



**CITY OF
BLOOMINGTON
COUNCIL MEETING
MARCH 8, 2021**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor, At-Large - Tari Renner

City Council Members

Ward 1 - Jamie Mathy

Ward 2 - Donna Boelen

Ward 3 - Mboka Mwilambwe

Ward 4 - Julie Emig

Ward 5 - Joni Painter

Ward 6 - Jenn Carrillo

Ward 7 - Mollie Ward

Ward 8 - Jeff Crabill

Ward 9 - Kim Bray

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, MARCH 8, 2021, 6:00 P.M.

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

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

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

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

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

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

Clerk-led Roll Call Vote

- A. Consideration and action to approve the Minutes of the February 8, 2021 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and action to approve Bills and Payroll in the amount of \$5,813,901.74, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and action to approve the Purchase of the Annual Software Subscription for Software Licensing, Hosting, and Maintenance Renewal for the Kronos Time Keeping Solution/Workforce Management Suite and Workforce TeleStaff software including equipment support services, in the amount of \$135,235.12, as requested by the Information Technology Department and the Human Resources Department. *(Recommended Motion: The proposed Purchase be approved.)*
- D. Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving a Contract with MidCo Systems Now Known as Securitas Electronic Security, Inc., for the Purchase and Installation of an Access Control and Camera System for Public Works, in the Amount of \$189,880.42, as requested by the Public Works Department and the Information Technology Department. *(Recommended Motion: The proposed Resolution and Contract be approved.)*
- E. Consideration and action on a Resolution Authorizing Acceptance of the Illinois Housing Development Authority's Strong Communities Program Grant, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*
- F. Consideration and action on an Ordinance Approving the Final Plat of Capodice Subdivision, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- G. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021, as it Relates to the Library Maintenance and Operating Budget, in the amount of \$1,453,584, as requested by the Bloomington Public Library. *(Recommended Motion: The proposed Ordinance be approved.)*
- H. Consideration and action on an Ordinance Authorizing the City Manager to Approve Right-of-Way, Easements, and Related Agreements for the Hamilton Road Improvement Project and Fox Creek Bridge & Road Improvement Project, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- I. Consideration and action on an Ordinance Approving Farm Lease Extensions on Two City of Bloomington Farms Commonly Known As Parker Bottom and Farm #8425, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

9. Regular Agenda

Clerk-led Roll Call Vote

- A. Presentation of the Utility Billing Conversion and resident engagement/interface platform, Invoice Cloud, as requested by the Finance Department. *(Recommended Motion: None; presentation only.) (Presentation by Scott Rathbun, Finance Director, 10 minutes; and City Council discussion, 5 minutes.)*
- B. Presentation and discussion of FY 2022 and FY 2023 Resurfacing Projects, as requested by the Public Works Department. *(Recommended Motion: None; presentation only.) (Presentation by Kevin Kothe, PE, Director of Public Works, 10 minutes; and City Council discussion, 10 minutes.)*
- C. Consideration and action on a Resolution Establishing the Streets to be Resurfaced in Fiscal Years 2022 and 2023, Authorization of Waiving the Technical Bidding Requirements, and Authorizing City Staff to Negotiate a Contract with Rowe Construction - A Division of United Contractors Midwest for the FY 2022 General Street Resurfacing Program, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Kevin Kothe, P.E., Director of Public Works, 10 minutes; and City Council discussion, 20 minutes.)*
- D. Presentation of the FY2022 Proposed Budget, as requested by the Finance Department. *(Recommended Motion: None; presentation only.) (Presentation by Scott Rathbun, Finance Director, 20 minutes; and City Council discussion, 15 minutes.)*
- E. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department. *(Recommended Motion: No modifications recommended at this time.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session - Cite Section

Clerk-led Roll Call Vote

14. Adjournment

Voice Vote

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: March 8, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The included Appointments are representative of City Council's approval from the February 22, 2021 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

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

Billy Iyus, Deputy City Manager

3/2/2021

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

Tara Henry, Legislative Assistant

3/2/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- ADM 1B Recognition of Appointments from 022221_PSCRB_Planning



Appointment

Ashley Farmer: Public Service & Community Relations Board



Appointment

Brady Sant Amour: Planning Commission

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: March 8, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the February 8, 2021 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

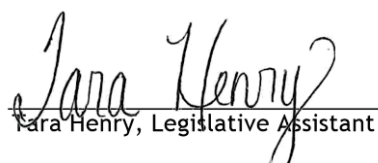
Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:


Leslie Yocum, City Clerk

3/4/2021


Tara Henry, Legislative Assistant

3/4/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- CLK 1B DRAFT Council Minutes 02-08-2021



MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, FEBRUARY 8, 2021, 6:00 P.M.

This meeting was conducted under Governor Pritzker's Executive Order 2020-07 Section 6, which was reissued and extended by Executive Order 2021-04, and implemented in response to COVID-19, which suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.

The City Council convened in regular session virtually via Zoom conferencing with the City Manager, Tim Gleason, and City Clerk, Leslie Yocum, in-person in City Hall's Council Chambers at 6:00 p.m., Monday, February 8, 2021. The meeting was called to order by Mayor Pro Tem Mboka Mwilambwe.

Roll Call

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

COVID-19 Update by City Manager

City Manager, Tim Gleason, provided an update on McLean County Health Department's COVID-19 vaccination statistics and availability of the vaccine. He stated that the City had awarded \$152,000 for the Residential Direct Aid program of the Community Development Block Grant COVID-19 ("CDBG-CV") and he provided a status update on the applicants for the second round of CDBG Small Business COVID-19 Assistance Grants.

Recognition/Appointments

A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officers Russell, Stone, Pippins, and Nelson, upon their completion of an eighteen-month probation

Interim Police Chief, Greg Scott, presented four Bloomington Police Officers who had completed their field training and provided a brief background of each: (1) Matthew Russell; (2) Adam Stone; (3) Jesse Pippins; and (4) Patrick Nelson. Leslie Yocum, City Clerk, then swore in each officer and Mayor Pro Tem Mwilambwe expressed his appreciation for each officer's service and dedication to service.

Public Comment

Mayor Pro Tem Mwilambwe opened the meeting for public comment. Zachary Gittrich spoke live, and Trevin Gaffney was named as having emailed public comment.

Consent Agenda

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

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

Mayor Pro Tem Mwilambwe directed the Clerk to call the roll, which resulted in the following:

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

Motion carried.

Item 8.A. Consideration and action to approve the Minutes of the January 11, 2021 Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and action to approve Bills and Payroll in the amount of \$6,647,860.70, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and action to approve Appointment to the Housing Authority Board, as requested by the Administration Department. (Recommended Motion: The proposed Appointment be approved.)

Item 8.D. Consideration and action on an Intent to Award and an Agreement with Stark Excavating, Inc., for the Locust Street CSO Elimination and Water Main Replacement Phase 2, in the amount of \$4,330,316, as requested by the Public Works Department. (Recommended Motion: The proposed Intent to Award and Agreement be approved, upon concurrence from the Illinois Environmental Protection Agency.)

Item 8.E. Consideration and action on a Resolution Approving Loan Agreements with the Illinois Environmental Protection Agency from the Water Pollution Control Loan Program and Public Water Supply Loan Program for the Construction of the Locust Street CSO Elimination and Water Main Replacement Phase 2, in the amount of \$4,212,591, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.F. was pulled from the Consent Agenda by Council Member Carrillo.

Item 8.G. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2021, to increase the Community Development budget by \$74,765.20, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.H. Consideration and action on an Ordinance Amending the Contract Between the City of Bloomington and the City Manager, as requested by the City Council. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.I. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2021, to increase the Community Development Block Grant (CDBG) budget by \$546,029, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.J. Consideration and action on an Ordinance Approving an Amendment to the Amended and Restated Lease Agreement with the Public Building Commission and McLean County, reducing the City's rental payment for FY 2022 by \$122,622, as requested by the City Clerk Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.K. Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Located South of Southgate Drive and East of South Main Street, Approximately 7.31 Acres in the Southgate Commercial Plaza Subdivision, from B-2 Local Commercial District to C-1 Office District, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.L. was pulled from the Consent Agenda by Council Member Carrillo.

Item 8.M. Consideration and action on a Liquor License Change of Ownership Application from PSM Shell, Inc., d/b/a PSM Shell, located at 2401 E. Oakland Ave., holding a Class GPBS (Gas Station, Package Sales, Beer and Wine Only, Sunday Sales) license, to Jay Sadhimaa Two, LLC, d/b/a Bloomington Shell, for the same license type, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved contingent upon employees receiving BASSET certifications, a local manager being established, and upon compliance with all building, health, and safety, codes.)

Item 8.N. Consideration and action to approve a Lake Bloomington Lease Transfer and Supplemental Agreement for Lot 18 in Block 3 in Camp Kickapoo, from Anne Bliss, to the petitioners, Douglas C. and Tracey A. McCord, as requested by the Public Works Department. (Recommended Motion: The proposed Lease Transfer and Supplemental Agreement be approved.)

Items Pulled from the Consent Agenda

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

Item 8.F. Consideration and action on an Ordinance Authorizing a Text Amendment to the Bloomington Zoning Ordinance, Chapter 44 of the City Code, to Establish the R-D Downtown Neighborhood Residence District, and Further Authorizing Map Amendments to the Official Zoning Map for Properties in the City of Bloomington, as requested by the Economic & Community Development Department.

Council Member Mathy recused himself as he was a resident of Dimmitt's Grove.

Council Member Carrillo thanked all who worked on the item.

Council Member Carrillo made a motion, seconded by Council Member Emig, to amend Table 4-2 of Exhibit B of the proposed Ordinance to allow group living, agency operated group homes, group living dormitories, and commercial boarding rooming houses with a Special Use Permit.

Mayor Pro Tem Mwilambwe directed the Clerk to call the roll, which resulted in the following:

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

RECUSED: Mathy

Motion carried.

Council Member Carrillo made a motion, seconded by Council Member Emig, that the proposed Ordinance for the map amendment be approved as recommended by the Planning Commission and that the text amendment Exhibit B be approved as amended.

Mayor Pro Tem Mwilambwe directed the Clerk to call the roll, which resulted in the following:

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

RECUSED: Mathy

Motion carried.

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

Item 8.L. Consideration and action on an Ordinance Amending Chapter 35 of the City Code to add Two Ex-Officio Youth Members to the Public Safety Commission Review Board, as requested by the Administration Department and the Police Department.

Council Member Carrillo read Trevin Gaffney's emailed public comment and expressed interest in youth members being given voting privileges. She stated that she had received a number of concerns and suggested a closer review of the Public Safety and Community Relations Board ("PSCRB") by-laws.

Council Member Carrillo made a motion, seconded by Council Member Mathy, to amend the proposed Ordinance to allow PSCRB Youth Board Members on the Board with the ability to vote.

Council Member Painter recognized Gary Moore, a Bloomington High School Senior, who initially proposed the inclusion of youth members on the PSCRB. She expressed her belief that the Ordinance should be approved as submitted by Mr. Moore and suggested that voting be considered separately in the future.

Council Member Boelen agreed with Council Member Painter.

Council Member Crabill asked for clarification on the differences of making the youth Members ex-officio verses full members with the ability to vote. Jeff Jurgens, Corporation Counsel, stated that the PSCRB had discussed giving voting rights to youth members, but had instead decided to submit the Ordinance to Council without voting rights included.

Council Member Ward expressed support in the current motion and provided examples of maturity for the 16 to 21-year-old age group.

Council Member Bray commented to the community engagement segment of the PSCRB meeting. She supported the Ordinance as submitted by the PSCRB and expressed interest in future considerations for allowing voting.

Council Member Emig supported the amendment and suggested that Council table the item to allow for additional input by the PSCRB and the original submitter.

Council Member Mathy expressed support of the amendment and echoed the sentiments of maturity level in the proposed age group for youth members.

Council Member Boelen expressed concern that the Board composition would need to be reviewed if additional members with the ability to vote were added.

Council Member Painter read the original submission from Gary Moore that requested the addition of youth members.

Council Member Ward asked for clarification on the PSCRB name as listed on the agenda.

Council Member Boelen clarified the name was Public Safety and Community Relations Board.

Mr. Jurgens explained that Michael Hurt, Chief Diversity Officer, stated that the PSCRB discussed non-voting privileges for youth members and reminded Council that the Board was created and designed by the Council.

Council Member Carrillo called the question.

Mayor Pro Tem Mwilambwe directed the Clerk to call roll, which resulted in the following:

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

NAYES: Boelen, Bray

Motion carried.

Council Member Boelen asked how the amended Ordinance would affect the Ordinance that determined the number of board members. Mr. Jurgens responded that Code language would be updated to reflect the amendment.

Council Member Carrillo made a motion, seconded by Council Member Ward, to approve the proposed Ordinance as amended.

Mayor Pro Tem Mwilambwe directed the Clerk to call roll, which resulted in the following:

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

Motion carried.

Regular Agenda

The following item was presented:

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

No modifications were recommended.

City Manager's Discussion

City Manager Gleason highlighted the Curbside Farmer's Market, which had replaced the Indoor Farmer's Market due to COVID-19. He recognized an upcoming Downtown event that celebrated female entrepreneurs and he informed the community that Bloomington had 50 female-owned businesses in the Downtown area. He then celebrated Michael Hurt, Chief Diversity Officer, for his completion of Certified Diversity Executive credentials. He went on

to remind the community where to find the Budget 101 videos on the website and encouraged the community to learn about the budget process.

Mayor's Discussion

No Mayor's Discussion was had.

Council Member's Discussion

Council Member Mathy stated that Mayor Renner missed the meeting due to a personal emergency.

Council Member Crabill reminded the community to apply for the CDBG Residential and Small Business Grant programs.

Council Member Boelen highlighted the PATH Crisis Center and their continued efforts to place homeless individuals into motels due to the cold weather. She encouraged the community to support PATH if they were able.

Council Member Emig echoed comments on PATH and recognized the partnership between Dimmitt's Grove Neighborhood and the City. She then commented on the benefits of group homes and support of a Special Use Permit for them. She encouraged the community to complete Connect Transit's survey on the new transfer center location.

Council Member Bray recognized Saint Valentine's Day and encouraged all to step into the role of ministry and service.

Executive Session - Cite Section

Mayor Pro Tem Mwilambwe made a motion, seconded by Council Member Boelen, to enter into Executive Session to discuss Collective Bargaining per Section 2(c)(2) of 5 ILCS 120 and Personnel per Section 2(c)(1) of 5 ILCS 120.

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

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

Motion carried.

Return to Open Session and Adjourn

Council Member Ward made a motion, seconded by Council Member Bray, to return to Open Session and adjourn the meeting.

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

Motion carried (viva voce).

The meeting adjourned at 6:25 p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Amanda Mohan, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: March 8, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$5,813,901.74, as requested by the Finance Department.

RECOMMENDED MOTION:

The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Bills and Payroll are filed in the City Clerk's Department. The full Bills and Payroll Report is now housed under Finance documents on the City website available at <https://www.cityblm.org/bills>.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$5,813,901.74 (Payroll total \$2,706,704.92, Accounts Payable total \$2,806,588.47, and Bank Transfers total \$300,608.35).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

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

F. Scott Rathbun, Finance Director

3/3/2021

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

Tara Henry, Legislative Assistant

3/3/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
2/26/2021	\$ 2,120,139.69	\$ 586,565.23	\$ 2,706,704.92

Off Cycle Adjustments

PAYROLL TOTAL \$ 2,706,704.92

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
3/8/2021	AP General	\$ 2,329,902.70
	AP JMScott	
3/8/2021	AP Comm Devel	\$ 13,479.65
3/8/2021	AP IHDA	\$ 247.84
3/8/2021	AP Library	\$ 48,818.68
3/8/2021	AP MFT	\$ 84,179.31
2/19/21-3/2/2021	Out of Cycle	\$ 329,960.29
2/1/2021-2/22/2021	AP Bank Transfers	\$ 300,608.35
	AP TOTAL	\$ 3,107,196.82

PCARDS

Date Range

PCARD TOTAL

GRAND TOTAL \$ 5,813,901.74

Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: March 8, 2021

SPONSOR: Information Technology Department and Human Resources Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of the Annual Software Subscription for Software Licensing, Hosting, and Maintenance Renewal for the Kronos Time Keeping Solution/Workforce Management Suite and Workforce TeleStaff software including equipment support services, in the amount of \$135,235.12, as requested by the Information Technology Department and the Human Resources Department.

RECOMMENDED MOTION:

The proposed Purchase be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: During the November 28, 2016 meeting, Council provided approval for a project to replace the City's antiquated time keeping and scheduling solutions with a workforce management solution from Kronos, Inc. This request before Council is to approve the annual maintenance/licensing renewal of this cloud-based solution. As set forth in the original agreement, the annual cost for licensing, cloud-based hosting, maintenance and support is a fixed cost of \$110,070.00 per year through fiscal year 2021. This year's renewal cost is higher (\$121,019.92) as 150 more Kronos Workforce user licenses were added in FY20 for a total of 1,200. The maintenance renewal cost per license still matches the original agreement. The equipment support services for Intouch hardware is \$14,215.20. Staff is requesting Council approval for the fiscal year 2021 payment for a total of \$135,235.12, which would be year five approved within the original agreement.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic however, this project is a priority of the City. Staff is recommending this renewal as this is the City's timekeeping system and the City has made a significant capital investment with Kronos. The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds for this maintenance renewal totaling \$135,235.12 is budgeted in the Information Services - Repair and Maintenance Office and Computer Equipment account (10011610-70530). Stakeholders can locate this in the FY 2021 Budget Book titled "Budget Overview & General Fund" on page 158.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

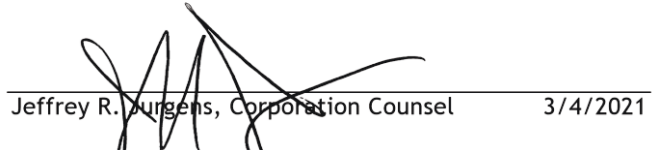
Prepared by: Craig McBeath, Director of Information Technology

Reviewed by:


Craig McBeath, Director of Information Technology 3/1/2021


Carla Murillo, Procurement Manager 3/2/2021


Chris Tomerlin, Budget Manager 3/2/2021


Jeffrey R. Jurgens, Corporation Counsel 3/4/2021


Tara Henry, Legislative Assistant 3/4/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- IT 1B Kronos Renewal
- IT 1C Kronos Council Memo 112822016



REMIT CHECKS TO:
PO BOX 743208
ATLANTA, GA 30374-3208

ELECTRONIC TRANSFERS TO:



INVOICE

Invoice Number: 11706583
Page: 1 of 2

Invoice Date: 04-JAN-21
Due Date: 03-FEB-21

TAX ID 04-2640942

Please forward your remittance advice to cash-receipts@kronos.com

Bill To: 6094635
Attn: Accounts Payable
CITY OF BLOOMINGTON
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: 6094635
CITY OF BLOOMINGTON
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Solution ID: 6094635

Contact: NICOLE ALBERTSON
Email: nalbertson@cityblm.org
Telephone Number:
Default Email: accounts payable@cityblm.org

Sales Order Number:
Contract Number: 00152001
PSA Number:
Project Number:
Case Number:
Purchase Order Number:

Payment Terms: Net 30 Days
Currency: USD
Sales Person:
Shipping Reference:
Ship Via:
Ship Date:

EDUCATIONAL SERVICES

Service	Quantity	Start Date	End Date	Days	Taxable	Amount
KNOWLEDGE PASS SAAS WFC SMB	1	05-MAR-2021	04-MAR-2022	365	NO	0.00
Subtotal						0.00

SUBSCRIPTION SERVICES

Service	Quantity	Start Date	End Date	Days	Taxable	Amount
WORKFORCE TIMEKEEPER V8 SAAS	1,050	05-MAR-2021	04-MAR-2022	365	NO	50,400.00
SUBSCRIPTION ADD ON SERVICES	1	05-MAR-2021	04-MAR-2022	365	NO	0.00
KSS TOOL,FT-PT ANALYSIS REPORT V8 SAAS	1	05-MAR-2021	04-MAR-2022	365	NO	3,000.00
KSS TOOL,ATTESTATION TOOL KIT V8 SAAS	1,050	05-MAR-2021	04-MAR-2022	365	NO	2,646.00
WORKFORCE EMPLOYEE V8 SAAS	1,050	05-MAR-2021	04-MAR-2022	365	NO	0.00
WORKFORCE MANAGER V8 SAAS	125	05-MAR-2021	04-MAR-2022	365	NO	3,120.00
WORKFORCE ABSENCE MANAGER V8 SAAS	1,050	05-MAR-2021	04-MAR-2022	365	NO	12,978.00
WORKFORCE INTEGRATION MANAGER V8 SAAS	1,050	05-MAR-2021	04-MAR-2022	365	NO	0.00
WORKFORCE MOBILE EMPLOYEE V8 SAAS	1,050	05-MAR-2021	04-MAR-2022	365	NO	0.00
WORKFORCE MOBILE MANAGER V8 SAAS	125	05-MAR-2021	04-MAR-2022	365	NO	0.00
WORKFORCE INTEGRATION MANAGER V8 TO TELESTAFF SAAS	1	05-MAR-2021	04-MAR-2022	365	NO	0.00
Subtotal						72,144.00



Invoice Number: 11706583
Page: 2 of 2
Invoice Date: 04-JAN-21
Due Date: 03-FEB-21

INVOICE SUMMARY

Description	Total Price
Subtotal:	72,144.00
Less Payment:	0.00
Shipping and Handling:	0.00
Tax:	0.00
Grand Total	72,144.00

Dear Valued Kronos Customer,

Kronos is changing to e-mail invoicing in support of Green initiatives. In doing so, you will receive your billing documents quicker, saving valuable time and resources. To accomplish this, we do need the address of your general AP e-mail box for billing purposes added to our system. This can be accomplished simply by you sending an e-mail to Credit&Collections@kronos.com requesting to change your billing preference to e-mail only. This message should also include: your company name, general AP e-mail address for billing purposes, and the Bill to customer number on your invoice. You may also include all Kronos account numbers for which you would like your billings sent electronically. Your support is anticipated and very much appreciated.

Go-Green! Go Paperless!



REMIT CHECKS TO:
PO BOX 743208
ATLANTA, GA 30374-3208

ELECTRONIC TRANSFERS TO:



INVOICE

Invoice Number: 11706727
Page: 1 of 2

Invoice Date: 05-JAN-21
Due Date: 04-FEB-21

TAX ID 04-2640942

Please forward your remittance advice to cash-receipts@kronos.com

Bill To: 6138607
Attn: Accounts Payable
CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON, IL 61701

Ship To: 6138607
CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON, IL 61701

Solution ID: 6138607

Contact: NICOLE ALBERTSON
Email: accountspayable@cityblm.org
Telephone Number: 434-2216 434-2216
Default Email: accountspayable@cityblm.org

Sales Order Number:
Contract Number: 1203217 S02-MAR-17
PSA Number:
Project Number:
Case Number:
Purchase Order Number:

Payment Terms: Net 30 Days
Currency: USD
Sales Person:
Shipping Reference:
Ship Via:
Ship Date:

SUBSCRIPTION SERVICES

Service	Covered Product	Quantity	Start Date	End Date	Days	Taxable	Amount
Subscription Software Service	WORKFORCE TELESTAFF BIDDING V5	260	06-MAR-2021	05-MAR-2022	365	NO	2,558.40
Subscription Software Service	WORKFORCE TELESTAFF CONTACT MANAGER V5	470	06-MAR-2021	05-MAR-2022	365	NO	1,184.40
Subscription Software Service	WORKFORCE TELESTAFF ENTERPRISE V5	470	06-MAR-2021	05-MAR-2022	365	NO	29,384.40
Subscription Software Service	WORKFORCE TELESTAFF GATEWAY MANAGER V5	1	06-MAR-2021	05-MAR-2022	365	NO	738.00
Subscription Software Service	WORKFORCE TELESTAFF GLOBAL ACCESS V5	470	06-MAR-2021	05-MAR-2022	365	NO	2,312.40
Subscription Software Service	WORKFORCE TELESTAFF INSTITUTION FOCUS V5	470	06-MAR-2021	05-MAR-2022	365	NO	1,748.40
Subtotal							37,926.00



Invoice Number: 11706727
Page: 2 of 2

Invoice Date: 05-JAN-21
Due Date: 04-FEB-21

INVOICE SUMMARY

Description	Total Price
Subtotal:	37,926.00
Less Payment:	0.00
Shipping and Handling:	0.00
Tax:	0.00
Grand Total	37,926.00

Dear Valued Kronos Customer,

Kronos is changing to e-mail invoicing in support of Green initiatives. In doing so, you will receive your billing documents quicker, saving valuable time and resources. To accomplish this, we do need the address of your general AP e-mail box for billing purposes added to our system. This can be accomplished simply by you sending an e-mail to Credit&Collections@kronos.com requesting to change your billing preference to e-mail only. This message should also include: your company name, general AP e-mail address for billing purposes, and the Bill to customer number on your invoice. You may also include all Kronos account numbers for which you would like your billings sent electronically. Your support is anticipated and very much appreciated.

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REMIT CHECKS TO:
PO BOX 743208
ATLANTA, GA 30374-3208

ELECTRONIC TRANSFERS TO:



INVOICE

Invoice Number: 11706584
Page: 1 of 2

Invoice Date: 04-JAN-21
Due Date: 03-FEB-21

TAX ID 04-2640942

Please forward your remittance advice to cash-receipts@kronos.com

Bill To: 6094635
Attn: Accounts Payable
CITY OF BLOOMINGTON
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: 6094635
ANGIE BROWN
CITY OF BLOOMINGTON
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Solution ID: 6094635

Contact: ANGIE BROWN
Email: abrown@cityblm.org
Telephone Number:
Default Email: accountspayable@cityblm.org

Sales Order Number:
Contract Number: 00152001
PSA Number:
Project Number:
Case Number:
Purchase Order Number: 20200028-00

Payment Terms: Net 30 Days
Currency: USD
Sales Person:
Shipping Reference:
Ship Via:
Ship Date:

SUBSCRIPTION SERVICES

Service	Quantity	Start Date	End Date	Days	Taxable	Amount
WORKFORCE TIMEKEEPER V8 SAAS	150	05-MAR-2021	04-MAR-2022	365	NO	8,149.61
WORKFORCE MANAGER V8 SAAS	15	05-MAR-2021	04-MAR-2022	365	NO	0.00
WORKFORCE MOBILE MANAGER V8 SAAS	15	05-MAR-2021	04-MAR-2022	365	NO	0.00
WORKFORCE MOBILE EMPLOYEE V8 SAAS	150	05-MAR-2021	04-MAR-2022	365	NO	0.00
WORKFORCE EMPLOYEE V8 SAAS	150	05-MAR-2021	04-MAR-2022	365	NO	0.00
WORKFORCE INTEGRATION MANAGER V8 SAAS	150	05-MAR-2021	04-MAR-2022	365	NO	0.00
WORKFORCE ABSENCE MANAGER V8 SAAS	150	05-MAR-2021	04-MAR-2022	365	NO	2,333.59
KSS TOOL, ATTESTATION TOOL KIT V8 SAAS	150	05-MAR-2021	04-MAR-2022	365	NO	466.72
Subtotal						10,949.92



Invoice Number: 11706584
Page: 2 of 2
Invoice Date: 04-JAN-21
Due Date: 03-FEB-21

INVOICE SUMMARY

Description	Total Price
Subtotal:	10,949.92
Less Payment:	0.00
Shipping and Handling:	0.00
Tax:	0.00
Grand Total	10,949.92

Dear Valued Kronos Customer,

Kronos is changing to e-mail invoicing in support of Green initiatives. In doing so, you will receive your billing documents quicker, saving valuable time and resources. To accomplish this, we do need the address of your general AP e-mail box for billing purposes added to our system. This can be accomplished simply by you sending an e-mail to Credit&Collections@kronos.com requesting to change your billing preference to e-mail only. This message should also include: your company name, general AP e-mail address for billing purposes, and the Bill to customer number on your invoice. You may also include all Kronos account numbers for which you would like your billings sent electronically. Your support is anticipated and very much appreciated.

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REMIT CHECKS TO:
PO BOX 743208
ATLANTA, GA 30374-3208

ELECTRONIC TRANSFERS TO:



INVOICE

Invoice Number: 11710831
Page: 1 of 2

Invoice Date: 08-JAN-21
Due Date: 07-FEB-21

TAX ID 04-2640942

Please forward your remittance advice to cash-receipts@kronos.com

Bill To: 6160080
Attn: Accounts Payable
CITY OF BLOOMINGTON
PO BOX 3157
BLOOMINGTON, IL 61702

Ship To: 6094635
CITY OF BLOOMINGTON
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Solution ID: 6094635

Contact: MEGAN HORATH
Email:
Telephone Number: - 3094342509
Default Email:

Sales Order Number:
Contract Number: 1203213 R04-NOV-20
PSA Number:
Project Number:
Case Number:
Purchase Order Number:

Payment Terms: Net 30 Days
Currency: USD
Sales Person:
Shipping Reference:
Ship Via:
Ship Date:

EQUIPMENT SUPPORT SERVICES

Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration(Days)	Taxable
Depot Exchange	DATA COLLECTION: INTOUCH	30	05-MAR-2021	04-MAR-2022	365	NO
Depot Exchange	OPTIONS: INTOUCH	30	05-MAR-2021	04-MAR-2022	365	NO
Subtotal					14,215.20	



Invoice Number: 11710831
Page: 2 of 2

Invoice Date: 08-JAN-21
Due Date: 07-FEB-21

INVOICE SUMMARY

Description	Total Price
Subtotal:	14,215.20
Less Payment:	0.00
Shipping and Handling:	0.00
Tax:	0.00
Grand Total	14,215.20

Dear Valued Kronos Customer,

Kronos is changing to e-mail invoicing in support of Green initiatives. In doing so, you will receive your billing documents quicker, saving valuable time and resources. To accomplish this, we do need the address of your general AP e-mail box for billing purposes added to our system. This can be accomplished simply by you sending an e-mail to Credit&Collections@kronos.com requesting to change your billing preference to e-mail only. This message should also include: your company name, general AP e-mail address for billing purposes, and the Bill to customer number on your invoice. You may also include all Kronos account numbers for which you would like your billings sent electronically. Your support is anticipated and very much appreciated.

Go-Green! Go Paperless!

City Manager, Tim Gleason, Approval

Date Signed



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of approving an:

- a) Ordinance budget amendment for F17 in the amount of \$300,000, and
- b) Agreement with Kronos, Inc. for the Workforce Central Telestaff software subscription.

RECOMMENDATION/MOTION: that Council adopts an Ordinance amending the F17 budget in the amount of \$300,000; approve the Kronos, Inc. Agreement and authorize the Mayor and City Clerk to execute the Ordinance, and the City Manager and City Clerk to execute the Agreement.

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: This action is part of a goal established in 2011 and renewed in 2015 to address the City's Time and Attendance and Advanced Scheduling needs. We are currently utilizing an antiquated system that is no longer supported and was never intended to be robust enough to handle the City's Time and Attendance/Advanced Scheduling needs. If the current system would no longer be available, we would have no choice but to revert back to a completely manual time tracking system which would require additional administrative staff and increase our risk for errors. This is a critical need.

This contract will acquire software as a service subscription for the Kronos Work Force Manager and Telestaff modules in addition to configuration and training services for City staff. The module is a robust Time and Attendance product that includes specific features needed for our Public Safety and Public Works departments as well as consolidation to one system for the rest of the City's needs. The implementation will be a combined effort of City and Kronos staff and the duration of the project is expected to take approximately 12-18 months to fully integrate with the Tyler Technologies, Inc. Munis ERP. Kronos has been successfully integrated with Tyler Munis ERP systems so much that Kronos has a standard interface to the Munis product.

The City currently uses multiple manual methods to collect time and attendance information to send to our current payroll processing module. The selection of one vendor which can handle all the various needs of the City is a key requirement of this project. The complex scheduling needs of Police, Fire and Public Works require a solution beyond anything our current ERP can offer. The choice of this vendor and software was completed by the City's Selection Committee, which represented all City departments and took place from July 2015 to July 2016. Client first guided the RFP and selection process, in accordance to the City's Purchasing Code. The Selection Committee conducted due diligence through their review of this product which included

extensive product demonstrations, technical interviews and reference checks. The Selection Committee was unanimous in its recommendation of Kronos/Telestaff to the Steering Committee, which consists of the City's HR Director, IT Director, Procurement Manager and Deputy Corporate Counsel. The Steering Committee is recommending the purchase of this software subscription through a cooperative agreement from U.S. Communities Government Purchasing Alliance, a national government purchasing cooperative. This contract affords us a sizable discount off the list price. The negotiations for statement of work were held from July 2016 until November 2016. We are confident that there is no better product on the market to handle the City's time and attendance and scheduling needs.

PROS:

- Centralized timekeeping and scheduling provides operating efficiencies
- One point of entry vs dual point of entry our current system requires
- Replaces the need to manually calculate overtime as is required now
- Increase to our management reporting capabilities
- Ability to support various complicated shift schedules and shift scheduling needs
- Integrated scheduling and timekeeping reduces timekeeping errors
- Increased functionality in relation to current products currently used in most departments
- Automated call-out functionality has the potential to reduce a minimum of 60 hours per month spent staffing and scheduling shifts for Fire and Police freeing staff up to focus on higher priority items.
- Streamline vacation selection process for Fire with the potential to reduce 30 hours per month manually entering.

CONS:

- Additional cost and implementation for a new software system
- Additional drain on current labor resources who are already working at max capacity
- Training and change management for end users of a new system
- Interface with Tyler Munis ERP System must be installed and maintained

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Conducted a public (Request For Proposals) solicitation.

FINANCIAL IMPACT: Funding for the Time and Attendance/Advanced Scheduling Solution was originally appropriated as part of the budget for the purchase of the Munis ERP system. The module purchased for timekeeping could not meet the City's requirements and was later discontinued. Funds for the unspent portion of the timekeeping software and implementation reverted to fund balance as required by accounting standards and need to be re-appropriated for \$300,000. This will cover the equipment purchase and maintenance for year 1 of \$239,000 and the balance of \$57,840 for training and implementation days. Pending Council approval of this memo the project will be paid out of the Information Services-Capital Outlay Office & Computer Equipment account (10011610-72120). Annual costs, i.e. hosting and annual maintenance will be included in the FY 2018 Proposed Budget for \$106,950 per year under the Information Services-Repair/Maintenance Office & Computer Equipment account (10011610-70530). Any additional training days will be purchased on an as needed basis.

Item	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total
Annual Application Fee	\$106,950.00	\$106,950.00	\$106,950.00	\$106,950.00	\$106,950.00	\$534,750.00
Annual Rental Equipment Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Cloud Services Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Implementation WFC SaaS SMB	\$34,148.75	\$0.00	\$0.00	\$0.00	\$0.00	\$34,148.75
Implementation WFC SaaS SMB A La Carte	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Purchase/Support and Accessories	\$98,460.00	\$12,636.00	\$13,141.44	\$13,667.10	\$14,213.78	\$152,118.32
Bill as You Go Instructor Led Training	\$1,800.00	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$0.00
Bill as You Go Services	\$56,040.00	\$56,040.00	\$56,040.00	\$0.00	\$0.00	\$0.00
Total	\$297,398.75	\$177,426.00	\$177,931.44	\$120,617.10	\$121,163.78	\$894,537.07

Respectfully submitted for Council consideration for approval.

Prepared by:

The Steering Committee
Nicole Albertson, HR Director
Scott Sprouls, IT Director
Jon Johnston, Procurement Manager
Greg Moredock, Deputy Corporate Counsel

Financial & budgetary review by:

Patti-Lynn Silva, Finance Director

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David Hales
City Manager

Attachments:

- Budget Ordinance
- Exhibit 1
- Proposed Kronos US Communities Contract
- Kronos Order Form (Pricing Detail)
- Kronos Statement of Work
- Return on Investment
- Presentation

Motion: that Council adopts an Ordinance amending the F17 budget in the amount of \$300,000, approve the Kronos, Inc. Agreement and authorize the Mayor and City Clerk to execute the Ordinance, and the City Manager and City Clerk to execute the Agreement.

ORDINANCE NO. 2016 –

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2017**

WHEREAS, on April 11, 2016 by Ordinance Number 2016-29, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2017, which Ordinance was approved by Mayor Tari Renner on April 12, 2016; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2016-29 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2017) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2016-29 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 2016-29.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED the 28th day of November 2016.

APPROVED the ____ day of November 2016.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens
Corporation Counsel

Exhibit 1

Account #	Fund	Account Description	Amount
10010010-40000	General	Non-Departmental-Use of Fund Balance	\$ (300,000.00)
10011610-72120	General	Information Services-Capital Outlay Office & Computer Equipment	\$ 300,000.00
Net Budget Increase/(Decrease):			-



CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: March 8, 2021

SPONSOR: Public Works Department and Information Technology Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving a Contract with MidCo Systems Now Known as Securitas Electronic Security, Inc., for the Purchase and Installation of an Access Control and Camera System for Public Works, in the Amount of \$189,880.42, as requested by the Public Works Department and the Information Technology Department.

RECOMMENDED MOTION:

The proposed Resolution and Contract be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works and the Information Technology are recommending the approval of a Resolution authorizing waiving the technical bidding requirements and approving a contract with MidCo Systems now known as Securitas Electronic Security, Inc., for the purchase and installation of an access control and camera system for Public Works, in the amount of \$189,880.42.

This project includes adding security to City facilities by installing access control and video surveillance of various City-owned potable water tanks, reservoirs, and surrounding property. Video surveillance will allow staff to receive immediate notification alerts in the event any unauthorized individuals have accessed the facility and to what level.

This project is the second phase of installations in the Water Division. Based on internal risk and security assessments, Securitas Electronic Security began the installation of security cameras and access control in 2019-2020 at the Water Division facilities. The need for improvement is further highlighted by the recent Risk and Resiliency Assessment that was completed for the Water Division to comply with the America's Water Infrastructure Act of 2018. The results of the Risk and Resiliency Assessment are required to be included in a new Emergency Response Plan.

Securitas Electronic Security is the vendor originally selected by the City to provide, install, implement, and maintain the City's S2 System in 2010. The S2 system is a complete enterprise security solution, including access control, video surveillance, event monitoring, and live internet sourced, real-time data. On April 8, 2019, Council approved the selection

of Securitas Electronic Security from Request for Proposal (RFP) #2019-26 seeking vendors to replace the access control security system used within the Bloomington Police Department.

Information Technology, with assistance from Securitas Electronic Security, currently manages the S2 security system and software that is utilized throughout the City's infrastructure to monitor access control and video surveillance. Securitas Electronic Security has provided annual maintenance and works with Information Technology, so they have a thorough knowledge of setup and programming of the City's access control systems. The services and equipment provided has proven to be reliable and of quality. Using a different company would result in new software implementations, training of staff, and Information Technology having to manage two different systems. Staff is confident that Securitas Electronic Security will continue to provide reliable, secure, and quality implementation as well as support services based on prior capital investment and experience with Securitas. Therefore, City staff is recommending waiving the formal technical bidding requirement and engaging Securitas for the project.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City and staff is recommending it be approved. The project is a priority because of the increased security needs associated with the access control and camera system and the requirements of the America's Water Infrastructure Act of 2018.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, \$189,880.42 will be paid out of the Water Mechanical Maintenance-Repair/Maintenance Equipment Other than Office account (50100160-70540). Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on page 134.

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

Respectfully submitted for Council consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

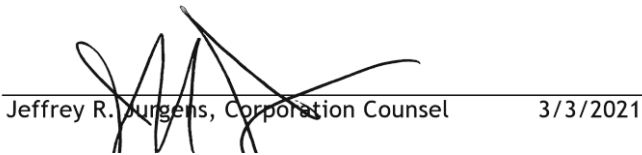
Reviewed by:


Craig McBeath, Director of Information Technology 2/18/2021


Kevin Kothe, Director of Public Works 2/22/2021


Carla Murillo, Procurement Manager 2/24/2021


Chris Tomertin, Budget Manager 2/24/2021


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


Tara Henry, Legislative Assistant 3/3/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 2B Resolution_Public Works Access Control and Camera Installation 03082020
- PW 2C Securitas Electronic Security Contract
- PW 2D COLI_Public Works Access Control and Camera Installation 03082020
- PW 2E Bloomington Public Works Evergreen_Mackinaw_Hamilton_Lake Bton Combine Security Proposal (1)
- PW 2F Bloomington Public Works Division and Ft Jesse Combine Security Proposal

RESOLUTION NO. 2021 - ____

**A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS
AND APPROVING A CONTRACT WITH MIDCO SYSTEMS NOW KNOWN AS SECURITAS
ELECTRONIC SECURITY, INC., FOR THE PURCHASE AND INSTALLATION OF AN
ACCESS CONTROL AND CAMERA SYSTEM FOR PUBLIC WORKS,
IN THE AMOUNT OF \$189,880.42**

WHEREAS, The City of Bloomington has previously authorized a contract with Securitas Electronic Security for the implementation of an access control and camera system for Public Works; and

WHEREAS, Securitas Electronic Security is the vendor originally selected to provide, install, implement and maintain the City's access control and camera systems; and

WHEREAS, Securitas Electronic Security has provided annual maintenance for the access control and camera systems since 2010 and has thorough knowledge of the City's setup and programming; and

WHEREAS, due to prior capital investment, security, and for on-going compatibility between all access control and camera systems in the City; and

WHEREAS, City staff requests the formal technical bidding process be waived and the City Manager, or designated representatives, be authorized to approve the contract with Securitas Electronic Security for the purchase and installation of an access control and camera system for Public Works;

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 technical bidding requirements waived, and City Manager, or designated representatives, are authorized to approve the contract with Securitas Electronic Security for the purchase and installation of the access control and camera systems in the amount of \$189,880.42 and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this 8th day of March 2021.

APPROVED this ____ day of March 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON
CONTRACT WITH
Securitas Electronic Security Inc.
FOR
Access Control & Camera Installation

THIS AGREEMENT, dated this 18th day of February _____, 2021, is between the City of Bloomington (hereinafter "CITY") and Securitas Electronic Security Inc. 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 \$3,000,000 for each occurrence, \$3,000,000 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. This also includes the recent addition of Public Act 100-1177 which came effective on June 1, 2019.
Initial: _____ (City) MC (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.
- ☐ One year from the date of execution.
- ☐ Two years from the date of execution.
- ☐ Other: _____

The Contract shall also be subject to the following renewal terms, if any: _____

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: _____
Its City Manager

ATTEST:

By: _____
City Clerk

Securitas Electronic Security Inc.

By: _____
Its VP-Integrated Systems

By: _____
Its Administrative Assistant

EXHIBIT A
SCOPE OF SERVICES/WORK PROVIDED

The City of Bloomington (CITY) and Securitas Electronic Security Inc. (SECURITAS) have agreed to the purchase and installation of an access control and camera system for Public Works Water Division in the amount of \$189,880.42. This project includes adding security to various CITY owned potable water tanks, reservoirs, and surrounding property by installing access control and video surveillance for immediate alert notifications in the event of any unauthorized individuals accessing the facilities.

SECURITAS began installation of cameras and access control in 2019-2020 and will increase the security enhancements with this project. The recent risk and resiliency assessment completed to comply with the America's Water Infrastructure Act of 2018 is required for the Emergency Response Plan and highlights the need for these improvements.

Specific equipment, locations, work description and warranties are listed in detail in the proposals #21721AC1 & #21721AC2 that are included with this council memo packet.

EXHIBIT B
FEE/COMPENSATION

Proposal #21721AC1 includes work at Division Street and Ft. Jesse Pump Station to install security access and cameras. This includes all the equipment, installation, electronic connections, travel, technical support and programming, project management, permits, training and warranties in the amount of \$104,472.34.

Proposal #21721AC2 includes work at Evergreen, Mackinaw, Hamilton, and Lake Bloomington to install security access and cameras. This includes all the equipment, installation, electronic connections, travel, technical support and programming, project management, permits, training and warranties in the amount of \$85,408.08.

The total cost of the project is \$189,880.42.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 833 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: Securitas.Certrequest@marsh.com CN101410269-ALL*-CAS-21-22 SAMPL CA	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: XL Insurance America Inc. INSURER B: ACE American Insurance Company INSURER C: Indemnity Insurance Company of North America INSURER D: ACE Fire Underwriters Insurance Company INSURER E: INSURER F:	FAX (A/C, No.): NAIC #
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COVERAGES

CERTIFICATE NUMBER:

LOS-002531155-01

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Excess of \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:				01/01/2021	01/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY				01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$				01/01/2021	01/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N			01/01/2021	01/01/2022	E.L. EACH ACCIDENT \$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A			01/01/2021	01/01/2022	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B					01/01/2021	01/01/2022	E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance only.

CERTIFICATE HOLDER

CANCELLATION

Securitas Electronic Security, Inc 4330 Park Terrace Drive Westlake Village, CA 91361	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Ryan Montes
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MidCo Systems Proposal

MidCo Systems
221 Shore Court
Burr Ridge, IL 60527
www.midcosystems.com

Purchaser:	Bloomington Public Works Department	Quote Date:	Wednesday, February 17, 2021
Address:	603 W. Division Street	Prepared By:	Andy Cooper
City, St, Zip	Bloomington, IL61701	E-Mail:	acooper@midcosystems.com
Phone	(309) 434-2156	Proposal #:	21721AC2
Fax:			
Prepared For:	Aaron Kinder	E-Mail:	akinder@cityblm.org

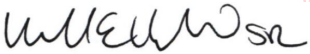
Project: Evergreen, Mackinaw, Hamilton, Lake B'ton Security Projects

Total: \$85,408.08
Tax Not Included

Qty	Mfg.	Part No.	Description	Per Unit Price	Extended Price
Evergreen:					
1	Axis	01178-001	M3058-PLVE 12MP Dome Fisheye Camera	\$827.99	\$827.99
1	Axis	5505-081	T94K01D Pendant Kit	\$38.63	\$38.63
1	Axis	5506-481	T91E61 Wall Mount	\$38.63	\$38.63
1	Axis	5505-141	T94R01P Conduit Back Box	\$34.49	\$34.49
1	Axis	01609-001	Surveillance microSDXC Card 256 GB	\$250.85	\$250.85
1	Axis	5026-204	T8120 15w POE Midspan	\$57.95	\$57.95
1	Milestone	XPETDL	Xprotect Expert Device License	\$341.94	\$341.94
1	Milestone	YXPPETDL	One Year Care Plus Expert Device	\$62.28	\$62.28
1	Milestone	MCPR-YXPETDL	One Year Care Premium Expert Device	\$24.15	\$24.15
1	Ditek	MRJPOE	Surge Device	\$75.89	\$75.89
1	MidCo	Labor	Camera Installation Labor (cable by others)	\$960.96	\$960.96
1	S2	S2-NN-E2R-WM	S2 Network Node Wall Mount Enclosure	\$1,897.50	\$1,897.50
1	Altronix	eFlow4NA8D	12/24VDC, 4A Power Supply	\$273.24	\$273.24
1	HID	920PTNNEK0000	HID RP40 MultiClass Reader, Black	\$226.31	\$226.31
1	Rathbun & Sons	Labor and Materials	LOCK - provide and install	\$690.00	\$690.00
500	Belden	6504FEYEL	PL-Card Reader - Wiegand 6/C, #22AWG Shielded	\$0.27	\$135.00
500	Belden	6200UEYEL	PL-Electrified Locksets, Long DS, ML 2/C, #16AWG Unshielded	\$0.29	\$145.00
1	MidCo	Labor	Installation Labor	\$2,882.88	\$2,882.88
2	Linear	ACP00727	RF Reader WOR	\$184.91	\$369.82
20	Linear	ACP00960	HID Compatible, Trans Prox MegaCode ACT-34DHC Transmitter	\$34.49	\$689.80
2	Linear	EXA-1000	Omni-Directional Remote Antenna, F-Connector	\$60.71	\$121.42
2	Cypress	SPX-5631	Weigand Reader Transceiver 2.4Ghz	\$1,382.75	\$2,765.50
2	Clinton Electronics	CE-T12VDC1000	12VDC, 1A Plug In Power Supply	\$19.58	\$39.16
2	MidCo	Labor	Installation Labor	\$1,921.92	\$3,843.84
Mackinaw:					
1	Axis	01178-001	M3058-PLVE 12MP Dome Fisheye Camera	\$827.99	\$827.99
1	Axis	5505-081	T94K01D Pendant Kit	\$38.63	\$38.63
1	Axis	5506-481	T91E61 Wall Mount	\$38.63	\$38.63
1	Axis	5505-141	T94R01P Conduit Back Box	\$34.49	\$34.49
1	Axis	01609-001	Surveillance microSDXC Card 256 GB	\$250.85	\$250.85
1	Axis	5026-204	T8120 15w POE Midspan	\$57.95	\$57.95
1	Milestone	XPETDL	Xprotect Expert Device License	\$341.94	\$341.94
1	Milestone	YXPPETDL	One Year Care Plus Expert Device	\$62.28	\$62.28
1	Milestone	MCPR-YXPETDL	One Year Care Premium Expert Device	\$24.15	\$24.15

Price includes applicable installation labor unless otherwise noted. Price is exclusive of all conduit and electrical boxes. Our proposal includes adequate labor to connect, program and test circuits with your system. Troubleshooting network problems caused by 3rd party suppliers is not included with this proposal. Additional labor hours that are required as a result of the non-performance of these 3rd party devices will be invoiced at our prevailing rate.

Purchaser acknowledges receipt of MidCoSystems (FEMSS) Terms and Conditions and Project Qualifications documents, understands them, and agrees to be bound by its provisions. Further, the purchaser agrees that it is the complete and exclusive statement of the agreement between the parties which superseded all proposals or prior agreements oral or written. Your sales price has a 4% cash payment discount included. If you would prefer to pay by credit card 4% will be added to your quoted purchase price. Please notify your MidCoSystems representative if you would like this option.

FEMSS			Signature of
Signature		Digitally signed by Michael E. Kielbasa, Sr. DN: cn=Michael E. Kielbasa, Sr., o, ou=VP, Integrated Solutions, email=mkiebas@midcosystems.com, c=US Date: 2021.03.02 15:16:46 -06'00'	Purchaser
Date			Date

This proposal valid for 15 days from Date of Proposal

Page 1

Phone # (630) 887-1800 - Fax# (630) 887-1962



MidCo Systems Proposal

MidCo Systems
221 Shore Court
Burr Ridge, IL 60527
www.midcosystems.com

Purchaser:	Bloomington Public Works Department	Proposal Date:	Wednesday, February 17, 2021
Address:	603 W. Division Street	Prepared By:	Andy Cooper
City, St, Zip	Bloomington, IL61701	E-Mail:	acooper@midcosystems.com
Phone	(309) 434-2156	Proposal #:	21721AC2
Fax:			
Prepared For:	Aaron Kinder	E-Mail:	akinder@cityblm.org

Project: Evergreen, Mackinaw, Hamilton, Lake B'ton Security Projects

Qty	Mfg.	Part No.	Description	Per Unit Price	Extended Price
1	Ditek	DTK-MRJPOE	Surge Device	\$75.89	\$75.89
1	Axis	5504-731	Outdoor Ethernet Cable, CAT6, 15 Meter	\$146.27	\$146.27
1	MidCo	Labor	Camera Installation Labor (cable by others)	\$1,921.92	\$1,921.92
Hamilton Tank:					
1	Axis	01178-001	M3058-PLVE 12MP Dome Fisheye Camera	\$827.99	\$827.99
1	Axis	5505-081	T94K01D Pendant Kit	\$38.63	\$38.63
1	Axis	5506-481	T91E61 Wall Mount	\$38.63	\$38.63
1	Axis	5505-141	T94R01P Conduit Back Box	\$34.49	\$34.49
1	Axis	5026-204	T8120 15w POE Midspan	\$57.95	\$57.95
1	Milestone	XPETDL	Xprotect Expert Device License	\$341.94	\$341.94
1	Milestone	YXPPETDL	One Year Care Plus Expert Device	\$62.28	\$62.28
1	Milestone	MCPR-YXPETDL	One Year Care Premium Expert Device	\$24.15	\$24.15
1	Ditek	MRJPOE	Surge Device	\$75.89	\$75.89
1	MidCo	Labor	Camera Installation Labor (cable by others)	\$960.96	\$960.96
1	S2	S2-MNP	S2 MicroNode Plus, 2RDR	\$1,145.40	\$1,145.40
1	Altronix	eFlow4NA8D	12/24VDC, 4A Power Supply	\$273.24	\$273.24
2	HID	920PTNNEK0000	HID RP40 MultiClass Reader, Black	\$226.31	\$452.62
2	Rathbun & Sons	Labor and Materials	LOCK - provide and install	\$690.00	\$1,380.00
1	Rathbun & Sons	Labor and Materials	TX Hinge - provide and install	\$276.00	\$276.00
500	Belden	6504FEYEL	PL-Card Reader - Wiegand 6/C, #22AWG Shielded	\$0.27	\$135.00
500	Belden	6200UEYEL	PL-Electrified Locksets, Long DS, ML 2/C, #16AWG Unshielded	\$0.29	\$145.00
1	MidCo	Labor	Installation Labor	\$4,804.80	\$4,804.80
Lake Bloomington:					
6	Axis	01500-001	Axis P3719-PLE	\$1,558.01	\$9,348.06
6	Axis	01513-001	T94N01D Pendant Kit	\$86.93	\$521.58
6	Axis	5504-821	T91D61 Wall Mount	\$82.79	\$496.74
6	Axis	5017-641	T91A64 Corner Bracket	\$77.27	\$463.62
6	Ditek	MRJPOE	Surge Device	\$75.89	\$455.34
6	Milestone	XPETDL	Xprotect Expert Device License	\$341.94	\$2,051.64
6	Milestone	YXPPETDL	One Year Care Plus Expert Device	\$62.28	\$373.68
6	Milestone	MCPR-YXPETDL	One Year Care Premium Expert Device	\$24.15	\$144.90
1	MidCo	Labor	Camera Installation Labor (cable by others)	\$8,648.64	\$8,648.64
1	S2	S2-NN-E2R-WM	S2 Network Node Wall Mount Enclosure	\$1,897.50	\$1,897.50
1	Altronix	eFlow4NA8D	12/24VDC, 4A Power Supply	\$273.24	\$273.24
1	S2	S2-ACM	S2 Access Control Blade	\$637.56	\$637.56
4	HID	920PTNNEK0000	HID RP40 MultiClass Reader, Black	\$226.31	\$905.24

Price includes applicable installation labor unless otherwise noted. Price is exclusive of all conduit and electrical boxes. Our proposal includes adequate labor to connect, program and test circuits with your system. Troubleshooting network problems caused by 3rd party suppliers is not included with this proposal. Additional labor hours that are required as a result of the non-performance of these 3rd party devices will be invoiced at our prevailing rate.

Purchaser acknowledges receipt of MidCoSystems (FEMSS) Terms and Conditions and Project Qualifications documents, understands them, and agrees to be bound by its provisions. Further, the purchaser agrees that it is the complete and exclusive statement of the agreement between the parties which superseded all proposals or prior agreements oral or written. Your sales price has a 4% cash payment discount included. If you would prefer to pay by credit card 4% will be added to your quoted purchase price. Please notify your MidCoSystems representative if you would like this option.

FEMSS			Signature of
Signature		Digitally signed by Michael E. Kielbasa, Sr. DN: cn=Michael E. Kielbasa, Sr., o, ou=VP, Integrated Solutions, email=mkiebas@midcosystems.com, c=US	Purchaser
Date	2/17/21	Date: 2021.02.15:17:26 -06'00'	Date

This proposal valid for 15 days from Date of Proposal

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Phone # (630) 887-1800 - Fax# (630) 887-1962



MidCo Systems Proposal

MidCo Systems
16W221 Shore Court
Burr Ridge, IL 60527
www.midcosystems.com

Purchaser:	Bloomington Public Works Department	Proposal Date:	Wednesday, February 17, 2021
Address:	603 W. Division Street	Prepared By:	Andy Cooper
City, St, Zip	Bloomington, IL61701	E-Mail:	acooper@midcosystems.com
Phone	(309) 434-2156	Proposal #:	21721AC2
Fax:			
Prepared For:	Aaron Kinder	E-Mail:	akinder@cityblm.org

Project: Evergreen, Mackinaw, Hamilton, Lake B'ton Security Projects

Qty	Mfg.	Part No.	Description	Per Unit Price	Extended Price
4	Rathbun & Sons	Labor and Materials	LOCK - provide and install	\$690.00	\$2,760.00
3000	Belden	6504FEYEL	PL-Card Reader - Wiegand 6/C, #22AWG Shielded	\$0.27	\$810.00
1500	Belden	6500FEYEL	PL-Door Contacts, RTE Switches, PB's 2/C, #22AWG Shielded	\$0.14	\$210.00
1500	Belden	6200UEYEL	PL-Electrified Locksets, Long DS, ML 2/C, #16AWG Unshielded	\$0.29	\$435.00
1	MidCo	Labor	Installation Labor	\$7,687.68	\$7,687.68
1	S2	S2-ACM	S2 Access Control Blade	\$637.56	\$637.56
2	Linear	ACP00727	RF Reader WOR	\$184.91	\$369.82
20	Linear	ACP00960	HID Compatible, Trans Prox MegaCode ACT-34DHC Transmitter	\$34.49	\$689.80
2	Linear	EXA-1000	Omni-Directional Remote Antenna, F-Connector	\$60.71	\$121.42
1	Cypress	SPX-5631	Weigand Reader Transceiver 2.4Ghz	\$1,382.75	\$1,382.75
1	Clinton Electronics	CE-T12VDC1000	12VDC, 1A Plug In Power Supply	\$19.58	\$19.58
500	CSC	100504-00-1RL 2RL	Burial Rated 18/6 Shielded	\$0.52	\$260.00
500	CSC	100500-00-1RL2RL	Burial Rated 18/2 Shielded	\$0.27	\$135.00
2	MidCo	Labor	Installation Labor	\$1,921.92	\$3,843.84
			120VAC By others		
			IP addresses and network connections by owner.		
			Cable and power installed by others.		
			Record to Milestone VMS at City of Bloomington.		
			Milestone SLC: xxxxxxxxxxxxxxxxxxxx		
			Equipment Enclosures not included, assume by owner or add to BOM.		
			Manlift provided by City of Bloomington for pole mount installations.		
			Replacement Door Hardware, Leversets by City of Bloomington.		
			Key Cylinder and Keys by City of Bloomington.		
			Conduit, Pedestal and Gate Control by others.		
1	MidCo 1	Travel	Travel, Parking, Tolls, Etc.		
	MidCo 2	Programming	Technical Support and Programming	\$3,603.60	\$3,603.60
	MidCo 3	Drawings	Drafting and AutoCAD		
1	MidCo 4	PM&ENG	Project Management and Engineering	\$3,603.60	\$3,603.60
	MidCo 5	Other	Overtime or Special		
	MidCo 6	Permits	Permits, Fees		
	MidCo 7	Training	Training		
1	MidCo 8	Miscellaneous	Misc. Connectors and Installation Material	\$931.50	\$931.50
			SUBCONTRACTORS		
			SUBCONTRACTORS		
			SUBCONTRACTORS		
			SUBCONTRACTORS		
			Device Cabling		

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FEMSS
Signature 
Date _____
Digitally signed by Michael E. Kielbasa, Sr.
DN: cn=Michael E. Kielbasa, Sr., o, ou=VP, Integrated
Solutions, email=mkiekbasa@midcosystems.com,
c=US
Date: 2021.03.02 15:17:45 -06'00'

Signature of
Purchaser _____

Date _____

This proposal valid for 15 days from Date of Proposal

Page 3

Phone # (630) 887-1800 - Fax# (630) 887-1962



MidCo Systems Proposal

MidCo Systems
221 Shore Court
Burr Ridge, IL 60527
www.midcosystems.com

Purchaser:	Bloomington Public Works Department	Quote Date:	Wednesday, February 17, 2021
Address:	603 W. Division Street	Prepared By:	Andy Cooper
City, St, Zip	Bloomington, IL61701	E-Mail:	acooper@midcosystems.com
Phone	(309) 434-2156	Proposal #:	21721AC1
Fax:			
Prepared For:	Aaron Kinder	E-Mail:	akinder@cityblm.org

Project: Division and Ft. Jesse Security Projects

Total: \$104,472.34
Tax Not Included

Qty	Mfg.	Part No.	Description	Per Unit Price	Extended Price
Division Street S2 Door Adds (4):					
2	S2	S2-ACM	S2 Access Control Blade	\$637.56	\$1,275.12
4	HID	920PTNNEK0000	HID RP40 MultiClass Reader, Black	\$226.31	\$905.24
4	Kantech	T.REX-XL2	RTE Motion Detector w/2nd Relay Output	\$126.95	\$507.80
4	Sentrol	2507A-L	Flush Mount Door Contact - Brown	\$70.37	\$281.48
4	Rathbun & Sons	Labor and Materials	LOCK - provide and install	\$690.00	\$2,760.00
3000	Belden	6504FEYEL	PL-Card Reader - Wiegand 6/C, #22AWG Shielded	\$0.27	\$810.00
1500	Belden	6500FEYEL	PL-Door Contacts, RTE Switches, PB's 2/C, #22AWG Shielded	\$0.14	\$210.00
1500	Belden	6200UEYEL	PL-Electrified Locksets, Long DS, ML 2/C, #16AWG Unshielded	\$0.29	\$435.00
1	MidCo	Labor	Installation Labor	\$9,609.60	\$9,609.60
1	Linear	ACP00727	RF Reader WOR	\$184.91	\$184.91
20	Linear	ACP00960	HID Compatible, Trans Prox MegaCode ACT-34DHC Transmitter	\$34.49	\$689.80
1	Linear	EXA-1000	Omni-Directional Remote Antenna, F-Connector	\$60.71	\$60.71
1	Cypress	SPX-5631	Weigand Reader Transceiver 2.4Ghz	\$1,382.75	\$1,382.75
1	Clinton Electronics	CE-T12VDC1000	12VDC, 1A Plug In Power Supply	\$19.58	\$19.58
1	MidCo	Labor	Installation Labor	\$1,921.92	\$1,921.92
Division Street Pole Mount Radar Detection System:					
4	Axis	01564-001	D2110-VE Network Radar Detector	\$1,461.41	\$5,845.64
4	Axis	01164-001	T91B47, Pole Adapter	\$84.17	\$336.68
2	Axis	01234-004	Q6125-LE PTZ	\$2,922.83	\$5,845.66
2	Axis	5506-951	T91G61 Wall Mount	\$194.57	\$389.14
2	Axis	01446-001	T91B57 Pole Mount Adapter	\$136.61	\$273.22
1	Axis	01500-001	Axis P3719-PLE	\$1,558.01	\$1,558.01
1	Axis	01513-001	T94N01D Pendant Kit	\$86.93	\$86.93
1	Axis	01473-001	T91B67 Pole Mount	\$93.83	\$93.83
3	Axis	01449-001	PoE Switch, Outdoor, 4-Port	\$1,168.85	\$3,506.55
6	Axis	5801-801	T8611 SFP Module, LC.LX	\$96.59	\$579.54
3	Axis	01149-001	Network Video Pole Mount	\$57.95	\$173.85
7	Milestone	XPETDL	Xprotect Expert Device License	\$341.94	\$2,393.58
7	Milestone	YXPPETDL	One Year Care Plus Expert Device	\$62.28	\$435.96
7	Milestone	MCPR-YXPPETDL	One Year Care Premium Expert Device	\$24.15	\$169.05
200	Superior Essex	04-001-68	Outdoor rated CAT6, OSP, BLK	\$0.44	\$88.00
1	MidCo	Labor	Field Installation Labor	\$7,207.20	\$7,207.20
Division Street Office Building Omni Cameras:					

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FEMSS		Signature of
Signature		Purchaser
Date		Date

Digitally signed by Michael E. Kielbasa, Sr.
DN: cn=Michael E. Kielbasa, Sr., o=ou=VP, Integrated
Solutions, email=mkiebas@midcosystems.com, c=US
Date: 2021.03.02 15:14:38 -06'00'

This proposal valid for **15 days** from Date of Proposal

Page 1

Phone # (630) 887-1800 - Fax# (630) 887-1962



MidCo Systems Proposal

MidCo Systems
221 Shore Court
Burr Ridge, IL 60527
www.midcosystems.com

Purchaser:	Bloomington Public Works Department	Proposal Date:	Wednesday, February 17, 2021
Address:	603 W. Division Street	Prepared By:	Andy Cooper
City, St, Zip	Bloomington, IL61701	E-Mail:	acooper@midcosystems.com
Phone	(309) 434-2156	Proposal #:	21721AC1
Fax:			
Prepared For:	Aaron Kinder	E-Mail:	akinder@cityblm.org

Project: Division and Ft. Jesse Security Projects

Qty	Mfg.	Part No.	Description	Per Unit Price	Extended Price
3	Axis	01500-001	Axis P3719-PLE	\$1,558.01	\$4,674.03
3	Axis	01513-001	T94N01D Pendant Kit	\$86.93	\$260.79
3	Axis	5504-821	T91D61 Wall Mount	\$82.79	\$248.37
3	Axis	5017-641	T91A64 Corner Bracket	\$77.27	\$231.81
3	Milestone	XPETDL	Xprotect Expert Device License	\$341.94	\$1,025.82
3	Milestone	YXPPETDL	One Year Care Plus Expert Device	\$62.28	\$186.84
3	Milestone	MCPR-YXPETDL	One Year Care Premium Expert Device	\$24.15	\$72.45
1	MidCo	Labor	Field Installation Labor	\$2,882.88	\$2,882.88
Ft. Jesse Video Additions:					
3	Axis	01500-001	Axis P3719-PLE	\$1,558.01	\$4,674.03
3	Axis	01513-001	T94N01D Pendant Kit	\$86.93	\$260.79
3	Axis	5504-821	T91D61 Wall Mount	\$82.79	\$248.37
3	Axis	5017-641	T91A64 Corner Bracket	\$77.27	\$231.81
3	Ditek	MRJPOE	Surge Device	\$75.89	\$227.67
3	Axis	5026-204	T8120 15w POE Midspan	\$57.95	\$173.85
3	Milestone	XPETDL	Xprotect Expert Device License	\$341.94	\$1,025.82
3	Milestone	YXPPETDL	One Year Care Plus Expert Device	\$62.28	\$186.84
3	Milestone	MCPR-YXPETDL	One Year Care Premium Expert Device	\$24.15	\$72.45
1	MidCo	Labor	Camera Installation Labor (cable by others)	\$5,765.76	\$5,765.76
Ft. Jesse S2 Access Control:					
1	S2	S2-NN-E2R-WM	S2 Network Node Wall Mount Enclosure	\$1,897.50	\$1,897.50
1	S2	S2-ACM	S2 Access Control Blade	\$637.56	\$637.56
1	Altronix	eFlow4NA8D	12/24VDC, 4A Power Supply	\$273.24	\$273.24
1	HID	920PTNNEK0000	HID RP40 MultiClass Reader, Black	\$226.31	\$226.31
1	HID	921PTNNEK00000	HID RPK40 MultiClass Reader w/Keypad, Black	\$387.77	\$387.77
1	Linear	ACP00727	RF Reader WOR	\$184.91	\$184.91
20	Linear	ACP00960	HID Compatible, Trans Prox MegaCode ACT-34DHC Transmitter	\$34.49	\$689.80
1	Linear	EXA-1000	Omni-Directional Remote Antenna, F-Connector	\$60.71	\$60.71
1	Cypress	SPX-5631	Weigand Reader Transceiver 2.4Ghz	\$1,382.75	\$1,382.75
1	Clinton Electronics	CE-T12VDC1000	12VDC, 1A Plug In Power Supply	\$19.58	\$19.58
2	Rathbun and Sons	Sub Labor and Material	Electric Strike and Frame Modification	\$690.00	\$1,380.00
500	Belden	6504FE	PL-Card Reader - Wiegand 6/C, #22AWG Shielded	\$0.27	\$135.00
500	Belden	6200UE	PL-Electrified Locksets, Long DS, ML 2/C, #16AWG Unshielded	\$0.29	\$145.00
1	MidCo	Labor	Installation Allowance	\$4,804.80	\$4,804.80

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FEMSS		
Signature		Signature of Purchaser
Date	2/17/21	Date

Digitally signed by Michael E. Kielbasa, Sr.
DN: cn=Michael E. Kielbasa, Sr., o, ou=VP, Integrated
Solutions, email=mkiebase@midcosystems.com,
c=US
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Page 2

Phone # (630) 887-1800 - Fax# (630) 887-1962



MidCo Systems Proposal

MidCo Systems
16W221 Shore Court
Burr Ridge, IL 60527
www.midcosystems.com

Purchaser:	Bloomington Public Works Department	Proposal Date:	Wednesday, February 17, 2021
Address:	603 W. Division Street	Prepared By:	Andy Cooper
City, St, Zip	Bloomington, IL61701	E-Mail:	acooper@midcosystems.com
Phone	(309) 434-2156	Proposal #:	21721AC1
Fax:			
Prepared For:	Aaron Kinder	E-Mail:	akinder@cityblm.org

Project: Division and Ft. Jesse Security Projects

Qty	Mfg.	Part No.	Description	Per Unit Price	Extended Price
1	S2	S2-NN-E2R-RM	S2 Network Node Rack Mount Enclosure	\$2,139.00	\$2,139.00
1	S2	S2-ACM	S2 Access Control Blade	\$637.56	\$637.56
1	Altronix	MAXIMAL1RHD	12/24VDC, 4A Power Supply, Rack Mount	\$379.50	\$379.50
3	HID	920PTNNEK0000	HID RP40 MultiClass Reader, Black	\$226.31	\$678.93
1	HID	921PTNNEK00000	HID RPK40 MultiClass Reader w/Keypad, Black	\$387.77	\$387.77
4	Rathbun and Sons	Sub Labor and Material	Electric Strike and Frame Modification	\$690.00	\$2,760.00
500	Belden	6504FE	PL-Card Reader - Wiegand 6/C, #22AWG Shielded	\$0.27	\$135.00
500	Belden	6200UE	PL-Electrified Locksets, Long DS, ML 2/C, #16AWG Unshielded	\$0.29	\$145.00
1	MidCo	Labor	Installation Allowance	\$4,804.80	\$4,804.80

IP addresses and network connections by owner.

Cable and power installed by others.

Record to Milestone VMS at City of Bloomington.

Milestone SLC: xxxxxxxxxxxxxxxxxxxx

Equipment Enclosures not included, assume by owner or add to BOM.

Manlift provided by City of Bloomington for pole mount installations.

Replacement Door Hardware, Leversets by City of Bloomington.

Key Cylinder and Keys by City of Bloomington.

1	MidCo 1	Travel	Travel, Parking, Tolls, Etc.		
	MidCo 2	Programming	Technical Support and Programming	\$3,363.36	\$3,363.36
	MidCo 3	Drawings	Drafting and AutoCAD		
1	MidCo 4	PM&ENG	Project Management and Engineering	\$3,363.36	\$3,363.36
	MidCo 5	Other	Overtime or Special		
	MidCo 6	Permits	Permits, Fees		
	MidCo 7	Training	Training		
1	MidCo 8	Miscellaneous	Misc. Connectors and Installation Material	\$966.00	\$966.00

SUBCONTRACTORS

SUBCONTRACTORS

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SUBCONTRACTORS

Cable 1 Lot

Device Cabling

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Page 3

Phone # (630) 887-1800 - Fax# (630) 887-1962



CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: March 8, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Authorizing Acceptance of the Illinois Housing Development Authority's Strong Communities Program Grant, 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 4c. Preservation of property/home valuations

BACKGROUND: The City has a history of participating in Illinois Housing Development Authority (IHDA) grant programs designed to address affordable housing and neighborhood revitalization. In 2020, IHDA released a Request for Proposals for a new program called Strong Communities Programs (SCP). The SCP is a companion program to the Abandon Property Program (APP). The City of Bloomington has received funding through APP in all (4) four rounds of funding through which it maintains vacant and abandoned properties. The Economic and Community Development department submitted an application for SCP and has been awarded \$175,000 in funding.

Expenses eligible for reimbursement through the SCP include property acquisition, demolition, interior and exterior rehabilitation, tree, shrub and debris removal, mowing, and administrative expenses at 5% of the total award. Property acquisition, interior rehabilitation and administrative costs are not allowable expenses under APP.

The additional funding available through SCP will be leveraged not only with APP but also with Community Development Block Grant (CDBG) dollars for a greater impact in our neighborhoods. When the City obtains a property, an inspection is conducted to determine if it is a candidate for rehabilitation or if demolition is required. When rehabilitation is a viable option, the property is donated to a local not-for-profit, such as YouthBuild, and a CDBG grant is provided to assist with the cost of rehabilitation. Once complete, the not-for-profit is allowed to sell or rent the property to an income qualified homeowner as long as net profits are used to support future affordable housing projects.

When the property is deteriorated beyond repair, all structures are demolished, the property is cleared, and new connections to City water and sewer are provided. If the lot is large enough for new construction, the property is donated to Habitat for Humanity for construction of new, affordable housing. When a lot is too small to build upon, it is donated

to a local not-for-profit for green space. If that is not an option, it is offered to adjacent property owners.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Reimbursement for administrative expenses at 5% of the total award will reduce the Code Enforcement staff salary and benefits by \$8,750 over the lifetime of the grant. All other expenditures will be reimbursed at 100% with no match required. Failure to approve acceptance of the award will result in the loss of \$175,000 in grant funds to support neighborhood revitalization and the elimination of conditions of blight.

COMMUNITY DEVELOPMENT IMPACT: Goal H—1.2. Ensure an adequate supply of affordable housing for low to moderate income residents; 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.

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by:



Melissa Hall, Economic and Community Development Director

3/1/2021



Chris Tomerlin, Budget Manager

3/1/2021



Jeffrey R. Jurgens, Corporation Counsel

3/2/2021



Tara Henry, Legislative Assistant

3/3/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 1B 2020 SCP Award Notice
- E&CD 1C 51810-SCP Funding Agreement
- E&CD 1D SCP R1 Resolution
- E&CD 1E Certificate of Incumbency

December 18, 2020

City of Bloomington
Tim Gleason
109 E. Olive St.
Bloomington, IL 61701

Re: Strong Communities Program, Round 1

Dear Tim,

We are pleased to announce your selection for participation in Round 1 of the Strong Communities Program (SCP). Your grant award amount is \$175,000.00. Please note that your participation in Round 1 is contingent upon your submission of a Round 1 Conditional Commitment Letter and Funding Agreement (which will be provided to you in the near future) and your successful closing with IHDA's Legal Department.

We will send notification to you as the contact listed in the application when your Round 1 Funding Agreement is prepared. Please be reminded that as part of the closing process, you will be required to submit due diligence items, including agency/corporate documents for SCP. If you would like to change your contact information for SCP, please do so by using the link below to submit you revised contact info.

SCP Working Contact Jotform: <https://form.jotform.com/203415896631156>.

Additionally, we will be hosting a legal closing webinar on **Thursday, February 11, 2020** to discuss the required guidelines for the IHDA legal closing process, program participation, reporting, and payment schedules; your participation is required. The webinar's call-in information and timing as well as Round 1 program documents will be distributed in a separate email.

If you have any questions or concerns, please do not hesitate to contact us at SCPinfo@ihda.org.

Sincerely,



Nicki Pecori Fioretti
Director, Community Affairs

PROGRAM FUNDING AGREEMENT

This **PROGRAM FUNDING AGREEMENT** (this “Agreement”), made and entered into as of the ____ day of _____, 2021, by and between **CITY OF BLOOMINGTON**, an Illinois unit of local government (“Recipient”) and the Illinois Housing Development Authority (the “Authority”) a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the “IHDA Act”).

WITNESSETH:

WHEREAS, pursuant to authority under Article 30, Section 5 of Public Act 101-0638 and the governed by the guidelines outlined in the term sheet (the “Rules”), the Authority may provide Funds to municipalities and counties in Illinois participating in the Strong Communities Program for the rehabilitation and demolition of Abandoned Residential Properties as defined herein; and

WHEREAS, the Authority has issued, and the Recipient has accepted, that certain Conditional Commitment Letter (together with any amendments thereto, the “Commitment”), pursuant to which the Authority has agreed to provide funds to the Recipient in an amount not to exceed **One Hundred Seventy-Five Thousand and No/100 Dollars (\$175,000.00)** (the “Funds”) and Recipient will use the Funds for Eligible Uses in connection with rehabilitation and demolition of Abandoned Residential Property within the Recipient’s jurisdiction (the “Project”) and for no other purpose; and

WHEREAS, as an inducement to the Authority to provide the Funds, the Recipient agrees to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in this Agreement, the IHDA Act and the Rules.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Incorporation.** The foregoing recitals are made a part of this Agreement.
2. **Act and Regulations.** The Recipient agrees that at all times its acts regarding the Project shall comply with the applicable provisions of the IHDA Act and the Rules.

3. **Definitions:**

“Abandoned Residential Property” shall have the meaning ascribed to it in the Program Manual.

“Application” shall mean the application for the Funds completed by the Recipient.

“Business Day” shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which the Authority is authorized or obligated by law to be closed.

“Closing Date” shall mean the date upon which all requirements set forth in the Commitment have been satisfied. This Agreement shall be dated as of the Closing Date and shall become effective as of the Effective Date.

“Commitment” shall mean that certain Conditional Commitment Letter by the Authority and accepted by the Recipient dated as of January 19, 2021.

“Disbursements” shall mean the Funds that may be disbursed to the Recipient after the Closing Date.

“Effective Date” shall mean March 19, 2021.

“Eligible Uses” shall have the meaning ascribed to it in the Rules.

“Fund Documents” shall mean the Application, this Agreement, the Commitment and any and all other documents evidencing or governing the Funds.

“Program Manual” shall mean the that certain Strong Communities Program Manual.

“Quarterly Disbursements” shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as detailed on the Recipient’s Quarterly Disbursement Statements.

“Strong Communities Program” shall mean the Strong Communities Program authorized by Article 30, Section 5 of Public Act 101-0638 and the Rules.

“Termination Date” shall mean the date which is two (2) years after the Effective Date which date is estimated to be March 19, 2023.

4. Commencement. The term of this Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions herein, shall terminate on the Termination Date. No Eligible Uses may occur after the Termination Date. Any expenses incurred after the Termination Date will not be reimbursed.

5. Project Requirements. In connection with the Project, the Recipient shall perform functions that include, but may not be limited to, the following:

a. Report data-points and financials to Authority, as set forth herein.

b. Use funds for Eligible Uses as ascribed in Rules.

c. Recipient is not barred from receiving funds under any federal program or any program of the state. In addition, Recipient is not delinquent in the payment of any debt to the State of Illinois (or if delinquent has entered into a deferred payment plan to pay the debt), and Recipient and its affiliates acknowledge the Authority may declare this

Agreement void if this certification is false or if Recipient or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

d. Recipient has satisfied and will continue to satisfy all terms, conditions, and covenants of and has not suffered or will suffer any event of default of any agreement, contract or requirement of the Authority, HUD, the State, or any political subdivision thereof.

e. Recipient has not been convicted of bribery or attempting to bribe an officer or employee of the State in that officer's or employee's official capacity; nor has it made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. In addition, if Recipient has been convicted of a felony, as least five (5) years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business.

f. Recipient will at all times, in the performance of this Agreement, comply with all applicable federal, state, and local laws and regulations.

g. Recipient shall obtain a fidelity bond coverage or honesty insurance in an amount that is at least equal to the lesser of (a) the Funds awarded, or (b) \$100,000.00 with the Authority named as an additional insured.

h. Recipient shall provide wire instructions or ACH deposit instructions for the Bank Account (as defined in **Paragraph 7.f** hereof).

i. Recipient shall perform any other functions that the Authority may reasonably require.

The Authority reserves the right to assess the Recipient's performance of the Project at all times throughout the term of this Agreement. If the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Strong Communities Program, the Authority shall have the right to terminate this Agreement pursuant to **Paragraph 10** hereof.

6. Additional Covenants. The Recipient further certifies under oath, covenants and agrees that, to the best of Recipient's knowledge, information and belief, (i) all representations and warranties of the Recipient contained in this Agreement and the other Fund Documents are true, accurate and complete as of the date hereof and shall be true, accurate and complete at the time of the Disbursement; (ii) that the Funds shall be used only for the purposes described in this Agreement; and (iii) that the award of Funds is conditioned upon the certification as set forth in this **Paragraph 6**.

7. Disbursement of Funds. Provided that adequate funds have been appropriated or directed to the Authority to fulfill its obligations under this Agreement, the Authority will authorize the Disbursements as follows:

a. Quarterly Disbursements. Within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient for Eligible Uses (the “Quarterly Disbursement Statement”), as set forth in **Paragraph 7.d** hereof, on a form supplied by the Authority which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of the Quarterly Disbursement Statement, the Quarterly Disbursement will be disbursed within forty-five (45) days of the Authority’s receipt of the Quarterly Disbursement Statement. Notwithstanding anything to the contrary contained herein, each Quarterly Disbursement shall also be based on the Recipient’s performance under the Strong Communities Program to date and the Recipient’s continued willingness to perform. Notwithstanding anything to the contrary contained herein, the Authority reserves the right, in its sole and absolute discretion, to increase, decrease or eliminate the Funds to the Recipient and the Authority has the right to modify the expenditure timeline as set forth herein.

b. Final Disbursement. Within forty-five (45) days of the Termination date, as defined above, provided that the Authority approves Recipient’s accounting of all expenses incurred by the Recipient for Eligible Uses occurring before the Termination Date, the Authority will make a Final Disbursement. No disbursement shall be made under this Agreement after the Termination Date, except as provided in this **Paragraph 7b** hereof. Any Funds disbursed to the Recipient but not expended by the Recipient as of the Termination Date shall be returned to the Authority within Five (5) Business Days after the Termination Date.

c. Rejection of Disbursement Statement. If the Authority rejects the Recipient’s Initial Disbursement Statement or a Quarterly Disbursement Statement, the Authority shall give its reasons for such rejection in a written notice to Recipient as provided in **Paragraph 19** hereof and the Recipient shall have five (5) Business Days from the date of receipt of the rejection notice, or within such further time as the Authority in its sole discretion permits, to cure any defects in the documents submitted and, provided the cure is accepted by the Authority, additional Disbursements may be made to the Recipient. If the Recipient fails to cure any defects to the Authority’s satisfaction, the Authority may declare a default under this Agreement, effective upon notice to the Recipient, and shall have the remedies available to it as set forth in **Paragraph 10** hereof.

d. Disbursement Statements. The Initial Disbursement Statement and each Quarterly Disbursement Statement shall include:

- (i) A complete and accurate Strong Communities Program-Cumulative Accounting of the expenses for Eligible Uses incurred by the Recipient on a form supplied by the Authority.
- (ii) Evidence and back-up documentation of expenses for Eligible Uses, including, but not limited to, receipts, ledgers, invoices, before and after pictures, addresses or geographic coordinates, and number of abandoned

residential properties served.

(iii) Any and all other documents and showings reasonably requested by the Authority or its counsel.

e. Documentation Retention. As set forth in **Paragraph 11** hereof, Recipient shall maintain copies of all documents substantiating expenditures made by Recipient in connection with the Strong Communities Program for a period of five (5) years after the Termination Date. Recipient shall ensure that all books, records, and supporting documents in relation to all expenses in connection with the Strong Communities Program are maintained at the address listed for the Recipient in **Paragraph 19** hereof and are available for inspection by the Authority upon the Authority's request.

f. Bank Account for Disbursements. The Authority shall effectuate Disbursements by transferring the Funds directly to a bank account (the "Bank Account"), established at a bank or other financial institution (the "Bank") selected by the Recipient and acceptable to the Authority. Recipient shall provide evidence of the Bank Account to the Authority on a form acceptable to the Authority and shall include ACH instructions on a form acceptable to the Authority. Recipient shall be responsible for the management of the Bank Account, and shall cause the Bank to provide the Authority with copies of statements upon the Authority's request. Recipient is encouraged to maintain the Bank Account as a separate account or a separate sub-account designated solely for the Strong Communities Program. Any fees and costs charged or incurred by Bank in connection with the Bank Account shall be paid by the Recipient.

8. Reporting Requirements. The Recipient shall provide quarterly reports to the Authority within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date. The Recipient's submission of the Quarterly Disbursement Statements as set forth in **Paragraph 7** hereof will be sufficient to meet the reporting requirements under this **Paragraph 8**.

9. Non-Discrimination.

a. The Recipient shall not, in the provision of services in connection with the Project, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age, disability, national origin, familial or marital status, unfavorable military discharge or because the person is receiving governmental rental assistance.

b. The Recipient shall comply with all of the provisions of Paragraph 13 of the IHDA Act, and all other provisions of federal, state and local law relative to non-discrimination.

c. The Recipient agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and rules applicable to public contracts, including equal employment opportunity,

refraining from unlawful discrimination The Recipient agrees to comply with the applicable provisions of the Fair Housing Act (42 USC 3601 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Illinois Environmental Barriers Act (410 ILCS 25), the Illinois Accessibility Code (71 Ill. Adm. Code 400), and all other applicable state and federal laws concerning discrimination and fair housing. The Recipient further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

d. The Recipient agrees and acknowledges that they are in compliance with and will remain in compliance with all federal and State laws, rules, and regulations required as a regular course of their business and pursuant to IHDA Act, the Rules, and the Strong Communities Program. The Recipient agrees and acknowledges that it is its responsibility to determine which laws, rules and regulations apply.

10. Violation of Agreement. Upon learning of a violation of any of the provisions of this Agreement by the Recipient or if the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Strong Communities Program, or if the Recipient becomes insolvent, defunct, or commences bankruptcy proceedings, or should any director, officer, employee or official of Recipient engage in fraud, willful misconduct or gross negligence or misappropriate any funds, then the Authority may give written notice of such violation or unsatisfactory performance to the Recipient, as provided in **Paragraph 19** hereof. If such violation or unsatisfactory performance is not corrected to the satisfaction of the Authority within thirty (30) days after the receipt of such notice, or within such further time as the Authority in its sole discretion permits, the Authority may declare a default under this Agreement, effective upon notice to the Recipient the Authority may:

a. Recover the disbursed Funds, or such portion of the disbursed Funds as are, in the sole judgment of the Authority, related to the violation of this Agreement;

b. Terminate this Agreement; and

c. Exercise such other rights or remedies as may be available to the Authority under this Agreement, at law or in equity.

No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other existing or subsequent breach of this Agreement. No delay in exercising, failure to exercise, or incomplete exercise by the Authority of any right under this Agreement shall operate as a waiver of such right or any other right. The Authority's remedies are cumulative and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of the Authority's other remedies.

Notwithstanding the foregoing thirty (30) day cure period for violations of the Agreement, the cure period for Requests for Disbursements shall be as set forth in **Paragraph 7** hereof.

11. Monitoring of Project. The Authority, the Auditor General and the Attorney General, and their respective agents or representatives (collectively, the "Auditor") shall have the

right at any time from the Closing Date through five (5) years after the Termination Date, upon notice to the Recipient to inspect the books and records of the Recipient relating to the Project completed during the Project. Recipient shall make available this Agreement and all books, records and supporting documents related to this Agreement for review and audit by the Auditor. Recipient shall cooperate fully with any audit conducted by the Auditor and shall permit the Auditor full access to all relevant materials. The required documentation may include, but is not limited to, a copy of the municipality's or county's Application to the Authority; all records relating to the Eligible Uses under the Program, as set forth in the Rules; and any other documentation required by the Auditor. Recipient further agrees that the failure of the Recipient to maintain the books, records, and supporting documents required by this **Paragraph 11** shall establish a presumption in favor of the State of Illinois and the Authority for the recovery of any funds paid by the State of Illinois or the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

12. Indemnification of the Authority. Recipient agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, including without limitation the execution of the Fund Documents and the provision of the Funds. Recipient further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Recipient under this **Paragraph 12** shall survive the provision of the Funds.

13. Drug-Free Workplace. If applicable, Recipient agrees to comply with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). The Recipient's Drug Free Workplace Certification (form of which is attached hereto as **Exhibit A**) is made a part of this Agreement.

14. Amendment of Agreement. This Agreement shall not be altered or amended except by a written instrument signed by the parties to it.

15. Partial Invalidity. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

16. Binding on Successors. This Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest and assigns, provided that the Recipient may not assign this Agreement, its right to the Funds proceeds or any of its obligations under this Agreement without the prior written approval of the Authority.

17. Gender. The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

18. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of the Agreement.

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

If to the Authority:

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

If to Recipient:

City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61701
Attention: The Honorable Tari Renner

Such addresses may be changed by notice to the other party given in the same manner as provided in this **Paragraph 19**. Any notice, demand, request or other communication sent pursuant to subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (b) shall be served and effective one (1) Business Day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) Business Days after proper deposit with the United States Postal Service.

20. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument. A signed copy of this Agreement transmitted by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers.

RECIPIENT:

CITY OF BLOOMINGTON,
an Illinois unit of local government

By: _____

Name: Tari Renner

Its: Mayor

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____

Name: Maureen G. Ohle

Its: General Counsel

Exhibit A: Drug-Free Work Place Certification

EXHIBIT A

DRUG FREE WORKPLACE CERTIFICATE

STATE OF ILLINOIS

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

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Fundee's or contractor's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
 - (3) Notifying the employees that, as a condition of employment on such contract or Funds, the employee will:
 - A. abide by the terms of the statement; and
 - B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Fundee's or contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs;
and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or Funds and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or Funding agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

CITY OF BLOOMINGTON,
an Illinois unit of local government

By: _____

Name: Tari Renner

Its: Mayor

RESOLUTION NO. 2021 - _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S STRONG COMMUNITIES PROGRAM GRANT

WHEREAS, the City of Bloomington (the "Recipient") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Strong Communities Program (the "Program"), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the "Act"), and governed by the Program guidelines described in the term sheet, as may be amended from time to time; and

WHEREAS, the City shall enter into the Funding Agreement (the "Agreement") with the Authority wherein the Authority agrees to make the Grant to the Recipient in an amount not to exceed One Hundred Seventy-five Thousand and 00/100 Dollars (\$175,000.00), which shall be used by the Recipient to preserve affordable housing efforts by assisting with the rehabilitation and/or demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS THAT, that the Mayor of the Recipient is hereby authorized and empowered to execute and deliver in the name of or on behalf of the Recipient the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Recipient to perform its obligations under the Agreement.

FURTHER RESOLVED, that the Mayor is authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVED, that the Recipient hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

PASSED this 8th day of March 2021.

APPROVED this _____ day of March 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

**OFFICER'S CERTIFICATE AND
CERTIFICATE OF INCUMBENCY**

This Officer's Certificate and Certificate of Incumbency (this "Certificate") is being furnished to the Illinois Housing Development Authority (the "Authority") in connection with the grant being made by the Authority to the City of Bloomington, an Illinois unit of local government, and in connection with the Strong Communities Program.

The undersigned hereby certifies that:

- (a) The undersigned has full power and authority to execute and deliver this Certificate on behalf of the City of Bloomington.
- (b) Attached hereto as **Exhibit A** is a true, correct and complete copy of the Resolutions duly adopted by the City of Bloomington on March 8, 2021 and such Resolutions have not been amended, rescinded or revoked and remain in full force and effect on the date hereof; and
- (c) The following persons have been duly elected and/or appointed to the positions in the City set opposite their respective names and continue to serve in such positions on the date hereof, and that the signatures opposite their respective names are their genuine signatures:

<u>Name</u>	<u>Position</u>	<u>Signature</u>
<u>Tari Renner</u>	Mayor	_____

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this ____ day of _____, 2021.

City of Bloomington,
an Illinois unit of local government

By: _____
Name: Tim Gleason
Its: City Manager



CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: March 8, 2021

SPONSOR: Public Works Department

WARD IMPACTED: Ward 3

SUBJECT: Consideration and action on an Ordinance Approving the Final Plat of Capodice Subdivision, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of an ordinance approving the Final Plat for Capodice Subdivision. The proposed final plat consists of three lots and is located north of Interstate 74, west of Capodice Road, and north of Harvest Hill Ave. The existing Parcel Identification Numbers (PINs) for the property are 21-22-400-017, 21-23-302-004, and 21-23-302-003. This parcel is less than 1.5 miles outside of the Corporate Limits of the City of Bloomington. Therefore, the plat falls within the City's extraterritorial jurisdiction for review and approval. The proposed plat complies with the City of Bloomington minimum lot widths and minimum lot areas, as well as easement dedication requirements. The proposed final plat will facilitate the construction of a single-family home. The petitioner has submitted a certificate from the Bloomington Township Highway Commissioner approving the access as shown on the Final Plat.

Zoning and future use will be approved by the County Building and Zoning Department. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). The plat qualifies for the expedited final plat process. City staff has no objections to the plat.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: John Capodice, Theresa Capodice, Robert J Lenz, Meyer Capel.

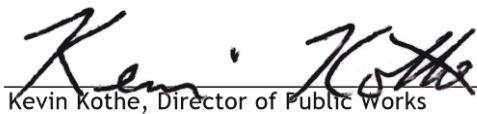
FINANCIAL IMPACT: John Capodice and Theresa Capodice paid all survey and plat costs.

COMMUNITY DEVELOPMENT IMPACT: The subject property is within a mile and a half of the corporate limits, within Bloomington's extraterritorial jurisdiction. Bloomington has authority to review the subdivision for conformance with the Comprehensive plan and zoning and subdivision regulations. The land depicted on the plat is identified in the Bloomington Comprehensive Plan Future Land Use map as future development. It does not have access to city utilities and no development is expected to occur within the timeline of the Comprehensive Plan. Regardless, the plat conforms to Bloomington minimum lot width and area requirements.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:


Kevin Kothe, Director of Public Works

2/22/2021


Chris Tomertin, Budget Manager

2/23/2021


Jeffrey R. Jurgens, Corporation Counsel

2/23/2021


Tara Henry, Legislative Assistant

3/3/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 1B Ordinance and Legal Description_Capodice Subdivision Final Plat Ordinance 03082021
- PW 1C Final Plat_Capodice Subdivision Final Plat Ordinance 03082021
- PW 1D Owners Petition_Capodice Subdivision Final Plat Ordinance 03082021
- PW 1E County Clerk Certificate_Capodice Subdivision Final Plat Ordinance 03082021
- PW 1F Owners Certificate_Capodice Subdivision Final Plat Ordinance 03082021
- PW 1G School District Certificate_Capodice Subdivision Final Plat Ordinance 03082021
- PW 1H Final Plat Checklist_Capodice Subdivision Final Plat Ordinance 03082021
- PW 1I Plat Map_Capodice Subdivision Final Plat Ordinance 03082021
- PW 1J Tap On Memo_Capodice Subdivision Final Plat Ordinance 03082021
- PW 1K Drainage Statement_Capodice Subdivision Final Plat Ordinance 03082021
- PW 1L Surveyors Statement_Capodice Subdivision Final Plat Ordinance 03082021
- PW 1M Township Highway Commissioner Plat Access Certificate_Capodice Subdivision Final Plat Ordinance 03082021

ORDINANCE NO. 2021 - ____

**AN ORDINANCE APPROVING THE FINAL PLAT OF
CAPODICE SUBDIVISION**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Capodice Subdivision dated February 17, 2021, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said subdivision is within a mile and a half of the Bloomington corporate limits and subject to Bloomington's extraterritorial jurisdiction; and

WHEREAS, Bloomington has the authority to review and approve final plats within its extraterritorial jurisdiction; and

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

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

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

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

SECTION 2. That the Final Plat of Capodice Subdivision, dated February 17, 2021 is hereby approved.

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

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

PASSED this 8th day of March 2021.

APPROVED this ____ day of March 2021.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

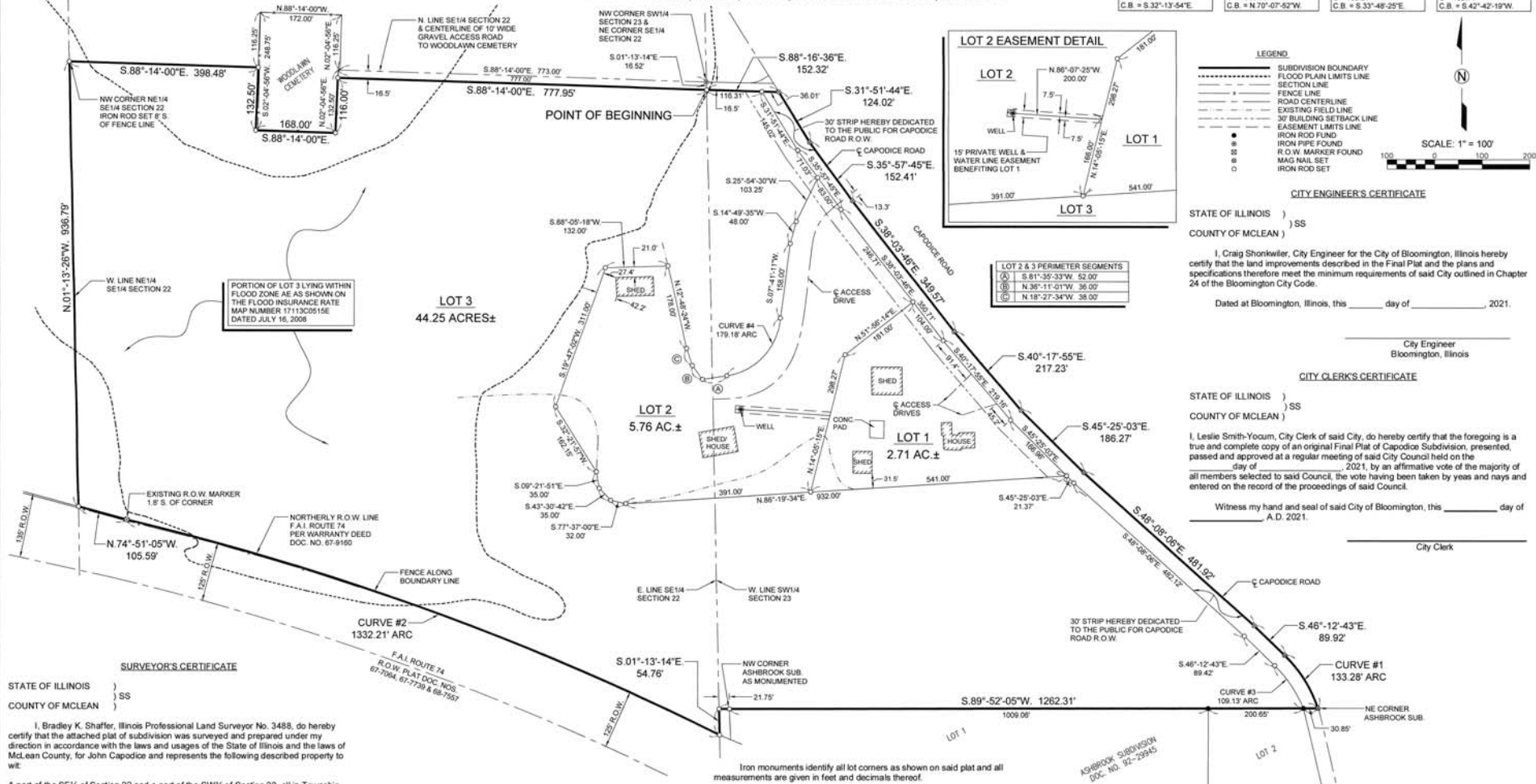
Exhibit A - Legal Description

A part of the SE $\frac{1}{4}$ of Section 22 and a part of the SW $\frac{1}{4}$ of Section 23, all in Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the northwest corner of the SW $\frac{1}{4}$ of Section 23; thence S.01°-13'-14"E. 16.52 feet on the west line of said SW $\frac{1}{4}$ of Section 23 to the Point of Beginning; thence S.88°-16'-36"E. 152.32 feet on a line parallel with and 16.50 feet South of the north line of said SW $\frac{1}{4}$ of Section 23 to the centerline of Capodice Road; thence S.31°-51'-44"E. 124.02 feet along said centerline; thence S.35°-57'-45"E. 152.41 feet along said centerline; thence S.38°-03'-46"E. 349.57 feet along said centerline; thence S.40°-17'-55"E. 217.23 feet along said centerline; thence S.45°-25'-03"E. 186.27 feet along said centerline; thence S.48°-08'-06"E. 481.92 feet along said centerline; thence S.46°-12'-43"E. 89.92 feet along said centerline; thence southeasterly 133.28 feet along said centerline on a non-tangential curve concave to the southwest having a radius of 267.51 feet, a central angle of 28°-32'-49" and a chord of 131.91 feet bearing S.32°-13'-54"E. from the last described course to the northeast corner of Ashbrook Subdivision, as shown on the Plat thereof recorded as Document No. 92-29945 in the McLean County Recorder of Deeds Office; thence S.89°-52'-05"W. 1240.56 feet to the northwest corner of said Ashbrook Subdivision as monumented; thence continuing S.89°-52'-05"W. 21.75 feet to the east line of the SE $\frac{1}{4}$ of Section 22; thence S.01°-13'-14"E. 54.76 feet on said east line to the northerly right of way line of F.A.I. Route 74 as conveyed to the State of Illinois, Department of Public Works and Buildings, per the Warranty Deed recorded as Document No. 67-9160 and also shown on the Right of Way Plats thereof recorded as Document Nos. 67-7064, 67-7739 and 68-7557, all in said McLean County Recorder of Deeds Office; thence northwesterly 1332.21 feet on said northerly right of way line on a non-tangential curve concave to the southwest having a radius of 5854.58 feet, a central angle of 13°-02'-15" and a chord of 1329.33 feet bearing N.70°-07'-52"W. from the last described course; thence N.74°-51'-05"W. 105.59 feet on said northerly right of way line to the west line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22; thence N.01°-13'-26"W. 936.79 feet to the northwest corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22; thence S.88°-14'-00"E. 398.48 feet on the north line of said SE $\frac{1}{4}$ of Section 22 to the west line of Woodlawn Cemetery; thence S.02°-04'-56"W. 132.50 feet to the southwest corner of said Woodlawn Cemetery; thence S.88°-14'-00"E. 168.00 feet to the southeast corner of said Woodlawn Cemetery; thence N.02°-04'-56"E. 116.00 feet on the east line of said Woodlawn Cemetery to a point lying 16.50 feet South of the north line of said SE $\frac{1}{4}$ of Section 22; thence S.88°-14'-00"E. 777.95 feet on a line parallel with and 16.50 feet South of said north line of the SE $\frac{1}{4}$ of Section 22 to the Point of Beginning containing 53.91 Acres, more or less, with assumed bearings given for description purposes only.

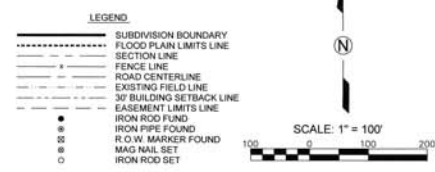
CAPODICE SUBDIVISION

PART OF THE SE1/4 OF SECTION 22 & PART OF THE SW1/4 OF SECTION 23,
ALL IN T.23N., R.2E., 3P.M., MCLEAN COUNTY, ILLINOIS

PARENT TRACT PARCEL ID NOS.
21-22-400-017, 21-23-302-004 & 21-23-302-003



CURVE #1 INFORMATION SUBDIVISION BOUNDARY	CURVE #2 INFORMATION SUBDIVISION BOUNDARY	CURVE #3 INFORMATION LOT 2 & 3 PERIMETER	CURVE #4 INFORMATION LOT 2 & 3 PERIMETER
Δ = 28°32'40"	Δ = 13°02'15"	Δ = 24°25'31"	Δ = 77°46'20"
R = 267.51'	R = 5854.58'	R = 256.00'	R = 132.00'
L = 130.28'	L = 1332.21'	L = 109.13'	L = 179.18'
T = 68.06'	T = 668.99'	T = 55.41'	T = 106.48'
C = 131.91'	C = 1329.33'	C = 109.31'	C = 165.74'
C.B. = S.32°-13'54"E	C.B. = N.70°-07'-52"W	C.B. = S.33°-48'-25"E	C.B. = S.42°-42'-19"W



CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCLEAN) SS

I, Craig Shonkwiler, City Engineer for the City of Bloomington, Illinois hereby certify that the land improvements described in the Final Plat and the plans and specifications therefore meet the minimum requirements of said City outlined in Chapter 24 of the Bloomington City Code.

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

City Engineer
Bloomington, Illinois

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCLEAN) SS

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

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

City Clerk

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF MCLEAN) SS

I, Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction in accordance with the laws and usages of the State of Illinois and the laws of McLean County, for John Capodice and represents the following described property to wit:

A part of the SE1/4 of Section 22 and a part of the SW1/4 of Section 23, all in Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the northwest corner of the SW1/4 of Section 23; thence S.01°-13'-14"E. 16.52 feet on the west line of said SW1/4 of Section 23 to the Point of Beginning; thence S.88°-16'-36"E. 152.32 feet on a line parallel with and 16.50 feet South of the north line of said SW1/4 of Section 23 to the centerline of Capodice Road; thence S.31°-51'-44"E. 124.02 feet along said centerline; thence S.35°-57'-45"E. 152.41 feet along said centerline; thence S.38°-03'-46"E. 349.57 feet along said centerline; thence S.40°-17'-55"E. 217.23 feet along said centerline; thence S.45°-25'-03"E. 186.27 feet along said centerline; thence S.48°-05'-06"E. 481.92 feet along said centerline; thence S.46°-12'-43"E. 89.92 feet along said centerline; thence southeasterly 133.28 feet along said centerline on a non-tangential curve concave to the southwest having a radius of 267.51 feet, a central angle of 28°-32'-49" and a chord of 131.91 feet bearing S.32°-13'-54"E. from the last described course to the northeast corner of Ashbrook Subdivision, as shown on the Plat thereof recorded as Document No. 62-29945 in the McLean County Recorder of Deeds Office; thence S.89°-52'-05"W. 1240.56 feet to the northwest corner of said Ashbrook Subdivision as monumented; thence continuing S.89°-52'-05"W. 21.75 feet to the east line of the SE1/4 of Section 22; thence S.01°-13'-14"E. 54.76 feet on the north line of the SE1/4 of Section 22 to the Point of Beginning containing 53.91 Acres, more or less, with assumed bearings given for description purposes only.

on the Right of Way Plats thereof recorded as Document Nos. 67-7064, 67-7739 and 68-7557, all in said McLean County Recorder of Deeds Office; thence northwesterly 1332.21 feet on said northerly right of way line on a non-tangential curve concave to the southwest having a radius of 5854.58 feet, a central angle of 13°-02'-15" and a chord of 1329.33 feet bearing N.70°-07'-52"W. from the last described course; thence N.74°-51'-05"W. 105.59 feet on said northerly right of way line to the west line of the NE1/4 of the SE1/4 of Section 22; thence N.01°-13'-26"W. 936.79 feet to the northwest corner of said NE1/4 of the SE1/4 of Section 22; thence S.88°-14'-00"E. 398.48 feet on the north line of said SE1/4 of Section 22 to the west line of Woodlawn Cemetery; thence S.02°-04'-56"W. 132.50 feet to the southwest corner of said Woodlawn Cemetery; thence S.88°-14'-00"E. 168.00 feet to the southeast corner of said Woodlawn Cemetery; thence N.02°-04'-56"E. 116.00 feet on the east line of said Woodlawn Cemetery to a point lying 16.50 feet South of the north line of said SE1/4 of Section 22; thence S.88°-14'-00"E. 777.95 feet on a line parallel with and 16.50 feet South of said north line of the SE1/4 of Section 22 to the Point of Beginning containing 53.91 Acres, more or less, with assumed bearings given for description purposes only.

I further certify that I have subdivided the same into 3 Lots as shown on the attached plat. Said subdivision is to be known as Capodice Subdivision, McLean County, Illinois.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof.

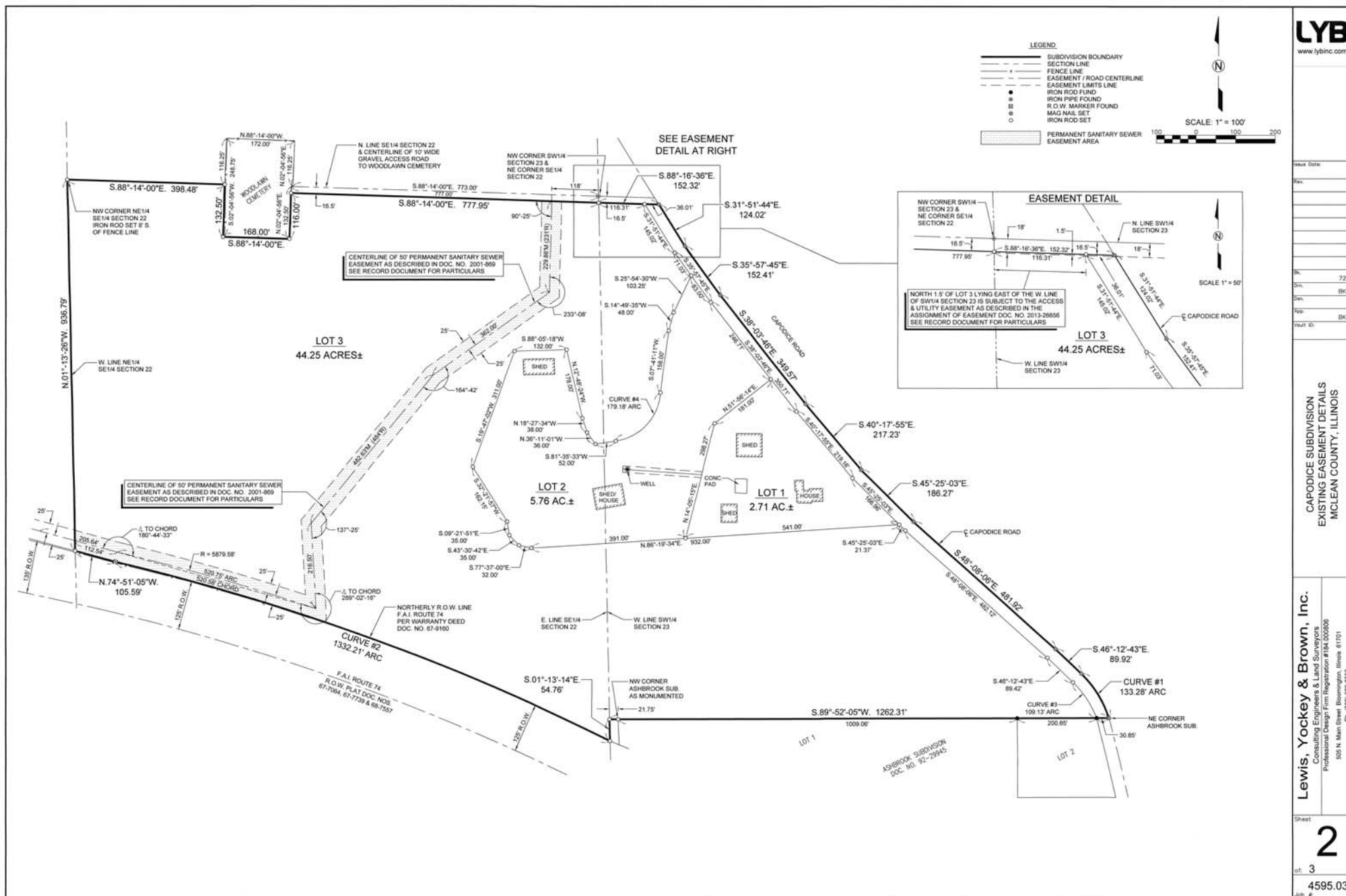
I further certify that the foregoing plat accompanying this certificate accurately represents the above described property as subdivided.

I further certify that a portion of Lot 3 lies within the Special Flood Hazard Area Zone AE as depicted herein and identified by the Federal Emergency Management Agency as shown on Flood Insurance Rate Map Number 17113C0515E, dated July 16, 2008.

I further certify that said subdivision lies within 1 1/2 miles of the corporate limits of the City of Bloomington.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main St.
Bloomington, IL 61701
02/17/2021
Date
Bradley K. Shaffer
Illinois Professional Land Surveyor No. 3488
License Expires 11/30/2022







**AMENDED PETITION FOR
APPROVAL OF FINAL PLAT**

STATE OF ILLINOIS)
)SS
COUNTY OF McLEAN)

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

NOW COME JOHN CAPODICE and THERESA CAPODICE, hereinafter referred to as
your Petitioners, respectfully representing and requesting as follows:

1. That your petitioners are the owner of the freehold or lesser estate therein of the
premises described on Exhibit A attached hereto and made a part hereof by this reference;
2. That your petitioners seek approval of the Final Plat for the subdivision to be known
and described as **Capodice Subdivision, Bloomington, Illinois**, which Final Plat is attached hereto
and made a part hereof;
3. That your petitioners also seek approval of the following exemptions or variations
from the provisions of Chapter 24 of the Bloomington City Code, 1960: **waiver of the preliminary
plan (Chapter 24.3.5(F))**.
4. That your petitioners hereby dedicates to the public, all public rights-of-way and
easements shown on said Final Plat;

WHEREFORE, your Petitioners, JOHN CAPODICE and THERESA CAPODICE, pray that
the Final Plat for **Capodice Subdivision, Bloomington, Illinois**, submitted herewith be approved
with the exemptions or variations as requested herein.

Respectfully submitted,
JOHN CAPODICE and THERESA
CAPODICE,

By _____
Robert J. Lenz, Their Attorney

Prepared by:
Robert J. Lenz
Meyer Capel, A Professional Corporation
Attorneys for Petitioners
202 N. Center Street
Bloomington, IL 61701
309/829-9486

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 1 day of February, 2021, there were no delinquent general taxes unpaid, special assessments or delinquent special assessments against the tract of land shown on the Final Plat of Capodice Subdivision attached to this certificate and described in the Certificate of the Surveyor attached hereto and to said plat.

Kathy Michael
County Clerk, McLean County, Illinois

(SEAL OF SAID COUNTY)

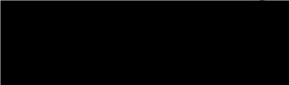
PN's: 21-22-400-017
21-23-302-004
21-23-302-003

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

KNOW ALL MEN BY THESE PRESENTS, That JOHN CAPODICE and THERESA CAPODICE hereby certify that they are the owners of all the premises embodied in the attached plat of Capodice Subdivision, McLean County, Illinois, and that they have caused said plat to be made and that it is a true and correct plat of "Capodice Subdivision", McLean County, Illinois as laid off into three (3) lots by Bradley K. Shaffer, Illinois Professional Land Surveyor Number 3488; the undersigned hereby dedicate to the State of Illinois, and set apart for the use of the general public forever all of the streets and thoroughfares as indicated and shown on said Plat; and the undersigned further dedicate easements within the rights-of-way of such streets and thoroughfares to the applicable public utility companies for those utility installations that are permitted by this and other resolutions and codes of the County to be installed in street or thoroughfare rights-of-way..

IN WITNESS WHEREOF, JOHN CAPODICE and THERESA CAPODICE have affixed their hands and seals this 29 day of January, 2021.



JOHN CAPODICE



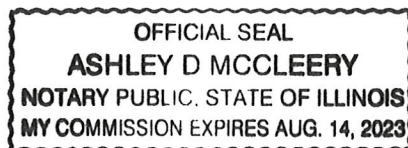
THERESA CAPODICE

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that JOHN CAPODICE and THERESA CAPODICE personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of Homestead, and also including the dedication of all streets and highways to the use of the general public forever, and including the grant of certain utility easements to the applicable public utility companies.

Given under my hand and notarial seal this 29 day of January, 2021.



Ashley McCleery
Notary Public

SCHOOL DISTRICT CERTIFICATE

JOHN CAPODICE and THERESA CAPODICE, developer/owner of the property described in the Surveyor's Certificate of the tract of land platted as Capodice Subdivision certifies that to the best of their knowledge and belief that said platted land is located within the boundaries of Community Unit School District # 5 in McLean County, Illinois.

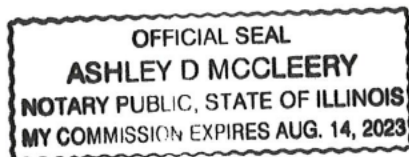

JOHN CAPODICE


THERESA CAPODICE

STATE OF ILLINOIS)
)SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that JOHN CAPODICE and THERESA CAPODICE personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

Given under my hand and Notarial Seal this 29 day of January, 2021.




Notary Public

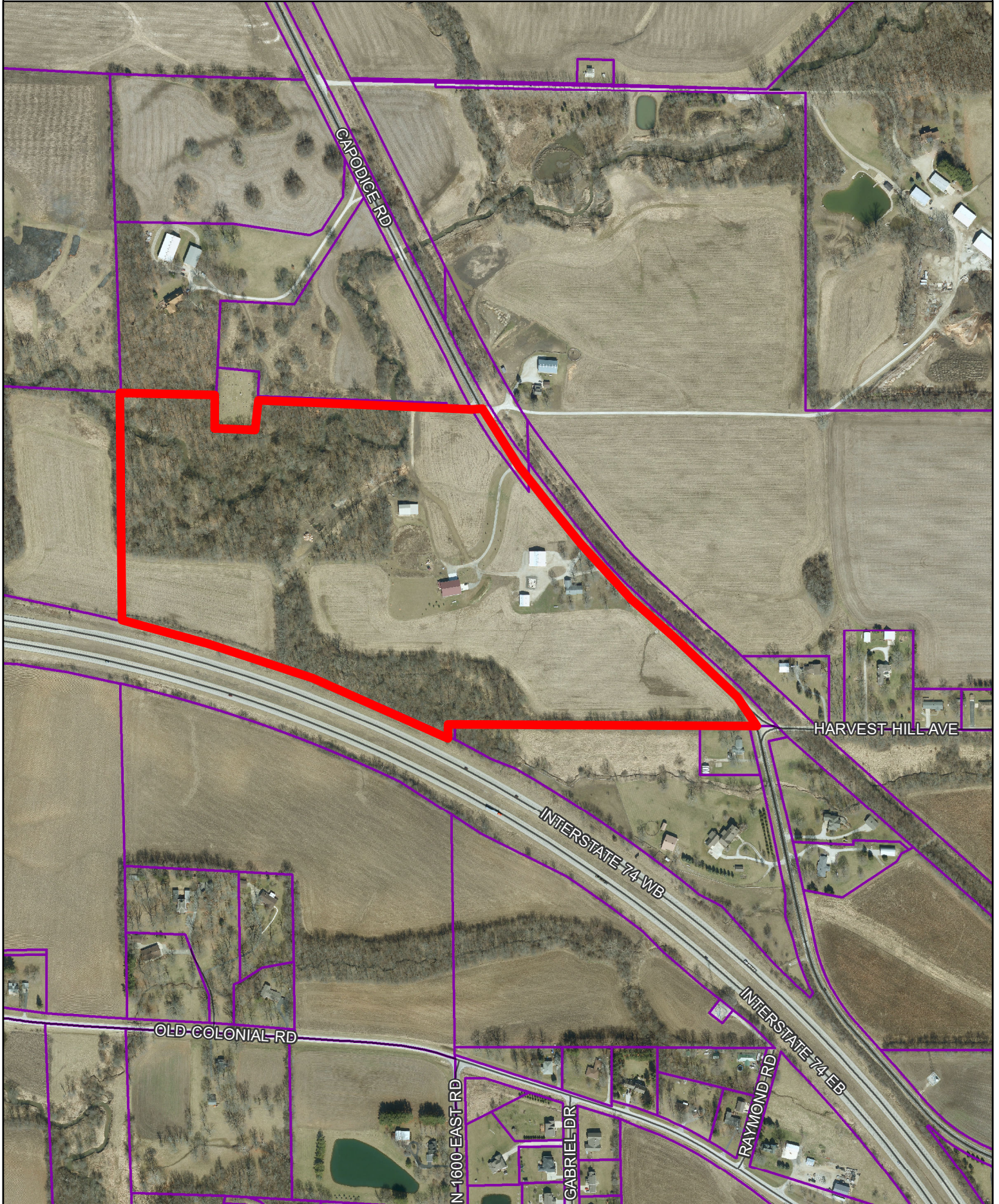


Capodice Subdivision Final Plat

Date Prepared: 2/18/2021

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

Capodice Subdivision Final Plat Map





115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

MEMORANDUM

February 16, 2021

To: Katie Simpson, City Planner
From: Anthony J. Meizelis, P.E.
Subject: Capodice Subdivision Final Plat
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording the final plat: Capodice Subdivision. The final plat will be considered for approval by the City Council at the March 8, 2021 meeting.

A. Performance Guarantee:

No uncompleted public improvements are required for the subdivision; Therefore no performance guarantee is required.

B. Tap-On Fees:

There are no tap-on fees required for the subject subdivision.

C: Guarantee Substandard Street Improvement:

There are no Substandard Street Improvement guarantees required.

cc: Kevin Kothe, Director of Public Works
Craig Shonkwiler, City Engineer
Chris Tomerlin
file

DRAINAGE STATEMENT

Erin L. Estabrook, Registered Professional Engineer, and John Capodice and Theresa Capodice, being the owner(s) of the premises heretofore platted by Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488, to be and become Capodice Subdivision to McLean County, Illinois, do hereby certify that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further certify that a portion of Lot 3 of said Subdivision is located within Special Flood Hazard Area Zone AE, as identified by the Federal Emergency Management Agency and shown on the Flood Insurance Rate Map Number 17113C0515E, dated July 16, 2008.



Registered Professional Engineer

OWNER(S):





SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction in accordance with the laws and usages of the State of Illinois and the laws of McLean County, for John Capodice and represents the following described property to wit:

A part of the SE $\frac{1}{4}$ of Section 22 and a part of the SW $\frac{1}{4}$ of Section 23, all in Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the northwest corner of the SW $\frac{1}{4}$ of Section 23; thence S.01°-13'-14"E. 16.52 feet on the west line of said SW $\frac{1}{4}$ of Section 23 to the Point of Beginning; thence S.88°-16'-36"E. 152.32 feet on a line parallel with and 16.50 feet South of the north line of said SW $\frac{1}{4}$ of Section 23 to the centerline of Capodice Road; thence S.31°-51'-44"E. 124.02 feet along said centerline; thence S.35°-57'-45"E. 152.41 feet along said centerline; thence S.38°-03'-46"E. 349.57 feet along said centerline; thence S.40°-17'-55"E. 217.23 feet along said centerline; thence S.45°-25'-03"E. 186.27 feet along said centerline; thence S.48°-08'-06"E. 481.92 feet along said centerline; thence S.46°-12'-43"E. 89.92 feet along said centerline; thence southeasterly 133.28 feet along said centerline on a non-tangential curve concave to the southwest having a radius of 267.51 feet, a central angle of 28°-32'-49" and a chord of 131.91 feet bearing S.32°-13'-54"E. from the last described course to the northeast corner of Ashbrook Subdivision, as shown on the Plat thereof recorded as Document No. 92-29945 in the McLean County Recorder of Deeds Office; thence S.89°-52'-05"W. 1240.56 feet to the northwest corner of said Ashbrook Subdivision as monumented; thence continuing S.89°-52'-05"W. 21.75 feet to the east line of the SE $\frac{1}{4}$ of Section 22; thence S.01°-13'-14"E. 54.76 feet on said east line to the northerly right of way line of F.A.I. Route 74 as conveyed to the State of Illinois, Department of Public Works and Buildings, per the Warranty Deed recorded as Document No. 67-9160 and also shown on the Right of Way Plats thereof recorded as Document Nos. 67-7064, 67-7739 and 68-7557, all in said McLean County Recorder of Deeds Office; thence northwesterly

1332.21 feet on said northerly right of way line on a non-tangential curve concave to the southwest having a radius of 5854.58 feet, a central angle of 13°-02'-15" and a chord of 1329.33 feet bearing N.70°-07'-52"W. from the last described course; thence N.74°-51'-05"W. 105.59 feet on said northerly right of way line to the west line of the NE¼ of the SE¼ of Section 22; thence N.01°-13'-26"W. 936.79 feet to the northwest corner of said NE¼ of the SE¼ of Section 22; thence S.88°-14'-00"E. 398.48 feet on the north line of said SE¼ of Section 22 to the west line of Woodlawn Cemetery; thence S.02°-04'-56"W. 132.50 feet to the southwest corner of said Woodlawn Cemetery; thence S.88°-14'-00"E. 168.00 feet to the southeast corner of said Woodlawn Cemetery; thence N.02°-04'-56"E. 116.00 feet on the east line of said Woodlawn Cemetery to a point lying 16.50 feet South of the north line of said SE¼ of Section 22; thence S.88°-14'-00"E. 777.95 feet on a line parallel with and 16.50 feet South of said north line of the SE¼ of Section 22 to the Point of Beginning containing 53.91 Acres, more or less, with assumed bearings given for description purposes only.

I further certify that I have subdivided the same into 3 Lots as shown on the attached plat. Said subdivision is to be known as Capodice Subdivision, McLean County, Illinois.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof.

I further certify that the foregoing plat accompanying this certificate accurately represents the above described property as subdivided.

I further certify that a portion of Lot 3 lies within the Special Flood Hazard Area Zone AE as depicted hereon and identified by the Federal Emergency Management Agency as shown on Flood Insurance Rate Map Number 17113C0515E, dated July 16, 2008.

I further certify that said subdivision lies within 1½ miles of the corporate limits of the City of Bloomington.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main St.
Bloomington, IL 61701

01/08/2021
Date



Bradley K. Shaffer
Illinois Professional Land Surveyor No. 3488
License Expires 11/30/2022



TOWNSHIP HIGHWAY COMMISSIONER PLAT ACCESS CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Rodney Boester, Highway Commissioner of Bloomington Township of McLean County, Illinois, hereby certify that the Road Access is approved for the parcel as described and shown on the Final Plat of Capodice Subdivision, File No. _____.

Dated this 1st day of February, 2021.



Bloomington Township Highway Commissioner
McLean County, Illinois



CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: March 8, 2021

SPONSOR: Bloomington Public Library

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021, as it Relates to the Library Maintenance and Operating Budget, in the amount of \$1,453,584, as requested by the Bloomington Public Library.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

BACKGROUND: The existing Library building was built in 1976, designed for a population of 41,000. While the population has increased 87%, the space has only increased by 25% (with a small addition and renovation in 2006). The community usage and demand has outgrown the facility. Since 2000, the Library has invested time and money in a variety of planning projects to address the community need for a library expansion. In November, the Library Board and staff presented preliminary designs focused on reducing the estimated costs from previous proposals while also creating an inviting, engaging, future-friendly library that meets the community's needs.

Originally, the architectural services for the Library expansion were included in the fiscal year 2022 budget, but the design phase was able to begin sooner than anticipated. Consistent with standard City practice, the architectural services for the entire library expansion project (schematic designs, design developments, construction document development, assisting with the construction bid process, and the assisting with the construction process) will be reflected in the fiscal year in which the services begin but actual payments will take place over the life of the project. In this case, the architectural service expenses will be reflected in fiscal year 2021 but actual payments are anticipated to take place when the services are rendered, from 2021-2023.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: While this project was not reflected in the original FY 2021 Library Maintenance and Operating Budget, the Library has set aside funds for architectural services

and capital expenses in anticipation of a Library expansion. As of January 31, 2021, the Library Capital Fund Balance was \$3,528,235.02. A budget amendment is requested for Library Maintenance and Operating - Use of Fund Balance (23103100-40000) for \$1,453,584 and for an increase of \$1,453,584 in the Library Maintenance and Operating - Architectural & Engineering Services account (23103100-70051-11000).

See the attached exhibit for the Library Maintenance and Operating Budget Amendment approved by the Library Board on February 16, 2021.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeanne Hamilton, Library Director

Reviewed by:



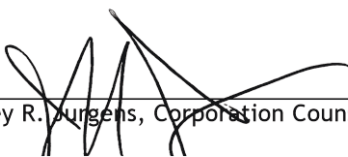
Jeanne Hamilton, Library Director

2/19/2021



Chris Tomertin, Budget Manager

2/21/2021



Jeffrey R. Jurgens, Corporation Counsel

3/2/2021



Tara Henry, Legislative Assistant

3/3/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- LIB 1B Ordinance Library Architectural & Engineering Services for Proposed Expansion
- LIB 1C Exhibit Library Architectural & Engineering Services for Proposed Expansion

ORDINANCE NO. 2021 - ____

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

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

WHEREAS, a Budget Amendment is needed as detailed below;

An Ordinance amending the Fiscal Year 2021 Budget, in the amount of \$1,453,584, for Architectural & Engineering Services for the Bloomington Public Library Expansion Project as requested by the Bloomington Public Library.

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

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

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

PASSED this 8th day of March 2021.

APPROVED this ____ day of March 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

FY 2021 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
23103100-40000	Library	Use of Fund Balance	\$ (1,453,584.00)	
23103100-70051-11000	Library	Architectural & Engineering Services	\$ 1,453,584.00	
Net Transaction:			\$ -	



CONSENT AGENDA ITEM NO. 8.H

FOR COUNCIL: March 8, 2021

SPONSOR: Public Works Department

WARD IMPACTED: Ward 1, Ward 2, Ward 8

SUBJECT: Consideration and action on an Ordinance Authorizing the City Manager to Approve Right-of-Way, Easements, and Related Agreements for the Hamilton Road Improvement Project and Fox Creek Bridge & Road Improvement Project, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 4d. Improved neighborhood infrastructure
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an Ordinance authorizing the City Manager to approve right-of-way, easements, and related agreements for the Hamilton Road Improvement Project and Fox Creek Bridge & Road Improvement Project. The purpose of the Ordinance is to allow City Manager approval so that individual action is not requested of the City Council for the numerous land acquisition activities involved with each project.

Hamilton Road Improvement Project

Twenty-six individual parcels have been identified to date in which the City needs to acquire right-of-way, permanent easements, and/or temporary easements to construct the proposed improvements. All land agreements or contracts shall be based on the appraised value or waiver valuations which shall be documented by Public Works and submitted in writing to the City Manager and subject to reimbursement by state or federal funds allocated for the project or otherwise contained within the City budget.

The limits of the Hamilton Road Improvement Project are west of Bunn Street to east of Morrissey Drive. This project will close the gap on Hamilton Road, from Bunn Street to Commerce Parkway, by constructing a new, five-lane arterial road and upgrading the existing section of road, from Commerce Parkway to Morrissey Drive, to current design standards. The new section of Hamilton Road, between Bunn Street and Commerce Parkway, will create an at-grade crossing, with the existing Norfolk Southern Railway. A new multi-use

trail will be constructed on the north side of Hamilton Road and a sidewalk will be constructed on the south side. New traffic signals will be installed at the Hamilton Road and Bunn Street intersection. The traffic signals at Hamilton Road and Morrissey Drive will be modified to accept an upgraded Hamilton Road. Rhodes Lane will connect to the new section of Hamilton Road at a “tee” intersection and a cul-de-sac will be constructed on the eastern portion of Rhodes Lane which will allow for the permanent closure of the Rhodes Lane and Morrissey Drive intersection. That intersection is on the Illinois Department of Transportation five percent list of most unsafe intersections.

The target bid opening for the Hamilton Road Improvement Project is January 2022. Roadway construction is expected to take multiple years to complete.

Fox Creek Bridge & Road Improvement Project

Eleven individual parcels have been identified as remaining for acquisition of right-of-way, permanent easements and/or temporary easements to construct the proposed improvements. All land agreements or contracts shall be based on the appraised value or waiver valuations which shall be documented by Public Works and submitted in writing to the City Manager and subject to reimbursement by state or federal funds allocated for the project or otherwise contained within the City budget.

The limits of Fox Creek Bridge & Road Improvement Project are west of Danbury Drive to east of Beich Road. This project will reconstruct Fox Creek Road from a two-lane rural section to a five-lane urban arterial with curb and gutter and storm sewers. The bridge crossing the Union Pacific Railroad will also be rebuilt from two lanes to five lanes with space for bicycles and pedestrians. A new multi-use trail will be constructed on the north side of Fox Creek Road and a sidewalk will be constructed on the south side of the road. New traffic signals will be installed at the Fox Creek Road intersections with Danbury Drive and Beich Road.

The target bid opening for the Fox Creek Bridge & Road Improvement Project is August 2021. Bridge and roadway construction is expected to take multiple years to complete.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds have been included in the FY 2021 Budget and FY 2022 Proposed Budget for land acquisition (right of way, easements, etc.). Public Works has included funds in the Motor Fuel Tax-Land account (20300300-72510). Stakeholders can locate this in the FY 2021 Budget book titled “Other Funds & Capital Improvement” on pages 8, 247, and 252-256.

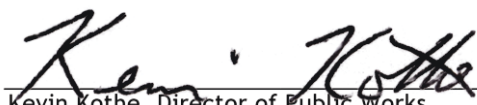
COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs; Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and

development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management; Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for Council consideration.

Prepared by: Craig Shonkwiler, City Engineer

Reviewed by:


Kevin Kothe, Director of Public Works

2/22/2021


Chris Tomertin, Budget Manager

2/23/2021


Jeffrey R. Jurgens, Corporation Counsel

3/2/2021


Tara Henry, Legislative Assistant

3/2/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 4B Ordinance_Land Acquisition Ordinance for Hamilton Road and Fox Creek Bridge & Road Projects 03082021
- PW 4C Prior Fox Creek Memo_Land Acquisition Ordinance for Hamilton Road and Fox Creek Bridge & Road Projects 03082021
- PW 4D Prior Hamilton Memo_Land Acquisition Ordinance for Hamilton Road and Fox Creek Bridge & Road Projects 03082021

ORDINANCE NO. 2021 - ____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO APPROVE RIGHT-OF-WAY, EASEMENTS, AND RELATED AGREEMENTS FOR THE HAMILTON ROAD IMPROVEMENT PROJECT AND FOX CREEK BRIDGE & ROAD IMPROVEMENT PROJECT

WHEREAS, the City of Bloomington is a home-rule municipality located in the County of McLean, State of Illinois; and

WHEREAS, the City of Bloomington intends to improve Hamilton Road from west of Bunn Street to east of Morrissey Drive (hereinafter “Hamilton Road Project”); and

WHEREAS, in order to complete the Hamilton Road Project, certain land acquisition is necessary in terms of acquiring right-of-way and temporary and permanent easements; and

WHEREAS, the City of Bloomington intends to improve Fox Creek Road from west of Danbury Drive to east of Beich Road (hereinafter “Fox Creek Bridge & Road Project”); and

WHEREAS, in order to complete the Hamilton Road Project and Fox Creek Bridge & Road Project, certain land acquisition is necessary in terms of acquiring right-of-way and temporary and permanent easements; and

WHEREAS, the City Council has determined it is in the best interests of the City to approve this Ordinance authorizing the City Manager to approve land agreements related to the Hamilton Road Project and Fox Creek Bridge & Road Project as set forth herein.

NOW, THEREFORE, BE IT ORDAINED 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 is authorized to approve agreements and contracts related to the Hamilton Road project for land acquisition and/or the settlement of land dispute issues, including but not limited to approving right-of-way agreements, temporary easements, and permanent easements. All land agreements or contracts shall be based on the appraised value or waiver valuations which shall be documented by Public Works and submitted in writing to the City Manager. All agreements must be subject to reimbursement by state or federal funds allocated for the project or otherwise contained within the City budget.

SECTION 3. The City Manager is authorized to approve agreements and contracts related to the Fox Creek Bridge & Road project for land acquisition and/or the settlement of land dispute issues, including but not limited to approving right-of-way agreements,

temporary easements, and permanent easements. All land agreements or contracts shall be based on the appraised value or waiver valuations which shall be documented by Public Works and submitted in writing to the City Manager. All agreements must be subject to reimbursement by state or federal funds allocated for the project or otherwise contained within the City budget.

SECTION 4. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance shall be effective upon its passage, approval and publication as required by law.

SECTION 8. This Ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 8th day of March 2021.

APPROVED this ____ day of March 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: September 24, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an MFT Resolution Appropriating FY 2019 Motor Fuel Tax (MFT) Funds to be used for the purchase of Right-Of-Way and Easements for the Fox Creek Road Project, in the amount of \$80,000, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The MFT Resolution Appropriating FY 2019 Motor Fuel Tax (MFT) Funds to be used for the purchase of Right-Of-Way and Easements for the Fox Creek Road Project, in the amount of \$80,000, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade the City infrastructure and facilities

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending approval of a Resolution that appropriates \$80,000 in FY 2019 state Motor Fuel Tax (MFT) funds to purchase right-of-way and easements for the Fox Creek Road Project. Once approved by the City and the Illinois Department of Transportation, the MFT Resolution will allow the City to use the state MFT funds. In order to complete this project, staff has been working on acquiring easements and/or rights-of-way for approximately 20 properties. Four of these have already been approved by the Council, and several more are on the September 24, 2018 agenda.

Project Need

The existing bridge at Fox Creek Road, built in 1981, is too narrow to accommodate the projected volume of vehicle traffic, and it does not safely accommodate pedestrians or bicyclists. Fox Creek Road is an important east-west collector roadway linking existing and emerging residential areas in the south and western areas of the City with the central section. It is one of only three routes that cross US-51/I-55/I-74. The Union Pacific Railroad that services both Amtrak passenger and freight cars is located underneath the bridge.

Project Design Schedule

The City of Bloomington began planning the reconstruction of the Fox Creek Bridge and the adjacent roads in 2014. In April 2017, the City filed a petition with the Illinois Commerce Commission (ICC), because, as of May 2016, Union Pacific (UP) has changed its design standards. The proposed 1 span bridge no longer conforms to UP standards. UP expected the City to build to their new standards, which would require the bridge to span 3 tracks and 2 access roads for their service vehicles. This petition is still outstanding, and has delayed the project. The judge has verbally ruled in the City's favor, but has yet to write the ruling. Staff expects that to be completed

within a month. Construction is scheduled to begin in 2019, and is expected to be completed in 2020. The ICC ruling will require completion by December 31, 2021.

Project Cost

The total projected cost of the project is about \$6.2 million, and 60 percent of qualified bridge replacement costs are eligible for reimbursement from the ICC's Grade Crossing Protection Funds (GCPF). The City will use Motor Fuel Tax to pay for the remaining 40 percent of the cost of the bridge and for the cost of the roadway leading to the bridge. The bridge that would comply with the 2016 Union Pacific design standards is estimated to cost an additional \$800,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This Resolution appropriates \$80,000 to be spent from the City's MFT –land account (20300300-72510) for this project. However, no funds are actually spent with this resolution. The Council will approve each easement or right-of-way expenditure separately. Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 243, 248, 253 & 254.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Luke Thoele, P.E., Civil Engineer II
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Resolution



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



Resolution Number Res. No. 2018-	Resolution Type Supplemental	Section Number 06-00337-00-BR
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BE IT RESOLVED, by the Council of the City of Bloomington Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

Governing Body Type Local Public Agency Type

Name of Local Public Agency

Contract or Day Labor

For Roadway/Street improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+ Fox Creek Road			Danbury	Beich

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+ Fox Creek Road				Union Pacific Railroad

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

the purchase of right-of-way and easements for the Fox Creek Road Bridge Replacement & Roadway Improvements.

2. That there is hereby appropriated the sum of Eighty thousand and 00/100

Dollars (\$80,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Cherry Lawson City City Clerk in and for said City

Name of Clerk Local Public Agency Type Local Public Agency Type

of Bloomington in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council of Bloomington at a meeting held on September 24, 2016

Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ Month, Year

(SEAL)

Clerk Signature

Approved

Regional Engineer
Department of Transportation

Date

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CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: June 24, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Resolution for Improvement Under the Illinois Highway Code and a Local Public Agency Agreement for Federal Participation for the land acquisition portion of Hamilton Road, Bunn to Commerce, in the amount of \$500,000, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Resolution for Improvement and Agreement be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 3. Grow the Local Economy
- Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

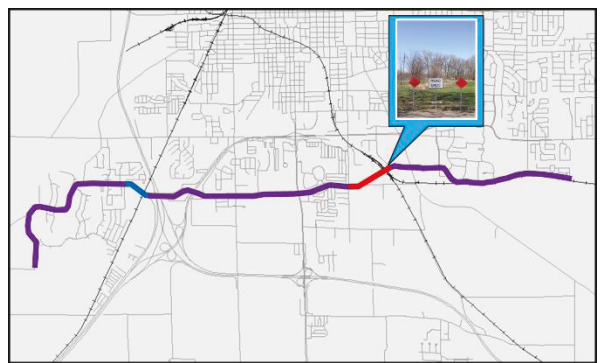
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 3e. Strong working relationship among the City, businesses, economic development organizations
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of a Resolution for Improvement Under the Illinois Highway Code and a Local Public Agency Agreement for Federal Participation for the land acquisition portion of Hamilton Road, Bunn to Commerce, in the amount of \$500,000. Federal Surface Transportation - Urban (STU) funds will be used to reimburse the City for 80% (\$400,000) of the cost of this land acquisition. Land acquisition, which includes right-of-way and easements, is generally considered one of the critical path items prior to moving to the construction phase. By providing the necessary funding for right-of-way, negotiations with the various landowners can begin while the engineering consultant and City staff continue to move forward with design and negotiation with Norfolk Southern Railway.

Hamilton Road, from Bunn Street to Commerce Parkway, is the remaining street segment needed to provide a continuous east-west transportation corridor south of Veterans Parkway (another remaining segment, Fox Creek from Danbury to Beich, is funded and in the design phase).

The completed project will:

- Complete an essential east-west arterial from Fox Creek Subdivision to 0.5 miles east of Hershey Road;



- Promote multi-modal transportation from residential and recreational areas to employment centers by connecting multi-use trails that run east and west in the area;
- Facilitate infill commercial and residential development as advocated in the Comprehensive Plan;
- Construct approximately 3,000 feet of new four-lane arterial road between Bunn Street and Commerce Parkway;
- Relocate existing Norfolk Southern Railway (NS) sidings;
- Close the dangerous intersection of Rhodes Lane and US 150 (Morrissey Drive); and
- Construct a new at-grade crossing with NS

On August 28, 2017 Council adopted Resolution 2017-30 to commit the City to fund 20 percent of the project once an Illinois Commerce Commission Order (which would approve the railroad plan) is passed. This Resolution was critical to show Norfolk Southern that the City is serious about this project. Discussions with Norfolk Southern have progressed since Council adopted the Resolution. The completion of Phase I design and commencement of Phase II should help these negotiations as well.

The Resolution committed to fund the required 20 percent local match in order to receive 80 percent federal funding for the design and construction of Hamilton Road from Bunn to Commerce. The City's 20 percent match will be funded through the State Motor Fuel Tax (MFT) Fund with the 80 percent federally funded with Surface Transportation - Urban (STU) funds. The original \$10.4 million budget for the project included costs for obtaining the necessary right-of-way (this budgeted amount does not include the approximate \$4 million to relocate the railroad siding storage tracks, funded separately).

On January 14, 2019, Council approved a Professional Services Agreement with Hanson Professional Services for Phase II design of the corridor, in the amount of \$557,292.

Additionally, on April 13, 2020, Council approved a support Resolution as part of the U.S. Department of Transportation's (USDOT) Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program. Staff submitted the grant on May 18, 2020. USDOT will announce award recipients by September 15, 2020.

More information about the project can be found at www.BUILDingBloomington.com.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is recommended due to the involvement of federal funds and the importance for the city to meet its deadlines. In addition, the city's share of funding has already been budgeted and is coming from State MFT funds, which are specifically dedicated to these types of projects.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Property owners adjacent to the project have been informed of the project in public meetings and contacted regarding appraisals of their properties if applicable. No negotiations have begun.

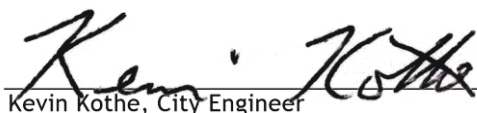
FINANCIAL IMPACT: If the Agreement and Resolution are approved, payments not to exceed \$500,000 will be made from the State Motor Fuel Tax Fund (MFT)-Land account (20300300-72510). The portion to be paid with Federal Surface Transportation - Urban (STU) funds will be used to reimburse the City 80% (\$400,000 if the full \$500,000 is expended) for the land acquisition. The Hamilton Road - Bunn to Commerce project is included in the FY 2021 Budget. Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 8, 167, 172, 175 and 176.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs; Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management; Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for Council consideration.

Prepared by: Steven Law, Civil Engineer II

Reviewed by:


Kevin Kothe, City Engineer

6/9/2020


Carla Murillo, Procurement Manager

6/15/2020


Chris Tomerlin, Budget Manager

6/16/2020


Jeffrey R. Jurgens, Corporation Counsel

6/16/2020


Tara Henry, Legislative Assistant

6/18/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 11B Resolution_Hamilton Bunn to Commerce ROW Resolution and Agreement 06222020
- PW 11C Agreement_Hamilton Bunn to Commerce ROW Resolution and Agreement 06222020



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



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

16-00360-00-PV

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
Hamilton Road	0.47	FAU 6371	Bunn Street	Morrissey Drive

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

Right-Of-Way acquisition for the Hamilton Road improvements.

2. That there is hereby appropriated the sum of Five-hundred thousand and 00/100 dollars

Dollars (\$500,000.00) for the improvement of

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

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

I, Leslie Yocum

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Bloomington

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

of Bloomington

at a meeting held on June 22, 2020

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day day of Month, Year

(SEAL)

Clerk Signature

Date

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Approved

Regional Engineer

Department of Transportation

Date

--	--



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	NA	MCRPC	B-03-09

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

Construction

Job Number	Project Number

Engineering

Job Number	Project Number

Right of Way

Job Number	Project Number
R-95-002-18	8MDZ(002)

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

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Hamilton RD	FAU 6371	0.47 mi	02.37	02.84

Location Termini

Hamilton Road from 0.1 mile east of Bunn Street to Commerce Parkway

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Bloomington	NA	Remove

PROJECT DESCRIPTION

New 5 lane construction and realignment of Hamilton Road.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

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

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

Check One

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

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

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

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

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

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

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

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

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

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

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

ADDENDA

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

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

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Tari Renner

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's Tin number is
376001563 conducting business as a Governmental Entity.

Duns Number 060864170

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

By:

Director of Planning & Programming

Date

Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

Joanne Woodworth, Acting Chief Fiscal Officer

Date

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

ADDENDA NUMBER 2

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
				R-95-002-18	8MDZ(002)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
- Right-Of-Way	STU	\$400,000.00	80%				Local Match	\$100,000.00	20%	\$500,000.00
-										
-										
-										
-										
-										
-										
-										
-										
-										
-										
Total		\$400,000.00		Total			Total		\$100,000.00	\$500,000.00

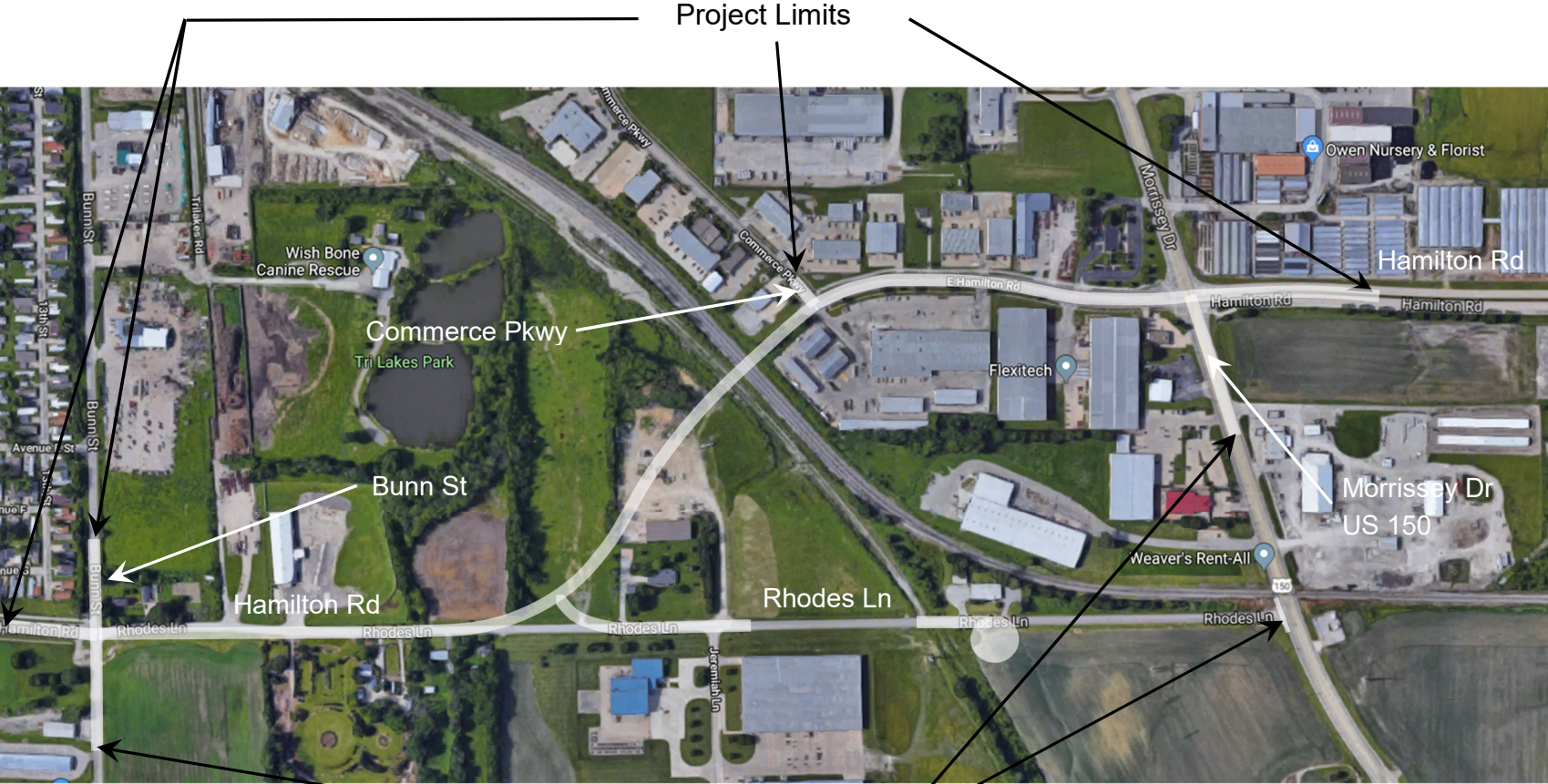
Add

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

--

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

Addenda Number 1



Project Limits

Location Map



CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: March 8, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Approving Farm Lease Extensions on Two City of Bloomington Farms Commonly Known As Parker Bottom and Farm #8425, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City of Bloomington owns three properties that are eligible to be leased for farming purposes. Two of the properties are located in McLean County with the third property located in Woodford County.

At the February 8, 2016, Council Meeting, the Council voted to convert all City farm leases to Cash Rent Leases. Two of the three farms' leases are set to expire on February 28, 2021. Action related to the third property is not required at this time as it is still under contract as a prairie life preserve under a federal grant with a 50-year term.

Each crop season runs from March 1st to February 28th. The lease terms proposed are for one season. Under the model approved by Council in 2016, each year the City considers current market, per acre rates in negotiating annual crop season leases. The City also reserves the right to put the properties out to bid annually should it decide.

For the 2021 crop season, staff recommends that the proposed Cash Rent leases be executed under existing terms for one additional year. Rental rates are based off averages provided by the National Agricultural Statistical Service, USDA, and consider each property's specific crop yield. 2020 farm statistics resulted in a small decrease in crop production from 2019. With that in mind, it is in the best interest of the City to move forward under existing terms.

The proposed one-year extensions, if approved, would be the fourth extension granted for Farm #8827 and the first extension for Farm #8425. Both tenant farmers have already agreed to continue under existing terms and, if approved, these lease extensions would allow the farms to be farmed for the 2021 crop season only.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The Parks portion of this revenue of \$18,503.60 is receipted under the Park Dedication-Property Owner Contributions account (24104100-57320). The Water portion of \$4,828.11 is receipted under Water Administration-Other Miscellaneous Revenue account (50100110-57990). Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 39 for Park Dedication and 116 for Water Administration.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Josh Austin, Contract Administrator

Reviewed by:



Leslie Yocum, City Clerk

3/4/2021



Chris Tomertlin, Budget Manager

3/4/2021



Jeffrey R. Jurgens, Corporation Counsel

3/4/2021



Tara Henry, Legislative Assistant

3/4/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 2B Ordinance
- CLK 2C FY 21 Farm Lease 8827 Parker Bottom
- CLK 2D FY 21 Farm Lease 8425

ORDINANCE NO. 2021 - __

**AN ORDINANCE APPROVING FARM LEASE EXTENSIONS ON TWO CITY OF
BLOOMINGTON FARMS COMMONLY KNOWN AS PARKER BOTTOM AND FARM #8425**

**BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF BLOOMINGTON, ILLINOIS:**

SECTION 1. That the Illinois Fixed Cash Farm Lease (Short Form One Year) between the City of Bloomington and Paul and Karen Kieser for the farm commonly known as the Parker Bottom farm and attached hereto; and the Illinois Fixed Cash Farm Lease (Short Form One Year) between the City of Bloomington and Dan and Brian Kelly for the farm commonly known as Farm #8425 and attached hereto, are hereby approved and the City Manager and City Clerk are authorized to execute said Farm Lease Extensions.

SECTION 2. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 3. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 4. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 5. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 8th day of March 2021.

APPROVED this ____ day of March 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

Illinois Fixed Cash Farm Lease (Short Form for One Year)

To use this lease form: Complete two identical copies – one for the Lessor (Landowner) and one for the Lessee (Tenant). Cross out or delete any provisions that are not to become a part of the contract and add any additional provisions that are desired. This lease form is available on the farmdoc website at www.farmdoc.illinois.edu/legal/CashLeaseShortFormDLU14-1201.pdf and www.farmdoc.illinois.edu/legal/CashLeaseShortFormDLU14-1201.doc. A discussion of this form can be found On-Line at <http://farmdocdaily.illinois.edu/2014/11/discussion-of-fixed-cash-lease.html>. Additional leasing information can be found in the Management Section of the farmdoc Website (<http://www.farmdoc.illinois.edu/manage/>). Note: A lease creates and alters legal rights; thus, Landowners and Tenants should strongly consider discussing lease provisions with their respective legal advisors.

Date and names of parties. This lease, bearing the date of October 8, 2015, is between:

Lessor(s) (Insert Landowner's exact name): City of Bloomington,

whose mailing address is 109 East Olive Street, Bloomington, Illinois 61701,

and

Lessee(s) (Insert Tenant's exact name): Paul and Karen Kieser,

whose mailing address is [REDACTED],

and whose Social Security Number or Employer Identification Number (if Tenant is an entity other than an individual) is _____.

The parties to this lease agree to the following lease for the land and length of tenure described in Section 1.

SECTION 1. DESCRIPTION OF RENTED LAND AND LENGTH OF TENURE

A. Description of Land. The Landowner (Lessor) rents and leases to the Tenant (Lessee), to occupy and to use for agricultural purposes only, the

following real estate located in the County of McLean and the State of Illinois, and described as follows: _____

Dale Twp. Sections 13, 14, 23, and 24

commonly known as the Parker Bottom farm and consisting of approximately 66.8 acres, together with all

buildings and improvements thereon belonging to the Lessor, except _____.

B. Length of tenure. The term of this lease shall be for the 2016 Crop Year, specifically from March 1, 2016, to February 28 2017. Lessee shall surrender possession at the end of this term or of any extension.* Extensions must be in writing and attached to, and refer to, this lease.

SECTION 2. FIXED CASH RENT

Fixed Cash Rent. Tenant agrees to pay Landowner an annual fixed cash rent in the following amount: \$ 18,503.60 (\$277 per acre)

Cash Rent Installments. The cash rent shall be paid each year in the following amounts on the following dates (identify whether the amount is in Dollars (\$) or a percent (%) of the total):

\$9251.80 on 3-1-16; \$9251.80 on 11-1-16; _____ on _____.

SECTION 3. INVESTMENT AND EXPENSES OF LESSOR-OWNER AND LESSEE-TENANT

A. The Lessor-Owner agrees to pay

- (1) Real Estate Taxes on the land and improvements and
- (2) Reasonable costs of soil tests used to monitor the fertility and pH levels of the farmland.

B. The Lessee-Tenant agrees to furnish (1) All the machinery, equipment, labor, fuel, and power necessary to farm the premises, and

- (2) All other annual inputs to the farming operation, including seed, pest and disease treatments, and fertilizers and limestone.

Farmdoc Form: CL-LF 14-1201. Form edited by D. L. Uchtman, Prof. Emeritus of Agricultural Law, and Gary Schnitkey, Prof. of Farm Management. The editors express appreciation to other colleagues at the University of Illinois and members of the Agricultural Law Section Council of the Illinois State Bar Association for their assistance with this form.

SECTION 4. LESSEE-TENANT'S DUTIES IN OPERATING FARM

A. The Lessee-Tenant agrees:

1. To cultivate the farm in a timely, thorough, and businesslike manner, including (a) Preventing, so far as reasonably possible, noxious weeds (defined by Illinois) and other weeds from going to seed and (b) Preventing unnecessary waste, loss, or damage.
2. To maintain the soil pH at 6.0 or higher (not to exceed a pH of 6.8) and to maintain soil fertility levels. Lessee-Tenant will apply limestone as appropriate to maintain this minimum pH level and will apply N, P, and K fertilizers at rates that, at a minimum, will replace the net N, P, and K expected to be used by the crops to be grown. (See Section 5, Clause A, for provisions regarding reimbursement of Lessee-Tenant for limestone.)
3. To implement soil erosion control practices and other conservation measures as may be necessary to comply with any soil loss standards mandated by the local, state and federal agencies and other conservation compliance requirements of federal farm programs.
4. Insurance: For the term of the lease, Lessee-Tenant shall maintain insurance with a carrier acceptable to the Lessor-Owner, insuring Lessee-Tenant while performing on the premises hereunder for the following types and in stated minimum amounts:

Liability Insurance: \$ 1,000,000 per person/\$ 1,000,000 per occurrence

Property Damage: \$ 1,000,000 per occurrence

Workers Compensation: Full Statutory Limits, if applicable

5. To fulfill all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.

B. The Lessee-Tenant further agrees, unless written consent of the Lessor-Owner is obtained:

1. Not to Assign this lease to any person or sublet any part of the premises herein leased nor to Permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, and
2. Not to burn or bury any materials on the farm nor store or dispose of chemicals or empty chemical containers on the property nor enter into any contract, or other business arrangement that alters rights in the Lessor-Owner's security interest, right of entry, default or possession.

C. Other Duties: _____

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES

- A. Owner Reimbursement to Tenant for Limestone.** At the end of this lease term, if the Lessee-Tenant does not remain in possession of the farmland under a new lease or extension, Owner agrees to reimburse the Lessee-Tenant for Lessee-Tenant's "remaining cost" for each application of limestone within the past 4 lease years, this year included. The Lessee-Tenant's "remaining cost" for each application shall be calculated by depreciating the Lessee-Tenant's net cost of each application at the rate of 25 % for each growing season that followed the application. After 4 growing seasons, there is no "remaining cost" to be reimbursed.
- B. Failure to Make Lease Payment.** Failure to make a lease payment by a due date described in Appendix A, or failure to make a payment required by a previous lease between the parties, is a "substantial breach" of this lease (See Section 6.A – Termination and Default).
- C. Data.** Lessee-Tenant shall provide to Lessor-Owner annually (1) All crop production data from this farm, including records substantiating this production, and (2) The product name, amount, date of application and location of application of all pesticides and fertilizers used on the farm. Invoices/Receipts must be specific to the farm unit identified in this lease.
- D. Hunting.** Lessor retains/ the hunting rights to the leased premises (Strike Out if Tennant is to have the hunting rights).
- E. Other Management Provisions:** _____

SECTION 6. DEFAULT, POSSESSION, ATTORNEY FEES, OTHER MATTERS

- A. **Termination upon default.** If either party fails to carry out substantially the terms of this lease, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of 3 days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause B of this section, the reimbursement agreements of Section 5, and any amendments to this lease.
- B. **Yielding possession.** The Lessee-Tenant agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor-Owner without further demand or notice, in as good order and condition as when they were entered upon by the Lessee-Tenant, loss by fire, flood, or tornado, and ordinary wear excepted. If the Lessee-Tenant fails to yield possession, the Lessee-Tenant shall pay to the Lessor-Owner a penalty of \$ 100.00 per day for each day he/she remains in possession thereafter, in addition to any damages caused by the Lessee-Tenant to the Lessor-Owner's land or improvements. These payments shall not entitle the Lessee-Tenant to any interest of any kind in or on the premises.
- C. **Attorney Fees.** All costs and attorney fees of the Lessor-Owner in enforcing collection or performance shall be added to the obligations payable by the Lessee-Tenant.
- D. **Lessor-Owner's right of entry.** The Lessor-Owner reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, work or make repairs or improvements thereon, hunt or shoot firearms, take soil tests, develop mineral resources, and, if the lease term has not been extended and following severance of crops, to conduct fall tillage, make seedings, glean corn, apply fertilizers, and perform any other operation necessary to good farming by the succeeding Lessee-Tenant.
- E. **Lessor-Owner liability.** The Lessee-Tenant acknowledges the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on improvements.

SECTION 7. ADDITIONAL LEASE PROVISIONS

Signatures of parties to lease:

Landowner
City of Houston

Landowner
By _____ Agent

Tenant

Tenant

Attest

City Clerk

2/11/16
10-28-15

Date

10-8-15

Date

10-8-15

Date

Amendments and Extensions to the Lease

(To be completed manually/cannot be completed on-line)

Amendments, alterations, and extensions to this lease may be made in writing in the space below at any time by mutual agreement. The written amendments should be noted on both the Landlord's and Tenant's copies of the lease (complete and sign two identical copies). If the parties fail to agree on a proposed alteration, the existing provisions of the lease shall control operations.

A. Improvements made by the Tenant at the Tenant's own expense. When the Lessor and Tenant agree that the Tenant may make all or part of an improvement (such as buildings, additions to buildings, major repairs, fences, tiling, grain storage, bathrooms, etc.) to the farm at the Tenant's own expense and that the Tenant is to be reimbursed for any costs remaining at the end of the lease or any extensions of the lease, the necessary information shall be recorded in one of the following blanks and, after being duly signed by both parties, it shall become a part of the lease above, and any extensions of the lease, and obligate the Lessor and his or her heirs and assigns to make such reimbursement. Such improvements become the Lessor's property upon completion of the form below. The Lessor thereby assumes the responsibility for property taxes, insurance coverage, and risk of loss. Note: Permanent improvements made by a tenant with an understanding that the owner will reimburse the Tenant if the Tenant leaves the property before the improvement has been fully depreciated is a complicating feature in a lease; both parties should strongly consider discussing such an arrangement with his or her respective attorney before agreeing to such an arrangement.

Description & location of improvement	Tenant's net cost	Annual rate of depreciation (%)	Date depreciation begins	Signatures and Date Signed
1.				Lessor:
				Tenant:
2.				Lessor:
				Tenant:
3.				Lessor:
				Tenant:

B. Other amendments: To be dated, signed and attached to both Landowner's and Tenant's copies of lease (legal counsel may be helpful).

C. Lease Extensions (you can affirm the original Cash Rent, or modify the Cash Rent, in each 1 Year Extension)

Lease Extension # 1	Lease Extension # 2	Lease Extension # 3
This lease, originally dated <u>Oct. 20, 2015</u> , shall be extended ... From <u>March 1, 2017</u> To <u>February 28, 2018</u> At an annual cash rent of \$ <u>18503.60</u> Signed (insert date): <u>3-1, 2017</u> Lessor Tenant	This lease, originally dated <u>Oct. 20, 2015</u> , shall be extended ... From <u>March 1, 2018</u> To <u>February 28, 2019</u> At an annual cash rent of \$ <u>18,503.60</u> Signed (insert date): <u>Mar 9, 2018</u> Lessor Tenant	This lease, originally dated <u>Oct 20 2015</u> , shall be extended ... From <u>March 1, 2019</u> To <u>February 28, 2020</u> At an annual cash rent of \$ <u>18,503.60</u> Signed <u>3-20</u> , 20__ Lessor Tenant

Lease Extension # 4	Lease Extension # 5	Lease Extension # 6
This lease, originally dated <u>Oct 20, 2015</u> , shall be extended ... From <u>March 1, 2020</u> To <u>February 28, 2021</u> At an annual cash rent of \$ <u>18,503.60</u> Signed (insert date): <u>11/22, 2019</u> Lessor Tenant	This lease, originally dated <u>Oct 20, 2015</u> , shall be extended ... From <u>March 1, 2021</u> To <u>February 28, 2022</u> At an annual cash rent of \$ <u>18,503.60</u> Signed (insert date): ____, 2021 Lessor Tenant	This lease, originally dated ____, 20__, shall be extended ... From ____, 20__ To ____, 20__ At an annual cash rent of \$ ____ Signed: ____, 20__ Lessor Tenant

Illinois Fixed Cash Farm Lease (Short Form for One Year)

To use this lease form: Complete two identical copies – one for the Lessor (Landowner) and one for the Lessee (Tenant). Cross out or delete any provisions that are not to become a part of the contract and add any additional provisions that are desired. This lease form is available on the farmdoc website at www.farmdoc.illinois.edu/legal/CashLeaseShortFormDLU14-1201.pdf and www.farmdoc.illinois.edu/legal/CashLeaseShortFormDLU14-1201.doc. A discussion of this form can be found On-Line at <http://farmdocdaily.illinois.edu/2014/11/discussion-of-fixed-cash-lease.html>. Additional leasing information can be found in the Management Section of the farmdoc Website (<http://www.farmdoc.illinois.edu/manage/>). Note: A lease creates and alters legal rights; thus, Landowners and Tenants should strongly consider discussing lease provisions with their respective legal advisors.

Date and names of parties. This lease, bearing the date of March 25, 2019, is between:

Lessor(s) (Insert Landowner's exact name): City of Bloomington,

whose mailing address is 109 East Olive Street, Bloomington, Illinois 61701,

and

Lessee(s) (Insert Tenant's exact name): Dan and Brian Kelley,

whose mailing address is [REDACTED],

and whose Social Security Number or Employer Identification Number (if Tenant is an entity other than an individual) is _____.

The parties to this lease agree to the following lease for the land and length of tenure described in Section 1.

SECTION 1. DESCRIPTION OF RENTED LAND AND LENGTH OF TENURE

A. Description of Land. The Landowner (Lessor) rents and leases to the Tenant (Lessee), to occupy and to use for agricultural purposes only, the

following real estate located in the County of McLean and the State of Illinois, and described as follows: _____

PT SW - BEG 923.31' N SW COR, NE2729.37' NW66.86', SW183.50', SW2107.1' S851.56', TO POB
or Farm #8425

commonly known as the _____ farm and consisting of approximately 17.43 acres, together with all

buildings and improvements thereon belonging to the Lessor, except _____.

B. Length of tenure. The term of this lease shall be for the 2019 Crop Year, specifically from March 26, 2019, to February 28, 2020. Lessee shall surrender possession at the end of this term or of any extension. Extensions must be in writing and attached to, and refer to, this lease.

SECTION 2. FIXED CASH RENT

Fixed Cash Rent. Tenant agrees to pay Landowner an annual fixed cash rent in the following amount: \$ 4828.11 (\$277 per acre)

Cash Rent Installments. The cash rent shall be paid each year in the following amounts on the following dates (identify whether the amount is in Dollars (\$) or a percent (%) of the total):

\$2414.05 on 4/1/2019; \$2414.06 on 11/1/2019; _____ on _____;

SECTION 3. INVESTMENT AND EXPENSES OF LESSOR-OWNER AND LESSEE-TENANT

A. The Lessor-Owner agrees to pay

(1) Real Estate Taxes on the land and improvements and

(2) Reasonable costs of soil tests used to monitor the fertility and pH levels of the farmland.

B. The Lessee-Tenant agrees to furnish (1) All the machinery, equipment, labor, fuel, and power necessary to farm the premises, and

(2) All other annual inputs to the farming operation, including seed, pest and disease treatments, and fertilizers and limestone.

Farmdoc Form: CL-LF 14-1201. Form edited by D. L. Uchtmann, Prof. Emeritus of Agricultural Law, and Gary Schmitkey, Prof. of Farm Management. The editors express appreciation to other colleagues at the University of Illinois and members of the Agricultural Law Section Council of the Illinois State Bar Association for their assistance with this form.

SECTION 4. LESSEE-TENANT'S DUTIES IN OPERATING FARM

A. The Lessee-Tenant agrees:

1. To cultivate the farm in a timely, thorough, and businesslike manner, including (a) Preventing, so far as reasonably possible, noxious weeds (defined by Illinois) and other weeds from going to seed and (b) Preventing unnecessary waste, loss, or damage.
2. To maintain the soil pH at 6.0 or higher (not to exceed a pH of 6.8) and to maintain soil fertility levels. Lessee-Tenant will apply limestone as appropriate to maintain this minimum pH level and will apply N, P, and K fertilizers at rates that, at a minimum, will replace the net N, P, and K expected to be used by the crops to be grown. (See Section 5, Clause A, for provisions regarding reimbursement of Lessee-Tenant for limestone.)
3. To implement soil erosion control practices and other conservation measures as may be necessary to comply with any soil loss standards mandated by the local, state and federal agencies and other conservation compliance requirements of federal farm programs.
4. Insurance: For the term of the lease, Lessee-Tenant shall maintain insurance with a carrier acceptable to the Lessor-Owner, insuring Lessee-Tenant while performing on the premises hereunder for the following types and in stated minimum amounts:

Liability Insurance: \$ 1,000,000 per person/\$ 1,000,000 per occurrence

Property Damage: \$ 1,000,000 per occurrence

Workers Compensation: Full Statutory Limits, if applicable

5. To fulfill all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.

B. The Lessee-Tenant further agrees, unless written consent of the Lessor-Owner is obtained:

1. Not to Assign this lease to any person or sublet any part of the premises herein leased nor to Permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, and
2. Not to burn or bury any materials on the farm nor store or dispose of chemicals or empty chemical containers on the property nor enter into any contract, or other business arrangement that alters rights in the Lessor-Owner's security interest, right of entry, default or possession.

C. Other Duties: _____

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES

- A. Owner Reimbursement to Tenant for Limestone.** At the end of this lease term, if the Lessee-Tenant does not remain in possession of the farmland under a new lease or extension, Owner agrees to reimburse the Lessee-Tenant for Lessee-Tenant's "remaining cost" for each application of limestone within the past _____ lease years, this year included. The Lessee-Tenant's "remaining cost" for each application shall be calculated by depreciating the Lessee-Tenant's net cost of each application at the rate of ____% for each growing season that followed the application. After _____ growing seasons, there is no "remaining cost" to be reimbursed.
- B. Failure to Make Lease Payment.** Failure to make a lease payment by a due date described in Appendix A, or failure to make a payment required by a previous lease between the parties, is a "substantial breach" of this lease (See Section 6.A – Termination and Default).
- C. Data.** Lessee-Tenant shall provide to Lessor-Owner annually (1) All crop production data from this farm, including records substantiating this production, and (2) The product name, amount, date of application and location of application of all pesticides and fertilizers used on the farm. Invoices/Receipts must be specific to the farm unit identified in this lease.
- D. Hunting.** Lessor retains/ the hunting rights to the leased premises (Strike Out if Tennant is to have the hunting rights).
- E. Other Management Provisions:** _____
- _____

SECTION 6. DEFAULT, POSSESSION, ATTORNEY FEES, OTHER MATTERS

- A. **Termination upon default.** If either party fails to carry out substantially the terms of this lease, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of 3 days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause B of this section, the reimbursement agreements of Section 5, and any amendments to this lease.
- B. **Yielding possession.** The Lessee-Tenant agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor-Owner without further demand or notice, in as good order and condition as when they were entered upon by the Lessee-Tenant, loss by fire, flood, or tornado, and ordinary wear excepted. If the Lessee-Tenant fails to yield possession, the Lessee-Tenant shall pay to the Lessor-Owner a penalty of \$_____ per day for each day he/she remains in possession thereafter, in addition to any damages caused by the Lessee-Tenant to the Lessor-Owner's land or improvements. These payments shall not entitle the Lessee-Tenant to any interest of any kind in or on the premises.
- C. **Attorney Fees.** All costs and attorney fees of the Lessor-Owner in enforcing collection or performance shall be added to the obligations payable by the Lessee-Tenant.
- D. **Lessor-Owner's right of entry.** The Lessor-Owner reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, work or make repairs or improvements thereon, hunt or shoot firearms, take soil tests, develop mineral resources, and, if the lease term has not been extended and following severance of crops, to conduct fall tillage, make seedings, glean corn, apply fertilizers, and perform any other operation necessary to good farming by the succeeding Lessee-Tenant.
- E. **Lessor-Owner liability.** The Lessee-Tenant acknowledges the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on improvements.

SECTION 7. ADDITIONAL LEASE PROVISIONS

Signatures of parties to lease:

Landowner

$$V_{11}/10$$

Date _____

Landowner

Date _____

By _____ Agent _____

Date _____

Tenant

4/15/19

Date _____

Tenant

4/15/19

Date _____

Amendments and Extensions to the Lease

(To be completed manually/cannot be completed on-line)

Amendments, alterations, and extensions to this lease may be made in writing in the space below at any time by mutual agreement. The written amendments should be noted on both the Landlord's and Tenant's copies of the lease (complete and sign two identical copies). If the parties fail to agree on a proposed alteration, the existing provisions of the lease shall control operations.

A. Improvements made by the Tenant at the Tenant's own expense. When the Lessor and Tenant agree that the Tenant may make all or part of an improvement (such as buildings, additions to buildings, major repairs, fences, tiling, grain storage, bathrooms, etc.) to the farm at the Tenant's own expense and that the Tenant is to be reimbursed for any costs remaining at the end of the lease or any extensions of the lease, the necessary information shall be recorded in one of the following blanks and, after being duly signed by both parties, it shall become a part of the lease above, and any extensions of the lease, and obligate the Lessor and his or her heirs and assigns to make such reimbursement. Such improvements become the Lessor's property upon completion of the form below. The Lessor thereby assumes the responsibility for property taxes, insurance coverage, and risk of loss.
Note: Permanent improvements made by a tenant with an understanding that the owner will reimburse the Tenant if the Tenant leaves the property before the improvement has been fully depreciated is a complicating feature in a lease; both parties should strongly consider discussing such an arrangement with his or her respective attorney before agreeing to such an arrangement.

Description & location of improvement	Tenant's net cost	Annual rate of depreciation (%)	Date depreciation begins	Signatures and Date Signed
1.				Lessor:
				Tenant:
2.				Lessor:
				Tenant:
3.				Lessor:
				Tenant:

B. Other amendments: To be dated, signed and attached to both Landowner's and Tenant's copies of lease (legal counsel may be helpful).

C. Lease Extensions (you can affirm the original Cash Rent, or modify the Cash Rent, in each 1 Year Extension)

Lease Extension # 1 This lease, originally dated <u>March 25, 2019</u>, shall be extended ... From <u>March 1, 2020</u> To <u>February 28, 2021</u> At an annual cash rent of \$ <u>4,828.11</u> Signed (insert date): <u>11/20, 2019</u> _____ Lessor _____ Tenant	Lease Extension # 2 This lease, originally dated <u>March 25, 2019</u>, shall be extended ... From <u>March 1, 2021</u> To <u>February 28, 2022</u> At an annual cash rent of \$ <u>4,828.11</u> Signed (insert date): _____, 20 <u>21</u> _____ Lessor _____ Tenant	Lease Extension # 3 This lease, originally dated _____, 20____, shall be extended ... From _____, 20____ To _____, 20____ At an annual cash rent of \$ _____ Signed: _____, 20____ _____ Lessor _____ Tenant
Lease Extension # 4 This lease, originally dated _____, 20____, shall be extended ... From _____, 20____ To _____, 20____ At an annual cash rent of \$ _____ Signed (insert date): _____, 20____ _____ Lessor _____ Tenant	Lease Extension # 5 This lease, originally dated _____, 20____, shall be extended ... From _____, 20____ To _____, 20____ At an annual cash rent of \$ _____ Signed (insert date): _____, 20____ _____ Lessor _____ Tenant	Lease Extension # 6 This lease, originally dated _____, 20____, shall be extended ... From _____, 20____ To _____, 20____ At an annual cash rent of \$ _____ Signed: _____, 20____ _____ Lessor _____ Tenant

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 9.A

FOR COUNCIL: March 8, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the Utility Billing Conversion and resident engagement/interface platform, Invoice Cloud, as requested by the Finance Department.

RECOMMENDED MOTION:

None; presentation only.

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

BACKGROUND: The City has been working on a conversion from its legacy Utility Billing system to the current Enterprise Resource Planning (ERP) system, Tyler Munis, for nearly 3 years. In conjunction with that conversion will be the deployment of the customer payment portal platform, Invoice Cloud. Invoice Cloud is a solution that will work in conjunction with the City's financial system; providing convenience and modernization to the way residents receive information about and pay for City services (mobile, web, IVR, Kiosk etc.). The go-live period for this conversion is currently planned to begin on March 12th, 2021.

Given there are over 30,000 utility accounts, there is a tremendous amount of data that will need to be converted. To facilitate this, it will be necessary to suspend transactions / activity while data is migrated to the new system. Therefore, beginning March 12th at 4:30PM - through March 22nd (Down Time) - All payment and billing activity will be suspended.

Key Notes:

- Mail-in payers who have a bill due during the Down Time, and who normally mail in their bill, should continue to do so during this time. These payers will simply receive a new-formatted bill post-conversion.
- Auto-payers (credit card or direct debit) who have a recurring payment set up via credit card or direct debit, whose payment is scheduled to process during the Down Time: this payment will not be processed. These payers will need to process a one-time payment and reset their payment options in the City's new platform, Invoice Cloud.
- E-bill delivery: Payers who are set up for electronic bill delivery will need to reset their selection in Invoice Cloud.

Further information, including instructions on the use of the new payment portal, can be found on the Finance page of the City's website.

To accommodate the delay in billing and payment activity, no penalties will be assessed from March 12th through April 30th.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

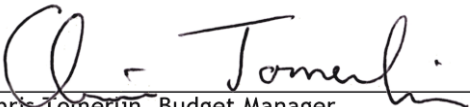
FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:


Chris Tomerlin, Budget Manager

2/24/2021

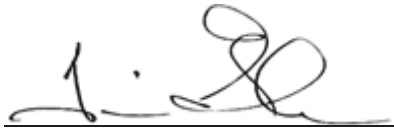

Jeffrey R. Jurgens, Corporation Counsel

3/2/2021


Lara Henry, Legislative Assistant

3/2/2021

Recommended by:



Tim Gleason, City Manager



REGULAR AGENDA ITEM NO. 9.B

FOR COUNCIL: March 8, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation and discussion of FY 2022 and FY 2023 Resurfacing Projects, as requested by the Public Works Department.

RECOMMENDED MOTION:

None; presentation only.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 4d. Improved neighborhood infrastructure
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works will provide a presentation to discuss upcoming FY 2022 and FY 2023 resurfacing projects. The presentation and additional materials will be made available at the meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

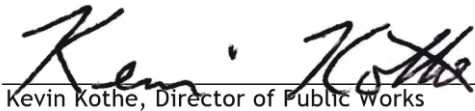
FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs; Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management.

Respectfully submitted for Council consideration.

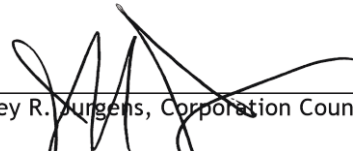
Prepared by: Michael Hill, Management Analyst

Reviewed by:



Kevin Kothe, Director of Public Works

3/3/2021



Jeffrey R. Jurgens, Corporation Counsel

3/3/2021



Tara Henry, Legislative Assistant

3/3/2021

Recommended by:



Tim Gleason, City Manager



REGULAR AGENDA ITEM NO. 9.C

FOR COUNCIL: March 8, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Establishing the Streets to be Resurfaced in Fiscal Years 2022 and 2023, Authorization of Waiving the Technical Bidding Requirements, and Authorizing City Staff to Negotiate a Contract with Rowe Construction - A Division of United Contractors Midwest for the FY 2022 General Street Resurfacing Program, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Resolution be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 4d. Improved neighborhood infrastructure
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of a Resolution establishing the streets to be resurfaced in Fiscal Years 2022 and 2023, waiving the technical bidding requirements, and authorizing City staff to negotiate a contract with Rowe Construction - A Division of United Contractors Midwest (UCM) for the FY 2022 General Street Resurfacing Program. UCM is the company in McLean County capable of performing all the operations required for Bloomington street resurfacing. UCM was the sole bidder on this annual contract from 2012 to 2019.

UCM was created in 2001 through a merger of asphalt companies from the Bloomington, Peoria, and Springfield areas. Those companies included Rowe Construction (Bloomington) and Freesen (Springfield), which are two companies that were previously candidates who competitively bid on the Bloomington contract. Since then, UCM has been awarded the primary resurfacing contract every year, and it has been rare for other companies to bid the project. Rowe Construction meets the local preference qualifications.

UCM performs quality work, and the company can perform the required work for this large asphalt project in the City of Bloomington. City staff believes that it may achieve a better end product through utilizing the bid waiver process and direct negotiations with UCM. One advantage of direct negotiations is that the City and the company may discuss and clarify

portions of the proposed contract. With competitive bidding, a contractor who is unclear about a certain aspect of the contract must make assumptions, which may result in higher bids, based on those assumptions, as a safeguard. Also, since UCM has such a depth of experience and knowledge about resurfacing, there will be an opportunity for them to make suggestions on how the work could be accomplished more efficiently. In the past, the City waived the bidding process for major street resurfacing, with UCM, in 2009, 2011, and 2020. This was deemed a success by staff in past instances.

Public Works has staff who perform minor maintenance to streets and alleys, including pothole repair and minor patches. Major street and alley work is handled by contractors working for the City. Each year, the City hires contractors to resurface streets and alleys. Resurfacing a street may include milling off the existing surface, spot repairs, and adjusting manholes and other utilities in the street. Many streets will receive two layers of new hot mix asphalt. Typically, this will include a binder layer and a surface layer.

Information about the City of Bloomington streets is maintained in a Geographic Information System by the Engineering Division of the Public Works Department. The condition rating, along with other information, is used to help determine which streets will be resurfaced each year. The streets identified for fiscal year 2022 in the attached map will be the first priority with additional streets selected from fiscal year 2023 if funding allows. The streets shown to be resurfaced in fiscal year 2023 are subject to adjustment due to funding, weather, and traffic load factors that can change in a year from now. More information about streets and other roadwork in Bloomington can be found at bloomingtonstreets.com.

The final amount of the negotiated contract will in an amount not to exceed \$5 million and is contingent upon Council approval of the FY 2022 budget. Staff plans to bring the negotiated contract for Council approval in April.

The projected FY 2022 budget for the Asphalt and Concrete Capital Improvement fund is shown below.

<u>Program</u>	<u>Budget</u>
Multi-Year Street and Alley Resurface Program	\$5,800,000
General Resurfacing	\$5,000,000
Pavement Preservation	\$800,000
Emergency Multi-Year Street, Alley & Sidewalk Repairs	\$200,000
Multi-Year Sidewalk Repair Program	\$1,200,000
Sidewalk and Curb Ramp Replacement Program	\$960,000
Sidewalk Vertical Displacement Program	\$180,000
50/50 Sidewalk Replacement Cost Share Program	\$60,000
TOTAL	\$7,200,000

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item is operational in nature and a high priority of the City and the

citizens and is necessary to maintain the City's infrastructure. The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

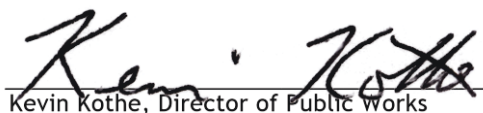
FINANCIAL IMPACT: The negotiated contract will come back to Council for approval and the financial impact will be finalized at that time. Funds are included in the Capital Improvement (Asphalt & Concrete) Fund-Street Construction Improvement account (40120200-72530). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 64-66, 168, and 210-212.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs; Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management; Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for Council consideration.

Prepared by: Craig Shonkwiler, City Engineer

Reviewed by:



Kevin Kothe, Director of Public Works

2/22/2021



Carla Murillo, Procurement Manager

2/23/2021



Chris Tomerlin, Budget Manager

2/23/2021



Jeffrey R. Jurgens, Corporation Counsel

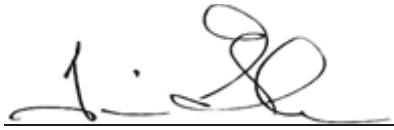
3/2/2021



Tara Henry, Legislative Assistant

3/3/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 3B Resolution_FY22 General Resurfacing Bid Waiver 03082020
- PW 3C Map_FY22 General Resurfacing Bid Waiver 03082021

RESOLUTION NO. 2021 - ____

A RESOLUTION ESTABLISHING THE STREETS TO BE RESURFACED IN FISCAL YEARS 2022 AND 2023, AUTHORIZATION TO WAIVE THE TECHNICAL BIDDING REQUIREMENTS, AND AUTHORIZATION FOR CITY STAFF TO NEGOTIATE A CONTRACT WITH ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, FOR THE FY 2022 GENERAL STREET RESURFACING PROGRAM

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

WHEREAS, streets for resurfacing have been identified for fiscal year 2022 and 2023; and

WHEREAS, streets identified for fiscal year 2022 in the attached map will be the first priority with additional streets selected from fiscal year 2023 if funding allows; and

WHEREAS, Rowe Construction - A Division of United Contractors Midwest (UCM) has been the sole bidder on this annual contract for over 5 years; and

WHEREAS, it is anticipated UCM would be the sole bidder if the project were subject to a competitive bid; and

WHEREAS, the City staff believe that a better end product will be achieved through utilizing the bid waiver process and direct negotiations with UCM; and

WHEREAS, UCM will be able to more accurately bid the work because they will have fewer uncertainties and UCM's prior experience and depth of knowledge about resurfacing will provide an opportunity for them to make recommendations on how the work can be accomplished in a more efficient manner; and

WHEREAS, direct negotiations with UCM will expedite the commencement of work.

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

That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to negotiate the Contract and bring the same back for formal approval by the City Council.

PASSED this 8th day of March 2021.

APPROVED this ____ day of March 2021.

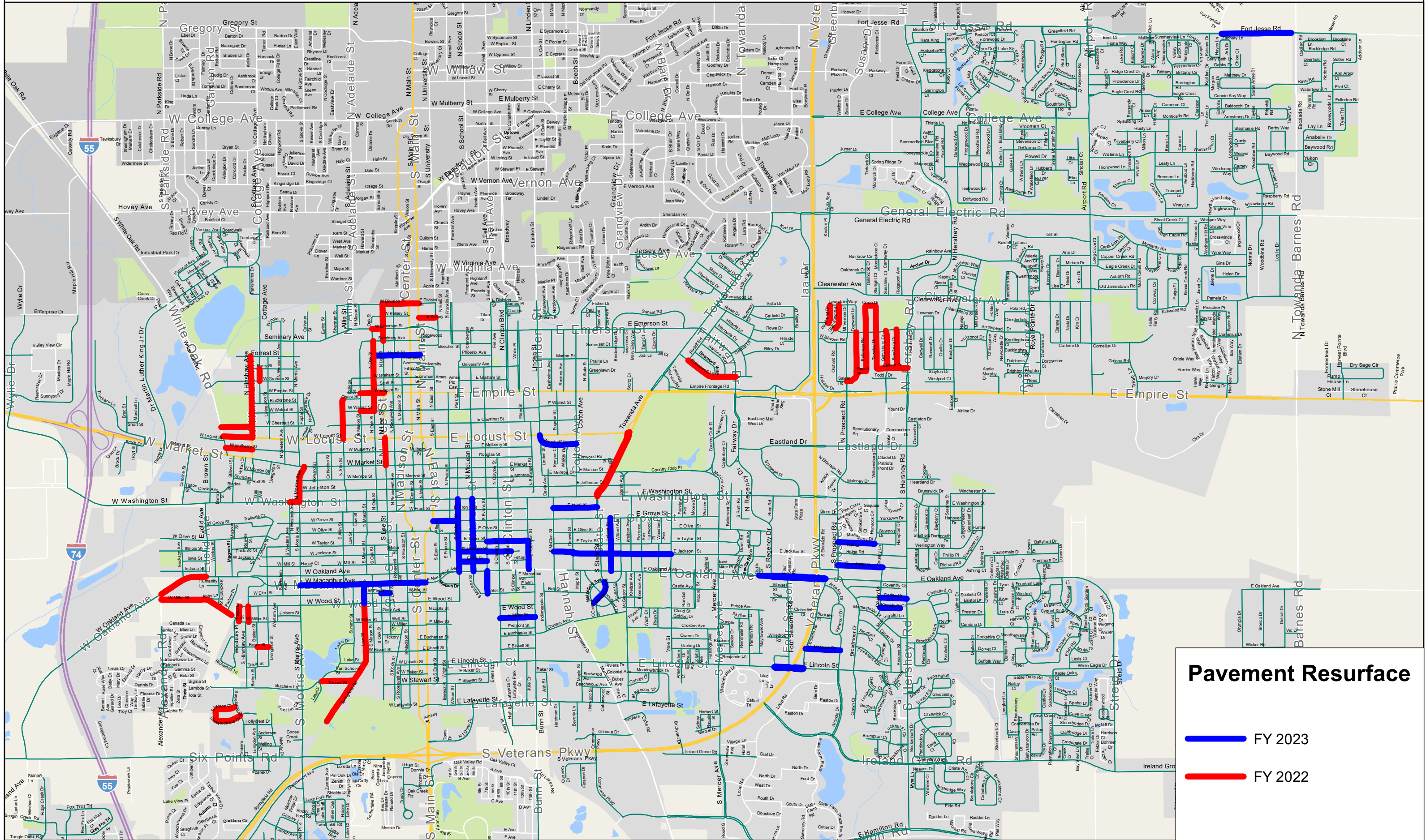
CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

FY 2022 AND 2023 RESURFACING PLAN





REGULAR AGENDA ITEM NO. 9.D

FOR COUNCIL: March 8, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the FY2022 Proposed Budget, as requested by the Finance Department.

RECOMMENDED MOTION:

None; presentation only.

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 Wide FY 2022 Proposed Budget is \$250.3M, which is an 8.7% increase over the FY 2021 Adopted Budget of \$230.3M. The General Fund Proposed Budget is \$109.1M, which is a 1.1% decrease from the FY 2021 Adopted Budget of \$110.2M. The General Fund is the City's largest fund and accounts for 44% of the total City Wide budget. Significant capital improvements are planned for FY 2022 totaling approximately \$59.9M. This is an increase of approximately \$19M over FY 2021 and accounts for nearly all of the FY 2022 City Wide increase.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A, presentation only.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:



Chris Tomertin, Budget Manager

2/23/2021



Jeffrey R. Jurgens, Corporation Counsel

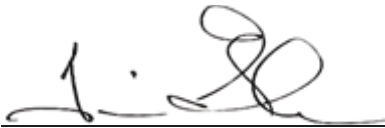
3/1/2021



Tara Henry, Legislative Assistant

3/2/2021

Recommended by:



Tim Gleason, City Manager



REGULAR AGENDA ITEM NO. 9.E

FOR COUNCIL: March 8, 2021

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

No modifications recommended at this time.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 1e. Partnering with others for the most cost-effective service delivery
- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: On March 26, 2020, the City Council approved Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures. This Ordinance is effective for 28-day periods unless amended or repealed sooner by the City Council. Absent such repeal or amendment, the Ordinance continues in effect for additional 28-day periods.

As part of the passage of the Ordinance and due to its importance, the City Manager committed to placing Ordinance 2020-18 on every regular agenda. This allows the Council to repeal it as soon as the pandemic subsides, and thus end the use of the City's emergency powers.

On February 5, 2021, Governor Pritzker issued a new 30-day disaster proclamation related to the pandemic. As the community, including the City's businesses and residents, continues to address the impacts of the COVID-19 pandemic, City staff is not currently recommending the repeal of the Ordinance at this time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: There is no new financial impact associated with continuing Ordinance 2020-18 in effect.

COMMUNITY DEVELOPMENT IMPACT: The continuation of Ordinance 2020-18 allows several key functions of the Economic & Community Development Department to continue that do

not include statutorily mandated public hearings, as well as the expansion of certain business operations for outdoor dining.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

	
Jeffrey R. Jurgens, Corporation Counsel	Tara Henry, Legislative Assistant
2/18/2021	2/18/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- LGL 1B Local Emergency Declaration Ordinance 2020-18
- LGL 1C Ord. No. 2020 - 21
- LGL 1D Ord. No. 2020 - 25
- LGL 1E Ord. No. 2020 - 30
- LGL 1F Ord. No. 2020 - 38
- LGL 1G Ord. No. 2020 - 45
- LGL 1H Ord. No. 2020 - 61
- LGL 1I Ord. No. 2021 - 2

ORDINANCE NO. 2020 - 18

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

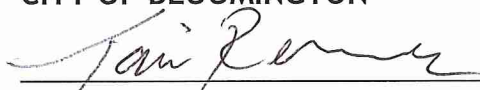
SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

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

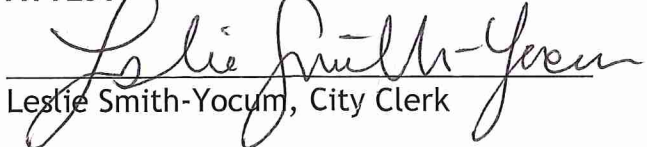
PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON


Tara Renner, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - 21

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

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

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

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

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

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

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

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

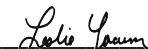
PASSED this 13th day of April 2020.

APPROVED this 15th day of April 2020.

CITY OF BLOOMINGTON


Tari Renner, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk



ORDINANCE NO. 2020 - 25

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

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

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

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

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

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

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

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

PASSED this 27th day of April 2020.

APPROVED this 28th day of April 2020.

CITY OF BLOOMINGTON


Tari Renner, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk



ORDINANCE NO. 2020 - 30

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(Q) REGARDING LIQUOR LICENSE FEES
AND A NEW SECTION 2(R) REGARDING COVID-19 GRANTS**

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

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

(Q) Liquor License Fee Proration. Establishments with a City liquor license that are not operating due to the pandemic, may apply to have their license fees prorated for the license year based on the amount of time the business was closed due to Executive Order of the Governor of the State of Illinois. To qualify for a proration in the license fee, the establishment must have been closed and may not have been providing curbside pickup and/or delivery. This shall be a one-time proration and only for establishments that were closed continually for at least 30 days. Establishments must apply for the proration refund to the City Clerk and shall be required to provide proof of closure by affidavit and/or other documentation as deemed appropriate by the City Clerk. Applications must be received by the City Clerk at least 30 days after establishments are allowed to have customers/patrons “dine-in” regardless of capacity restrictions.

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

(R) COVID-19 GRANT AGREEMENTS. The City Manager, or designee, is authorized to enter into grant agreements on behalf of the City related to the COVID-19 pandemic and to submit grant applications related to same.

SECTION 3. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 11th day of May 2020.

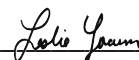
APPROVED this 12th day of May 2020.

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST



Leslie Smith-Yocum, City Clerk



ORDINANCE NO. 2020 - 38

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(S) REGARDING
TEMPORARY OUTDOOR BUSINESS OPERATIONS AND STREET CLOSURES**

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

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

(S) Temporary Outdoor Business Operations & Street Closures. The City Manager shall have the authority, through Executive Order, to temporarily close streets, or portions thereof, for outside use by businesses when said closure can be performed in a safe manner. The City Manager is also authorized to allow for the outdoor temporary expansion of premises for businesses, including but not limited to on closed public streets and/or other right-of-way areas of the City, including parking lots, parking spaces and alleys. The City Manager shall provide for the closure of any streets and the process for expansion of premises by Executive Order. No fee shall be required for any expansion, but appropriate insurance, waivers, barriers, plans, and other safety measures may be required. The City Manager may likewise waive any other requirements related to the expansion of a business premises for off-premises use and/or the placement of tents for outdoor use and may implement other Executive Orders to allow for and expedite the allowance of outdoor business operations.

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

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

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

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

PASSED this 26th day of May 2020.

APPROVED this 27th day of May 2020.

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST



Leslie Smith-Yocum, City Clerk



ORDINANCE NO. 2020 - 45

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO MODIFY SECTION 2(H) REGARDING THE MORATORIUM ON
INTEREST, FINES AND PENALTIES

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

SECTION 1. That Ordinance 2020-18 is hereby amended by modifying Section 2(H) as follows:

- (S) Moratorium on Interest, Fines and Penalties. No interest, fines and/or penalties shall accrue or be assessed on amounts owed to the City as of March 1, 2020 and thereafter until our region begins Phase 4 of the Restore Illinois Plan, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within ninety (90) days after our region hits Phase 4 of the Restore Illinois Plan, expected to be June 26, 2020, ~~30 days after the conclusion of Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof,~~ or until this provision is amended or repealed by the City Council. The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

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

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

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

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

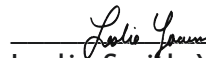
PASSED this 24th day of June 2020.

APPROVED this 25th day of June 2020.

CITY OF BLOOMINGTON


Tari Renner, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk



ORDINANCE NO. 2020 - 61

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(T) SUSPENDING
DOWNTOWN SHUTTLES**

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

SECTION 1. The City Council finds that: (1) as McLean County is currently on the warning level for the new cases per 100,000, additional emergency measures are necessary to restrict the spread of COVID-19; and (2) the operation of the downtown shuttles, used to carry patrons to and from bars in vehicles where social distancing is not possible, creates a public health and safety risk during this time of rising cases; and (3) that the suspension of downtown shuttles is necessary for the public health and safety of the community.

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

(T) Suspension of Downtown Shuttles. All licenses and certificates of public convenience for downtown shuttles issued under Chapter 40, Article X of the City Code are hereby suspended and no downtown shuttle shall operate until the repeal and/or termination of this Ordinance or provision. No additional and/or new licenses or certificates shall be issued until the repeal or termination of this Ordinance or provision.

SECTION 3. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 14th day of September 2020.

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APPROVED this 16th day of September 2020.

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST



Leslie Smith-Yocum, City Clerk



ORDINANCE NO. 2021 - 2

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO MODIFY SECTION 2(Q) TO ALLOW THE CONTINUED PRORATION OF THE CITY'S LIQUOR LICENSE FEES

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

SECTION 1. That Ordinance 2020-18, Section 2(Q) is amended as follows:

(Q) Liquor License Fee Proration. Establishments with a City liquor license that are not operating due to the pandemic, may apply to have their license fees prorated for the license year based on the amount of time the business was closed due to Executive Order of the Governor of the State of Illinois. To qualify for a proration in the license fee, the establishment must have been closed and may not have been providing curbside pickup and/or delivery. ~~This shall be a one-time proration and only for establishments that were closed continually for at least 30 days.~~ Establishments must apply for the proration refund to the City Clerk and shall be required to provide proof of closure by affidavit and/or other documentation as deemed appropriate by the City Clerk. Applications must specify the dates the Establishment was closed as a result of orders by the State of Illinois. A new application must be filed each time the establishment is closed as a result of the orders by the State of Illinois. New applications for fee refund prorations that occurred for closings in the 2020 calendar year must be filed by March 1, 2021. Applications for any fee refunds prorations that occur as the result of closings in the 2021 calendar year must be filed by January 31, 2022. Applications must be received by the City Clerk at least 30 days after establishments are allowed by executive order of the Governor or other change in the law, to have customers/patrons "dine-in" regardless of capacity restrictions.

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

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

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

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

PASSED this 11th day of January 2021.

APPROVED this 13th day of January 2021.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum
Leslie Smith-Yocum, City Clerk

