CITY OF BLOOMINGTON CITY COUNCIL - SPECIAL SESSION MEETING MARCH 17, 2025

COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

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.

PUBLIC COMMENT

Each City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is alloted up to 3 minutes to speak. Individuals wishing to email public comment or speak remotely must email comments and/or register online at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person must register up to 5 minutes before the start of the meeting. Speakers will be selected at random. Public comment is a time to provide feedback. City Council does not respond to public comment. 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.

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 - Jenna Kearns
Ward 2 - Micheal Mosley
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Nick Becker
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Tom Crumpler

City Manager - Jeff Jurgens
Sr. Deputy City Manager - Billy Tyus
Deputy City Manager - Sue McLaughlin

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 - SPECIAL SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, MARCH 17, 2025, 6:00 PM

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

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

6. **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 January 21, 2025, Regular Committee of the Whole Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

7. **Regular Agenda**

   A. Presentation and Discussion on Home Sweet Home Ministries Non-Congregate Shelter Proposal, as requested by the Administration Department. *(Recommended Motion: None; Presentation only.) (Presentation by Matt Burgess, Home Sweet Home Ministries C.E.O., 10 minutes; and City Council Discussion, 10 minutes.)*

   B. Presentation and Discussion of the Infrastructure Projects Dashboard , as requested by the Engineering Departmentand the Administration Department. *(Recommended Motion: None; Presentation and discussion only.) (Presentation by Jim Karch, Interim Director of Engineering, 10 minutes; and City Council Discussion, 10 minutes.)*

   C. Presentation on the Status of and Next Steps for the Downtown Streetscape Project , as requested by the Administration Department. *(Recommended Motion: None; Presentation only.) (Presentation by Billy Tyus, Senior Deputy City Manager, 5 minutes; and City Council Discussion, 5 minutes.)*

D. Consideration and Action on a Resolution Waving the Formal Bidding Requirements and Authorizing the Purchase from Calgon Carbon Corporation, for Powered Activated Carbon (PAC), in an Amount Not to Exceed $556,800, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Ed Andrews, Water Department Director, 5 minutes; and City Council Discussion, 10 minutes.)*

8. City Manager's Discussion

9. Mayor's Discussion

10. Council Member's Discussion

11. Executive Session

12. 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.

CONSENT AGENDA ITEM NO. 6.A.

FOR COUNCIL: March 17, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the January 21, 2025, Regular Committee of the Whole 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, minutes 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, minutes are available for public inspection and posted to the City's website within 10 days after approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
CLK 1B Minutes

MINUTES
COMMITTEE OF THE WHOLE - REGULAR SESSION
TUESDAY, JANUARY 21, 2024, 6:00 P.M.

The Committee of the Whole convened in regular session in the Government Center Boardroom at 6:00 P.M. Mayor Mboka Mwilambwe called the meeting to order.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Vacant	Council Member, Ward 2	*Vacant*
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Remote
Tom Crumpler	Council Member, Ward 9	Present

Remote Participation

Council Member Montney made a motion, seconded by Council Member Danenberger, to allow Council Member Crumpler to attend the meeting remotely due to illness.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Montney, Danenberger, Becker, Hendricks, Ward, Lee

Motion carried.

Council Member Crumpler joined the meeting at 6:02 P.M.

Public Comment

No public comment was received.

Consent Agenda

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

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

Item 4.A. Consideration and Action to Approve the Minutes of the September 16, 2024, Regular Committee of the Whole Meeting, as requested by the City Clerk Department. *(Recommended Motion: That the minutes be approved.)*

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

Regular Agenda

The following item was presented:

Item 5.A. Presentation and Update on Recent Community Housing Data, as requested by the Administration Department.

Senior Deputy City Manager Billy Tyus introduced the Item.

Tracy Patkunas, President of the Mid-Illinois Realtors Association ("MIRA"), provided an update on Bloomington-Normal's current housing market. She reported that home sales had only increased 0.5% in the past year with the average sale price for homes increasing by 7.7% and the average price for new construction increasing by 9.3%. Ms. Patkunas noted local housing inventory being extremely low with only 99 active listings. She emphasized the need for more housing options in the community.

Patrick Hoban, Bloomington-Normal Economic Development Council Representative, presented an analysis of economic development and employment trends in the Bloomington-Normal area. He highlighted recent major business investments and job creation noting that a significant portion of the new jobs were filled by workers commuting to the community. Mr. Hoban expressed concern about not being able to keep jobs with individuals in the community. He stressed the need for more affordable housing options to attract and allow workers to live local.

Council Member Ward asked that the presentations given be provided to Council.

Council Member Montney confirmed with Sr. Manager Tyus that the City had approved at least 1,500 new housing units in recent years. She mentioned that construction had been primarily held up due to high construction costs. She then asked Mr. Hoban about other challenges or bottlenecks for developers he might be aware of. Mr. Hoban shared that he'd heard most about return on investment. He attributed the higher return to more attractive incentives or financing options available in neighboring communities that offset the construction costs.

Council Member Becker asked Mr. Hoban to provide more detail about the return on investment that was making neighboring communities more attractive for developers. Mr. Hoban explained that other communities often used tools like TIF (Tax Increment Financing) funding or Cities acted as banks themselves enabling higher guaranteed returns, around 9%, compared to the 6-7% achievable in Bloomington-Normal. He offered to provide incentive packages examples used in other communities when interested.

Council Member Montney asked Mr. Hoban about his observations on higher-priced homes staying on the market longer in Bloomington-Normal. Mr. Hoban agreed it was a problem.

Council Member Ward asked what was needed more, single-family houses or rentals. Ms. Patkunas shared that Bloomington needed both. Mr. Hoban recommended developers focus on rentals for manufacturing job and also mentioned empty nesters who may want to downsize. The two then discussed the need for market rate and affordable housing across the board.

Council Member Montney asked about ideal monthly expenses for housing. Mr. Hoban stated that $1,200-$1,500/month should be the target. They then discussed the need for affordable starter homes and how multi-family housing would be the best option.

Council Member Crumpler expressed concerns about recent graduates and talent being able to remain in Bloomington.

Mayor Mwilambwe asked Mr. Hoban about the process for determining the appropriate level of financial incentives, and Mr. Hoban explained that the incentives would be vetted and monitored by experienced professionals to ensure they were not exceeding what was necessary to make the projects more financially viable. Mr. Hoban also noted that providing incentives would not represent a loss of revenue for the City, as the development projects were not currently happening without the incentives.

The following item was presented:

Item 5.B. Presentation on the Bloomington-Normal Community Land Trust, as requested by the Administration Department.

Mark Adams, Bloomington Normal Community Land Trust ("BNCLT") President, a new non-profit organization serving the community, introduced Georgene Chissel, Vice President, and Noah Tang, Board Member.

Ms. Chissel presented on BNCLT's mission, vision, and values.

Mr. Adams explained that the BNCLT was not looking to acquire a significant portion of the area, but rather aimed to maintain a modest portfolio of around 50-75 properties. He stated that even having one community land trust ("CLT") home ready and available for a qualifying homebuyer per year would be considered a significant accomplishment for the organization. He emphasized that the CLT model focused on removing homes from the speculative market and providing 99-year ground leases to maintain long-term affordability. He went on to state that the BNCLT was prioritizing environmental solutions (solar panels, flood mitigation systems, etc.), as well as establishing a volunteer "Community Home Improvement Project Squad" to assist CLT homeowners and elderly/disabled residents with home maintenance and repairs.

Ms. Chissel shared two examples of how their Project Squad had already helped two elderly/disabled residents in the community.

Mr. Adams presented BNCLT's budget, with a goal of raising funding by the end of the year to cover the renovation costs of their first CLT home. He explained BNCLT was taking a conservative approach aiming to raise $54,000 before acquiring the first property.

Council Member Becker expressed concern about the financial sustainability of CLTs, noting research indicated they typically required a portfolio of 150-200 homes to be self-sustaining. Mr. Adams acknowledged the challenge and explained BNCLT had consulted with experts to develop a plan for gradually growing its portfolio to achieve long-term financial stability. Mr. Tang noted that more successful and financial independent CLTs also have rentals.

Council Member Ward inquired about BNCLT's plans for utilizing donated vacant land. Mr. Adams explained that they were partnering with organizations like Habitat for Humanity to develop affordable housing on donated land while retaining ownership of the land itself through the CLT model. Mr. Adams stated that BNCLT was open to partnerships, including faith-based organizations, to further its mission of providing affordable housing options.

Council Member Montney inquired about BNCLT's research into the potential impact on property tax revenues. Mr. Adams agreed it was a challenge as CLT homes were typically assessed below-market values to maintain affordability. He then explained that BNCLT was working to ensure a consistent interpretation of the state property tax code to mitigate the impact, and recognized there would likely be a reduction in tax revenue compared to market-rate housing. Mr. Tang noted BNCLT would focus on homes that were already tax delinquent.

The following item was presented:

Item 5.C. Presentation and Discussion on Potential Housing Incentive and Initiatives, as requested by the Administration Department.

Sr. Deputy City Manager Tyus acknowledged the housing shortage and affordability challenges facing the community. He stressed it as a priority issue for the City. He explained that the City had contracted with a consulting firm to review the Zoning Code and identify areas that could be modified to enable more "missing middle" housing types, such as duplexes and accessory dwelling units. Sr. Manager Tyus also discussed the City's efforts to streamline review processes and create more developer confidence through measures like self-certification of architects and engineers. He then discussed a standardized City incentive program staff were proposing that would offer developers various benefits, including 75% of the City's TIF increment for eligible costs, 50-100% fee waivers, sales tax abatement on construction materials, and a density bonus for affordable housing projects. He noted the goal of the program would be to provide developers with more certainty and reduce financial barriers for housing development without the City directly financing projects. He shared the proposed incentives were similar to other communities.

Kelly Pfeifer, Development Services Director, provided discussed fees associated with new construction in detail. She presented two scenarios for each development type - one with a 100% discount on the City's fees, and another with a 50% discount, showing the potential savings for the developer if the City had developer incentives available.

Council Member Ward and Sr. Manager Tyus discussed how a developer could receive a one-time tax waiver up to a certain dollar amount to assist in bringing down construction costs.

Mayor Mwilambwe noted the City did something similar for the restaurant Egg Republic.

Council Member Ward expressed support for a standardized incentive program.

Council Member Montney expressed concern about the potential impact sales tax rebates could have on existing businesses. Sr. Manager Tyus clarified that the rebates would only be tied to housing developments that included affordable units, not retail or restaurants. He explained that the intent was to incentivize new affordable housing, not to unfairly disadvantage existing businesses. He noted there being both business closures and openings in the Downtown area recently and emphasized the importance of balancing support for new development while maintaining the viability of existing businesses.

Council Member Hendricks expressed support for a standardized incentive package and asked if it would still allow for further discussions between the City and developers. Sr. Manager Tyus confirmed that standardized incentives would be the starting point and that additional discussions between the City and developers would still occur.

Mayor Mwilambwe and Sr. Manager Tyus discussed how staff had developed the proposed incentives, as well as the vetting process.

Sr. Manager Tyus asked Council about proposed fee reductions of either 50% or 100%, and whether they would support the standardized incentive program as presented. Council requested more detailed financial information on the potential impacts of the fee reductions before providing a definitive response. Sr. Manager Tyus stated that staff would provide Council with more detailed information before the next Committee of the Whole meeting.

City Manager's Report

Sr. Manager Tyus highlighted the significant attendance and increased ticket sales at recent Bloomington Bison Hockey games. He then recognized Lieutenant James Clesson, Lieutenant Rick Balletto, Lieutenant Robert Kosack, and Sergeant James Smith for graduating from Northwestern University's Center for Public Safety Program.

Executive Session

No Executive Session was held.

Adjournment

Council Member Hendricks made a motion, seconded by Council Member Montney, to adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried (viva voce).

The meeting adjourned at 8:09 P.M.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Mboka Mwilambwe, Mayor Amanda Stutsman, Deputy City Clerk

DRAFT

REGULAR AGENDA ITEM NO. 7.A.

FOR COUNCIL: March 17, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation and Discussion on Home Sweet Home Ministries Non-Congregate Shelter Proposal, as requested by the Administration Department.

RECOMMENDED MOTION: None; Presentation only.

STRATEGIC PLAN LINK:
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: A presentation will be given on Home Sweet Home Ministries' proposed non-congregate shelter.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Many community groups have taken part in the planning.

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

REGULAR AGENDA ITEM NO. 7.B.

FOR COUNCIL: March 17, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation and Discussion of the Infrastructure Projects Dashboard , as requested by the Engineering Department and the Administration Department.

RECOMMENDED MOTION: None; Presentation and discussion only.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:
Objective 2e. Investing in the City's future through a realistic, funded capital improvement program

BACKGROUND: The new GIS-based project dashboard is designed to keep the public informed and engaged about planned and ongoing infrastructure projects. It provides comprehensive, interactive access to project details such as the type of project, project timeline, project description, current project stage, and the funding source. The dashboard also offers details regarding Illinois Department of Transportation (IDOT) projects, providing the public with information about these key initiatives. The map-based interface allows users to explore projects visually, track progress, and stay informed about the impact of infrastructure development in their area. This platform enhances public engagement and promotes greater transparency in infrastructure planning and execution.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amy Overton, Business Operations Manager

REGULAR AGENDA ITEM NO. 7.C.

FOR COUNCIL: March 17, 2025

WARD IMPACTED: City-Wide Impact and Ward 6

SUBJECT: Presentation on the Status of and Next Steps for the Downtown Streetscape Project, as requested by the Administration Department.

RECOMMENDED MOTION: None; Presentation only.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities
Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:
Objective 2a. Better quality roads and sidewalks
Objective 2c. Functional, well maintained sewer collection system
Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: Staff will present a brief update on what's happening with, and the next steps for, the Downtown for Everyone streetscape project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Plan was created through substantial public input and built upon plans vetted and prepared previously.

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

REGULAR AGENDA ITEM NO. 7.D.

FOR COUNCIL: March 17, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Waving the Formal Bidding Requirements and Authorizing the Purchase from Calgon Carbon Corporation, for Powered Activated Carbon (PAC), in an Amount Not to Exceed $556,800, as requested by the Water Department.

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

BACKGROUND: The Water Department is recommending waiving the formal bidding requirements and the purchase of Powdered Activated Carbon ("PAC") from Calgon Carbon Corporation for $1.42/pound of material, in an amount not to exceed $556,800. PAC is used in drinking water treatment to remove contaminants like MIB and Geosmin, to improve taste and odor, and to control disinfection byproducts. The Water Department is using a temporary PAC system at the Water Treatment Plant to feed the Powdered Activated Carbon. The PAC will be fed into the raw water at the Water Treatment Plant where it will remove contaminants by absorption. Then, the PAC with the absorbed contaminants will be removed from the water in the clarifier/softeners and discharged with the waste lime softening sludge.

Calgon Carbon Corporation is the City's current Granular Activated Carbon (GAC) supplier and the successful bidder for FY26's GAC and bulk PAC. Due to the need for improved public service, City staff believe it is in the best interest of the City to utilize a known product from the same company. For these reasons, City staff recommends waiving the formal bidding requirements and utilizing a current vendor.

A purchase order will be created for the remaining FY 2025 Budget, in the amount of $170,400, and a new purchase order will be created for the remaining expenditure of $386,400 in FY 2026 if approved in the FY26 Budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase Powdered Activated Carbon (PAC) from Calgon Carbon Corporation in the amount of $1.42/lb and in an Amount Not to Exceed $556,800 from the newly created Water Purification-Powder Activated Carbon account (50100130-71721). A purchase order will be created for the remaining FY 2025 Budget

quantity in the amount of $170,400. A new Purchase Order will be created for the remaining expenditure in FY 2026 for $386,400 when the FY 2026 Budget is adopted. If approved, a budget transfer in the amount of $170,400 for the FY 2025 portion, moving budgeted funds from the Water Mechanical Maintenance-Other Capital Improvement account (50100160-72620) to the newly created Water Purification-Powder Activated Carbon account (50100130-71721) will be processed. Stakeholders can locate the Water Mechanical Maintenance budget where the FY 2025 Budgeted Funds are being transferred from in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 143.

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:
WTR 1B Resolution
WTR 1C Resolution - Exhibit A - Quote

RESOLUTION NO. 2025 - ____

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING THE PURCHASE FROM CALGON CARBON CORPORATION, FOR POWDERED ACTIVATED CARBON (PAC), IN AN AMOUNT NOT TO EXCEED $556,800

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

WHEREAS, the CITY has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 60; and

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of Powdered Activated Carbon ("PAC"), in the amount of $1.42/pound for a total amount not to exceed $556,800 ("PURCHASE"); and

WHEREAS, a detailed quote is attached (Exhibit A); and

WHEREAS, Calgon Carbon Corporation is the City's current Granular Activated Carbon (GAC) supplier and the successful bidder for FY26's GAC and bulk PAC. City staff believe it is in the best interest of the City to utilize a known product from the current vendor company; and

WHEREAS, the CITY has been experiencing prolonged high levels of taste and odor compounds in its two surface water sources, Lake Bloomington and Lake Evergreen; and

WHEREAS, the CITY has already purchased two emergency loads of PAC. This purchase quote will provide coverage until the permanent PAC System is brought online; and

WHEREAS, the Illinois Environmental Protection Agency (IEPA) has granted the CITY an emergency permit to operate a temporary PAC system anticipating a permanent PAC system; and

WHEREAS, the City Council finds it in the best interest of the City to waive the formal bidding requirements associated with the purchase of the PAC and approve the proposed Purchase.

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

SECTION 1. The above recitals are incorporated herein by reference as if stated in full, and the formal bidding requirements are waived.

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

PASSED this 24th day of March 2025.

APPROVED this ___ day of March 2025.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Activated Carbon Scope for Bloomington, IL

Calgon Carbon Corporation
3000 GSK Drive,
Moon Township, PA 15108

Date: 3/10/2025
Job Title: WPH 1000 Supply
Job Location: Bloomington, IL

Quote 00024980

Product	Quantity	Unit Price	Total Price
WPH 1000	40,000lbs	$1.42/lb	$56,800.00

Items Included

- Product: WPH 1000
- Quantity: 40,000lbs
- Scope: Pricing for the delivery one truckload (40,000lbs) of WPH 1000 in 1,000lb super sacks to Bloomington, IL
    - Price includes carbon and shipping to Bloomington, IL

Items NOT Included

- Any applicable taxes not included.

Schedule

- Delivery: Dependent upon receipt of a Purchase Order.

Special Terms & Conditions

1. Unless otherwise noted, or until other Terms and Conditions are provided, this offer is made only under Calgon Carbon Corporation's Terms and Conditions for the Sale of Carbon and Media.
2. Pricing provided is exclusive of any sales tax.
3. Scope of Supply/Pricing does not include any payment or performance bonds. Costs for any such bond (if necessary or requested by the buyer) will be added to the quoted pricing.
4. Upon acknowledgement of any purchase order, the buyer will be requested to complete a Credit Application and provide Tax Exemption Documentation.
5. The quoted price is valid until 12/31/2025.

For more information or to place an order, contact:

Zac Cronin

Calgon Carbon Corporation - A Kuraray Company

Inside Sales Representative

Zachary.cronin@Kuraray.com

(412) 932-7709

Terms and Conditions for the Sale of Carbon and Media

1) DEFINITIONS:

(a)	Seller:	Calgon Carbon Corporation or its applicable subsidiary or affiliate
(b)	Buyer:	The buyer named in the Documentation
(c)	Documentation:	The proposal, confirmation, acknowledgement or other contract, as applicable, for the sale of the Products to which these Terms and Conditions are attached
(d)	Goods:	Any carbon cloth, carbon, resin, diatomaceous earth, and/or perlites sold pursuant to the terms of the Documentation
(e)	Products:	The Goods and services, collectively, described in the Documentation
(f)	Agreement:	The Documentation, these Terms and Conditions and any attachments referenced in the Documentation

2) GENERAL: Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this Agreement and either party's standard forms, this Agreement shall govern.

3) PRICE AND PAYMENT: The price shall be as stated in the Documentation. Unless otherwise stated in the Documentation: (a) The price is exclusive of any taxes, tariff, and duties of any kind which either party may be required to pay with respect to the sale of goods described in the Documentation, and Buyer shall be responsible for the payment of all taxes, tariffs and duties related hereto, except for income taxes imposed on Seller; (b) Sales tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided; (c) Products will be billed for at the time of delivery; and (d) Payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice. Buyer agrees that Seller, at its discretion, may accelerate and make due and payable all remaining payments if Buyer shall fail to perform any of its obligations hereunder or under the Documentation, including without limitation Buyer's failure to pay any amount when due, subject to any applicable cure periods provided for herein.

4) PRICING CONDITIONS:

(a) Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a sixty (60) day period beginning with the date of the Documentation.

(b) If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January 1st of such calendar year as outlined in the Documentation; provided that if the Documentation is silent, the mechanism set forth in Section 4(c) below will apply.

(c) If the Documentation is silent regarding the mechanism for adjustment of fees, the fees will be adjusted on January 1st of such calendar year by the annual percentage change in the combined average of two Producer Price Indices, as published by the United States Department of Labor: (i) Producer Price Index of other Petroleum and Coal Products Manufacturing, and (ii) Producer Price Index of Basic Organic Chemicals. The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two percentages will then be averaged for calculating the final percent increase to which all Goods will be subject. If the calculation would result in a negative adjustment, no changes shall be made for such year.

5) SALE AND DELIVERY: Sale terms and pricing, unless otherwise specified in the Documentation, are F.O.B. Seller's point of shipment (Incoterms® 2020). If freight is to be prepaid by Seller and added to the amount due, Seller shall add up to a thirty-five percent (35%) surcharge to the freight charges. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of any Product in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

6) TITLE AND RISK OF LOSS: Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Goods in transit pursuant to Section 5 above, title to and risk of loss of the Goods will pass to Buyer upon delivery of the Goods by Seller to the carrier at Seller's point of shipment. Notwithstanding the foregoing or the provisions of the Uniform Commercial Code or Incoterms® 2020, if Buyer is located outside of the United States of America, title to the Goods, and all accessions to or products of the Goods, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer.

7) AVAILABILITY: Shipment dates (and delivery and installation dates, if included in the scope of work) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days beyond the originally scheduled delivery date and such delay is caused by Buyer, Buyer will be subject to storage charges from the scheduled shipment date of two percent (2%) of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buyer's risk and expense.

8) SERVICES:

(a) All orders which include services (including installation, supervision, startup, training, testing, etc.) as stated in the Documentation will require the completion of the Pre-Visit Checklist and Service Request Form prior to scheduling the visit. If there are delays, cancellations, or failures by Buyer to meet service personnel at designated times, then fees will be assessed to the customer at Seller's then-applicable per hour rate for each hour of delay for each person. For domestic or international travel, additional fees will apply.

(b) Buyer shall make the premises, where services are to be performed (the "Premises"), available to Seller at all reasonable times as Seller may request, such that Seller shall be able to perform the services in a timely manner. Buyer shall bear all risk and liability associated with its inability to make the Premises available to Seller to perform the services. Prior to the commencement of services, Buyer shall ensure that the Premises are in good repair and in safe condition, and shall notify Seller of any dangerous, unsafe or hazardous conditions associated with the Premises, such that Seller can take the appropriate safeguards. Prior to the commencement of any work, Buyer shall notify Seller of any special workplace requirements, safety standards, operating procedures or other conditions imposed on persons performing work at the Premises.

(c) Any spent activated carbon covered by this Agreement will be subjected to reactivation acceptance testing by Seller as described in Seller's Guidelines for Return for Reactivation of Granular Activated Carbon, which Seller may update from time to time in its sole discretion. Buyer will provide any information required by Seller relative to evaluating carbon acceptance. Seller reserves the right to reject any and all activated carbon if, in its judgment, it is unsuitable for reactivation. Further, Seller will periodically retest the spent activated carbon to assure it remains acceptable for reactivation and that it does not contain constituents that were not in the carbon acceptance sample and/or Adsorbate Profile Document. Seller reserves the right to apply a surcharge for reactivation of spent carbon with quality that creates excessive corrosion, slagging,

exothermic reactions, or other operational problems including lower furnace operating rates. If the spent activated carbon becomes unacceptable for reactivation, disposal of the carbon will be the responsibility of Buyer. Seller reserves the right to reactivate the spent carbon at any of its reactivation facilities where carbon acceptance exists.

9) PERMITS, LICENSES AND FEES: Buyer shall be responsible, at its sole expense, for all environmental permits, applications, regulatory approvals, and other permits or licenses that may be required for installation and/or operation of the Products.

10) TERMINATION: Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct its operations in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (g) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth in the Uniform Commercial Code of any applicable jurisdiction and all other remedies available at law or in equity. Sections 2, 10, 11, 12, 14, 15, 16, 18, 19 and 20 shall survive termination or expiration of this Agreement.

11) LIMITED WARRANTIES:
(a) Unless otherwise specifically provided for in the Documentation, Seller warrants that all Products provided under this Agreement shall, at the time of delivery, conform to Seller's then-applicable specifications for such Products. Seller shall correct (by replacement of Goods or reperformance of services) any failure to conform to the foregoing warranty of which it is notified in writing within ninety (90) days from delivery. Any Goods removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.

(b) **THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE DEFECTIVE GOODS OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF DEFECTIVE GOODS OR SERVICES. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE PRODUCTS OTHER THAN THOSE CONTAINED IN THIS SECTION. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

(c) The sale of any Products pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by any third party. Buyer agrees not to use the Products for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, Buyer agrees not to resell or sublicense the use of Products for any use not expressly granted hereunder. Any warranty obligations do not apply to any specific use of the Products, application of the Products, modification of the Products, or combination of the Products with any product manufactured by any third party. Seller, except as noted herein, does not and will not warrant, indemnify, or in any other way share responsibility for Buyer's use, application, modification, or combination of the Products.

12) LIMITATION OF LIABILITY: Notwithstanding any provision to the contrary herein, except with respect to a breach of the confidentiality obligations set forth in Section 15 hereof, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages, or lost profits, as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Seller's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Seller is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Seller hereunder, and (b) One Million Dollars ($1,000,000). All Claims of whatsoever nature shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Moreover, any failure of Buyer to notify Seller of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, or adjustment shall relieve Seller of any further responsibilities hereunder.

13) FORCE MAJEURE: Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, pandemic, epidemic, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Seller and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

14) EXPORT CONTROLS: Buyer acknowledges that the Products and related technology are subject to U.S. export control and economic sanctions laws and regulations, which may include the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer further acknowledges that the re-export of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the re-export or retransfer of the Products and/or related technology. U.S. law also restricts the re-export or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any re-export or retransfer of the Products and/or related technology. Seller makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Seller shall have the right to terminate this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

15) CONFIDENTIALITY: Other than in the performance of the terms of this Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) is information previously known to Buyer as

evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. The burden of proof that the information resides within one of the exceptions set forth above shall be on Buyer. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Buyer shall provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information. Buyer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of Seller's products, samples or prototypes without Seller's specific written authorization.

16) SECURITY INTEREST: Buyer hereby grants Seller a security interest in the Goods to secure the payment of the purchase price, and shall not sell, lease, transfer or encumber the Goods and will keep the Goods free from any and all liens and security interests until Seller has been paid in full. Buyer shall execute any and all documents reasonably requested by Seller to protect such security interests.

17) MANAGEMENT OF CHANGE: Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alterations with respect to the Products hereunder (the "Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole discretion, and so long as Seller has not separately agreed in writing to provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

18) APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The parties consent and submit to the exclusive jurisdiction and service of process of any state or federal court located in Allegheny County, Pennsylvania.

19) MISCELLANEOUS:

(a) Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Seller may, without Buyer's consent, assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with Seller or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Products. Seller may use subcontractors to fulfill its obligations pursuant to this Agreement.

(b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

(d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.

(e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, invoices or other documents.

(f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate in writing to the other.

(g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.

(h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

20) ENTIRE AGREEMENT: With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.