy. With a full-time elderly service coordinator staffed at Wood Hill Towers, elderly, disabled, and near-elderly residents have even more opportunities for resident involvement in social and community-oriented activities.

The Housing Authority is required to convene a Resident Advisory Board each year as part of the process in adopting its annual PHA plan. A public hearing is also conducted as part of this process, and it is well attended by residents, who offer their feedback and suggestions on Housing Authority goals, objectives, and programming for the coming years.

The City provides funding for Section 3 activities that support basic financial and employment education. This reflects the City's commitment to supporting the fundamental building blocks of homeownership for public housing residents. Without a stable financial and employment foundation, homeownership is less likely to be a successful endeavor. Our hope is that this fundamental approach that helps stabilize income and financial matters will enable successful homeownership for public housing residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The Housing Authority of the City of Bloomington is not designated as "troubled."

Discussion

The City has a long-standing partnership with the Housing Authority of the City of Bloomington. Both organizations are members of the Regional Housing Advisory Staff Committee. The City has utilized CDBG for many years to fund job and life-skills training for public housing and Housing Choice Voucher residents and to support improvements to public housing buildings. These activities will continue during this Annual Action Plan.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City will continue to partner with PATH, Inc. for the McLean County Continuum of Care (CoC). The CoC seeks to address the current homeless client base as well as any additional demands on the homeless system.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Through the Homeless Services CDBG program with the City of Bloomington, PATH reaches out to individuals and families experiencing homelessness that are unsheltered and in emergency shelters. Annually, the goal is to come in contact and assist 200 individuals and families per year. This involves making referrals to other agencies in the community and helping clients obtain work clothing once employment has been verified. PATH keeps an up-to-date list of rental units in the community, which we are able to provide to clients that have an income and saving some money, especially when at an emergency shelter. While we talk about housing issues with all clients, at certain times we are able to be more specific about housing information guidance for those that are closer to becoming housed. Other actions from PATH's outreach team are to determine the barriers and challenges faced by unsheltered clients and provide this information to the CoC. This helps determine if and how services should take these factors into account.

Addressing the emergency shelter and transitional housing needs of homeless persons

Consumer Surveys at emergency shelters and transitional housing projects are an important way to get information about the needs of clients. Needs are also identified during case management. The Consumer Survey has been updated and was implemented during the 2020 Program Year. Annually, the emergency shelters' goals are to provide effective case management to all clients staying at their shelter. The goals in case management vary as the specific needs of clients vary but nearly always include referral to services and public benefits. Anyone experiencing homelessness in emergency shelter or transitional housing may receive assistance from PATH's outreach team. This team also helps connect clients with resources and benefits. Staff continue to recruit non-ESG and/or CoC funded agencies to engage with the CoC. This would allow the CoC to determine the specific needs of their clients and have a more accurate and complete picture about the needs of those in transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

A current goal of the CoC is to get more programs that are not mandated to follow the Coordinated Entry (CE) to participate in our system. For example, there are several transitional housing programs that are not CoC or ESG funded that do not pull from the CE Prioritization List. The goal is to get them to participate at a minimum level first. This means that they have access to the Prioritization List but can choose whether or not to use it. Having greater participation in the CE system can help the CoC house those identified as most vulnerable much faster. Currently, the CE system is hampered by the lack of housing opportunities to which referrals can be made. The Central Illinois CoC also plans on improving its System Performance Measures, as part of their Strategic Plan. This would provide data to better understand how and where improvements are needed in service delivery.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The goal of all CoC and ESG funded activities is to connect clients to appropriate services. If they enter into the CE system at the wrong place, they are given a referral to connect with the right resources for their given needs. That may be a referral to the Salvation Army, PATH's Homeless Services, or PATH's 211 call center. Our current goal in the CoC is to strengthen our partnerships with agencies that discharge clients (e.g., health care facilities, mental health, corrections). Currently, those referrals are made from discharging institutions, but a greater effort is being made to get them knowledgeable about CoC policy and to find gaps in services or determine if certain referrals are not successful.

Discussion

The Central Illinois CoC has continued to work through staffing issues that many organizations across the country have faced. As key positions are filled, the CoC will look for ways to grow and better serve the homeless population in McLean County. The City will continue to work with the CoC to help build strategies and programs designed to alleviate and end homelessness in McLean County.

The City's CDBG housing rehabilitation program assists community members stay in their homes through rehabilitation work that keeps the housing unit livable. This helps reduce the number of community members that could otherwise become homeless. Additionally, some of the City's CDBG public service funding is awarded to organizations providing direct homelessness services, including prevention.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City strives to eliminate barriers to affordable housing throughout this Annual Action Plan and beyond. Affordable housing issues are addressed throughout several projects to be implemented during the 2020-2024 Consolidated Plan period. Staff will continue to seek new opportunities beyond those discussed below.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City operates homeowner housing rehabilitation programs for low-to-moderate income residents, including one program funded with CDBG dollars. These programs help homeowners complete critical repairs to their homes. Many homeowners can afford their regular monthly expenses but are unable to pay for large ticket items. By offering 0% interest terms under deferred payment loans or grants, homeowners can maintain the affordability of their current housing.

The City waives all building permit and inspection fees for any non-profit organization building or rehabilitating affordable housing for low- and moderate-income residents. This policy extends to all private contractors performing rehabilitation work under CDBG or IHDA funded projects.

In August 2015, the City of Bloomington adopted its current Comprehensive Plan with goals aimed at reducing barriers to affordable housing. While the Plan is not policy, it serves as a guide for policy decisions. The Comprehensive Plan encourages future infill development opportunities and provides a tiered system for prioritizing development.

The Regional Housing Staff Committee also monitors and encourages the Low Income Housing Tax Credit (LIHTC) tool as an option for developers. This committee provides continual updates on the number of units supported through this program to City staff as well.

Discussion:

The City will continue to look at policy changes and other programs than can further reduce barriers to affordable housing.

AP-85 Other Actions – 91.220(k)

Introduction:

The City endeavors to plan its annual program based on how to best meet the needs of the community while staying within the federal regulations for the Community Development Block Grant. When services are needed but cannot be provided directly by the City, partnerships are created/maintained to ensure the services are available to those most in need.

Actions planned to address obstacles to meeting underserved needs

The City attempts to maximize its funding to public services so that as many agencies serving vulnerable populations as possible are supported. Staff continue to look for funding resources outside of CDBG to further address the needs of special populations such as disabled and elderly homeowners. The 2020-2024 Consolidated Plan and this Annual Action Plan make resources for West Bloomington residents a priority. Having said that, there is clearly a need for public services that is beyond the capacity of our CDBG program or the City as a whole. Additional investments from sources outside of the Bloomington-Normal community would be required to eliminate obstacles to meeting the needs of the underserved. Staff will continue to serve on committees and work groups that address the housing needs of low-to-moderate income families.

The John M. Scott Health Care Trust provides funding to local service providers to ensure individuals without adequate, affordable healthcare have access to quality health services. Serving as Staff Administrator for the Commission is a part of the Grants Coordinator job duties. The Staff Administrator serves as a liaison between the John M. Scott Commission and the City in addition to operating the grants program offered by the Trust. The Bloomington City Council serves as the Trustee of the Trust. In the City's Fiscal Year 2024, which runs parallel to the 2023 CDBG Program Year, the Trust will invest over half-a-million dollars into the community through grants to local organizations that provide health care services to underserved community members within McLean County.

Actions planned to foster and maintain affordable housing

Preservation of the existing affordable housing stock and the creation of new affordable housing through demolition and clearance are high priorities identified within this Annual Action Plan. In fact, over 50% of funding will be dedicated to these projects. Additionally, the City will continue its participation in the Regional Housing Staff Advisory Committee and the Affordable and Supportive Housing Committee. One of the continuing initiatives of the Regional Housing Staff Advisory Committee is to inventory all income-qualified housing in McLean County and track contract expiration dates. These units are a significant portion of the affordable housing stock, especially for those households with extremely low and low incomes. Additionally, these committees have begun to explore how land use policy changes can encourage development, including affordable housing development, in established

neighborhoods within the City through infill development.

Actions planned to reduce lead-based paint hazards

All CDBG contractors are required to maintain Renovation, Repair and Painting (RRP) certification. The City offers all CDBG approved contractors the opportunity to attend the RRP certification training at least every five years at no cost to the contractor. A training was held in April 2021 resulting in 26 new/renewed certifications. The next training is planned for April 2024. Additionally, the City's Rehab Specialist will maintain all necessary licenses and certifications to ensure that lead-based paint safety practices and regulations are being strictly adhered to on all CDBG projects. The City also has funding from the HUD Lead-Based Paint Hazard Control and Healthy Housing grant program. The period of performance for the grant started on January 4, 2021. It is a 42 month program that will address lead and health hazards in approximately 92 owner-occupied and rental housing units. Unfortunately, staff transitions and continued hurdles from the COVID-19 Pandemic have continued to delay the initial start of lead hazard reduction work.

Actions planned to reduce the number of poverty-level families

The City will continue to support the Housing Authority of the City of Bloomington's job and life-skills training program annually. The program offers job training and a job fair each year for public housing residents and Housing Choice Voucher recipients. Past training topics have included Microsoft Office Suite, how to write a resume, interview skills, and money management and budgeting. The training(s) and job fair are designed to foster job and life skills required for the local workforce and increase facetime with the businesses most likely to employ individuals with those skills.

Homeownership is traditionally the greatest source of an individual's wealth. The City's Homeowner Rehabilitation Program provides low-to-moderate income homeowners the opportunity to preserve their greatest asset. Income-qualified households can receive assistance through a 0% interest, five year forgivable loans or grants depending on the type of project. The City also offers housing rehabilitation through the Illinois Housing Development Authority's (IHDA) Home Repair and Accessibility Program (HRAP). Through this program, homeowners can receive up to \$45,000 in assistance through a 5-year forgivable loan.

Actions planned to develop institutional structure

With a variety of staff transitions at key local organizations, City staff has, and will continue, to build partnerships to better serve the community. Outside of the committees associated with the McLean County Regional Planning Commission, the City continues to be a member of the Invest Health Team. This team was formed to look at the built environment and how it affects the health and well-being of City residents. Additionally, the City is currently building partnerships with organizations, such as the Bloomington-Normal Water Reclamation District, to discuss long-term public infrastructure strategies,

goals, and plans.

Through the John M. Scott Trust grant program, the City continues to build strong partnerships with community organizations serving underserved community members. A multitude of local organizations are funded each year with this program. Grants are awarded for general health care operations, capital improvements, and health care programs.

Staff will continue to foster new partnerships that will improve the institutional delivery structure of CDBG and the priorities identified in the 2020-2024 Consolidated Plan.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to support the McLean County Continuum of Care, which consists of representatives from social service agencies and public housing. As a member of the Regional Housing Staff Advisory Committee, the City participates in a variety of initiatives designed to increase communication between all types of housing and service providers.

Discussion:

The City will continue to seek additional funding to support local programs in ways that CDBG is unable to do so. Interagency collaboration has been referenced throughout this Plan and will remain a key component of the City's strategy to meet the needs of the community.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City makes every attempt to utilized program income within the same program year it is received. Section AP-15 Expected Resources Table 5 shows \$30,101 in estimated program income, which has been budgeted to projects within this Annual Action Plan. Program income comes from the repayment of loans made available through the City's CDBG housing rehabilitation program.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

No new funding to meet urgent needs has been allocated in this Annual Action Plan.



CONSENT AGENDA ITEM NO. 7.F.

ROU COLNCIW April 10, 2023

P AUD IMPACTED: City-Wide Impact

SLBJECT: Consideration and Action on a Resolution Modifying the Grants Awarded for the Fiscal Year 2024 by the John M. Scott Health Care Trust, as requested by the Economic & Community Development Department.

UECOMMENDED MOTION: The proposed Resolution be approved.

STUATEGIC FWAN WNK:

Goal 5. Great Place - Livable, Sustainable City

STUATEGIC FWAN SIGNIRICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGUOLND: The John M. Scott Health Care Commission ("Commission") is requesting the Trustee approve an amended resolution for Fiscal Year 2024 ("FY 2024") Category I and II grant awards. The Commission oversees a grant program focused on funding healthcare related projects and programs within McLean County. Community members served with John M. Scott Health Care Trust ("Trust") funds must be McLean County residents and have an annual household income at or below 185% of the Federal Poverty Line. Grants are divided into three categories: Category I-General Operating Grants; Category II-Community Health Priority Grants; and Category III-Emergent and Emergency Need Grants. Category I grants operate on a three-year funding cycle while the Category II and Category III grants operate on an annual or rolling funding cycle. The Commission provides a capital and program option for Category II grants.

The requested changes are due to \$40,000 becoming unencumbered by a grantee that requested a withdrawal from the FY 2024 program. After consideration, the Commission decided to recommend that the funds be divided among other FY 2024 funded organizations providing similar services or targeting a similar population. The \$40,000 will be divided among six (6) FY 2024 grantees. This amended resolution does not increase or decrease the overall FY 2024 investment by the Trust. Proposed changes to the FY 2024 funding awards are included in the [E&CD 1C Revised FY 2024 JMS Trust Category I and II Awards](#) attachment. The John M. Scott Health Care Commission approved the requested changes during their meeting on March 23, 2023.

COMMLNITY GUOLFS/INTEUESTED FEUSONS CONTACTED: The Fiscal Year 2024 grantees recommended for additional funds were contacted to determine their interest in receiving the funds. Marketing for the original grant funding opportunity was conducted through email communications, the *PATH-O-GRAM* publication, a press release, and a social media announcement on a City account.

RINANCIAWIMFACT: The award of Fiscal Year 2024 ("FY 2024") John M. Scott Health Care

Trust ("Trust") grants have no impact on the City General Fund. Awards are made from the net proceeds of Trust investments. Additionally, Trust funds cover related administrative costs including a portion of the time for Economic and Community Development Department staff. If approved, the FY 2024 grant awards, totaling \$712,364.68, will be paid from John M. Scott Health Care Trust Grant Program accounts 72102100-79130-59000 (\$250,000.00) and 72102100-79130-59100 (\$462,364.68). These funds are included in the FY 2024 John M. Scott Health Care Trust Proposed Budget. Stakeholders can locate this in FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 158.

AMEUCAN UESCLE FWAN RLNDING IMPACT: N/A

COMMLNITY DEVEWOFMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal CWB-2: Create a lifelong community that meets the needs of residents of all ages and abilities; Objective CWB-2.1: Promote the welfare of older adults and persons with disabilities to foster maximum independence so they can continue to be an integral part of the community; Goal CWB-3: Develop a coordinated and efficient system of services that addresses comprehensive needs of children, families and communities; and Objective CWB-3.2: Support coordination and integration of behavioral health services for all residents.

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:

[E&CD 2B Resolution](#)

[E&CD 2C Revised FY 2024 JMS Trust Category I and II Awards](#)

RESOLUTION NO. 2023-_____

**A RESOLUTION MODIFYING THE GRANTS AWARDED FOR THE FISCAL YEAR 2024 BY THE
JOHN M. SCOTT HEALTH CARE TRUST**

WHEREAS, the Bloomington City Council serves as the Trustee for the John M. Scott Health Care Trust (“Trust”); and

WHEREAS, in 2018 the Trust was re-organized to cease providing direct services and instead to an operational model that provides grants to qualified grant recipients; and

WHEREAS, the City of Bloomington (“CITY”) has previously approved a resolution approving the Fiscal Year 2024 John M. Scott Health Care Trust grant awards and programmatic agreements (Resolution No. 2023-001); and

WHEREAS, modifications to the Fiscal Year 2024 grant awards are necessary due to one of the original Fiscal Year 2024 grantees withdrawing from the grant program.

WHEREAS, as a result of the withdrawal, \$40,000 of the Fiscal Year 2024 funding became unencumbered and needs to be re-allocated as set forth herein.

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

Section 1. Recitals. That the recitals set forth above are incorporated herein as if fully set forth in this paragraph 1.

Section 2. Grant Awards. The grant awards set forth in Section 2 of Resolution 2023-001 shall be revised to remove the grant to ABC Counseling and Family Services/Boys and Girls Club of Bloomington-Normal. In addition, the following entities previously awarded Category II grants shall have their grants increased to the indicated amount: (1) Marcfirst (\$29,619.00); (2) Center for Healthy Lifestyles at OSF St. Joseph Medical Center (\$20,253.00); (3) The Center for Youth and Family Solutions (\$37,000.00); (4) INtegrItY Counseling, Inc. (\$25,000.00); (5) YWCA McLean County (\$25,932.68); and (6) YouthBuild McLean County (\$50,000.00).

Section 3. Effectiveness. This Resolution shall be effective upon passage by the City Council and execution by the Mayor of the City of Bloomington.

PASSED this 10th day of April 2023.

APPROVED this ____ day of April 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Fiscal Year 2024 John M. Scott Health Care Trust Award Recommendations

Category	Applicant	Request Description	FY24 Funding
Category I	Community Health Care Clinic	General Operating Grants	\$125,000.00
Category I	McLean County Center for Human Services	General Operating Grants	\$125,000.00
CATEGORY-I TOTAL			\$250,000.00
Category II-Capital	Community Health Care Clinic	Dental Software and Other Dental Equipment	\$19,000.00
Category II-Capital	Marcfirst	Pediatric Sensory Play and Interactive Equipment	\$15,000.00
CATEGORY II-CAPITAL TOTAL			\$34,000.00
Category II-Program	Marcfirst	Pediatric Therapy	\$29,619.00
Category II-Program	Community Health Care Clinic	Dental Clinic	\$25,000.00
Category II-Program	Center for Healthy Lifestyles at OSF St. Joseph Medical Center	OSF SmartMeals Program	\$20,253.00
Category II-Program	Faith in Action	Senior Transportation and Support Services	\$25,000.00
Category II-Program	Milestone Early Learning Center and Preschool	Healthy Eating Program	\$28,128.00
Category II-Program	The Center for Youth and Family Solutions	Child, Adolescent, and Family Behavioral Health Services	\$37,000.00
Category II-Program	Project Oz	Transitional Living Program for Homeless Youth	\$42,277.00
Category II-Program	Living Well United	Senior Center for Rural McLean County	\$10,000.00
Category II-Program	Bloomington-Normal YMCA	Healthy Kids University Program	\$30,000.00
Category II-Program	Promise Council	Student Health Care Program	\$10,000.00
Category II-Program	McLean County Health Department	Dental Program Equipment	\$15,000.00

Category II-Program	INtegrItty Counseling, Inc.	Counseling Program	\$25,000.00
Category II-Program	YWCA McLean County	Child Healthy Living Program	\$25,932.68
Category II-Program	OSF Health Care System	Senior Nutritionm Program	\$15,000.00
Category II-Program	YouthBuild McLean County	Mental Health Services and Interventions	\$50,000.00
Category II-Program	West Bloomington Revitalization Project	Bike Co-Op	\$30,000.00
Category II-Program	Girl Scouts of Central Illinois	Social Emotional Learning Program	\$10,155.00
CATEGORY II-PROGRAM TOTAL			\$428,364.68



CONSENT AGENDA ITEM NO. 7.Q.

FOR COUNCIL: April 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing the City of Bloomington's Participation in Settlement Agreements Arising from the National Opioid Crisis Class Action Lawsuits , as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: New nationwide settlements have been announced under the National Opioid Crisis Class Action lawsuits. In 2021, settlements were announced with the three largest distributors, McKesson, Cardinal Health, and AmerisourceBergen, and against manufacturer Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson. Although the City was not a plaintiff in the case, the City was still able to opt-into the 2021 settlements and receive benefits in exchange for waiving certain claims against the settling defendants.

In 2022, settlement agreements were announced with the three primary pharmacy chains, including CVS, Walgreens, and Walmart, as well as two additional manufacturers, including Allergan and Teva. Similar to the 2021 settlement agreements, the City has the option to opt-into these new settlement agreements and receive benefits in exchange for waiving certain claims.

As a participating political subdivision, any funds the City receives will be restricted, with the limited exception, for opioid remediation. An Executive Summary relating to the new settlements, along with permissible uses are attached to this Memo. More information on the proposed settlements can also be found at this website: [National Opioids Settlement \(nationalopioidsettlement.com\)](https://nationalopioidsettlement.com)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: As there are many variables to determining the payouts and final settlement amounts, the financial impact is difficult to predict. Our best calculations indicate the City could be awarded approximately \$380,000, over a 14-year period. Any funds received will be placed into a restricted line item and used in accordance with the settlement documents.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Jeff Jurgens, Corporation Counsel

ATTACHMENTS:

[LG 1B Resolution](#)

[LG 1C Executive Summary “ National Opioids Settlement](#)

[LG 1D Uses-Exhibit-E](#)

RESOLUTION NO. 2023 - ____

**A RESOLUTION AUTHORIZIING THE CITY OF BLOOMINGTON’S PARTICIPATION IN
SETTLEMENT AGREEMENTS ARISING FROM THE NATIONAL OPIOID CRISIS CLASS
ACTION LAWSUITS**

WHEREAS, the City of Bloomington, Illinois (“City”), is a home rule unit of government under the laws of the State of Illinois; and

WHEREAS, a class action lawsuit was filed against numerous opioid manufacturers and distributors, which has been consolidated nationally before the United States District Court for the Northern District of Ohio under Case # 1:17-md-2804 (DAP); and

WHEREAS, the goal of the class action lawsuit was to seek redress and recovery for the damages caused by the devastation of the opioid crisis upon communities; and

WHEREAS, new national opioid settlements have been reached with two additional manufacturers, including Teva and Allergan, and three pharmacy chains, including CVS, Walgreens, and Walmart (hereinafter “Settling Parties”); and

WHEREAS, although the City is not a litigating entity involved in this litigation it may opt-in and receive the benefits of the Settlement in exchange for releasing its claims against the entities referenced above; and

WHEREAS, opting-in to the settlement will enable to the City receive funds from the Settlement, which can be used to treat opioid use disorder and for other purposes; and

WHEREAS, the City wishes to agree to the material terms of the proposed Settlement; and

WHEREAS, jurisdictions must opt-in to the Settlement before April 18, 2023.

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

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

SECTION 2. The City Manager and/or Corporation Counsel are hereby authorized and directed to enter into and execute the Settlement Participant Forms and any and all other documents necessary to effectuate the City’s participation in the settlement process and in compliance with the settlement as related to the proposed new settlements involving Teva, Allergan, CVS, Walgreens, and Walmart.

SECTION 3. Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

SECTION 4. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 10th day of April 2023.

APPROVED this ____ day of April 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Executive Summary of National Opioid Settlements

[2.03.2023. Subject to ongoing corrections and updates]

In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”)—and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”). These “2021 National Settlements” have been finalized, and payments have already begun. In all, the Distributors will pay up to \$21 billion over 18 years, and J&J will pay up to an additional \$5 billion over no more than nine years.

In late 2022, agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to “opt in.” The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

(These figures include amounts attributable to prior settlements between the Defendants and certain states/subdivisions and amounts for attorneys’ fees and costs.)

Under both the 2021 and 2022 National Settlements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.

In addition to providing billions of dollars for abatement, the settlements also impose changes in the way the settling defendants conduct their business. For example:

- The Distributors will create a groundbreaking clearinghouse through which they will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious opioids orders;
- J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years;
- Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and
- Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements addressing their compliance structures, pharmacist judgment, diversion prevention, suspicious order monitoring, and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

The 2021 and 2022 National Settlements are the culmination of many years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs' Executive Committee and Negotiation Committee, which are comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Settling Defendants. These negotiations were facilitated by Judge Dan Polster (who oversees the federal MDL litigation), by the Special Masters appointed by the MDL Court, and by experienced, neutral mediators.

The agreements do not settle or release any claims brought by Tribes or by private parties, including private individuals, private hospitals, or private third-party payers.

Additional information, including answers to FAQs, can be found at **nationalopioidsettlement.com/news** (<https://nationalopioidsettlement.com/news>).

[HOME \(/\)](#) [NEWS \(https://nationalopioidsettlement.com/news/\)](https://nationalopioidsettlement.com/news/)

[RISKS & ASSUMPTIONS \(https://nationalopioidsettlement.com/risks-assumptions/\)](https://nationalopioidsettlement.com/risks-assumptions/)

[MDL ORDERS \(/mdl-orders/\)](/mdl-orders/) [TRIBAL SETTLEMENTS \(https://www.tribalopioidsettlements.com\)](https://www.tribalopioidsettlements.com)

Exhibit E
List of Opioid Remediation Uses

Schedule A
Core Strategies

Settling States and Exhibit G Participants may choose from among the abatement strategies listed in Schedule B. However, priority may be given to the following core abatement strategies (“*Core Strategies*”).¹

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) /Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).

7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and

to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



CONSENT AGENDA ITEM NO. 7.F.

ROF COUNCIL: April 10, 2023

WAFD IMPACTED: Ward 5

SUBJECT: Consideration and Action on a Special Event Liquor License Application from the Board of Trustees of Illinois State University, d/b/a Shakespeare Festival, to be held at the Ewing Cultural Center, located at 48 Sunset Rd., Requesting a Class LB (Limited Beer and Wine Only) Liquor License, as requested by the City Clerk Department.

FECOMMENDED MOTION: The proposed License be approved.

STFATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

STFATEGIC PLAN SIGNIRICANCE:

Objective 3a. Retention and growth of current local businesses

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

BACKGFOUND: The Board of Trustees of Illinois State University (Applicant) plans to hold their annual Shakespeare Festival at the Ewing Cultural Center, located at 48 Sunset Rd. The Shakespeare Festival will be held on the following dates: June 23-25, 30; July 1, 7-8, 14-16, 18-23, 25-30; August 1-6, 2023.

The Applicant is requesting a Class LB (Limited Beer and Wine Only) Liquor License, which allows the sale of beer and wine by the glass for consumption on the premises on the dates of the event by civic, charitable, fraternal, educational, patriotic, festival, and/or religious organizations on premises in nonresidential locations with the following conditions: (1) Each license may only be issued for a maximum period of 60 days; (2) The qualified organization has been in active and continuous existence for a period of one year prior to the date of making the application, or is incorporated under the laws of the State of Illinois will be eligible to receive a "Limited" license; and (3) No organization shall be issued more than three "Limited" licenses in any twelve-month period. If the License is approved, the License will be the Applicant's second Class LB license issued to the organization within the past 12 months.

On March 14, 2023, the Liquor Commission voted to positively recommend the License to Council as requested and presented above. All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GFOUPS/INTEFESTED PEFSONS CONTACTED: In accordance with City Code, on February 5, 2023, a public notice was published in *The Pantagraph*. 56 notices were mailed to properties within 500 feet of the applicant's property.

FINANCIAL IMPACT: The current 60-day license fee for a Class LB liquor license is \$100 for the first day and \$50 per subsequent day up to \$500 for a total of \$600, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2024 Proposed Budget Book titled "Budget Overview & General Fund" on page 125. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 8B Application](#)

[CLK 8C DRAFT Minutes](#)

April 4, 2023

City Clerk Requirement Verification Memo

To: City Council Review

Re: Legal Name: The Board of Trustees of Illinois State University

D/B/A Name: Illinois Shakespeare Festival

Dear Reviewer,

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

- Certificate of Liability Insurance
- Liquor Bond in the amount of \$2,000
- Food and Beverage Tax Form
- Amusement Tax Form

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

Respectfully,

Ashley Lara
Records & Licensing Specialist



Application for Class "L" Limited Liquor License

Events for Civic, Service, Charitable, Fraternal or Social Organization, Group or Entity

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

Legal Entity Name (Corporate/LLC Name)	The Board of Trustees of Illinois State University
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	
Legal Entity Address (including City, State, and Zip)	201 S. School Street, Campus Box 1010, Normal, IL
Legal Entity Phone Number	(309) 438-8999
Legal Entity Email Address	generalcounsel@ilstu.edu
Establishment Address including Zip	Campus Box 5700, Normal, IL 61790
Establishment Phone Number	(309) 438-8785
Establishment Email Address	Lmvala@ilstu.edu
*Email Address for ALL City Communications:	Lmvala@ilstu.edu

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

Below Please List Those Responsible for Licensing the Event & Attending the Liquor Commission Meeting

Primary Contact: (A current member, officer or director of the organization, group or entity in charge of event.)

Name (First & Last)	City	State	Zip
Derek Munson	Normal	IL	61790
Phone Number	Email Address		

Secondary Contact: (A current member, officer or director of the organization, group or entity assisting with event.)

Name (First & Last)	City	State	Zip
Lauren Palmer	Normal	IL	61790
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
Laura Gossett	Normal	IL	61790
Phone Number	Email Address		

EVENT INFORMATION

Name of Event	Illinois Shakespeare Festival
Event Address	48 sunset Road, Bloomington, IL
Anticipated Number of Attendees:	7,000

Event Date(s)	Start Time(s)	End Time(s)
June 23-25; 30	5:30 PM	11:00 PM 12 AM
July 1; 7-8; 14-16; 18-23	5:30 PM	11:00 PM 12 AM
July 25-30	5:30 PM	11:00 PM 12 AM
August 1-6	5:30 PM	11:00 PM 12 AM



1. Description of the activity or event in connection with which the limited alcoholic liquor license will be utilized, specifying the nature of the proposed entertainment, if any:
The mission of the Illinois Shakespeare Festival is to produce energetic new interpretations of theatrical works, engaging audience and artist in an impassioned exploration of the human condition, with the artistry and humanity of the Shakespearean canon as our constant touchstone.
2. Description of the proposed procedures for handling the following:
 - A. Crowd control:
Front of house will be trained on crowd control, certified in first aid and CPR
 - B. Identification check:
All servers will be BASSET trained and will check IDs accordingly.
3. Classification of Limited License: ☒ LB (Beer & Wine Only) ☐ LA (All Types)
4. ☒ Yes ☐ No Is the premises within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for War Veterans, their wives or children?
5. ☒ Yes ☐ No Has the civic, service, charitable, fraternal, or social organization, group or entity applying for this license been in existence continuously for at least one year?
 - a. If so, please list Date Established: 1857
6. ☒ Yes ☐ No Is the civic, service, charitable, fraternal, or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois?
 - a. If so, please list Date Incorporated: a body, corporate and politic of the state of Illinois
7. ☒ Yes ☐ No Has the civic, service, charitable, fraternal, or social organization, group or entity seeking a Limited Alcoholic Liquor License received such a licensee within the past year?
 - a. If so, please list how many: 1

I, the undersigned, swear or affirm that:

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

Date Signed: 12/13/2022

President
Title

Terr. GossKinzg
Name (Print)



The following item was presented:

Item 5.A. Public Hearing and Action on the Request from the Board of Trustees of Illinois State University, d/b/a Shakespeare Festival, whose event will be held at the Ewing Cultural Center, located at 48 Sunset Rd., requesting a Class LB (Limited Beer and Wine Only) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe recused himself at 4:02 p.m. because of his association with Illinois State University.

Commissioner Meister opened the Public Hearing at 4:02 p.m.

Lauren Palmer, Finance & Communications Manager, and Derek Munson, Managing Director, after being sworn in, addressed the Commission. Ms. Palmer explained the nature of the event. Mr. Munson stated approximately 7,000 people have attended past events and he explained canned beer and wine would be made available from the concession area.

Commissioner Meister asked if staff would be BASSET Certified. Mr. Munson answered yes. He also stated wristbands were not used as they tended to attract an older crowd.

Commissioner Meister asked what the hours were. Ms. Palmer requested hours from 5:30 p.m. to 11:30 p.m.

George Boyle, Assistant Corporation Counsel, stated there had been no issues in the past and he had no concerns with the requested hours.

Staff had no additional concerns.

Commissioner Meister closed the public hearing at 4:07 p.m.

Commissioner Meister made a motion to positively recommend the Item to Council.

Commissioner Mwilambwe returned at 4:08 p.m.

Motion carried.

The following item was presented:

Item 5.B. Public Hearing on the Application from Miller Park Zoological Society (Applicant), Whose Special Event "Brews at the Zoo" Will Be Held at the Miller Park Zoo, Located at 1020 S. Morris Ave., is Requesting a Class LB (Limited Beer and Wine Only) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the Public Hearing at 4:09 p.m.

No representative was present on behalf of the Item.

Catherine Dunlap, Downtown Development Specialist, after being sworn in, spoke on behalf of the special event process. She stated that this was an annual event and there were no problems reported to her department in the past. Mr. Boyle agreed.

Commissioner Meister had no questions but noted they wristband at this event, so she had no concerns.

Commissioner Mwilambwe closed the Public Hearing at 4:11 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council.

Commissioner Mwilambwe directed the Clerk to call roll:



CONSENT AGENDA ITEM NO. 7.S.

FOR COUNCIL: April 10, 2023

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on a Special Event Liquor License Application from Miller Park Zoological Society, for their "Brews at the Zoo" Event to be Held at the Miller Park Zoo, Located at 1020 S. Morris Ave., Requesting a Class LB (Limited Beer and Wine Only) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

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

BACKGROUND: Miller Park Zoological Society (Applicant), will hold their annual event "Brews at the Zoo" at the Miller Park Zoo. The event will be held on June 24, 2023, from 2:00 PM to 8:00 PM. Similar to previous years, they have requested a Class LB (Limited Beer and Wine Only) Liquor License, which allows the sale of beer and wine by the glass for consumption on the premises on the dates of the event by civic, charitable, fraternal, educational, patriotic, festival, and/or religious organizations on premises in nonresidential locations with the following conditions: (1) Each license may only be issued for a maximum period of 60 days; (2) The qualified organization has been in active and continuous existence for a period of one year prior to the date of making the application, or is incorporated under the laws of the State of Illinois will be eligible to receive a "Limited" license; and (3) No organization shall be issued more than three "Limited" licenses in any twelve-month period. If approved, the License will be the Applicant's second Class LB license issued to the organization within the past 12 months.

On March 14, 2023, the Liquor Commission voted to positively recommend the License to Council as requested and presented above. All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on March 5, 2023, a public notice was published in *The Pantagraph*. No notices were mailed to adjacent properties as no establishments abutted the business.

FINANCIAL IMPACT: The current 60-day license fee for a Class LB Liquor License is \$100 for the first day and \$50 per subsequent day up to \$500 for a total of \$600, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders

can locate this in the FY 2024 Proposed Budget Book titled "Budget Overview & General Fund" on page 125. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 6B Application](#)

[CLK 6C DRAFT Minutes](#)

April 5, 2023

City Clerk Requirement Verification Memo

To: City Council Review

Re: Legal Name: Miller Park Zoological Society

D/B/A Name: Miller Park Zoological Society

Dear Reviewer,

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

- Certificate of Liability Insurance
- Proof of Good Standing in the State of IL

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

Respectfully,

Ashley Lara
Records & Licensing Specialist



Application for Class "L" Limited Liquor License

Events for Civic, Service, Charitable, Fraternal or Social Organization, Group or Entity

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

Legal Entity Name (Corporate/LLC Name)	Miller Park Zoological Society
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	Miller Park Zoological Society
Legal Entity Address (including City, State, and Zip)	1020 S Morris Ave, Bloomington, IL 61701
Legal Entity Phone Number	(309) 434-2243
Legal Entity Email Address	info@mpzoologicalsociety.org
Establishment Address including Zip	1020 S Morris Ave, Bloomington, IL 61701
Establishment Phone Number	(309) 434-2250
Establishment Email Address	pprat@mpzoologicalsociety.org
*Email Address for ALL City Communications:	pprat@mpzoologicalsociety.org

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

Below Please List Those Responsible for Licensing the Event & Attending the Liquor Commission Meeting

Primary Contact: (A current member, officer or director of the organization, group or entity in charge of event.)

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

Secondary Contact: (A current member, officer or director of the organization, group or entity assisting with event.)

Name (First & Last)	City	State	Zip
Richard Percy	Bloomington	IL	61705
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

EVENT INFORMATION

Name of Event	Brews at the Zoo
Event Address	1020 S Morris Ave, Bloomington, IL 61701
Anticipated Number of Attendees:	750

Event Date(s)	Start Time(s)	End Time(s)
June 24, 2023	2 pm	8 pm



1. Description of the activity or event in connection with which the limited alcoholic liquor license will be utilized, specifying the nature of the proposed entertainment, if any:
Ticketed event for guests 21 and over. Each guest receives food and drink tickets when admitted to the event. Tickets are exchanged for small sample portions at booths throughout the event space (Miller Park Zoo). Entertainment will include Zookeeper talks and live musical entertainers at two small stages within the event space (individual or duet performers).
2. Description of the proposed procedures for handling the following:
 - A. Crowd control:
All guests are checked in at the main zoo entrance (single entry point). Guests remain within the 4 acre zoo area.
 - B. Identification check:
All guests are allowed to enter after their ID is checked and they prove to be 21 or over.
3. Classification of Limited License: ☒ LB (Beer & Wine Only) ☐ LA (All Types)
4. ☐ Yes ☒ No Is the premises within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for War Veterans, their wives or children?
5. ☒ Yes ☐ No Has the civic, service, charitable, fraternal, or social organization, group or entity applying for this license been in existence continuously for at least one year?
 - a. If so, please list Date Established: 1931
6. ☒ Yes ☐ No Is the civic, service, charitable, fraternal, or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois?
 - a. If so, please list Date Incorporated: 11/24/1959
7. ☒ Yes ☐ No Has the civic, service, charitable, fraternal, or social organization, group or entity seeking a Limited Alcoholic Liquor License received such a licensee within the past year?
 - a. If so, please list how many: 1

I, the undersigned, swear or affirm that:

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

Date Signed: 02-03-2023

Development Director

Title

Paula Pratt

Name (Print)

Signature

SPECIAL EVENT PERMIT

BREWS AT THE ZOO

DATE: JUNE 24, 2023

TIME: 5 PM TO 9 PM

Date Prepared: January 25, 2023

SPONSORING ORGANIZATION(S): Miller Park Zoological Society

CONTACT PERSON: Paula Pratt

PHONE NO.: [REDACTED]

EMAIL: ppratt@mpzoologicalsociety.org

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: Yes

HOLD HARMLESS: Yes

NATURE OF EVENT: Beer and food sampling during a ticketed, age 21 and over at the Miller Park Zoo.

TRAFFIC CONTROL ARRANGEMENTS: None

POLICE: N/A

PUBLIC WORKS WILL PROVIDE THE FOLLOWING: N/A

LIQUOR: Each business that intends to sell/serve liquor outside of their original approved premise must contact the City Clerk Department at (309) 434-2509 ext. 6 to obtain the correct application and information needed. All special events approved for liquor are required to comply with the provisions of Bloomington City Code Chapter 6, Section 133D. If approved, the organizer must obtain the required certificates or permits before the special event.

For **recurring special events**, the Liquor Commissioner (Mayor) may consider the request and approve, deny, or approve with conditions without the need for a public hearing. A recurring event is defined as (i) an event that has occurred in two or more consecutive years and is held by the same event organizers; (ii) an event where there are no substantial changes from previous years; (iii) the organizer has obtained a Special Event Permit; and (iv) there were no previous violation, enforcement or public safety issues or concerns.

For special events that do not qualify as recurring special events, the organizer will be scheduled to appear at a public hearing before the Liquor Commission to provide details to the Commissioners regarding the event. **The organizer must attend this meeting.** The Liquor Commission has the authority to approve, deny, or approve requests with conditions.

AMERICANS WITH DISABILITIES ACT CONSIDERATIONS: The event organizer will provide reasonable accommodations in making their event accessible to those with disabilities. This includes, but is not limited to providing ADA-compliant bathrooms or porta-potties, providing access to food and beverage, designating walkways or aisles at least five feet wide, allowing service animals, and having access to or providing designated ADA parking. Please adhere to state ADA guidelines, <https://www.illinoisattorneygeneral.gov/rights/disabilityrights.html>. Here is an

SPECIAL EVENT PERMIT

additional resource to aid event organizers make their events more ADA accessible, <https://adata.org/guide/planning-guide-making-temporary-events-accessible-people-disabilities>

ORGANIZER RESPONSIBILITIES:

1. The event organizer will need to appear before the Liquor Commission to have their request considered. The City Clerk will provide the organizer a date of their hearing.
2. If using a stage with portable audiovisual rigging, the event organizer must provide the City of Bloomington's Economic Development Division a copy of the certification from the Entertainment Technician Certification Program operated by the Entertainment Services and Technology Association for the person(s) doing the work prior to the event. Failure to meet this responsibility will result in the revocation of your special event permit. This certification must be received no later than one week prior to the event.
3. The organizer is in charge of all garbage and recycle collection and disposal. Ensure that the area is returned to the same condition it was in prior to the event.
4. Provide security/volunteers so that adequate safety is in place for alcohol consumption in the event area.
5. No alcohol shall be allowed to leave the event area.

CANCELLATION POLICY: If you need to cancel your event, please call the Bloomington Police non-emergency number at 309-820-8888 at least 2 hours prior to your event. They will notify the appropriate department staff. The more advance notice you can provide helps the staff considerably.

FOR OFFICE USE ONLY

Notes: _____

DISTRIBUTION LIST	
Tim Gleason, City Manager	Billy Tyus, Deputy City Manager
Amanda Stutsman, City Clerk Department	Kevin Kothe, Public Works
Shelly Perry, Connect Transit	Phil Allyn, Traffic Engineer, Public Works
Melissa Hon, Economic & Community Development	Darwin Miles, Public Works
Catherine Dunlap, Economic & Community Development	Craig Shonkwiler, Engineer, Public Works
Hannah Horn, Economic & Community Development	Ashley Lara, City Clerk Dept.
Russ Waller, Facilities	Troy Olson, Public Works
Chris McAllister, Economic & Community Development	Colleen Winterland, Public Works
Chief Eric West, Fire Department	Brett Lueschen, Water Division
Linda Foutch, McLean County Health Dept.	Shawn Moore, Public Works
Bob Moews, Parks & Recreation	Katherine Murphy, Communications Director
Dave Lamb, Parks & Recreation	Asst. Chief Ken Bays, Police Dept.
George Boyle, Legal	Asst. Chief Paul Williams, Police Dept.
Shannon Prewitt, Public Works	Jeremy Martinez, Public Works

The following item was presented:

Item 5.B. Public Hearing on the Application from Miller Park Zoological Society (Applicant), Whose Special Event "Brews at the Zoo" Will Be Held at the Miller Park Zoo, Located at 1020 S. Morris Ave., is Requesting a Class LB (Limited Beer and Wine Only) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the Public Hearing at 4:09 p.m.

No representative was present on behalf of the Item.

Catherine Dunlap, Downtown Development Specialist, after being sworn in, spoke on behalf of the special event process. She stated that this was an annual event and there were no problems reported to her department in the past. Mr. Boyle agreed.

Commissioner Meister had no questions but noted they wristband at this event, so she had no concerns.

Commissioner Mwilambwe closed the Public Hearing at 4:11 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council.

Commissioner Mwilambwe directed the Clerk to call roll:

MINUTES
LIQUOR COMMISSION - REGULAR SESSION
TUESDAY, MARCH 14, 2023, 4:00 P.M.
Page 2 of 5

AYES: Meister, Mwilambwe

Motion carried.



CONSENT AGENDA ITEM NO. 7.T.

FOR COUNCIL: April 10, 2023

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on a Change of Ownership Application from SMOKQUE, Inc., d/b/a Brass Pig Smoke & Ale House, Located at 602 N. Main St., Holding a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Change of Ownership be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: SMOKQUE, Inc., d/b/a Brass Pig Smoke & Ale House (Applicant), located at 602 N. Main St., holds a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License. The City Code requires changes in ownership of more than 5% be approved by the Liquor Commission. The ownership structure changes are reflected below:

Current Ownership Structure: John Solberg, 34%; John Van Bragt, 33%; Tyler Holloway, 33%
Proposed Ownership Structure: John Solberg, 50%; Tyler Holloway, 50%

On March 14, 2023, the Liquor Commission voted to positively recommend the Change of Ownership to Council as requested and presented above. All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on March 5, 2023, a public notice was published in *The Pantagraph*. 15 notices were mailed to properties adjacent to the applicant property.

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

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 5B Application](#)

[CLK 5C DRAFT Minutes](#)

April 4, 2023

City Clerk Requirement Verification Memo

To: City Council Review

Re: Legal Name: SMOKQUE, Inc

D/B/A Name: Brass Pig Smoke & Ale House

Dear Reviewer,

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

- Articles of Incorporation
- Proof of Good Standing with the State of IL
- Minutes of a Shareholder Meeting
- Lease
- Food & Beverage Tax Form
- Certificate of Registration for IL Business Tax
- Floor Plan

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

Respectfully,

Ashley Lara
Records & Licensing Specialist

Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	SMOKQUE INC.
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	BRASS PIG SMOKE & ALE HOUSE
Legal Entity Address <i>(including City, State, and Zip)</i>	602 N. MAIN STREET, BLOOMINGTON, IL. 61701
Legal Entity Phone Number	309-585-2978
Legal Entity Email Address	BNBEERDUDE@MSN.COM
Establishment Address including Zip	602 N. MAIN STREET, BLOOMINGTON, IL. 61701
Establishment Phone Number	309-585-2978
Establishment Email Address	BRASSPIGSMOKHOUSE@GMAIL.COM
*Email Address for <u>ALL</u> City Communications:	BNBEERDUDE@MSN.COM

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
TYLER HOLLOWAY	BLOOMINGTON	IL	61704
Phone Number	Email Address		
	BNBEERDUDE@MSN.COM		

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

Name (First & Last)	City	State	Zip
JERRY RAYMER	NORMAL	IL	61761
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
JOHN SOLBERG	NORMAL	IL	61761
Phone Number	Email Address		

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

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

Liquor License Fee Chart (cont.)

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

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

Status of Business Information:

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

☐ **Sole Proprietorship**

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

☐ **Limited Liability Company (LLC)**

☒ **Corporation** (Inc. or Corp.)

A copy of the Articles of Organization must be attached.

A copy of the Articles of Incorporation must be attached.

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

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

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

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

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

☒ Yes ☐ No Are citizens of the United States.

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

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

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

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

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

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

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

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



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

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) RESTAURANT
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RBP
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☒ Yes ☐ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: WE ALREADY HAVE ONE WE ARE CHANGING OFFICERS IN THE CORPORATION
- If approved, how would the liquor license benefit the City and its residents? SO WE CAN CONTINUE TO DO A VIBRANT BUSINESS OFFERING THE COMMUNITY SOMETHING
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* FOOD, MERCHANDISE
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	11AM	1AM
Tuesday:	11AM	1AM
Wednesday:	11AM	1AM
Thursday:	11AM	1AM
Friday:	11AM	2AM
Saturday:	9AM	2AM
Sunday:	9AM	1AM
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) MIXED, MOSTLY COMMERCIAL
 - If there are office or commercial buildings nearby, approximately what are their hours of operation? SOME ARE THE SAME AS OURS. SOME OPEN EARLIER SOME OPEN LATER NO
 - Is the area predominately residential, are they single or multi-family homes? NO
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) MAIN, MULBERRY & CENTER DOWNTOWN BLOOMINGTON
- How much additional traffic is expected to be generated with a liquor license? AS MUCH AS WE HAVE ALREADY BEEN DOING
- Describe any and all on- and off-street parking: 9 OFF STREET THE REST CITY 90 MINUTE PARKING THROUGHOUT DOWNTOWN BLOOMINGTON
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 8

**Responsibility:**

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

Please provide any additional information significant to this application:

Additional License Interests:

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

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

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

I, the undersigned, swear or affirm that:

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

TYLER HOLLOWAY

PRESIDENT

Name (Please Print)

Title

02/05/2023

Signature

Date

02/08/2023

To Whom It May Concern,

This letter is to inform The City of Bloomington, Illinois

Of a change of stockholders in Smokque Inc. DBA/ Brass Pig
Smoke & Ale House. The Corporate Officers are as follows:

Tyler Holloway – President, 50% Stockholder, Age 54

[REDACTED]

John Solberg – Secretary, 50% Stockholder, Age 37

[REDACTED]

We had another partner who has sold his shares that is
Detailed in the Buy/Sell Agreement.

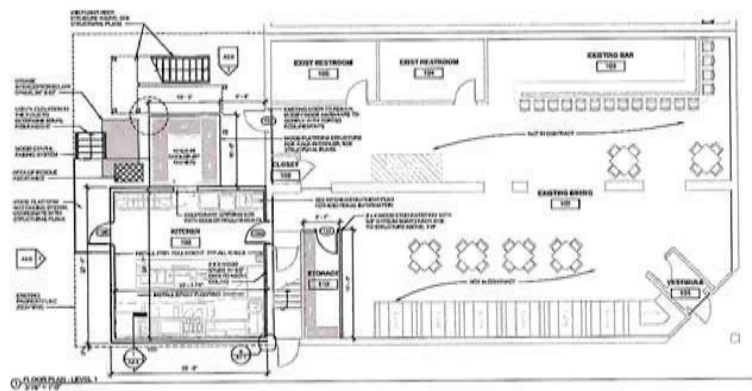
Thank you, Sincerely,

[REDACTED]

TYLER HOLLOWAY -PRESIDENT

JOHN SOLBERG - SECRETARY

JOHN VAN BRAGT (FORMER PARTNER)



FLOOR PLAN NOTES

1. ALL WALLS SHALL BE CONCRETE OR BRICK.
2. ALL FLOORS SHALL BE CONCRETE OR BRICK.
3. ALL CEILING SHALL BE CONCRETE OR BRICK.
4. ALL ROOF SHALL BE CONCRETE OR BRICK.
5. ALL EXTERIOR WALLS SHALL BE CONCRETE OR BRICK.
6. ALL EXTERIOR ROOF SHALL BE CONCRETE OR BRICK.
7. ALL EXTERIOR FLOOR SHALL BE CONCRETE OR BRICK.
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10. ALL EXTERIOR FLOOR SHALL BE CONCRETE OR BRICK.
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17. ALL EXTERIOR CEILING SHALL BE CONCRETE OR BRICK.
18. ALL EXTERIOR ROOF SHALL BE CONCRETE OR BRICK.
19. ALL EXTERIOR FLOOR SHALL BE CONCRETE OR BRICK.
20. ALL EXTERIOR CEILING SHALL BE CONCRETE OR BRICK.

REFLECTED CEILING PLAN NOTES

1. ALL CEILING SHALL BE CONCRETE OR BRICK.
2. ALL FLOORS SHALL BE CONCRETE OR BRICK.
3. ALL CEILING SHALL BE CONCRETE OR BRICK.
4. ALL ROOF SHALL BE CONCRETE OR BRICK.
5. ALL EXTERIOR WALLS SHALL BE CONCRETE OR BRICK.
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16. ALL EXTERIOR FLOOR SHALL BE CONCRETE OR BRICK.
17. ALL EXTERIOR CEILING SHALL BE CONCRETE OR BRICK.
18. ALL EXTERIOR ROOF SHALL BE CONCRETE OR BRICK.
19. ALL EXTERIOR FLOOR SHALL BE CONCRETE OR BRICK.
20. ALL EXTERIOR CEILING SHALL BE CONCRETE OR BRICK.

WORKBENCH
 1011 NORTH ST.
 ALBANY, NY 12207-0001
 518-486-1111
 1-800-486-1111

ISSUED FOR PERMIT

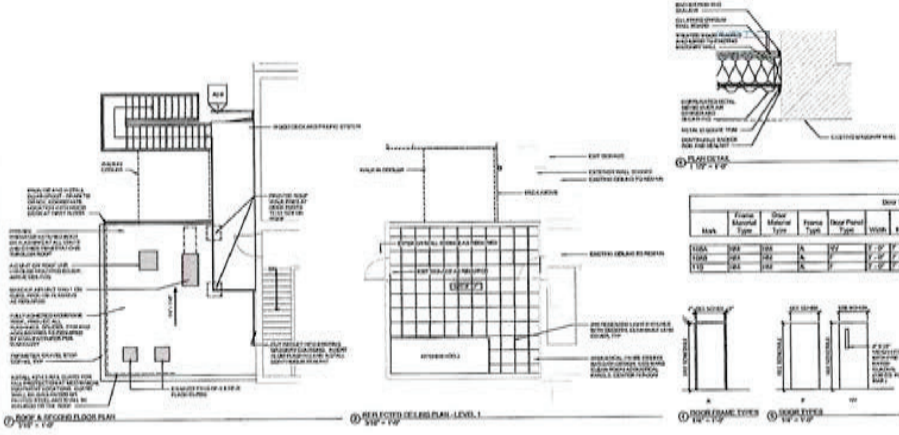
PROJECT
 KITCHEN ADDITION
 1011 NORTH ST.
 ALBANY, NY 12207-0001

CLIENT
 THE HOLLOWAY

04.16.2019

A1.1

FLOOR PLANS & DETAILS



Door Schedule									
Mark	Material	Door Type	Frame Type	Door Panel	Width	Height	Door Size	Comments	
101	001	001	001	001	3'-0"	7'-0"	3'-0" x 7'-0"	KITCHEN DOOR	
102	001	001	001	001	3'-0"	7'-0"	3'-0" x 7'-0"	DINING DOOR	
103	001	001	001	001	3'-0"	7'-0"	3'-0" x 7'-0"	LIVING DOOR	
104	001	001	001	001	3'-0"	7'-0"	3'-0" x 7'-0"	ENTRY DOOR	
105	001	001	001	001	3'-0"	7'-0"	3'-0" x 7'-0"	CLOSET DOOR	
106	001	001	001	001	3'-0"	7'-0"	3'-0" x 7'-0"	STORAGE DOOR	

DOOR SCHEDULE - NOTES

1. ALL DOORS SHALL BE CONCRETE OR BRICK.
2. ALL FLOORS SHALL BE CONCRETE OR BRICK.
3. ALL CEILING SHALL BE CONCRETE OR BRICK.
4. ALL ROOF SHALL BE CONCRETE OR BRICK.
5. ALL EXTERIOR WALLS SHALL BE CONCRETE OR BRICK.
6. ALL EXTERIOR ROOF SHALL BE CONCRETE OR BRICK.
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19. ALL EXTERIOR FLOOR SHALL BE CONCRETE OR BRICK.
20. ALL EXTERIOR CEILING SHALL BE CONCRETE OR BRICK.

AYES: Meister, Mwilambwe

Motion carried.

The following item was presented:

Item 5.C. Public Hearing and Action on an Application from SMOKQUE, Inc., d/b/a Brass Pig Smoke & Ale House, Located at 602 N. Main St., Requesting Approval of a Change of Ownership for Their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the Public Hearing at 4:12 p.m.

Tyler Holloway, Owner, after being sworn in, addressed the Commission. He explained that one of the partners did not want to remain a partner after about a year of being in business. He said they will remove the third partner, John Van Bragt, from the ownership.

Commissioner Mwilambwe asked if there were any planned changes to the business. Mr. Holloway said no; they plan to keep everything "as is".

Mr. Boyle had no concerns from the Legal Department.

Commissioner Mwilambwe closed the Public Hearing at 4:14 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council.

Commissioner Mwilambwe directed the Clerk to call roll:

AYES: Meister, Mwilambwe

Motion carried.

The following item was presented:

Item 5.D. Public Hearing and Action on an Application from ARV Cuisine, LLC, d/b/a Bloom Bawarchi 2.0, Located at 503 N. Prospect Rd., Unit 103-4, Requesting Approval of the Change of Ownership for Their Class RAPS (Restaurant, All Types of Alcohol, with Package and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the Public Hearing at 4:15 p.m.

R Shekar Reddy Venumudala, Applicant, and Rakshith Reddy Venumudala, Owner, after being sworn in, address the Commission. Mr. Venumudala explained that business was exceptional. He stated he was looking to branch out to other industries, so his brother would take over. He then explained no changes would be made.

Mr. Boyle had no concerns from the Legal Department.

Commissioner Mwilambwe opened the Public Hearing at 4:17 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council.

Commissioner Mwilambwe directed the Clerk to call roll:

AYES: Meister, Mwilambwe

Motion carried.

The following item was presented:



CONSENT AGENDA ITEM NO. 7.F.

ROU COF NCIL: April 10, 2023

WAUD IMPACTED: Ward 8

SFBJECT: Consideration and Action on a Change of Ownership Application from ARV Cuisine, LLC, d/b/a Bloom Bawarchi 2.0, Located at 503 N. Prospect Rd., Unit 103-4, Holding a Class RAPS (Restaurant, All Types of Alcohol, with Package and Sunday Sales) Liquor License, as requested by the City Clerk Department.

UECOMMENDED MOTION: The proposed Change in Ownership be approved.

STUATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STUATEGIC PLAN SIGNIRICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGUOF ND: ARV Cuisine, LLC, d/b/a Bloom Bawarchi 2.0, holds a Class RAPS (Restaurant, All Types of Alcohol, with Package and Sunday Sales) Liquor License and is currently owned and operated by Rakshith Reddy Venumudala. His brother, R. Shekar Reddy Venumudala (Applicant) plans to purchase the business and is requesting the same classification of liquor license as currently held. The City Code requires changes in ownership of more than 5% be approved by the Liquor Commission. The ownership structure changes are reflected below:

Current Ownership Structure: Rakshith Reddy Venumudala, 100%.

Proposed Ownership Structure: R. Shekar Reddy Venumudala, 100%.

On March 14, 2023, the Liquor Commission voted to positively recommend the Change in Ownership to Council as requested and presented above. All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

COMMF NITY GUOF PS/INTEUESTED PEUSONS CONTACTED: In accordance with City Code, on March 5, 2023, a public notice was published in *The Pantagraph*. 154 notices were mailed to properties adjacent to the applicant's property.

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

AMEUCAN UESCFE PLAN RFNDING IMPACT: N/A

COMMF NITY DEVELOPMENT IMPACT: This request meets the following goals and

objectives of the Bloomington Comprehensive Plan 2035: Goal ED-1 Ensure a broad range of employment opportunities for all residents. ED-1.1 Focus on retention and expansion of existing businesses; Objective ED-1.1 Focus on retention and expansion of existing businesses

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 4B Application](#)

[CLK 4C DRAFT Minutes](#)

April 4, 2023

City Clerk Requirement Verification Memo

To: City Council Review

Re: Legal Name: ARV Cuisine, LLC

D/B/A Name: Bloom Bawarchi

Dear Reviewer,

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

- A Lease
- Articles of Organization
- Articles of Amendment
- Sales and Use Tax Documents
- Package Liquor Tax Form
- Personal Financial Statement
- BASSET Certificates
- Business Purchase Agreement
- Certificate of Liability Insurance (DRAM Shop)
- Liquor Bond in the amount of \$2,000
- Bloomington/Normal Food and Beverage Tax Registration Form
- Floor Plan
- Proof of Good Standing with the State of IL

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

Respectfully,

Ashley Lara

Records & Licensing Specialist

Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	ARV Cuisine, LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Bloom Bawarchi V2.0
Legal Entity Address <i>(including City, State, and Zip)</i>	503 N Prospect Rd., Ste. 103 & 104, Bloomington, IL
Legal Entity Phone Number	309-277-3678
Legal Entity Email Address	bloombawarchi2020@gmail.com
Establishment Address including Zip	503 N Prospect Rd., Ste. 103 & 104, Bloomington, IL
Establishment Phone Number	309-277-3678
Establishment Email Address	bloombawarchi2020@gmail.com
*Email Address for <u>ALL</u> City Communications:	bloombawarchi2020@gmail.com

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
R Shekar Reddy Venumudala	Bloomington	IL	61701
Phone Number	Email Address		
	bloombawarchi2020@gmail.com		

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

Name (First & Last)	City	State	Zip
Carrie L. Haas	Bloomington	IL	61701
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

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

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

Liquor License Fee Chart (cont.)

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

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

Status of Business Information:

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

☐ Sole Proprietorship

☒ Limited Liability Company (LLC)

A copy of the Articles of Organization must be attached.

☐ Partnership (Date of Formation: _____)

☐ Corporation (Inc. or Corp.)

A copy of the Articles of Incorporation must be attached.

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

3. ☐ Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____

☒ No

☐ N/A

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

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

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

☐ Yes ☒ No Are citizens of the United States.

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

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

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

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

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

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

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

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



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

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RAP S
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☒ Yes ☐ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☒ Yes ☐ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: change of ownership
- If approved, how would the liquor license benefit the City and its residents? High quality dining establishment
- ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* Food Sales
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	11:00 am	1:00 am
Tuesday:	closed	closed
Wednesday:	11:00 am	1:00 am
Thursday:	11:00 am	1:00 am
Friday:	11:00 am	2:00 am
Saturday:	11:00 am	2:00 am
Sunday:	11:00 am	1:00 am
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) commercial
 - If there are office or commercial buildings nearby, approximately what are their hours of operation? Yes, hours vary
 - Is the area predominately residential, are they single or multi-family homes? No
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) change of ownership - see prior application
- How much additional traffic is expected to be generated with a liquor license? No additional traffic expected as this is a change of ownership application
- Describe any and all on- and off-street parking: Same as described in its original application for a liquor license as this is a change of owner
- How many establishments with liquor licenses are located within 500 ft. of the establishment? One

**Responsibility:**

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

Please provide any additional information significant to this application:

Additional License Interests:

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

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

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

I, the undersigned, swear or affirm that:

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

R Shekar Reddy Venumudala

Name (Please Print)

Owner

Title

02-14-23

Date

Signature

January 24, 2023

To Whom It May Concern,

In accordance with section 6-102 of the City of Bloomington Municipal Code ("Code"), please let this letter serve as signed written notification to the City that ARV Cuisine LLC d/b/a Bloom Bawarci at 503 N. Prospect Rd., Suites 103 and 104, Bloomington, Illinois 61704 requesting approval of an ownership change. The proposed change of ownership is as set forth below:

100% of the Company's membership interest from Rakshith Reddy Venumudala to R. Shekar Reddy Venumudala.

In further compliance with section 6-102 of the Code, ARV Cuisine LLC will be submitting an application in the form provided by the City requesting approval of the change. Should you have any questions, please contact ARV Cuisine's counsel, Carrie Haas of Dunn Law Firm LLP at 309-828-6241 or clh@dunnlaw.com.

BY: _____

Rakshith Reddy Venumudala

BY: _____

R. Shekar Reddy Venumudala

AYES: Meister, Mwilambwe

Motion carried.

The following item was presented:

Item 5.C. Public Hearing and Action on an Application from SMOKQUE, Inc., d/b/a Brass Pig Smoke & Ale House, Located at 602 N. Main St., Requesting Approval of a Change of Ownership for Their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the Public Hearing at 4:12 p.m.

Tyler Holloway, Owner, after being sworn in, addressed the Commission. He explained that one of the partners did not want to remain a partner after about a year of being in business. He said they will remove the third partner, John Van Bragt, from the ownership.

Commissioner Mwilambwe asked if there were any planned changes to the business. Mr. Holloway said no; they plan to keep everything "as is".

Mr. Boyle had no concerns from the Legal Department.

Commissioner Mwilambwe closed the Public Hearing at 4:14 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council.

Commissioner Mwilambwe directed the Clerk to call roll:

AYES: Meister, Mwilambwe

Motion carried.

The following item was presented:

Item 5.D. Public Hearing and Action on an Application from ARV Cuisine, LLC, d/b/a Bloom Bawarchi 2.0, Located at 503 N. Prospect Rd., Unit 103-4, Requesting Approval of the Change of Ownership for Their Class RAPS (Restaurant, All Types of Alcohol, with Package and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the Public Hearing at 4:15 p.m.

R Shekar Reddy Venumudala, Applicant, and Rakshith Reddy Venumudala, Owner, after being sworn in, address the Commission. Mr. Venumudala explained that business was exceptional. He stated he was looking to branch out to other industries, so his brother would take over. He then explained no changes would be made.

Mr. Boyle had no concerns from the Legal Department.

Commissioner Mwilambwe opened the Public Hearing at 4:17 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council.

Commissioner Mwilambwe directed the Clerk to call roll:

AYES: Meister, Mwilambwe

Motion carried.

The following item was presented:



CONSENT AGENDA ITEM NO. 7.F.

ROU COLNCIW April 10, 2023

P AUD IMBACTED: Ward 7

SLJKECT: Consideration and Action on an Application from Super Rajal, LLC, d/b/a Hampton Inn, Located at 906 Maple Hill Rd., Requesting Creation of a Class PBS (Beer and Wine Only, with Package and Sunday Sales) Liquor License, as requested by the City Clerk Department.

UECOMMENDED MOTION: The proposed License be approved.

STUATEGIC BWAN WNY:

Goal 3. Grow the Local Economy

STUATEGIC BWAN SIGNIRICANCE:

Objective 3a. Retention and growth of current local businesses

JACYGUOLND: Super Rajal, LLC, d/b/a Hampton Inn (Applicant), located at 906 Maple Hill Rd., is requesting a Class PBS (Beer and Wine Only, with Package and Sunday Sales) Liquor License. Per discussions with the Applicant at Liquor Commission, alcohol will be kept in a locked location within their snack area. Guests will present their ID and purchase alcohol at the hotel's front desk.

On March 14, 2023, the Liquor Commission voted to positively recommend creation of the new License to Council as requested and presented above. All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

COMMLNIT/ GUOLBSVINTEUESTED BEUSONS CONTACTED: In accordance with City Code, on March 5, 2023, a public notice was published in *The Pantagraph*. 96 notices were mailed to properties within 500 feet of the applicant's property.

RINANCIAWIMBACT: The current annual license fee for a Class PBS Liquor License is \$1,600, will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 132. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, Food and Beverage Tax and Package Liquor Tax.

AMEUICAN UESCLE BWAN RLNDING IMBACT: N/A

COMMLNIT/ DEFEBOBMENT IMBACT: This request meets the following goals and objectives of the Jloomington Comprehensive Blan 2035: Goal ED-1 Ensure a broad range of employment opportunities for all residents. ED-1.1 Focus on retention and expansion of existing businesses; Objective ED-1.1 Focus on retention and expansion of existing businesses

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 3B Application](#)

[CLK 3C DRAFT Minutes](#)

April 4, 2023

City Clerk Requirement Verification Memo

To: City Council Review

Re: Legal Name: Super Rajal, LLC

D/B/A Name: Hampton Inn

Dear Reviewer,

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

- Package Liquor Tax Form
- Food & Beverage Tax Form
- Mortgage/Billing Statement
- Financial Statements
- Certificate of Business Registration for State of IL
- List of Owners
- Articles of Organization
- Certificate of Good Standing with the State of IL
- Floor Plan

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

Respectfully,

Ashley Lara
Records & Licensing Specialist

Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Super Rajal LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Hampton Inn
Legal Entity Address <i>(including City, State, and Zip)</i>	906 Maple Hill Road, Bloomington, IL 61705
Legal Entity Phone Number	3098293700
Legal Entity Email Address	Kpatel03@yahoo.com
Establishment Address including Zip	906 Maple Hill Road, Bloomington IL 61705
Establishment Phone Number	3098293700
Establishment Email Address	paige.hadsall@hilton.com
*Email Address for <u>ALL</u> City Communications:	kpatel03@yahoo.com

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Kamlesh Patel	Bloomington	IL	61705
Phone Number	Email Address		
[REDACTED]	kpatel03@yahoo.com		

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

Name (First & Last)	City	State	Zip
Kamlesh Patel	Bloomington	IL	61705
Phone Number	Email Address		
[REDACTED]	kpatel03@yahoo.com		

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

Name (First & Last)	City	State	Zip
Paige Hadsall	Bloomington	IL	61705
Phone Number	Email Address		
[REDACTED]	Paige.Hadsall@hilton.com		

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

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
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Liquor License Fee Chart (cont.)

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TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

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

Status of Business Information:

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

☐ **Sole Proprietorship**

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

☒ **Limited Liability Company (LLC)**

☐ **Corporation** (Inc. or Corp.)

A copy of the Articles of Organization must be attached.

A copy of the Articles of Incorporation must be attached.

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

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

☐ N/A

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

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

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

☒ Yes ☐ No Are citizens of the United States.

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

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

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

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

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

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

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

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



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

Nature of License:

- What type of establishment is intended to be operated with this license? (*e.g. lounge, tavern, restaurant, wine & cheese shop*) Hilton TREATS pantry. Small selection of snacks and drinks for guests to purchase
- What class of liquor license is being sought? (*See descriptions beginning on page 1.*) MB PB
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (*Package License Holders Only*)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
 A requirement for Hilton that we have a TREATS center and offer snacks and drinks (including beer &
- If approved, how would the liquor license benefit the City and its residents? _____
 Our Hilton property on the west side provides consistent tax revenue to the city
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
- ☐ Yes ☒ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
 Hotel occupancy charges
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	4pm	11pm
Tuesday:	4pm	11pm
Wednesday:	4pm	11pm
Thursday:	4pm	11pm
Friday:	4pm	11pm
Saturday:	4pm	11pm
Sunday:	4pm	11pm
- Describe the surrounding neighborhood within 500 ft. of the establishment (*e.g. residential, commercial, mixed, etc.*)
 large income-based apartment complex located adjacent to hotel. Also other hotels & restaurants
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
 24 hrs
 - Is the area predominately residential, are they single or multi-family homes?
 a large 396 unit income based apartment complex is directly adjacent to the hotel
- Describe any and all streets immediately surrounding the establishment: (*e.g. approximate width, one-way, two-way, parking restrictions, etc.*)
 Maple hill Road is a generally quiet 2 lane road
- How much additional traffic is expected to be generated with a liquor license?
 no additional automobile traffic, though foot traffic from the apartments will most likely increase from
- Describe any and all on- and off-street parking:
 we have a parking lot
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 2 or 3

Responsibility:

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

Please provide any additional information significant to this application:

Additional License Interests:

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

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

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

I, the undersigned, swear or affirm that:

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

Paige Hadsall

General Manager

Name (Please Print)

Title

02/14/23

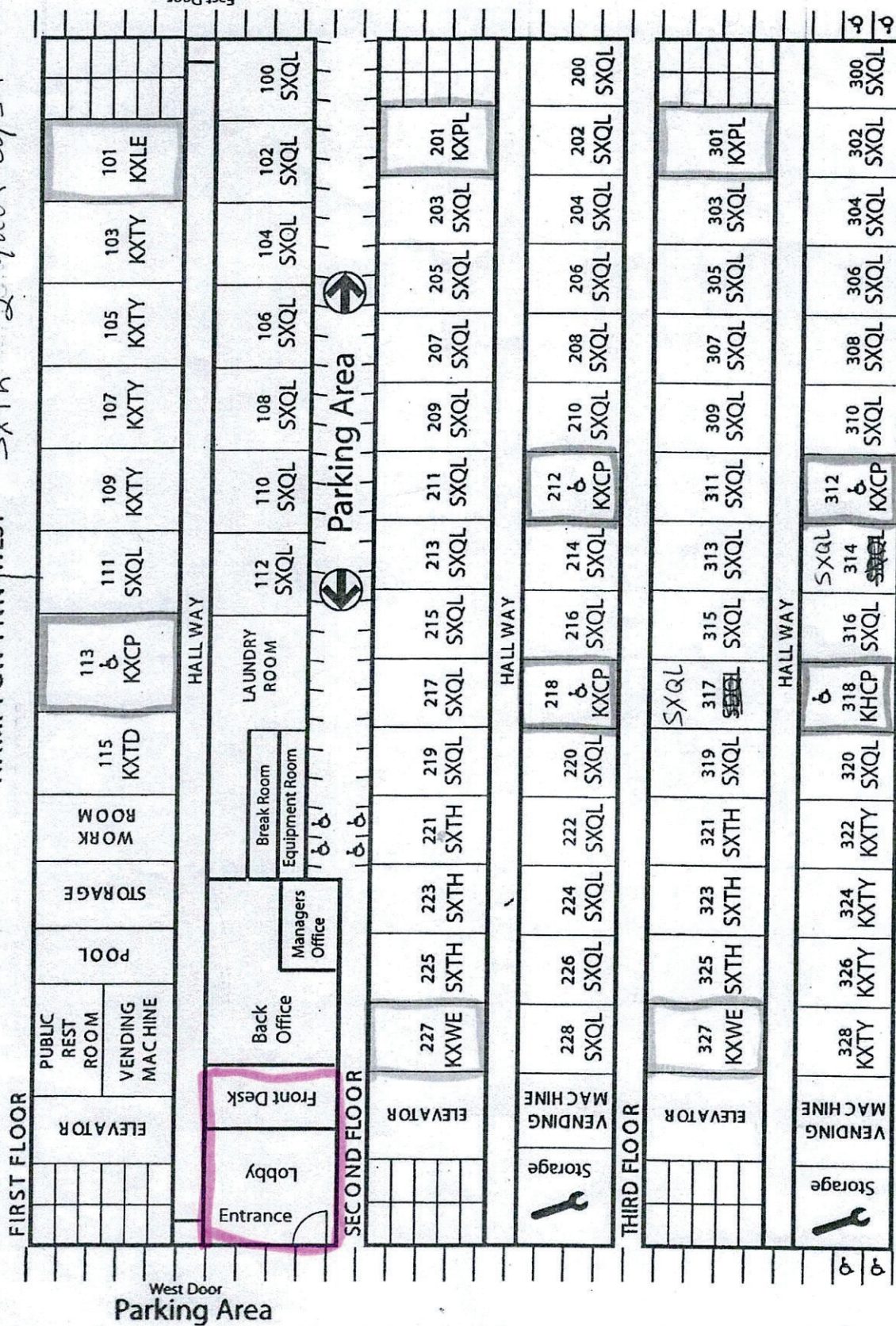
Date

Key: 5145a77d2db37250b675599b445473

Signature

SXQL - 2 Queen
KXty - King w/safabed
SXth - 2 queen w/safabed

HAMPTON INN WEST



5- handicap
113-
only roll-in
All 5 King

5 studio rooms
KXLE/KXPL / KXWE has
whirlpool tubs

Item 5.E. Public Hearing on the Application from Super Rajal, LLC, d/b/a Hampton Inn, Located at 906 Maple Hill Rd., Requesting Approval of the Creation of a Class PBS (Beer and Wine Only, with Package and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the Public Hearing at 4:19 p.m.

Paige Hadsall, General Manager, after being sworn in, addressed the Commission. Ms. Hadsall explained that because they were a Hilton Property, they were advised to offer the additional amenity of packaged beer and wine. She explained there would be 5 people in total who would sell, and they plan to become BASSET Certified upon approval.

Commissioner Meister asked what the hours of sale would be. Ms. Hadsall said they would sell between the hours of 4:00 p.m. and 10:00 p.m.

Mr. Boyle had no concerns from the Legal Department.

Commissioner Mwilambwe closed the Public Hearing at 4:22 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council.

Commissioner Mwilambwe directed the Clerk to call roll:

AYES: Meister, Mwilambwe

Motion carried.

The following item was presented:

Item 5.F. Public Hearing and Action on an Application from MCO QSR, Inc, d/b/a Froth & Fork, to be Located at 712 S. El Dorado Rd., Requesting Approval of a Change of Ownership and for a Change in Classification from a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) to a Class RAPS (Restaurant, All Types of Alcohol, with Package and Sunday Sales) Liquor License, as requested by the City Clerk Department.

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

Siva Busa, Applicant, after being sworn in, addressed the Commission. He explained that he would keep the business “as is” but planned to sell breakfast and bar food in addition to packaged liquor. He stated his hours would be 6:00 a.m. to 1:00 a.m. Sunday - Thursday and 6:00 a.m. to 2:00 a.m. Friday and Saturday. He also mentioned he owns Aroma Indian Restaurant located next door.

Mr. Boyle had no concerns from the Legal Department.

Ashley Lara, Records & Licensing Specialist, reported there was interest in a tobacco license at some point, so business would not stay the exact same.

Commissioner Mwilambwe closed the Public Hearing at 4:27 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council.

Commissioner Mwilambwe directed the Clerk to call roll:

AYES: Meister, Mwilambwe

Motion carried.



CONSENT AGENDA ITEM NO. 7.F .

ROU COLNCIW April 10, 2023

F AUD IMPACTED: Ward 8

SLBJEET: Consideration and Action on an Application from MCO QSR, Inc, d/b/a Froth & Fork, to be Located at 712 S. El Dorado Rd., Requesting Approval of a Change of Ownership and a Change in Classification from a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License to a Class RAPS (Restaurant, All Types of Alcohol, with Package and Sunday Sales) Liquor License, as requested by the City Clerk Department.

UECOMMENDED MOTION: The proposed Changes in Ownership and Classification be approved.

STUATEGIC PWAN WNK:

Goal 3. Grow the Local Economy

STUATEGIC PWAN SIGNIRICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGUOLND: Siva Busa (Applicant) is looking to purchase MCO QSR, Inc., d/b/a Legends Sports Bar & Grill, which is currently owned and operated by Craig O'Dell. Legends is located at 712 S. El Dorado Rd. and currently holds a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

The application being considered is for a change in ownership of MCO QSR, Inc., with a change in DBA (Doing Business As name) change from Legends Sports Bar & Grill to Froth & Fork. The City of Bloomington Code requires that whenever there is more than a 5% change in ownership of a corporate license holder and when a Change in Classification is requested, the changes must be approved by the Liquor Commission. The ownership structure changes are reflected below:

Current Ownership Structure: Craig O'Dell, 100%

Proposed Ownership Structure: Siva Busa, 100%

In addition, the Applicant has applied for a change in classification from Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License to a Class RAPS (Restaurant, All Types of Alcohol, with Package and Sunday Sales) Liquor License, which would add the sale of all-types of alcohol by the glass for consumption on-premises and, the sale of all-types of packaged alcohol for consumption off-premises, seven days a week.

On March 14, 2023, the Liquor Commission voted to positively recommend all the requested changes as stated above to Council. All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

COMMLNITY GUOLPS/INTEUESTED PEUSONS CONTACTED: In accordance with City Code, on

March 5, 2023, a public notice was published in *The Pantagraph*. 81 notices were mailed to properties adjacent to the Applicant's property.

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

AMEUCIAN UESCLE PWAN RLNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 2B Application](#)

[CLK 2C DRAFT Minutes](#)

April 4, 2023

City Clerk Requirement Verification Memo

To: City Council Review

Re: Legal Name: MCO QSR, Inc

D/B/A Name: Froth & Fork

Dear Reviewer,

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

- Change in Ownership Letter
- List of Owners
- Personal Financial Statement
- Contract for Sale of Stock
- Agreement for Purchase and Sale of Real Estate
- Assumed Corporate Name Adoption
- Article of Incorporation
- Registered Agent Form
- Packaged Liquor Tax Form
- Food & Beverage Tax Form
- Floor Plan

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

Respectfully,

Ashley Lara
Records & Licensing Specialist

Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	MCO QSR, INCORPORATED
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	DRUNKYARD FROTH & FORK
Legal Entity Address <i>(including City, State, and Zip)</i>	712 S ELDORADO RD, BLOOMINGTON-IL 61704
Legal Entity Phone Number	3097509333
Legal Entity Email Address	DRUNKYARDBLOOMINGTON@GMAIL.COM
Establishment Address including Zip	712 S ELDORADO RD, BLOOMINGTON-IL 61704
Establishment Phone Number	3097509333
Establishment Email Address	DRUNKYARDBLOOMINGTON@GMAIL.COM
*Email Address for ALL City Communications:	DRUNKYARDBLOOMINGTON@GMAIL.COM

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
SIVA BUSA	Normal	IL	61761
Phone Number	Email Address		
	DRUNKYARDBLOOMINGTON@GMAIL.COM		

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

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

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

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

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

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

Status of Business Information:

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

☐ Sole Proprietorship

☐ Partnership (Date of Formation: _____)

☐ Limited Liability Company (LLC)

☒ Corporation (Inc. or Corp.)

A copy of the Articles of Organization must be attached.

A copy of the Articles of Incorporation must be attached.

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

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

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

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

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

☒ Yes ☐ No Are citizens of the United States.

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

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

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

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

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

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

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

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



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

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RAP
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☒ Yes ☐ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: FOR GAMING AND BETTER SALES
- If approved, how would the liquor license benefit the City and its residents? CITY WILL BENEFITTED WITH TAX IT WILL HELP RESIDENTS
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? If yes, please explain: _____
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? If yes, what sources will such revenue be derived? food & gaming
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	6AM	1AM
Tuesday:	6AM	1AM
Wednesday:	6AM	1AM
Thursday:	6AM	1AM
Friday:	6AM	2AM
Saturday:	6AM	2AM
Sunday:	6AM	1AM
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) AROMA INDIAN RESTAURANT, RED LOBSTER & MONICAL/S PIZZA
 - If there are office or commercial buildings nearby, approximately what are their hours of operation? 11AM-10PM
 - Is the area predominately residential, are they single or multi-family homes? NO
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) TWO WAY
- How much additional traffic is expected to be generated with a liquor license? 40%
- Describe any and all on- and off-street parking: YES. PARKING LOT
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 2

**Responsibility:**

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

Please provide any additional information significant to this application:
 NONE

Additional License Interests:

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

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

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

I, the undersigned, swear or affirm that:

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

SIVA BUSA

PRESIDENT

Name (Please Print)

Title

1/30/2023

Date

Signature

List of Owners

New Business Legal & DBA Details:

Legal Name: MCO QSR, INCORPORATED

DBA: ~~DRUNKYARD~~ FROTH & FORK

Address: 712 S ELDORADO RD,
BLOOMINGTON-IL 61704

New Owner Details:

Name: Siva Busa

Age: 50 years

Percentage of ownership: 100%

Address



exit

Kitchen Area

Exit

Office Room

Restroom-1

Restroom-1

Dine In Area

Bar Counter

Bar Counter

Bar Counter

Bar Counter

Gaming Area

Main Entrance

MCO QSR INCORPORATED

~~DRUNKXRX~~ FROTH & FORK

712 S ELDORADO RD, BLOOMINGTON-IL

Item 5.E. Public Hearing on the Application from Super Rajal, LLC, d/b/a Hampton Inn, Located at 906 Maple Hill Rd., Requesting Approval of the Creation of a Class PBS (Beer and Wine Only, with Package and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the Public Hearing at 4:19 p.m.

Paige Hadsall, General Manager, after being sworn in, addressed the Commission. Ms. Hadsall explained that because they were a Hilton Property, they were advised to offer the additional amenity of packaged beer and wine. She explained there would be 5 people in total who would sell, and they plan to become BASSET Certified upon approval.

Commissioner Meister asked what the hours of sale would be. Ms. Hadsall said they would sell between the hours of 4:00 p.m. and 10:00 p.m.

Mr. Boyle had no concerns from the Legal Department.

Commissioner Mwilambwe closed the Public Hearing at 4:22 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council.

Commissioner Mwilambwe directed the Clerk to call roll:

AYES: Meister, Mwilambwe

Motion carried.

The following item was presented:

Item 5.F. Public Hearing and Action on an Application from MCO QSR, Inc, d/b/a Froth & Fork, to be Located at 712 S. El Dorado Rd., Requesting Approval of a Change of Ownership and for a Change in Classification from a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) to a Class RAPS (Restaurant, All Types of Alcohol, with Package and Sunday Sales) Liquor License, as requested by the City Clerk Department.

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

Siva Busa, Applicant, after being sworn in, addressed the Commission. He explained that he would keep the business "as is" but planned to sell breakfast and bar food in addition to packaged liquor. He stated his hours would be 6:00 a.m. to 1:00 a.m. Sunday - Thursday and 6:00 a.m. to 2:00 a.m. Friday and Saturday. He also mentioned he owns Aroma Indian Restaurant located next door.

Mr. Boyle had no concerns from the Legal Department.

Ashley Lara, Records & Licensing Specialist, reported there was interest in a tobacco license at some point, so business would not stay the exact same.

Commissioner Mwilambwe closed the Public Hearing at 4:27 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council.

Commissioner Mwilambwe directed the Clerk to call roll:

AYES: Meister, Mwilambwe

Motion carried.



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: April 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Adoption of the Fiscal Year 2024 Budget and Appropriation Ordinance, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Adoption of the FY 2024 Budget and Appropriation Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City Code requires adoption of an annual appropriation Ordinance. The proposed budget was presented to the Council on March 13, 2023. A Public Hearing was conducted on March 27, 2023. The proposed budget was made available in two budget books. The first book presents a full overview of the budget and focuses on the City's General Fund while the second book presents each Non-General Fund in addition to the proposed Capital Improvement Program.

This budget incorporates the City's Strategic Plan Goals:

Goal 1: Financially Strong City Providing Quality Basic Services

Goal 2: Upgrade Infrastructure and Facilities

Goal 3: Strong Neighborhoods

Goal 4: Grow the Local Economy

Goal 5: Great Place - Livable, Sustainable City

Goal 6: Prosperous Downtown

Donations of \$45K to the McLean County Museum of History were removed from the Proposed Budget totals as Council Member Julie Emig serves as Executive Director of the Museum. Instead, this donation will be presented and considered separately by the Council as an Amendment to the Fiscal Year ("FY") 2024 budget, immediately following the Adoption. If approved, it is the intention of staff to include the donation in the final FY 2024 totals in all published documents.

The Citywide FY 2024 Budget is \$290.1M which is a 7.8% increase over the FY 2023 Adopted Budget of \$269.1M and includes \$69.7M in Capital Projects. The General Fund, which is 45% of the total budget, FY 2024 Budget is \$129.1M which is a 5.5% increase from the FY 2023 Adopted Budget of \$122.3M.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

The Public Hearing was advertised in *The Pantagraph* on March 13, 2023, and was held on March 27, 2023. In addition to the Proposed Budget presentation on March 13, 2023, public budget discussion on the City Manager's Proposed Budget was also undertaken during the Council meetings on February 13, 2023, and February 27, 2023.

FINANCIAL IMPACT:

The FY 2024 proposed budget for the City's 29 funds is \$290,089,570 (excluding \$45K for the McLean County Museum).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:

[FIN 2B Ordinance](#)

[FIN 2C Ordinance Exhibit A](#)

ORDINANCE NO. 2023 - ____

**BUDGET AND APPROPRIATION ORDINANCE FOR
FISCAL YEAR BEGINNING MAY 1, 2023, AND ENDING APRIL 30, 2024
CITY OF BLOOMINGTON**

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

WHEREAS, the City desires to make appropriations for all Corporate Purposes for the Fiscal Year beginning May 1, 2023, and ending April 30, 2024, for the City of Bloomington, McLean County, Illinois.; and

WHEREAS, passage of the Budget Document shall be in lieu of passage of a separate Appropriation Ordinance, as required by 65 ILCS 5/8-2-9 and 5/8-2-9.4; and

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

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

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

Section 2. That the amounts as listed in Exhibit A, or so much thereof as may be authorized by law, as may be needed and same is hereby appropriated for such purposes as General Fund, Motor Fuel Tax Fund, Board of Election Fund, Drug Enforcement Fund, Community Development Fund, IHDA, Library Maintenance and Operation Fund, Library Fixed Asset Replacement Fund, Park Dedication Fund, Empire St. Corridor TIF, Downtown Southwest TIF, Downtown East Washington TIF, General Bond and Interest Fund, Arena Bond Redemption, Multi-Project Bond Redemption, Capital Improvement Fund, Capital Improvement (Asphalt and Concrete) Fund, Capital Lease Fund, Water Fund, Sanitary Sewer Fund, Storm Water Fund, Solid Waste Fund, Abraham Lincoln Parking Fund, Golf Fund, Arena Fund, Casualty Fund, Employee Insurance & Benefits Fund, Retiree Health Care Fund, and the J.M. Scott Health Care Trust Fund for the fiscal year of said City of Bloomington, McLean County, Illinois, beginning May 1, 2023 and ending April 30, 2024.

Section 3. The amount appropriated for each object or purpose is set forth in the Annual Budget for the year ending April 30, 2024, a copy of which is available at the City Clerk's Office and incorporated by reference. (NOTE: Amounts appropriated hereby are contained in the Annual Budget for the year ending April 30, 2024, published in book form, copies of which are available for inspection at the Bloomington Public Library, and other places throughout the City including the City's website at cityblm.org.)

Section 4. That all sums of money not needed for immediate specific purposes may be invested in City of Bloomington Tax Warrants, Tax Sale Certificate, or Notes of Indebtedness, General Water, Parking or Sewer Revenue Bonds, in securities of the Federal Government, in Federal Insured Savings and Loan Associations, Certificates of Deposit in Commercial Banks, or other instruments as allowed by law.

Section 5. Pursuant to 65 ILCS 5/8-2-9.6, and the home rule authority granted to the City of Bloomington pursuant to Article 7, Section 6 of the 1970 Illinois Constitution, the Finance Director, with the concurrence of the City Manager is authorized to revise the annual budget by deleting, adding to, changing or creating sub-classes within object classes budgeted previously to a Department, Board or Commission, and to transfer amounts within a particular fund established by this Ordinance, with the restrictions that no such action may be taken which shall increase the budget in the event funds are not available to effectuate the purpose of the revision, and that the City Council shall hereafter be notified of such action by written report of the City Manager.

Section 6. If any section, subdivision, sentence, or clause of this Ordinance is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 7. That all Ordinances or parts of Ordinances conflicting with any of the provisions of this Ordinance be and the same are hereby repealed.

Section 8. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 9. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 10. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 10th day of April 2023.

APPROVED this ____ day of April 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON, IL
FY 2024

ADOPTED BUDGET
SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES BY FUND
(ALL FIGURES PROVIDED ARE ESTIMATES)

FY2024 Adoption Ordinance
Exhibit A

Fund	Budgetary Fund Balance		FY 2023 Projected		Budgetary Fund Balance		Projected Fund Balance		FY 2024 Adopted		FY 2024 Adopted		Net Changes to		Projected Fund Balance		Projected Fund Balance		Percent Change 23-24
	4/30/2022	Revenues	Expenditures	4/30/2023 ^A	Percent	Revenues	Expenditures	Adopted	Adopted	Fund Balance ^B	Ending 4/30/2024	Percent	Fund Balance	Percent	Fund Balance	Percent Change			
General Fund	\$ 36,560,475	\$ 128,654,645	\$ 124,209,919	\$ 41,005,202	33.01%	\$ 129,030,038	\$ 129,030,038	\$ 129,030,038	\$ 129,030,038	\$ (3,435,307)	\$ 37,569,895	29.12%	\$ (3,435,307)	\$ 37,569,895	29.12%	\$ (3,435,307)	\$ 37,569,895	-8.38%	
General Fund Total:	\$ 36,560,475	\$ 128,654,645	\$ 124,209,919	\$ 41,005,202	33.01%	\$ 129,030,038	\$ 129,030,038	\$ 129,030,038	\$ 129,030,038	\$ (3,435,307)	\$ 37,569,895	29.12%	\$ (3,435,307)	\$ 37,569,895	29.12%	\$ (3,435,307)	\$ 37,569,895	-8.38%	
Special Revenue:																			
Motor Fuel Tax	\$ 20,766,561	\$ 4,426,756	\$ 3,675,981	\$ 21,517,336	585.35%	\$ 26,693,600	\$ 26,693,600	\$ 26,693,600	\$ 26,693,600	\$ (21,498,993)	\$ 18,943	0.07%	\$ (21,498,993)	\$ 18,943	0.07%	\$ (21,498,993)	\$ 18,943	-99.91%	
Board of Elections	\$ 973,732	\$ 598,560	\$ 956,949	\$ 615,343	64.30%	\$ 688,372	\$ 688,372	\$ 688,372	\$ 688,372	\$ (49,935)	\$ 565,408	82.14%	\$ (49,935)	\$ 565,408	82.14%	\$ (49,935)	\$ 565,408	-8.11%	
Drug Enforcement	\$ 1,205,329	\$ 105,500	\$ 167,250	\$ 1,143,579	683.75%	\$ 228,450	\$ 228,450	\$ 228,450	\$ 228,450	\$ (117,950)	\$ 1,025,629	448.95%	\$ (117,950)	\$ 1,025,629	448.95%	\$ (117,950)	\$ 1,025,629	-10.31%	
Community Development	\$ (169,445)	\$ 1,618,419	\$ 1,618,419	\$ (169,445)	-10.47%	\$ 1,711,392	\$ 1,711,392	\$ 1,711,392	\$ 1,711,392	\$ -	\$ (169,445)	-9.90%	\$ (169,445)	\$ (169,445)	-9.90%	\$ (169,445)	\$ (169,445)	0.00%	
IHDA Single Family Owner Occupied Rehabilitation	\$ (56,668)	\$ 790,947	\$ 790,947	\$ (56,668)	100.00%	\$ 293,650	\$ 293,650	\$ 293,650	\$ 293,650	\$ -	\$ (56,668)	-19.30%	\$ (56,668)	\$ (56,668)	-19.30%	\$ (56,668)	\$ (56,668)	0.00%	
Library	\$ (16,312,992)	\$ 22,842,310	\$ 8,758,514	\$ (2,229,197)	-25.45%	\$ 12,261,961	\$ 12,261,961	\$ 12,261,961	\$ 12,261,961	\$ 15,000	\$ 2,586,387	21.09%	\$ 15,000	\$ 2,586,387	21.09%	\$ 15,000	\$ 2,586,387	-216.02%	
Library Fixed Asset	\$ 915,633	\$ 52,500	\$ 258,666	\$ 709,467	274.28%	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 724,467	2.11%	\$ 15,000	\$ 724,467	2.11%	\$ 15,000	\$ 724,467	2.11%	
Park Dedication	\$ 374,933	\$ 392,887	\$ 1,000	\$ 766,820	76681.98%	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ (1,767)	\$ 765,053	2550.18%	\$ (1,767)	\$ 765,053	2550.18%	\$ (1,767)	\$ 765,053	-0.23%	
Empire St. Corridor TIF	\$ 375,946	\$ 498,722	\$ 396,470	\$ 478,198	120.61%	\$ 561,998	\$ 561,998	\$ 561,998	\$ 561,998	\$ 7,730	\$ 766,696	0.00%	\$ 7,730	\$ 766,696	0.00%	\$ 7,730	\$ 766,696	0.00%	
Downtown Southwest TIF	\$ (225,808)	\$ 7,299	\$ -	\$ (218,510)	0.00%	\$ 10,130	\$ 10,130	\$ 10,130	\$ 10,130	\$ 10,130	\$ (210,780)	0.00%	\$ 10,130	\$ (210,780)	0.00%	\$ 10,130	\$ (210,780)	-3.54%	
Downtown East Washington TIF	\$ (204,680)	\$ 43,711	\$ 37,984	\$ (198,953)	-523.78%	\$ 87,386	\$ 87,386	\$ 87,386	\$ 87,386	\$ 15,077	\$ (183,876)	0.00%	\$ 15,077	\$ (183,876)	0.00%	\$ 15,077	\$ (183,876)	-7.58%	
Special Revenue Total:	\$ 7,642,540	\$ 31,377,610	\$ 16,662,180	\$ 22,357,970	134.18%	\$ 42,581,939	\$ 42,581,939	\$ 42,581,939	\$ 42,581,939	\$ (16,526,156)	\$ 5,831,814	13.70%	\$ (16,526,156)	\$ 5,831,814	13.70%	\$ (16,526,156)	\$ 5,831,814	-73.92%	
Debt Service:																			
General Bond and Interest	\$ 2,777,041	\$ 3,747,900	\$ 3,079,654	\$ 3,445,287	111.87%	\$ 3,496,714	\$ 3,496,714	\$ 3,496,714	\$ 3,496,714	\$ (832,657)	\$ 2,612,630	74.72%	\$ (832,657)	\$ 2,612,630	74.72%	\$ (832,657)	\$ 2,612,630	-24.17%	
Arena Bond Redemption	\$ 1,651,034	\$ 1,747,018	\$ 1,689,818	\$ 1,708,234	101.09%	\$ 1,868,451	\$ 1,868,451	\$ 1,868,451	\$ 1,868,451	\$ 129,983	\$ 1,838,218	98.38%	\$ 129,983	\$ 1,838,218	98.38%	\$ 129,983	\$ 1,838,218	7.61%	
Multi-Project Bond Redemption	\$ 1,132,067	\$ 1,138,340	\$ 1,156,475	\$ 1,113,932	96.32%	\$ 1,234,288	\$ 1,234,288	\$ 1,234,288	\$ 1,234,288	\$ 98,548	\$ 1,212,480	98.23%	\$ 98,548	\$ 1,212,480	98.23%	\$ 98,548	\$ 1,212,480	8.85%	
Debt Service Total:	\$ 5,560,142	\$ 6,633,258	\$ 5,925,947	\$ 6,267,453	105.76%	\$ 6,599,453	\$ 6,599,453	\$ 6,599,453	\$ 6,599,453	\$ (604,125)	\$ 5,663,328	85.82%	\$ (604,125)	\$ 5,663,328	85.82%	\$ (604,125)	\$ 5,663,328	-9.64%	
Capital Projects:																			
Capital Improvement	\$ (5,201,321)	\$ 11,935,567	\$ 5,182,637	\$ 1,551,609	29.94%	\$ 5,612,000	\$ 5,612,000	\$ 5,612,000	\$ 5,612,000	\$ (1,492,000)	\$ 59,609	1.06%	\$ (1,492,000)	\$ 59,609	1.06%	\$ (1,492,000)	\$ 59,609	-96.16%	
Capital Lease	\$ (2,453,570)	\$ 1,467,132	\$ 1,467,132	\$ (2,453,570)	-167.24%	\$ 2,930,675	\$ 2,930,675	\$ 2,930,675	\$ 2,930,675	\$ -	\$ (2,453,570)	-83.72%	\$ (2,453,570)	\$ (2,453,570)	-83.72%	\$ (2,453,570)	\$ (2,453,570)	0.00%	
Capital Improvement (Asphalt & Concrete)	\$ 1,012,596	\$ 11,130,757	\$ 9,000,000	\$ 3,143,353	34.93%	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ (2,043,550)	\$ 1,099,803	11.00%	\$ (2,043,550)	\$ 1,099,803	11.00%	\$ (2,043,550)	\$ 1,099,803	-65.01%	
Capital Project Total:	\$ (6,642,295)	\$ 24,533,456	\$ 15,649,769	\$ 2,241,392	14.32%	\$ 18,542,675	\$ 18,542,675	\$ 18,542,675	\$ 18,542,675	\$ (3,535,550)	\$ (1,294,158)	-6.98%	\$ (3,535,550)	\$ (1,294,158)	-6.98%	\$ (3,535,550)	\$ (1,294,158)	-157.74%	
Enterprise:																			
Water	\$ 19,124,882	\$ 20,705,818	\$ 26,001,513	\$ 13,829,188	53.19%	\$ 27,795,003	\$ 27,795,003	\$ 27,795,003	\$ 27,795,003	\$ (10,700,738)	\$ 3,128,450	11.26%	\$ (10,700,738)	\$ 3,128,450	11.26%	\$ (10,700,738)	\$ 3,128,450	-77.38%	
Sewer	\$ 232,761	\$ 11,625,822	\$ 10,743,852	\$ 1,114,731	10.38%	\$ 12,229,684	\$ 12,229,684	\$ 12,229,684	\$ 12,229,684	\$ (71,684)	\$ 1,043,047	8.53%	\$ (71,684)	\$ 1,043,047	8.53%	\$ (71,684)	\$ 1,043,047	-6.43%	
Storm Water	\$ 389,285	\$ 7,752,122	\$ 6,597,513	\$ 1,543,894	23.40%	\$ 8,446,869	\$ 8,446,869	\$ 8,446,869	\$ 8,446,869	\$ (179,369)	\$ 1,364,525	16.15%	\$ (179,369)	\$ 1,364,525	16.15%	\$ (179,369)	\$ 1,364,525	-11.62%	
Solid Waste	\$ 2,423,452	\$ 8,429,000	\$ 7,733,169	\$ 3,119,283	40.34%	\$ 8,563,100	\$ 8,563,100	\$ 8,563,100	\$ 8,563,100	\$ 43,577	\$ 3,162,859	36.94%	\$ 43,577	\$ 3,162,859	36.94%	\$ 43,577	\$ 3,162,859	1.40%	
Abraham Lincoln Parking Deck	\$ 11,542	\$ 1,022,177	\$ 953,560	\$ 80,159	8.41%	\$ 1,485,000	\$ 1,485,000	\$ 1,485,000	\$ 1,485,000	\$ 15,720	\$ 95,879	6.46%	\$ 15,720	\$ 95,879	6.46%	\$ 15,720	\$ 95,879	0.00%	
Golf Courses	\$ 196,068	\$ 3,350,745	\$ 3,350,745	\$ 196,068	5.85%	\$ 3,885,815	\$ 3,885,815	\$ 3,885,815	\$ 3,885,815	\$ -	\$ 196,068	5.05%	\$ -	\$ 196,068	5.05%	\$ -	\$ 196,068	0.00%	
Bloomington Arena	\$ 2,071,983	\$ 5,645,047	\$ 4,166,025	\$ 3,551,005	85.24%	\$ 11,302,940	\$ 11,302,940	\$ 11,302,940	\$ 11,302,940	\$ (3,086,416)	\$ 484,589	4.29%	\$ (3,086,416)	\$ 484,589	4.29%	\$ (3,086,416)	\$ 484,589	-86.35%	
Enterprise Total:	\$ 24,449,975	\$ 58,530,731	\$ 59,546,378	\$ 23,434,327	39.35%	\$ 73,708,411	\$ 73,708,411	\$ 73,708,411	\$ 73,708,411	\$ (13,958,911)	\$ 9,475,417	12.86%	\$ (13,958,911)	\$ 9,475,417	12.86%	\$ (13,958,911)	\$ 9,475,417	-59.57%	
Internal Service Fund:																			
Casualty Insurance	\$ 2,819,319	\$ 5,056,296	\$ 5,183,762	\$ 2,691,853	51.93%	\$ 5,210,057	\$ 5,210,057	\$ 5,210,057	\$ 5,210,057	\$ 34,659	\$ 2,726,512	52.33%	\$ 34,659	\$ 2,726,512	52.33%	\$ 34,659	\$ 2,726,512	1.29%	
Employee Insurance and Benefits	\$ 1,994,298	\$ 11,936,801	\$ 12,102,301	\$ 1,828,798	15.11%	\$ 11,797,100	\$ 11,797,100	\$ 11,797,100	\$ 11,797,100	\$ (140,000)	\$ 1,688,798	14.32%	\$ (140,000)	\$ 1,688,798	14.32%	\$ (140,000)	\$ 1,688,798	-7.66%	
Employee Retiree Group Healthcare	\$ 386,534	\$ 1,813,100	\$ 1,823,150	\$ 376,484	20.65%	\$ 1,829,455	\$ 1,829,455	\$ 1,829,455	\$ 1,829,455	\$ (16,355)	\$ 360,129	19.69%	\$ (16,355)	\$ 360,129	19.69%	\$ (16,355)	\$ 360,129	-4.34%	
Internal Service Fund Total:	\$ 5,200,152	\$ 18,806,197	\$ 19,109,213	\$ 4,897,136	25.63%	\$ 18,836,612	\$ 18,836,612	\$ 18,836,612	\$ 18,836,612	\$ (121,696)	\$ 4,775,439	25.35%	\$ (121,696)	\$ 4,775,439	25.35%	\$ (121,696)	\$ 4,775,439	-2.49%	
Fiduciary:																			
JM Scott Total	\$ 15,858,475	\$ (488,449)	\$ 1,000,463	\$ 14,369,563	1436.29%	\$ 790,443	\$ 790,443	\$ 790,443	\$ 790,443	\$ (100,000)	\$ 14,269,563	1805.26%	\$ (100,000)	\$ 14,269,563	1805.26%	\$ (100,000)	\$ 14,269,563	-0.70%	
Fiduciary Fund Total:	\$ 15,858,475	\$ (488,449)	\$ 1,000,463	\$ 14,369,563	1436.29%	\$ 790,443	\$ 790,443	\$ 790,443	\$ 790,443	\$ (100,000)	\$ 14,269,563	1805.26%	\$ (100,000)	\$ 14,269,563	1805.26%	\$ (100,000)	\$ 14,269,563	-0.70%	
Total:	\$ 88,629,464	\$ 268,047,447	\$ 242,103,867	\$ 114,573,043	47.32%	\$ 290,089,570	\$ 290,089,570	\$ 290,089,570	\$ 290,089,570	\$ (38,281,745)	\$ 76,291,298	26.30%	\$ (38,281,745)	\$ 76,291,298	26.30%	\$ (38,281,745)	\$ 76,291,298	-33.41%	



REGULAR AGENDA ITEM NO. 8.F.

COR WOUNWL: April 10, 2023

P ARD IMSAWTED: City-Wide Impact

BUFJEW: Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024, related to the McLean County Museum of History, as requested by the Finance Department.

REWOMMENED MOTION: The proposed FY 2024 Budget Amendment be approved.

BTRATEGIWSLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

BTRATEGIWSLAN BIGNICIWANWE:

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

FAWKGROUND: The McLean County Museum of History is an asset to the City's Downtown, serving as an attraction for visitors and providing the invaluable service of preserving the history of the area. As such, the City provides annual donations in support of its operations - and has incorporated those donations in the annual budget appropriation.

As Council Member Julie Emig is the Executive Director of the Museum, the annual donation of \$45,000 that was excluded from the Fiscal Year ("FY") 2024 Appropriation submitted to Council for approval. This donation is therefore being submitted for approval separately, as an amendment.

If the Amendment is approved, it is the intention of staff to include the donation in the final FY 2024 totals in all published documents: given the annual FY 2024 Appropriation of \$290,089,570 is adopted as presented, this amendment will result in a final FY 2024 Budget total of \$290,134,570.

WOMMUNITY GROUSB/INTEREBTED SERBONB WONTAWTED: N/A

CINANWAL IMSAWT: If the Budget Amendment of \$45,000 is approved, the final FY 2024 Adopted Budget for the City's twenty-nine (29) funds will be \$290,134,570. The Ordinance and Exhibit follow this memo. The Exhibit lists the accounts to be adjusted to include the \$45,000 Budget Amendment.

AMERIWAN REBWUE SLAN CUNDING IMSAWT: N/A

WOMMUNITY DEVELOPMENT IMSAWT: This request meets the following goals and objectives of the Floomington Womprensive Slan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTB:

[FIN 3B Ordinance](#)

[FIN 3C Ordinance Exhibit A](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2024

WHEREAS, on April 10, 2023 by Ordinance Number 2023-XX, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2023 and Ending April 30, 2024, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April X, 2023; and

WHEREAS, a Budget Amendment is needed in the amount of \$45,000 for the City's annual donation to the McLean County Museum of History.

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

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

Section 2. Except as provided for herein, Ordinance Number 2023-xx 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 2023-xx.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

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

Section 5. This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 10th day of April 2023.

APPROVED this ____ day of April 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2024 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount	Comments
10010010-40000	General	Use of Fund Balance	\$ (45,000.00)	
10019170-75028	General	McLean County Museum of History	\$ 45,000.00	
Net Transaction:			\$ -	



REGULAR AGENDA ITEM NO. 8.F.

COR FOUNFIL: April 10, 2023

WARD IMPAFTED: Ward 7

SUBJEFT: Consideration and Action on an Ordinance Approving a Site Plan (and a Special Use), with a Variance, to Allow a Restaurant Use with a Drive-Through in the B-1 (General Commercial) and B-2 (Local Commercial) District for Property Located at 1609 W. Market Street, as requested by the Economic & Community Development Department.

REFOMMENDEED MOTION: The proposed Ordinance be approved.

STRATEGIF PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

STRATEGIF PLAN SIGNICIFANFE:

Objective 3a. Retention and growth of current local businesses

Objective 5e. More attractive city: commercial areas and neighborhoods

BAFKGROUND: The Petitioner, CESO, Inc., is requesting approval of a Legislative Site Plan (and a Special Use), with a Variance, for a Restaurant Use with a Drive-Through, for the property located at 1609 W. Market Street.

Summary of Request:

- Site plan (and Special Use) approval for Restaurant with a Drive-Through.
- The proposed building is roughly 2,200 square feet in size.
- A landscaping Variance is requested as part of the site plan.
- The Petitioner has revised the plan to include a drive-through bypass lane. This was not included in the original submittal, and was requested as a variance, but is no longer required since it has been added.

On Wednesday, March 1, 2023, the Planning Commission held a public hearing, found the request did not meet the standards for approval, and voted 5-2 to recommend denial of the Legislative Site Plan (and a Special Use) with a Variance to the City Council, with no conditions. The denial was based on concerns related to internal circulation and egress from the site. A perimeter parking lot landscaping Variance was granted to allow for the installation of a pedestrian connection to the site, and a request for a Variance to not include a drive-through bypass lane was denied.

Since the Planning Commission meeting, the Petitioner has modified the site plan to address concerns of the Commission, including reduction of additional parking near the site entry, the inclusion of a drive-through bypass lane, a pedestrian connection to Locust Street, and a solid fence to provide additional screening to the east of the site. The updated site plan is included in the attached Ordinance. The Petitioner has also provided documented approval from the Illinois Department of Transportation ("IDOT") regarding the vehicle access point

and curb cut on Market Street. Please see the attached Annotated Site Plan which denotes the modifications.

COMMUNITY GROUPS/INTERESTED PERSONS NOTIFIED: The City published notice of the hearing in *The Pantagraph* on Sunday, February 12, 2023, and courtesy notices were mailed to 21 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location may generate additional tax revenues including Property Tax, Home Rule, State Sales and Food & Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal N-1. Enhance the livability of all Bloomington neighborhoods, and Objective ED-4.2. Prioritize infill and redevelopment to spur growth and reinvestment in the City

Respectfully submitted for consideration.

Prepared by: Jon Branham, Sr. Economic Development Coordinator

ATTACHMENTS:

[EC&D 3B Ordinance](#)

[E&CD 3C Staff Report](#)

[E&CD 3D DRAFT Minutes](#)

[EC&D 3E Annotated Site Plan](#)

ORDINANCE NO. 2023-_____

**AN ORDINANCE APPROVING A SITE PLAN FOR A RESTAURANT USE WITH A DRIVE-THROUGH
(AND A SPECIAL USE), WITH A VARIANCE, IN THE B-1 (GENERAL COMMERCIAL) DISTRICT
AND B-2 (LOCAL COMMERCIAL) DISTRICT FOR PROPERTY LOCATED AT 1609 W. MARKET
STREET**

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a Site Plan for a Restaurant Use with a Drive-Through (and a Special Use), with a Variance from §44-1307-B(1) to allow construction of the drive-through facility with a three-foot perimeter landscape edge along the east side of the entry area, in the B-1 (General Commercial) District and the B-2 (Local Commercial) District, for the property located at 1609 W. Market Street, legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a site plan, illustrated in Exhibit “B” and hereinafter referred to as “Plan”; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Site Plan does not meets the standards for granting Site Plan approval set forth in Bloomington City Code § 44-1709; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council not pass this Ordinance; and

WHEREAS, separately, the Bloomington Planning Commission voted to approve the request for a perimeter parking lot landscaping variance; and

WHEREAS, the Site Plan has been modified to address concerns of the Bloomington Planning Commission; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and allow this Site Plan.

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

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

Section 2. The Council hereby considers the findings of fact of the Planning Commission, recognizes the substantive concerns have been addressed, and approves the Site Plan for a Restaurant Use with a Drive-Through (and a Special Use), with a Variance from §44-1307-B(1) to allow construction of the drive-through facility with a three-foot perimeter landscape edge along the east side of the entry area, in the B-1 (General Commercial) District and the B-2 (Local Commercial) District, for the property at 1609 W. Market Street, legally described in

Exhibit “A”, is hereby approved.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

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

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 27th day of March 2023.

APPROVED this _____ day of March 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

TRACT NO. 1:

A PART OF THE NORTHWEST 1/4 OF SECTION 5. TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO MCLEAN COUNTY TRUST F-4 RECORDED JULY 30, 1980 AS DOCUMENT NUMBER 80-7369, MCLEAN COUNTY, ILLINOIS, AND WHICH POINT LIES ON THE WEST LINE OF LOT 13 IN BLOCK 2 IN WILLIAMS AND RICE'S ADDITION TO BLOOMINGTON, ILLINOIS. FROM SAID POINT OF BEGINNING. THENCE NORTH 60.58 FEET ALONG THE WEST LINE OF SAID LOT 13: THENCE NORTHWEST 129.27 FEET ALONG THE WEST LINE AND THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 13 WHICH FORMS AN ANGLE TO THE RIGHT OF 163 DEGREES 11 MINUTES WITH THE LAST DESCRIBED COURSE TO A POINT ON THE CENTERLINE OF LOCUST STREET AS DEDICATED IN SAID WILLIAMS & RICE'S ADDITION: THENCE SOUTHWEST 132.86 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 99 DEGREES 29 MINUTES WITH THE LAST DESCRIBED COURSE TO THE POINT OF INTERSECTION OF THE WEST LINE OF THE SEWER EASEMENT GRANTED TO THE BLOOMINGTON & NORMAL SANITARY DISTRICT IN DOCUMENT NUMBER 51213 RECORDED ON JUNE 12, 1964 IN BOOK 741, PAGE 65, MCLEAN COUNTY, ILLINOIS. WITH HER WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOCUST STREET: THENCE SOUTHWEST 305.12 FEET ALONG THE WEST LINE OF SAID SEWER EASEMENT WHICH FORMS AN ANGLE TO THE RIGHT OF 116 DEGREES 50 MINUTES WITH THE LAST DESCRIBED COURSE TO A POINT ON THE NORTH LINE OF MARKET STREET AS SHOWN BY A RIGHT OF WAY PLAT ATTACHED AS AN EXHIBIT TO DOCUMENT NUMBER 79-5210 RECORDED MAY 08, 1979 AND AS MONUMENTED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION: THENCE SOUTHEAST 95.24 FEET ALONG SAID NORTH LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 84 DEGREES 09 MINUTES WITH THE LAST DESCRIBED COURSE TO THE SOUTHWEST CORNER OF THE PARCEL CONVEYED TO SAID MCLEAN COUNTY LAND TRUST F-4: THENCE NORTH 137.90 FEET ALONG THE WEST LINE OF SAID MCLEAN COUNTY LAND TRUST F-4 WHICH FORMS AN ANGLE TO THE RIGHT OF 81 DEGREES 42 MINUTES WITH THE LAST DESCRIBED COURSE TO THE NORTHWEST CORNER THEREOF: THENCE EAST 165.55 FEET ALONG THE NORTH LINE OF SAID MCLEAN COUNTY LAND TRUST F-4 WHICH FORMS AN ANGLE TO THE RIGHT OF 262 DEGREES 49 MINUTES WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

TRACT NO. 2:

LOT 13 IN BLOCK 2 IN WILLIAM AND RICE'S ADDITION TO THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

THE LAND DESCRIBED ABOVE AND SHOWN HEREON IS THE SAME LAND AS DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 5606-2101450, WITH AN EFFECTIVE DATE OF JULY 14, 2021

PINs: 21-05-151-013, 21-05-151-014, and 21-05-176-002

[illegible]

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PLANNING COMMISSION

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: March 1, 2023

CASE NO: PR-01-23, Site Plan Review

REQUEST: Public hearing, review, and action on a petition submitted by CESO, Inc., requesting approval of a Legislative Site Plan (and a Special Use) to allow a Restaurant use with a Drive-Through in the B-1 (General Commercial) District & B-2 (Local Commercial) District with Variances for the property located at 1603 W. Market Street & 1624 W. Locust Street, in Bloomington. PIN: 21-05-151-013, 21-05-151-014 and 21-05-176-002.

BACKGROUND

Request:

The Petitioner is requesting a Legislative Site Plan Review (and a Special Use) with Variances, to develop a Restaurant use with a Drive-Through at the subject property. A map amendment (Z-06-23) is also being considered to rezone a portion of the Locust Street property to the east to B-2. The overall site would then consist of both B-1 and B-2 zoning, of which the use is dually permitted. *Please note since the public notice was published, the address of the property has been updated to 1609 W. Market Street.*

The Petitioner is proposing to construct a one-story, 2,200 square foot Restaurant with a Drive-Through with associated vehicle parking (41 spaces) at the site. A Legislative Site Plan Review is required for the proposal since it is in a commercial district, as well as a Special Use, due to the Drive-Through component and the location being adjacent to residential.

The Petitioner is requesting a Variance to construct the restaurant without a drive-through bypass lane, which is required. The petitioner is also requesting a Variance to provide less than the required amount of perimeter parking lot landscaping.

Property Characteristics:

The subject property consists of roughly 1.27 acres (55,400 square feet) of vacant land located near the northeastern intersection of Market Street and Caroline Street in Bloomington (including the Locust Street property). The property would be accessible via Market Street only. The surrounding properties primarily of commercial zoning districts, with a residential zoning located directly east of the site. The surrounding land uses consist primarily of commercial uses and residential to the east.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Sunday, February 12, 2023. Courtesy notices were mailed to 21 property owners within 500 feet of the subject property.

Zoning and Land Uses

	Zoning	Land Uses
North	B-2 (Local Commercial)	Trade & Construction Services
South	B-1 (General Commercial)	Vehicle Fueling Station
East	B-1 (General Commercial) and R-1C (Single Family Residence)	Vehicle Sales & Services and Single-Family Residential
West	B-1 (General Commercial)	Trade & Construction Services

ANALYSIS

Compliance with the Comprehensive Plan

The subject property is identified as Tier 1-Infill Redevelopment Priority. The Future Land Use map identifies the site as Regional Commercial. Approval of the Site Plan aligns with the following goals of the Comprehensive Plan: Goal N-1 (Enhance the livability of all Bloomington neighborhoods) and Goal ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

Parking Requirements

The applicant has indicated 41 overall parking spaces. For purposes of this review, the use has been defined as a Restaurant with a Drive-Through. § 44-1208 of the Code requires 44 spaces for the use (1 space per 50 square feet of gross floor area), so this requirement has not been met. However, the applicant may apply adjustments to required parking such as proximity to transit and providing pedestrian access, which would likely reduce the overall needed spaces.

Mobility and Circulation

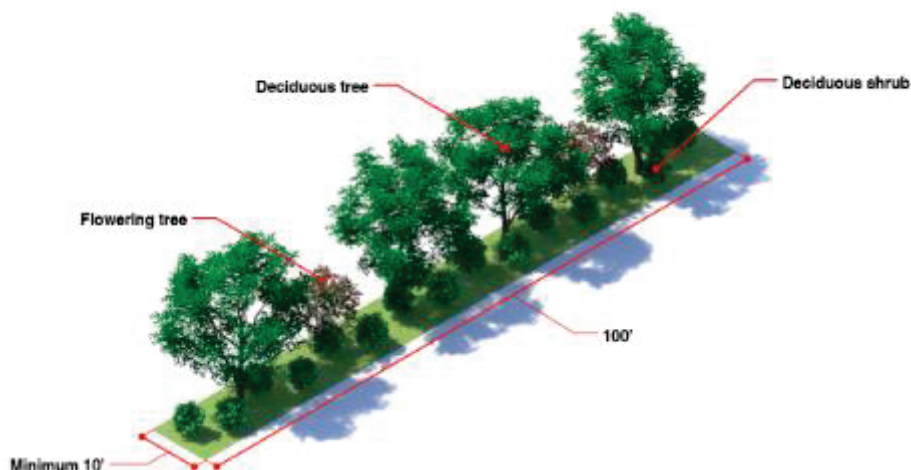
§ 44-1214(B) of the Code requires vehicular cross-access to be provided to allow circulation between sites without the need to reenter the public right-of-way. The applicant has provided an area on the site plan identified for future opportunity to connect to adjacent property via Caroline Street. This item should be stubbed at the time of construction.

Pedestrian circulation has been addressed by the applicant and a sidewalk connecting the public sidewalk to the proposed building has been provided. Bicycle parking has not been identified at this time.

Landscaping & Screening

All landscaping and screening requirements have been provided, except for a six-foot perimeter parking area not provided near the site entry due to sidewalk placement. This item has been identified as a variance request later in the report. A Transition Yard - "TY3" (image below) will be provide for the area between the commercial and residential properties.

Transition Yard - TY3



Other Items

The applicant has entered preliminary discussions with Illinois Department of Transportation (IDOT) regarding the proposed curb cut on Market Street and site geometry and received positive initial feedback. Two parking spaces near the front vehicle entry area were eliminated following IDOT comments. Final determination will be required prior to the issuance of any building permits.

The applicant will also be required to meet all Public Works requirements, including stormwater detention.

STANDARDS FOR REVIEW - LEGISLATIVE SITE PLAN

Ch. 44, 17-9 Legislative site plan review

The Planning Commission shall hold at least one public hearing on any proposed Legislative Site Plan and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Legislative Site Plan is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1706E(2) and discussed below.

1. **The extent to which potential incompatibilities between the proposed development and surrounding existing development and/or zoning is minimized by such design features as placement of buildings, parking areas, access driveways and existing or proposed topography.**

The proposed development is not incompatible with the existing development in the area. The site design is consistent with other developments on surrounding properties in the direct area.

2. **The extent to which the proposal minimizes any adverse impact of the development upon adjoining land.**

The proposed use will not have any adverse impacts on the development of adjoining land. The use is a permitted use within the zoning and is compatible with the uses of the surrounding properties. The building and landscaping shall comply with code requirements. The trash enclosure shall be fully screened as City Code requires.

- 3. The extent to which adequately improved streets connected to the improved arterial street system are available or can be reasonably supplied to serve the uses proposed in the development.**

The site is accessible by and directly situated on Market Street. The proposed curb cut and apron at the site will need to meet Illinois Department of Transportation (IDOT) and code requirements.

- 4. The extent to which the proposed development will favorably or adversely affect other persons or property and, if so, whether because of circumstances peculiar to the location the effect is likely to be greater than is ordinarily associated with the development of the type proposed.**

The surrounding properties are all primarily zoned commercial. A restaurant development at the proposed site would be complementary to the existing surrounding uses.

STANDARDS FOR REVIEW - SPECIAL USE

Ch. 44, 17-7 Special Use

As part of the Concurrent Review allowed via Ch. 44, 1709, the Planning Commission shall hold at least one public hearing on any proposed Special Use and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Special Use is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1707(H) and discussed below.

- 1. The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.**

The Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare. The location of the proposed restaurant and drive-through are near the northwest edge of the site, and away from the residential properties. Adequate screening will be provided.

- 2. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The Special Use should not impair normal use and enjoyment of the surrounding properties. The property has been vacant for an extended time and is surrounded by many other commercial uses.

3. **The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.**

The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding properties. Most of the surrounding properties have been developed with commercial activities.

4. **Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.**

The property is served by City utilities and roads; final review of all drainage and facilities will be required as part of this Special Use Permit.

5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

Ingress and egress will be provided per Code and IDOT requirements; no change to local traffic is expected as the result of the Special Use Permit.

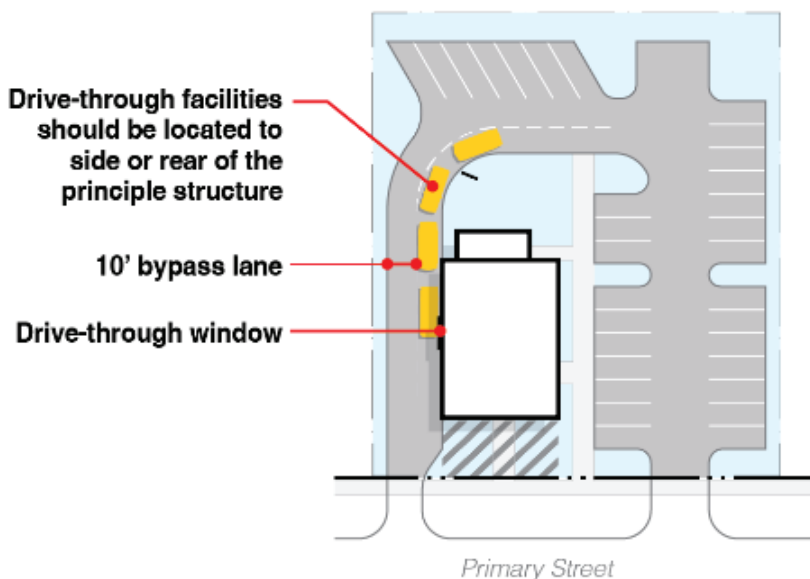
6. **The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.**

The proposed Special Use will conform with all district requirements, and/or will obtain Variances for any outstanding items.

ADDITIONAL STANDARDS FOR REVIEW - DRIVE-THROUGH FACILITIES

Ch. 44. 1207, Drive-Through Facilities, provides additional standards regarding location, access, dimensions, management, and stacking (see image below). These standards have been met, aside from the bypass lane requirement. §1207 (G) states modifications to drive-through requirements may be approved through Site Plan Review if a determination is made that such modification would be appropriate due to site constraints, etc.

Diagram 1207D
Drive-Through Queuing



ADDITIONAL REQUEST - VARIANCE (DRIVE-THROUGH BYPASS LANE)

Ch 44, 17-9-D, Concurrent Applications (Variances)

The applicant has requested Variances as part of the application, in accordance with Ch. 17, 17-9-D of the site plan review process. The requests are as follows:

The petitioner seeks a Variance from §44-1207-C(5) (Drive-Through Facilities) to allow construction of the drive-through facility without a bypass lane. §44-1207-C(5) states a bypass lane shall be provided.

1. That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult.

The site has been vacant for several years and will require development of the entire site. The site contains flood zone issues that present unusual site constraints.

2. That the variance would be the minimum action necessary to afford relief to the applicant.

The Variance is required due to the nature of the request to not provide the drive-through bypass lane required by the Code and develop the site.

3. That the special conditions and circumstances were not created by any action of the applicant.

No special conditions or circumstances were created by the applicant in this situation.

4. **That granting the variation request will not give the applicant any special privilege that is denied to others by the Code.**

No special privilege has been given to the applicant in this situation.

5. **That the granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonably impair the use of development of adjoining properties.**

There is no expected potential negative impact to the public welfare, however, the lack of a bypass lane could present circulation issues. The Variance would not be expected to alter the character of the neighborhood, nor impair the use or development of adjoining properties.

ADDITIONAL REQUEST - VARIANCE (PARKING LOT LANDSCAPING)

The petitioner seeks an additional Variance from §44-1307-B(1) (Parking Lot Landscape Requirements) to allow construction of the drive-through facility with a three-foot perimeter landscape edge along the east side of the entry area. §44-1307-B(1) states a six-foot edge shall be provided.

1. **That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult.**

The petitioner is proposing a pedestrian sidewalk access to the site from the public sidewalk. Due to the characteristics of the site, the sidewalk is provided within the perimeter parking area along the east edge, thus reducing the landscaping.

2. **That the variance would be the minimum action necessary to afford relief to the applicant.**

The Variance is required due to the nature of the request to not provide the six-foot landscaping edge required by the Code and develop the site.

3. **That the special conditions and circumstances were not created by any action of the applicant.**

No special conditions or circumstances were created by the applicant in this situation.

4. **That granting the variation request will not give the applicant any special privilege that is denied to others by the Code.**

No special privilege has been given to the applicant in this situation.

5. **That the granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonably impair the use of development of adjoining properties.**

There is no expected potential negative impact to the public welfare. The Variance would not be expected to alter the character of the neighborhood, nor impair the use or development of adjoining properties.

STAFF RECOMMENDATION

Staff finds that the application generally meets the standards for site plan review and recommends its approval, subject to conditions. Staff recommends that the Commission take the following actions:

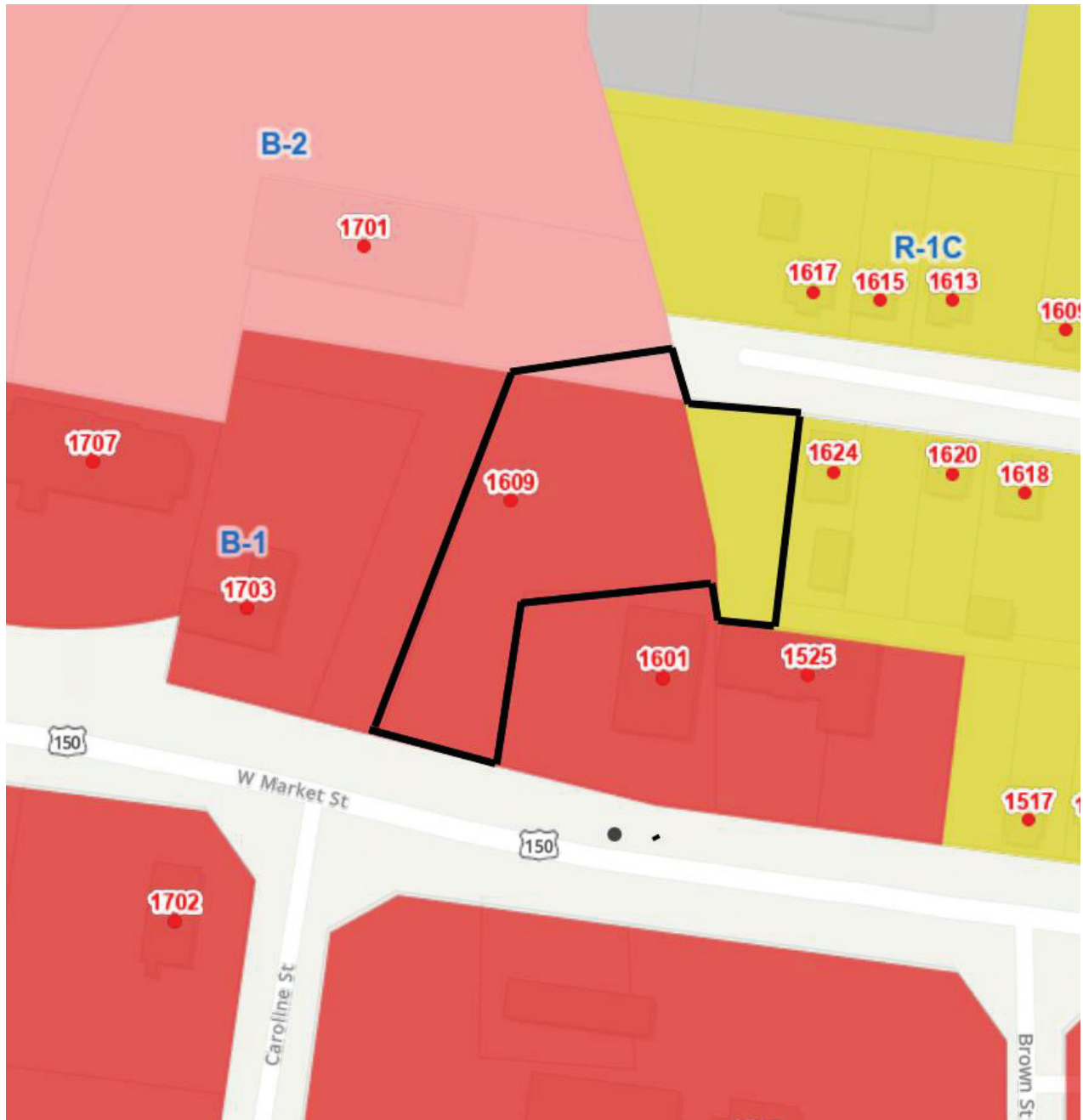
1. Motion to establish findings of fact that the Legislative Site Plan (and Special Use) meets the standards and objectives for which the Code is designed and recommend that City Council approve the Site Plan (and Special Use) for the property located at 1603 W. Market Street & 1624 W. Locust Street, subject to the installation of the Drive-Through bypass lane and creating a stub for future cross-access.
2. Motion to establish findings of fact that the subject property meets or does not meet the Variance criteria in Chapter 44, 1207-C-5 of the City Code recommend that the City Council approve or deny the Variance associated with this site plan, to not allow a drive-through bypass lane, for the property located at 1603 W. Market Street & 1624 W. Locust Street.
3. Motion to establish findings of fact that the subject property meets or does not meet the Variance criteria in Chapter 44, 1307-B-1 of the City Code recommend that the City Council approve or deny the Variance associated with this site plan, to allow less than the required perimeter parking landscaping, for the property located at 1603 W. Market Street & 1624 W. Locust Street.

Respectfully submitted,
Jon Branham
City Planner

Attachments:

1. Zoning Map
2. Aerial Image
3. Ground Level Views
4. Petitioner Submittals, including Elevations, Site Plan, & Landscape Plan
5. Neighborhood Notice Map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Map



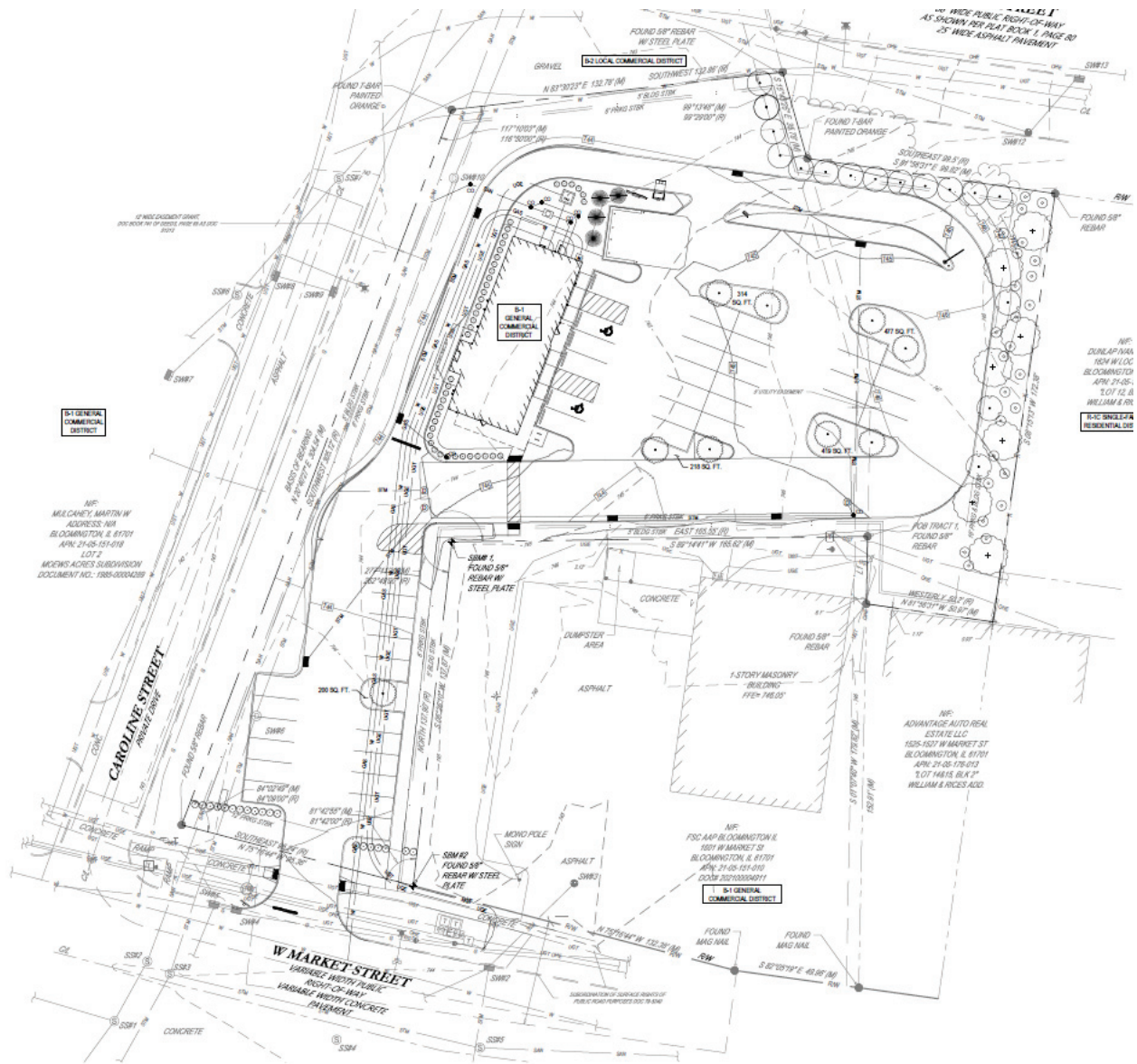
Attachment 3 - Ground Level Views



Attachment 4 - Petitioner Submittal- Elevations



Attachment 4 - Petitioner Submittal - Landscape Plan



Attachment 5 - Neighborhood Notice Map



Ms. Pemberton presented the Staff Report and recommendation for approval. She explained that B-2 zoning is meant to act as buffer between residential and commercial uses and is therefore appropriate for the subject location.

Chair Mohr inquired whether residential uses were permitted in B-2 district. Staff responded that certain residential uses would be allowed. Chair Mohr noted that this change would allow some commercial but would not prohibit residential use as is currently allowed. He identified the adjoining B-1 zoning and uses and noted the existing higher development intensity.

The Chair opened public hearing.

Ivan Dunlap (1624 W. Locust Avenue) stated he lives adjacent to the subject property and inquired if a privacy fence would be constructed and if site access would be provided via Locust.

Chair Mohr closed the public hearing.

Commissioner Boyd made a motion to establish findings of fact that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit of the petitioner and recommend approval of the petition, seconded by Commissioner Beyer.

Mr. Danenberger - Yes, Mr. Muehleke - Yes, Ms. Beyer - Yes, Mr. Kreiger - Yes, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (7-0.)

Ms. Pemberton noted that the case will be heard at City Council on March 27, 2023.

PR-01-23 Public hearing, review and action on a request by CESO, Inc. for approval of a Legislative Site Plan Review (and a Special Use), with Variances, for the properties located at 1603 W. Market Street and 1624 W. Locust Street. PIN(s): 21-05-151-013, 21-05-151-014, and 21-05-176-002.

Mr. Branham presented the Staff Report, noting the concurrent requests and need for Special Use adjacent to residential zoning. He noted there will be one access point on Market Street, no access from Locust Street, and one drive-through lane with queuing illustrating at least 15 vehicles. He stated Illinois Department of Transportation (IDOT) has provided initial feedback to the applicant and some proposed spaces had been eliminated on the southwest side of the site, per their comments. Future cross access is indicated on the western side of the property, but they are unable to connect at this time since Caroline Street is a private drive. He explained the requested landscaping Variance resulting from accommodation of a sidewalk with improved site circulation, stating a fence is not required and has not been proposed as part of the landscape plan. He noted the Comprehensive Plan goals supported by the proposal and stated the staff recommendation for approval of the request, subject to the installation of the Drive-Through bypass lane and creating a stub for future cross-access.

Chair Mohr inquired what was done to assess and manage stormwater. Mr. Branham explained the applicant has provided detention calculations to engineering and that the new development is required to demonstrate they will not impact flood and drainage conditions offsite.

Commissioner Beyer asked whether the fact that the property is split between B-1 and B-2 zoning has any impact on development. Mr. Branham explained there could be potential issues if a future owner wanted to attempt a use that was permissible only in one of the districts, but the split-zoning does not present issues for the current project.

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Chair Mohr inquired whether the City had been involved in discussions regarding access and connection to Caroline Street. Mr. Branham stated the City has not been involved, but the applicant has communicated their efforts and inability to gain such.

Chair Mohr asked about the number of parking spaces required compared to provided. Mr. Branham stated they have provided 41 spaces and the Code requires 44 *before* allowable reductions; they can remove up to 12 of their initially required spaces and be in compliance.

Chair Mohr asked for verification that the access point near the intersection on Market Street had been reviewed by IDOT only and that City Public Works/Engineering had not weighed in. Mr. Branham answered in the affirmative.

Chair Mohr opened the public hearing.

Mark Wilhoit (Compton Addy Commercial Real Estate, Cincinnati, OH), spoke on behalf of the request. He complimented City Staff on working through the complicated review and planning process to-date. He explained the site complexity and length of vacancy due to flood plain and access issues. The applicant has tried to work with the adjacent property owner to gain access to Caroline but have been unable to come to an agreement. He stated IDOT has reviewed access and drainage already, requested removal of some parking which is reflected in the current site plan, and now they are now waiting on final approval. He stated that if Caroline Street becomes a public road, or they can gain access, they will add a connection there. He explained that presence of the flood plain required removing the bypass lane and adjusting the site plan further east. If they are required to install a bypass lane—which would result in additional disturbance in the flood plain—it would require them to work with the Federal Emergency Management Agency (FEMA) and the cost and timeline would make the project infeasible. He stated that 40 parking spaces is right for the project; some have already been reduced. Due to distance of some parking spaces a sidewalk has been added for access which caused the needed reduction in landscape.

Chair Mohr inquired whether the applicant would be open to providing pedestrian access to Locust Street. Mr. Wilhoit stated that, from an engineering standpoint, adding a sidewalk would likely be feasible with minor reworking; he is not opposed to adding a sidewalk connection to Locust Street.

Commissioner Beyer asked how they intended to divide the commercial property from the adjacent residential properties, whether a fence was planned, and whether the existing trees would be retained. Mr. Wilhoit explained trees will be retained, when possible, especially on the residential side of the property. He is not opposed to adding a 6-foot privacy fence for screening the residential area, in addition to the required landscaping, if needed.

Commissioner Danenberger asked whether any transportation studies in the area had been conducted at different times of the day. He compared the traffic and complication of the intersection to a similar site at Morrissey Drive and Veterans Parkway where queued cars back up into a turn lane and interact with entering/existing highway traffic. Mr. Wilhoit stated IDOT did not require additional studies and counts. Starbucks plans internal stacking at 15-28 cars, and they are familiar with their business needs. The formal queuing area is only 15 cars but there is far more space to stack on site before cars would be stacked out into the street.

Chair Mohr stated that 40 parking spaces seems excessive. Mr. Wilhoit agreed on the surface, and explained that 6-8 spots are employee spots, another 15-20 customer spaces, and with drive-up Starbucks has a common model that targets 40-45 spaces per regular store.

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Chair Mohr expressed concerns regarding the access onto Market Street, regarding complexity and speed, as well as overparking. He inquired whether they would be willing to remove the nine spaces closest to the entrance off Market. Mr. Wilhoit explained too much change in the site plan will have a long timeline for approval which could make the project infeasible, and significant changes to parking are unlikely to gain approval from Starbucks.

Chair Mohr asked the applicant about their plans if the Commission recommends denial. Mr. Wilhoit stated he would like the Commission to approve the plan. Adding a condition of approval to eliminate a few parking spaces (4 or so) might be possible, but the project is out of time for major reworks.

Ivan Dunlap (1624 W. Locust Avenue) inquired whether there would be any impact to the sanitary sewers in the area since his sewer ran right near the project area.

Chair Mohr directed Mr. Dunlap's inquiry to staff. Mr. Kothe responded that the sewers run outside of the project area and should not be impacted by the construction.

Ryan Hobart (43 Brookstone Circle) spoke in favor of removing a few parking spaces near the entrance to allow queuing for cars exiting the site and prevent getting stuck in those spaces.

Chair Mohr noted that the Petitioner may respond. Mr. Wilhoit agreed with the comment about outbound queuing and to eliminate five parking spaces west of the access point.

Chair Mohr inquired whether there was intent to build a sidewalk on the Caroline Street side of the access drive. Mr. Wilhoit stated that is flood plain area so keeping impervious minimal is good.

Commissioner Beyer inquired whether customer would be able to turn left out of the access. Mr. Wilhoit stated the access will be a full access (not right-in right-out), per IDOT.

Margaret Burkett (1606 Keybridge Way) expressed concerns about emergency vehicles being able to appropriately access the site with a single entrance in such a high-traffic area.

Chair Mohr directed the concern to Staff. Mr. Branham replied that final plans will require approval from the Fire Department and appropriate access will need to be provided. Chair Mohr directed the concern to the Petitioner. Mr. Wilhoit explained their related design and engineering process.

Chair Mohr closed the public hearing.

Commissioner Muehleke noted that IDOT is in charge of access to Market Street and inquired whether an exit onto Locust Street had been discussed. Ms. Pemberton explained related discussions between the City and Applicant and the decision to not pursue Locust Avenue access. Mr. Muehleke asked for clarification on why a bypass lane cannot be provided and recommended alternatives be reviewed.

Commissioner Boyd asked Staff to explain the reason and need for bypass lanes. Ms. Smith stated that bypass lanes are accepted industry standard and best practice for practical purposes.

Chair Mohr shared his excitement for the prospect of new development of this type in this area. He stated that he would like to see the sidewalk to Locust Street and removal of the southern-most parking spaces. Commissioner Kreiger agreed with Chair Mohr and noted the additional condition of the privacy fence discussed for screening the residential area.

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Chair Mohr expressed his concerns that the complexity and speed of traffic in the area could result in a dangerous situation, noting that all the other businesses in the area seem to have at least two access points. Ms. Smith noted that the proposed Site Plan does indicate future access to Caroline Street, should it ever be granted. She explained that there are also alternative methods of providing emergency access, and that the Commission can place Conditions on the approval of the Special Use Permit for the drive-through. She reminded the Commission that this case also goes to City Council.

Commissioner Beyer expressed concerns about the size of the queue that a customer could be constrained in without a bypass lane.

Commissioner Boyd expressed concerns about safety related to the access and bypass lane. He expressed excitement for the concept of adding the business to the area, noting that safety should not be sacrificed.

Chair Mohr discussed procedural items.

Commissioner Kreiger made a motion to approve the site plan, as presented, with the conditions: 1) elimination the five [parking] spots on the west side of the ingress/egress off of Market Street, and 2) the addition of a fence along the adjacent property. No second was provided. The motion failed.

Commissioner Beyer made a motion to deny the site plan, as presented. Seconded by Commissioner Danenberger. Mr. Boyle requested that Findings of Fact supporting the denial be added to the motion. City Staff and the Commission discussed procedural items. Commissioner Beyer retracted the motion. Commissioner Danenberger approved the retraction of the motion.

Ms. Smith pointed out that as Findings are discussed and found lacking, if they can be addressed by a Condition or Guarantee, the Commission may attach those to approval of the Special Use.

Chair Mohr restated concerns he heard related to the nature of the access drive and entry/exit off of Market Street as connected to Standard Three (3), "The extent to which adequately improved streets connected to the improved arterial street system are available or can be reasonably supplied to serve the uses proposed in the development," noting it presents safety concerns that could be remedied via access to Caroline Street, if that was able to be obtained.

Chair Mohr restated concerns he heard related to the bypass lane and parking near the entry as connected to Standard One (1), "The extent to which potential incompatibilities between the proposed development and surrounding existing development and/or zoning is minimized by such design features as placement of buildings, parking areas, access driveways and existing or proposed topography."

Mr. Boyle and Ms. Smith discussed procedural items and Chair Mohr restated the Findings.

Commissioner Beyer made a motion to accept the Finding of Fact that the site plan does not meet "adequately improved streets connected to the improved arterial street system." Seconded by Mr. Danenberger.

Mr. Danenberger - Yes, Mr. Muehleke - Yes, Ms. Beyer - Yes, Mr. Kreiger - Yes, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (7-0.)

Ms. Pemberton and Mr. Boyle discussed procedural items. Chair Mohr stated satisfaction in the level of discussion related to the reasons for approval or denial of the plan, as related to justification for findings of fact.

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Commissioner Beyer made a motion to deny the site plan based on the findings of fact. Seconded by Commissioner Danenberger.

Mr. Danenberger - Yes, Mr. Muehleke - No, Ms. Beyer - Yes, Mr. Kreiger - No, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (5-2-0.)

Ms. Pemberton recommended voting on the Variances since the Petitioner has not withdrawn the requests.

Commissioner Boyd made a motion to establish findings of fact that the subject property does not meet the Variance criteria for § 44-1207C(5) of the City Code and recommend that City Council deny the Variance associated with the Site Plan to not allow a drive-thru bypass lane for the property located at 1603 W. Market/1626 W. Locust. Seconded by Commissioner Beyer.

Mr. Danenberger - Yes, Mr. Muehleke - No, Ms. Beyer - Yes, Mr. Kreiger - No, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (5-2-0.)

Commissioner Boyd made a motion to establish findings of fact that the subject property does meet the Variance criteria for § 44-1307B(1) of the City Code and recommend that City Council approve the Variance associated with the Site Plan to allow less than required perimeter parking lot landscaping for the property located at 1603 W. Market/1626 W. Locust. Seconded by Commissioner Beyer.

Mr. Danenberger - Yes, Mr. Muehleke - Yes, Ms. Beyer - Yes, Mr. Kreiger - Yes, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (7-0.)

Ms. Pemberton noted that the case will be heard at City Council on March 27, 2023.

Chair Mohr announced a seven-minute break.

Chair Mohr called the Commission back to order at 5:30; Mr. Danenberger was no longer present.

Ms. Pemberton called the roll. Mr. Sant-Amour - Present, Ms. Beyer - Present, Mr. Muehleke - Present, Mr. Boyd - Present, Mr. Kreiger - Present, and Chair Mohr - Present. With 6 members present, a quorum was continued.

Chair Mohr asked Staff to present the next three cases (Z-07-23, Z-08-23, Z-09-23) together.

Z-07-23 Public hearing, review and action on a request by the Franklin Park Foundation for an S-4 (Historic Preservation District) Overlay for the property located at 809 N. McLean Street. PIN: 21-04-210-001.

Mr. Branham presented the Staff Reports with a recommendation for denial due to the duplicative nature of the requests. He reviewed the process of review for the cases to-date.

Commissioner Boyd inquired whether there are any additional protections given by the proposed overlay that the properties don't already have? Mr. Branham replied in the negative.

Chair Mohr opened the public hearing for Z-07-23. No persons were present to provide testimony. The Chair closed the public hearing.

Commissioner Boyd made a motion to accept the findings and recommendation of the Historic Preservation Commission, establish findings of fact that the proposed zoning map amendment is duplicative and not in the public interest and recommend denial of the petition. Commissioner Kreiger Seconded.

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REGULAR AGENDA ITEM NO. 8.D.

FOR COUNCIL: April 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending Chapter 2, Chapter 16, and Chapter 23 of the Bloomington City Code Relating to Deputy City Managers, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City Manager currently has 15 direct reports and oversees 13 separate City departments and divisions. There is currently one Deputy City Manager that assists with oversight, as well as performs other duties and special projects. To more efficiently serve the City, including achieving the City Manager's goal of providing more value and service to City residents, the City Manager has engaged in ongoing operational improvements since his tenure began. The next piece related to improving operational efficiency and oversight involves some internal restructuring. Under this restructuring, a second Deputy City Manager position is requested to be added to allow for more departmental oversight and to further allow duties to be given to each Deputy City Manager, all under the continued supervision of the City Manager.

The proposed Ordinance modifies the City Code to allow more than one Deputy City Manager and also updates "Assistant City Manager" to "Deputy City Manager".

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If a second Deputy City Manager is hired, the salary will be paid out of the (General Fund) Administration- Salaries Full Time account (10011110-61100).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Tim Gleason, City Manager

ATTACHMENTS:

[ADM 2B Ordinance](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE AMENDING CHAPTER 2, CHAPTER 16, AND CHAPTER 23 OF THE
BLOOMINGTON CITY CODE RELATING TO DEPUTY CITY MANAGERS

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

SECTION 1. That Bloomington City Code Chapter 2, Chapter 16, and Chapter 23 shall be amended as set forth on Exhibit A.

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

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

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

SECTION 5. This Ordinance shall take effect after its approval and publication as required by law.

PASSED this 10th day of April 2023.

APPROVED this _____ day of April 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
CODE AMENDMENTS

§ 2-307

[Ch. 2, Sec. 35] Responsibilities generally of department heads.

The heads of departments established in § 2-301 of this Code shall be immediately responsible to the City Manager, except as provided herein, for the effective administration of their respective departments and all activities assigned thereto. The City Manager may designate that the head of a department shall report to a ~~the~~ Deputy City Manager or another department head when the City Manager deems such necessary to increase efficiencies and/or effectiveness within the City organization. The City Manager may set aside any action taken by any department head and may supersede him/her in the functions of his/her office. In case of a vacancy in such office or during the absence of any department head appointed by the City Manager, the City Manager may designate an interim acting head or may personally perform the functions of the office. All department heads shall keep informed as to the best practices in their particular fields and shall inaugurate, with the approval of the City Manager and subject to the limitations of the annual appropriation ordinance, such new practices as appear to be of benefit to the service and to the public.

§ 2-311

[Ch. 2, Sec. 39] Same - powers and duties generally.

E. Every administrative department of the City established under § 2-301 of this Code and the Office of City Clerk shall be under the supervision and control of the City Manager, who shall have the power to remove from office any officer appointed by the Manager. The City Manager shall be responsible for the efficient and economical conduct of all such departments. Nothing herein, however, shall prevent the City Manager from designating that the head of a department shall report to a ~~the~~ Deputy City Manager or another department head when the City Manager deems such necessary to increase efficiencies and/or effectiveness within the City organization. To the extent a change in reporting or oversight conflicts with any other provision of the City Code, this provision shall control.

§ 2-312

[Ch. 2, Sec. 40] Same - Manager Pro Tempore.

In case of a vacancy in the office of the City Manager, or in case of the City Manager's absence from the City, temporary disability to act as City Manager, discharge by the Council, or resignation, the Mayor shall act as Manager during such absence or incapacity, unless he or she designates, in writing, that a ~~the~~ Deputy City Manager shall act as Manager or the Council appoints, by resolution, a Manager pro tempore. In such cases, the individual acting as Manager shall possess the powers and duties of the City Manager. No individual acting as Manager, however, may appoint or remove a department director or any other employee that reports directly to the City Manager prior to informing and seeking the advice of the City Council in a closed session as authorized by law, and he or she shall provide advance written notice to the City Council prior to any other employee terminations. Any resolution appointing the Manager Pro Tempore shall provide what, if any, compensation shall be provided and shall set forth the length of the appointment and/or the conditions upon which the appointment shall be nullified.

§ 16-411

[Ch. 16, Sec. 57A] City officers not to have interest in municipal contracts.

No officer of the City shall be interested, directly or indirectly, in any contract made and entered into under the provisions of this article in any manner which is prohibited by state law. For the purposes of this section, "officer" shall include all elected officials of the City of Bloomington, the City Manager, ~~a the Assistant~~ Deputy City Manager, all department heads of the City of Bloomington, and the assistant directors or deputies of all departments of the City, including the City Engineer, the Water Resources Manager, the Superintendent of Streets and Sewers, the Superintendent of Refuse and the Superintendent of Equipment Maintenance.

§ 23-104

[Ch. 23, Sec. 3.1] Boat docks.

Boat docks may be constructed and permitted upon Lake Bloomington under the following conditions only:

A. No dock shall be placed, constructed, operated, expanded or maintained in or on the Lake without a permit issued by the City after application for the same has been approved by the Water Department Director or designee. Dock permits shall be valid on a calendar year basis and run from January to December. Prior to January 1, 2020, the ~~Assistant~~ Deputy City Manager(s) shall have the authority to issue dock permits. Thereafter, the Economic & Community Development Department shall be responsible for issuing dock permits. The denial of any dock permit may be appealed to the City Manager.