



**CITY OF
BLOOMINGTON
COUNCIL MEETING
FEBRUARY 22, 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, FEBRUARY 22, 2021, 6:00 P.M.

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

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

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

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

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. COVID-19 Update by City Manager
6. Recognition/Appointments
 - A. Proclamation in Memory of Judy Markowitz, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - B. Proclamation recognizing March 1, 2021 as COVID-19 Victims and Survivors Memorial Day, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - C. Proclamation recognizing February 22, 2021 as Supermarket Employee Day, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - D. Recognition of Appointment to Housing Authority Board, 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 January 19, 2021 Committee of the Whole Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and action to approve the Minutes of the January 25, 2021 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- C. Consideration and action to approve Bills and Payroll in the amount of \$6,127,583.76, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- D. Consideration and action to approve Appointments to various Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointment be approved.)*
- E. Consideration and action to approve the Purchase of a 2021 Ford F-550 4WD, Horton Model 623 (173") Type I All-Aluminum Modular Ambulance from Foster Coach, Sterling, IL, through the Suburban Purchasing Cooperative - Northwest Municipal Conference (NWMC) in the amount of \$274,094, as requested by the Fire Department. *(Recommended Motion: The proposed Purchase and Pre-payment be approved.)*
- F. Consideration and action to increase the current Purchase Order by \$19,325 to the original contract amount of \$94,325 for Traffic Line Paint and Beads with Diamond Vogel Paint, as requested by the Public Works Department. *(Recommended Motion: The proposed Increase to the Purchase Order amount be approved.)*
- G. Consideration and action to approve a three-year Intergovernmental Agreement with the Town of Normal and County of McLean for the Dropbox Recycling Program, with an estimated annual cost of \$65,000 to the City, as requested by the Public Works Department. *(Recommended Motion: The proposed Intergovernmental Agreement be approved.)*
- H. Consideration and action to approve the FY21 Illinois Department of Natural Resources Grant Agreement Award for the South American Phase 1 Exhibit at Miller Park Zoo, in the amount of \$750,000, as requested by the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Grant Agreement be approved.)*
- I. Consideration and action to approve an Agreement for Preliminary Engineering Services No. 2 with Norfolk Southern Railway Company and an Illinois Department of Transportation (IDOT) MFT Resolution, in the amount of \$290,000, for the proposed Hamilton Road at-grade crossing near Commerce

Parkway, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement and IDOT MFT Resolution be approved.)*

- J. Consideration and action to approve a Contract between the City of Bloomington and Republic Services, for solid waste disposal services (Bid #2021-20) for an initial two-year period beginning March 1, 2021 to February 28, 2023, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- K. Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Located South of Veterans Parkway and West of South Main Street, 101-103 Donnie Drive, from B-1 General Commercial District to R-3B, High-Density Multifamily Residence District, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

9. Regular Agenda

Clerk-led Roll Call Vote

- A. Consideration and action on a Resolution Approving the FY22 John M. Scott Health Care Grant Awards and Programmatic Agreements, in the amount of \$759,000 for Category I and II Grants, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Holly Ambuehl, Commission Chair, 10 minutes; and City Council discussion, 10 minutes.)*
- B. Consideration and action on an Ordinance providing for the issuance of \$3,639,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, as requested by the Finance Department. *(Recommended Motion: That the Ordinance providing for the issuance of \$3,639,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, be approved.) (Presentation by Scott Rathbun, Finance Director, 10 minutes; and City Council discussion, 10 minutes.)*
- C. Presentation of FY2022 Budget Update, as requested by the Finance Department. *(Recommended Motion: None; presentation and discussion only.) (Presentation by Scott Rathbun, Finance Director, 20 minutes; and City Council discussion, 15 minutes.)*
- D. Presentation of the City's 2020 Accomplishments, as requested by the Administration Department. *(Recommended Motion: None; presentation only.) (Presentation by Billy Tyus, Deputy City Manager; Tim Gleason, City Manager, 10 minutes; and City Council discussion, 10 minutes.)*
- E. Consideration and action on Council Member Carrillo's Agenda Initiative Proposal for the City's Legal Department to draft an Ordinance to provide direction and instruction to City staff, including the Police Department, on how

to interact with residents and other agencies as it relates to immigration issues, as requested by Council Member Jenn Carrillo. *(Recommended Motion: That Council provide direction on the proposed Initiative.) (Presentation by Jennifer Carrillo, City Council Member, 5 minutes; and City Council discussion, 20 minutes.)*

- F. 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. Finance Director's Report

<https://www.cityblm.org/government/advanced-components/documents/-folder-145>

11. City Manager's Discussion

12. Mayor's Discussion

13. Council Member's Discussion

14. Executive Session - Cite Section

Clerk-led Roll Call Vote

15. Adjournment

Voice Vote

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: February 22, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation in Memory of Judy Markowitz, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

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

Billy Ryus, Deputy City Manager

2/18/2021

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

Tara Henry, Legislative Assistant

2/18/2021

Recommended by:

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Tim Gleason, City Manager

Attachments:

- ADM 1B Judy Markowitz Proclamation

PROCLAMATION

In Memory of Judy Markowitz

WHEREAS, The City reflects on the life and accomplishments of former Mayor Judy Markowitz who passed away on Monday, February 15, 2021; and

WHEREAS, Mayor Judy is fondly remembered as Bloomington's first female mayor, serving and guiding our City from 1997-2005; and

WHEREAS, through her welcoming nature and outgoing personality, she made people feel included and heard; and

WHEREAS, she worked tirelessly against discrimination on the basis of sexual orientation, signing a human rights amendment in 2002; and

WHEREAS, Mayor Judy was the first person to represent the Sister Cities program in Asahikawa, Japan in 1962, a friendship still going strong nearly 60 years later; and

WHEREAS, she led with a clear vision for the growth of our downtown, paving the way for projects that we continue to nurture and expand upon today; and

WHEREAS, we are deeply saddened that in recent years dementia diminished the gift she had for storytelling and connecting with others, but are comforted that her legacy will forever shine brightly in our great City; and

WHEREAS, we extend our deepest condolences to the Markowitz family and we are thankful for her contributions to the City of Bloomington; and

NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, Illinois, do hereby urge you to recognize **Judy Markowitz** for her service to our community and to celebrate her life, which will be remembered fondly by all that knew her.



Tari Renner
Mayor



Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 6.B

FOR COUNCIL: February 22, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing March 1, 2021 as COVID-19 Victims and Survivors Memorial Day, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

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

Billy Ryus, Deputy City Manager

2/17/2021

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

Tara Henry, Legislative Assistant

2/17/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- ADM 2B COVID Memorial Day Proc 030121

PROCLAMATION

COVID-19 Victims and Survivors Memorial Day

WHEREAS, the first Monday in March, has been designated as COVID-19 Victims and Survivors Memorial Day; and

WHEREAS, COVID-19 (SARS-CoV-2) is an illness caused by a virus that can transmit from person to person and has spread across the world, creating a global pandemic that is having catastrophic effects on human life, our community, and our economy; and

WHEREAS, local and state governments, health departments, and public servants have taken bold actions to protect residents, support struggling local economies, and find innovative ways to provide services; and

WHEREAS, in response to rapid spread of COVID-19 and stay-at-home orders, essential workers have stepped up to provide critical services to help protect our communities and save lives, sacrificing their own health and safety; and

WHEREAS, COVID-19 has had a disproportionate impact on low-income communities and communities of color, exacerbating inequities already prevalent in our systems that we must address as a nation; and

WHEREAS, public health guidance and policies targeted at prevention, such as social distancing, wearing masks in public, and staying home help mitigate the spread of COVID-19, prevent illness, and lessen the burden on individuals and society,

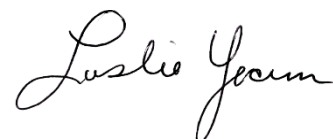
WHEREAS, the symptoms and severity of COVID-19 can vary dramatically by individual and the long-term health implications for survivors is largely unknown, as many survivors suffer with lingering side-effects of the disease long after they no longer test positive; and

WHEREAS, each life lost to COVID-19 mattered and leaves a hole in the hearts of loved ones, family members, and surrounding community; and

NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, Illinois, do proclaim Monday, March 1, 2021 as **COVID-19 VICTIMS AND SURVIVORS MEMORIAL DAY** in remembrance of those who have lost their lives and in honor of those who are forever marked by COVID-19 and continue to suffer from the impact of this virus



Tari Renner
Mayor



Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 6.C

FOR COUNCIL: February 22, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing February 22, 2021 as Supermarket Employee Day, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

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

Billy Ryus, Deputy City Manager

2/17/2021

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

Tara Henry, Legislative Assistant

2/17/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- ADM 3B Supermarket Employee Day 022221

PROCLAMATION

Supermarket Employee Day

WHEREAS, there are nearly six million supermarket employees in the United States; and

WHEREAS, in the Bloomington area, there are 1,840 food retail jobs that generate approximately \$284.1 million in economic activity; and

WHEREAS, supermarket employees provide all Americans with access to safe, healthy and affordable food; and

WHEREAS, supermarket employees work to enhance the health and well-being of each customer; and

WHEREAS, supermarket employees contribute and volunteer countless hours in their communities; and

WHEREAS, supermarket employees face unprecedented challenges keeping grocery shelves stocked during the COVID-19 Pandemic; and

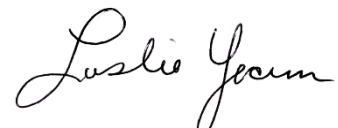
WHEREAS, supermarket employees have and continue to meet and exceed these challenges, while displaying courage, compassion, dedication and leadership, as well as exemplifying customer service and community outreach; and

WHEREAS, the need for supermarket employees is greater than ever because of current and growing consumer demands as well as their reputation for excellence;

NOW, THEREFORE, I, Tari Renner, Mayor of Bloomington, Illinois, do hereby proclaim February 22, 2021 as **Supermarket Employee Day** and ask all citizens to join in honoring our Supermarket Heroes.



Tari Renner
Mayor



Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 6.D

FOR COUNCIL: February 22, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Appointment to Housing Authority Board, 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 Appointment is representative of City Council's approval from the February 8, 2021 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:


Billy Iyus, Deputy City Manager

2/17/2021


Tara Henry, Legislative Assistant

2/17/2021

Recommended by:

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Tim Gleason, City Manager

Attachments:

- ADM 4B Recognition of Appointment from 020821_Housing Authority



Appointment

Torea Phillips: Housing Authority Board

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: February 22, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the January 19, 2021 Committee of the Whole Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk. In compliance with the Open Meetings Act, 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

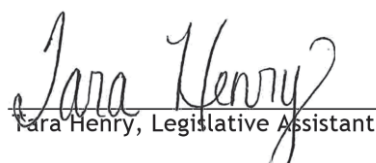
Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:


Leslie Yocum, City Clerk

2/16/2021


Tara Henry, Legislative Assistant

2/17/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- CLK 1B 01-19-2021 DRAFT COW Minutes



MINUTES
COMMITTEE OF THE WHOLE CITY COUNCIL MEETING
TUESDAY, JANUARY 19, 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 2021-01, 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., Tuesday, January 19, 2021. The meeting was called to order by Tari Renner.

Roll Call

Attendee Name	Title	Status	Arrived
Tari Renner	Mayor	Remote	
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 the COVID-19 vaccination clinic. He highlighted local vaccination statistics and directed individuals who sought more information to the McLean County Health Department.

Public Comment

Mayor Renner opened the meeting for public comment and the following individuals spoke live: (1) Olivia Butts; (2) Willie Halbert; (3) Carol Koos; (4) Don Carlson; (5) Charlotte Alvarez; (6) Karla Bailey-Smith; (7) Robert Garcia; (8) Jay Enriquez; (9) Juliet Lynd; (10) Louis Goseland; (11) Kevin Lopez; (12) Matt Toczko; (13) Dave Bentlin; and (14) Cara McMorris. The following individuals emailed public comment: (1) Katie Hoy; (2) Meghan Reha; (3) Heather Hinkle; (4) Carley Cotner; (5) Christopher Thompson; (6) Krystle Able; (7) Juliet Lynd; (8) Trevin Gaffney; (9) David Parker; (10) Tate Skinner; (11) Lawrence Maushard; (12) Daniel Maloney; (13) Mickaela Atkins; (14) Susan Namboodiri; (15) Sarah Greenberg; (16) Robert Garcia; (17) Anthony Overton; (18) Car Happ; (19) Kyle Auer; and (20) B. Thomas.

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 Boelen made a motion, seconded by Council Member Bray, that the Consent Agenda, including all items listed below, be approved as presented.

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

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

Motion carried.

Item 5.A. Consideration and action to approve the Minutes of the December 7, 2020 Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Presentation, Discussion, and Direction on Future Agenda Topics

The following item was presented:

Item 6.A. "State of the City Address," presented by Mayor Tari Renner, as requested by the Administration Department.

Mayor Renner expressed his gratitude for Council and City staff. He discussed controversial national news and the effects on the community. He explained that staff had adapted in order to provide services throughout the COVID-19 pandemic. He highlighted that nearly \$1 million dollars had been allocated by Council as direct aid to local residents and businesses, through the proration of liquor licenses, and the suspension of late fees and water shut offs. He stressed the creativity of staff to enhance the Downtown economy and to assist local school districts, students, and their families. He celebrated that the citizens of McLean County were one of the highest 2020 Census responders in Illinois and stressed the importance of the Census. He discussed how the City had made progress on capital projects despite the difficult year experienced and highlighted multiple projects. He reflected on improvements made Downtown and was excited about future plans. Mayor Renner emphasized that Bloomington remains a leader in the State and pointed out that it had recently been recognized as one of the "Happiest Places to Live" pre- and post-pandemic. He wrapped up by reminding the community of numerous projects that he will remain focused on during his last few months in office.

The following item was presented:

Item 6.B. Presentation and discussion of the Solid Waste Program, as requested by the Public Works Department and the Administration Department.

City Manager Gleason introduced the item and welcomed Kevin Kothe, Director of Public Works, to address Council.

Mr. Kothe presented an overview of the Solid Waste Program. He discussed multiple facets of the program including an overview of prices associated to contracts for the disposal of solid waste and other programs such as the Solid Waste Education program, Household Hazardous Waste program, Electronics Recycling program, and the Drop box Recycling program. Mr. Kothe discussed a few changes that had been implemented in February 2018.

Mr. Gleason stressed that any major changes in services should be evaluated to ensure the achievement of intended outcomes, and noted that some changes that had been implemented had not panned out in the way originally anticipated.

Mr. Kothe discussed changes to service levels and fees that had been implemented in February 2018. He explained that the enterprise fund was experiencing a \$1.3 million deficit per year difference between revenue and expenses and stressed that staff continued to examine options to balance the budget. He talked about numerous items that staff were examining in order to reduce costs, increase public safety, and become more efficient. He reminded Council that the presentation was only preliminary and that the point of the presentation was to incite additional discussion.

Council Member Crabill asked if the resulted deficit had been because of an unexpected increase of expenses or decrease in revenue. Mr. Kothe responded that staff had provided the best estimates available to them at the time of implementation, but a combination of factors had led to a gap in revenue. Council Member Crabill then asked if the implemented fee changes had resulted in an increase in revenue. Mr. Kothe confirmed that a slight increase was experienced, but noted the increase was not large enough to cover the gap in expenses incurred. Council Member Crabill then expressed support for low-income pricing within the program.

Council Member Mathy asked to see the total financial impact associated with the disposal contracts and asked questions about citizens enrolled in the low-income discounted fee program. Mr. Kothe stated that additional information could be provided on the financial impacts of the disposal contracts and responded to questions on the low-income program.

Council Member Boelen thanked Mr. Kothe for the detailed presentation.

Council Member Mwilambwe asked for additional detail on routing software. Mr. Kothe noted that the program had not been as effective as staff had hoped, and explained that staff continued to work with the software provider to address challenges. Council Member Mwilambwe asked for additional details and Mr. Kothe elaborated. Council Member Mwilambwe then asked about leaf pick up and possible solutions. Mr. Kothe stated that staff planned to present possible solutions. Council Member Mwilambwe then asked for a timeline and Mr. Gleason stated that some solutions had already been implemented. He stated that the next presentation was slated for the February Committee of the Whole meeting and that a tentative decision would need to be made before the spring/summer season.

Council Initiatives

The following item was presented:

Item 6.C.1. Discussion regarding a Council Initiative submitted by Council Member Carrillo for the City's Legal Department to draft an Ordinance to provide direction and instruction to City staff, including the Police Department, on how to interact with residents and other agencies as it relates to immigration issues, as requested by the City Council.

Mayor Renner introduced the item and explained Council's options for next steps.

Council Member Carrillo thanked individuals who had supported the item. She provided a brief history and listed various organizations that had developed the Keep Families Together Campaign. She described that the focus of the Welcoming City ordinance was to separate Immigration and Customs Enforcement ("ICE") and local law enforcement to

protect local undocumented residents. She explained that the requested ordinance was the same ordinance submitted by the Keep Families Together Campaign four years ago. She believed that Council needed to have a transparent discussion on the topic and urged Council Members who supported equal rights for immigrant residents to support the item. She then read a quote by Dr. Martin Luther King.

Mayor Renner reminded Council of their options regarding the item.

Council Member Mathy supported the Initiative, but expressed interest in additional discussion on specifics of the ordinance.

Council Member Boelen did not support the Initiative and instead believed parts of the Welcoming City ordinance could be addressed through the Welcoming America ordinance.

Council Member Mwilambwe did not support the Initiative as he believed immigration was extremely complex and should be handled by the federal government.

Council Member Emig supported the Initiative and explained that it was legislation that Council could enact to make a difference within the community.

Council Member Painter did not support the Initiative and expressed that she believed the Police Department had been negatively characterized and that the immigrant population had been lied to in order to induce fear.

Council Member Carrillo supported her Initiative.

Council Member Ward supported the Initiative.

Council Member Crabill supported the Initiative

Council Member Bray did not support the Initiative.

Mayor Renner directed Council Member Carrillo to work with staff to draft the ordinance for further Council discussion.

City Manager's Report

Mr. Gleason updated Council on continued bulk pick-up resulting from recent storms.

Executive Session - Cite Section

No Executive Session was held.

Adjournment

Council Member Ward made a motion, seconded by Council Member Boelen, that the meeting be adjourned.

Motion carried (viva voce).

The meeting adjourned at 7:35 p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Amanda Mohan, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: February 22, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the January 25, 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

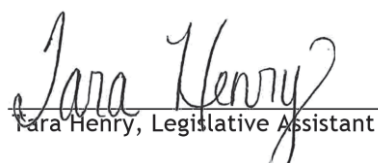
Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:


Leslie Yocum, City Clerk

2/18/2021


Tara Henry, Legislative Assistant

2/18/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- CLK 2B 01-25-21 DRAFT Council Minutes



MINUTES

REGULAR SESSION CITY COUNCIL MEETING MONDAY, JANUARY 25, 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 2021-01, 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, January 25, 2021. The meeting was called to order by Mayor Tari Renner.

Roll Call

Attendee Name	Title	Status	Arrived
Tari Renner	Mayor	Remote	
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, discussed Region 2, the City of Bloomington's region under the Reopen Illinois plan, had moved into Phase 4. He highlighted key components of Phase 4, including limitations and enforcement of indoor dining at restaurants and bars. He provided information on the City's partnership with McLean County for the COVID-19 vaccination clinic at the Grossinger Motors Arena and went on to discuss the small business assistance available via Community Development Block Grants ("CDBG"). He noted that 19 of the 21 applicants who had applied were deemed eligible allotting to disbursement of \$95,000 of the \$220,000 funds available.

Recognition/Appointments

A. Proclamation recognizing Health for Humanity YOGA awareness period

Mayor Renner presented the Proclamation.

B. Recognition of Appointment to Cultural Commission

Mayor Renner recognized the appointment of Shweta Shukla to the Cultural Commission.

Public Comment

Mayor Renner opened the meeting for public comment and the following individuals spoke live: (1) Krishna Balakrishnan; (2) Adam Heenan; (3) Rathnakumar Ramachandran; and (4) Ravichandran Natarajan. The following individuals had emailed public comment: (1) Misty Metroz; (2) Jeannie Keist; (3) Ninan Thomas; (4) Rich Tinaglia; (5) Terry Tinaglia; (6) Ted Day; (7) Jeffrey Telling; (8) Norma Hill; (9) Angela Bailey; (10) Adam Heenan; (11) Ed Mack; (12) Donna Senters; and (13) Mary & Paul O'Brian.

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 Crabill made a motion, seconded by Council Member Boelen, that the Consent Agenda, including all items listed below except Items 8.A. and 8.G., be approved as presented.

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

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

Motion carried.

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

Item 8.B. Consideration and action to approve Bills and Payroll in the amount of \$6,762,238.00, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and action to approve the Purchase of one (1) Komatsu WA200-8 Wheel Loader from Roland Machinery of Peoria, Illinois, using the Sourcewell Contract (# 032119-KOM, exp 5/13/23), in the amount of \$176,876, and Authorization to dispose of a 2007 Komatsu WA200-5 by electronic public auction, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase and Disposal be approved.)

Item 8.D. Consideration and action on a Resolution Approving the First Amendment to the Division Street and Enterprise Pump Station Planning Study Multi-Year Professional Architectural & Engineering Services Contract Between the City of Bloomington and Donohue & Associates, Inc., as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.E. Consideration and action on a Resolution Waiving the Technical Bidding Requirements and Approving a Two-month extension of the current Agreement, in the amount of \$9.43 per Residence, and a new 3-year Agreement, in the amount of \$12.50 Per Residence (with a 3.5 percent increase per year), for Household Refuse Services at Lake Bloomington, with American Disposal Services of Illinois, Inc., d/b/a Republic Services of Bloomington, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.F. Consideration and action on an Ordinance Approving the Harvest Pointe Subdivision Amended Preliminary Plan Bloomington, Illinois for Approximately 14 Acres Located North of GE Road/Route 9 and East of Towanda Barnes Road, as requested by the

Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

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

Items Removed from Consent Agenda

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

Item 8.A. Consideration and action to approve the Minutes of the December 14, 2020 Regular City Council Meeting, as requested by the City Clerk Department.

Council Member Boelen explained that her Council Initiative referred to in the minutes was discussed as an ordinance and clarified that it was a resolution. She went on to explain the difference between the Welcoming America resolution and the Welcoming City ordinance and requested that the minutes reflect such.

Council Member Mathy asked City Clerk, Leslie Yocum if she understood the amendments requested. Mrs. Yocum confirmed. She noted the header and motion included in the minutes were correct and that the terms used by Council during the discussion would be amended for clarification.

Council Member Boelen made a motion, seconded by Council Member Bray, to the proposed Minutes be approved as amended.

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

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

Motion carried.

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

Item 8.G. Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Located South of General Electric Road and West of Towanda Barnes Road, Approximately 6.06 Acres in the Hawthorne Commercial Subdivision, from B-1 General Commercial District to R-2 Mixed Residence District and R-3A Multiple-Family Residence District, as requested by the Economic & Community Development Department.

Council Member Mwilambwe explained that he had pulled the item because he believed there to be confusion regarding the scope and developer's vision of the project.

Council Member Mwilambwe made a motion, seconded by Council Member Bray, that the item return to the Planning Commission for further consideration and additional input by residents.

Mayor Renner and Jeff Jurgens, Corporation Counsel, discussed procedure. Mr. Jurgens stated that sending the Item back to the Planning Commission would allow for additional discussion and clarity on raised concerns.

Council Member Boelen expressed concern regarding public notification if the Item was sent back to the Planning Commission.

Council Member Bray stated that she had received community input and hoped a consensus could be reached between the residents and the developer.

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

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

Motion carried.

Regular Agenda

The following item was presented:

Item 9.A. Presentation of FY2022 Budget Preview, as requested by the Finance Department.

Mr. Gleason provided an overview and explained that, as a result of previous recommendations staff would be posting a series of videos titled "Budget 101" that would explain the budgeting process to the public.

Scott Rathbun, Finance Director, addressed Council. He compared the FY 2022 and FY 2021 budgets noting the Citywide budget had increased 6.5% or \$245.3 million. He explained that the General Revenue Fund would decrease from FY 2021 to \$109.1 million for anticipated COVID-19 economic affects and discuss each major tax revenue. He then compared FY 2021 and FY 2022 general fund budget revenues and expenses line by line explaining FY 2022 capital improvement totals by each fund balance.

Mr. Gleason noted that in 2019 there had been a \$0.04 increase on motor fuel taxes ("MFT") and pointed out that due to COVID-19 the MFT fund balance had dropped. He stated that staff suggest maintaining the minimum budgeted amount to allow the City to continue progressing on road and sidewalk repairs.

Mr. Rathbun continued by discussing FY 2022 capital improvement fund balances concluding his presentation with the coming schedule of budget presentations, a public hearing, and the final timeline for budget adoption.

Council Member Carrillo asked for additional information on the budget process.

Mr. Gleason recommended citizens watch the Budget 101 video series and welcomed citizens to reach out to staff or Council Members with questions should they have them.

Mayor Renner noted his Mayor's veto ability as related to the budget approval process.

Council Member Crabill supported the Budget 101 video series and asked for additional details on funding the O'Neil Pool remodel. Mr. Rathbun responded that multiple options were available. Council Member Crabill then asked for additional details on the Public Safety Pension fund consolidation and associated savings. Mr. Rathbun discussed material impacts of the contributions to the pension fund.

Mayor Renner commented that the City had not increased property taxes since 2008.

Council Member Boelen asked how the enterprise fund capital projects were funded. Mr. Rathbun responded that capital projects were fully funded by enterprise funds and explained that departments continued to reserve funding in anticipation of large projects.

The following item was presented:

Item 9.B. Consideration and action on a Resolution Petitioning Federal, State and Local Government Officials to Replace Columbus Day with Indigenous Peoples' Day, as requested by Council Member Jenn Carrillo.

Council Member Carrillo explained that the Item would encourage Federal, State, and Local governments to replace Columbus Day with Indigenous Peoples' Day. She stated that legislation had been introduced at the Illinois General Assembly in October of 2020 to formally replace Columbus Day with Indigenous Peoples' Day on the State level and that it was planned to be reintroduced at the spring session. She believed that the approval of resolution by Council would further encourage State officials to support said legislation. She closed by explaining Item 9.C. on the agenda.

Mayor Renner clarified that Item 9.B. was a resolution to advocate replacement of holidays on the State and Federal level, whereas Item 9.C. was a local ordinance. Council Member Carrillo confirmed and provided additional detail.

Council Member Crabill recognized the Native American tribes that had settled the Central Illinois and discussed concerns of cancelled culture. He supported the resolution.

Council Member Painter asked if Council Member Carrillo had discussed Indigenous Peoples' Day with local school boards as she believed local school districts were already celebrating Indigenous Peoples' Day alongside Columbus Day. Council Member Carrillo stated that she had not reached out to the school boards, but would be more than willing. She was not supportive of celebrating the holidays together and pointed out that Chicago Public Schools had already moved to only celebrating Indigenous Peoples' Day. Council Member Painter stressed the importance of contacting each school board and to providing truthful accounts of history. She then referenced an article by the New York Times. Both Council Members continued discussing the importance of historical events.

Council Member Bray called a point of order.

Mayor Renner asked Council to speak one at a time.

Council Member Painter believed additional consideration was needed and suggested that Council Member Carrillo reach out to other municipalities to petition State officials together. Council Member Carrillo supported Council Member Painter's suggestion and stated that Bloomington should continue as a leader to encourage change.

Mayor Renner asked for a motion on the Item.

Council Member Carrillo made a motion, seconded by Council Member Crabill, that the proposed Resolution be approved.

Council Member Mwilambwe reflected and asked for additional background information to explain what Council wanted to accomplish with the Item. He then suggested that additional community education be completed prior to Council consideration.

Council Member Carrillo agreed that education was important and compared Indigenous Peoples' Day to Juneteenth. She then called the question.

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

AYES: Mathy, Emig, Carrillo, Ward, Crabill

NAYS: Boelen, Mwilambwe, Painter, Bray

Motion carried.

The following item was presented:

Item 9.C. Consideration and action on an Ordinance Recognizing Indigenous Peoples' Day within the City of Bloomington and Amending Chapter 22.2 Of the City Code to have the Human Relations Commission to Partner with Community Organizations in Observance of this Day, as requested by Council Member Jenn Carrillo.

Council Member Carrillo stated that discussion had already been had under Item 9.B.

Council Member Carrillo made a motion, seconded by Council Member Emig, that the proposed Ordinance be approved.

Council Member Boelen asked for clarification regarding a statement in the Ordinance where annual observance of Indigenous Peoples' Day would be celebrated "on or around the 2nd Monday in October." Billy Tyus, Deputy City Manager, explained that the language "on or around the 2nd Monday in October" was a scrivener's error and that it should have read "on the 2nd Monday in October."

Mr. Gleason confirmed and asked Leslie Yocum, City Clerk, to provide details on how to move forward. Mrs. Yocum reiterated the amended motion and asked the mover and seconder of the motion to amend their motion to allow amendment of the ordinance and Exhibit A to reflect "on the 2nd Monday in October." Council Members Carrillo and Emig agreed to the amendment.

Council Member Carrillo made a motion, seconded by Council Member Emig, that the proposed Ordinance be approved as amended.

Council Member Emig explained that she had been a long-time advocate of history and civic education and believed that all facets of history are important education.

Council Member Ward stressed that ordinances held City's accountable.

Mayor Renner called the question and asked for a vote.

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

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

Motion carried.

The following item was presented:

Item 9.D. 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.

Finance Director's Report

Mr. Gleason stated that COVID-19 budget impacts had not been as significant as anticipated and that the budget had been adjusted accordingly. He celebrated Bloomington's resiliency.

Mr. Rathbun presented the FY 2021 Financial Summary (05/01/2020 through 12/31/2020) and highlighted year to date figures for FY 2021 Major Tax Revenues through December 31, 2020. He discussed various line items and went on to discuss FY 2021 General

Fund Revenue and Expenditures highlighting multiple key factors. He wrapped up with a discussion on the FY 2021 Enterprise Revenue Funds.

City Manager's Discussion

Mr. Gleason recognized the Economic & Community Development Department for their creativity in establishing a Curbside Market and thanked them for their flexibility as Grossinger Motors Arena was housing the COVID-19 vaccination clinic. He highlighted other upcoming Downtown events and then welcomed new City of Bloomington hires. He concluded by celebrating Bloomington receiving the 2020 Gold Workplace Health Achievement certification from the American Heart Association.

Mayor's Discussion

Mayor Renner thanked staff for their work on the new Administrative offices located on the 4th floor of the Government Center.

Council Member's Discussion

Council Member Mathy stated that Tour de Chocolate, a very large Valentine's event usually celebrated Downtown Bloomington, would be rescheduled to the fall. He recognized City staff for continued storm clean-up efforts throughout the City.

Council Member Crabill mentioned his upcoming virtual Town Hall meeting on February 1st and explained how to participate. He suggested a seamless transition from the City's CDBG residential aid to the City of Bloomington Township's residential aid.

Executive Session - Cite Section

Council Member Boelen made a motion, seconded by Council Member Mathy, to enter Executive Session under Collective Bargaining - Section 2(c)(2) of 5 ILCS 120.

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

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

Motion carried.

Return to Open Session and Adjourn

Council Member Ward made a motion, seconded by Council Member Boelen, that Council return to open session and that the meeting be adjourned.

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

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

ABSENT: Carrillo

Motion carried.

The meeting adjourned at 8:21 p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Amanda Mohan, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: February 22, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$6,127,583.76, 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 \$6,127,583.76 (Payroll total \$2,638,041.24, Accounts Payable total \$1,997,450.05, Bank Transfers total \$1,411,126.25, and Procurement Card Purchases total \$80,966.22).

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

2/17/2021

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

Tara Henry, Legislative Assistant

2/17/2021

Recommended by:

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Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL			
Date	Gross Pay	Employer Contribution	Totals
2/12/2021	\$ 2,025,372.51	\$ 612,668.73	\$ 2,638,041.24
Off Cycle Adjustments			
PAYROLL TOTAL			\$ 2,638,041.24
ACCOUNTS PAYABLE (WIRES)			
Date	Bank	Total	PCARDS Date Range
2/22/2021	AP General	\$ 1,887,431.99	12/1/2021-12/31/2021 \$ 80,966.22
	AP JMScott		
2/22/2021	AP Comm Devel	\$ 21,293.05	PCARD TOTAL \$ 80,966.22
	AP IHDA		
2/22/2021	AP Library	\$ 54,926.65	
	AP MFT		
2/11/2021-2/12/2021	Out of Cycle	\$ 33,798.36	
12/7/2021-2/8/2021	AP Bank Transfers	\$ 1,411,126.25	
AP TOTAL		\$ 3,408,576.30	
GRAND TOTAL			\$ 6,127,583.76

Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: February 22, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Appointments to various Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION:

The proposed Appointment be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Mayor of the City of Bloomington has nominated, and asks your concurrence in the appointment of:

Public Safety & Community Relations Board (PSCRB): Ashley Farmer to the PSCRB. Ashley is being appointed to fill a vacancy on the Board. Her term will be effective immediately, with an expiration date of 4-30-23, at which time she will be eligible to reapply. Application is on file in the Administration Office.

Planning Commission: Brady Sant Amour to the Planning Commission. Brady is being appointed to fill a vacancy on the Board. His initial one-year term will be effective immediately, with an expiration date of 4-30-22, at which time he will be eligible to reapply. Application is on file in the Administration Office.

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: Mayor contacts all recommended appointments.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:



Billy Iyus, Deputy City Manager

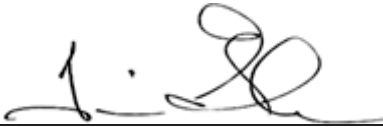
2/17/2021



Tara Henry, Legislative Assistant

2/17/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- ADM 5B PSCRB Roster
- ADM 5C Planning Roster

Public Safety and Community Relations Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward
x		William	Bennett	04/30/21	2017	04/23/18	3
x	Chair	Robert	Bosquez	04/30/23	2017	04/27/20	7
x		Surena	Fish	04/30/21	2017	04/23/18	6
x	VACANCY			04/30/23	2017	04/27/20	
x		Arthur	Taylor	04/30/22	2017	04/22/19	8
x		Jeffery	Woodard	04/30/22	2017	04/22/19	9
x		Brigitte	Black	04/30/23	2020	08/10/20	6
	Staff	Michael	Hurt				

Planning Commission

Mayor Appointed	Quadrant	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward
x	VACANCY			04/30/21	2016	04/23/18	
x	Southeast	Megan	McCann	04/30/21	2018	03/12/18	4
x	Southeast	David	Stanczak	04/30/22	2012	04/22/19	8
x	Southeast	Thomas	Krieger	04/30/23	2017	04/27/20	5
Chair - x	Southeast	Megan	Headean	04/30/21	2015	04/23/18	1
x	Northeast	Mark	Muehleck	04/30/23	2017	04/27/20	9
x	Southwest	Justin	Boyd	04/30/22	2016	04/22/19	6
x		Sheila	Montney	04/30/23	2020	08/10/20	3
x		John	Danenberger	04/30/23	2020	04/27/20	4
Vice Chair - x	Northeast	Tyson	Mohr	04/30/21	2018	04/09/18	8
	Staff	Katie	Simpson				



CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: February 22, 2021

SPONSOR: Fire Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of a 2021 Ford F-550 4WD, Horton Model 623 (173") Type I All-Aluminum Modular Ambulance from Foster Coach, Sterling, IL, through the Suburban Purchasing Cooperative - Northwest Municipal Conference (NWMC) in the amount of \$274,094, as requested by the Fire Department.

RECOMMENDED MOTION:

The proposed Purchase and Pre-payment be approved.

STRATEGIC PLAN LINK:

- Goal 4. Strong Neighborhoods
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4a. Residents feeling safe in their homes and neighborhoods
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: The Fire Department is requesting to purchase one Horton Ambulance through the Suburban Purchasing Cooperative Contract #174 (exp. 12/31/2021) from Foster Coach Sales, Inc. in Sterling, Illinois for \$274,094. The ambulance cost is \$273,311 and the performance bond is \$783. This ambulance was approved in the FY 2021 Budget that was approved by the City Council in 2020.

Staff looks at a number of items when deciding on replacement, including mileage, maintenance costs and the number of hours on the unit. Ambulances may not have a lot of miles but they sit idle a lot on scene and at hospitals so the "wear and tear" on units can be higher even though the mileage may be lower. By comparison, a vehicle that drives more frequently over the same time period would have significantly more miles.

The policy for new ambulance purchases has been to operate ambulances front line for 5 years and place them in reserve for another 5 years. This new ambulance will be utilized at Station 1 and be known as Medic 1. This ambulance will replace the Medic 6 which was purchased in 2012, and old Medic 1 will then be placed in reserve status. Then what is known as Medic 6 will be removed from service as an ambulance. Medic 6 has 44,100 miles and has 10,604 hours on it. Maintenance costs to date are \$28,174.

The department will keep Medic 6 and turn it into a vehicle that will be used by the department's Fire Investigators. Currently the Investigators have a 2012 Ford Transit that they are using to carry equipment and supplies for investigations, and this vehicle is too small for everything that is being carried. Moving to this larger vehicle will provide more space for equipment and supplies. The back of the vehicle would be converted into an area

where the investigator could conduct interviews. Currently when an investigator needs to conduct the interview of a citizen, they must sit in the front seat of the vehicle. Moving the interview area to the back would provide more privacy to those being interviewed. The 2012 Ford Transit would be moved to fleet for that department to determine if the vehicle could be re-purposed within the City.

The ambulance design will be duplicated from the ambulance that was purchased in 2020 (Medic 2). The paramedics operating this vehicle have found the design to work well with this type of work. There will be some minor changes that the paramedics who have been operating on Medic 2 have determined will make the ambulance more operationally effective. Delivery time will be approximately 275 days from the time the order is placed.

As stated above, the ambulance is being purchased from Foster Coach Sales, Inc. in Sterling, Illinois. The department has purchased several ambulances from Foster Coach over the past several years and has been very pleased with the quality of the product provided and the services requested from them.

The ambulance will be purchased through the Suburban Purchasing Cooperative (SPC), of which the City is a member. This organization combines the resources and purchasing power of multiple governments to jointly bid and negotiate advantageous contract terms. The SPC is a joint purchase program sponsored by the Northwest Municipal Conference (NWMC), DuPage Mayors & Managers Conference (DMMC), South Suburban Mayors & Managers Association (SSMMA), and Will County Government League (WCGL). The SPC exemplifies the benefits of intergovernmental cooperation on a regional basis.

The Fire Department is recommending that the City take advantage of a pre-payment option that is offered by Horton Emergency Vehicles. This program allows the City to pre-pay the full amount of the ambulance. Once Horton receives the order, they will begin paying 3% interest on the cost of the ambulance conversion. Once the ambulance is delivered, Horton would then write a check back to the City for interest earned. The City received \$3,730.65 back in interest from the vehicle purchase in 2020. Horton has agreed to provide a performance bond if the City takes advantage of the pre-payment option. The performance bond costs \$783 but from prior experience, the interest earned from prepayment more than covers the cost. Deputy Chief West has had communication with both Finance and Procurement about taking advantage of the pre-payment, and all agree that this would be a good option. Pre-payment with a performance bond has been used successfully for large fire apparatus in prior purchases successfully.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. This purchase is a priority of the City as a front-line response vehicle and staff is recommending it be approved. The Finance Department is monitoring the financial impact of the pandemic. Finance has reviewed the costs associated with the project and believe adequate funding is available given there may be a need to use fund reserves within fund balance guidelines.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a purchase order for \$274,094 will be created to Foster Coach utilizing the Suburban Purchasing Cooperative-Northwest Municipal Conference. Funds totaling \$285,761 are included in the Capital Lease-Capital Outlay Licensed Vehicle

account (40110143-72130). Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 88 and 92.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

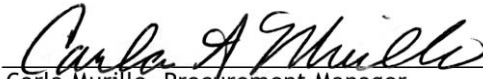
Prepared by: Eric West, Deputy Chief of Operations

Reviewed by:



Eric C. West, Deputy Chief of Operations

2/8/2021



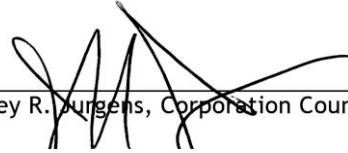
Carla Murillo, Procurement Manager

2/8/2021



Chris Tomertin, Budget Manager

2/8/2021



Jeffrey R. Jurgens, Corporation Counsel

2/12/2021



Tara Henry, Legislative Assistant

2/18/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- FIRE 1B Foster Coach Quote with Perf Bond
- FIRE 1C SPC Contract

FOSTER COACH SALES, INC.

903 Prosperity Drive Street P.O. Box 700
Sterling, Illinois 61081

Phone: (815) 625-3276

(800) 369-4215

Fax: (815) 625-7222

Web site: www.fostercoach.com

AF01128**QUOTATION**

TO: CITY OF BLOOMINGTON
109 EAST OLIVE STREET
PO BOX 3157
BLOOMINGTON, IL 61702-3157

DATE: 01/25/21

ATTN: CHIEF WEST

REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
1	HORTON MODEL 623 (173") ALL ALUMINUM MODULAR AMBULANCE WITH 74" HEADROOM MOUNTED ON A 2021 F550 4X4 CHASSIS PER ENCLOSED WORK ORDER.	\$ 273,311.00	\$ 273,311.00
	OPTIONAL PRE-PAYMENT DISCOUNT: HOROTN WILL PAY 3% ANNUALIZED INTEREST ON ANY PRE-PAYMENTS MADE ON THE CONVERSION COST DURING THE BUILD TIME AT THE PLANT. THE INTERST WILL ACCRUE FROM THE TIME THE MONEY IS RECEIVED UNTIL COMPLETION OF THE UNIT AT THE PLANT.		
	PREFORMANCE BOND COST	\$ 783.00	\$ 783.00
		\$ Total	\$ 274,094.00
	ACCEPTED BY: _____ TITLE: _____ Date: _____		

ESTIMATED DELIVERY:

275 DAYS PENDING RECEIPT CHASSIS & APPROVED ORDEFPROPOSED BY:

ANDREW FOSTER, VICE PRESIDENT



A Joint Purchasing Program For Local Government Agencies

December 7, 2020

Mr. P.J. Foster
Vice President, Sales
Foster Coach Sales, Inc.
PO Box 700, 903 Prosperity Drive
Sterling, IL 61081

Dear Mr. Foster,

This letter is to inform you that the Governing Board of the Suburban Purchasing Cooperative has approved the third of four (4) contract extensions on the SPC 2021-22 Type I Additional Duty Ambulance Contract #174 to Foster Coach Sales Inc. for Horton Emergency Vehicles January 1, 2021 through December 31, 2021. In addition, new pricing has been approved as follows:

<u>Chassis</u>	<u>2020 Price</u>	<u>2021 Price</u>	<u>\$ Increase</u>	<u>% Increase</u>
2021 MY Ford Diesel F-550 4x4 Per SPC Specifications	\$ 292,244.00	\$ 295,881.00	\$ 3,637.00	1.24%
<u>Option</u>				
2021 MY Ford Gas F-550 4x4 (7.3-liter V-8)	\$ 284,257.00	\$ 287,799.00	\$ 3,542.00	1.25%
*Deduct (\$2,593.00) for a 2WD (4x2) Chassis				
 Alternate Chassis Options:				
2022 MY Freightliner M2 Per SPC Specifications	\$ 316,110.00	\$ 318,974.00	\$ 2,864.00	0.91%
*Add \$10,500.00 for Liquid Spring Suspension in Lieu of Air Ride				
 2022 MY International MV607 Per SPC Specifications	\$ 315,424.00	\$ 318,877.00	\$ 3,453.00	1.09%
*Add \$7,747.00 for Liquid Spring Suspension in Lieu of Air Ride				
 2021 MY International CV 4x4 with Liquid Spring Suspension	N/A	\$ 303,192.00	N/A	N/A
*Deduct (\$2,800.00) for a 2WD (4x2) Chassis				

**DuPage Mayors &
Managers Conference**
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

**Northwest Municipal
Conference**
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

**South Suburban Mayors
And Managers Association**
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

**Will County
Governmental League**
15905 S. Frederick Street
Suite 107
Plainfield, IL 60586
Cherie Belom
Phone: (815) 254-7700

With acceptance of this contract extension, Foster Coach, Sterling, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded. The SPC reserves the right to extend this contract for up one additional one-year term upon mutual agreement of the both the vendor and the SPC on a negotiated basis.

Foster Coach Sales Inc., Sterling, IL will handle all billing. Each ambulance will be assessed an administrative fee of \$750.00 per ambulance for members and \$1,000.00 per ambulance for non-members, which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to a productive year working with Foster Coach Sales, Inc., Sterling. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,



Ellen Dayan, CPPB
Purchasing Director
Northwest Municipal Conference



Ellen Dayan, NWMC

12.07.20

Date

P.J. Foster, Foster Coach Sales

Date

**DuPage Mayors &
Managers Conference**
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

**Northwest Municipal
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15905 S. Frederick Street
Suite 107
Plainfield, IL 60586
Cherie Belom
Phone: (815) 254-7700



CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: February 22, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to increase the current Purchase Order by \$19,325 to the original contract amount of \$94,325 for Traffic Line Paint and Beads with Diamond Vogel Paint, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Increase to the Purchase Order amount 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 2a. Better quality roads and sidewalks
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending approval to increase the current purchase order by \$19,325 for traffic line paint and beads with Diamond Vogel Paint. This change order is still subject to the original, approved contract terms of the agreement and the Council Memo dated 4/13/2020 to be automatically extended in one-year increments until April 30, 2024 based upon mutual agreement and determined by the Public Works Director.

On April 13, 2020, Council approved a contract extension with Diamond Vogel Paint for the period beginning May 1, 2020 and ending April 30, 2021 as provided in the original contract for automatic, one-year increments, for traffic line paint and beads (Bid #2019-22). The contract allows the City to purchase up to \$94,325 per fiscal year, but the motion recommended by staff and approved by the Council limited the contract to \$75,000 in FY 2021, which was the budgeted amount.

Construction season 2020 experienced favorable weather conditions, and staff were able to utilize their experience and increase productivity for traffic line painting. Traffic line painting is essential for the traveling, biking, and walking public. Weather permitting, in March and April, staff anticipates being able to perform more traffic line painting than originally approved and budgeted for FY 2021. If the increase to the purchase order is approved, a budget transfer from the Street Maintenance-Asphalt account (10016120-71082) to the Street Maintenance-Traffic Line Paint will take place to cover the costs of the additional work.

The Department's Public Service Division utilizes a self-propelled traffic line painting machine purchased in 2012. The Division uses the machine to paint lines on streets, shared lane markings for bicycles, turn lane arrows, high visibility crosswalks, etc. to improve

safety. This machine requires the pavement marking beads to be loaded mechanically and the traffic line paint to be drawn from fifty-five (55) gallon drums.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because it will enable the City to continue to utilize its traffic line painting machine to paint lines on streets, shared lane markings for bicycles, turn lane arrows, and high visibility crosswalks as part of regular street maintenance. Ensuring that these traffic lines are adequately painted is a safety issue and helps both drivers and pedestrians comply with traffic rules and out of harm's way.

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: Public notice of the bid was published in *The Pantagraph* on December 18, 2018.

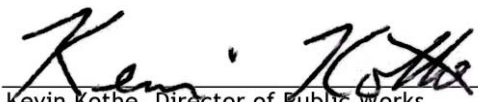
FINANCIAL IMPACT: If approved, \$19,325.00 will be transferred from the Street Maintenance-Asphalt account (10016120-71082) to the Street Maintenance-Traffic Line Paint account (10016120-71096) where the payment will be made. Stakeholders can locate this in the FY 2021 Budget Book titled "Bugdget Overview & General Fund" on page 293.

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.

Respectfully submitted for Council consideration.

Prepared by: Colleen Winterland, Superintendent of Streets & Sewers

Reviewed by:



Kevin Kothe, Director of Public Works

2/8/2021



Carla Murillo, Procurement Manager

2/11/2021



Chris Tomerlin, Budget Manager

2/11/2021



Jeffrey R. Jurgens, Corporation Counsel

2/15/2021



Tara Henry, Legislative Assistant

2/17/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 1B Traffic Line Paint Change Order 02222021



CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: April 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract Extension with Diamond Vogel Paint for the period beginning May 1, 2020, and ending April 30, 2021, as provided in the original contract for automatic, one-year increments, for traffic line paint and beads (Bid #2019-22), in the amount not to exceed \$75,000, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Contract Extension 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 2a. Better quality roads and sidewalks
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending consideration to approve a contract extension with Diamond Vogel Paint for the period beginning May 1, 2020 and ending April 30, 2021, as provided in the original contract for automatic, one-year increments, for traffic line paint and beads (Bid #2019-22), in the amount not to exceed \$75,000. The contract term may be automatically extended in one-year increments for up to three extensions, upon mutual agreement, based upon satisfactory performance, as determined by the Public Works Director. In the event the contractor requires a cost increase, the City reserves the right to solicit quotations and purchase from competitive contractors for the remainder of the contract period. Staff anticipates encumbering \$75,000 in FY 2021. The budget in future years will be allocated as needed and after mutual agreement, for up to \$94,325.

The Department's Public Service Division utilizes a self-propelled traffic line painting machine purchased in 2012. The Division uses the machine to paint lines on streets, shared lane markings for bicycles, turn lane arrows, high visibility crosswalks, etc. This machine requires the pavement marking beads to be loaded mechanically and the traffic line paint to be drawn from fifty-five (55) gallon drums. Staff created a bid specification in 2019 which allows for the purchase of traffic line paint that can be used with the self-propelled machine and with the walk behind traffic line painting machines used by the division. Staff received two (2) bids at that time, although one bidder could not meet the delivery requirement specifications specifically stated in the scope of work in Bid #2019-22 PW Traffic Paint & Beads, and therefore said bid was deemed unresponsive and not considered. Diamond Vogel, the sole responsive bidder, bid not to exceed \$94,325 per year and meets all of the required specifications.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because it will enable the City to continue to utilize its traffic line painting machine to paint lines on streets, shared lane markings for bicycles, turn lane arrows, and high visibility crosswalks as part of regular street maintenance. Ensuring that these traffic lines are adequately painted is a safety issue and helps both drivers and pedestrians comply with traffic rules and out of harm's way. 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: Public notice of the bid was published in the Pantagraph on December 18, 2018.

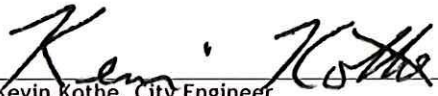
FINANCIAL IMPACT: If the contract extension is approved, a not to exceed amount of \$75,000 will be paid out of the Street Maintenance-Traffic Line Paint account (10016120-71096). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Budget Overview & General Fund" on page 239.

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.

Respectfully submitted for Council consideration.

Prepared by: Colleen Winterland, Superintendent of Streets & Sewers

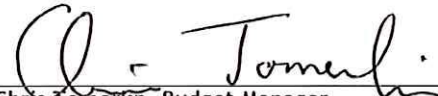
Reviewed by:


Kevin Kothe, City Engineer

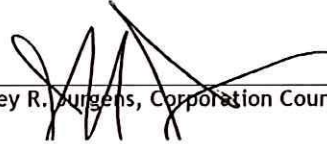
3/30/2020


Carla Murillo, Procurement Manager

3/30/2020


Chris Tomerlin, Budget Manager

3/31/2020


Jeffrey R. Jurgens, Corporation Counsel

4/6/2020


Tara Henry, Legislative Assistant

4/7/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 10B Original Council Memo And Contract_FY21-FY24 Traffic Line Paint Contract Extension 04132020
- PW 10C Traffic Line Painting Cert Of Liability Insurance
- PW 10D Diamond Vogel Agreement to Extend Contract



CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Contract with Diamond Vogel Paint, for a one (1) year term beginning May 1, 2019 and ending April 30, 2020, for traffic line paint and beads (Bid #2019-22), in the amount of \$94,325, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Contract with Diamond Vogel Paint, as the lowest responsive bidder, be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goals 1. Financially Sound City Providing Quality Basic Services and 2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objectives 1d. City services delivered in the most cost-effective, efficient manner and 2a. Better quality roads and sidewalks.

BACKGROUND: Public Works is recommending the approval of a one-year contract with Diamond Vogel Paint, beginning May 1, 2019 and ending April 30, 2020, in the amount of \$94,325, for traffic line paint and beads. This contract may be automatically extended in one-year increments until April 30, 2024, upon mutual agreement and council approval.

The Department's Public Service Division purchased a new self-propelled traffic line painting machine from E-Z Liner Industries in 2012. This machine requires the pavement marking beads to be loaded mechanically and the traffic line paint to be drawn from fifty-five (55) gallon drums. Staff created a bid specification, which allows for the purchase of traffic line paint to be with the new machine and with the existing walk behind traffic line painting machines. Staff received two (2) bids, although one bidder could not meet the delivery requirement specifications specifically stated in the scope of work in Bid #2019-22 PW Traffic Paint & Beads, and therefore said bid was deemed unresponsive and not considered. Diamond Vogel, the sole responsive bidder, bid \$94,325 and meets all of the required specifications.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on December 18, 2018.

FINANCIAL IMPACT: Funds of \$77,000 are budgeted in the FY2020 Proposed Budget Street Maintenance Traffic Line Paint account (10016120-71096). If approved, \$17,325 will be transferred from the Street Maintenance - Other Supplies account (10016120-71190). Stakeholders can locate these accounts in the FY2020 Proposed Budget Book titled "Budget Overview & General Fund" on page 235.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Colleen Winterland, Supt. of Streets & Sewers
Michael Hill, Management Analyst

Reviewed By: Robert Yehl, P.E., Assistant Director of Public Works

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 2B CONTRACT TRAFFIC LINE PAINT 04082019
- PW 2C EXHIBIT A TRAFFIC LINE PAINT 04082019
- PW 2D BID TAB TRAFFIC LINE PAINT 04082019

Exhibit A

BID FORM

BID #2019-22

High Durability Latex Traffic Paint, Glass Bead for Pavement Marking Material
For The Public Works Department

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

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

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

DESCRIPTION	AMOUNT
White Pavement Marking Paint (price per gallon x 2500)	\$ 30,000.00
Yellow Pavement Marking Paint (price per gallon x 3500)	\$ 42,000.00
Pavement Marking Bead Material (price per pound x 47,500)	\$ 22,325.00
Delivery/Shipping Fees (per pallet)	\$ 0.00
Net Price	\$ 94,325.00
Additional Fees if usage exceeds above listed quantities:	
White Pavement Marking Paint (price per gallon)	\$ 0.00
Yellow Pavement Marking Paint (price per gallon)	\$ 0.00
Pavement Marking Bead Material (price per pound)	\$ 0.00
Delivery/Shipping Fees (per pallet)	\$ 0.00

Address of pickup location within Bloomington/Normal: DIAMOND VOGEL PAINT CO
1110 E. OAKLAND AVE BLOOMINGTON, IL 61701

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

DIAMOND VOGEL PAINT CO
Firm

1110 E. OAKLAND AVE
Address

309 829-1414
Phone Number

Email Address: Jim.McAuley@diamondvogel.com

[Redacted Signature]
Authorized Signature

Bloomington IL 61701
City State Zip

4/7/19
Date



BID #2019-22
High Durability Latex Traffic Paint, Glass Bead for Pavement Marking Material
For The Public Works Department

TIME: 11:00 a.m.

[illegible]

Sumner Nden
Misty Shaper
College of the Siskiyous

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

CITY OF BLOOMINGTON
CONTRACT WITH
Diamond Vogel Paint
FOR
PW Traffic Paint & Beads

THIS AGREEMENT, dated this 8th day of April _____, 2019, is between the City of Bloomington (hereinafter "CITY") and Diamond Vogel Paint (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
Bid #2019-22 PW Traffic Paint & Beads (hereinafter "Request")
Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

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

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

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

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

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

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

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

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

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

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

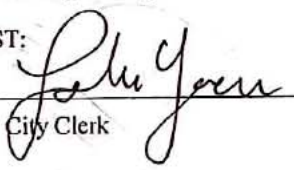
Section 12. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

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

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

CITY OF BLOOMINGTON

By: 
Its City Manager

ATTEST:
By: 
City Clerk

Diamond Vogel Paint

By: 
Its 

By: 
Its 

Exhibit A

SCOPE OF WORK:

The City of Bloomington is accepting bids for white pavement marking paint, yellow pavement marking paint and glass beads. The City of Bloomington has 800 lane miles to traffic line paint. Personnel assigned to perform traffic painting use approximately 2,500 gallons of white traffic line paint, 3,500 gallons of yellow traffic line paint and 47,500 pounds of glass bead material per fiscal year.

These quantities of paint and glass beads are approximations. These numbers are based on previous years' quantities. These quantities may vary due to weather conditions, equipment malfunctions and additional work per contracts. The City of Bloomington may not require this quantity of paint and bead material during the course of the pavement marking season(s). The quantity approximations in no way limits or guarantees quantities to be purchased.

WHITE & YELLOW PAVEMENT MARKING PAINT SPECIFICATIONS:

1. Shall meet or exceed federal specification TT-P-1952E Type III.
2. Shall be lead free.
3. Shall be water reducible.
4. Suitable for use on concrete, asphalt and cinder type streets.
5. Shall be self-priming.
6. Shall be latex type paint.
7. Shall use Acrylic resin type HD 21.
8. The acrylic resin used for TT-P-1952E Type III shall be a 100% cross linking acrylic as evidenced by infrared peak wave links 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross linking.
9. Shall only require the use of water as a cleanup solvent.
10. Shall only require the use of soap and warm water for spill cleanup.
11. Shall only require the use of soap and warm water for the immediate cleanup of hands and tools.
12. Shall provide cleanup instructions for spray equipment to prevent rusting.
13. Shall contain a minimum of 78% solids by weight.
14. Shall contain a minimum of 62% solids by volume.
15. Shall be capable of providing a theoretical coverage area of 994 square feet per gallon of paint.
16. Shall provide surface preparation instructions.
17. Shall have a viscosity of 87 to 95 Krebs Units.
18. Shall have a shelf life of a minimum of one (1) year when properly stored.
19. Shall have a minimum dry film thickness per coat of 10 mils for standard applications and a 16 mils dry film thickness for Hi Build Applications.
20. Shall have a minimum wet film to achieve dry film thickness (DFT) of 16 mils for standard applications and 25 mils for wet film to achieve dry film thickness (DFT) for Hi Build Applications.
21. Shall be capable of providing the following coverage for 4-inch wide line:
 - a. 300 feet per gallon for standard applications at 16 mils at wet film thickness (WFT)
 - b. 192 Feet per gallon for high build applications at 25 mils at wet film thickness (WFT)
22. Shall have a volatile organic compound (VOC) content of less than 150 grams/liter.
23. Shall have a dry time to be tack free to touch of less than 5 minutes for a temperature of 70 degrees Fahrenheit at 50% relative humidity for a 16 mil wet film thickness (WFT) application
24. Shall have a dry time to be tack free to the touch of less than 10 minutes for a temperature of 70 degrees Fahrenheit at 50% relative humidity for a 25 mil wet film thickness (WFT) application
25. Shall be capable of being applied through a heated system up to temperatures of 140 degrees Fahrenheit.
26. Shall provide all instructions on proper paint thinning procedures.

Exhibit A

27. Shall be capable of being applied to appropriate surfaces when the surface temperature is a minimum of 50 degrees Fahrenheit and will remain above 40 degrees Fahrenheit for a minimum of 24 hours after the application of the pavement markings
28. Shall be capable of being applied to slightly damp surfaces.
29. Shall provide information regarding approximate drying time for temperatures above 70 degrees Fahrenheit and relative humidity equal to or greater than 80 degrees Fahrenheit.
30. Paint shall be free of clumps and foreign objects. Vendors shall be responsible for replacing defective paint at their cost.
31. Shall be capable of being applied with conventional sprayers, airless sprayers, brushes or rollers.
32. Shall be provided in 55-gallon drums & 5 gallon pails.
33. Shall specify proper mixing procedures.
34. Shall provide written documentation that material meets or exceeds City of Bloomington specifications.
35. Shall provide two (2) copies of MSDS sheet for each individual product.
36. Shall provide detailed warranty information.

GLASS BEAD SPECIFICATIONS:

The glass beads for the pavement markings shall comply with the Illinois Department of Transportation "STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, ADOPTED JANUARY 1, 2007, ART. 1095.07" as follows:

1095.07 GLASS BEADS FOR PAVEMENT MARKINGS

1. Shall be provided in 2000-lb bags.
2. Shall be palletized upon delivery.
3. Shall provide written documentation that material meets or exceeds City of Bloomington specifications.
4. Shall provide two (2) copies of MSDS sheet for each individual product.
5. Shall provide detailed warranty information.

OTHER SPECIFICATIONS AND DELIVERY:

The City of Bloomington will require delivery to our location at 401 S East Street, Bloomington, IL, 61701. The City of Bloomington **WILL NOT** accept bulk delivery of paint or beads due to storage limitations at the City of Bloomington.

1. **PRICE INCLUDES F.O.B. DESTINATION PREPAID.**
2. At the City of Bloomington's request, The City will pick up 55 gallon drums at the vendor's location.
3. Vendor pick-up locations must be in Bloomington-Normal city limits.
4. Vendor must have a concrete or asphalt testing lot large enough for a City paint truck and walk behind stripers to test on.
5. Vendor Lot must have approach low enough to get paint truck into the lot to load without dragging cone platform (approximate 4" slope).
6. Paint and glass shall be available at vendor location within 24 hours of the City of Bloomington requesting material, excluding weekends and City of Bloomington holidays.
7. Pickup and Delivery of materials shall be between 5:30 am and 3:00 pm Monday through Friday.
8. City will only be able to accept one (1) 2000 lb. bag at a time, not pallets, between 5:30 am & 3:00

Exhibit A

pm per City Instructions. This shall be delivered within 24 hours of the City of Bloomington requesting material, to 401 S East Street, Bloomington, IL, 61701.

9. City will only be able to accept two (2) 55 gallon drums that are loaded onto the truck, no additional 55 gallon drums of paint will be stored at this location due to storage limitations. Vendor shall load 55-gallon drums on the City of Bloomington paint equipment at the City or Vendor location per the City's instructions.
10. Vendor shall be able to store 500 gallons of white and 500 gallons of yellow drums.
11. Vendor shall deliver pallets of 5 gallons upon City Request within 24 hours to 401 South East Street, Bloomington, IL, 61701 between 5:30 am & 3:00 pm per City instructions.

PERIOD OF THE CONTRACT:

The contract will be awarded for a one (1) year term that will begin on May 1, 2019 and be valid through April 30, 2020. This agreement may be automatically extended in one-year increments until April 30, 2024, upon mutual agreement. Prices will remain firm throughout the contract period each year. In the event the Bidder requires a price increase, the City shall reserve the right to solicit quotations and purchase from competitive vendors for the remainder of the contract period.

Re: FY2021 - Traffic Line Paint

Jim McAvoy <Jim.McAvoy@diamondvogel.com>

Tue 3/31/2020 7:05 AM

To: Colleen Winterland <cwinterland@cityblm.org>

Yes we at Diamond Vogel would like to extend our contract to supply the city of Bloomington with marking paint for the year 2020

Sent from my mobile

On Mar 30, 2020, at 2:06 PM, Colleen Winterland <cwinterland@cityblm.org> wrote:

Jim,

I need confirmation from you that you are in agreement with the upcoming extension for the Traffic Line Paint Contract.

This email of your confirmation will be shared with Council to get the purchase approved.

Thank you,

Colleen Winterland

Superintendent of Streets & Sewers

Public Works

(309) 434-2225

<Outlook-krqzbjil.png>

Websense: Click [here](#) to report this email as spam.



Purchase Order

Fiscal Year 2021

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20210034-00

Delivery must be made within
doors of specified destination.B
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OCITY OF BLOOMINGTON
ACCOUNTS PAYABLE
PO BOX 3157
BLOOMINGTON, IL 61702-3157
(309) 434-2334V
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RDIAMOND VOGEL PAINTS
1110 E OAKLAND AVE
BLOOMINGTON IL 61701-5524
UNITED STATESS
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P
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OPUBLIC WORKS DEPARTMENT
PW ADMINISTRATION 3RD FLOOR
115 EAST WASHINGTON STREET
BLOOMINGTON IL 61702-3157

309-434-2220

Vendor Phone Number 309-829-1414		Vendor Fax Number		Requisition Number		Delivery Reference			
Date Ordered 05/15/2020		Vendor Number 1029		Date Required		Freight Method/Terms		Department/Location STREET MAINTENANCE	
Item#	Description/Part No.				Qty	UOM	Unit Price		Extended Price
1	Paint, Traffic Council approved Consent Agenda Item No. 7J at the 4/13/2020 meeting for a contract extension with Diamond Vogel Paint for traffic line paint and beads in the amount not to exceed \$75,000 for the period of 5/1/2020 - 4/30/2021.				1.0	EACH	\$75,000.000		\$75,000.00
***** GL SUMMARY *****									
	10016120 - 71096								75,000.00

Packing slip must accompany all shipments. ALL TERMS & CONDITIONS LISTED ON THE CITY OF BLOOMINGTON
WEBSITE APPLY (www.cityblm.org/terms). The City reserves the right to cancel this order if delivery is not made by
agreed-upon delivery date. Ship F.O.B. Bloomington, IL, or preapproved best value.The City of Bloomington is exempt by statute from payment of all federal, state, and municipal excise, sales, and other
taxes. Federal ID and tax exemption number is 37-6001563. State of Illinois tax exemption number is E9994-9903.

THE CITY OF BLOOMINGTON IS AN EQUAL OPPORTUNITY EMPLOYER.

Procurement Manager

PO Total \$75,000.00



CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: February 22, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a three-year Intergovernmental Agreement with the Town of Normal and County of McLean for the Dropbox Recycling Program, with an estimated annual cost of \$65,000 to the City, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Intergovernmental Agreement be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 1e. Partnering with others for the most cost-effective service delivery
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending the approval of a three-year (3) Intergovernmental Agreement (IGA) with the Town of Normal (TOWN) and McLean County (COUNTY) for the Dropbox Recycling Program (beginning January 1, 2021, and ending December 31, 2023), with an estimated cost of \$65,000 to the City of Bloomington (CITY) in 2021. Each entity will be responsible for 33 percent of the cost in 2021 payable to the TOWN.

For costs incurred in 2022 and 2023, the CITY and the COUNTY will each reimburse the TOWN for that party's proportionate share of the costs incurred by the TOWN under the Dropbox Service Contract, which will be determined by the ratio of that party's users compared to the total users of the CITY, TOWN, and COUNTY, combined. The number of users will be determined by the most recent user survey conducted by the Ecology Action Center after the execution of this IGA. Users of the COUNTY will be the residents of the COUNTY who are not residents of the CITY or the TOWN.

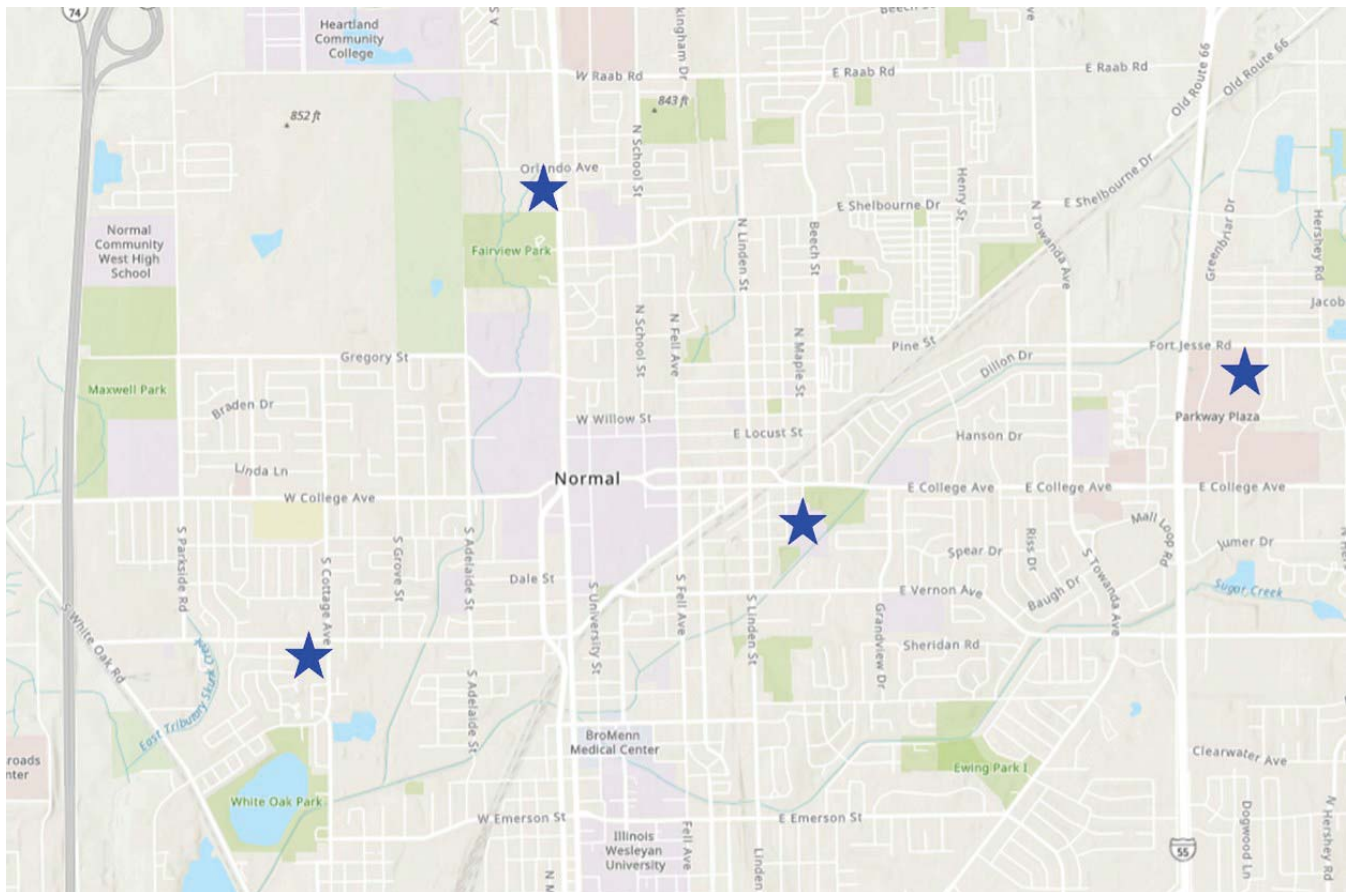
The total base fee for the entire program is \$154,560 per year with a total estimated annual cost of \$195,000. The total estimate includes monthly adjustments based on processing costs and material values. For more information on the costs associated with the program, see Exhibit 1 of the attached Intergovernmental Agreement.

As part of the program, Midwest Fiber operates dropboxes for recycling at various, convenient locations throughout Normal. Each dropbox is accessible 24 hours a day, seven

days a week, and accepts glass and plastic containers, corrugated cardboard, and paper products. The current locations of the dropboxes are as follows (see below map):

- 📍 Wal-Mart, 300 Greenbriar Drive, Normal
- 📍 Chiddix Junior High School, 300 South Walnut Street, Normal
- 📍 University Center, 1101 North Main Street, Normal
- 📍 Jewel-Osco, 901 South Cottage Avenue, Normal

In keeping with Dropbox Service Contract provisions, the TOWN, CITY, and COUNTY may periodically make adjustments to the dropbox locations as mutually agreed upon by all parties.



The CITY provides curbside recycling every other week as well as recycling drop off at the Citizen Convenience Center. In the past, Bloomington and McLean County residents have been able to use TOWN drop boxes at no cost. The TOWN is requesting that the CITY and the COUNTY share the costs to help pay for the increasing costs of recycling.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary because it allows for additional recycling opportunities for residents.

The Solid Waste Fund is an Enterprise Fund that generates fees for funding its operations. Solid Waste Fund fees are intended/dedicated solely for the support of solid waste services to the City, including expenditures on items such as collecting garbage,

recycle, bulk waste, and brush; operating the Citizen Convenience Center; clearing brush, weeds, and tree limbs from alleys; cleaning medians and alleys; repairing gravel alleys; street sweeping; and overseeing the implementation of the Materials Recovery and Resource Management Plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal; McLean County; Ecology Action Center

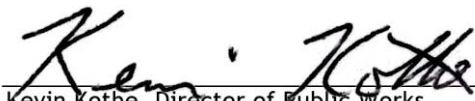
FINANCIAL IMPACT: No financial impact is expected in FY 2021. Public Works included \$67,000 in the FY 2022 Proposed Budget under the Solid Waste-To Town of Normal account (54404400-75040) to cover the first year of cost, if approved.

COMMUNITY DEVELOPMENT IMPACT: Goal NE-5. Provide more efficient and sustainable municipal solid waste management, Objective NE-5.2. Continue to address solid waste issues at the regional level.

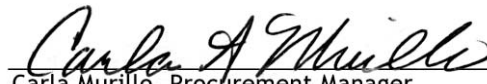
Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Management Analyst

Reviewed by:


Kevin Kothe, Director of Public Works

2/10/2021


Carla Murillo, Procurement Manager

2/10/2021


Chris Tomerlin, Budget Manager

2/10/2021


Jeffrey R. Jurgens, Corporation Counsel

2/12/2021


Tara Henry, Legislative Assistant

2/17/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 4B IGA Dropbox Recycling Program IGA 02222021

- PW 4C Town of Normal Report_Dropbox Recycling Program IGA 02082021
- PW 4D Town of Normal RFP_Dropbox Recycling Program IGA 02082021

Intergovernmental Agreement

Cost sharing for Dropbox Recycling Program

This agreement (“**IGA**”) is dated December 31, 2020 and is between the Town of Normal (“**Town**”), the City of Bloomington (“**City**”), and the County of McLean (“**County**”).

The Town, the City, and the County are each a “unit of local government,” as defined under Article VII, Section 1, of the Constitution of the State of Illinois. They are each a “public agency” under the Illinois Intergovernmental Cooperation (Act, 5 ILCS 220/).

The diversion of traditional recyclables from the Town, City, and County's solid-waste stream conserves resources; it reduces dependence on exporting waste to landfills outside of McLean County; and it creates local jobs in recycling.

Residential recycling continues to be a critical strategy of the 2017 *Twenty-Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois* for reducing municipal solid waste to be landfilled outside of McLean County.

The Town of Normal operates a Dropbox Recycling Program.

Curbside recycling services are not universally available to all residents of the Town, City, and County, and many residents therefore depend upon the availability of the Dropbox Recycling Program.

According to user surveys, the recycling dropboxes provided by the Town are used in nearly equal proportions by residents of the Town, City, and unincorporated areas of the County.

The parties find that it would be beneficial to all of their respective citizens to continue the Dropbox Recycling Program and to share the costs of that program between the governmental bodies.

The parties, therefore, agree as follows:

1. Operation of Dropbox Program.

- 1.1. The Town will operate the Dropbox Program in accordance with the contract dated 01 January 2021 between the Town and Midwest Fiber, Inc. (“**Dropbox Service Contract**”) attached as Appendix 1.
- 1.2. The Town will allow any resident of McLean County to participate in the Dropbox Recycling Program.
- 1.3. The parties acknowledge the current four locations of the dropbox recycle operations within the Town of Normal. In keeping with Dropbox Service Contract provisions, the parties may periodically make adjustments to the dropbox locations as mutually agreed upon by all parties.

2. Cost sharing.

- 2.1. The cost sharing for the Dropbox Program will be as follows:
 - 2.1.1. For costs incurred in 2021, the City shall reimburse the Town for 33% of the costs incurred by the Town under the Dropbox Service Contract, and the County shall

reimburse the Town for 33% of the costs incurred by the Town under the Dropbox Service Contract.

- 2.1.2. For costs incurred after 2021, the City and the County shall each reimburse the Town for that party's proportionate share of the costs incurred by the Town under the Dropbox Service Contract.
 - 2.1.3. A party's proportionate share of the costs under section 2.1.2 will be determined by the ratio of that party's users compared to the total users of the City, Town, and County, combined. The number of users will be determined by the most recent user survey conducted by the Ecology Action Center after the execution of this IGA. Users of the County will be the residents of the County who are not residents of the City or the Town.
- 2.2. On or before 31 January, 2022 and each January 31 thereafter, the Town will deliver to the City and the County an invoice setting forth the costs incurred by the Town under the Dropbox Service Contract for the prior calendar year. The City and the County shall reimburse the Town, as set forth in section 2.1, within 60 days after the invoice date. The Town, upon request, shall provide the City and the County with documentation supporting the reimbursement amount in the invoice.

3. Term and termination.

- 3.1. The term of this IGA begins on the date set forth in the introductory clause and continues through the date that the Town has received payment under section 2.2 from both the City and the County for the period ending 31 December 2023.
 - 3.2. After 01 January 2022, any party may terminate this IGA with 90 days' written notice to the other parties. Upon such a termination, the Town shall, on or after the termination date, deliver to the City and County an invoice setting forth the costs of services to be incurred through the termination date. The City and the County shall reimburse the Town, as set forth in section 2.1, within 60 days after the invoice date. This reimbursement requirement extends after the termination of the agreement under this section 3.2 and remains in effect until fulfilled.
 - 3.3. If Town terminates the Drop Box Service Contract because the City or the County terminated this IGA, then that party terminating this IGA shall reimburse the Town for any termination charges incurred under section 13 of the Drop Box Service Contract. The termination charges will be prorated to each party terminating this IGA. The reimbursement for the termination charges will be included in the invoice under section 3.2.
- 4. Amendments.** This IGA may be amended only by a written agreement of the parties that identifies itself as an amendment to this IGA.
- 5. Third parties.** Nothing in this IGA is intended to confer any right or remedy on any person other than the parties, nor is anything in this IGA intended to affect or discharge any obligation or liability of any third persons to the parties, nor to give any such third person any right of action or subrogation against the Parties.

6. **Final agreement.** This IGA constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this IGA. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this IGA are expressly merged into and superseded by this IGA. The provisions of this IGA may not be explained, supplemented, or qualified through evidence of prior trade usage or a prior course of dealing. In entering into this IGA, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this IGA. There are no conditions precedent to the effectiveness of this IGA other than those expressly stated in this IGA.
7. **Surviving provisions.** Any term of this IGA that, by its nature, extends after the end of the IGA, whether by expiration or termination, remains in effect until fulfilled.
8. **Counterparts.** This IGA may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which, together, constitute the same instrument. If any signature is delivered by facsimile or by email of a ".pdf" format data file, then that signature creates a valid and binding obligation of that party with the same force and effect as if the facsimile or ".pdf" signature page was an original.

The parties are signing this agreement as of the date set forth in the introductory clause.

County of McLean	City of Bloomington	Town of Normal
By: _____ County Board Chairman	By: _____ Mayor	By: _____ President, Board of Trustees
Attest:	Attest:	Attest:
By: _____ County Clerk	By: _____ City Clerk	By: _____ Town Clerk



December 31, 2020

Resolution Authorizing the Execution of an Agreement with Midwest Fiber Recycling for the Operation of a Drop Box Recycling Program and Authorizing a Proposed Budget Adjustment

Prepared By:	Wayne Aldrich, Public Works Director
Reviewed By:	Pamela S. Reece, City Manager
Staff Recommendation:	Approval
Attachments:	Proposed Resolution, Proposed Agreement, Proposal from Midwest Fiber

Community Impact:	The Solid Waste Management Plan and the Town’s Comprehensive Plan identify sustainability initiatives, such as recycling, as a community priority. Recycling diverts waste from the landfill and allows materials to be converted into new products, thus minimizing the need to consume natural resources.
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Budget Impact:	The Drop Box Program is included in the proposed FY 2021–2026 budget in Line Item 001-7025-432.20-10 an annual amount of \$50,000 per year. A budget adjustment of \$150,000 per year is recommended to cover the costs of the entire program. Upon execution of an Intergovernmental Agreement with City and County, this cost will be shared.
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Strategic Alignment:	Comprehensive Plan - Health and Sustainability Strategy HS2.2—Reduce Community Solid Waste Generation and Increase Recycling https://mcplan.org/plans-and-studies/comprehensive-planning/profile/town-of-normal-comprehensive-plan
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Twenty-Year Materials Resource Recovery and Management Plan (Solid Waste Master Plan) – Increase McLean County Recycling Rate
<https://ecologyactioncenter.org/wp-content/uploads/2018/04/2017%20McLean%20County%20ISWMP%20FINAL.pdf>

Background:

In 1982, the Town established five locations as recycling drop-off centers so that residents and others could drop off their sorted recyclable materials (paper, mixed containers, and cardboard). Through the years, the number of drop-off centers grew to 14 sites throughout the community, including two sites in Bloomington.

Supply and Processing Agreement

In 2013, when the Town began the curbside recycling program for Normal residents, the Town reduced the number of drop-off sites to eight, all located in Normal. At that time, the Town also executed a Supply and Processing Agreement with Midwest Fiber for the processing of all recycle materials from the curbside and drop-off programs. This greatly benefitted the Town as the materials could be hauled to the Midwest Fiber facility at 422 White Oak Road in Normal, which eliminated the need to transport these materials to vendors located in the Chicago area.

The Supply and Processing Agreement included a cost per ton for the processing of each type of recycle material. Processing included all costs associated with material handling, sorting, packaging, marketing, and shipping to end user manufacturers and other recyclers. Based on the end market of the material, a rebate or charge was assessed and applied to the monthly invoice.

From 2013 to 2018, the Town continued to service the eight drop-off centers seven days a week, collecting the drop boxes and delivering the materials to Midwest Fiber for processing.

During the Town Council budget discussions for FY 2018–2019, the Town Council supported discontinuing the drop box recycling program as part of a larger strategy to balance the FY2018-2019 budget. Elimination of the drop box program was projected to save \$155,000 per year in labor, equipment, fuel, maintenance, and container costs.

In January 2018, prior to Council adopting the FY2018-2019 budget, Town staff met with Midwest Fiber to determine options for the continuation of the drop box program. As a result of these discussions, Town staff and Midwest Fiber negotiated an agreement that would allow the continuation of the program for two years. Under this agreement Midwest Fiber assumed the drop box recycling program operation, including collection, transportation, and processing.

First Amendment

The First Amendment to the Supply and Processing Agreement was then approved by the Town Council on March 8, 2018, with provisions for Midwest Fiber to assume responsibility for the drop box program until May 7, 2020.

The general provisions for the continuation of the drop box program under the First Amendment were as follows:

1. Midwest Fiber would continue to operate a downsized drop box recycling program with only four (4) sites:
 - *Walmart at 300 Greenbriar Dr.*
 - *Chiddix Junior High School at 300 S. Walnut St.*
 - *University Center at 1101 N. Main St.*
 - *Jewel Osco at 901 S. Cottage Ave.*

2. The Town would assist Midwest Fiber in obtaining any necessary lease, license or other permission from the property owners hosting the drop box sites.
3. Midwest Fiber would accept all recyclable materials deposited at these sites.
4. Midwest Fiber would have exclusive rights to operate one of the Town's roll-off container trucks to pick up the drop box containers during the remaining life of the contract. The truck, designated A-26, was scheduled for replacement in 2019. At the end of the contract, the Town would transfer title of the container truck to Midwest Fiber at no cost. The trade-in value for this truck, at the end of this contract period, was estimated to be \$50,000.
5. During the term of this contract, Midwest Fiber would have the exclusive right to use up to 15 of the Town's existing drop-off containers. At the end of the contract term, the containers would then become the property of Midwest Fiber.
6. This arrangement would terminate with the expiration of the original agreement on May 7, 2020.

This arrangement anticipated the changing market for recycle materials. Prior to 2018, the world market for recycling allowed a rebate to the Town because the value of certain recyclable materials was higher. Since 2018, changes in the recycling market have required Midwest Fiber to charge the Town, as the cost to process the materials has exceeded the sales revenue. To accommodate this change, the First Amendment compensated Midwest Fiber for the continuation of the program by allowing the use of the roll-off container truck and the containers and transferring ownership of all to Midwest Fiber at the end of the two-year contract period.

Second Amendment

On April 20, 2020, the Town Council authorized a Second Amendment to the Supply and Processing Agreement. This agreement included the extension of the drop box program for 6 months. As the market for the recyclable materials has continued to decline, Midwest Fiber agreed to continue the operation of the drop box program under the general terms of the previous agreement with a charge of \$7,500 per month. This agreement included all logistical expenses and the processing of the material. As the market rates were not anticipated to fluctuate to a significant extent over this period, the monthly charges were set at a fixed rate with no fluctuations due to market changes. This extension of the drop box program expired on October 30, 2020.

November 2020 Extension

On November 2, 2020, the Town Council authorized an extension to allow additional staff time to coordinate/negotiate the continuation of the drop box recycling program with Bloomington and McLean County as partners. Midwest Fiber agreed to continue the collection and processing of the materials from the drop box program until December 31, 2020, under the same terms as the Second Amendment.

Intergovernmental Coordination

Based on a proposal received from Midwest Fiber on October 27, 2020, Town staff met with City of Bloomington and McLean County staff to discuss general provisions of an Intergovernmental Agreement (IGA). This meeting was positive, and based on the discussions, it appears that both Bloomington and McLean County staff will recommend IGA to their respective Council, committees, and board. Staff from City, County and Town are finalizing the IGA and we hope to bring a proposed agreement for consideration within 30 days.

Request for Proposals

As there were some concerns related to the “sole sourcing” of this work to Midwest Fiber, on December 3, 2020, Town staff issued a Request for Proposals (RFP) for the Operation of the Drop Box Recycling Program. The RFP was advertised in the Normalite and on the Town’s website. An announcement was also sent to five (5) waste/recycling vendors active in the community. Mr. Michael Brown, Director of the Ecology Action Center and McLean County Solid Waste Coordinator, assisted with contacting potential vendors in advance of the RFP issuance.

One proposal was received by the RFP due date of Friday, December 18, 2020, at 10 a.m. from Midwest Fiber Recycling.

Discussion:

The primary terms of the agreement are as follows:

Term

- 3 years beginning January 1, 2021 and continuing through December 31, 2023.

Collection

- Includes 7 days/week service at four drop sites throughout Bloomington and Normal. The site locations may be modified by agreement.
- Drop sites will include one container for paper products, one for cardboard, and one for mixed containers. Midwest Fiber will service the sites on as-needed basis.
- Midwest Fiber will maintain all equipment for the program.
- Midwest Fiber will transport recyclable material to their Material Recovery Facility (MRF) located at 422 South White Oak Road in Normal.
- Base Collection Fee: \$12,880 per month

The Town staff has performed an analysis of the labor, equipment and material expenses and found the proposed collection fees to be reasonable. These fees are also justified based on the Town’s experience with drop-box collection.

Processing

- Midwest Fiber will process the recyclable materials at their MRF located at 422 South White Oak Road in Normal and will continue to take the same materials as long as there is a viable recycling market.
- A processing fee will be charged for each material type. The proposed processing fees are as follows:
 - Mixed Paper: \$25.00 per ton
 - Cardboard: \$42.50 per ton
 - Mixed Containers: \$200.00 per ton
- A rebate will be provided for any material collected when the value of the processed material is greater than the processing fee for that material

- A charge will be added if the material value is less than the processing fee for that material. The processing fees and the method for determining the material market value is consistent with the method used in the existing curbside recycling program. The market values are checked on occasion on an open-book basis.

Termination

The Town can terminate the contract as follow:

- At any time if Midwest Fiber breaches the contract or discontinues accepting materials based on market conditions
- At any time if the IGA is not approved
- For any other reason in 2022 with a termination penalty of \$15,000
- For any other reason in 2023 with a termination penalty of \$7,500

The proposed IGA language will address these penalty provisions.

Budget Impacts

The proposed monthly fees for this program will include the base collection fee as adjusted based on the market value of the recyclable materials.

Town staff estimates an annual program cost of \$195,000. The proposed terms of the IGA will address cost-sharing with the City and County.

As the Town will be the lead agency and hold the contract with Midwest Fiber, it is necessary to include the entire annual program cost in the budget. It is expected that two-thirds of the cost will be reimbursed by the partner agencies on an annual basis, following execution of an IGA.

The Drop-Box Program is included in the proposed FY 2021–2026 budget in Line Item 001-7025-432.20-10 of the Public Works Waste Removal Division an annual amount of \$50,000 per year. A budget adjustment of \$150,000 per year (for a total budget of \$200,000 per year) is recommended to cover the costs of the entire program.

The recycle market has shown some improvement over the last year, and staff expects market rates will continue to improve and, therefore, result in lower monthly rates.

Recommendation

The staff recommends approval of this item based on the following:

1. Recycling allows materials to be converted into new products, thus minimizing the need to consume natural resources.
2. The Drop-Box Program continues to be a valuable community resource and represents over 40% of all recycling collected in the Town
3. The Drop-Box program is a viable recycling option for McLean County residents that do not have curbside recycle pickup or require bulk recycle options.
4. Approval of this agreement will allow the continued collection and processing of recyclable materials in Normal and will provide continued economic development by supporting a local business employing 80 - 100 people.

5. Midwest Fiber has agreed to honor the terms of this proposed agreement after December 31, 2020, until an IGA is executed or Council determines other action.

Keywords: Midwest Fiber, Processing, Drop-box, Recycling

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN AGREEMENT WITH MIDWEST FIBER
RECYCLING FOR THE OPERATION OF A DROP BOX RECYCLING PROGRAM
AND AUTHORIZING A PROPOSED BUDGET ADJUSTMENT

- WHEREAS, The Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs.
- WHEREAS, The Town issued a request for proposals for the operation of a drop box recycling program, and one proposal was received from Midwest Fiber Recycling.
- WHEREAS, It is in the best interests of the health, safety and welfare of the citizens of Normal to authorize an agreement with Midwest Fiber for the operation of a drop box recycling program.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

- SECTION 1. That the President is, hereby, authorized to execute a contract with Midwest Fiber Recycling for the operation of the drop box recycling program. The contract must be in substantially the form as attached as Exhibit 1.
- SECTION 2. A budget adjustment of \$150,000 is, hereby, approved.
- SECTION 3. That the Town Clerk is authorized and directed to attest the signature of the President on the document and retain a fully executed original in her office for public inspection.

ADOPTED this ____ day of _____, 2021.

APPROVED:

President of the Board of Trustees of the
Town of Normal, Illinois

ATTEST:

Town Clerk
(seal)

Introduction

Midwest Fiber Recycling is Central Illinois largest full-scale recycler, processing over 300,000,000 pounds of material annually. Midwest Fiber Recycling is a family-owned business specializing in the collection, processing and marketing of recyclable commodities with 30 years of industry experience. Midwest Fiber has facilities in Normal (Corporate Headquarters and Material Recovery Facility), Decatur, Springfield, Peoria, Urbana, Terre Haute (IN) and a service area that extends throughout the Midwest.

The company traces its history back to 1990 when current owner Ron Shumaker responded to a newspaper ad and purchased Decatur Recycle Paper Company in Decatur, Illinois. With great vision as well as with his sons Mike and Todd on board, they moved the operation to a 25,000 square foot building that offered them expanded processing capability. In 2001, the company purchased Weyerhaeuser Recycling in Normal, Illinois and formed Midwest Fiber Recycling. They continued to extend their positive impact with additional facilities in Peoria (2005), Springfield (2007), the addition of the state-of-the-art single stream Material Recovery Facility in Normal (2011), Terre Haute, IN (2015), and Urbana (2017).

Combined, Midwest Fiber Recycling has more than 300,000 square feet of processing and warehousing facilities on 35 acres. They are the local industry experts with three decades of experience in the direct processing and sale of recyclables.



Midwest Fiber Recycling, Normal, IL - Material Recovery Facility

There is no better candidate to support, collect, process, and partner with the Town of Normal for the Operation of the Drop Box Recycling Program than Midwest Fiber Recycling. We possess the facilities, essential equipment, critical processes, unique professionalism, and partnership mentality essential for the successful completion of this request.

Midwest Fiber Recycling sees their relationships with municipalities, haulers, and businesses as partnerships and seeks to give the best service and value as possible to those partners. Midwest Fiber hopes to continue to partner with the Town of Normal to keep the Operation of the Drop Box Recycling Program working well for all.

Service and Qualifications

Currently, Midwest Fiber is providing the collection and processing services for the Operation of the Drop Box Recycling Program at the 4 locations listed in the RFP. Midwest would agree to continue service through the end of January in the event this RFP is not voted on by the end of the contract period. As the current provider, all equipment is already in place, such as the vehicles and drop box containers, and the driver (and backups) have already been servicing and trained in the requirements of service, safety, cleanliness, and response times. Midwest Fiber has a track record of keeping the sites tidy, providing garbage containers and removing those waste materials. The collection boxes have recycling decals placed in easily visible locations that describe collection information and are replaced as needed. The recycle materials collected are in accordance with those laid out in Schedule 1 of Appendix 1 – Contract for Services. The materials collected are brought to Midwest Fiber's Material Recovery Facility (MRF) in Normal, IL for sorting, baling, and marketing the materials.

Collection Boxes are serviced daily, and some are serviced multiple times per day according to current schedules and use trends. As the Town enters into an IGA with the City of Bloomington and McLean County and sites are adjusted, collection schedules may change to best service collection boxes.

Midwest Fiber has a material tracking program, CieTrade, which tracks all inbound and outbound materials at our facilities. This program creates monthly and annual reports which detail material types, weights, dates of service, location serviced, and total cost for the material. Also available, is an online recycling portal to access all of the information as well as environmental benefits from recycling those materials.

If awarded, Midwest Fiber can provide all required Certificates of insurance and insurance requirements as set out in Section 9 of the Contract for Services. A W-9 will also be provided.

Local Experience

Midwest Fiber is located in McLean County, IL within the town limits of Normal. The processing facility is a roughly 200,000 square foot building near the corner of Hovey Ave and White Oak Rd. Midwest Fiber has put down roots in Normal, making this facility its Corporate headquarters, providing 80 full time local jobs. Since 2001, this facility has been processing and marketing recyclable materials from businesses and municipalities throughout central Illinois, including the City of Bloomington and the Town of Normal residential curbside recycle materials.

Cost

Base Collection Fee: \$12,880 per month

Term: 3 years beginning January 1st 2021.

Too include 7 days a week service at four agreed upon drop sites throughout Bloomington and Normal. Those sites to include one container for paper products, one for cardboard, and one for mixed container recycling and serviced on an as needed basis. Midwest will maintain all drop-off sites. Midwest to maintain all equipment associated with the drop off sites. Midwest will continue to take the same materials as long as there is a viable recycling market.

Material value determination:

Midwest will provide a rebate for any material collected when the value of the material is greater than the processing fee. This rebate will be applied to the base fee. Should the material value be less than the processing fee, the charge will be added to the base collection fee for monthly invoicing.

Mixed Paper

Processing Fee: \$25.00 per ton

Material Index: Pulp and Paper Weekly Mixed Paper (54)

Rebate formula: Mixed paper (54) – Processing fee = Net rebate or charge

Example for October 2020: \$35.00 - \$25.00= \$10.00 rebate per ton

Cardboard

Processing Fee: \$42.50. per ton

Material Index: Pulp and Paper Weekly OCC(11)

Rebate formula: OCC(11) – Processing fee = Net rebate or charge

Example for October 2020: \$55.00 - \$42.50= \$12.50 rebate per ton

Mixed Containers

Processing Fee: \$200.00 per ton

Material Index: See table below

Rebate formula: Table Value – Processing fee = Net rebate or charge

Example for October 2020: \$80.15 - \$200= \$ 119.85 charge per ton

Mixed Container Value Table

Material	Percentage
Steel Can	3.6%
AL Cans	3.0%
HDPE- Natural	4.0%
HDPE- Color	2.8%
PET	14.7%
Plastics #3,#4,#5,#7	5.8%
Glass	43.1%
Residuals	23.0%
Total	100%

October 2020 Example

Material	Percentage	Rate per ton	Extended Value
Steel Can	3.6%	\$90.00	\$3.24
AL Cans	3.0%	\$900.00	\$27.00
HDPE- Natural	4.0%	\$1280.00	\$51.20
HDPE- Color	2.8%	\$310.00	\$8.68
PET	14.7%	\$120.00	\$17.64
Plastics #3,#4,#5,#7	5.8%	\$0.00	\$0
Glass	43.1%	-\$38.45	-\$16.57
Residuals	23.0%	-\$48.00	-11.04
Total	100%		\$80.15

Exceptions

Midwest Fiber requests the early termination referenced in 13.2 to include early termination fees as outlined below.

Month 1-12	No early termination permitted
Month 13-24	\$15,000 early termination penalty
Month 25-36	\$ 7,500 early termination penalty

Contact Information

Todd Shumaker, Director of Procurement

tshumaker@midwest-fiber.com

██████████ – Cell
309.452.0064 ext 100
422 S. White Oak Rd.
Normal, IL 61761

Attachments

Appendix 2 – Vendor Certification

Appendix 3 – Disclosure Affidavit



CONSENT AGENDA ITEM NO. 8.H

FOR COUNCIL: February 22, 2021

SPONSOR: Parks, Recreation and Cultural Arts Department

WARD IMPACTED: Ward 6

SUBJECT: Consideration and action to approve the FY21 Illinois Department of Natural Resources Grant Agreement Award for the South American Phase 1 Exhibit at Miller Park Zoo, in the amount of \$750,000, as requested by the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION:

The proposed Grant Agreement 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 Parks, Recreation & Cultural Arts Department has been awarded a grant of \$750,000 by the Illinois Department of Natural Resources (IDNR) for fiscal year 2021. The grant will provide the bulk of funding for the South American exhibit at Miller Park Zoo. The Miller Park Zoological Society will provide another \$250,000 towards the project. The building and public exhibit structures have been designed and the project is planned for bidding this spring of 2021.

City staff are 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 a grant has been awarded the City to build a new exhibit aligned with the Miller Park Zoo Master Plan. Per the Parks, Recreation & Cultural Arts Department, the City will be reimbursed the full amount of the project via the INDR grant of \$750,000 and \$250,000 from the Miller Park Zoological Society.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The IDNR grant of \$750,000 will cover 75% of the estimated cost with the Miller Park Zoological Society covering the remaining 25% or \$250,000. For stakeholders, this project is included in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 76, 248, 267, 277 and 278 within the Capital Improvement Fund.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeff Kohl, Parks Project Manager

Reviewed by:



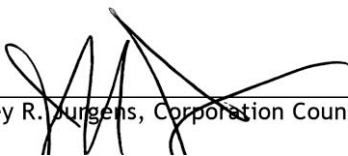
Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

2/9/2021



Chris Tomerlin, Budget Manager

2/10/2021



Jeffrey R. Jurgens, Corporation Counsel

2/12/2021



Tara Henry, Legislative Assistant

2/17/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PRCA 1B MC 20-317 IDNR Grant Agreement

GRANT AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
AND
CITY OF BLOOMINGTON**

The Illinois Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield, IL 62702-1271
and City of Bloomington (Grantee), with its principal office at 1020 South Morris Avenue, Bloomington, IL 61701
and payment address (if different than principal office) at _____
hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties"
or individually as a "Party."

PART ONE – THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that is Grantee's correct DUNS number, that N/A is Grantee's correct UEI, if applicable, that is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- | | |
|--|---|
| ☐ Individual | ☐ Pharmacy (Non-Corporate) |
| ☐ Sole Proprietorship | ☐ Pharmacy/Funeral Home/Cemetery Corp. |
| ☐ Partnership | ☐ Tax Exempt |
| ☐ Corporation (includes Not for Profit) | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Medical Corporation | ☐ P = partnership |
| ☒ Governmental Unit | ☐ C = corporation |
| ☐ Estate or Trust | |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be \$750,000.00 of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A the federal awarding agency is N/A and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 422-94-1164. The State Award Identification Number is MC 21-.

1.4 Term. This Agreement shall be effective Upon full execution and shall expire 2 years from execution unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Department of Natural Resources

City of Bloomington

By: Signature of Director of IDNR

By: Signature of Authorized Representative

By: Signature of Designee

Date: Printed Name:
Printed Title:

Date: Printed Name: Colleen Callahan
Printed Title:
Designee

E-mail:

By: Signature of Chief Financial Officer

Date: Printed Name: Brad Colantino

By: Signature of Chief Counsel

Date: Printed Name: Renee Snow

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

- (a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.
- (d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5 Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“DUNS Number” means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.

“GATU” means the Grant Accountability and Transparency Unit of GOMB.

“GOMB” means the Illinois Governor’s Office of Management and Budget.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“OMB” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Program Income” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the state of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Unique Entity Identifier” or “UEI” means the unique identifier assigned to the Grantee by SAM.

ARTICLE IV PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000. 440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4 Payments to Third Parties. Grantee agrees to hold harmless Grantor when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith if it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8 Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee(or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any further expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 III. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 III. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 III. Admin. Code 7000.420(d)

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILSCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9 Federal Requirements. All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10 Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.11 Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 Certifications. Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5 and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(u) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333, or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c), 44 Ill. Admin. Code 7000.90.

15.2 Consolidated Year-End Financial Reports.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3 Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends in excess of \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4 "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards), from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and State Awards singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly traded company, Grantee is not subject to the single audit or program-specific audit requirements but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6 Delinquent Reports. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

- (i) Pursuant to a funding failure under Paragraph 4.1;
- (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;
- (iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or
- (iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5 Effects of Suspension and Termination.

- (a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
- (b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination and shall cancel as many outstanding obligations as possible.
- (c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:
 - (i) Grantor expressly authorizes them in the notice of suspension or termination;
 and
 - (ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
REORGANIZATION AND BOARD MEMBERSHIP**

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4 Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1 Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

25.1 Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the state of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee’s use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

ARTICLE XXVI MISCELLANEOUS

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence.

- (a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.
- (b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

South America – Phase I

The purpose of this Agreement is to set forth the terms and conditions, in consideration for and by which IDNR promises to pay to the Grantee the fund assistance amount specified on the first page of this agreement, as part of the Public Museum Capital Grants Program.

This grant is funded through the Public Museum Capital Grants Program. It is funded 100% up to the maximum grant amount.

This project will provide a new set of animal exhibits for the Miller Park Zoo including Giant Anteater, Galapagos Tortoise, and Bush Dog exhibits. The new exhibits will provide clear views to the animals over dry mores and no longer limited by mesh enclosures. Windows for viewing into winter enclosures are part of the exhibit design.

EXHIBIT B

DELIVERABLES OR MILESTONES

This grant is funded through the Public Museum Capital Grant Program. It is at the following levels: 33.33%; 50%; or 100% through the Public Museum Capital Grant Program. This grant project is funded at 100% up to the maximum grant amount.

The Implementation and Billing Requirement Packet is incorporated into this Exhibit B1 as a separate attachment (labeled Exhibit B1).

Project billings shall be submitted at 50% and/or 100% project completion unless otherwise approved by IDNR.

Deliverables/Milestones will be the completed project components as presented in the original application (attachment labeled Exhibit B2*) or an approved project scope change. They will be reported as directed in the Implementation and Billing Packet (Exhibit B1).

Refer to your project application for the deliverables and milestones that are to be completed. (MC/DOC-1, MC/DOC-3, MC/DOC-4, Construction Schedule, etc.)

The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)). The grantee must submit status reports on the first day of the next existing quarterly schedule (Jan, April, July & Oct) beginning with the quarter immediately following the project effective date.

*Exhibit B2 also includes the approved project budget

EXHIBIT C

PAYMENT

Grantee shall receive up to \$750,000.00 under this Agreement.

Enter specific terms of payment here:

1. This grant is funded through the Public Museum Capital Grants Program (PMC). It is funded up to the percentage indicated in Exhibit B through PMC with any remaining funds to be covered by the Grantee. A project shall be deemed eligible for grant payment when the Grantee submits a project billing form with additional required documentation (Exhibit B1) seeking grant reimbursement which is approved for payment by the Department.
2. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the Public Museum Capital Grants program, as set out in 23 Ill. Adm. Code 3200.5 *et seq.* It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds issued by the State.
3. Payment to the Grantee will be made as a reimbursement for eligible expenses following submission to the IDNR of a certified billing request listing all funds expended, and including any other documentation required by the administrative rules (see 23 Ill. Adm. Code 3200.80 and this grant agreement).
4. In order to induce IDNR to pay the aforesaid funds, the Grantee promises to complete the project as described in this Agreement, to operate and maintain the project site in accordance with the terms of this Agreement, and to pay any and all costs associated with the project in excess of the specified State obligation for grant funding assistance.
5. Billing requests are eligible for grant reimbursement at the 50% and 100% project completion levels. Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement.
6. Bid Specifications must include the requirement that contractors and subcontractors pay state prevailing wages. For the specific requirements, review the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).
7. **Illinois Works Jobs Program Act (30 ILCS 559/20-1 *et seq.*):** For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.
8. All requirements of the Implementation and Billing Packet (Exhibit B1) must be followed.
9. Request for reimbursement must be submitted to the IDNR grant administrator as soon as possible after the completion of the project, or ending date as indicated in the Project Agreement. Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves the IDNR from further payment obligations on the grant.
10. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of the IDNR.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Drew Jenkins
 Title: Conservation Grant Administrator
 Address: One Natural Resources Way, Springfield, IL 62702-1271
 Phone: (217) 782-4426
 TTY#: _____
 Fax#: (217) 558-4192
 E-mail Address: andrew.jenkins@illinois.gov

GRANTEE CONTACT

Name: Jay Tetzloff
 Title: Zoo Director
 Address: 1020 South Morris Avenue, Bloomington, IL 61701
 Phone: (309) 434-2250
 TTY#: _____
 Fax#: (309) 434-2823
 E-mail Address: jtetzloff@cityblm.org

Additional Information:

Name: _____
 Title: _____
 Address: _____
 Phone: _____
 TTY#: _____
 Fax#: _____
 E-mail Address: _____

EXHIBIT E

PERFORMANCE MEASURES

Following all methods and standards as required by state and federal laws and regulations, this project will make project specific recreation available to members of the general public by accomplishing the following items:

Providing community members with the South America – Phase I project, an area that can be utilized by members of the general public for educational and recreational use.

EXHIBIT F

PERFORMANCE STANDARDS

Completion of this project will allow citizens of McLean County and others from the general populace recreational opportunities by providing the South America – Phase I project for educational and recreational use.

Timely completion of this project will satisfy the requirements of the IDNR.

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ICQ Section: 03-Financial and Regulatory Reporting (2 CFR 200.327)

Conditions: Requires more detailed reporting;

Risk Explanation: Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

How to Fix: Implementation of new or enhanced system, mitigating controls or a combination of both.

Timeframe: One year.

ICQ Section: 06-Audit (2 CFR 200.500)

Conditions: Requires desk review of the status of implementation of corrective actions;

Risk Explanation: Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.

How to Fix: Completion of corrective action plan implementation.

Timeframe: When corrective action is complete.

ICQ Section: 09-Procurement Standards (2 CFR 200.317 - 326)

Conditions: Requires additional prior approvals;

Risk Explanation: Medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.

How to Fix: Implementation of corrective action including new or enhanced controls over procurements of activities.

Timeframe: One year from the implementation of corrective action.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

[Here is where the Grantor lists its specific requirements. Numbering should continue from **PART ONE**, so the first Article of PART TWO should be Article 27 and the first paragraph should be 27.1.]

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 13.3(a), 14.1, 14.3, 15.2 19.1 and 24.1 for information that may be required in this **PART TWO**.]

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- 27.1 The Cash Management requirements and Interest requirements listed in Paragraphs 4.3 and 4.6 of PART ONE respectively do not apply as there are no federal funds as part of this agreement to the Grantee, and it is paid as reimbursement of prior project expenditures.
 - 27.2 Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder and may result in debarment for two grant cycles.
 - 27.3 The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of the IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of the Department under this Agreement.
 - 27.4 Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under the IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with the Department as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.
 - 27.5 The Department requires that all projects be completed by the date specified in the Project Agreement. The Grantee should ensure that all bidders are aware of the expected completion date by specifying the expected project construction start date and completion date in the bid specifications package. Extensions to the ending date will not be allowed unless the Grantee can prove to the Department that a delay in project execution was beyond the Grantee's control.
 - 27.6 Conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders.

If the change order involves i) the total deletion of an identified project component, ii) the addition of a new component for which reimbursement will be sought or iii) exceeds \$10,000 in value as an addition or subtraction, the Grantee must receive prior written IDNR approval. Failure to obtain prior approval will result in the amount of the change order being disallowed (pursuant to 720 ILCS §5/33E-9).

For change orders in excess of \$10,000, written assurance must be provided to the IDNR by the Grantee that i) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or ii) the change is germane to the original contract as signed, or iii) the change order is in the best interest of the unit of State or local government and authorized by law.

- 27.7 All documentation in exhibit B1 is required for project billing requests.

- 27.8 The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the IDNR and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

- 27.9 In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as may be required to complete the project. Failure to obtain any required permit or approval may jeopardize PMC grant reimbursement and/or cause debarment.

- 27.10 The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the IDNR or its representative, the Grantee shall be responsible for repayment of such costs.

- 27.11 This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.

- 27.12 This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*).

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

[Here is where the Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules. Numbering should continue from **PART TWO**.]

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 14.1, 14.3, 15.2, 19.1 and 24.1 for information that may be required in this **PART THREE**.]

28.1 The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee to develop museum quality recreational facilities that are open and accessible to the public in Illinois.

28.2 Project Signage and Publicity: The Grantee agrees to provide acknowledgment of the role of the Public Museum Capital Grants Program in the project. This can be done by signage in an appropriate location or with IDNR approval by written acknowledgment in a public document produced by the Grantee. The acknowledgment shall incorporate the following language:

"PUBLIC MUSEUM CAPITAL GRANTS PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES, ILLINOIS STATE MUSEUM

28.3 50% of the labor hours on the project must be performed by actual residents of the State of Illinois (20 ILCS 805/805-350).

28.4 **Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.):** For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

28.5 In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as may be required to complete the project. **Failure to obtain any required permit or approval may jeopardize Public Museum Capital Grant reimbursement and/or cause debarment.**

28.6 The IDNR and the Grantee agree to perform this Agreement in accordance with the Public Museum Capital Grants Program, as amended (20 ILCS 801/1-25(7)); with the rules promulgated pursuant to that Act (23 IL Adm. Code 3200.5 et seq.); and, with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement.

28.7 Grantee will complete project construction in accordance with all laws of the State of Illinois governing purchases and procurement by the local Grantee.

28.8 This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.

28.9 This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act

(705 ILCS 505/1 *et seq.*).

- 28.10** All facilities constructed with state PMC assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards and the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 *et seq.*) and the regulations thereunder (28 CFR 35.130).
- 28.11** All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints, website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.
- 28.12** To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sub-licensable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.
- 28.13** Grantee shall provide to all employees and agents of Grantee who might otherwise be entitled to claim any authorship or ownership or IP interest in such Public Materials (including but not limited to architects, photographers, graphic designers, web designers, sculptors, and contractors) a copy of this clause and shall obtain such employees' and agents' acknowledgment and agreement (1) that any employee or non-employee's contributions to any such Public Materials shall be considered Grantee property and/or works for hire, and (2) that to the extent that the Public Materials are not so considered, that all such contributors assign their rights therein, whether under patent, copyright, trade secret, or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Grantee such that Grantee can effectively grant the above-described license. Grantee shall allow IDNR full access to the project site and materials, both during the grant term and after completion, for documentation, inspection, publicity, photography, promotion, or similar purposes.

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Agency Completed Section

1. Type of Submission: Pre-application ☒ Application ☐ Change/Corrected Application ☐
2. Type of Application: New ☒ Continuation (i.e. multiple year grant) ☐ Revision (modification to initial application) ☐
3. Completed by State Agency upon Receipt of Application

RECEIVED

APR 30 2020

Date Received by State: _____ Time Received by State: _____

4. Name of the Awarding State Agency: Illinois Department of Natural Resources

*Dept. of Natural Resources
Grant Management & Assistance*

5. Catalog of State Financial Assistance (CSFA) Number: [REDACTED]

6. CSFA Title: Public Museum Capital

Catalog of Federal Domestic Assistance (CFDA)

☒ Not Applicable

7. CFDA Number: _____

8. CFDA Title: _____

9. CFDA Number: _____

10. CFDA Title: _____

Funding Opportunity Information

11. Funding Opportunity Number: 2020.MUSEUM

12. Funding Opportunity Title: FY20 Public Museum Capital Grant Program

13. Funding Opportunity Program Field: _____

Funding Opportunity Information

☒ Not Applicable

14. Competition Identification Number: _____

15. Competition Identification Title: _____

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant Completed Section

Applicant Information

16. Legal Name (Name used for Data Universal Number System (DUNS) registration and grantee pre-qualification):

City of Bloomington (Miller Park Zoo)

17. Common Name (Doing Business As-DBA): City of Bloomington (Miller Park Zoo)

18. Employer/Taxpayer Identification Number (EIN, TIN):

19. Organizational Data Universal Number System (DUNS) Number:

20. Federal System for Award Management Commercial And Government Entity Code (SAM Cage Code): 3UTRA

21. Business Address:

Street: 109 East Olive Street

City: Bloomington State: IL County: McLean Zip+4: 61701-5217

Applicant's Organization Unit

22. Department Name: Bloomington Parks, Recreation and Cultural Arts

23. Division Name: Miller Park Zoo

Applicant's Name and Contact Information for Person to be Contacted for Program Matters involving this Application

24. First Name: Jay 25. Last Name: Tetzloff 26. Suffix: Mr.

27. Title: Zoo Director

28. Organizational Affiliation: Staff

29. Telephone Number: 309-434-2825 30. Fax Number: 309-434-2823

31. E-mail Address: jtetzloff@cityblm.org

Applicant's Name and Contact Information for Person to be Contacted for Business/Administrative Office Matters involving this Application

32. First Name: Jay 33. Last Name: Tetzloff 34. Suffix: Mr.

35. Title: Zoo Director

36. Organizational Affiliation: Staff

37. Telephone Number: 309-434-2825 38. Fax Number: 309-434-2823

39. E-mail Address: jtetzloff@cityblm.org

Areas Affected

40. Areas Affected by the Project (cities, counties, state-wide):

Bloomington, Normal, McLean County and surrounding Central Illinois Region

41. Legislative and Congressional Districts of Applicant:

88, 13

42. Legislative and Congressional Districts of Program/Project:

44, 88, 13

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant's Project

43. Description Title of Applicant's Project (Text only for the Title of the Applicant's Project):

South America - Phase I

44. Proposed Project Term:

Start Date: April 1, 2020

End Date: March 31, 2022

45. Estimated Funding (include all that apply):

☒ Amount Requested from the State:

\$750,000.00

☐ Applicant Contribution (e.g., in kind, matching):

☒ Local Contribution:

\$250,000.00

☐ Other Source of Contribution:

☐ Program Income:

Applicant Certification:

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001)

The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity.

☒ I Agree

Authorized Representative

46. First Name: Tim 47. Last Name: Gleason 48. Suffix: Mr.

49. Title: City Manager

50. Telephone Number: 309-434-2210 51. Fax Number: 309-434-2802

52. E-mail Address: rgleason@cityblm.org

53. Signature of Authorized Representative:

Date Signed - Authorized Representative:

[Signature] 4/17/20



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

State Agency: IL Department of Natural Resources

Organization Name: Miller Park Zoo—City of Bloomington

Notice of Funding
Opportunity (NOFO) Number: FY20MUSUEM

Data Universal Number System (DUNS) Number (enter numbers only):

Catalog of State Financial Assistance (CSFA) Number:

CSFA Short Description: Public Museum Capital

Section A: State of Illinois Funds

Fiscal Year: 01/01/2020

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	750,000.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Service)	200.459	\$	
8. Construction		\$	750,000.00
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	750,000.00
17. Total Indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	750,000.00

Instructions
found at end of
document.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Miller Park Zoo—City of Bloomington

NOFO Number: FY20MUSUEM

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

- ☐ 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (if this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

- ☐ 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate Information in area designated below.)**

- ☐ 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

- ☐ 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

- ☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

- ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

- ☐ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: _____ To: _____

Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base is: _____



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Miller Park Zoo--City of Bloomington

NOFO Number: FY20MUSUEM

Section B: Non-State of Illinois Funds

Fiscal Year: 01/01/2020

REVENUES		Total Revenue
Grantee Match Requirement %: (Agency to Populate)		
b) Cash		\$
c) Non-Cash		\$
d) other Funding and Contributions		\$
Total Non-State Funds (lined b through d)		\$

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$
2. Fringe Benefits	200.431	\$
3. Travel	200.474	\$
4. Equipment	200.439	\$
5. Supplies	200.94	\$
6. Contractual Services and Subawards	200.318 & 200.92	\$
7. Consultant (Professional Services)	200.459	\$ 100,000.00
8. Construction		\$ 150,000.00
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$
11. Telecommunications		\$
12. Training and Education	200.472	\$
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$
15. B. Grant Exclusive Line Item(s)		\$
16. Total Direct Costs (add lines 1-15)	200.413	\$ 250,000.00
17. Total Indirect Costs	200.414	\$
Rate %:		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$ 250,000.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Miller Park Zoo—City of Bloomington	NOFO Number: FY20MUSUEM
Data Universal Number System (DUNS) Number (enter numbers only) :	Fiscal Year: 01/01/2020
Catalog of State Financial Assistance (CSFA) Number:	CSFA Short Description: Public Museum Capital

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Miller Park Zoo—City of Bloomington	City of Bloomington
Institution/Organization Name:	Institution/Organization Name:

Director of Finance	City Manager
Title (Chief Financial Officer or equivalent):	Title (Executive Director or equivalent):

Scott Rathbun	Tim Gleason
Printed Name (Chief Financial Officer or equivalent):	Printed Name (Executive Director or equivalent):

Signature (Chief Financial Officer or equivalent):	Signature (Executive Director or equivalent):

Date of Execution (Chief Financial Officer):	Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.
4-digit extension if applicable:

Sub-recipient DUNS: Sub-recipient Parent Company DUNS:

Sub-recipient Name:

Sub-recipient DBA Name:

Sub-recipient Street Address:

City: State: Zip-Code: Congressional District:

Sub-recipient Principal Place of Performance:

City: State: Zip-Code: Congressional District:

Contract Number (if known): Award Amount: Project Period: From: Project Period: To:

State of Illinois Awarding Agency and Project Detail Description:

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐ If Yes, must answer Q2 below. No ☐ If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes ☐ If Yes, must provide the data. Please fill out the rest of this form. No ☐ If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:

GOMBGATU-3002-(R-02-17)



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant—Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
						Add Delete
State Total						
To Be Determined	Construction Oversight	\$100,000.00	Project	1	\$100,000.00	Add Delete
NON-State Total						
Total Consultant Services (Fees)						

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add Delete
State Total							
NON-State Total							Add Delete
Total Consultant Expenses							

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")

Other funding—Project has been designed so consultant will be hired for construction oversight.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
Exhibit and Holding Building Construction	Permanent Construction of Exhibit and Holdings	\$750,000.00	Add
			Delete
	State Total	\$750,000.00	
Exhibit and Holding Building Construction	Permanent Construction of Exhibit and Holdings	\$122,500.00	Add
			Delete
Landscaping	Plants, Topsoil, and Mulch	\$20,000.00	Add
			Delete
Interpretive Graphics	Educational Animal Graphic Signs	\$7,500.00	Add
			Delete
	Non-State Total	\$150,000.00	
	Total Construction	\$900,000.00	
Construction Narrative (State):			
A construction company will be hired to build the animal exhibits and holding building.			
Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")			
Other funding—Construction company contract, landscaping and interpretive graphics educating the public.			



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)		\$100,000.00	\$100,000.00
8. Construction	\$750,000.00	\$150,000.00	\$900,000.00
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
	State Request	\$750,000.00	
	Non-State Amount	\$250,000.00	
TOTAL PROJECT COSTS			\$1,000,000.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: Miller Park Zoo—City of Bloomington

Data Universal Number System (DUNS) Number (enter numbers only) :

Notice of Funding
Opportunity (NOFO) Number: FY20MUSUEM

Catalog of State Financial Assistance (CSFA) Number:

CSFA Short Description: Public Museum Capital

Fiscal Year(s):

Initial Budget Request Amount:

Prior Written Approval for Expense Line Item:

Statutory Limits or Restrictions:

Checklist:

Final Budget Amount Approved:

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

Budget Revision Approved:

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

\$200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



**Illinois Department of
Natural Resources**

**PUBLIC MUSEUM CAPITAL
GRANTS PROGRAM**

**Implementation & Billing
Requirements**

IL Department of Natural Resources
Office of Grant Management and Assistance
One Natural Resources Way
Springfield, IL 62702
Telephone: 217/782-7481
Fax: 217-782-9599

Revised November 2020

**PROJECT COMPLIANCE INSTRUCTIONS
AND
BILLING PACKET INFORMATION**

In this packet, you will find necessary information and instructions to properly implement an approved Public Museum Capital Grants Program (PMC) project with the Illinois Department of Natural Resources (IDNR). **PLEASE READ THOROUGHLY!** Failure to comply with these instructions can jeopardize grant reimbursement.

GENERAL

1. To maintain eligibility for grant reimbursement, the Grantee must satisfactorily complete ALL approved project components as specified in the signed Project Agreement. Any changes (additions or deletions) to the project scope must be approved by the IDNR prior to implementation in order to maintain overall eligibility for grant reimbursement. Any Change Order +/- \$10,000 not approved by the IDNR will not be eligible for grant reimbursement.
2. Projects cannot incur and costs against the grant funded project with the exception of A&E work prior to receipt of an approved CERP form and a fully executed grant agreement. Project may lose funding eligibility if costs are incurred prior to receipt of both items.
3. Project construction must be completed by the Grantee in accordance with all laws of the Local Unit of Government indicated on form MC/DOC-1 #5 including any applicable State of Illinois purchase and procurement laws.
4. In-house engineering and administration, force account labor and force account materials are NOT reimbursable under the PMC grant program.
5. All facilities constructed with State PMC assistance must be designed to accommodate full accessibility as per the Illinois Accessibility Code standards and the Americans with Disabilities Act (ADA).
6. The approved PMC development project must be completed and ready for final acceptance by IDNR staff AND all project costs for which reimbursement is expected must be incurred no later than the expiration date specified on the signed Project Agreement. Failure to have approved project components completed by the specified project expiration date could jeopardize approved grant reimbursement on the project.
7. In connection with and prior to the construction, and thereafter the subsequent operation and maintenance of the PMC-assisted facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, from, but not limited to, the following. (Failure to do so can jeopardize grant reimbursement.)
 - a. IL Dept. of Natural Resources regarding "Interagency Wetlands Policy Act" (20 ILCS 830); "State Endangered Species Act" (520 ILCS 10/11); cultural resource impacts (20 ILCS 3410/9, *coordinated with the IL Historic Preservation Agency*); and impacts to state waterways (615 ILCS 5/5).
 - b. Local Building or Zoning Agencies or Boards, where applicable.
8. Project Status Reports must be submitted each January 1st, April 1st, July 1st, and October 1st throughout the duration of project implementation (i.e., until the project's reimbursement request is submitted to the Illinois DNR). These progress reports should be forwarded to the IDNR Grant Administrator assigned to the project.
9. Please contact the DNR Grants staff at 217/782-7481 if you have any questions as you proceed with project implementation regarding program requirements.

OPEN COMPETITIVE BIDDING

1. EXCEPT as noted below in items #2 and #4, all open competitive bidding for PMC projects shall be done in accordance with the Grantee's statutory requirements governing public procurements. PMC projects are possible through the sale of public bonds and therefore require the use and oversight of a public body's procurement guidelines to ensure the proper stewardship of these funds. This will require the use of the procurement policies of the local unit of government identified in the PMC application. (MC DOC-1 #5)
2. You will need to incorporate the Illinois Works Jobs Program Act requirements into this project. Those requirements can be found here:
<https://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=003005590HArt%2E+20&ActID=3995&ChapterID=7&SeqStart=200000&SeqEnd=1200000>
3. The Grantee shall encourage "minority" business firms to submit bids on the approved project and successful contract bidders to utilize minority businesses as sub-contractors for supplies, services, and construction. This stipulation should be noted in all bid solicitation notices.
4. The bid proposal forms should be structured for flexibility. This can usually be done most effectively with add/deduct alternates and bidding the work by specific/distinct work elements.

The instructions to bidders in the Bid Specifications should clearly indicate what constitutes a valid bid and how the contract/bid will be awarded (lowest responsible/qualified bidder for all work items versus individual work items; base bid and selected bid alternates versus base bid separate from bid alternates, etc.). It should also specify whether substitutes will be accepted and if scope of individual work elements can be modified.

In general, the *Instructions and General Conditions* section of the Bid Specifications should, at a minimum, address the following items:

- . Bid Opening Date
- . Number of days Bid must be held
- . Bid, Performance and Payment Bond/Security Requirements
- . Contractor Insurance Requirements
- . Completion date and if liquidated damages occur for late completion
- . Terms of Payment to Contractor
- . Schedule of quantities/material list and Unit Costs
- . If a Bid is for material or product supply only, a specific name brand cannot be specified WITHOUT also stipulating the phrase "or approved equal" will be accepted. Also, specifications for a particular product or material being bid cannot be written in such detail so as to prevent an open and competitive bidding situation.

Bid Specifications must include the requirement that contractors and subcontractors pay State Prevailing Wages. For the specific requirements, review the Prevailing Wage Act (820 ILCS 130/0.01-12).

Remember, the IDNR requires that all projects be completed by the date specified in the Project Agreement. The Grantee should ensure that all bidders are aware of the expected completion date by specifying the expected project construction start date and completion date in the bid specifications package. Extensions to the ending date will not be allowed unless the Grantee can prove to IDNR that a delay in project execution was beyond the Grantee's control.

5. In certain instances, conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. If the change order involves 1) the total deletion of an identified project component, 2) the addition of a new component for which reimbursement will be sought or 3) exceeds \$10,000 in value (including deductions), the Grantee must receive prior written Illinois IDNR approval. Failure to obtain prior approval will result in the amount of the change order being disallowed. (pursuant to 720 ILCS 5/33E-9 of the Criminal Code of 1961). For change orders in excess of \$10,000 written assurance MUST BE provided to the Illinois

IDNR by the Grantee (1) the circumstances said to necessitate the change in performance were not reasonable foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the unit of State or local government and authorized by law.

NO-BID CONTRACTS LABOR GUIDELINES

1. Project construction can be completed by means of individual small non bid contracts following the Grantee's procurement requirements. PMC projects are possible through the sale of public bonds and therefore require the use and oversight of a public body's procurement guidelines to ensure the proper stewardship of these funds. This will require the use of the procurement policies of the local unit of government identified in the PMC application.
2. The value of donated material, labor and equipment to a project **IS NOT** grant eligible nor is the purchase of non-consumable items (tools, etc.) necessary to complete project work.

PROJECT BILLING REQUIREMENTS

1. Billing requests for grant reimbursement will be processed at the 50% (if requested) and 100% project completion levels. Only costs incurred during the specified project period dates indicated on the signed Project Agreement and necessary to complete the approved project components are eligible for grant reimbursement. The 50% completion level is determined by the Gantt chart submitted with your signed agreement and is based on project completion not financial expenditures. The Grantee may bill only once at the 100% completion level if the Grantee chooses.
2. **All of the following documentation is required to be presented to the IDNR with any project billing request.** Failure to provide **any** of these 7 items will result in a delay in processing your payment:

- a. Completed "Project Billing Form" signed and dated with attestation completed.
- b. Completed "Project Billing Performance Report" submitted with reimbursement documents.
- c. A "Schedule of Professional Services and of Publicly Bid Contracts" (Attachment B) (including A & E work, construction and material/equipment purchase contracts) and associated contract change orders (if applicable), issued pursuant to the approved PMC project for which grant reimbursement is claimed. The schedule should list the following: contractor or A/E firm name, project element completed by contract, contract amount and, if applicable, an itemized listing of any contract change orders(+/-).;

And

A "Schedule of Project Expenditures" (Attachment C) incurred pursuant to the approved PMC grant project for which all grant reimbursements are claimed. *The schedule/spread sheet must contain a certification statement signed by the Grantee's chief fiscal officer and chief administrator or Fiscal Officer attesting to the accuracy of the information.*

These schedules shall list, at a minimum, information shown in the example on Attachment B & C.

- d. Agreed Upon Procedures Report from CPA firm, including applicable schedules. Costs claimed on the "Project Billing Form" must be reviewed and attested to by an independent CPA* in accordance with the *Statement on Standards for Attestation Engagements* as established by the American Institute of Certified Public Accountants. The independent Attestation will be based on the "Agreed Upon Procedure" developed by IDNR and identified on Attachment A. **This is a completely separate audit requirement than detailed in section F.4. of your agreement and is necessary for your billing.**

NOTE: The cost of having the independent attestation of the Project Billing conducted is considered an eligible project cost and may be claimed for grant reimbursement. Submit invoice from accounting firm and proof of payment.

- e. A general drawing/sketch of completed project work (must be no larger than 11" x 17"). If billing at 50% project completion and drawings are not applicable, a narrative of work completed to date should be submitted.
 - f. Proof of Public Museum Capital Grants Program acknowledgment (e.g., photo of sign or donor plaque at site or copy of museum brochure or other means indicating IDNR grant assistance). **This requirement is due at the time the final billing is requested.**
 - g. Photos of completed project elements.
3. Final request for reimbursement must be submitted to the IDNR grant administrator as soon as possible after the completion of the project, or ending date of the Project Agreement.

*It is recommended that the CPA firm that conducts the Grantee's regular agency-wide audit be used for this purpose.

BILLING REQUIREMENTS CONTINUED

Information the Grantee will need to provide the CPA (auditor) in order to have the independent Billing Attestation efficiently completed according to the established "Agreed Upon Procedures", Attachment A of the agreement:

1. Copy of the signed Project Agreement and any amendments executed thereto;
2. A spread sheet or schedule of all professional services (A/E) contracts and publicly bid construction and material/equipment purchase contracts and associated contract change orders (if applicable), issued pursuant to the approved PMC project for which grant reimbursement is claimed (the "Schedule of Professional Services and Publicly Bid Contracts" Attachment B);

The schedule should list the following: contractor or A/E firm name, project element completed by contract, contract amount and, if applicable, an itemized listing of any contract change orders(+/-). **The schedule shall list, at a minimum, information shown in the example on Attachment B of your grant agreement.**

3. Proof of bid advertisement for all publicly bid construction and material/equipment purchase contracts.
4. Copy of Bid Tabulation for each publicly bid construction and material/equipment purchase contract.
5. (If applicable) Justification for and proof of Board action, approving the awarding of any project construction and material/purchase contract to someone other than a low bidder.

A "Schedule of Project Expenditures" (Attachment C) incurred pursuant to the approved PMC grant project for which grant reimbursement is claimed. **The schedule shall list, at a minimum, information shown in the example on Attachment B of your grant agreement. The schedule/spread sheet must contain a certification statement signed by the Grantee's chief fiscal officer and chief administrator or Fiscal Officer attesting to the accuracy of the information. The schedule shall list, at a minimum, information shown in the example on Attachment B of your grant agreement.**

6. A copy of applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases for the unit of local government who was identified in the PMC application (MC DOC-1 #5).

You may find it helpful to provide a copy of this Implementation and Billing packet to your CPA for use as a reference during their review and to be certain they have everything necessary to perform the work being required by this grant.

RECORD RETENTION / AUDIT REQUIREMENTS

A. RECORD RETENTION

As stipulated in Item V(a) of the General Provisions of the grant Project Agreement, the local Grantee (fiscal agent) must maintain, for a minimum three (3) year period following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the Illinois DNR and/or the State of Illinois, Auditor General, for auditing at reasonable times. Failure by the Grantee (fiscal agent) to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

B. AUDIT REQUIREMENTS

All audit requirements are specified in your grant agreement under Article XV "Audit Requirements". You will need to review this section carefully.

(It is important to inform your auditors that PMC grant funds are State grant funds, not Federal funds.)

This is a completely separate audit requirement than detailed in Attachment A of Exhibit B1 of your grant agreement.

C. AUDIT RESOLUTION

The Grantee (fiscal agent) shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the Illinois DNR or its representative, the Grantee shall be responsible for repayment of such costs.

**ILLINOIS PUBLIC MUSEUM CAPITAL GRANT PROGRAM
BILLING CHECKLIST**

- ☐ Project Billing Form
- ☐ Project Performance Report
- ☐ CPA "Agreed Upon Procedures
- ☐ "Schedule of Professional Services & Publicly Bid Contracts
- ☐ Schedule of Project Expenditures
- ☐ Drawing or sketch of completed work or narrative
- ☐ Proof of Public Museum Capital Grants Program acknowledgement
This requirement is due at the time the final billing is requested.
- ☐ Photos of completed project elements
- ☐ Periodic Performance Report
- ☐ Periodic Financial Report

Mail to:

**Department of Natural Resources
Attn: Office of Grant Management and Assistance
(INCLUDE NAME OF GRANT ADMINISTRATOR)
One Natural Resources Way
Springfield IL 62702**

Or

Email directly to your grant administrator

PROJECT BILLING FORM

F.E.I.N./T.I.N. _____

Level: (indicate one)	50%	100%
-----------------------	-----	------

Cost Category

**IL Department of Natural Resources
"Public Museum Capital Grant Program"**

PROJECT PERFORMANCE REPORT

Project #: MC

Project Sponsor: _____

Project Title: _____ Date: _____

CONCISE / QUANTIFIED DESCRIPTION OF COMPLETED PROJECT COMPONENTS AS DESCRIBED IN INITIAL PROJECT APPLICATION:

--

GENERAL COST BREAKDOWN OF COMPLETED MAJOR PROJECT COMPONENTS

(Actual Costs = your actual expenditures)

(Budgeted Costs = costs presented in your project application)

Approved Project Component	Quantity	Actual Costs	Budgeted Cost

Prepared by: _____
(signature)

Title: _____

"Agreed Upon Procedures" for Public Museum Capital Grants Project Billing Attestation

Costs claimed for Public Museum Capital grant reimbursement on the Project Billing Form must be attested to by an independent CPA licensed in the State of Illinois. The attestation shall be completed in general accordance with the Statement on Standards for Attestation Engagements as established by the American Institute of Certified Public Accountants and based on the following "Agreed Upon Procedures" developed by the Illinois Department of Natural Resources.

Recommended "Agreed Upon Procedures" for attesting to the eligibility of the costs claimed on the *Project Billing Form* signed and attested to by the local project sponsor (grantee):

Based on both 1) Project Performance Report 2) PMC Schedule of Project Expenditures which must be provided by the local project sponsor (Grantee) as supporting documentation for the *Project Billing Form*, perform the following procedures and provide a report detailing the results. The report should include copies of the aforementioned schedules and the signed *Project Billing Form* provided by the local project sponsor (Grantee).

- A. Verify that all items listed on the schedule(s) were for work germane to the scope of the approved PMC project as described on the signed Project Agreement, any amendments, and components listed on the MC/DOC-4: Development Data form; thereto, and, with the exception of project Professional Services (A/E) contracts, were executed after the project start date indicated on the signed Project Agreement. Identify and report any exceptions.
- B. With the exception of Professional Services (A/E) contracts, verify that the local project sponsor (Grantee) has complied with the sponsor's written procurement procedures regarding open competitive bidding for all construction contracts and all material/equipment purchases, AND that prospective bidders were given a Bid Opening date and number of days Bid must be held in the advertisement to submit bid proposals to the local project sponsor (grantee). Identify and report any exceptions.
- C. Verify that all publicly bid construction and material/equipment purchase contracts executed for the project were awarded to the low bidder. Identify and report any exceptions and attach written justification from local project sponsor (grantee) for their awarding any contract to someone other than the low bidder.
- D. Verify that all change orders to the construction and material/equipment purchase contracts are germane to the approved PMC project scope and that any change orders of \$10,000 or more were approved by DNR. Identify and report any noted exceptions and attach a copy of any change order noted as an exception.
- E. Sample a minimum of 25% of the project expenditures listed on the "PMC Schedule of Project Expenditures" and trace to the local project sponsor's accounting record system and verify the costs are germane to the project scope and, with the exception of project professional services (A/E fees), were incurred during the project period specified on the signed Project Agreement. Identify and report any noted exceptions.
- F. Verify that local matching dollars (if applicable) for the project did not include federal or other state funds. Identify and report any exceptions.
- G. Verify that "Prevailing Wage" language was included in any/all construction contract(s). Identify and report any exceptions.

ATTACHMENT B

[SAMPLE FORMAT]

Schedule of Professional Services (A/E) and Publicly Bid Project Contracts

Grant Project #: _____

Firm Name	Project Element	Base Contract Amt	Change Order (+/-)	Total
CS & AS Associates	A/E services	\$10,500.00		\$10,500.00
SGS Construction	Structure construction	\$98,500.00	#1 - \$11,500.00(+)	
			#2 - \$3,100.00(+)	\$113,100.00
Lighting Supply Co.	Display lighting equipment	\$39,000.00		\$39,000.00
Build Better, Inc.	(2) Pre-fab Display Cases	\$28,000.00		\$28,000.00
PMC Construction Co.	Install lighting & Display Cases	\$32,500.00	#1 - \$ 900.00(+)	
			#2 - \$1,800.00(+)	
			#3 - \$2,300.00(+)	\$37,500.00
Springdale Landscaping	Museum Landscaping	\$24,200.00	#1 - \$1,200.00(+)	\$25,400.00
Acme Paving Co.	Walkway paving & ramps	\$9,500.00		\$9,500.00
TOTAL				\$263,000.00

Note: This form should only show the professional services contracts and the publicly bid contracts; any change orders to those contracts; and the total contract amount.

- Subtotal the Professional Services
- Subtotal the Publicly Bid Contract
- Provide a Grand Total of all contracts shown

ATTACHMENT C**[SAMPLE FORMAT]****Schedule of Project Expenditures**

Grant Project #: _____

Vendor/Contractor Name	Project Element	Invoice Date and Number	Invoice Amount	Payment Check #	Amount	Amount Claimed for Grant Reimbursement	Total Reimbursement Amount
John Doe & Associates	A/E services	11111	\$5,000.00	12121	\$5,000.00	\$5,000.00	
Professional Services (A/E) Subtotal:							\$5,000.00
Acme Paving Co.	Tennis/BB court	22222	\$72,000.00	12122	\$64,800.00	\$64,800.00	
Fun Time Park Supply Co.	Bleachers	33333	\$8,841.00	12123	\$8,841.00	\$8,841.00	
Publicly Bid Contracts Subtotal:							\$73,641.00
Coyote Plumbing	Drinking fountains	44444	\$1,256.78	12124	\$1,256.78	\$1,256.78	
Non-Bid Contracts Subtotal:							\$1,256.78
Lowes	Lumber	900876	\$8,000.00	0001	\$8,000.00	\$8,000.00	
In-House "Force Account" Material/Supplies Subtotal:							\$8,000.00
ABC Accounting	Agreed Upon Procedures	55555	\$800.00	12425	\$800.00	\$800.00	
CPA Subtotal:							\$800.00
"Other" Category Subtotal:							\$0.00
(Force Account Labor) Employee Name or Code #	Job Description	Hours Claimed (1)	Hourly Wage		Total Wages	Amount Claimed for Grant Reimbursement	
Jane Doe (Employee #18)	Laborer	10	10		\$100.00	\$100.00	
In-House "Force Account" Labor Subtotal:							\$100.00
TOTAL PROJECT EXPENDITURE FOR THIS BILLING:							\$88,797.78

I hereby certify that the costs shown on this "Schedule of Project Expenditures" are true and correct and based on actual expenditures by the Project Sponsor for the referenced PMC project; that grant reimbursement/payment from the State of Illinois has not been received for these costs; and that the costs are in accordance with provisions of the Department of Natural Resources Public Museum Capital Grants Program (23 IL Adm Code 3200).

(Name & Title)_____
(Signature)

ATTESTED BY: _____
(Signature of local agency's Chief Fiscal Officer)

Note: This form should show **all project expenditures** including ones for the professional services contracts and the publicly bid contracts shown on Attachment B. The billing total on this page should match the "Total" amount on the Project Billing Form.

Development Project Status Report

(Reports due January 1st, April 1st, July 1 and October 1st)

Failure to submit a status report will result in no reimbursement.

Project #: _____ Project Sponsor: _____
Project Title: _____
Project SITE: _____
Congressional Dist: _____ Legislative (Senate) Dist: _____ Representative (House) Dist: _____
DNR Grant Administrator: _____

Check appropriate box:

- ☐ If applicable, currently addressing environmental requirements listed on the CERP form.
Archaeological survey required, date submitted: _____ OR anticipated date of submittal: _____
Wetland development plans required, date submitted: _____ OR anticipated date of submittal: _____
- ☐ Project currently in design stage. Anticipated bid advertisement date: _____
All necessary construction permits secured: ☐ Yes ☐ No If no, describe on back of page what permits are still needed and their status)
- ☐ Draft Bid Documents include compliance requirement that contractors pay State Prevailing Wages.
Prevailing Wage Act (820 ILCS 130/0.01-12) ☐ Yes ☐ No (If no, explain non-compliance on back of page This question must be answered before project can be "out to bid".
- ☐ Project currently out to bid or bids received
Anticipated construction start date: _____ Anticipated completion date: _____
- ☐ Project under construction (approx. percentage completed) ☐ < 25% ☐ 25% ☐ 50% ☐ 75% ☐ 90%
(provide brief description of work completed and remaining to be done in Comments Section)
- ☐ Project construction complete. Anticipated Final Billing submittal date: _____

For July 1 Status Report only, dollar amount of incurred costs from **date of award** to present. Incurred costs represent actual payments made by the sponsor that have not yet been billed to the State. \$ _____.

Comments

Prepared by: _____ Date: _____

Mail to: IDNR, Office of Grant Management & Assistance, One Natural Resources Way, Springfield, IL 62702
Email: dnr.grants@illinois.gov



STATE OF ILLINOIS PERIODIC PERFORMANCE REPORT

Periodic Performance Report (PPR) Instructions

The Periodic Performance Report (PPR) is a standard, uniform statewide performance progress reporting format used by all state agencies to collect performance information from recipients of state grant awards. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the Grant Agreement (UGA), all grant awards are subject to periodic performance reporting.

General instructions for completing the PPR are contained below. **PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THE PPR.** Please contact the state agency's points of contact specified in the "State Agency Contacts" section of your UGA if additional support is needed completing the PPR.

If the UGA specifies an alternative file or external database for grant performance reporting, the grantee should mark the shaded box in the PPR accordingly. In the *File Name or Database Source* field, enter the name of the alternative file or database utilized. The grantee is not required to complete Sections 14 - 22 if the information is provided in an alternative format specified in the UGA.

Report Submission

1. The grantee must submit the PPR cover page and any forms required by the awarding state agency as specified in the UGA.
2. The PPR must be submitted to the attention of the state agency's points of contact specified in the "State Agency Contacts" section of your UGA in accordance with the requirements established in the award document.
3. If additional space is needed to support the PPR, supplemental pages should be attached. As indicated on the PPR, responses to Sections 14 - 22 may be provided in a separate format. If additional pages are provided, the pages should be numbered and must reference:
 - a. Grant number
 - b. Grantee organization
 - c. DUNS number
 - d. FEIN
 - e. Period covered by the PPR

Reporting Requirements

1. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the UGA, all grant awards are required to submit a PPR in accordance with the terms established in the UGA.
2. The frequency of the PPR is specified in the Notice of Funding Opportunity (NOFO) and the UGA. The PPR must be submitted within the specified time frames. A submittal will be considered "late" if it is more than 15 calendar days past the due date or the date specified by the State agency's JCAR Rules (including approved extensions.)
3. 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 of 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>.)
4. A final PPR shall be required at the completion of the grant award. For final PPRs, the reporting period end date shall be the end date of the project / grant period.



STATE OF ILLINOIS PERIODIC PERFORMANCE REPORT

Section	Data Element	Section Instruction for PPR
1	<i>Grantee Name (per UGA)</i>	Enter the name of the grantee exactly as stated in the UGA.
2	<i>Grant Number</i>	Enter the number assigned by the awarding state agency; Grant Number specified in the UGA.
3	<i>Grantee DUNS</i>	Enter the grantee's Dun and Bradstreet number.
4	<i>CSFA Number</i>	Enter the number assigned to the program through the Catalog of State Financial Assistance.
5	<i>Grantee FEIN</i>	Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service.
6	<i>Program Name (per UGA)</i>	Enter the program name exactly as stated in the UGA.
7	<i>CFDA Number(s)</i>	Enter the Catalog of Federal Domestic Assistance (CFDA) number(s) as stated in the UGA. If the program is funded by more than one CFDA, list each CFDA number.
8	<i>State Agency (Grantor)</i>	Enter the name of the state agency awarding the grant as identified in the UGA.
9	<i>Agreement Period</i>	Enter the agreement period established in the Grant Agreement. This may span multiple years, based on the terms of the UGA.
10	<i>Report Period End Date</i>	Enter the ending date of the reporting period. The reporting periods are specified in the UGA.
11	<i>Final Report?</i>	Mark appropriate box. Check "yes" only if this is the final or last PPR for the Agreement Period specified in Section 9.
12	<i>Report Frequency</i>	Select the appropriate term corresponding to the requirements specified in the UGA. "Other" may be used when a different reporting schedule is required due to Specific Conditions. State the frequency as state in the UGA Specific Conditions.
13	<i>Prepared Date:</i>	Enter date the PPR was prepared by the grantee.
Responses to Sections 14 - 22 may be provided in a separate format. All grantees must complete Section 23.		
14	<i>Deliverable (if applicable)</i>	List all high-level deliverables required <u>under the current, approved UGA</u>. Enter one Deliverable per row. - Examples of Deliverables could include: - o Provide IT training - o Purchase equipment - o Hire contractors - o Conduct workshop - o Submit document As delineated in the UGA, "Deliverables" are not "Performance Measures." Performance Measures are addressed in Section 18 - 22. Grantees are not required to report on deliverables that were due and <u>completed</u> in prior reporting periods.
15	<i>Due Date</i>	Per the <u>current, approved UGA</u> , enter the Due Date for the corresponding Deliverable. This date may fall outside the time frame of the current PPR.
16	<i>Date Completed</i>	Enter the date the Deliverable task was completed. If the task has not yet been completed, leave this cell blank.



STATE OF ILLINOIS PERIODIC PERFORMANCE REPORT

Section	Data Element	Section Instruction for PPR
17	<i>Deliverable Explanation</i>	Briefly explain progress towards meeting the Deliverable to inform the awarding agency of challenges and successes. If additional space is needed, attach a supporting narrative. A description of the challenges and plans for overcome must be provided if: - Deliverable was completed after the Due Date, - Deliverable is not completed and the Due Date has passed, or - Grantee anticipates the Deliverable will not be completed by a future Due Date. If the grantee is on pace to complete a Deliverable that comes due after the reporting period, the grantee should, at a minimum, enter "On schedule" in Section 17.
18	<i>Performance Measures</i>	Enter all Performance Measures required in Exhibit E of under the <u>current, approved</u> UGA. Enter one Performance Measure per row.
19	<i>Performance Standard/Frequency</i>	Based on the <u>current, approved</u> UGA, enter the Performance Standard (or target) for the corresponding Performance Measure and the reporting frequency (annual/quarterly/monthly/etc.) based on Exhibit F of the Grant Agreement. - Examples of Performance Standards/Frequency could include: - o 1,000 Persons Trained/quarter - o \$250,000 capital leveraged/year - o 500 Patients Rehabilitated/month If the Performance Standard fluctuates over time per the UGA, the Standard listed should apply to the specific report period.
20	<i>Results/Accomplishments in Reporting Period</i>	Based on the <u>current, approved</u> UGA, enter the actual results for the corresponding Performance Measure for the specific report period.
21	<i>Required (R) or Inform Only (IO)</i>	Based on the <u>current, approved</u> UGA, indicate whether the performance standard in Section 19 is a grant "requirement." - Enter "R" if meeting or exceeding the Performance Standard is necessary to satisfy grant terms. Failure to meet the Standard may indicate that the grantee in not in compliance. - Enter "IO" if the data is collected for programmatic or assessment purposes. Failure to meet an "IO" Performance Standard may not imply that the grantee is out of compliance.
22	<i>Performance Explanation - Award to Date</i>	Mark the appropriate check box based on whether or not ALL performance accomplishments are on schedule with performance standards. Section 22 is not limited to the reporting period. Responses are <u>award to date</u>. If any performance measure results / accomplishments (Section 20) are below the required standards (Section 19), an explanation must be provided to inform the awarding agency about the deviation. Consider internal and external factors that impact performance. Attach a supporting narrative if additional space is needed. Grantees are <i>encouraged</i> to highlight factors that enable grant performance to exceed performance standards.



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Section	Data Element	Section Instructions for PPR
All grantees must complete Section 23.		
23	<i>Performance Accomplishment Correlated to Reported Expenses</i>	Federal Uniform Guidance requires periodic reporting to correlate performance and expenses within a report period. Correlation reporting focuses on the degree to which expended resources are effectively achieving anticipated outcomes. Determine if grant performance (service / outcomes) is on schedule with the anticipated timing of incurred grant expenditures / earnings per the terms of the UGA. Mark the appropriate box. Per the UGA, the award may have services / outcomes that occur at a different time than the expense. The award may be on schedule because it is expected that expenses and services / outcomes occur at different intervals. Grantees must provide an explanation if grant performance to-date does not correlate to the timing of incurred expenses / earnings per UGA terms. Attach a supporting narrative if additional space is needed. Grantees are <i>encouraged</i> to inform the awarding agency if internal or external factors are causing a better than anticipated correlation.
Grantee Certification / State Agency Acceptance		
<i>Grantee Certification</i>		
Federal Uniform Guidance (2 CFR 200.415) requires an authorized grantee representative certify the accuracy of the information provided in the PPR.		
24	<i>Name and Title of Authorized Individual from Grantee Organization</i>	Enter the name and title of the grantee representative certifying the PPR. This individual must be authorized to represent the grantee in this capacity.
25	<i>Phone Number</i>	Enter the phone number of the grantee representative certifying the PPR.
26	<i>Email Address</i>	Enter the email address of the grantee representative certifying the PPR.
27	<i>Name and Title of State Agency PPR Approver</i>	Enter the name and title of the state agency representative authorized to approve the PPR.
28	<i>Date Received</i>	Enter the date the state agency representative received the PPR.
29	<i>Date Approved</i>	Enter the date the state agency representative approves the PPR.



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Report Transmittal

1. Grantee Name (per UGA):		2. Grant Number:	3. Grantee DUNS:
6. Program Name (per UGA):		4. CSFA Number:	5. Grantee FEIN:
		7. CFDA Number(s):	
8. State Agency (Grantor):			
9. Agreement Period:		10. Report Period End Date:	
Start Date (Month/Day/Year):	End Date (Month/Day/Year):	(Month/Day/Year):	
11. Final Report?	12. Report Frequency:		13. Prepared Date:
☐ Yes ☐ No	☐ Monthly ☐ Quarterly ☐ Semi-annually ☐ Other (specify):		
Responses to Sections 14 - 22 may be provided in a separate format. All grantees must complete Section 23.			
☐ Alternative file or database used.			
File Name or Database Source:			
Alternative formats are not allowed. Please complete all fields for 14-17 below, entering N/A for items that are not applicable.			
14. Deliverable (if applicable): (Separate line for each based on UGA)	15. Due Date (based on UGA)	16. Date Completed	17. Deliverable Explanation:
Archaeological survey submitted (Include only if required by CERP form. If not required, enter N/A in 17. Deliverable Explanation)			
Wetland development plans submitted (Include only if required by CERP form)			
Anticipated Bid Advertisement Date set (Include date in 17. Deliverable Explanation)			
			Add - Delete
			ADD DEL
			ADD DEL
			ADD DEL



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14. Deliverable (if applicable): (Separate line for each based on UGA)	15. Due Date (based on UGA)	16. Date Completed	17. Deliverable Explanation:	Add - Delete
Construction permitting in progress (Describe what permits are still needed and their status in 17. Deliverable Explanation)				ADD DEL
All necessary construction permits secured				ADD DEL
Playground plans submitted to DNR for review and approval (If applicable)				ADD DEL
Form FA DOC-1 submitted to DNR (Required if Force Account Labor is being used)				ADD DEL
Draft Bid Documents completed and include compliance requirement that contractors pay State Prevailing Wage (Prevailing Wage Act 820 ILCS 130/0.01-12)				ADD DEL
Project put out to bid				ADD DEL
Project bids received, contractor selection in progress (Include anticipated construction start and end dates in 17. Deliverable Explanation)				ADD DEL
Project under construction (Include percent complete in 17. Deliverable Explanation. Please use only the following percentages: <25%, 25%, 50%, 75%, 90%, 100%)				ADD DEL
Project construction complete (Include anticipated final billing submittal date in 17. Deliverable Explanation)				ADD DEL
18. Performance Measures: (Separate line for each based on UGA Exhibit E)	19. Performance Standard- Frequency (Based on UGA Exhibit F)	20. Results - Accomplishments in Reporting Period	21. Required (R) or Inform Only (IO)	Add - Delete
Recreational Amenities completed	Final Report only		IO	ADD DEL



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

22. Performance Explanation - Award to Date:		Add - Delete
☐ All performance accomplishments are on schedule with performance standards. ☐ Not all performance accomplishments are on schedule with performance standards. Explanation(s) required below: (Separate lines as appropriate.)		
		ADD
		DEL
23. Performance Accomplishments Correlated to Reported Expenses:		Add - Delete
☐ Performance is consistent with grant-to-date expected services and expenditures/earnings. ☐ Performance is not consistent with grant-to-date expected services and expenditures/earnings. Explanation(s) required below: (Separate lines as appropriate.)		
		ADD
		DEL
GRANTEE CERTIFICATION (2 CFR 200.415)		
By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditures, disbursements, cash receipts and reported performance are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).		
24. Name and Title of Authorized Individual from <u>Grantee Organization</u> :		25. Phone Number
		26. Email Address:
STATE AGENCY USE ONLY		
27. Name and Title of <u>State Agency</u> PPR Approver:		28. Date Received:
		28. Date Approved:



STATE OF ILLINOIS PERIODIC FINANCIAL REPORT

Periodic Financial Report (PFR) Instructions

The Periodic Financial Report (PFR) is a standard, uniform statewide financial reporting format used by all state agencies to collect financial information from recipients of state grant awards. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the Uniform Grant Agreement (UGA), all grant awards are subject to periodic financial reporting.

General instructions for completing the PFR are contained below. **PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THE PFR.** Please contact the state agency's point of contact specified in the "State Agency Contacts" section of your UGA if additional support is needed completing the PFR.

Report Submission

1. The grantee must submit the PFR and any forms required by the awarding state agency as specified in the UGA. State awarding agencies have discretion to add to or supplement the PFR as necessary.
2. The PFR must be submitted to the attention of the state agency's points of contact specified in the "State Agency Contacts" section of your UGA in accordance with the requirements established in the award document.

Reporting Requirements

1. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the UGA, all grant awards are required to submit a PFR in accordance with the terms established in the UGA.
2. The Category / Program Expenses or line items of the PFR template should correspond to the current, approved grant budget. All program-specific line items included in the approved budget should be included in the PFR.
3. Use "N/A" for Not Applicable if a data field in Sections (a) through (w) is not relevant to the grant agreement (e.g., Program Income). Terms of the UGA dictate if a field is relevant.
4. The frequency of the PFR is specified in the Notice of Funding Opportunity (NOFO) and the UGA. The PFR must be submitted within the specified time frames.. A submittal will be considered "late" if it is more than 15 calendar days past the due date or the date specified by the State agency's JCAR Rules (including approved extensions.)
5. 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>.)
6. A final PFR shall be required at the completion of the grant term. For final PFRs, the reporting period end date shall be the end date of the project / grant award.
7. A separate consolidated year-end financial report traced to the organization's financial statement is also required. The Consolidated Year-end Financial Report is inclusive of all State of Illinois funding received by the grantee organization. A separate reporting template and instructions are provided for consolidated year-end reporting.



STATE OF ILLINOIS PERIODIC FINANCIAL REPORT

Section	Data Element	Section Instruction for PFR
	<i>State Agency/Grantor</i>	State Awarding Agency Name.
(a)	<i>Grantee Name</i>	Enter the name of the grantee as exactly stated in the UGA.
(b)	<i>Grant Number</i>	Number assigned by the state awarding agency to the grant award and specified in the UGA.
(c)	<i>CSFA</i>	Number assigned through the Catalog of State Financial Assistance.
(d)	<i>CFDA(s)</i>	Enter the Catalog of Federal Domestic Assistance (CFDA) number(s) as stated in the UGA. If the program is funded by more than one CFDA, list each CFDA number.
(e)	<i>Appropriation Number(s) (State Agency Use Only)</i>	(For State Agency Use Only) Enter the 16 digit State Appropriation code(s) that fund the grant.
(f)	<i>FEIN Number</i>	Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service.
(g)	<i>DUNS</i>	Enter the grantee's Dun and Bradstreet number.
(h)	<i>Program Name and/or Code</i>	Enter the program name and / or code exactly stated in the UGA.
(i)	<i>Date Prepared</i>	Enter date PFR was developed and submitted by the grantee to the awarding state agency.
(j)	<i>Agreement Period</i>	Indicate the start and end date established in the UGA. This may span multiple years, based on the terms of the UGA.
(k)	<i>Report Period</i>	Enter the start and ending date of the reporting period. The reporting frequency is specified in the UGA.
(l)	<i>Final Report for Award Period</i>	Mark the box to identify this PFR is the final report required for the Agreement Period specified in Section (j).
(m)	<i>No changes from prior reporting period and/or No new expenses</i>	Mark the box if there are no changes from the prior reporting period and/or no new expenses.
(n)	<i>Indirect Cost Rate</i>	Enter the Indirect Cost Rate percentage (%) as accepted by your State Cognizant Agency for indirect cost reimbursement on this particular award. (Example: 10%) - If no indirect cost reimbursement is requested please enter 0%
(o)	<i>Approved Indirect Cost Rate Base</i>	Enter the Indirect Cost Base description as accepted by your State Cognizant Agency for indirect cost reimbursement on this particular award. (Example: Modified Total Direct Costs - MTDC) - If no indirect cost reimbursement is requested please enter N/A.
(p)	<i>Program Restrictions</i>	Based on the UGA, select "Yes" or "No" to indicate if there are funding-related program restrictions that will be monitored.
(q)	<i>List of Restrictions</i>	Specify the program restriction(s) if Section (p) was marked "Yes".
(r)	<i>Mandatory Match %</i>	If the UGA includes a mandatory match, select "Yes" and identify percentage in the field provided. If the UGA does not include a mandatory match, select "No".
(s)	<i>Specify Match</i>	Specify the match percentage if Section (r) was marked "Yes".



STATE OF ILLINOIS PERIODIC FINANCIAL REPORT

Section	Data Element	Section Instruction for PFR
(t)	Program Income (Award to Date)	Enter the cumulative amount of grant program income earned to date including current reporting period. Apply agency policy if required to include program income under budget to actual reporting.
(u)	Program Income (In current reporting period)	Enter the amount of grant program income earned during the current reporting period.
(v)	Interest Earned (Award to Date)	Enter the cumulative amount of grant interest earned to date including current reporting period.
(w)	Interest Earned (In current reporting period)	Enter the amount of grant interest earned during the current reporting period.
(x)	Category / Program Expenses	Enter all current and approved line items as exactly stated within the current, approved grant budget. All program expenses must align with specified line items.
(y)	Current Approved Budget (Enter this item first for every Category/Program Expense)	
	Approved Budget	Enter the most current, approved budget amount for each program expense line item.
	Remaining Balance Available	AUTO CALCULATED: Approved Budget for the line item minus Post Adjustment Grant Expenses (Award to Date)
	Expend %	AUTO CALCULATED: Post Adjustment Grant Expenses (Award to Date) divided by Approved Budget for the line item.
(z)	Grant Expenditures	
	Current Period Grant Expense	Enter the amount of expenditures for each line item being reported as expenditures for this award during the period identified in Section (k).
	Prior Approved Grant Expenses	Enter the amount of expenses by line item reported and approved for this line item prior to this reporting period.
	Grant Expense Adjustment	Enter any adjustments / corrections needed to restate expenditures reported in a prior period.
	Post Adjustment Grant Expenses (Award to Date)	AUTO CALCULATED: Sum of Current Period Grant Expenses, Prior Approved Grant Expenses and Adjustments.
(aa)	Current Period Match	Enter amount of cash and in-kind contributions to the grant program for the current reporting period's match requirements. See 2 CFR 200.306.
	Cash	Enter amount of cash contributed to the grant program for the current reporting period.
	In-Kind	Enter value of non-cash contributions to the grant program for the current reporting period.
	Total	AUTO CALCULATED: Total of Cash and In-kind contributions to the grant program in the current reporting period.
(bb)	Total Match (Award to Date)	Enter prior reporting period Total match based on the Previous PFR (Prior Award to Date) plus Total of Current Period Match for the grant program.
(cc)	Total Direct Expenses	AUTO CALCULATED: Sum of the line entries in each column for section (y), (z), (aa) and (bb).
(dd)	Indirect Costs	Enter computed indirect costs based on Sections (n) and (o).
(ee)	Total Expenditures	AUTO CALCULATED: Total Direct Expenses plus Indirect Costs.



STATE OF ILLINOIS
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Section	Data Element	Section Instruction for PFR (continued)
	Grantee Certification (2 CFR 200.415)	Federal Uniform Guidance (2 CFR 200.415) requires an authorized grantee representative to certify the accuracy of the information provided in the PFR
(ff)	Name and Title of Authorized Grantee Representative	Enter the name and title of the grantee representative certifying the PFR. This individual must be authorized to represent the grantee in this capacity.
(gg)	Date Submitted	Enter the date the Authorized Grantee Representative submitted the PFR.
(hh)	Email	Enter the email address of the Authorized Grantee Representative certifying the PFR.
(ii)	Telephone Number	Enter the phone number of the Authorized Grantee Representative certifying the PFR.
(jj)	Name and Title of State Agency Authorized Individual	State agency representative authorized to review and approve PFR.
(kk)	Date Received	Date the state agency representative received the submitted PFR.
(ll)	Date Approved	Date the state agency representative authorized approves the PFR.



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

(a) Grantee Name		(b) Grant Number	(c) CSFA	(d) CFDA(s)	(e) Appropriation Number(s) (State Agency Use Only)	
(f) FEIN Number	(g) DUNS	(h) Program Name and/or Code			(i) Date Prepared	
(j) Agreement Period thru	(k) Report Period July 1 or Start Date thru June 30	(l) Final Report for Award Period	☐		(m) No changes from prior reporting period and/or No new expenses ☐	
(n) Indirect Cost Rate: %		(o) Approved Indirect Cost Base:				
(p) Program Restrictions: Yes ☐ No ☐		(q) List of Restrictions:				
(r) Mandatory Match %: Yes ☐ No ☐		(s) Specify Match:				
(t) Program Income (Award to Date) (\$0.00)		(u) Program Income (In current reporting period) (\$0.00)			(v) Interest earned (Award to Date)	
(w) Interest earned (In current reporting period)						

(x) Category/Program Expenses	(y) Current Approved Budget		(z) Grant Expenditures				(aa) Current Period Match			(bb) Total Match (Award to Date)	Add/ Delete Row	
	Approved Budget	Remaining Balance Available	Expend %	Current Period Grant Expense	Prior Approved Grant Expenses	Grant Expense Adjustment	Post- Adjustment Grant Expenses (award to date)	Cash	In-kind			Total
For July 1 status reports only, dollar amount of incurred cost from July 1 of previous year to present. Incurred costs represent actual payment made by the grantee that have not yet been billed to the State. If you received advance payment, don't include the amount of the advance payment and/or grantee's match of the advance payment.			0.00								ADD	
											DEL	
(cc) TOTAL DIRECT EXPENSES			0.00									
(dd) Indirect Costs			0.00									
(cc) TOTAL EXPENDITURES			0.00									



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

GRANTEE CERTIFICATION (2CFR 200.415)

By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

(ff) Name and Title of Authorized Grantee Representative:		(gg) Date Submitted:
(hh) E-mail:	(ii) Telephone Number:	
STATE AGENCY USE ONLY		
(jj) Name and Title of State Agency Individual Authorized to Approve Report:	(kk) Date Received:	(ll) Date Approved:

**PUBLIC MUSEUM CAPITAL GRANT PROGRAM
DEPARTMENT OF NATURAL RESOURCES**
**MC/DOC-1 APPLICATION FORM
(page 1 of 4)**
1.) PUBLIC MUSEUM INFORMATION

Museum Name:	Miller Park Zoo		
Project Title:	South America--Phase I		
Address at Project Site:	1020 South Morris Avenue Bloomington, IL 61701		
Museum Web Site Address:	www.millerparkzoo.org		
Year Est:	1891		
IL Senate Dist. #:	44	County:	McLean
IL House Dist. #:	88	Township:	City of Bloomington
U.S. Congressional District #:	IL-13		

2.) CONTACT INFORMATION – PUBLIC MUSEUM

PUBLIC MUSEUM CEO		PUBLIC MUSEUM DESIGNATED CONTACT	
Name & Title:	Jay Tetzloff, Zoo Director	Name & Title:	Jay Tetzloff, Zoo Director
Address:	1020 South Morris Avenue Bloomington, IL 61701	Address:	1020 South Morris Avenue Bloomington, IL 61701
Phone #	309-434-2250	Phone #	309-434-2823
Fax #:	309-434-2823	Fax #:	309-434-2823
Email address:	jtezloff@cityblm.org	Email address:	jtezloff@cityblm.org

3.) CONTACT INFORMATION – FISCAL SPONSOR (complete only if using a Fiscal Sponsor)

Organization:		CEO Name & Title:	
Address:		Fax #:	
Phone:		Email address:	

4.) PROJECT DESCRIPTION (Use allocated space only – do not attach additional sheet)
Project Description:

South America--Phase I is a new set of animal exhibits for the Miller Park Zoo. The Miller Park Zoo Master Plan prioritized the Giant Anteater, Galapagos Tortoise, and Bush Dog exhibits as the next animal exhibits to be completed. The total cost for this project is estimated at \$1,000,000. According to projected growth in the Strategic Plan, admission revenue will increase by 2.5%. The project will add new animals to the Miller Park Zoo collection. The area designated in the Zoo's Master Plan is currently occupied by the Eurasian Eagle-Owls, Red Panda, Pallas' Cat, and Rainforest Theater. These wooden exhibits are old, hard to maintain and fall short of current exhibit standards.

South America--Phase I will be state-of-the-art. Guests will have clear views to the animals over dry moats, no longer limited by mesh enclosures. Windows for viewing into winter enclosures is part of the exhibit design.

5.) LOCAL GOVERNMENT

Public Museum Capital projects are funded using bond funds and therefore require the use and oversight of a public body's procurement guidelines to ensure the proper stewardship of said funds. Public museums applying for capital funds must also be operated by or located on land owned by a unit of local government. **Specify the unit of local government:**

Municipal (City of Bloomington)

Describe the type of ownership or long-term lease agreement the public museum has for the property where the proposed project will be located (documentation required):

The Miller Park Zoo is located on land owned by the City of Bloomington.

Provide the dates that the term of the lease agreement is in effect: N/A

What, if any, causes for early termination are in the agreement? N/A

6.) PROJECT COSTS:

Construction Costs	\$ 900,000
A/E Design Fees	\$ 100,000
Archaeological Survey Costs	\$
CPA Report Costs	\$
TOTAL PROJECT COSTS:	\$ 1,000,000
PUBLIC MUSEUM MATCH	\$ 250,000
GRANT FUNDS REQUESTED:	\$ 750,000

(total must be rounded down to the nearest \$100)

7.) MATCHING FUNDS: (Information is required in all fields below)

The amount of matching funds required varies by the level of visitation for the preceding calendar year. (See administrative rules, section 3200.20)

Specify the attendance at the public museum's facility or facilities for the preceding calendar year: 117,751

Explain how it is calculated (documentation required): Point-of-Sale System.

All guests that come onto Zoo grounds are counted in the total for the year.

Check one: ☒ Visitation is 300,000 or less (no match required). **100% funded up to \$750,000**
☐ Visitation is over 300,000 but less than 600,000 (1:1 match required). **50% match requirement up to \$750,000**
☐ Visitation is 600,000 or more (2:1 match required) **66.66% / 33.34% match requirement up to \$750,000**

Based on above, specify total amount of matching funds required: \$ N/A

Total Grant Funds Requested (cannot exceed \$750,000): \$ 750,000

7.) MATCHING FUNDS (Continued): (information is required in all fields below)

Confirm status of matching funds (if required).

Specify the source of all matching funds. Specify the amount of matching funds being provided. Mark (X) if matching
Funds are local government or private.

Source	Amount [\$]	Local [X]	Private [X]
N/A		☒	☒
		☐	☐
		☐	☐
		☐	☐
		☐	☐
TOTAL			

If matching funds are not required list any outside funds that are committed toward the project:

Matching funds are not required for this project.

List any other grant program/funds, including IDNR grants, involved in the proposed project, previous or anticipated. If IDNR Grant funds are included, list applicable project numbers and give a brief status, indicating whether completed or ongoing.

☒ If none, check box

8.) MUSEUM OPERATING INFORMATION:

Indicate the public museum's operating hours and days of the week: 9:30 AM - 5:00 PM, open daily

If the public museum is open less than 1,000 hours per year, indicate the approximate number of hours: N/A

Specify the public museum's annual operating expenditures: \$ 1,436,222

If a grant is awarded and once the project is complete, will this cause public museum's operations to grow even if it is just indirect costs? If so, how will the public museum sustain the larger operational costs?

The Zoo's operating budget will increase minimally as the project is completed due to anticipated increases in utilities and animal food. At the same time, we anticipate increased revenue that will cover operating costs generated by increased guest attendance. New animals and new exhibits opened at Miller Park Zoo in the past have generated increased guest admissions and revenue.

Provide the Cost Ratio per Visitor vs. Operational Dollars: \$ 12.19

(example: total operational dollars + attendance = cost per visitor)

9.) ADDITIONAL REQUIRED INFORMATION:

List the paid professional staff person(s) (Name, Title, and Professional Organization/Training/Certification) responsible for implementing the project. There must be one paid professional employee as per administrative rules, section 3200.10.

Jay Tetzloff, Zoo Director, Miller Park Zoo
Peter Burvenich, Zoo Curator, Miller Park Zoo
Jeff Kohl, Parks Project Manager, City of Bloomington Parks, Recreation and Cultural Arts

Provide the Mission Statement of the public museum:

To expand our understanding of the interrelationship between people and animals and the needs to preserve the natural resources of the world.

Does the public museum present regularly scheduled programs and exhibits that use and interpret objects for the public?

☐ No ☒ Yes If yes, give a brief description:

The Miller Park Zoo has many permanent exhibits featuring over 175 species of animals which are available for the public year round. The Zoo provides interpretive graphics throughout the Zoo grounds as well as a number of Zookeepers and Junior Zookeeper talks and presentations throughout the year for Zoo guests.

In addition, a wide range of educational programs and classes are provided at the Zoo and off-site. Classes are established for all ages and are part of a schedule that is published three times per year in widely distributed printed materials. Summer camps and classes are the most popular.

Describe the public museum's collections:

The Miller Park Zoo's collection would best be described as a living collection. The Zoo manages over 175 species with approximately 600 vertebrate specimens. The botanical collection at the Zoo continues to grow with an enlarging pollinator garden.

Note: The Department of Natural Resources reserves the right to seek documentary back up to the assertions in the above answers.

MC/DOC-4: DEVELOPMENT DATA

Check to ensure entity holding title is a unit of local government: ☒

- Clearly identify project costs to be expended with grant funds as well as matching funds (if applicable).
- Do not submit a lump sum budget.
- Costs should be broken down by major project components and budget categories.
- Contingency costs cannot be submitted as separate costs.
- Limit to number of lines needed to give a concise overview of the project costs.

(Note: The value of donated materials and donated (volunteer) labor are not eligible for reimbursement but can be used to reduce overall costs. **Force account labor is not an eligible capital expenditure.**)

If applicable, identify architectural/engineering firm or firms to be used in completing project: to be determined

River Otter Exhibit

Butterfly Garden



Rainforest Exhibit

Giant Anteater/
Chilean Pudu
Exhibit

Viewing Area

Bush Dog
Exhibit

Galapagos
Tortoise
Inside
Exhibit

Holding
Building

Galapagos
Tortoise
Outdoor
Exhibit



MILLER PARK ZOO



South American Exhibit - Com

Project # MC 20-317

MAP CERTIFICATION

This project boundary or development map is certified to be correct to the best of my knowledge.

Date

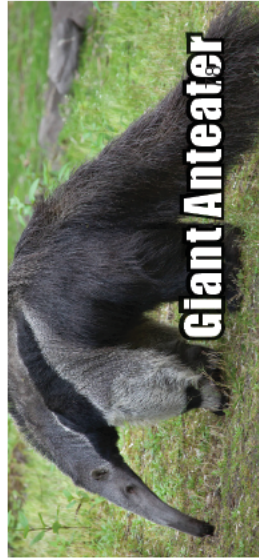
Signature

Title

FOR DNR USE:



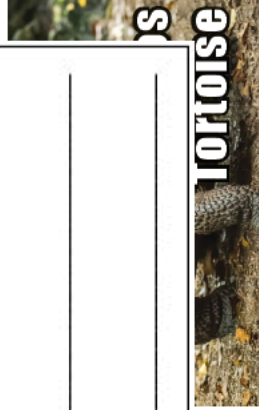
Bush Dog



Giant Anteater



Chilean Pudu



Galapagos Tortoise



CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: February 22, 2021

SPONSOR: Public Works Department

WARD IMPACTED: Ward 1, Ward 2, Ward 8

SUBJECT: Consideration and action to approve an Agreement for Preliminary Engineering Services No. 2 with Norfolk Southern Railway Company and an Illinois Department of Transportation (IDOT) MFT Resolution, in the amount of \$290,000, for the proposed Hamilton Road at-grade crossing near Commerce Parkway, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Agreement and IDOT MFT Resolution be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

-Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an Agreement for Preliminary Engineering Services No. 2 with Norfolk Southern Railway Company (NSR) and an IDOT (Illinois Department of Transportation) MFT Resolution, in the amount of \$290,000, for the proposed Hamilton Road at-grade crossing near Commerce Parkway. The City intends to use State Motor Fuel Tax Funds (MFT) to pay for the preliminary engineering work, which requires the approval of the IDOT MFT Resolution.

The proposed agreement comes after years of work with the railroad and, if approved, would clear a major hurdle to moving this project forward.

The improvement of Hamilton Road, from Bunn Street to Morrissey Drive, is currently in the design and plan preparation phase. 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 NSR tracks, which currently consist of one in-service track, space for an out-of-service track, which is not physically there, and two siding tracks.

In February of 2016, the City entered into an agreement for Preliminary Engineering Services with NSR, in the amount of \$29,420, to pay the railroad's engineering costs for them to review the roadway preliminary plans for the new at-grade crossing. The original memo and agreement for the Preliminary Engineering Services is provided for information.

NSR has agreed to relocate the two siding tracks from within the project area to the Good Yard in Normal, Illinois, provided the City pays for the siding track relocation engineering and construction work. The relocation of the two siding tracks is necessary due to vertical grade issues at the future roadway crossing, should they remain. The scope of services for this work also includes the design of the railroad signals and gates at the future at-grade crossing on Hamilton Road. The estimated cost for the railroad to perform the supplemental engineering work is \$290,000, with the City paying the actual cost. The railroad has indicated the force account estimate for the preliminary engineering work in the attached agreement is conservative. NSR will notify the City at the 75 percent completion mark if the actual costs are expected to be more than the estimated cost. Further Council action would be required if the actual costs go above the estimate.

The preliminary engineering for the relocation of the two siding tracks and the at-grade crossing signals will be performed by NSR. The City does not have the option of performing the engineering in-house or using an engineering consultant of our choosing, since the railroad has specific requirements requiring them to undertake this work. A limited source justification form is included for this work. The timeline for the preliminary engineering is dependent on the workload of their engineering group but the City has expressed to them our desire to begin this work upon execution of the agreement. It is anticipated that the preliminary engineering work will be completed in calendar year 2021.

The estimated cost to construct the at-grade signals and to relocate the two siding tracks will be a result of the preliminary engineering work. Another agreement for the installation of the at-grade crossing signals and relocation of the two siding tracks, and a memorandum of understanding for the closing of existing at-grade crossings at North Western Avenue and South Roosevelt Avenue, will be brought to the City Council for approval at a later date.

The railroad has indicated in discussions with staff that they would be willing to take the two siding tracks out-of-service and physically remove them from the location of the future, at-grade crossing to allow for road construction to occur at that location.

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

In prior years, City staff has applied for TIGER, FASTLANE, and BUILD grants for this section of the Hamilton Road project. Staff continues to seek federal funding for the project. However, the costs for relocating the railroad sidings are not eligible for grant funding, based on the most recent guidelines. By continuing to make progress on the project, by relocating the railroad sidings, the chances of receiving federal funds will increase.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because it moves the Hamilton Road project forward by enabling NSR to perform preliminary engineering to relocate railroad sidings that cross the corridor and design at-grade crossing signals.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

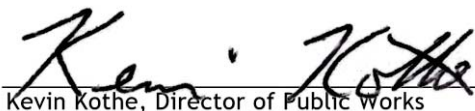
FINANCIAL IMPACT: The funds for the preliminary engineering services are included in the FY 2021 Budget under the Motor Fuel Tax-Architectural & Engineering Services for Capital account (20300300-70051). The services within the agreement will cost \$290,000. Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 247, 252, 255 and 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,

Reviewed by:



Kevin Kothe, Director of Public Works

2/10/2021



Carla Murillo, Procurement Manager

2/10/2021



Chris Tomerlin, Budget Manager

2/10/2021



Jeffrey R. Jurgens, Corporation Counsel

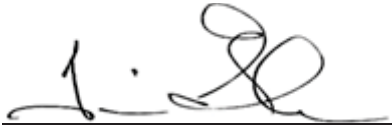
2/12/2021



Tara Henry, Legislative Assistant

2/18/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 3B Agreement_Hamilton Road NSR Agreement & MFT Resolution 02222021
- PW 3C MFT Resolution_Hamilton Road NSR Agreement & MFT Resolution 02222021
- PW 3D LSJF Hamilton Road NSR Agreement & MFT Resolution 02222021
- PW 3E Original Memo_Hamilton Road NSR Agreement & MFT Resolution 02222021
- PW 3F Map_Hamilton Road NSR Agreement & MFT Resolution 02222021

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES NO. 2

This agreement made by and between The City of Bloomington (hereinafter called "CITY"), and Norfolk Southern Railway Company, (hereinafter called "COMPANY").

The CITY will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County, State: Bloomington, McLean County, Illinois
AAR-DOT#: 481476A
Street /Bridge Name: Hamilton Road
Description: Proposed Hamilton Road extension across Norfolk Southern, preliminary engineering of at-grade crossing signals, and relocation of two siding tracks
Mile Post SP-373.25

Additional Preliminary Engineering Cost Estimate: \$ 290,000

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. The CITY agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the CITY fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the CITY. The CITY shall reimburse the COMPANY in the amount of the approved costs so submitted.

ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both the CITY and the COMPANY.

ARTICLE 3. STARTING OF WORK. This agreement covers preliminary engineering services performed, starting July 13, 2015. The COMPANY agrees to provide preliminary engineering services at the request of CITY or its agent, whether written or verbal.

ARTICLE 4. SCOPE OF WORK. The scope of this agreement is limited to review by the COMPANY of the plans and specifications to provide information to the COMPANY and the CITY regarding the project. This agreement does not constitute the COMPANY's approval of the project.

IN WITNESS WHEREOF, the BOARD and the COMPANY have caused these presents to be signed by their duly authorized officers:

CITY
Signature: _____
Name: _____
Title: _____
Date: _____
CITY CLERK: _____

COMPANY
Signature: _____
Name: D. A. Becker
Title: Chief Engr. Design & Construction
Date: _____

REVISED PE FORCE ACCOUNT ESTIMATE

Work to be Performed By:	Norfolk Southern Railway Company
For the Account of:	The City of Bloomington
Project Description:	Proposed Construction of Hamilton Rd. Crossing
Location:	Bloomington, McLean County, Illinois
Project No.:	0
Milepost:	SP-373.25
File:	CX0035117
Date:	February 5, 2021

SUMMARY

ITEM A - Preliminary Engineering	47,072
ITEM B - Construction Engineering	0
ITEM C - Accounting	2,347
ITEM D - Flagging Services	0
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	20,000
ITEM G - Track Work	0
ITEM H - Track Work & Site Design by D&C	250,000
	\$ 319,420
	(\$29,420)
GRAND TOTAL	\$290,000

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	80 Hours @ \$60 / hour=	4,800
Labor Additives:		3,772
Travel Expenses:		3,500
Services by Contract Engineer:		35,000
NET TOTAL - ITEM A	\$	47,072

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
NET TOTAL - ITEM B		\$ -

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,250
Accounting Hours (Labor):	20 Hours @ \$30 / hour=	600
Accounting Additives:		497
NET TOTAL - ITEM C		\$ 2,347

ITEM D - Flagging Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Flagging Foreman	
	0 days @ 230.00 per day=	0
	(based on working 8 hours/day)	
Labor Additive:		0
Travel Expenses, Meals & Lodging:		
	0 days @ \$100/day=	0
Rental Vehicle	0 months @ \$950/month=	0
NET TOTAL - ITEM D		\$ -

ITEM E - Communications Changes

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
NET TOTAL - ITEM E		\$ -

ITEM F - Signal & Electrical Changes

Material:	0
Labor:	0
Purchase Services:	20,000
Other:	0
NET TOTAL - ITEM F	\$ 20,000

ITEM G - Track Work

Material:	0
Labor:	0
Additive:	0
Purchase Services:	0
NET TOTAL - ITEM G	\$ -

ITEM H - TRACK WORK & SITE DESIGN BY D&C

Lump Sum	\$ 250,000
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (02/05/2021). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

16-00360-01-PV

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Bloomington

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

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

Preliminary engineering services as provided by Norfolk Southern Railway for design of at-grade crossing signals and the relocation of two siding tracks

2. That there is hereby appropriated the sum of two hundred ninety thousand and 00/100

Dollars (\$290,000.00) 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

Name of Clerk

City

Local Public Agency Type

Clerk in and for said City

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

Governing Body Type

of Bloomington

Name of Local Public Agency

at a meeting held on February 22, 2021

Date

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

(SEAL)

Clerk Signature

Date

Approved

Regional Engineer

Department of Transportation

Date

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B (D only if necessary)).

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Norfolk Southern Railway
Company

Amount: \$290,000.00

Date: 2/8/21

Description of item/services: Preliminary engineering services of at-grade crossing signals and relocation of two siding tracks.

Justification: The railway company has indicated the preliminary engineering services must be performed by their engineering group since the at-grade crossing signals and relocation of the two siding tracks to the Normal, Good Yard are to be owned and operated them. Therefore, the City does not have the option to procure the services of another vendor for this work.

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

Kevin Kothe



2/8/2021

(Name and Signature of Department Director or Designee)

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☒ do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



2/9/2021

Name and Signature of Purchasing Agent or Designee

Date

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 7B

FOR COUNCIL: December 21, 2015

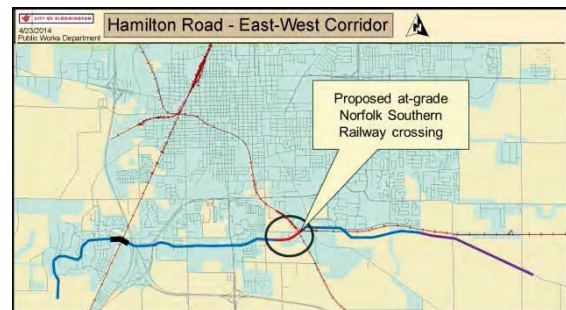
SUBJECT: Consideration of a approving a preliminary Engineering Services Agreement with the Norfolk Southern Railway Company for the proposed Hamilton Road crossing near Commerce Parkway.

RECOMMENDATION/MOTION: That the agreement with Norfolk Southern Railway Co. for preliminary engineering services in the amount of \$29,420 be approved and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Two key gaps remain to complete the 7.2-mile Hamilton Road East-West Corridor. One of those gaps is from Bunn Street to Commerce Parkway. (The other is on the far west side, from Beich Road to Danbury Drive.) A key piece of the Bunn-Commerce extension is the crossing of the Norfolk Southern Railway just west of Commerce Parkway.



While the new crossing has not been approved by the railroad or the Illinois Commerce Commission, inroads have been made toward that end through ongoing discussions among the parties. The railroad requires that the City pay for their engineering costs to review the preliminary plans for the new at-grade crossing. The plans will be prepared for the City by Hanson Professional Services and then provided to the railroad for review. The railroad estimates the engineering review cost at \$29,420 but will submit invoices showing reasonable costs.

The process for preliminary engineering is as follows:

- The City Council approved a contract with Hanson Professional Services on October 26, 2015, through a quality-based selection process (RFQ 2015-26).
- Hanson will perform a number of essential tasks, including preliminary railroad engineering.
- City staff will review the preliminary engineering plans.
- Hanson and the City will provide the engineering plans to Norfolk Southern Railway for review and response.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Various stakeholders, including State Farm Insurance Companies but also many smaller businesses, will be positively impacted by the Bunn-to-Commerce project and have expressed support.

FINANCIAL IMPACT: This is budgeted in the Engineering – Design & Engineering Services account (10016210-70050). Stakeholders can locate this in the FY 2016 Budget Book titled “Budget Overview & General Fund” on page 360.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Technician I, Public Works

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Agreement for Preliminary Engineering Services- Norfolk Southern Railway Company

Motion: That the agreement with Norfolk Southern Railway Co. for preliminary engineering services in the amount of \$29,420 be approved and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

This agreement made by and between the City of Bloomington (hereinafter called "CITY"), and Norfolk Southern Railway Company, (hereinafter called "COMPANY").

The CITY will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County, State: Bloomington, McLean County, Illinois
AAR-DOT#: TBD
Street /Bridge Name: Hamilton Road
Description: Proposed Hamilton Road extension across Norfolk Southern
Mile Post SP-373.25

Preliminary Engineering Cost Estimate: \$ 29,420

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. The CITY agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the CITY fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the CITY. The CITY shall reimburse the COMPANY in the amount of the approved costs so submitted.

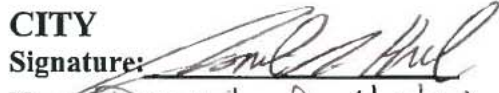
ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both the CITY and the COMPANY.

ARTICLE 3. STARTING OF WORK. This agreement covers preliminary engineering services performed starting July 13, 2015. The COMPANY agrees to provide preliminary engineering services at the request of CITY or its agent, whether written or verbal.

ARTICLE 4. SCOPE OF WORK. The scope of this agreement is limited to review by the COMPANY of the plans and specifications to provide information to the COMPANY and the CITY regarding the project. This agreement does not constitute the COMPANY's approval of the project.

IN WITNESS WHEREOF, the CITY and the COMPANY have caused these presents to be signed by their duly authorized officers:

CITY

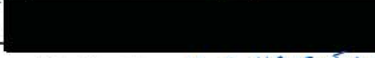
Signature: 

Name: David A. Hale

Title: City Manager

Date: 11/9/16

COMPANY

Signature: 

Name: James N. Carter K.B. HAUSCHILD

Title: Chief Engr. Bridges & Structures

Date: 2-9-16

ATTEST


Cherry L. Lawson, City Clerk

FORCE ACCOUNT ESTIMATE

Work to be Performed By:	Norfolk Southern Railway Company
For the Account of:	City of Bloomington
Project Description:	Proposed Construction of Hamilton Rd. Crossing
Location:	Bloomington, McLean County, Virginia
Project No.:	0
Milepost:	SP-373.25
File:	CX0035117
Date:	October 12, 2015

SUMMARY

ITEM A - Preliminary Engineering	27,072
ITEM B - Construction Engineering	0
ITEM C - Accounting	2,347
ITEM D - Flagging Services	0
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	0
ITEM H - T-Cubed	0
GRAND TOTAL	\$ 29,420

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	80 Hours @ \$60 / hour=	4,800
Labor Additives:		3,772
Travel Expenses:		3,500
Services by Contract Engineer:		15,000
NET TOTAL - ITEM A		\$ 27,072

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
NET TOTAL - ITEM B		\$ -

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,250
Accounting Hours (Labor):	20 Hours @ \$30 / hour=	600
Accounting Additives:		497
NET TOTAL - ITEM C		\$ 2,347

ITEM D - Flagging Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Flagging Foreman	
	0 days @ 300.00 per day=	0
	(based on working 10 hours/day)	
Labor Additive:		0
Travel Expenses, Meals & Lodging:		
	0 days @ \$100/day=	0
Rental Vehicle	0 months @ \$950/month=	0
NET TOTAL - ITEM D		\$ -

ITEM E - Communications Changes

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
NET TOTAL - ITEM E		\$ -

ITEM F - Signal & Electrical Changes (to be modified as plans develop)

Material:	0
Labor:	0
Purchase Services:	0
Other:	0
NET TOTAL - ITEM F	\$ -

ITEM G - Track Work (to be modified as plans develop)

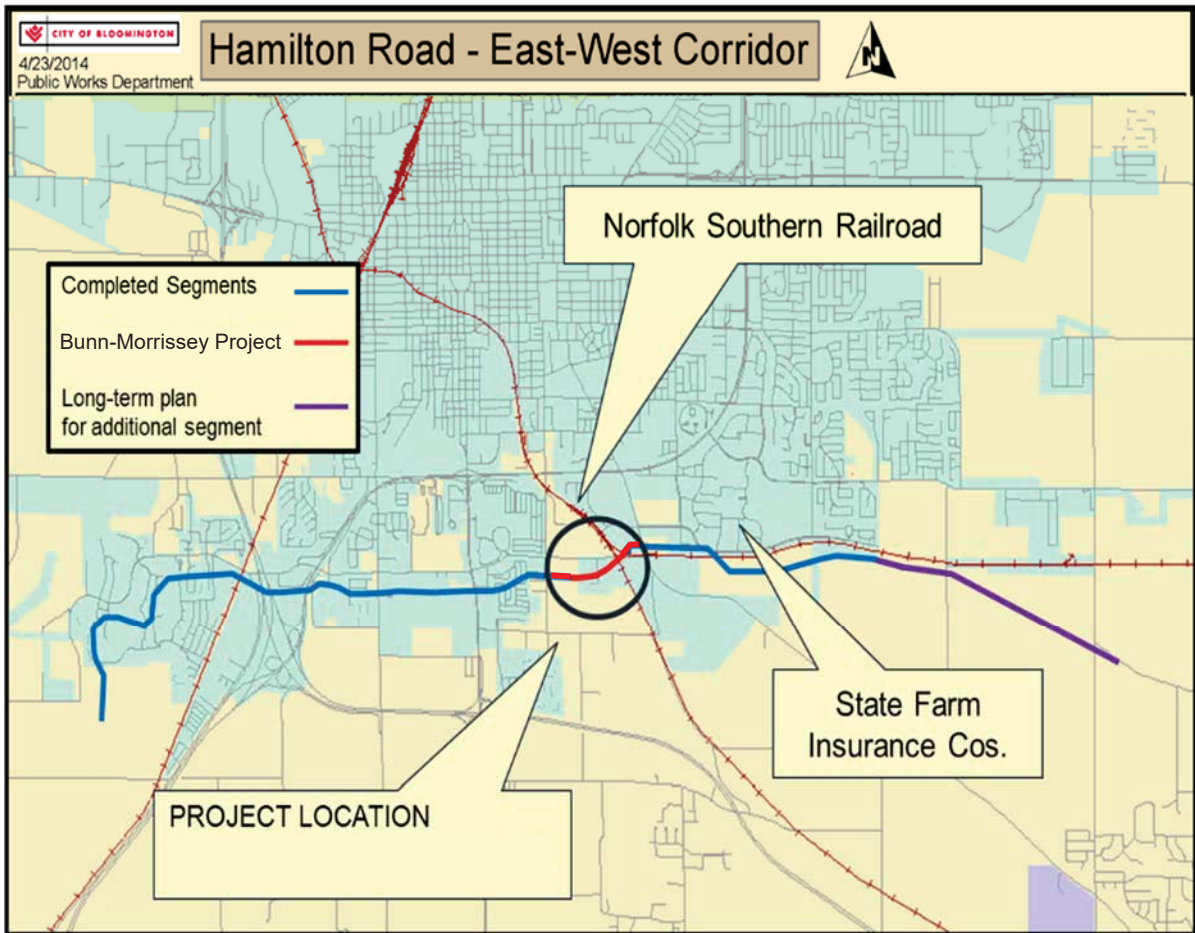
Material:	0
Labor:	0
Additive:	0
Purchase Services:	0
NET TOTAL - ITEM G	\$ -

ITEM H - T-CUBED

Lump Sum	\$ -
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (10/12/2015). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.





CONSENT AGENDA ITEM NO. 8.J

FOR COUNCIL: February 22, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract between the City of Bloomington and Republic Services, for solid waste disposal services (Bid #2021-20) for an initial two-year period beginning March 1, 2021 to February 28, 2023, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Contract be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending the approval of the proposed Contract with Republic Services for Solid Waste Disposal Services per annual fees shown in the bid results table (Bid #2021-20) for an initial two-year period beginning March 1, 2021 to February 28, 2023. Republic currently operates the only licensed and IEPA permitted waste disposal facility that accepts municipal solid waste within the parameters stated in the bid specifications.

Through intergovernmental cooperation, the City of Bloomington and the Town of Normal jointly bid for solid waste disposal services and are currently under contract with Republic Services. The existing contract with Republic Services will expire on February 28, 2021. The Twin Cities seek a two-year contract and an option for renewal in each of the five years after the two years elapse. The contract term will be automatically renewed for up to five additional periods of one year each unless either party gives ninety days written notice to the other prior to the expiration date of the original term or any renewal period. Renewals will be reviewed by the Public Works Director before the end of each contract term for acceptable performance and any other factors that may impact this service.

The City and Town jointly issued an Invitation to Bid on December 21, 2020, and the deadline for companies submitting proposals was Tuesday, February 2, 2021. On February 2, 2021, the City and Town received one bid from Republic Services, an alternate bid from Republic Services, a No Bid from Henson Disposal and a No Bid from PDC Services. The results of the bid from Republic Services are as follows:

TIME PERIOD	BASE RATE (DOLLARS) PER TON	AFTER HOUR RATE PER PERSON
3/1/2021 TO 2/28/2023	\$56.29	\$35.00
3/1/2023 TO 2/29/2024	\$57.98	\$35.00
3/1/2024 TO 2/28/2025	\$59.72	\$35.00
3/1/2025 TO 2/28/2026	\$61.51	\$35.00
3/1/2026 TO 2/28/2027	\$63.36	\$35.00
3/1/2027 TO 2/29/2028	\$65.26	\$35.00

(Note: Need for after hour or weekend service would primarily be in case of an emergency or disaster.)

Staff has determined that the Alternate bid from Republic Services cannot be considered due to material differences with the bid specifications and requirements.

The estimated amount for disposal of \$967,007 is included in the FY2022 budget and will cover disposal costs under the new contract with Republic Services. A nominal percentage increase is generally applied to the budget each year to cover contractual increases.

While the City and Town jointly bid for solid waste services, each will execute separate individual contracts with the proposed successful bidder. The cities may opt out of the contract in any year following the initial two-year period. In addition, staff from the cities has been pleased with the solid waste disposal services provided by Republic over the last seven years.

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 garbage disposal is necessary for a clean and sustainable environment.

The Solid Waste Fund is an Enterprise Fund that generates fees for funding its operations. Solid Waste Fund fees are intended/dedicated solely for the support of solid waste services to the City, including expenditures on items such as collecting garbage, recycle, bulk waste, and brush; operating the Citizen Convenience Center; clearing brush, weeds, and tree limbs from alleys; cleaning medians and alleys; repairing gravel alleys; street sweeping; and overseeing the implementation of the Materials Recovery and Resource Management Plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal; Public notice of this bid was published in *The Pantagraph* on December 21, 2020, and posted to the City's website. A virtual pre-bid meeting was held on January 7, 2021. Two addenda were released to plan holders, prior to the bid opening.

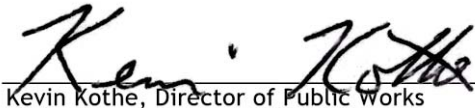
FINANCIAL IMPACT: If approved, the new agreement would cover the 2-year period from March 1, 2021 through February 28, 2023. The monthly charges for disposal would be paid out of the Solid Waste-Landfill & Residual account (54404400-70650). Stakeholders can locate this in the FY 2021 Budget book titled "Other Funds & Capital Improvement" on page 152. Public Works has included \$976,007 in the FY 2022 Proposed Budget.

COMMUNITY DEVELOPMENT IMPACT: Goal NE-5. Provide more efficient and sustainable municipal solid waste management, Objective NE-5.2. Continue to address solid waste issues at the regional level.

Respectfully submitted for Council consideration.

Prepared by: Greg Koch, Operations Manager

Reviewed by:



Kevin Kothe, Director of Public Works

2/10/2021



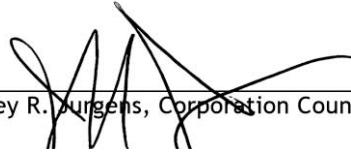
Carla Murillo, Procurement Manager

2/10/2021



Chris Tomerlin, Budget Manager

2/10/2021



Jeffrey R. Jurgens, Corporation Counsel

2/15/2021



Tara Henry, Legislative Assistant

2/18/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 2B Contract_Solid Waste Disposal Service 02222021
- PW 2C Bid Tab_Solid Waste Disposal Service 02222021

CITY OF BLOOMINGTON
CONTRACT WITH
Republic Services Inc.
FOR
Solid Waste Disposal Services

THIS AGREEMENT, dated this 22nd day of February _____, 2021, is between the City of Bloomington (hereinafter "CITY") and Republic Services 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. Incorporation of Bid/RFP/RFQ & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
Bid #2021-20 Solid Waste Disposal Services (hereinafter "Request")

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

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: CONTRACTOR shall
provide the services/work identified in the Procurement Documents, and specifically as follows:
Disposal services at a licensed facility for solid waste collected in the City of Bloomington.

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

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

☒ Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

Republic Services Inc.

By: _____
Its General Manager

By: _____
Its Admin.

City of Bloomington & Town of Normal
 Bid #2021-20 Solid Waste Disposal Services
 Bid Tabulation

City Clerk
 109 E. Olive St., Bldg, IL 61701
 309-434-2240 tel

Name of Bidder:		Republic Services	Hansen Disposal	POC-Service Inc.
City, State:		Bloomington IL	Bloomington IL	Perkins IL
		2/2/2020 0820 HRS	2/1/2020 1011 HRS	2/2/2020 1135 HRS
Bid Signed		✓	✓	✓
Mandatory City Documents		✓	✓	✓
Addendum #1		✓	NO BID	NO BID
Addendum #2		✓	✓	✓
Bid Bond		✓	✓	✓
Description		Amount	Amount	Amount
Solid Waste Disposal (3/1/21 - 2/28/23) per ton		\$56.29	✓	✓
After Hours Operation (3/1/21 - 2/28/23) per hour - per person		\$35.00	✓	✓
Cost for Five (5) Year Period after Expiration of Original Agreement				
Solid Waste Disposal (3/1/23 - 2/29/24) per ton		\$57.98	✓	✓
Solid Waste Disposal (3/1/24 - 2/28/25) per ton		\$59.72	✓	✓
Solid Waste Disposal (3/1/25 - 2/28/26) per ton		\$61.51	✓	✓
Solid Waste Disposal (3/1/26 - 2/28/27) per ton		\$63.36	✓	✓
Solid Waste Disposal (3/1/27 - 2/28/28) per ton		\$65.24	✓	✓
After Hours Operation (3/1/23 - 2/29/24) per hour - per person		\$35.00	✓	✓
After Hours Operation (3/1/24 - 2/29/25) per hour - per person		\$35.00	✓	✓
After Hours Operation (3/1/25 - 2/29/26) per hour - per person		\$35.00	✓	✓
After Hours Operation (3/1/26 - 2/29/27) per hour - per person		\$35.00	✓	✓
After Hours Operation (3/1/27 - 2/29/28) per hour - per person		\$35.00	✓	✓
Alternate bid submitted - Republic			✓	✓
Site Address		2112 W. Washington		

Witnesses:

Mary Stapp
Cheryl H. H. H.

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



CONSENT AGENDA ITEM NO. 8.K

FOR COUNCIL: February 22, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Located South of Veterans Parkway and West of South Main Street, 101-103 Donnie Drive, from B-1 General Commercial District to R-3B, High-Density Multifamily Residence District, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4d. Improved neighborhood infrastructure

BACKGROUND: The subject property is approximately 1.98 acres located toward Bloomington's southern municipal limits, south of the intersection of Veterans Parkway and South Main Street. The subject property is accessed by Donnie Drive, a private road. It and the properties to the north and west comprise the Oak Creek Apartment Complex, a multi-family residential unit established in 2003. The complex, which was recently purchased on February 2, 2021, is under common ownership but has dual zoning, R-3B (west) and B-1 (east). The applicant, who owned the complex prior to February 2, 2021, requested the rezoning from B-1 to R-3B for the eastern portion of the subject property, on behalf of the purchaser. The purchaser, who acquired the property on February 2, 2021 and was added to the zoning map amendment petition (see attachment E&CD 2D), requested the rezoning to create consistency across the property and to reduce potential barriers for financing. Further, the proposed zoning map amendment brings the entire property into alignment with the use classification identified in Bloomington's Comprehensive Plan's Future Land Use map.

The existing B-1, General Commercial District, zoning classification encourages retail, office, and service uses. The District does not accommodate multi-family and residential uses. The property's current multifamily residential use has a density of 32 units per acre. The use is classified as legal nonconforming in the B-1 District. The proposed R-3B District allows for up to 70 units per acre, aligning with the existing density, and eliminates the legal nonconforming status of the property. A list of uses permitted in the R-3B District is available online at <https://ecode360.com/34414681>.

The Planning Commission held a public hearing on the requested amendment on January 27, 2021. The Commission found that the requested map amendment is in the public interest and not solely for the benefit of the petitioners, using the standards and objectives of the

city code set forth in Chapter 44, Section 17-6E2. The Planning Commission packet is available online at <https://www.cityblm.org/Home/ShowDocument?id=25768>. The public hearing is also available for review online at www.cityblm.org/live. The Commission unanimously recommended approval of the requested map amendment.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to redevelop an existing site. Staff is recommending action since delay could negatively impact this investment in our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, January 27, 2021. The City published notice of the hearing in *The Pantagraph* on Tuesday, January 12, 2021. Courtesy notices were mailed to 99 property owners within 500 feet of the subject property. City staff placed a large metal notification sign on the property. The staff report and meeting documents are online at <https://www.cityblm.org/Home/ShowDocument?id=25768>. No one spoke against the petition. No one, other than the applicant, spoke in favor of the petition. The Planning Commission unanimously recommended approval of the map amendment petition. The recommendation is consistent with the staff recommendation. A recording of the public hearing is available online at www.cityblm.org/live.

FINANCIAL IMPACT: No change is expected.

COMMUNITY DEVELOPMENT IMPACT: This property is identified in the Comprehensive Plan's "Future Land Use" Map as high density residential. The proposed map amendment eliminates the nonconforming status of a multifamily complex, ensuring the following goals are met:
H.1 Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington.
H-1.2 Ensure an adequate supply of affordable housing for low to moderate income households.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:


Melissa Horn, Economic and Community Development Director

2/15/2021


Chris Tomertin, Budget Manager

2/15/2021

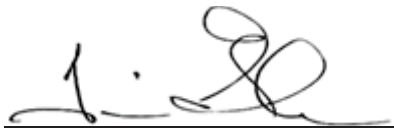
George Boyle
George Boyle, Assistant Corporation Counsel

2/15/2021


Tara Henry, Legislative Assistant

2/17/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 2B Z-02-21 Ordinance 101 Donnie Drive
- E&CD 2C DRAFT PC Minutes 1.27.21
- E&CD 2D Fully Executed City of Bloomington Letter adding Buyer to Petition

ORDINANCE NO. 2021 - _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR PROPERTY LOCATED SOUTH OF VETERANS PARKWAY AND WEST OF SOUTH MAIN STREET, 101-103 DONNIE DRIVE, FROM B-1 GENERAL COMMERCIAL DISTRICT TO R-3B HIGH-DENSITY MULTI-FAMILY RESIDENCE DISTRICT

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting to rezone the property commonly described as 101-103 Donnie Drive (PIN: 21-16-126-040), legally described in Exhibit A and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition to rezone the Property from B-1 General Commercial District to R-3B High-Density Multi-Family Residence District and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the requested rezoning to be in the public interest and not solely for the benefit of the applicant, using the standards and objectives of the City Code as set forth in Chapter 44, Section 17-6 E2; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of rezoning of the Property and zoning map amendment to R-3B High-Density Multi-Family Residence District; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition to rezone said Property.

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. The findings of fact made by the Planning Commission are hereby adopted.
3. That the petition requesting to rezone the property commonly described 101-103 Donnie Drive (PIN: 21-16-126-040), legally described in Exhibit A which is attached hereto and made part hereof by this reference, from B-1 General Commercial District to R-3B High-Density Multi-Family Residence District is hereby approved.
4. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED on this 22nd day of February 2021.

APPROVED on this _____ day of February 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

SCHOOL COMMISSIONER'S SUB NW 16-23-2E S360.5' LOT 1 LYG W OF RD & W OF COND #70ED199 (EX .253A STATE OF ILL & EX .221A ST OF ILL 70-748 & EX .202A ST OF ILL 70-7536) & N18' E150' LOT 8

(PIN: 21-16-126-040)

Mr. George Boyle	Assistant Corporate Counsel	Present
Mr. Craig McBeath	Information Systems Director	Present
Ms. Katie Simpson	City Planner	Present
Ms. Kimberly Smith	Assistant Economic & Community Development Director	Present
Ms. Caitlin Kelly	Assistant City Planner	Present

COVID-19

Chairperson Headean explained that this meeting was held virtually via live stream pursuant to the gubernatorial executive order 2020-07, Section 6. Public comment was accepted until 15 minutes before the start of the meeting. Written public comment must have been emailed to publiccomment@cityblm.org and those wishing to speak live must have registered at <https://www.cityblm.org/register> at least 15 minutes prior to the meeting. City Hall was closed to the public.

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> prior to the meeting.

No public comment provided.

MINUTES

Mr. Stanczak made a motion to approve the minutes of the January 13, 2021 meeting. Ms. Montney seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Muehleck - Yes, Mr. Krieger - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Mr. Boyd—Yes, Ms. McCann - Yes, Chairperson Headean - Yes. (9-0-0)

REGULAR AGENDA

Note, due to COVID-19 social distancing considerations, this meeting is held virtually. Those wishing to testify or comment remotely regarding a public hearing listed below must register at <https://www.cityblm.org/register> at least 15 minutes prior to the start of the meeting.

- A. Z-02-21 Public hearing, review, and action on a petition submitted by Michael R. Gudat, owner of March 2V Manager, LLC and Bloomington Portfolio, LLC requesting a zoning map amendment for a portion of the property identified as PIN: 21-16-126-040 from B-1, General Commercial District, to R-3B, Multiple-Family Residence District.

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY, JANUARY 27, 2020

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Chairperson Headean called for the staff report. Ms. Kelly stated that staff recommended in favor of the requested zoning map amendment. Ms. Kelly explained that the subject parcel is part of the Oak Creek Crossing apartment complex, and the only part that is zoned B-1 rather than R-3B. She described the surrounding zoning classifications, including commercial zoning and uses to the north and south, a mix of residential zoning to the west, and commercial and R-4 zoning to the east. With regard to the Comprehensive Plan's Future Land Use map, she stated that the subject area is classified as a mix of high- and medium-density residential, which R-3B zoning would be consistent with.

Ms. Kelly added that the majority of findings of fact were met for the requested rezoning, mentioning that, were any of the seven multi-family residential structures on the subject parcel to be destroyed, they could not be rebuilt under their present commercial zoning due to their existing nonconforming use status.

No public testimony was offered.

Mr. Boyd motioned to approve the findings of fact as presented by staff. Mr. Krieger seconded. Mr. Stanczak - Yes, Mr. Danenburger - Yes, Muehleck - Yes, Mr. Krieger - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Mr. Boyd—Yes, Ms. McCann - Yes, Chairperson Headean - Yes. (9-0-0)

Mr. Boyd motioned to approve the request for rezoning. Mr. Muehleck seconded. Mr. Stanczak - Yes, Mr. Danenburger - Yes, Muehleck - Yes, Mr. Krieger - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Mr. Boyd—Yes, Ms. McCann - Yes, Chairperson Headean - Yes. (9-0-0)

OLD BUSINESS

No items.

NEW BUSINESS

No items.

ADJOURNMENT

Mr. Muehleck motioned to adjourn. The motion was seconded. The meeting was adjourned at 4:13 PM.

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY, JANUARY 27, 2020

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Jane E. Ohaver, P.C.
Attorney at Law

***245 NE Perry Avenue
Peoria, Illinois 61603***

***Phone No.: (309) 637-5400
Fax No.: (309) 637-5433***

johaver@ohaverlaw.com

February 4, 2021

Katie Simpson
City of Bloomington Planning & Zoning
115 E. Washington Street, Suite 201
P.O. Box 3157
Bloomington, Illinois 61702

Re: Z-02-21 Petition for Zoning Map Amendment
PIN: 21-16-126-040 from B-1, General Commercial District to R-3B Multiple-Family Residence District

Katie:

With regard to the above-named matter, as you may recall, Oak Creek Crossing (the "Property") was under contract to be sold by Bloomington Portfolio, LLC ("Former Property Owner") when the Petition was submitted on December 29, 2020 by Michael R. Gudat, as owner and manager of each of March 2V Manager, LLC and the Former Owner (the "Original Petitioner"). Please be advised that effective February 2, 2021, the sale of the Property from Former Property Owner to PBH Oak Creek, LLC, a Delaware limited liability company ("Current Property Owner") was consummated. Accordingly, this letter shall serve as notice to the City of Bloomington that the Original Petitioner wishes to add the Current Property Owner to the Petition. By signing the acknowledgment to this letter below, the Current Property Owner agrees to be added to the Petition and to reclassify the portion of the premises of the Property with a "B-1" zoning classification to "R-3B", pursuant to the Petition submitted by the Original Petitioner.

Please call if you have further questions regarding this matter.

Sincerely,



Jane E. Ohaver

Acknowledged and Agreed to on February 4, 2021.

PBH Oak Creek, LLC,
a Delaware limited liability company

By: 

Nisha Bhatia, Authorized Signatory

Cc: George Boyle, City Attorney



REGULAR AGENDA ITEM NO. 9.A

FOR COUNCIL: February 22, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Approving the FY22 John M. Scott Health Care Grant Awards and Programmatic Agreements, in the amount of \$759,000 for Category I and II Grants, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Resolution be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The FY22 John M. Scott Grant Program Request for Proposals (RFP) for Category II grants was released on November 15, 2020 with applications accepted through December 31, 2020. The community received notice of the RFP through an email campaign, social media, PATH-O-Gram notices, the City's website, a press release resulting in coverage on WGLT, stakeholder meetings, and word of mouth. The Commission sponsored a community meeting on November 20, 2020, to outline the purpose and priorities of the Trust, the FY22 RFP, and the new online application system. Several dozen community members attended, and the recorded meeting was posted on the Grant Program website and subsequently viewed over 20 times on the City's YouTube channel. Applications were accepted for both programmatic and capital requests. Agencies were able to apply for both types of funding as long as two separate applications were submitted. FY20-21 grantees were permitted to apply for continuation funding and/or apply for a new program or capital request.

In total, the Commission received 24 applications totaling more than \$1.1 million in funding requests. Of this, \$395,000 was requested in 4 capital grant applications and \$759,781 was requested in 17 program applications. Five FY21 grantees did not re-apply and instead asked for an extension of their FY21 grant period due to unspent funds, many due to COVID-related service disruptions. Two FY20-21 grantees chose not to re-apply or extend their grant period. The majority of FY20-21 grantees re-applied for FY22 funding; most requested an increase over FY21. In addition to those that re-applied, the Commission received grant requests from 11 organizations that did not receive grants in FY20-21.

The Grants Committee performed an initial review of the applications and eliminated the few that a) did not meet the basic legal requirements of the Trust; or b) did not follow and/or meet the requirements clearly outlined within the RFP. The remaining grants were

assigned to Commissioners, content experts and community members for scoring. In total, 10 Commissioners and 31 content and community experts scored grants, more than double the number of scorers from the FY20-21 cycle. Each grant was scored by no less than six reviewers. The Grants Committee met three times in January 2021 to create a balanced grant portfolio that meets the needs of the community while remaining true to the mission of the Trust. See the attached Summary of Grant Recommendations, Process and Rationale. The Grants Committee and full Commission both unanimously approved the recommendations listed below in January 2021.

The Commission is recommending that the City Council/Trustee approve \$759,000 in FY2022 funding from the John M. Scott Health Trust to cover the next round of Category I: General Operating grants, Category II: Program grants, and Category II: Capital grants. FY22 will be the final year of a 3-year grant for Category I grantees; they must re-apply for the next three-year cycle (FY23-25) in the fall of 2021. The full slate of FY2022 awards recommended for City Council approval are as follows. (Prior year's funding is provided for reference only. FY21 COVID response funding was one-time funding awarded in addition to the underlying FY21 grants, and in collaboration with the Illinois Prairie Community Foundation. COVID Response was funded with FY21 Category III Emergent Need Grant Funds approved in the FY21 budget cycle.)

Category I: General Operating Grants (YR 3 of 3-YR Funding Commitment)	FY2020 Award	FY2021 Award	FY21 COVID Response	FY2022 Award
Community Health Care Clinic	\$125,000	\$125,000	\$0	\$125,000
McLean County Center for Human Services	\$100,000	\$100,000	\$0	\$100,000
Total	\$225,000	\$225,000	\$0	\$225,000

<u>Category II</u> <u>(Capital Grants Noted with "**")</u>	<u>FY2020</u> <u>Award</u>	<u>FY2021</u> <u>Award</u>	<u>FY21</u> <u>COVID</u> <u>Response</u>	<u>FY2022</u> <u>Award</u>
Boys and Girls Club	\$0	\$0	\$0	\$36,000
Chestnut Health Systems	\$0	\$0	\$0	\$100,000*
Children's Home & Aid	\$17,500	\$32,500	\$0	\$44,000
City of Bloomington Township	\$5,000	\$5,000	\$0	\$0
Faith in Action	\$10,500	\$19,500	\$1,000	\$25,000
Heartland Head Start	\$17,500	\$32,500	\$0	\$25,000
Home Sweet Home Ministries	\$0	\$0	\$0	\$75,000*
INtegrity Counseling	\$7,350	\$13,650	\$5,000	\$20,000
Marcfirst	\$12,250	\$22,500	\$5,850	\$30,000
McLean County Health Department		\$15,000	\$5,000	\$0
Mid Central Community Action	\$7,000	\$13,000	\$10,000	\$0
Normal First United Methodist Church	\$15,000	\$5,000	\$0	\$0
Normal Township	\$5,000	\$5,000	\$0	\$0
OSF Healthcare System (Peace Meals)	\$11,900	\$22,100	\$0	\$25,000
Project Oz	\$17,500	\$32,500	\$6,000	\$44,000
Promise Councils	\$10,000	\$10,000	\$0	\$0
The Baby Fold	\$17,500	\$32,500	\$5,000	\$0
The Center for Youth Family Solutions	\$20,300	\$37,700	\$7,150	\$45,000
West Bloomington Revitalization Project	\$17,500	\$32,500	\$2,500	\$40,000
YouthBuild McLean County	\$10,500	\$19,500	\$500	\$25,000

YWCA McLean County	\$15,000	\$22,750	\$12,500	\$0
Total	\$194,550	\$338,450	\$55,000	\$534,000

Combined, the proposed Category I and II grant recommendations listed above represent 87% of the Commission's proposed FY22 budget. Another \$62,297 (6.6%) is reserved for Category III: Emergent Needs in FY22 and will be allocated at a later time. The balance (6.3%) covers administrative costs.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The community was made aware of the FY2022 grant opportunity through notices in the PATH-O-Gram, community meeting, press release, WGLT coverage, social media and email campaign, and word of mouth.

FINANCIAL IMPACT: Award of the FY 2022 John M. Scott grants has no impact on the City General Fund. Awards are made from the net proceeds of Trust investments. Additionally, Trust fund cover related administrative costs including a portion of the time for the City of Bloomington's Stevenson Fellow, Grants Coordinator and Grants Specialist, who support the Commission and the grants program. If approved, the FY 2022 grant awards totaling \$759,000 will be paid from the John M. Scott Healthcare-Grants accounts 72102100-79130-59000 (\$225,000) and 72102100-79130-59100 (\$534,00). These amounts and accounts are included in the FY 2022 Proposed Budget.

COMMUNITY DEVELOPMENT IMPACT: CWB-2.1: Promote the welfare of older adults and persons with disabilities to foster maximum independence so they can continue to be an integral part of the community; CWB-3: Develop a coordinated and efficient system of services that addresses comprehensive needs of children, families and communities; and CWB-3.2: Support coordination and integration of behavioral health services for all residents.

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

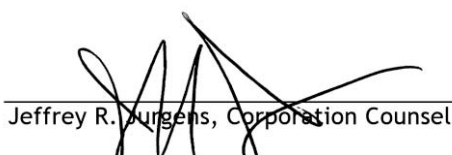
Reviewed by:


Melissa Hottel, Economic and Community Development Director

2/15/2021


Chris Tomerlin, Budget Manager

2/15/2021


Jeffrey R. Jurgens, Corporation Counsel

2/17/2021


Tara Henry, Legislative Assistant

2/17/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- E&CD 1B Summary of Grant Recommendations, Process
- E&CD 1C FY22 JMS Grant Awards - Resolution

Summary of Grant Recommendations, Process, Rationale
January 27, 2021

General Approach

- Funding was renewed for most existing grantees, where justified, to protect stability
- Grants committee cautions Commission to always warn grantees when there are concerns, red flags, and offer TA before ending a relationship with a current grantee
- Increases over FY21 were awarded for most current grantees, when justification was given and reasonable; but, most didn't get the full dollar amount requested for FY22
- Fund every CHIP goal
- Fund across lifespan
- Fund robust, wraparound services that have deep relationships with clients
- Protect grants used to draw down federal match
- Preserve faith-based link per Judge Scott's wishes/values

Extensions

- Grants committee agreed to extend the grant period for those that received grants in FY20-21 and expect to have unexpended funds as of 4/30/21. Their grant agreements will be revised so they expire at the end of FY22 instead of FY21. All other terms remain the same. They will keep reporting to the Commission until funds are gone.
- This includes all four Category III grantees. Category III grantees will have one other additional change to their grant agreement: they will migrate to a six-month reporting cycle (versus current bi-monthly cycle) after the end of FY21.

Rationale for Grants Not Recommended

- Technical/concrete reasons
 - Applied for an amount below our minimum grant size (i.e., less than \$10,0000)
 - Included both program and capital expenses in same application despite instructions
- Substantive reasons (one or more than one apply)
 - Funds requested were for capital improvements to admin-only spaces (versus capital improvements to health services/program/public facing spaces)
 - Funds were requested only for admin and did not include any program or health services costs
 - Planned activities did not appear to directly support health, and/or did not have a clear health outcome related to the CHNA/CHIP, and/or were primarily social in nature without a direct health services component
 - Funds were for niche/units of service rather than robust/wraparound services, which we strongly prefer, as stated in RFP
 - Funds were too time-limited, such as summer only, versus longer-term, relationship driven programs, which we strongly prefer, as stated in RFP
 - Budget included specific items of concern that will be difficult to scale or support in the long-term (or invite a deluge of related applications), such as supplying pantries with food stuffs
 - Inappropriate requests for a health care Trust, such as purchasing uniforms and swag

Summary of Grant Recommendations, Process, Rationale

January 27, 2021

- Applicant could not/did not demonstrate clearly how funds would be limited to <185% FPL, which is a legal requirement of the Trust
- Grant scored poorly on average compared to others
- Grant scores varied widely from one another rather than clustering around a consistent level of performance

Rationale for Capital Grants

- One related to Access goal; one related to HEAL goal
- One for a new program; one for an ongoing program
- One-time commitments; does not obligate future budgets

RESOLUTION NO. 2021 - _____

**A RESOLUTION APPROVING THE FY22 JOHN M. SCOTT HEALTH CARE GRANT
AWARDS AND PROGRAMMATIC AGREEMENTS, IN THE AMOUNT OF \$759,000
FOR CATEGORY I AND II GRANTS**

WHEREAS, the Bloomington City Council serves as the Trustee for the John M. Scott Health Care Trust ("Trust"); and

WHEREAS, in 2018 the Trust was re-organized to cease providing direct services and instead to an operational model that provides grants to qualified grant recipients; and

WHEREAS, the John M. Scott Health Commission ("Commission") reviewed various grant applications and proposals for distribution in FY 2022 and is recommending the Trustee award the grants set forth in this resolution.

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

1. Recitals. That the recitals set forth above are incorporated herein as if fully set forth in this paragraph 1.
2. Grant Awards. The City Council, as Trustee of the John M. Scott Health Care Trust hereby approves the following grants be made in FY 2020: Category I - Center for Human Services (\$100,000) and Community Health Care Clinic (\$125,000); Category II - Boys and Girls Club (\$36,000), Chestnut Health Systems (\$100,000*), Children's Home and Aid (\$44,000), Faith in Action (\$25,000), Heartland Head Start (\$25,000), Home Sweet Home Ministries (\$75,000*), INtegRity Counseling (\$20,000), Marcfirst (\$30,000), OSF Healthcare/Peace Meals (\$25,000), Project Oz (\$44,000), Center for Youth and Family Solutions (\$45,000), West Bloomington Revitalization Project (\$40,000), and YouthBuild McLean County (\$25,000). (*Denotes Capital Grants)
3. Programmatic Agreements. The City Council, as Trustee, authorizes the Mayor, on behalf of Trustee, to execute the programmatic agreements assigned to each grant.
4. Effectiveness. This Resolution shall be effective upon passage by the City Council and execution by the Mayor of the City of Bloomington.

PASSED this 22nd day of February 2021.

APPROVED this ____ day of February 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk



REGULAR AGENDA ITEM NO. 9.B

FOR COUNCIL: February 22, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance providing for the issuance of \$3,639,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, as requested by the Finance Department.

RECOMMENDED MOTION:

That the Ordinance providing for the issuance of \$3,639,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Finance reviews outstanding debt on a periodic basis for opportunities to refinance. Due to the favorable interest rate environment, Finance recommends refunding the City's 2009 General Obligation bonds with outstanding principal of approximately \$2,840,000 and the 2018 General Obligation Notes with outstanding principal of approximately \$770,000. Both issues are eligible for refunding at this time. The refunded bonds and notes will be refinanced as one General Obligation Bond issue in the amount of approximately \$3,638,000. The new bond issue will have a slightly shorter maturity. Refunding savings is estimated be approximately \$559,000.

Due to the limited size of the refunding, a Direct Placement was selected as the method of marketing the issue. Mesirow Financial Inc., on behalf of the City, sent a solicitation to fifteen banks. Eight responses were received. Finance recommends the City accept the refunding proposal from Busey Bank which submitted the lowest interest rates. See the - *Series 2021A Bonds: Summary of lender proposals and estimated refunding savings* - included with this memo.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: By combining the 2009 GO Bonds and 2018 GO Notes into one refunding transaction at current lower interest rates, the City will realize savings over the life of the debt of approximately \$559,000.

Stakeholders can see information related to the Debt Service Funds in the FY 2021 Adopted Budget Book titled "Other Funds & Capital Improvement" beginning on page 54.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

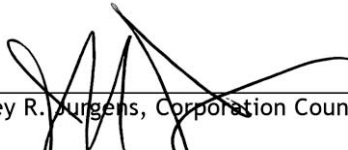
Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:



Chris Tomerlin, Budget Manager

2/18/2021



Jeffrey R. Jurgens, Corporation Counsel

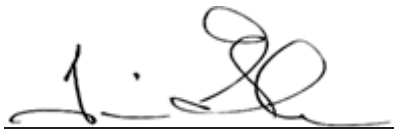
2/18/2021



Tara Henry, Legislative Assistant

2/18/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- FIN 2B COB 2021 Refunding Bid Summary
- FIN 2C COB 2021 Refunding Bond Ordinance

City of Bloomington, Illinois

Series 2021A Bonds: Summary of lender proposals and estimated refunding savings

- At the direction of the City, Mesirow distributed a Request For Proposal to 14 local, regional and national banks that actively lend to Illinois municipalities. Lenders were asked to propose interest rates and terms for the City's General Obligation Refunding Bonds, Series 2021A.
- Proposals were received from 8 of the banks. Key features from each proposal are summarized below.
- The following lenders declined to bid: First Financial Bank, Soy Capital B&T, Illinois National Bank, BMO Harris, Morton Bank, and Wintrust.
- Based on a review of proposed interest rates and terms, the bid from Busey Bank represents the lowest interest cost and highest refunding savings opportunity for the City of Bloomington.

	Busey Bank	Commerce Bank	U.S. Bank	PNC Bank	First State Bank	J.P. Morgan	Regions Bank	Heartland Bank & Trust
Summary of Interest Rate:								
Proposed Yield (TIC%)	0.57%	1.03%	1.05%	1.34%	1.40%	1.38%	1.44%	1.75%
Bank Fees	\$0	\$0	\$3,000	\$7,500	\$0	\$4,000	\$3,500	\$500
Yield Adjusted for Lender Fees	0.57%	1.03%	1.07%	1.38%	1.40%	1.40%	1.46%	1.75%
Summary of Refunding Results:								
Net Refunding Savings (Cumulative)	\$559,088	\$476,974	\$469,952					
Net Refunding Savings (Present Value)	\$548,811	\$461,573	\$454,302					
Net PV Savings as % of Par	15.20%	12.79%	12.58%					
Other Considerations:								
Proposal Contingent on Unique Terms	No	No	Yes	Yes	No	Yes	No	No
Preferred Closing Date	3/4/2021		3/5/2021	3/4/2021				

Note: Based on lender proposals received on or before February 16, 2021. Results are preliminary and subject to change.

EXTRACT OF MINUTES of the regular public meeting of the City Council of the City of Bloomington, McLean County, Illinois, held in the City Hall, 109 East Olive Street, Bloomington, Illinois, in said City at 6:00 o'clock P.M., on the 22nd day of February, 2021.

* * *

The meeting was called to order by the Mayor, and upon the roll being called, the following Alderman were physically present at said location: _____

The following Aldermen attended the meeting by video or audio conference: _____

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Mayor determined that an in-person meeting was not practical or prudent due to the issuance by the Governor of a disaster declaration related to public health concerns in all or a part of the jurisdiction of the City, and the Mayor stated that physical presence of members of the public at the meeting location was determined by the City to be unfeasible due to the disaster.

Access to the meeting was provided to members of the public to contemporaneously hear all discussion, testimony and roll call votes via Zoom.

* * *

The Mayor announced that the next item before the City Council was the consideration of an ordinance providing for the issue of \$3,639,000 of general obligation refunding bonds of the City for the purpose of realizing interest savings, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

After a full and complete discussion thereof, Alderman _____
presented and the City Clerk read by title the following ordinance, copies of which were made
available to all in attendance at said meeting who requested a copy:

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of \$3,639,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

Adopted by the City Council on the
22nd day of February, 2021.

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ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of \$3,639,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

PREAMBLES

WHEREAS

A. By virtue of its population, and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the City of Bloomington, McLean County, Illinois (the “City”), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The City has heretofore issued its General Obligation Refunding Bonds, Series 2009, dated November 30, 2009, in the amount of \$2,840,000, all of which are presently outstanding (the “*Prior 2009 Bonds*”).

D. The City has heretofore issued its General Obligation Notes, Series 2018, dated April 27, 2018, in the amount of \$970,000, of which \$770,000 of said notes are presently outstanding (the “*Prior 2018 Notes*” and, together with the Prior 2009 Bonds, the “*Prior Bonds*”).

E. The City Council of the City (the “*City Council*”) has determined that it is necessary to refund all of the Prior Bonds (the “*Refunded Bonds*”) at this time.

F. The Refunded Bonds are presently outstanding and unpaid and are binding and subsisting legal obligations of the City.

G. The City Council does hereby determine that it is necessary and in the best interests of the City to borrow \$3,639,000 to refund the Refunded Bonds and, in evidence of such borrowing, issue full faith and credit bonds of the City in the principal amount of \$3,639,000.

NOW THEREFORE Be It Ordained by the City Council of the City of Bloomington, McLean County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

City
City Council
Prior 2009 Bonds
Prior 2018 Notes
Prior Bonds
Refunded Bonds

B. The following words and terms are defined as set forth.

“*Act*” means the Illinois Municipal Code, as supplemented and amended, and also the home rule powers of the City under Section 6 of Article VII of the Constitution of the State of Illinois; and in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

“*Ad Valorem Property Taxes*” means the real property taxes levied to pay the Bonds as described and levied in Section 13 of this Ordinance.

“*Bonds*” means the General Obligation Refunding Bonds, Series 2021, authorized to be issued by this Ordinance.

“Bond Fund” means the Bond Fund established and defined in Section 12 of this Ordinance. *“Bond Register”* means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“Bond Registrar” means Busey Bank, Bloomington, Illinois, or a substitute bond registrar and paying agent as hereinafter provided.

“City Clerk” means the City Clerk of the City.

“City Manager” means the City Manager of the City.

“City Treasurer” means the City Treasurer of the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“County” means The County of McLean, Illinois.

“County Clerk” means the County Clerk of the County.

“Designated Officials” means any of the Mayor, the City Manager, the City Clerk, the City Treasurer or the Finance Director.

“Escrow Agent” means U.S. Bank, National Association, Indianapolis, Indiana.

“Finance Director” means the Director of Finance for the City.

“Mayor” means the Mayor of the City.

“Record Date” means the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of the month.

“Tax Certificate” means the Tax Exemption Certificate and Agreement, dated March 4, 2021, and related to the Bonds.

C. Definitions also appear in specific sections below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

Section 3. Determination To Issue Bonds. It is necessary and in the best interests of the City to refund the Refunded Bonds and to pay all related costs and expenses incidental thereto and to borrow money and issue the Bonds for such purpose. It is hereby found and determined that such borrowing of money is for a proper public purpose and is in the public interest and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. There shall be issued and sold the Bonds, in one series, designated as “*General Obligation Refunding Bonds, Series 2021.*” The Bonds shall be dated March 4, 2021, and shall also bear the date of authentication thereof, shall be in fully registered form, shall be in minimum denominations of \$100,000 each and integral multiples of \$1,000 in excess thereof, and shall be numbered 1 and upward. The Bonds shall become due and payable serially (without option of prior redemption) on June 1 of each of the years, in the amounts and bearing interest per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2022	\$ 151,000	0.29%
2023	154,000	0.34%
2024	151,000	0.41%
2025	989,000	0.45%
2026	1,116,000	0.56%
2027	1,078,000	0.69%

Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each

year, commencing on December 1, 2021. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Bond as shown in the Bond Register or at such other address furnished in writing by such Registered Owner. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar.

Section 5. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or duly authorized facsimile signature of the Mayor and attested by the manual or duly authorized facsimile signature of the City Clerk, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

Section 6. Registration of Bonds; Persons Treated as Owners. The City shall cause books (the “*Bond Register*” as defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is

authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative.

All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 7. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF McLEAN
CITY OF BLOOMINGTON
GENERAL OBLIGATION REFUNDING BOND, SERIES 2021**

See Reverse Side for Additional Provisions.
--

Interest
Rate: _____%

Maturity
Date: June 1, 20__

Dated
Date: March 4, 2021

Registered Owner: BUSEY BANK, BLOOMINGTON, ILLINOIS

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Bloomington, McLean County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the applicable Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing December 1, 2021, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of Busey Bank, Bloomington, Illinois, as paying agent and bond registrar (the “Bond Registrar”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar, at the

close of business on the applicable Record Date (the “*Record Date*”). The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of the month. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Bloomington, McLean County, Illinois, by its City Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk

and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

Mayor, City of Bloomington
McLean County, Illinois

ATTEST:

SPECIMEN

City Clerk, City of Bloomington
McLean County, Illinois

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Refunding Bonds, Series 2021, having a Dated Date of March 4, 2021, of the City of Bloomington, McLean County, Illinois.

Date of Authentication:
March 4, 2021

BUSEY BANK,
as Bond Registrar

By _____
SPECIMEN
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This Bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$3,639,000 issued by the City for the purpose of refunding certain obligations previously issued by the City and paying expenses incidental thereto, all as described and defined in an ordinance of the City, passed by the City Council of the City on the 22nd day of February, 2021, authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (such code and powers being the “*Act*”), and with the Ordinance, which has been duly approved by the Mayor, and published, in all respects as by law required.

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment date to the opening of business on such interest payment date.

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____

--

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of
substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the
Registered Owner as it appears upon the face of the within Bond in every particular,
without alteration or enlargement or any change whatever.

Section 8. Security for the Bonds. The Bonds are a general obligation of the City, for
which the full faith and credit of the City are irrevocably pledged, and are payable from the levy
of taxes on all of the taxable property in the City, without limitation as to rate or amount.

Section 9. Tax Levy; Abatement. For the purpose of providing funds required to pay the
interest on the Bonds promptly when and as the same falls due, and to pay and discharge the
principal thereof at maturity, there is hereby levied upon all of the taxable property within the City,
in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that
purpose; and there is hereby levied on all of the taxable property in the City, in addition to all other
taxes of the City, the following direct annual taxes (the "*Ad Valorem Property Taxes*") to-wit:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR SUM OF:	
2020	\$ 175,484.30	for interest and principal up to and including June 1, 2022
2021	\$ 173,281.00	for interest and principal
2022	\$ 169,757.40	for interest and principal
2023	\$ 1,007,138.30	for interest and principal
2024	\$ 1,129,687.80	for interest and principal
2025	\$ 1,085,438.20	for interest and principal

The Ad Valorem Property Taxes and other moneys on deposit in the Bond Fund from time to time (“*Bond Moneys*”) shall be applied to pay principal of and interest on the Bonds. Interest on or principal of the Bonds coming due at any time when there are insufficient Bond Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the deposit of the Ad Valorem Property Taxes; and when the Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the Ad Valorem Property Taxes. The City and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Property Taxes may lawfully be levied, extended, and collected as provided herein.

Whenever funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Ad Valorem Property Taxes levied for the payment of the same, the City Council shall, by proper proceedings, direct the deposit of such funds into the Bond Fund or direct the set aside of such funds in another fund or account of the City, and further shall direct the abatement of the taxes by the amount so deposited or so set aside. The City covenants and agrees that it will not direct the abatement of the Ad Valorem Property Taxes until money has been deposited into the Bond Fund or otherwise set

aside by the City in another fund or account of the City in the amount of such abatement. A certified copy or other notification of any such proceedings abating the Ad Valorem Property Taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

Section 10. Filing with County Clerk. Promptly, after this Ordinance has become effective, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk; and the County Clerk shall in and for each of the tax levy years 2020 to 2025, inclusive, ascertain the rate percent required to produce the aggregate Ad Valorem Property Taxes hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 11. Sale of the Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the City Treasurer, and be by the City Treasurer delivered to Busey Bank, Bloomington, Illinois (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being par; the contract for the sale of the Bonds heretofore entered into (as evidenced by an executed term sheet, the “*Purchase Contract*”) is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the City and that no person holding any office of the City, either by election or

appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the City of the Term Sheet relating to the Bonds, substantially in the form now before the City Council (the "*Term Sheet*"), is hereby ratified, approved and authorized; the execution and delivery of the Term Sheet is hereby authorized; and the officers of the City Council are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Ordinance, the Term Sheet and the Bonds.

Section 12. Creation of Funds and Appropriations.

A. There is hereby created a "*General Obligation Refunding Bonds, Series 2021, Bond Fund*" (the "*Bond Fund*"), which shall be the fund for the payment of principal of and interest on the Bonds. Sale proceeds of the Bonds in the amount of \$0.00 shall be deposited into the Bond Fund upon delivery of the Bonds to the Purchaser and receipt by the City of the purchase price therefor (the "*Sale Proceeds*").

B. The Ad Valorem Property Taxes shall either be deposited into the Bond Fund and used for paying the principal of and interest on the Bonds for which such Ad Valorem Property Taxes were levied as hereinabove provided or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on such Bonds prior to receipt of such Ad Valorem Property Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the City Council, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Bonds, all Bond Moneys on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved

right of the City Council to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. Sale Proceeds in the amount of \$775,700.90 shall be deposited with Commerce Bank, Kansas City, Missouri, the paying agent for the Prior 2018 Notes, for the purpose of paying the Prior 2018 Notes.

D. Sale Proceeds in the amount of \$2,880,124.44 shall be deposited in escrow pursuant to an Escrow Agreement (the “*Escrow Agreement*”) to be entered into between the City and the Escrow Agent, in substantially the form attached hereto as *Exhibit A* and made a part hereof by this reference, or with such changes therein as shall be approved by the officers of the City executing the Escrow Agreement, such execution to constitute evidence of the approval of such changes, for the purpose of paying the Prior 2009 Bonds. The City Council approves the form, terms and provisions of the Escrow Agreement and directs the Mayor and City Clerk to execute, attest and deliver the Escrow Agreement in the name and on behalf of the City. As set forth in the Escrow Agreement, amounts in the escrow shall be held in cash.

E. The remaining Sale Proceeds shall be used to pay costs of issuance of the Bonds and shall be retained by the City Treasurer to pay such expenses. Any disbursements for expenses shall be made from time to time as necessary. Alternatively, at the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser, the Bond Registrar or Mesirow Financial, Inc., on behalf of the City from sale proceeds of the Bonds. Any excess Sale Proceeds held for such purpose shall be deposited into the Bond Fund not more than six months from the date of issuance of the Bonds.

F. Alternatively to the creation of the Bond Fund, the City Treasurer may allocate the moneys for payment of the Bonds to one or more related funds of the City already in existence and

in accordance with good accounting practice; *provided, however*, that this shall not relieve the City Treasurer of the duty to account for the moneys for payment of the Bonds as herein provided.

Section 13. Call of the Refunded Bonds. The City by the City Council does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Prior 2018 Notes for redemption on March 4, 2021, and the holder of the Prior 2018 Notes has waived formal notice of such redemption. In accordance with the redemption provisions of the ordinance authorizing the issuance of the Prior 2009 Bonds, the City by the City Council does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Prior 2009 Bonds for redemption on April 3, 2021.

Section 14. Taxes Previously Levied. The Designated Officials are hereby directed to prepare and file with the County Clerk a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Prior 2009 Bonds and directing the abatement of taxes heretofore levied to pay the Prior 2009 Bonds. Notwithstanding such direction, all proceeds received or to be received from any taxes levied to pay the Prior 2009 Bonds, including the proceeds received or to be received from the taxes levied for the year 2019 for such purposes, shall be used to pay the Prior 2009 Bonds and to the extent that such proceeds are not needed for such purpose because of the deposit of funds with the Escrow Agent referred to in Section 13 hereof, the same shall be deposited into the Bond Fund and used to pay principal and interest on the Bonds in accordance with the provisions of this Ordinance.

Section 15. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal

income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The City Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Designated Officials, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the City Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the City Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 16. Registered Form. The City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 17. Duties of Bond Registrar. If requested by the Bond Registrar, the Designated Officials are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of the Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 18. Record-Keeping Policy and Post-Issuance Compliance Matters. On May 23, 2011, the City Council adopted a record-keeping and post issuance compliance policy for the purpose of maintaining sufficient records to demonstrate compliance with the various covenants and expectations necessary to ensure the appropriate federal tax status for the Bonds and other debt obligations of the City, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the City or the holder to receive federal tax benefits (the "*Policy*"). The Policy was amended on October 14, 2013.

Section 19. Publication of Ordinance. A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the City Council.

Section 20. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication as provided by law.

ADOPTED: February 22, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: February 22, 2021.

Mayor

RECORDED in the City Records on February 22, 2021.

ATTEST:

City Clerk

EXHIBIT A

March 4, 2021

U.S. Bank National Association
Indianapolis, Indiana

Re: City of Bloomington,
McLean County, Illinois
\$3,639,000 General Obligation Refunding Bonds, Series 2021

Ladies and Gentlemen:

The City of Bloomington, McLean County, Illinois (the "*City*"), by an ordinance adopted by the City Council of the City (the "*City Council*") on the 22nd day of February, 2021 (the "*Ordinance*"), has authorized the issue and delivery of \$3,639,000 General Obligation Refunding Bonds, Series 2021, dated March 4, 2021 (the "*Bonds*"). The City has authorized by the Ordinance that certain proceeds of the Bonds be used to pay and redeem on April 3, 2021, all of the City's outstanding and unpaid General Obligation Refunding Bonds, Series 2009, dated November 30, 2009 (the "*Refunded Bonds*").

The City hereby deposits with you \$2,820,924.44 from the proceeds of the Bonds and \$59,200.00 of funds on hand and lawfully available and you are hereby instructed as follows with respect thereto:

1. Upon deposit, you are instructed to fund a cash escrow deposit on demand in the amount of \$2,880,124.44. Such funds shall be held in an irrevocable trust fund account (the "*Trust Account*") for the City for the benefit of the holders of the Refunded Bonds, until redemption of the Refunded Bonds on April 3, 2021, is made.
2. You shall promptly apply the uninvested cash in the Trust Account to the payment of the Refunded Bonds as herein provided.
3. The City has called the Refunded Bonds for redemption and payment prior to maturity on April 3, 2021. As the paying agent for the Refunded Bonds, you are hereby directed to provide for timely notice of the call for redemption of the Refunded Bonds. The form and time of the giving of such notice regarding the Refunded Bonds shall be as specified in the ordinance authorizing the issuance of the Refunded Bonds. The City agrees to reimburse you for any actual out-of-pocket expenses incurred in the giving of such notice, but the failure of the City to make such payment shall not in any respect whatsoever relieve you from carrying out any of the duties, terms or provisions of this Agreement.

4. In addition, you are hereby directed to give notice of the call of the 2009 Bonds, on or before the date the notice of such redemption is given to the holders of the 2009 Bonds, to the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at <https://msrb.org>.

5. On April 3, 2021, as paying agent for the Refunded Bonds, you shall remit the sum of \$2,880,124.44 to the holders of the Refunded Bonds, such sum being sufficient to pay the principal of and interest on the Refunded Bonds on such date, and such remittance shall fully release and discharge you from any further duty or obligation thereto under this Agreement.

6. You shall make no payment of fees, due or to become due, of the bond registrar and paying agent on the Bonds or the Refunded Bonds. The City shall pay the same as they become due.

7. If at any time it shall appear to you that the funds on deposit in the Trust Account will not be sufficient to pay the principal of and interest on the Refunded Bonds, you shall notify the City not less than five (5) days prior to such payment date and the City shall make up the anticipated deficit from any funds legally available for such purpose so that no default in the making of any such payment will occur.

8. Upon final disbursement of funds sufficient to pay the Refunded Bonds as hereinabove provided for, you shall transfer any balance remaining in the Trust Account to the City for deposit into its General Obligation Refunding Bonds, Series 2021 Bond Fund and thereupon this Agreement shall terminate.

Very truly yours,

CITY OF BLOOMINGTON, MCLEAN COUNTY,
ILLINOIS

By _____
Mayor

By _____
City Clerk

Accepted this 4th day of March, 2021.

U.S. BANK NATIONAL ASSOCIATION
Indianapolis, Indiana

By _____
Its _____

Alderman _____ moved and Alderman _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon
the motion to adopt said ordinance.

Upon the roll being called, the following Alderman voted AYE: _____

NAY: _____

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved
and signed the same in open meeting and directed the City Clerk to record the same in the records
of the City Council of the City of Bloomington, McLean County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Bloomington, McLean County, Illinois (the “*City*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the “*City Council*”) thereof.

I do further certify that the foregoing is a full, true, and complete transcript of that portion of the minutes of the meeting (the “*Meeting*”) of the City Council held on the 22nd day of February, 2021 insofar as the same relates to the adoption of an ordinance, numbered _____ and entitled:

AN ORDINANCE providing for the issuance of \$3,639,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

(the “*Ordinance*”) a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the City Council on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda for the Meeting was posted at the location where the Meeting was held and at the principal office of the City Council at least 72 hours in advance of the holding of the Meeting; that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said Meeting; and that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the City Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the City Council in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this
22nd day of February, 2021.

[SEAL]

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois, and as such officer I do hereby certify that on the ____ day of February, 2021, there was filed in my office a properly certified copy of Ordinance Number _____, passed by the City Council of the City of Bloomington, McLean County, Illinois, on the 22nd day of February, 2021, and approved by the Mayor of said City, and entitled:

AN ORDINANCE providing for the issuance of \$3,639,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of McLean, Illinois, this ____ day of February, 2021.

[SEAL]

County Clerk of The County of McLean, Illinois



REGULAR AGENDA ITEM NO. 9.C

FOR COUNCIL: February 22, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

None; presentation and discussion 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 FY2022 Budget is balanced, but still being finalized. Budget totals, material budget assumptions, tax revenues, General Fund and City Wide variances to prior year budgets, and Capital Improvement Projects will be presented.

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:

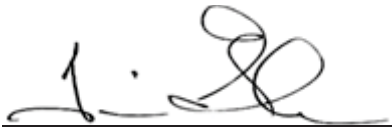

Chris Tomerlin, Budget Manager

2/9/2021


Tara Henry, Legislative Assistant

2/11/2021

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', written over a horizontal line.

Tim Gleason, City Manager



REGULAR AGENDA ITEM NO. 9.D

FOR COUNCIL: February 22, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the City's 2020 Accomplishments, as requested by the Administration Department.

RECOMMENDED MOTION:

None; presentation only.

STRATEGIC PLAN LINK:

- Goal 3. Grow the Local Economy
- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington
- Objective 3a. Retention and growth of current local businesses
- Objective 2e. Investing in the City's future through a realistic, funded capital improvement program
- Objective 1e. Partnering with others for the most cost-effective service delivery
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Each year the City Manager presents the City's accomplishments made in the preceding year. The presentation varies from year to year and highlights a wide variety of accomplishments made Citywide and across multiple departments.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Billy Tyus, Deputy City Manager

Reviewed by:

Handwritten signature of Billy Tyus in black ink.

Billy Tyus, Deputy City Manager

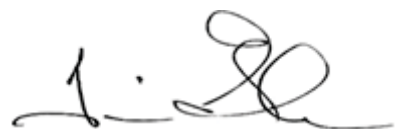
2/18/2021

Handwritten signature of Tara Henry in black ink.

Tara Henry, Legislative Assistant

2/18/2021

Recommended by:

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

Tim Gleason, City Manager



PRESENTATION, DISCUSSION, AND DIRECTION ON FUTURE AGENDA TOPICS ITEM NO. 9.E

FOR COUNCIL: February 22, 2021

SPONSOR: City Council

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on Council Member Carrillo's Agenda Initiative Proposal for the City's Legal Department to draft an Ordinance to provide direction and instruction to City staff, including the Police Department, on how to interact with residents and other agencies as it relates to immigration issues, as requested by the City Council.

RECOMMENDED MOTION: That Council provide direction on the proposed Initiative.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5b. City decisions consistent with plans and policies
- Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: Per Chapter 2, Section 18.2A(2): Agenda items and voting, the Mayor and Council Members may put forth agenda initiatives by completing an Agenda Initiative Form and submitting it to the City Clerk. Upon submission, the form is added to the agenda of the next Committee of the Whole for consideration.

At the January 19, 2021 Committee of the Whole meeting, Council Member Carrillo brought forward an Agenda Initiative (attached). Council Member Carrillo's initiative proposed that the City's Legal Department draft an Ordinance to provide direction and instruction to City staff, including the Police Department, on how to interact with residents and other agencies as it relates to immigration issues. A majority of the Council Members present at that meeting voted to have the initiative placed on a future City Council agenda for further discussion.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Billy Tyus, Deputy City Manager

Attachments:

- CC 1B Carrillo Initiative_Immigration Ordinance



MAYOR & ALDERMANIC
AGENDA INITIATIVE PROPOSAL FORM

SPONSOR: Jennifer Carrillo

PROPOSED INITIATIVE:

Some of our residents live in fear of deportation. Collaboration, actual or perceived, between our local law enforcement agencies and immigration enforcement agencies can create distrust in the community and jeopardizes the safety of all residents.

Therefore, I am proposing that Bloomington's legal department draft an ordinance that would provide direction and instruction to City staff, including the Police Department, on how to interact with residents and other agencies as it relates to immigration issues.

While the Illinois Trust Act provides basic protections for undocumented residents, this ordinance should build upon the Trust Act by prohibiting the following actions unless they are required by state or federal law: (1) the use of any municipal resources for any immigration enforcement activity; (2) any collaboration or communication between City staff and immigration enforcement agencies; (3) any City employee from inquiring about a person's immigration status, or collecting said information; (4) any municipal benefits from being denied to residents on the basis of immigration status; and (5) the City from entering into Section 287(g) agreements or voluntary federal registry programs based on religion or immigration status.

Additionally, the ordinance shall: (1) require appropriate City staff to consider requests for certification for U-visas; (2) require the City to review and modify any City documents or forms to eliminate any inquiry of immigration status or social security number, unless legally required; (3) instruct Bloomington Police officers to consider the risk of deportation when exercising discretion to arrest individuals.

ESTIMATED CITY STAFF TIME TO RESEARCH & PREPARE FULL COUNCIL MEMO ON
PROPOSED INITIATIVE INCLUDING BACKGROUND AND ANY NECESSARY
RESEARCH:



Nominal (less than 5 hours)

Moderate (5 to 10 hours)

Significant (more than 10 hours)

ESTIMATED COST OF PROPOSED INITIATIVE: None

WILL THE PROPOSED INITIATIVE REQUIRE A BUDGET AMENDMENT:



Yes

No

WHAT CITY PROGRAMS OR STAFF ACTIVITIES ARE PROPOSED TO BE CUT OR
REDUCED IN LIEU OF THE PROPOSED INITIATIVE, IF ANY:

Collaboration with immigration enforcement agencies

DATE SUBMITTED: 12/16/2020


SIGNATURE



REGULAR AGENDA ITEM NO. 9.F

FOR COUNCIL: February 22, 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:


Chris Tomertin, Budget Manager

2/11/2021


Tara Henry, Legislative Assistant

2/17/2021

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.

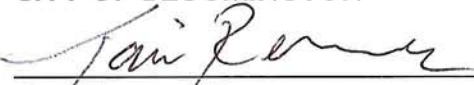
SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

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.

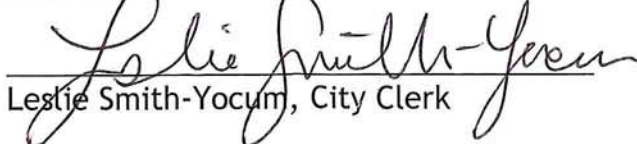
PASSED this 26th day of March 2020.

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 R. Penner, Mayor

ATTEST

Leslie Young, City Clerk



ORDINANCE NO. 2020 - 25

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

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

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

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

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

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

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

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

PASSED this 27th day of April 2020.

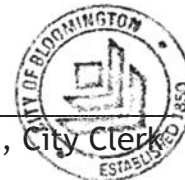
APPROVED this 28th day of April 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, Mayor

ATTEST

Leslie Young
Leslie Young, 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

Leticia Young, 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
Tari Renner, City Manager

ATTEST

Leslie Simon Recum
Leslie Simon Recum, 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.

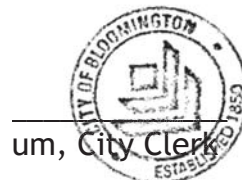
APPROVED this 25th day of June 2020.

CITY OF BLOOMINGTON

Tari Renner _____
or

ATTEST

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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
T... .., ...r

ATTEST

 Leslie Smith-Lang
Lesl... ..m, City Clerk



ORDINANCE NO. 2021 - 2

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

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

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

(Q) Liquor License Fee Proration. Establishments with a City liquor license that are not operating due to the pandemic, may apply to have their license fees prorated for the license year based on the amount of time the business was closed due to Executive Order of the Governor of the State of Illinois. To qualify for a proration in the license fee, the establishment must have been closed and may not have been providing curbside pickup and/or delivery. ~~This shall be a one-time proration and only for establishments that were closed continually for at least 30 days.~~ Establishments must apply for the proration refund to the City Clerk and shall be required to provide proof of closure by affidavit and/or other documentation as deemed appropriate by the City Clerk. Applications must specify the dates the Establishment was closed as a result of orders by the State of Illinois. A new application must be filed each time the establishment is closed as a result of the orders by the State of Illinois. New applications for fee refund prorations that occurred for closings in the 2020 calendar year must be filed by March 1, 2021. Applications for any fee refunds prorations that occur as the result of closings in the 2021 calendar year must be filed by January 31, 2022. Applications must be received by the City Clerk at least 30 days after establishments are allowed by executive order of the Governor or other change in the law, to have customers/patrons "dine-in" regardless of capacity restrictions.

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

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

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

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

PASSED this 11th day of January 2021.

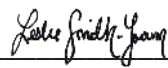
APPROVED this 13th day of January 2021.

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST



Leslie Smith-Yocum, City Clerk

