City of Bloomington Illinois

CITY OF BLOOMINGTON COUNCIL MEETING

JANUARY 25, 2021

CITY OF Bloomington ILLINOIS

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, JANUARY 25, 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.

Due to current COVID-19 mitigations, the public will not be allowed to physically attend the meeting at City Hall.

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 recognizing Health for Humanity YOGA awareness period, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*
   B. Recognition of Appointment to Cultural Commission, 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 December 14, 2020 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

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

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.)*

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.)*

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.)*

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.)*

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. *(Recommended Motion: The proposed Ordinance be approved.)*

9. Regular Agenda

Clerk-led Roll Call Vote

A. Presentation of FY2022 Budget Preview, as requested by the Finance Department. *(Recommended Motion: Presentation and discussion only.) (Presentation by Scott Rathbun, Finance Director, 12 minutes; and City Council discussion, 12 minutes.)*

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. *(Recommended Motion: The proposed Resolution be approved.)* *(Presentation by Jenn Carrillo, Council Member, 5 minutes; and City Council discussion, 15 minutes.)*

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. *(Recommended Motion: The proposed Ordinance be approved.)* *(Presentation by Jenn Carrillo, Council Member, 5 minutes; and City Council discussion, 15 minutes.)*

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. *(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

A. **Collective Bargaining - Section 2(c)(2) of 5 ILCS 120 (30 minutes)**

15. Return to Open Session and Adjourn

Clerk-led Roll Call Vote

RECOGNITIONS

RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: January 25, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing Health for Humanity YOGA awareness period, 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:

Billy Tyus, Deputy City Manager 1/21/2021 Tara Henry, Legislative Assistant 1/21/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- ADM 1B HH-2021_Proclamation

PROCLAMATION

In Recognition of Health for Humanity
January 16 – 31, 2021

WHEREAS, YOGA is an ancient process of keeping the human mind and body in good health. Spiritual training is considered a part of physical training from ancient times in India; and

WHEREAS, The Surya Namaskar (SUN Salutation) is a special sequence of YOGA postures that provides the key health benefits of YOGA in a very succinct package; and

WHEREAS, Hindu Swayamsevak Sangh (HSS) is a voluntary, non-profit, social and cultural organization, which aims at preserving and passing on the ancient Hindu heritage and cultural values to the next generation of Hindus and raise awareness around the world; and

WHEREAS, HSS is conducting the 16th consecutive annual awareness program Health for Humanity which is a nationwide effort to promote friendship, mutual understanding and good health among multi-cultural and diverse members of the community; and

WHEREAS, The Health for Humanity program will be conducted January 16-31, 2021, and will be free and open to all people for learning a unique set of yoga postures called Surya Namaskar. YOGA enthusiasts and local organizations are participating in this event.

NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, do hereby proclaim January 16 – 31, 2021 as **HEALTH FOR HUMANITY YOGA AWARENESS PERIOD** in Bloomington and urge residents to join the Health for Humanity Yogathon. We thank HSS for their outstanding job with helping to preserve and promote the ancient heritage and cultural values around the world.

Tari Renner
Tari Renner
Mayor

Leslie Yocum
Leslie Yocum
City Clerk

CITY OF Bloomington ILLINOIS

RECOGNITION/APPOINTMENTS ITEM NO. 6.B

FOR COUNCIL: January 25, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Appointment to Cultural Commission, 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 January 11, 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 Tyus, Deputy City Manager 1/14/2021

Tara Henry, Legislative Assistant 1/14/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- ADM 2B Recognition of Appointment from 011121_CulturalCommission

City of Bloomington Illinois

Appointment

Shweta Shukla: Cultural Commission

CONSENT AGENDA

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: January 25, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the December 14, 2020 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

Leslie Yocum, City Clerk 1/21/2021

Tara Henry

Tara Henry, Legislative Assistant 1/21/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- CLK 1B DRAFT 12-14-2020 City Council Regular Meeting Minutes

MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, DECEMBER 14, 2020, 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 2020-74, 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, December 14, 2020. 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 informed Council that staff continued enforcement on reports of COVID-19 violations and highlighted that an ordinance would appear before Council in January allowing additional liquor license prorations for licensees affected by COVID-19. He discussed COVID-19 vaccination availability for McLean County.

Recognition/Appointments

No recognitions or appointments were made.

Public Comment

Mayor Renner opened the meeting for public comment and the following individuals spoke live: (1) Don Carlson; (2) Jon Reed; (3) Willie Halbert; (4) Robert Garcia; and (5) Lori Paton. The following individuals submitted emailed public comment: (1) Misty Metroz; (2) Dave Kobus; (3) Gary Shultz; (4) Creighton Budris; and (5) Surena Fish.

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 Mathy made a motion, seconded by Council Member Bray, that the Consent Agenda, including all items listed below, be approved as presented, with the exception of Item 8.I.

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. Consideration and action to approve the Minutes of the November 9, 2020 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

Item 8.B. Consideration and action to approve the Minutes of the November 16, 2020 Committee of the Whole Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

Item 8.C. Consideration and action to approve the John M. Scott Health Fiscal Year 2020 Annual Court Report, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Annual Court Report be approved.)*

Item 8.D. Consideration and action on an Intergovernmental Agreement between the City of Bloomington and Bloomington Public Schools, District 87, so that they can purchase rock salt from the City during winter 2020-2021, in the amount of $106.67 per ton for the existing supply left over from the 2019-2020 season, and in the amount of $66.97 per ton once the existing supply is exhausted, not to exceed 250 tons, as requested by the Public Works Department. *(Recommended Motion: The proposed Intergovernmental Agreement be approved.)*

Item 8.E. Consideration and action on a Resolution Requiring the Annexation of the Timberlake Subdivision, as requested by the Legal Department. *(Recommended Motion: The proposed Resolution be approved.)*

Item 8.F. Consideration and action on a Resolution to Intervene in the 2019 Appeals to the Property Tax Appeal Board, as requested by the Legal Department. *(Recommended Motion: The proposed Resolution be approved.)*

Item 8.G. Consideration and action on a Resolution Approving Acceptance of the US Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes' Lead-Based Paint Hazard Reduction Grant, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*

Item 8.H. Consideration and action on an Ordinance Approving a Special Use Permit for Vehicle Sales and Service in the B-1 General Commercial District, for Property Located at 2426 S. Main Street, Bloomington, IL 61704, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 8.I. was removed from the Consent Agenda by Council Member Ward.

Item 8.J. Consideration and action on an Ordinance Approving the Final Plat of Parkway Village Phase 6 Subdivision and Vacating Certain Easements, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved with the condition that the necessary supporting documentation is provided to the City within 90 days of action by Council.)*

Items Removed from the Consent Agenda

Item 8.I. Consideration and action on an Ordinance Approving a Special Use Permit for Vehicle Repair and Service in the M-1 Restricted Manufacturing District for Property Located at 604 W. Division Street, Bloomington, IL 61701, as requested by the Economic & Community Development Department.

Council Member Ward made a motion, seconded by Council Member Bray, that the proposed Ordinance be approved on the condition that the screening to be modified to include the south-side of the property exclusive to the driveway.

Council Member Ward explained she had received positive feedback for the special use permit from neighbors of the property and that the neighbors also favored additional fencing to ascetically hide the parking lot.

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. Consideration and action on an Ordinance Amending Chapter 7 of the City Code to Create a Video Gaming License Waitlist, as requested by the City Clerk Department.

Mr. Gleason provided a brief background and asked Leslie Yocum, City Clerk, to address Council. Mrs. Yocum gave a brief history of video gaming in the City. She noted the City had reached the 60-license cap placed on video gaming by Council and explained the benefits of maintaining a waitlist for qualified applicants. She went on to explain the proposed qualifications and procedures for approval of waitlist placement, license approval, and how one could be removed from the waitlist.

Council Member Mathy made a motion, seconded by Council Member Painter, that the proposed Ordinance be approved.

Council Member Painter expressed her support.

Council Member Emig asked for confirmation on the order in which applications were reviewed. Mrs. Yocum confirmed applications would be reviewed based on the date and time stamp placed on the application when received.

Council Member Bray expressed her support and then asked for additional details on the review process and approval for the waitlist. Mrs. Yocum responded that a submission would be reviewed as if there was a license available, which meant the submission of a completed application with all attachments must be met. If the application would have been approved if a license was available, the applicant establishment would then be placed on the waitlist. Council Member Bray asked if staff proposed a limit for the number of establishments that could appear on the waitlist. Mrs. Yocum confirmed that staff did not believe a limit was necessary. Council Member Bray expressed concern with establishments submitting applications for the waitlist only to hold a place in line should they decide to add video gaming in the future. Mr. Gleason stated that an applicant must meet specific criteria for a license and that the qualifications are not easily accomplished. Mrs. Yocum clarified that there were costs associated to meeting and maintaining qualifications for a City video gaming license. She reminded Council there was not an application fee associated to Video Gaming applications, but that one could be considered in the future to further restrict less serious applications if they believed that important. She also pointed out that an applicant establishment must obtain and maintain a State of Illinois Video Gaming license in order to apply for a City license including being waitlisted.

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.B. Consideration and action on Council Member Boelen's Agenda Initiative Proposal to adopt a Resolution for the purpose of investigating and implementing the Welcoming America Initiative, a national non-for-profit established in 2009, to seek designation as a Welcoming America Community, as requested by the Administration Department.

Mayor Renner introduced Council Member Boelen's Council Initiative for a Welcoming America ordinance. He then explained the procedure for Council discussion.

Council Member Boelen provided background on the item and noted the goal was to involve numerous local philanthropic organizations, municipalities, and businesses. She explained the Welcoming America National Program ("Program") was a not-for-profit established in 2009. She explained the Program provided a framework, as well as resources, for inclusive communities. She stressed that the quality of the process determined the quality of the outcome and explained the potential benefits of implementation. She then provided details and her ideas on the seven categories of the Welcoming America Program. The categories included: (1) Government Leadership; (2) Equitable Access; (3) Civic Engagement; (4) Connected Communities; (5) Education; (6) Economic Development; and (7) Safe Communities.

Mayor Renner left and returned at various times between 6:34 p.m. and 6:45 p.m.

Council Member Boelen stressed the importance of building relationships between staff and the community. She explained the Program's membership benefits and that the next step would be to adopt a Welcoming America ordinance. She went on to state that after an ordinance was approved, the City would then join the Program and assign the accountability to a designated department who would work with the community partners to guide the work forward and provide annual documentation of the implementation process.

Council Member Boelen made a motion, seconded by Council Member Bray, that staff be provided direction on and directed to draft a Resolution regarding Welcoming America.

Council Member Crabill stated that the Welcoming City and Welcoming America proposals were not the same. He asked for confirmation on Council's ability to amend the proposal for the Program as he believed the adoption would only allow predetermined guidelines. He then asked for clarification on if Council needed to consider a separate ordinance for a Welcoming City.

Mayor Renner asked Jeff Jurgens, Corporation Counsel, if the City could have both Welcoming America and Welcoming City ordinances. Mr. Jurgens responded that additional research was needed, but that he believed the two did not conflict.

Mr. Jurgens then responded to Council Member Crabill in that if consideration of a Welcoming City ordinance was desired, a new Council Initiative was required.

Council Member Crabill expressed interest in a discussion on a Welcoming City initiative before a decision was made on the Program and explained his decision to vote no at that time.

Council Member Ward asked Council Member Boelen how the City could make the Program customized for Bloomington and if codification of policy on law enforcement interactions with ICE (Immigration and Customs Enforcement) was possible. Council Member Boelen responded that the topic on the floor was to consider if Council wanted to move forward on the implementation of the Program. She then explained how the community could become involved in the process.

Council Member Ward clarified that she was interested in what would preclude the City from codifying policies currently in place to customize the Program for the City. Council Member Boelen reiterated that community involvement would continue throughout the process. Council Member Ward expressed interest in intentional direction of the Program.

Council Member Bray expressed her support in the Program and believed the broad-based approach was the best fit for the City. She explained reasonings for her support and her experiences with the Program.

Council Member Carrillo expressed her support for a Welcoming City ordinance over the Program and then expressed concerns on the intent behind the Program's adoption.

Council Member Bray called a point of order and reminded Council to focus the discussion on the Program. She expressed additional concerns.

Mayor Renner responded accordingly and emphasized Council Member Carrillo’s ability to express non-support of the Program and her preference to a Welcoming City ordinance. He asked Council Member Carrillo to stay on topic.

Council Member Carrillo reiterated her preference for a Welcoming City ordinance.

Council Member Bray called a second point of order and restated her same reasoning as for the first point of order.

Mayor Renner agreed to the point of order and asked Council Member Carrillo to only discuss her support or non-support of the initiative at hand.

Council Member Carrillo believed that the components of the Program were beneficial to the community, but emphasized that Council needed to prioritize listening to professional organizations in the community that represent immigrant populations.

Council Member Mathy expressed his support and highlighted that the Program does not preclude the Welcoming City ordinance.

Council Member Emig noted Champaign, IL had adopted both the Program and a Human Rights Act, which codified staff interactions with ICE. She echoed Council Member Ward's comments on intentional direction and asked for confirmation of whether funds were attached at the current stage of the initiative. Council Member Boelen reiterated that the next step was to approve a resolution to review what was involved with the Program. She stated that it would likely cost $200-$500 for Program membership to gain access to necessary resources.

Council Member Mwilambwe expressed interest in the robust Program. He asked the cost associated with the Program certification. Council Member Boelen explained qualifications of certification and noted that Program certification was optional. Council Member Mwilambwe expressed interest in the creation of a custom Program for the City and then discussed his experiences as an international student integrating into the community.

Council Member Painter expressed her support in the Program and that it created a foundation to create a Welcoming City ordinance.

Council Member Boelen reiterated the motion.

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

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

NAYS: Carrillo, Crabill

Motion carried.

The following item was presented:

Item 9.C. 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 presented at that time.

Finance Director's Report

Scott Rathbun, Finance Director, explained that the Council meeting being held earlier in the month due to holiday schedules did not allow enough time for tax collections and bank reconciliations in order to form his usual presentation. He explained that he would instead, share how staff tracked, monitored, and projected major tax revenue categories and highlight year-to-date totals, as well as the reasons behind variances between budget and actual amounts received. He presented accordingly.

Council Member Mathy asked for additional information on the graphs provided for each major tax revenue category. Mr. Rathbun responded that the graphs showed year-to-date budget and actual amounts received.

City Manager's Discussion

Mr. Gleason highlighted Bloomington's “Season of Small” which supported local small businesses and the upcoming indoor Downtown Farmer's Market. He then provided an update on the Lutz Road construction project and explained where the community could view additional information on the project on the City's website.

Mayor's Discussion

Mayor Renner thanked Mr. Gleason and City staff for their continued work. He informed the community that he had tested positive for COVID-19 and urged individuals to monitor their symptoms. He reminded liquor license holders that they must abide by the State of Illinois Governor's COVID-19 Executive Orders and that the City would continue to pursue enforcement on compliance. He explained that the City had received over $5,000 in COVID-19 non-compliance fines from enforcement actions and reminded the community that the true goal was compliance, not fines. He explained that the City had decided that the money collected from non-compliance fines would be given to families of District 87 who had been adversely affected by COVID-19.

Council Member's Discussion

Council Member Mathy echoed the Mayor's comments on COVID-19 safety and reminded the community that vaccines would be distributed in the near future. He recommended the community educate themselves on the COVID-19 vaccine through scientific communities verses social media posts.

Council Member Boelen thanked Council for their support of her initiative.

Council Member Mwilambwe thanked Mr. Gleason and staff for the creative use of non-compliance funds to spread holiday cheer during the pandemic. He also thanked staff for their tremendous work throughout COVID-19.

All Council Members expressed sentiments of Happy Holidays and Happy New Year to Council, City staff, and the community.

Executive Session - Cite Section

No Executive Session was held.

Adjournment

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

Motion carried (viva voce).

The meeting adjourned at 7:41 p.m.

CITY OF BLOOMINGTON	**ATTEST**
Tari Renner, Mayor	Amanda Mohan, Deputy City Clerk

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: January 25, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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 $6,762,238.00 (Payroll total $2,699,565.35, Accounts Payable total $2,608,367.45, Bank Transfers total $1,378,795.19, and Procurement Card Purchases total $75,510.01).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

F. Scott Rathbun, Finance Director 1/20/2021

Tara Henry, Legislative Assistant 1/20/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
1/15/2021	$ 2,132,371.97	$ 567,030.02	$ 2,699,401.99
12/31/2020-1/15/2021 Off Cycle Adjustments	$ (196.00)	$ 359.36	$ 163.36
		PAYROLL TOTAL	**$ 2,699,565.35**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
1/25/2021	AP General	$ 2,381,962.17
1/25/2021	AP JMScott	$ 300.00
1/25/2021	AP Comm Devel	$ 76,814.24
	AP IHDA	
1/25/2021	AP Library	$ 102,742.65
	AP MFT	
1/8/2021-1/15/2021	Out of Cycle	$ 46,548.39
11/30/2020-1/12/2021	AP Bank Transfers	$ 1,378,795.19
	AP TOTAL	**$ 3,987,162.64**

PCARDS

Date Range	
11/01/2020-11/30/2020	$ 75,510.01
PCARD TOTAL	**$ 75,510.01**

GRAND TOTAL **$ 6,762,238.00**

Respectfully,

F. Scott Rathbun
Director of Finance

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: January 25, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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: Public Works is recommending the approval of the purchase of one 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.

The Solid Waste Division currently has a 2007 Komatsu WA200-5 that is thirteen years old that has 84,405 miles and 15,447 hours of use. The maintenance cost to date is $162,580.87. Recent issues with this unit have included hydraulic hoses and steel lines, fittings, O rings, HVAC, hydraulic cylinder, lights, alternator, batteries, cab glass, ride control, and shift solenoids.

The current unit, R55, is used daily for the collection of bulk waste, brush, and leaves from residents' homes. Wheel loaders are used to remove these materials from residents' yards into dump trucks located on the routes. During snow and ice events, this unit can be used to plow snow, run a snow blower, or load salt into dump trucks. The new unit will be equipped with a 4-in-1 bucket to grab brush, large bulky items, and leaves. This purchase includes Extended Komatsu Care 5-year/6,000 Hour Factory Scheduled Maintenance, 5-year/6,000 Hour Warranty and two complimentary KDPF exchange units for the first 5 years/9,000 hours. This provides for a Komatsu factory-trained technician to perform fluid analysis sampling to monitor for excessive wear or contamination, visual inspections and all fluid changes required by the manufacturer. The

City uses these plans on heavy equipment to provide the maximum uptime of the equipment for the first six years. This has been a standard purchase on heavy equipment.

Seeking to maintain consistency, focus on efficiency, and leverage operational experience of staff, Public Works is recommending the purchase of Komatsu brand wheel loader. The City owns Komatsu brand equipment in several departments, staff is familiar with their operation, existing City-owned attachments are interchangeable with the proposed model, and Fleet stocks replacement and repair parts.

Staff requests the replaced unit be declared surplus and be sold on public auction at publicsurplus.com, where it is expected to bring approximately $20,000.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because crews need it to perform the duties assign to the Solid Waste Section.

Solid Waste 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: N/A

FINANCIAL IMPACT: The Public Works Department has budgeted $217,505.00 for the purchase of the unit for the Solid Waste Division. The new unit will cost $176,876.00. It will be paid for using the Capital Lease-Capital Outlay Equipment Other Than Office account (40110143-72140). Stakeholders can locate this in the FY 2021 Budget Book titled “Other Funds & Capital Improvement” on pages 88 and 95.

COMMUNITY DEVELOPMENT IMPACT: Goal NE-5. Provide more efficient and sustainable municipal solid waste management, Objective NE-5.1. Reduce the amount of waste and toxicity going to the landfill.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:

Kevin Kothe, Director of Public Works	1/8/2021	Carla Murillo, Procurement Manager	1/12/2021
Chris Tomerlin, Budget Manager	1/12/2021	Jeffrey R. Jurgens, Corporation Counsel	1/19/2021
Tara Henry, Legislative Assistant	1/21/2021		

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 2B Komatsu WA200-8 Proposal 2132
- PW 2C Sourcewell Komatsu Joint Purchasing Contract

ROLAND MACHINERY CO.

12/8/2020
Quote #: pwalters-918

CITY OF BLOOMINGTON
Rob Krones
P O BOX 3157
BLOOMINGTON IL 61702-3157

Dear Rob,

Thank you for the opportunity to assist with your equipment requirements. Roland Machinery is pleased to make the following offer for your consideration:

2021 KOMATSU WA200-8 Serial #: Hours: 0

- WA200-8 KOMATSU WHEEL LOADER
- REAR FULL FENDERS
- BOOM HIGH LIFT
- BKT CYLINDER HIGH LIFT
- COUNTERWEIGHT, STANDARD
- 3-S VLV+ATT EPC+ONE PIPING ON BOOM
- RIM (LESS TIRES) 17.5 3PIECE RIM
- HANDLNG CHRG TO SHIP RIMS ONLY
- CCPLR H KO WA200PZ-6 416/ISO L/KIT (NEXU
- HYD KIT KO WA200-8 CPLR INSTALL

On behalf of Roland Machinery, thank you for your consideration of this equipment. We look forward to earning your business. Please contact me with any questions you may have.

Sincerely,

Paul Walters
217-789-7711 office
217-638-3961 mobile

ROLAND MACHINERY CO.

2021 KOMATSU WA200-8

Standard Equipment for Base Machine

Engine and related items:
Air cleaner, dry-type, two stage, radial sealed
Engine shut-off system, electric with key
Engine, KOMATSU SAA4D107E-3, 4 cylinder turbocharged, air to air after cooled, cooled EGR, direct injection Tier 4 Final interim emissions certified, diesel.
Gross HP: 128HP (95.2kW) / 2000 RPM
Net HP: 126HP (94kW) / 2000 RPM (SAEJ1349) ISO / 9249
Net HP: 122HP (91.1kW) / at max speed of hydraulic cooling fan
Exhaust pipe, curved
Fan, auto-reverse, hydraulic driven
KDOC After-Treatment Assembly
Komatsu Auto Idle Shutdown
SCR - Selective Catalytic Reduction aftertreatment with DEF tank and heated lines
Starting aid, intake air preheater type

Electrical system:
Alternator, 90 ampere, 24 volt
Back-up alarm
Batteries, 2 x 12 volt, (92 Ah), (680 CCA)
Battery disconnect switch
Horn, electric
Lights
- Back-up light, rear
- Sealed DT electrical connectors
Starting motor, 5.5kW direct electric, 24V
- Stop and tail light
- Turn signal, (2 front, 2 rear) with hazard switch
- Working lights, halogen (2 front, high low beam with indicator, fender mount, 2 rear grill mount
- Working lights, halogen (2 front) outside of cab mount

Power Train and Controls:
Differentials, torque proportioning, inboard planetary
Parking brake, wet disc type
Service brakes, hydraulic, wet multiple disc type, axle by axle (inboard)
Transmission, hydrostatic, 1 pump, 2 motors, full auto shift with speed range control
Transmission control
- F/R: steering column / loader control lever selectable
- Max speed control: electric, 4 speed F/R
- Traction control: electric, 3 mode

Operator environment:
Cab, (ROPS/FOPS) (installed), includes; adjustable arm rests, cigarette lighter/ashtray,

dome light, electrically heated rear window, air conditioner / heater / defroster / pressurizer, floor mat, front (intermittent) and rear wiper/washer, rearview mirrors '(2 outside, 2 inside), right hand and left hand door access with steps and sunvisor
Hydraulic control, 2 spool (boom/bucket), multi-function mono lever control, with integrated transmission F/R switch and includes integrated third spool proportional switch (3 spool is optional)
Monitor, 7 inch, LCD, color
Radio, AM/FM with speakers and auxiliary jack
Rear view monitor
Seat, heated air suspension type, reclining with armrests (fabric)

Equipment Management Monitoring System (EMMS)
Monitor: Multi-fuction, 7 inch, LCD, color high-resolution
Warning Message System with Descriptions
Gauges
- Engine water temperature
- Ecology
- Fuel level
- HST oil temperature
- Speedometer / Tachometer

Pilot Lights
- Auxiliary steering (opt)
- Brake oil pressure
- Central warning
- Cooling fan reverse
- DEF Level
- Directional indicator
- ECSS
- Engine pre heater
- Head lamp high beam
- HST Emergency pump drive
- Komtrax message
- Parking brake warning
- Quick coupler lock release (opt)
- Remote Boom Positioner
- Seat belt caution
- Steering oil pressure
- Traction level
- Transmission speed range
- Turn signal
- Work equipment lock warning

Special arrangements:
Ambient Temperature Range, -20°C (-4°F) through +45°C (+113°F) at maximum standard elevation of 2,300 meters (7,546 ft.)

Other Standard Equipment:
Boom kick-out, automatic
Bucket and lift cylinders
Centralized grease banks
Counterweight, standard and additional
Electronically Controlled Suspension System (ECSS)
Fenders, front & partial rear
Hand rails, front, LH & RH
KOMTRAX, Level 5
Lifting eyes
Parallel loader linkage and standard lift boom
Provision for Quick Coupler (mount points for piping, harness for cab switch)
Rims for 20.5-25 tires (4 each)
Vandalism Protection:
- Caplock & cover for fuel tank & hydraulic tank
- Padlocks
- Battery boxes
- Engine hood side panels & rear grill, lockable
- Radiator cap cover (bolted)
- Transfer case oil filler cover

Voltage converter (12 volt, 5 amp x 2)

Seat belt, 3" width, retractable
Steering wheel, tiltable, telescopic

Configuration

WA200-8 KOMATSU WHEEL LOADER
REAR FULL FENDERS
BOOM HIGH LIFT
BKT CYLINDER HIGH LIFT
COUNTERWEIGHT, STANDARD
3-S VLV+ATT EPC+ONE PIPING ON BOOM
RIM (LESS TIRES) 17.5 3PIECE RIM
HANDLNG CHRG TO SHIP RIMS ONLY
JRB HYD CPLR WA200 416/ISO L/KIT (NEXU
JRB HYD KIT WA200-8 CPLR INSTALL

Machine Year: 2021
Serial #:
Hours: 0

Attachment

4-N-1 BUCKET
HOSES & COUPLERS
JA LUBE KIT
ONE PIECE RIM SWAP

Warranty

5YR/6000 PREMIER WARRANTY
Extended Komatsu Care 5YR/6000HR

Total Selling Price

Sell Price	$176,876.00
Sales Tax	$ 0.00
Sub Total	$176,876.00
Less Rentals Paid	$ 0.00
Trade In	$ 0.00
Doc Fee	$ 0.00
Other Charges	$ 0.00
Total Amount Due	$176,876.00

*****Price good until 01-31-2021*****

Sourcewell Contract # 032119-KOM

Sourcewell Contract Expiration Date: 5-13-2023

ROLAND MACHINERY CO.

KomatsuCare

- Tier 4i & Tier 4 final Construction Equipment comes standard at *no additional cost* with complimentary factory scheduled maintenance for the first 3 years or 2,000 hours, whichever occurs first.
- Tier 4i & Tier 4 final construction equipment comes standard with two (2) complimentary KDPF exchange units for the first 5 years/9000 hours.
- If the machine's service location is more than one hour travel time or 75 miles one-way from the nearest authorized Komatsu Distributor branch, an addition charge by the Komatsu Distributor to the customer of _____ per hour and _____ per mile will apply on both segments of the trip, to and from the service location.

KOMATSU CARE™

Komtrax

- KOMTRAX is both a wireless equipment monitoring system and a secure, web-based, application used for reviewing the data KOMTRAX collects and sends. KOMTRAX not only gives you the power of knowledge, but also the convenience of managing your fleet on the Web, wherever you are. KOMTRAX data is packaged specifically for easy and intuitive analysis in maps, lists, graphs and charts that are ready for viewing at your convenience. KOMTRAX is standard on all Komatsu models and is *absolutely free* for the first 5 years. *That's a $5,000 value, at no cost to you.*

KOMTRAX®

Terms and Conditions

12/08/2020

*All orders are subject to acceptance by the Seller upon receipt of order at the office of Seller. In the event applicable taxes are not indicated in the quotation, the material quoted will be subject to any applicable taxes at the date of shipment.

*All quotations are subject to change without notice.

*Prices quoted are subject to change to comply with any manufacturer's price change or any changes in taxes imposed by federal, state or local governments between the date of the quotation and date of delivery of items quoted.

*The property herein quoted is guaranteed by manufacturer's warranty only and no warranty, express or implied, is made by the Seller.

*Terms of sales are subject to credit approval.

*Subject to approval, may require down payment.

*Delivery of the material quoted herein is contingent upon strikes, fires, prior sales, government action and other causes unavoidable or beyond control.

This Quotation is valid for 30 days from the date of origination.

____ ____

City Manager Tim Gleason Approval | Date Signed

Komatsu America

Heavy Construction Equipment

#032119-KOM

Maturity Date: 05/13/2023

- Products & Services
- Contract Documents
- Pricing
- Contact Information

Contract Documents

Heavy Construction Equipment with Related Accessories, Attachments, and Supplies

Contract #032119-KOM
Effective 05/13/2019 - 05/13/2023

Contract Documentation

Request for Proposal (RFP)(2.32 MB)
Contract Forms(7.56 MB)
Contract Acceptance & Award(240.01 KB)

Competitive Solicitation Documentation

Proposal Opening Record page(352.76 KB)
Proposal Evaluation(213.36 KB)
Evaluation Committee Comment & Review(593.94 KB)
Proof of Publication(1.9 MB)
Board Resolutions(3.9 MB)

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: January 25, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of a Resolution authorizing the first amendment to the current contract in the amount of $110,400 to the Division and Enterprise Pump Station Planning Study Multi-Year Professional Architectural & Engineering Services Contract between the City of Bloomington and Donohue & Associates, Inc.

On January 13, 2020, City Council approved a Contract with Donohue & Associates, Inc., for the Division Street and Enterprise Planning Study, in the amount of $191,800. This study focused on developing a Conceptual Design Report for a new pump station to replace the outdated Division Street and Enterprise Pump Stations with a single combined pumping facility that would be the primary facility to serve the City water distribution system. The study identified substantial future cost issues related to locating primary pumping facilities at the Division Street site and City staff determined that the Division Street location may not be the most prudent for the City. Accordingly, new work is necessary from Donohue & Associates to determine the best location for the new pump station. Because of the substantial work and money that will be required for the pumping station, City staff believes the additional work by Donohue & Associates to find the most appropriate location for the pumping station will save the City money in the long run.

Based on that recommendation, the proposed effort will include conducting workshops with City staff, developing technical memoranda, and concluding with a recommended capital improvement plan. The workshops and technical memoranda will develop and implement criteria for modeling water system performance and pump station site selection to develop a recommendation for capital improvements to water storage, pumping, and distribution facilities and a recommended implementation plan for those improvements.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because the subject pump stations are critical infrastructure for the City of Bloomington water system, and both are in need of substantial improvements. Delay of this project may cause an impact to system operations and water quality.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If the first amendment for $110,400.00 is approved, payment will be made from the Water Mechanical Maintenance-Architectural & Engineering Services for Construction account (50100160-70051). The $110,400.00 will be transferred from the Lake Maintenance Account (50100140-70051-60000) to the Water Mechanical Maintenance-Architectural & Engineering Services for Construction account (50100160-70051) to pay for the first amendment. The additional funds will be procured from Lake Bloomington Maintenance Facility Construction and Observation project budgeted in FY2021 that has been delayed until completion of pre-design planning of Water Treatment Plant Improvements.
Stakeholders can locate this in the FY 2021 Budget Book titled “Other Funds & Capital Improvement” on pages 113, 127, 249, 291, 325 and 326.

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

Respectfully submitted for Council consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

Reviewed by:

Kevin Kothe, Director of Public Works 1/15/2021

Carla Murillo, Procurement Manager 1/15/2021

Chris Tomerlin, Budget Manager 1/15/2021

Jeffrey R. Jurgens, Corporation Counsel 1/20/2021

Tara Henry, Legislative Assistant 1/21/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 3B Resolution_Division and Enterprise Pump Station Planning Study 01252021
- PW 3C Amendment _Division and Enterprise Pump Station Planning Study 01252021
- PW 3D Original Contract_Division and Enterprise Pump Station Planning Study 01252021

RESOLUTION NO. 2021 - ___

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.

WHEREAS, the City of Bloomington ("CITY") has previously authorized a contract with Donohue & Associates, Inc. ("DONOHUE") for the planning study of the Division Street and Enterprise Pump Station (January 13, 2020 Consent Agenda Item No. 7.E and Resolution 2019-34); and

WHEREAS, DONOHUE was deemed the most qualified and best fit for the CITY based on their initial contract submission and current work completed under the original contract; and

WHEREAS, the CITY approved the original contract for $191,800 in the FY 2021 Division and Enterprise Pump Station Planning Study Multi-Year Professional Architectural & Engineering Services Contract; and

WHEREAS, the study identified a new study and work is needed related to ensure the pumping facilities are relocated to the best location within the City and to avoid unforeseen costs with relocation of the pumping facilities to the original location considered; and

WHEREAS, this work will include conducting workshops with City staff, developing technical memoranda, and concluding with a recommended capital improvement plan for modeling water system performance and pump station site selection to develop a recommendation for capital improvements to water storage, pumping and distribution facilities as well as a recommended implementation plan; and

WHEREAS, City staff believe it is in the best interest of the CITY to approve the amendment to the contract as the pump stations are critical infrastructure for the CITY's water system; and

WHEREAS, the proposed contract amendment is in the best interests of the City, is germane to the original contract and DONOHUE remains the most qualified to do the work; and

WHEREAS, the first contract amendment will bring the total contract amount to $302,200 with the additional $110,400 being issued on a new purchase order; and

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

That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to secure the first amendment to the contract, and any other necessary documents to effectuate the purchase.

PASSED this 25th day of January 2021.

APPROVED this ___ day of January 2021.

CITY OF BLOOMINGTON	**ATTEST**
______________________________	______________________________
Tari Renner, Mayor	Leslie Smith-Yocum, City Clerk

DONOHUE

AMENDMENT NO. 1 to
ENGINEERING SERVICES AGREEMENT
Bloomington Division St and Enterprise Pump Station Conceptual Design Study (Project)
Original Agreement Executed January 13, 2020

This Amendment is by and between:

City of Bloomington (Owner)
603 W Division St
City of Bloomington, IL 61701

and

Donohue & Associates, Inc. (Donohue)
1605 South State Street, Suite 1C
Champaign, IL 61820

Who agree to amend the original Agreement, as follows:

PART I – B. SCOPE OF SERVICES

The services have been modified to include the additional activities listed in Exhibit A attached.

PART III – A. COMPENSATION

Compensation for the services set forth in Part I shall be increased $110,400, resulting in a total contract amount of $302,200.00.

APPROVED FOR OWNER	**APPROVED FOR DONOHUE**
By: ______________________	By: [redacted]
Printed Name: ______________________	Printed Name: Eric Cockerill, PE
Title: ______________________	Title: Vice-President
Date: ______________________	Date: 11/5/2020

AMENDMENT – EXHIBIT A
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The Water Division of the City of Bloomington's Public Works Department ("City") owns and operates a public water system that serves customers within the City's corporate limits. The City owns a water treatment plant that is located north of the City and that facility conveys finished water to the distribution system within the City. In the northwest part of the City (north of the intersection of Division and Mason Streets), the water system has a 5 million gallon (MG) ground storage tank and a 10 MG ground storage tank, both of which serve as finished water reservoirs utilized to meet various system demands.

System pressure is maintained by two booster pump stations that withdraw finished water from the two aforementioned ground storage tanks and from system pressure. The City distribution system has five distinct pressure zones and two suction zones. The normal pressure in the mains filling the two ground storage tanks is currently about 5 psi, but could change to 56 psi in the future.

Donohue recently completed a conceptual level design for the new pumping facilities at the Division Street location. Due to the potential high cost of these facilities, the City is requesting that Donohue perform a planning level siting study to determine the most cost effective long term solution for the distribution system piping, pumping and storage.

In order to finalize the current Division-Enterprise Pump Station Study, the following remaining tasks will be completed:

- Workshop to discuss and determine the broader issues relevant to the study and locating pumping facilities at Division St and the value-engineering items to include in the conceptual design report.
- Incorporate review comments for final draft of conceptual design report.
- Develop final OPCC for the report.
- Develop a recommendation section in the report that discusses the need for additional planning and potentially siting the pump station in an alternate location.
- Conduct a review workshop for the pre-final draft of the report.

It is anticipated that the current study remaining fee is adequate to cover the above remaining tasks.

In order to provide long range planning for the distribution system, pumping facilities and storage across the two main pressure zones, the following major objectives will be addressed under this amendment:

- Collaborative workshops with the City and appropriate various department staff
- Analyze the water system demands and develop a prioritized list of optimum locations for pump station connection into the pipe network.
- Develop anticipated growth areas for large users based on City input.
- Analyze the options for supplying Hamilton Zone system demand – current & future.
- Develop a water-model-based capacity analysis of the transmission main system both with and without the Pipeline Road Division E & G improvements.
- Conduct a Siting Workshop(s) with Water, Planning, & Economic Development staff.
- Utilize current zoning and land availability data in the City GIS to develop a selection set of potential sites.
- Develop and analyze alternatives for supplying the Enterprise Zone.
- Develop and analyze alternatives for an Enterprise Zone elevated tank.
- Develop and analyze alternatives for a second elevated tank for the Hamilton Zone.

The following is a detailed listing of tasks for the proposed scope of services. The proposed workflow will produce a technical memorandum as a key deliverable documenting the decisions agreed to at the end of each phase of work. The next phase of work will build on the material established in previous technical memorandums.

B. SCOPE OF SERVICES

Services to be provided by Donohue for this Project under this Agreement are as follows:

Project Development and Management

- Assign a Project Manager who will coordinate project activities, and will be the principal liaison between the Owner and Donohue. The project manager will be Terry Boyer.

- Draft a project plan that addresses the project background and location; the Project purpose and description; Owner and project team member information and roles; a work outline for design services; project schedule; project budget by work task; and additional information that may be appropriate.

- Conduct a project kick-off meeting (combined with Workshop 1 - Project Definition Workshop described below) with the Owner's representatives to review project goals and objectives, review project scope and responsibilities for the project, and to review the proposed project schedule.

- Arrange, coordinate and attend monthly progress meetings with the Owner. Prepare and distribute meeting minutes.

- Provide monthly progress reports to Owner to document services performed and schedule status. This is typically performed as part of the monthly project invoicing routine.

Task 1 - Project Definition Phase

Define Issues and Objectives

This Task will document the issues the City wants to address and the specific Project objectives. In effect, it will define a strategic direction for the Planning activities related to the distribution system, including large main, pumping, pressure, and storage requirements.

Define Evaluation Criteria

This Task will establish the metrics and other criteria to evaluate and compare alternatives.

Common economic criteria include capital costs, annual costs (or savings), life-cycle costs (total present value), and simple payback. Common escalation rates relevant to life-cycle cost analyses include discount rate, inflation rate, natural gas escalation rate, electricity escalation rate, and chemical escalation rate. We will also establish baseline utility costs.

Non-economic criteria are unique to each Project and City preferences. Criteria have included operational simplicity, operational reliability, maintainability, constructability, future flexibility, safety, sustainability, public acceptance, and fundability.

Workshops and Deliverables

- **Workshop 1 - Project Definition Workshop** – Agenda, Presentation Material, and Notes | Define issues, objectives, and strategic direction. Establish evaluation criteria and metrics.
- Team Roster and Contact Information
- Request for Additional Information
- Draft and Final TM 1 – Project Definition

Task 2 - Current and Future Conditions Phase

Document Existing Conditions

Donohue has completed review of the existing model and major distribution system components. Based on our project definition workshop, we will review and request additional information that may be required to complete additional modeling. We will request information before performing the comprehensive alternate site assessment. Donohue will request the following information below be provided to start the facility planning process.

- City growth in the various pressure zones
- Utility Usage Records documenting electricity costs
- Maintenance Records at current pumping and storage facilities
- Critical pipe replacement needs within the City
- Record Drawings for existing facilities as appropriate
- Comprehensive Planning Area Maps
- Engineering Reports as appropriate

The existing distribution system components such as large transmission mains, pumping facilities, pressure requirements, and storage will be reviewed with City staff to determine the critical planning level long range needs to be addressed as part of this planning effort. The project team and the City will rely on previously developed condition assessments and will not perform any additional on-site condition assessments.

Workshops and Deliverables

- ❖ Draft and Final TM 2 – Existing Conditions
- ☐ **Workshop 2 - Existing Conditions Workshop** – Agenda, Presentation Material, and Notes | Review draft TM 2 – Existing Conditions

Develop Water Demand and Growth Areas

We will develop future water demand and pressure requirement projections in collaboration with City staff.

Distribution System WaterGems Model

Donohue will review the WaterGems model in the various areas of the distribution system being considered to determine if there is any additional information, evaluation or calibration that will be required in order to effectively model these areas for the planning level effort. The current WaterGems model will be modified to include the entire water supply system to best evaluate the revised pump station locations along with additional storage within the system. Water age scenarios will be evaluated for the system to determine the baseline water age of the system during existing average and maximum day demands.

Workshops and Deliverables

- ❖ Draft and Final TM 3 – Water Demand Projections
- ❖ Draft and Final TM 4 – WaterGems Model
- ☐ **Workshop 3 – Water Demand and Growth Areas Workshop** – Agenda, Presentation Material, and Notes | Review draft TM 3 – Water Demand Projections
- ☐ **Workshop 4 – WaterGems Model Workshop** – Agenda, Presentation Material, and Notes | Review draft TM 4 – WaterGems Model

Task 3 - Evaluation Phase

Brainstorm and Screen Alternatives

We will prepare for and conduct a Brainstorming Workshop. The purpose is to identify alternatives that might address current, near-term, and long-term deficiencies. The goal is for the collective brainstorming by City staff, experienced operators and engineers to result in a wide range of alternative ideas.

At the conclusion of the Brainstorming Workshop, those in attendance will generate a list of alternatives worthy of further consideration. Working from this list, Donohue will generate preliminary information relevant to those alternatives. At the subsequent Retained Alternatives Workshop, attendees will consider this preliminary information and determine which alternatives will be advanced forward for further development and analysis in the next Task.

Workshops and Deliverables

- ☐ **Workshop 5 - Brainstorming Workshop** – Agenda, Presentation Material, and Notes | Brainstorm alternatives
- ❖ Draft and Final TM 5 – Pre-Screened Alternatives
- ☐ **Workshop 6 - Retained Alternatives Workshop** – Agenda, Presentation Material, and Notes | Consider preliminary assessment information provided by Donohue and select alternatives deemed worthy of detailed evaluation
- ❖ Draft and Final TM 6 –Retained Alternatives

Evaluate Alternatives

The efforts leading up to this Task will produce a list of alternatives deemed worthy of thorough and detailed economic and non-economic evaluation. For each alternative, we will develop performance assessments, capital cost opinions, operating cost opinions, present worth or net present value cost opinions (life-cycle costs), non-economic advantages, and non-economic disadvantages. This information will allow the City to compare competing alternatives and ultimately select the alternatives to implement. It is anticipated that there will be 4 to 6 alternatives selected for complete lifecycle cost evaluation.

Each alternative will be evaluated in the WaterGems model to determine the feasibility and system impacts. Each alternative will include the following model scenarios:

- Existing Average Day Demand (Extended Period Simulation)
- Existing Maximum Day Demand (Extended Period Simulation)
- Existing Maximum Hour Demand (Steady State)
- Existing Fire Flow (Fire Flow Analysis)
- Existing Average Day Water Age (10 Day Water Age Analysis)
- Future Average Day Demand (Extended Period Simulation)
- Future Maximum Day Demand (Extended Period Simulation)
- Future Maximum Hour Demand (Steady State)
- Future Fire Flow (Fire Flow Analysis)
- Future Average Day Water Age (10 Day Water Age Analysis)

The deliverable produced at the completion of this Task, TM 7 – Alternatives Analysis, will include the economic and non-economic information associated with the various alternatives as well as the remedies that address the condition and capacity concerns documented in TM 2.

Workshops and Deliverables

- ❖ Draft and Final TM 7 – Alternatives Analysis
- ☐ **Workshop 7 - Alternatives Analysis Workshop** – Agenda, Presentation Material, and Notes | Review the Alternatives Analysis and Capital Improvements Analysis

Task 4 - Phasing and Financing Phase

Define Technical Strategy

Armed with the economic and non-economic information in the final TM 7 – Alternatives Analysis, the Team will establish the preferred near-term and far-term technical strategy for the recommended distribution system improvements. In other words, the City will define the distribution system technical strategy without regard to phasing. The next Task will define the timing and associated financing strategies.

Workshops and Deliverables

- ☐ **Workshop 8 - Technical Strategy Workshop** – Agenda, Presentation Material, and Notes | Define the facility-wide strategy to address all issues and concerns, and meet all objectives. Attendees will discuss potential phasing and financing strategies; however, these strategies will be explored in more depth during the subsequent Workshop.

Define Phasing and Financial Strategy

After the City defines the "right" distribution system technical strategy, the Team will work collaboratively to determine a well-conceived, detailed, and affordable phasing and financing strategy. The end product will likely be a phased implementation of the City-selected technical strategy using multiple funding mechanisms.

Workshops and Deliverables

- ❖ Draft and Final TM 8 – Implementation Strategy
- ☐ **Workshop 9 - Implementation Strategy Workshop** – Agenda, Presentation Material, and Notes | Using the information in TM 7 – Alternatives Analysis and affordability information, attendees will define the facility-wide technical strategy.
- ☐ **Workshop 10 - Phasing and Financing Strategy Workshop** – Agenda, Presentation Material, and Notes | Attendees will determine how to affordably realize the technical strategy advanced from the previous Workshop. The end product will likely be a phased implementation using multiple funding mechanisms.

Task 5 - Approval and Funding Phase

Obtain Stakeholder Approvals, Pursue Funding

By this Task, the planning work is complete. We will assemble the Water Distribution Capital Improvement Plan by compiling the various TMs and drafting a summary report that references those TMs in appendices. The Capital Improvement Plan will be this summary report, referenced TMs, and other deliverables produced during the Project.

We will prepare a Capital Improvement Plan Presentation and meet with the City officials and other City-identified stakeholders to review the draft Capital Improvement Plan for the purpose of soliciting feedback and obtaining consensus.

Workshops and Deliverables

- Draft and Final Capital Improvement Plan – six (6) copies of the final report and an electronic version will be delivered to the City.
- Stakeholder Presentations

C. PROJECT TIMING

1. Donohue shall be authorized to commence the Services set forth herein upon receipt of a Notice to Proceed executed by the City of Bloomington. The services shall be completed within six (6) months from authorization to proceed.

Amendment #1 - City Distribution System Master Planning
City of Bloomington, Illinois
2020 Fee Estimate Summary
Donohue & Associates

IDOT OH Rate 1.4794 14.500%

Task Description	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
Task 1 - Project Definition Phase								$ 6,439
Workshop #1 - Project Defini ion Workshop	22	$ 1,325			$ 1,960.21	$ 476	$ 3,762	
Draft TM 1 - Project Definition	10	$ 629			$ 930.04	$ 226	$ 1,785	
Incorporate City Comments and Finalize TM 1	5	$ 314			$ 465.02	$ 113	$ 892	
Task 2 - Current and Future Conditions Phase								$ 29,338
Obtain and Review Additional System Information	17	$ 944			$ 1,396.52	$ 339	$ 2,680	
Document Existing Conditions	10	$ 583			$ 862.67	$ 210	$ 1,655	
Draft TM 2 - Existing Conditions	8	$ 471			$ 697.51	$ 170	$ 1,338	
Incorporate City Comments and Finalize TM 2	5	$ 314			$ 465.02	$ 113	$ 892	
Workshop #2 - Exis ing Conditions Workshop	11	$ 663			$ 980.10	$ 238	$ 1,881	
Develop Future Water Demand and Pressure Requirements	10	$ 571			$ 844.26	$ 205	$ 1,620	
Review WaterGems Model	20	$ 1,167			$ 1,725.75	$ 419	$ 3,312	
Modify WaterGems Model for Key Areas	24	$ 1,388			$ 2,053.73	$ 499	$ 3,941	
Evaluate Water Age Scenarios	27	$ 1,529			$ 2,261.94	$ 550	$ 4,341	
Draft TM 3 - Water Demand Projections	5	$ 318			$ 470.89	$ 114	$ 904	
Incorporate City Comments and Finalize TM 3	5	$ 314			$ 465.02	$ 113	$ 892	
Draft TM 4 - WaterGems Model	7	$ 428			$ 633.72	$ 154	$ 1,216	
Incorporate City Comments and Finalize TM 4	5	$ 318			$ 470.89	$ 114	$ 904	
Workshop #3 - Water Demand and Growth Areas Wokshop	11	$ 663			$ 980.10	$ 238	$ 1,881	
Workshop #4 - WaterGems Model Workshop	11	$ 663			$ 980.10	$ 238	$ 1,881	
Task 3 - Evaluation Phase								$ 53,851
Brainstorm and Screen Alternatives	11	$ 661			$ 977.77	$ 238	$ 1,876	
Workshop #5 - Brainstorming Workshop	11	$ 663			$ 980.10	$ 238	$ 1,881	
Draft TM 5 - Prescreened Alternatives	12	$ 684			$ 1,011.41	$ 246	$ 1,941	
Incorporate City Comments and Finalize TM 5	5	$ 314			$ 465.02	$ 113	$ 892	
Workshop #6 - Retained Alternatives Workshop	11	$ 663			$ 980.10	$ 238	$ 1,881	
Draft TM 6 - Retained Alternatives	12	$ 685			$ 1,013.74	$ 246	$ 1,945	
Incorporate City Comments and Finalize TM 6	7	$ 447			$ 661.53	$ 161	$ 1,269	
Alternatives Analysis	158	$ 8,801	$ 6,800		$ 13,019.70	$ 4,150	$ 32,770	
Draft TM 7 - Alternatives Analysis	38	$ 2,167			$ 3,206.45	$ 779	$ 6,153	
Incorporate City Comments and Finalize TM 7	8	$ 479			$ 709.25	$ 172	$ 1,361	
Workshop #7 - Alternatives Analysis Workshop	11	$ 663			$ 980.10	$ 238	$ 1,881	
Task 4 - Phasing and Financing Phase								$ 2,934
Develop preliminary technical strategy	6	$ 371		$ -	$ 548.77	$ 133	$ 1,053	
Workshop #8 - Technical Strategy Workshop	11	$ 663			$ 980.10	$ 238	$ 1,881	
Develop preliminary phasing and financing strategy								
Workshop #9 - Implementation Strategy Workshop Workshop								
Workshop #10 - Phasing and Financing Workshop Workshop								
Task 5 - Approval and Funding Phase								$ 17,783
Prepare Capital Improvement Plan draft executive summary	84	$ 4,712			$ 6,970.22	$ 1,694	$ 13,376	
Draft Executive Summary and Report to City	3	$ 185			$ 274.38	$ 67	$ 527	
Incorporate City Comments and Finalize Report	10	$ 582			$ 860.33	$ 209	$ 1,651	
Printing and Distribu ing Report	27	$ 786			$ 1,162.19	$ 282	$ 2,230	
Total	638	$ 36,126	$ 6,800	$ -	$ 53,445	$ 13,974	**$ 110,344**	**$ 110,344**
Total Direct Labor Dollars by Staff							**TOTAL**	**$ 110,400**

CITY OF BLOOMINGTON CONTRACT WITH
Donohue & Associates, Inc.
FOR PROFESSIONAL SERVICES FOR
Multi Year Professional Architectural & Engineering Services

THIS AGREEMENT, dated this ____ day of ____________, ~~2019~~ 2020, is between the City of Bloomington (hereinafter "CITY") and Donohue & Associates, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

Section 3. **Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

☐ A flat fee of $_________ as set forth in the payment terms attached as Exhibit B.

☑ Fees as set forth in the Payment Terms attached as Exhibit B.

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

Section 5. **Reuse of Documents.** All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act. Insert (A) below

Section 6. **Standard of Care.** Services performed by CONTRACTOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 7. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from and against liability ~~arising out of~~ to the proportionate extent caused by CONTRACTOR'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

(A) Any reuse or alteration of the documents for any purpose other than that for which such documents were originally prepared shall be at CITY'S sole risk and CONTRACTOR assumes no responsibility for the alteration or reuse of those documents, notwithstanding an understanding by both parties that the documents can be relied on as accurate and trustworthy, having been created under the provisions set forth in Section 6 Standard of Care.

(B) For purposes of this Agreement, a party "prevails" if it recovers 51 percent or more of what it sought in such proceeding, or if it successfully defends against 51 percent or more of what was claimed against it. If neither percentage is met, the parties bear their own respective attorney's fees.

The CONTRACTOR, their agents, or employees shall not be jointly, severally or individually liable to CITY for more than the amount of insurance required in Section 8 Insurance Requirements below, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by laws and regulations, CITY and CONTRACTOR waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.

Section 8. **Insurance Requirements.** CONTRACTOR shall maintain an errors and omissions policy in the amount of $2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than $2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 10. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. **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 12. **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 13. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. **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 15. **Attorney Fees.** In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

Section 16. **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 17. **Term**. The term of this Contract shall be:

- [x] Until all of the services and/or deliverables required to provided within this Contract are completed.
- [ ] From one (1) year from the date of execution.
- [ ] From two (2) years from the date of execution.
- [ ] Other:____

The Contract shall also be subject to the following renewal terms, if any: None

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

Section 18. 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

Donohue & Associates, Inc.

By: [redacted]
Its Vice President

ATTEST:

By: ______________________
City Clerk

By: [redacted]
Its Vice President

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

EXHIBIT "A"
SCOPE OF SERVICES

A. PROJECT UNDERSTANDING

1. **Background:** The Water Division of the City of Bloomington's Public Works Department ("City") owns and operates a public water system that serves customers within the City's corporate limits. The City owns a water treatment plant that is located north of the City and that facility conveys finished water to the distribution system within the City. In the northwest part of the City (north of the intersection of Division and Mason Streets), the water system has a 5 million gallon (MMG) ground storage tank and a 10 MMG ground storage tank, both of which serve as finished water reservoirs utilized to meet various system demands.

   It is important to note that the 5-MMG reservoir has no overflow on it nor does it have a code-compliant drain. In addition, its bottom slab is below the 100-year flood plain and less than 50% of its water depth is above grade, which makes it in violation of the 2012 Ten States Standards, Article 7.0.2. For the 10 MMG reservoir, its floor slab is below the 100-year flood plain, its overflow is non-conforming, and the City staff has cross contamination concerns for it. All of these deficiencies must be addressed in the alternatives being considered and the cost analysis.

   System pressure is maintained by two booster pump stations that withdraw finished water from the two aforementioned ground storage tanks and from system pressure. The City distribution system has two distinct pressure zones and two suction zones. The normal pressure in the mains filling the two ground storage tanks is currently about 5 psi, but could change to 56 psi in the future.

   The Enterprise Zone Pump Station (Building #607) was constructed in 1987 and it contains two 4-MGD booster pumps and one 1-MGD booster pump. All three pumps are vertical turbine pumps that operate on 480-volt power. All three pumps withdraw finished water from a wetwell that has a makeshift cover over it. That facility also has other design deficiencies. Influent flow to the wetwell is controlled by two butterfly valves that are not completely operable, nor do they provide a leak-proof shut-off of flow into the wetwell. The station also does not have a main disconnect on the incoming power, nor a backup generator and keeping the motors from overheating is of concern.

   The Division Street Pump Station (Building #605) was constructed in 1954 and it contains two 4-MGD pumps and two 3-MGD pumps, with space and connections for a fifth pump. All pumps in this station are relatively old, line-shaft type centrifugal pumps that operate on 2,400-volt power. These line-shaft pumps have inherent vibration problems and are a safety concern. The pumps and piping are in a basement area and removal and replacement of the pumps and valves is cumbersome. No permanent means of removing these items was provided in the station. The station also has two Venturi flow meters that are in deep pits out in the site and these structures are confined spaces that are unsafe to enter. The building likely does not comply with modern building codes.

   In addition to these facilities, the City Public Works' Water Division has a Water Salesman Facility (Building #609) that is located southwest of the Division Street Pump Station (Building #605). This facility provides a location for customers to purchase finished water in bulk quantities. It remains viable; however, its continued use by the public must be coordinated with any future booster pump station replacements being contemplated. Lastly, the Water Division has a relatively small Maintenance Shop that is located in the northeast corner of its Building #603. This Maintenance Shop is located remotely from the existing pump stations and it is too small for the Division's needs. A modern replacement for that space is desired under this project.

The City has a completed model of the water distribution system that was used for overall system capital and master planning. For the purposes of this conceptual design study, the model and calibration will be reviewed with the developer of the model. This review will include items such as physical model components; customer demands; diurnal demand patterns; handling of non-revenue water and pump controls. At the end of this review, a Technical Memorandum will be developed that documents the model review, proposed model implementation in the study, concerns regarding model suitability for the proposed study hydraulic calculations, and recommendations for further model development.

2. **Goals and Objectives:** Under this project, Donohue is to compile a planning study to resolve the issues listed above. The City envisions that the study will examine the best means of replacing the two existing deficient booster pump stations with a single new pump station, whose structure will also contain a new and larger Maintenance Shop. At this preliminary juncture, the City has the following goals and objectives for the Study:

    a. At this time, the City desires that the replacement pump station should be able to produce on the order of 20 MGD; however, the City wishes to optimize its conceptual design by having Donohue model the system in this vicinity iteratively, to determine the most cost-effective sizing of the station. With this understanding, Donohue is to complete several water modeling runs of the system to hone in on what is the best station size.

    In addition to the above information, it is understood that there is uncertainty as to whether the size and configuration of the mains in this vicinity may cause hydraulic restrictions that could reduce this value. As a result of this, Donohue's efforts shall include running a series of hydraulic model scenarios (not more than six scenarios) that would test the hydraulic capacities of the system and propose various pump sizes and numbers of units. The City owns and maintains a reasonably calibrated, 7000-pipe WaterGEMS hydraulic model of the City's water distribution system. Said model has been updated in recent years and it adequately represents the system as it currently exists. Both Donohue and the City agree that, to accomplish the modeling work, Donohue will rent a copy of the WaterGEMS software and Donohue will then use the City's model data files (but not its software license) to run these scenarios.

    In addition, the City and Donohue understand that the City's water model was calibrated by another consultant; however, no formal Calibration Report was produced to document the degree and accuracy of the calibration efforts. The City reports that extensive checks of City water records were done over a 12-month period to confirm on paper the main sizes, materials, and ages; however, a formal report of that work was not produced. With that, City and Donohue agree that early in the Study effort, Donohue will perform a rudimentary check of the calibration, as stated hereafter.

b. The City and Donohue will collaboratively determine the acceptable type of pumps and manufacturers of those pumps.

c. The new booster pumps will be sized and controlled to provide smooth flow transitions and to reduce surges in the system. Currently the existing booster pumps are a mix of single speed and variable speed pumps. City field checks on the pumps has found them to be operating within 10% of their factory curve points.

d. The station is to be provided with modern controls and SCADA components. As part of this study, Donohue is to coordinate its SCADA conceptual design approach with SCADAware, the City's retainer SCADA integrator firm. It is understood that currently the City has data on the prevailing elevated tank water levels being sent back to SCADA; however, currently the flow and pressure data from the existing booster stations is suspect. In addition, the City has in the past performed numerous fire hydrant flow tests and that data will be made available to Donohue at Workshop #1

e. The City utilizes chloramines for disinfection at its water treatment plant and it is running on and monitoring total chlorine residuals, not free chlorine residuals. In order to account for potential future re-chlorination requirements, the new station will have additional space reserved for future chemical addition.

f. The new booster station shall be fitted with a bridge crane over the pumps, so that motors, pumps, valve and fittings can be lifted out of (or into) their positions and out to an open work area, where maintenance personnel can easily commence with work on these components. The goal is that City personnel should not have to set up portable gantries or cranes to remove or work on the pumps and their appurtenances.

g. The water mains in the vicinity of the two pump stations are very old cast iron pipes that are in need of replacement. As part of this study, Donohue is to include certain main replacements, as directed by the City and as indicated by the results of the WaterGEMS model outputs. The conceptual design civil drawings shall clearly depict the extent of main and valve replacements that the City needs.

h. It is expected that the motors provided for the new booster station's pumps will be significantly more efficient from a power demand standpoint. In addition, the proposed future suction line condition of 56 psi will require less pumping energy than the current 5-psi suction pressure. Therefore, the Study is to identify any energy rebate opportunities (e.g., Ameren's Act-On Energy Rebate Program) that the City can benefit from.

i. There is one candidate site for the new Booster Station/Maintenance Shop, which is Site "A" which is located north of the existing Enterprise Zone Station. However, this seemingly open site was actually the site of the City's water pumping station that was demolished sometime after 1964. Remnants of that structure may remain buried below grade on Site "A". It is recognized that this candidate site could have hidden environmental issues. Because of that, a Phase 2 Environmental Study is likely needed for the site. This study will better determine whether any environmental hazards exist at the two sites. It is understood that this Study is beyond the Scope of this report and will be completed at a later date.

In addition, a geotechnical study of the candidate site will be eventually needed. However, said work is considered beyond the Scope of this Study and the cost of any geotechnical investigations is not included in the fee.

3. **Project Staffing Team:** Donohue proposes to utilize the following key professional staff for this project:

   - Terry Boyer, PE, Project Manager
   - Joseph V. Pisula, PE, Senior Process QC Engineer
   - Mike Stohl, Sr. Electrical Engineer
   - Mark Rokita, P.E., Process Engineer
   - Chris Safford , Process Modeling Engineer
   - Brady Bell , SCADA Engineer
   - Maurer-Stutz, Model Technical Advisory Firm

B. DETAILED TASKS

Donohue proposes to perform the following Professional Services under this proposal:

a. Donohue's project team members will meet with the applicable Public Works Department staff in a Project Kick-Off Meeting (Workshop #1). During said workshop, the City will provide to Donohue the existing relevant project information, such as existing water main drawings, WaterGEMS background information, past IEPA Field Inspection Reports issued within the last six (6) years, City fire hydrant flow tests, and other relevant data. The project team will review the project goals and objectives, and project schedule. During this meeting, the Water Division staff will outline its expectations for scenarios of pump station operation that it wishes for Donohue to model, using WaterGEMS. During this workshop Donohue will confirm with the City the design parameters and assumptions presented in Section A of this Scope of Services.

   During Workshop #1, the City will also provide Donohue with its space utilization needs for the new Maintenance Building. Examples of space utilization needs include a listing of activities that the Maintenance crews will be doing in this area, what tools they expect to use (such as the need for pneumatic air supply throughout the building), the spaces needed for tools, spare parts, meters, etc., that are utilized, plus the number of personnel needing private offices in the space. Within 14 calendar days of Workshop #1, Donohue will provide the City and its team members a .pdf copy of the meeting minutes, for review and comment.

b. After Workshop #1 but before Workshop #2, the City will conduct an aerial survey by drone and will provide to Donohue a digital terrain model in LAS file format. The digital terrain model will include surface features for the City property at the Division Street campus with underground utilities shown in the composite digital photography as marked by a design stage J.U.L.I.E. locate for the area. Donohue will budget 32 hours for additional field pickup of infrastructure that may be unclear from the digital terrain model.

c. After Workshop #1 but before Workshop #2, Donohue's modeling engineer will review the existing calibrated model, performing a reality check on the quality of the model and the calibration. Not all nodes and pipes will be checked, but random checks will be made to confirm, to Donohue's satisfaction, that the model was properly calibrated. For the purposes of this conceptual design study, the model and calibration will be reviewed with the developer of the model. This review will include items such as physical model components; customer demands; diurnal demand patterns; handling of non-revenue water and pump controls. At the end of this review, a Technical Memorandum will be developed that documents the model review, proposed model implementation in the study, concerns regarding model suitability for the proposed study hydraulic calculations, and recommendations for further model development. The person-hours and cost for this task are identified in Exhibit "B". If the City and Donohue agree that the previous modeling and calibration effort is satisfactory, Donohue will then proceed to model various booster station sizes and related improvement needs. If the Technical Memorandum indicates insufficient modeling and calibration was performed and it properly delineates the specific deficiencies, the City will then determine whether to have the previous modeling consultant resolve those issues or to request having Donohue prepare a Calibration Resolution Plan, at additional cost. It is agreed by both parties that additional model calibration efforts by Donohue are beyond the scope of this Study.

d. Using the information provided by the City during the Workshop #1 and the activities listed above, Donohue will compile up to six (6) modeling run scenarios to determine the optimal firm output of the new station (in the vicinity of 20 MGD) and what upgrades might be needed to achieve that goal. Donohue will develop recommendations to the City regarding critical operating parameters such as system pressures and flow velocity which will be used to determine the maximum acceptable flow that can be delivered from the Division Street site. Upon completion of the modeling runs, Donohue will assemble a brief Technical Memorandum that outlines the modeling procedures and assumptions and which summarizes the modeling results.

e. Donohue will then meet with the City staff in Workshop #2 at which time the Modeling Technical Memorandum will be reviewed and discussed. During the meeting, the results of the modeling effort will be discussed and if satisfactory, Donohue will then proceed with further tasks. If the City requests that more modeling scenarios are needed, under the stated fee, Donohue will complete up to two (2) additional modeling runs, then revise and re-issue the Modeling Technical Memorandum, to reflect those changes. Within 14 calendar days of Workshop #2, Donohue will provide the City and its team members a .pdf copy of the meeting minutes, for review and comment. Once City comments are provided, Donohue will incorporate said comments in the Technical Memorandum. Donohue's project schedule assumes that City comments can be provided in five weeks or less.

f. Once Workshop #2 has been satisfactorily been completed and concurrent with Task "e" above, Donohue will then proceed to the Conceptual Design Stage. At this stage, Donohue will complete sets of rudimentary plan and section views of various design alternatives for the proposed new Maintenance Building/Pump Station. In addition, conceptual level civil site drawings will be compiled of the proposed site piping additions and replacements, proposed traffic patterns and other civil design features. For depicting existing subsurface features, Donohue will utilize the City's existing GIS-based subsurface utility information that has been derived from City records. It is understood that not all existing subsurface utilities are shown on the City GIS system. The City provided drone survey will include digital imaging of the project area with the available design stage J.U.L.I.E. markings in place.

Donohue's conceptual design effort will also include the compilation of Basis of Design calculations that include the key design parameters for the pumps, including pump performance criteria. Donohue will also make preliminary pump and equipment selections and provide manufacturers' cut sheets and pump curves for said equipment. The Basis of Design calculations shall reference how the design concepts comply with the applicable standards including the 2018 Ten States Standards for Water Works as well as the pending edition of 35 Ill. Adm. Code 604. Donohue will provide to the City six (6) half-size paper copies of the design drawings plus the Basis of Design calculations, plus one (1) .pdf electronic copy.

g. Once the draft Conceptual Design drawings and Basis of Design calculations have been delivered to the City, Donohue will promptly meet with the City staff in Workshop #3, to review the Basis of Design calculations and Conceptual Design drawings. Donohue will accept the City's review comments and incorporate them shortly thereafter. Donohue's project schedule assumes that City comments can be provided in three weeks or less.

h. The Conceptual Design effort will culminate with a draft Conceptual Design Report that summarizes the alternatives examined as well as the design criteria utilized. The report will summarize the findings of all work described above and will provide a Recommended Option for the City to consider. Donohue will furnish the City with six (6) paper copies of the draft Conceptual Design Report plus one (1) .pdf copy delivered via email. It is agreed by City and Donohue that the report is not intended to serve as a Project Plan as required by Illinois EPA's Public Water Supply Loan Program (PWSLP). Although the City may elect to secure IEPA low interest loan money to finance the project, the report needed for said loan is beyond the scope of this Study. The proposed Conceptual Design Report will include the following chapters:

Chapter 1 - Introduction
- Purpose
- Background
- Scope of Work
- City Goals

Chapter 2 – Water Distribution Model Review
- Physical Model
- Demand Projections
- Non-Revenue Water
- Distribution System Analysis
- Piping System
- Pumping Facilities
- Storage Facilities
- Calibration Methodology
- Recommendations

Chapter 3 - Process Design Basis
- Process Design Basis
- Equipment
- Pumps
- Drain Pump
- Emergency Sump Pump
- Gates
- Piping and Valves
- Electric Actuators
- Non-buried, Interior Piping, 3-inch to 42-inch:

Gate Valves
Butterfly Valves
Air Cushioned Swing Check Valves
Dismantling Joints
Service Saddles
Pipe Sleeves and Seals
Flanged Coupling Adapters
Expansion Joints

Chapter 3 - Civil Design Basis
General
Codes
Permits and Reviews
Environmental
Wetlands
Floodplain
Stormwater Management
Grading Work and Erosion Control
Buried Piping
Rehabilitation of Existing Piping
Contractor Access and Staging/Storage Area

Chapter 4 - Structural Design Basis
Codes
Foundations
Cast-In-Place Concrete
Metals
Coatings

Chapter 5 - Architectural Design Basis
Codes
Code Research
Permits and Reviews
Design
Materials

Chapter 6 - Building Mechanical/ Plumbing Design Basis
Codes
Plumbing Fixtures
Plumbing Equipment
Plumbing Piping and Valves
Sanitary/Storm Sewer
Domestic Water
Compressed Air/Vacuum
Natural Gas
Ductwork
HVAC Equipment
Pump Station

Chapter 7 - Electrical Design Basis
- Codes
- Power Distribution
- Switchgears
- Motor Control Centers
- Variable Frequency Drives
- Motor Starters
- Receptacle Panel Board – 120/208v
- Lighting Panel Board – 120/208v
- Conduit
- Conductors (600V and Less)
- Medium Voltage Conductors
- Lighting
- Fire Alarm, Security Systems, Telephone Systems, Computer Network

Chapter 8 - Instrumentation and Controls Design Basis
- Codes and Standards
- Network Design
- Programmable Logic Controller Considerations
- SCADA System Considerations

Chapter 9 – Scope of Work by Structure
- Structure 002 – Division Street Site Improvements
- Structure 090 – Reservoir Improvements
- Structure 100 – Division Street and Enterprise Pump Station
  - Civil
  - Architectural
  - Structural
  - Process-Mechanical
  - Building Mechanical
  - Instrumentation and Control
  - Electrical
- Structure 120 – Maintenance Building
  - Architectural
  - Structural
  - Process-Mechanical
  - Building Mechanical/Plumbing
  - Instrumentation and Control
  - Electrical

Chapter 10 – Conceptual Layout Drawings

Chapter 11 – Recommended Bid Packages
- Equipment Procurement packages
- Bid Packages
- Preliminary Construction Sequencing
- Pre-Qualification Requirements

Chapter 12 – Opinion of Probable Construction Cost

i. Donohue will then meet with the City staff for Workshop #4, at which time Donohue will review the draft report with the City staff and receive City comments. Donohue will then incorporate the City's comments and will provide the City with six (6) copies and one .pdf copy of the final report plus the appropriate .pdf files of the report. Donohue's project schedule assumes that City comments can be provided in five weeks or less.

j. It is Donohue's policy that Quality Reviews be performed on all formal written deliverables that document evaluations, findings, recommendations, procedures, or training. The Project Manager will develop an internal Project Plan that identifies the qualified Quality Reviewer(s). The Quality Reviewer(s) will review the written document focusing on the following: format, organization, clarity, accuracy, comprehensiveness, accessibility, conciseness, and correctness. The Project Manager will confirm that a quality review was performed and review comments were addressed to the Reviewer's satisfaction. Approximately ten percent of the overall fee is allocated to oversight and quality control reviews.

k. The SCADA effort for this conceptual design is limited to review and conceptual design of the system architecture. Detailed Process Instrumentation Diagrams (PID) will not be developed as part of this scope of work.

C. SCHEDULE

Donohue shall complete the project as follows:

1. Workshop #1 will be completed within fourteen (14) days from the date of authorization to proceed.

2. The Calibration Check will be completed within sixty (60) days from the date that Donohue receives the modeling data files from the City.

3. Workshop #2 will be completed within ninety (90) days from the date of agreement that the model was properly calibrated. This stated time period is contingent upon timely access to City-furnished WaterGEMS software and data files and no issues being found related to substandard previous calibration of the model.

4. Workshop #3 will be completed within forty-five (45) days after the date of Workshop #2.

5. Workshop #4 will be completed within forty-five (45) days after the date of Workshop #3.

6. The draft Study shall be completed within thirty (30) days after the date of Workshop #4.

It should be noted that the GEMS software lease is based on a six month lease starting on January 1st, 2020. Lease fees are $3,400 per quarter.

EXHIBIT B
PAYMENT TERMS

Division St & Enterprise Pump Station
City of Bloomington, Illinois
2019 Fee Estimate Summary
Donohue & Associates

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM	QC	Elect	Controls	Mech	Hyd QC	Elect	Process	Tech Adv/QC	Modeling	Struct	Arch	Admin	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		Boyer	Shadrake	Stohl	Bell	Willis	Cassity	Macino	Rokita	Pisula	Safford	Erickson	Weiss	Sharpe								
		ENG VIII	ENG IX	ENG VI	ENG VII	ENG VI	ENG V	ENG V	ENG III	ENG III	ENG III	ENG II	ENG I	Admin II								
		$ 79.38	$ 77.60	$ 69.69	$ 68.48	$ 67.76	$ 67.28	$ 60.50	$ 51.06	$ 50.33	$ 55.03	$ 48.40	$ 46.31	$ 25.17								
Project Definition Phase																						$ 44,248
Workshop #1 - Kick Off Meeting		6		4						4	8				22	$ 1,397	$ 750		$ 2,066.13	$ 611	$ 4,824	
Model Review, Documentation and Report															-	$ -			$ -	$ -	$ -	
Meet with and Review Model with Maurer Stutz															-	$ -	$ 665	$ 7,000	$ -	$ 96	$ 7,761	
- Review physical model components											16				16	$ 880			$ 1,302.58	$ 317	$ 2,500	
- Review customer demand model inputs											4				4	$ 220			$ 325.65	$ 79	$ 625	
- Review diurnal demand patterns used in model											4				4	$ 220			$ 325.65	$ 79	$ 625	
- Review non-revenue water handling in model											4				4	$ 220			$ 325.65	$ 79	$ 625	
- Review pump controls used in model					4						4				8	$ 494			$ 730.88	$ 178	$ 1,403	
Develop List with City of Critical Areas to Check											8				8	$ 440			$ 651.29	$ 158	$ 1,250	
Review Calibration Status and Potential Deficiencies											24				24	$ 1,321			$ 1,953.87	$ 475	$ 3,749	
Document Model Review Results and Recommendations											16				16	$ 880			$ 1,302.58	$ 317	$ 2,500	
Model Review QC		16													16	$ 1,270			$ 1,878.96	$ 457	$ 3,606	
Workshop #2 - Modeling Technical Memorandum Review		6		4						4	4				18	$ 1,176	$ 750		$ 1,740.48	$ 532	$ 4,199	
Additional Field Survey Pickup									32						32	$ 1,634	$ 128		$ 2,417.22	$ 606	$ 4,785	
Develop Base Drawing from Digital Terrain Model									40						40	$ 2,042			$ 3,021.53	$ 734	$ 5,798	
Conceptual Design Phase																						$ 147,458
WaterGEMs Modeling															-	$ -	$ 6,800	$ -	$ -	$ 986	$ 7,786	
Build Scenarios (6 scenarios at 8 hrs each)									8		40				48	$ 2,610		$ 10,500	$ 3,860.76	$ 938	$ 17,909	
Scenario Analysis (16 hrs per scenario)									16		80				96	$ 5,219			$ 7,721.52	$ 1,876	$ 14,817	
Revise Scenarios based on Analysis (12 hrs per scenario)									12		60				72	$ 3,915			$ 5,791.14	$ 1,407	$ 11,113	
Final Scenario Analysis (12 hrs per scenario)									12		60				72	$ 3,915			$ 5,791.14	$ 1,407	$ 11,113	
Model QC		24													24	$ 1,905			$ 2,818.43	$ 685	$ 5,408	
Conceptual Design Report - Chapters 1 to 3		4	2	1	4	1	4	4	32	8		4	4		68	$ 3,811			$ 5,638.01	$ 1,370	$ 10,819	
Pump Station and Maintenance Building Layout Alternatives		8	2	2	2	4	8	12	60	8		12	12		130	$ 7,205			$ 10,659.11	$ 2,590	$ 20,454	
Prepare Conceptual Layouts		2			4				16			8	8		38	$ 2,007			$ 2,969.63	$ 722	$ 5,699	
Prepare Preliminary Opinion of Cost Estimate		2	2	2	2	4		4	16	4		16	16		68	$ 3,637			$ 5,381.14	$ 1,308	$ 10,326	
Cost Estimate QC		4													4	$ 318			$ 469.74	$ 114	$ 901	
Workshop #3 - Conceptual Layout Review		6		4						4	4				18	$ 1,176	$ 750		$ 1,740.48	$ 532	$ 4,199	
Prepare Conceptual Design Report		4	8	4	4	12	6	2	16	8		4	4	4	76	$ 4,530			$ 6,700.97	$ 1,628	$ 12,859	
Draft Conceptual Design Report QC		6		1			2			2	2				13	$ 691			$ 1,318.52	$ 320	$ 2,530	
Workshop #4 - Conceptual Design Report Review		6		4						4					14	$ 956	$ 750		$ 1,414.84	$ 453	$ 3,574	
Final Report		2	8	2					8	4					24	$ 1,530			$ 2,263.98	$ 550	$ 4,345	
Final Report QC		16													16	$ 1,270			$ 1,878.96	$ 457	$ 3,606	
Total	-	112	22	28	20	21	20	22	268	50	338	44	44	4	893	$ 57,091	$ 10,593	$ 17,500	$ 84,461	$ 22,061	$ 191,706	$ 191,706
Total Direct Labor Dollars by Staff		$ 8,891	$ 1,712	$ 1,951	$ 1,370	$ 1,423	$ 1,346	$ 1,331	$ 13,684	$ 2,517	$ 18,600	$ 2,130	$ 2,038	$ 101							TOTAL	$ 191,800

Division St & Enterprise Pump Station
City of Bloomington, Illinois
2019 Fee Estimate Summary
Donohue & Associates

IDOT OH Rate 1.4794 14.500%

Task Description	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals	IHDC Comments
Project Definition Phase								$ 44,248	
Workshop #1 - Kick Off Meeting	22	$ 1,397	$ 750		$ 2,066.13	$ 611	$ 4,824		Mileage to Meeting - St Louis, Sheboygan, Champaign to Bloomington - 1000 miles at $0.58/mi + $170 est printing for meeting
Model Review, Documentation and Report	-	$ -			$ -	$ -	$ -		Mileage - St Louis to Bloomington, 3 nights hotel, per diem for meetings with Maurer-Stutz - 370 miles at $0.58 +$300+$150
Meet with and Review Model with Maurer Stutz	-	$ -	$ 665	$ 7,000	$ -	$ 96	$ 7,761		
- Review physical model components	16	$ 880			$ 1,302.58	$ 317	$ 2,500		
- Review customer demand model inputs	4	$ 220			$ 325.65	$ 79	$ 625		
- Review diurnal demand patterns used in model	4	$ 220			$ 325.65	$ 79	$ 625		
- Review non-revenue water handling in model	4	$ 220			$ 325.65	$ 79	$ 625		
- Review pump controls used in model	8	$ 494			$ 730.88	$ 178	$ 1,403		
Develop List with City of Critical Areas to Check	8	$ 440			$ 651.29	$ 158	$ 1,250		
Review Calibration Status and Potential Deficiencies	24	$ 1,321			$ 1,953.87	$ 475	$ 3,749		
Document Model Review Results and Recommendations	16	$ 880			$ 1,302.58	$ 317	$ 2,500		
Model Review QC	16	$ 1,270			$ 1,878.96	$ 457	$ 3,606		
Workshop #2 - Modeling Technical Memorandum Review	18	$ 1,176	$ 750		$ 1,740.48	$ 532	$ 4,199		Mileage to Meeting - St Louis, Sheboygan, Champaign to Bloomington - 1000 miles at $0.58/mi + $170 est printing for meeting
Additional Field Survey Pickup	32	$ 1,634	$ 128		$ 2,417.22	$ 606	$ 4,785		Mileage - Champaign to Bloomington - 2 trips - 110 miles each trip at $0.58/mi
Develop Base Drawing from Digital Terrain Model	40	$ 2,042			$ 3,021.53	$ 734	$ 5,798		
Conceptual Design Phase								$ 147,458	
WaterGEMs Modeling	-	$ -	$ 6,800	$ -	$ -	$ 986	$ 7,786		GEMS software lease fee - $3,400 per quarter - estimate 6 months for modeling work
Build Scenarios (6 scenarios at 8 hrs each)	48	$ 2,610		$ 10,500	$ 3,860.76	$ 938	$ 17,909		
Scenario Analysis (16 hrs per scenario)	96	$ 5,219			$ 7,721.52	$ 1,876	$ 14,817		
Revise Scenarios based on Analysis (12 hrs per scenario)	72	$ 3,915			$ 5,791.14	$ 1,407	$ 11,113		
Final Scenario Analysis (12 hrs per scenario)	72	$ 3,915			$ 5,791.14	$ 1,407	$ 11,113		
Model QC	24	$ 1,905			$ 2,818.43	$ 685	$ 5,408		
Conceptual Design Report - Chapters 1 to 3	68	$ 3,811			$ 5,638.01	$ 1,370	$ 10,819		
Pump Station and Maintenance Building Layout Alternatives	130	$ 7,205			$ 10,659.11	$ 2,590	$ 20,454		
Prepare Conceptual Layouts	38	$ 2,007			$ 2,969.63	$ 722	$ 5,699		
Prepare Preliminary Opinion of Cost Estimate	68	$ 3,637			$ 5,381.14	$ 1,308	$ 10,326		
Cost Estimate QC	4	$ 318			$ 469.74	$ 114	$ 901		
Workshop #3 - Conceptual Layout Review	18	$ 1,176	$ 750		$ 1,740.48	$ 532	$ 4,199		Mileage to Meeting - St Louis, Sheboygan, Champaign to Bloomington - 1000 miles at $0.58/mi + $170 est printing for meeting
Prepare Conceptual Design Report	76	$ 4,530			$ 6,700.97	$ 1,628	$ 12,859		
Draft Conceptual Design Report QC	13	$ 891			$ 1,318.52	$ 320	$ 2,530		
Workshop #4 - Conceptual Design Report Review	14	$ 956	$ 750		$ 1,414.84	$ 453	$ 3,574		Mileage to Meeting - St Louis, Sheboygan, Champaign to Bloomington - 1000 miles at $0.58/mi + $170 est printing for meeting
Final Report	24	$ 1,530			$ 2,263.98	$ 550	$ 4,345		
Final Report QC	16	$ 1,270			$ 1,878.96	$ 457	$ 3,606		
Total	993	$ 57,091	$ 10,593	$ 17,500	$ 84,461	$ 22,051	$ 191,706	$ 191,706	
Total Direct Labor Dollars by Staff							TOTAL	$ 191,800	

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: January 25, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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

BACKGROUND: Public Works is recommending the approval of 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 three (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. If approved, the current agreement pricing would extend from February 27, 2021 and end April 30, 2021. New agreement pricing would begin May 1, 2021 for a three (3) year duration.

Lake Bloomington lot leases require the City to provide weekly refuse services to all leased lots desiring refuse services at Lake Bloomington. One hundred percent of the cost of services is billed back to leased lots annually. Due to the Lake Bloomington area being outside City limits, the City contracts for the refuse services provided.

Republic Services of Bloomington has provided refuse services to the area for many years. The residential service provided to Lake leasees by Republic Services works very well for the City and Lake leasees.

Republic Services currently delivers a 95-gallon cart to each serviced lot and provides weekly garbage pickup. Republic Service is proposing a base cost of $12.50 per tenant with a 3.5 percent increase for years 2 and 3 of the Agreement. The cost breakdown is as follows:

Term	# of Tenants	Cost per Tenant	Cost per Month	Cost per Year
February 27, 2021 - April 30, 2021	221	$9.43	$2,084.55	$4,169.10
May 1, 2021 - April 30, 2022	221	$12.50	$2,762.50	$33,150.00
May 1, 2022 - April 30, 2023	221	$12.94	$2,859.74	$34,316.88
May 1, 2023 - April 30, 2024	221	$13.39	$2,959.19	$35,510.28

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The expense for the service is charged to Lake Maintenance – Landfill & Residual account (50100140-70650). The revenue for the service is recorded under Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement on page 127 and 128. These items are included in the FY 2022 Proposed Budget. Public Works will budget each fiscal year accordingly.

Fiscal Year	Total Cost
FY 2021-2 months	$4,169.10
FY 2022-12 months	$33,150.00
FY 2023-12 months	$34,316.88
FY 2024-12 months	$35,510.28

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:

Kevin Kothe, Director of Public Works	1/8/2021	Chris Tomerlin, Budget Manager	1/11/2021
Jeffrey R. Jurgens, Corporation Counsel	1/20/2021	Tara Henry, Legislative Assistant	1/21/2021
Carla Murillo, Procurement Manager	1/21/2021		

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 1B Resolution_Lake Bloomington Garbage Collection 01072021
- PW 1C Current Agreement_Lake Bloomington Garbage Collection 01252021
- PW 1D Agreement_Lake Bloomington Garbage Collection 01252021
- PW 1E COLI_Lake Bloomington Garbage Collection 01252021

RESOLUTION NO. 2021 - ___

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 THREE (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

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

WHEREAS, the City of Bloomington is required by Lake Bloomington leases to collect and dispose of household waste at Lake Bloomington; and

WHEREAS, it is desirous to proceed with an Agreement extension with Republic Services of Bloomington, in the amount of $9.43 per residence for household refuse services, from February 27, 2021, to April 30, 2021; and

WHEREAS, it is desirous to proceed with an Agreement with Republic Services of Bloomington in the amount of $12.50 per residence for household refuse services, with a 3.5 percent increase per year, from May 1, 2021, to April 30, 2024; and

WHEREAS, the City has found that Republic Services of Bloomington is a reliable source for providing refuse services to Lake Bloomington leasees; and

WHEREAS, to ensure that reliable and quality service is provided to Lake Bloomington leasees, the City desires to waive the bidding requirements and to allow the City Manager to enter into a two-month agreement extension and a three-year agreement with Republic Services of Bloomington for refuse services at Lake Bloomington; and

WHEREAS, it is the finding of the City Council that the decision to approve the two (2) month agreement extension and the three (3) year agreement are in the best interest of the City of Bloomington;

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

SECTION 1. That the recitals set forth above are incorporated herein, the technical bidding requirements waived, and the City Manager or designated representative be authorized to enter the City into an Agreement extension with Republic Services of Bloomington for household refuse services at Lake Bloomington, in the amount of $9.43 per residence, and authorized to execute any necessary documents to effectuate the purchase.

SECTION 2. That the recitals set forth above are incorporated herein, the technical bidding requirements waived, and the City Manager or designated representative be authorized to enter the City into a three-year Agreement with Republic Services of Bloomington for household refuse services at Lake Bloomington, in the amount of $12.50 per residence for household refuse services, with a 3.5 percent increase per year, and authorized to execute any necessary documents to effectuate the purchase.

PASSED this 25th day of January 2021.

APPROVED this ___ day of January 2021.

CITY OF BLOOMINGTON	**ATTEST**
______________________________	______________________________
Tari Renner, Mayor	Leslie Smith-Yocum, City Clerk

REPUBLIC SERVICES

Customer Service Agreement

INVOICE TO	
CUSTOMER NAME	City of Bloomington
ATTN.:	Accounts Payable
ADDRESS	109 E. Olive St
CITY STATE	Bloomington, IL
ZIP CODE	61702
TEL. NO.	309-434-2233
FAX NO.	

SITE LOCATION	
SITE NAME	Lake Bloomington
ADDRESS	25432 Davis Lodge Rd
CITY STATE	Hudson, IL
ZIP CODE	61748
TEL. NO.	309-434-2426
FAX NO.	
AUTHORIZED BY:	Robert Yehl
TITLE	Water Director
CONTACT	
TITLE	

AGREEMENT NUMBER

ACCOUNT NUMBER 10331

TYP	CONT. CAP.	TYPE	SIZE	C	QUANTITY	ACCT TYPE	C/O	GSO	SVC. FREQUENCY	EST. LIFTS	S	EA. SRL	NEXT SRL	LF CODE	OPEN DATE	L.O.B.	PRE BILL	BILL PERIOD	CHARGES	CHARGES
195		Cart	95gal		195														$2,084.55 per month	

AMERICAN DISPOSAL SERVICES OF ILLINOIS, INC. DBA ALLIED WASTE SERVICES OF BLOOMINGTON, REPUBLIC SERVICES OF BLOOMINGTON

HEREINAFTER REFERRED TO AS THE "COMPANY"

BY: [redacted] (AUTHORIZED SIGNATURE) TITLE: General Manager

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of Customer.

BY: (signature) (AUTHORIZED SIGNATURE) TITLE: Interim City Manager

Steve Rasmussen, Interim City Mar (CUSTOMER NAME (PLEASE PRINT)) March 2, 2018 (DATE OF AGREEMENT)

COMMENTS

Rate based on ______ lbs/yd.

FOR OFFICE USE ONLY

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?

I.D. NUMBER ☐ YES ☐ NO

NATIONAL ACCOUNT NUMBER	CUSTOMER CATEG.	CASH TOLERANCE	SUSPEND	CREDIT ANALYST

SITE NUMBER	CONTRACT EFFECTIVE DATE	TERM	REVIEW DATE	C.P.I.	CONTRACT STATUS	PURCHASE ORDER NUMBER	S.I.C.

TERRITORY	SALES REPRESENTATIVE	TAX CODE	TAX EXEMPTION NUMBER	TRANS CODE	REASON CODE	COMPETITOR CODE

RENEW	NOE	CREDIT APPROVAL	CREDIT LIMIT	CONTRACT APPROVAL	ENTERED BY	DATE
☐Y ☐N	☐Y ☐N					

SEE ADDENDUM ATTACHED **TERMS AND CONDITIONS**

SERVICES. Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services. (at locations defined by this agreement)

TERM. ~~THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.~~

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) ("collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

CONTINUED ON REVERSE

TERMS AND CONDITIONS (Continued from other side)

SEE ADDENDUM ATTACHED

PAYMENT. ~~Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of $50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) a fuel/environmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.~~

RATE ADJUSTMENTS. ~~Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.~~

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

SUSPENSION. ~~If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.~~

TERMINATION. ~~In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.~~

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT. ~~Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.~~

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

SEE ADDENDUM ATTACHED

CUSTOMER'S INITIAL: SCR   DATE: MAR 2, 2018

ADDENDUM TO STANDARD CUSTOMER SERVICE AGREEMENT

This Addendum (the "Addendum") to Standard Customer Service Agreement is entered into as of the 3/2/18day of ~~December 2017~~ ("Effective Date"), by and between American Disposal Services of Illinois, Inc. d/b/a Republic Services of Bloomington (**"Company"**) and City of Bloomington (**"Customer"**) (collectively referred to herein as the "Parties" and individually as a "Party").

WHEREAS, the Parties intend to enter into a Standard Customer Service Agreement dated ______ (hereinafter **"Agreement"**) for certain waste removal services by Company as set forth in the Agreement.

AND WHEREAS, the Parties desire to execute the Agreement with certain amended terms as modified by this Addendum, to be executed simultaneously with the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Except as specifically provided in this Addendum, each and every provision of the Agreement, as amended through the date hereof, remains, and is, in all respects, in full force and effect.

2. The correct legal entity to sign the Agreement and perform the services for Company is "*American Disposal Services of Illinois, Inc. d/b/a Republic Services of Bloomington*" hence all references to Company in the Agreement shall mean and refer to "*American Disposal Services of Illinois, Inc. d/b/a Republic Services of Bloomington*".

3. **SERVICES, Page 1**: The words "*at locations defined by this Agreement*" are hereby inserted at the end of this section.

4. **TERM, Page 1**: This section is hereby revised to be read as follows:

   "*THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND CONTINUE FOR 36 MONTHS. THEREAFTER THIS AGREEMENT MAY BE RENEWED BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES HERETO.*"

5. **PAYMENT, Page 2**: This section of Agreement is hereby revised to be read as follows:

   "*Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Without limiting the foregoing, Customer shall pay Company: (a) a fee of $50 for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) a fuel/environmental recovery fee in the amount shown on Company's invoices. Customer shall pay Company within 60 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.*"

6. **RATE ADJUSTMENTS, Page 2**: This section is hereby revised to be read as follows:

   "*Company may, from time to time by notice and written pre-approval from Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) the Consumer Price Index for All Urban Consumers; or (b) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced in writing.*"

7. **SUSPENSION, Page 2**: This section of Agreement is hereby revised to be read as follows:

   "*If any amount due from Customer is not paid within 90 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company.*"

8. **TERMINATION, Page 2**: This section of Agreement is hereby revised to be read as follows:

   "*In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 30 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach. Further, Customer may terminate this Agreement by written notice if Company breaches this Agreement and fails to cure such breach within 30 days after Customer gives Company written notice of the breach.*"

9. **ASSIGNMENT, Page 2**: This section of Agreement is hereby revised to be read as follows:

   "*Neither party may assign, in whole or in part, this Agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that Company may assign this Agreement, without consent, to an affiliate of Company or in connection with the sale of Company's business.*"

10. A new section titled "***GOVERNING LAW***" is hereby inserted at the end of this Agreement:

    "*The parties to this Agreement agree that the place of jurisdiction and venue for resolution of any disputes arising hereunder or related hereto shall be the applicable courts located in McLean County, Illinois.*"

11. A new section titled "**CONFIDENTIALITY**" is hereby inserted at the end of this Agreement:

"The parties to this Agreement agree that the no confidentiality or right to privacy exists between the parties or in this Agreement. Both parties recognize that this agreement is subject to release per Freedom of Information Act (FOIA) requirements."

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first set forth above.

City of Bloomington	American Disposal Services of Illinois, Inc. d/b/a Republic Services of Bloomington
By: [signature]	By: [redacted]
Its: Interim City Manager	Its: General Manager
Print Name: Steve Rasmussen, 3/2/18	Print Name: Daniel J. Winters

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the "**Agreement**") is made and entered into this 27th day of February 2021, with the new terms and conditions herein becoming effective of May 1, 2021 ("**Effective Date**"), by and between the Lake Bloomington ("**City**"), and American Disposal Services of Illinois, Inc. dba Republic Services of Bloomington, a Delaware corporation qualified to do and actually doing business in the State of Illinois ("**Company**").

RECITALS

WHEREAS, City and Company entered into a Agreement previously in February of 2018 for Municipal Materials Management services; and,

WHEREAS, City desires to extend the term of the original Agreement so that this Agreement may become effective on May 1, to coincide with City's fiscal year; and

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal of all conforming Waste Material (as defined in Exhibit A) for the following types of locations ("**Location Types**") within the territorial jurisdiction of the City (the "**Services**"):

Location Types

X	Residential Units	______	Large Commercial Units
______	Small Commercial Units	______	Industrial Permanent Units
X	Municipal Facilities	______	Industrial Temporary Units

2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City's territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).

3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.

4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees that Company may use any information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A Specifications for Municipal Solid Waste Services

Exhibit A-1 Municipal Solid Waste Pricing

6. Term. This Agreement extends the original Agreement between City and Company beginning in February of 2018, originally set to expire on February 27, 2021, to instead expire on April 30, 2021 with the same terms and conditions set forth therein. This new Agreement and its terms and conditions begin on the Effective Date and expire after three (3) years (the "**Term**").

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibit A-1, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the 3.5 percent of the annual fees paid to the Company by the Customer

7.3 Change in Law Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost. City reserves the right to terminate this agreement within thirty (30) business days after any such increase if the price becomes unsustainable in the sole opinion on the City.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the City. The City shall invoice and collect from all Residential Units and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement. The City shall report to Company (a) by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the City and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the City. Company shall invoice the City for the number of addresses that were billed by the City within fifteen (15) days of receiving the City's address count each month, and the City shall pay Company's invoices.

8.2 Payment. The City shall pay each of Company's invoices without offset within thirty (30) business days of receipt Company's invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the City, City shall pay Company's invoices in full irrespective of whether or not the City collects from the Customers for such Service.

8.3 Service Suspension.

8.3.1 Unpaid Invoices. If any amount due from the City is not paid within sixty (60) business days after the date of Company's invoice, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the City shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.3.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company; read receipts will suffice) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension of discontinuation of any Services at the direction of the City.

8.4 Audits.

8.4.1 Audit of City Billings. With respect to any Services in which the Company's billing is dependent upon the City's reporting of the number of addresses subject to this Agreement, the City shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate. The City shall share all findings and documentation with respect to such audits with Company within the limits of the law. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to City data to support that the number of addresses serviced exceeds the number provided by the City, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.

8.4.2 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the City under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or

before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.

10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control, and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.

11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.

12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the City, depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

13. Equipment; Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The City shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the City. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement, except for their own negligent actions.

14. Risk Allocation. Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.

15. Insurance. During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	$1,000,000 each Bodily Injury by Accident $1,000,000 policy limit Bodily Injury by Disease $1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	$2,500,000 each occurrence
Combined – Single Limit	$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

16. Force Majeure. Except for City's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.

17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.

18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.

19. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.

20. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this

Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

22. Freedom of Information Act. This Agreement is subject to the Freedom of Information Act (FOIA).

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

City of Bloomington	**American Disposal Services of Illinois, Inc. dba Republic Services of Bloomington**
By:	By: [redacted]
Name:	Name: Daniel Winters
Title:	Title: General Manager
Date:	Date: 1-5-2020

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

X Municipal Solid Waste (MSW) ______ Bulky Waste

______ Yard Waste ______ Construction Debris

2. Definitions.

2.1 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

2.2 Customer – An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste.

2.3 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.4 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.5 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.6 Municipal Facilities – Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

2.7 Municipal Solid Waste (or "MSW") – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.8 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.9 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA"); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.10 Waste Material – All nonhazardous Municipal Solid Waste generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 5:00 A.M. or continue after 8:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Residential Collection. Company shall be obligated to collect no more than ___ containers (or their equivalent) per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Customer with Company under terms, prices and documents acceptable to both the Residential Unit Customer and Company.

3.5 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least once per week.

3.6 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.7 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.8 Disposal. All Waste Material collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.9 Customer Education. The City shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

3.10 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

EXHIBIT A-1

SOLID WASTE PRICING

-Price will be $12.50 per home for fist year.
-An annual rate increase of 3.5% each year.

Cost Breakdown of Service Agreement

Contract Year	Total # of Tenants	Cost Per Tenant	Cost Per Month	Cost Per Year
February 27, 20201- April 30, 2021	221	$9.43	$2,084.55	$4,169.10
May 1, 2021 - April 30, 2022	221	$12.50	$2,762.50	$33,150.00
May 1, 2022 - April 30, 2023	221	$12.94	$2,859.74	$34,316.88
May 1, 2023 - April 30, 2024	221	$13.39	$2,959.19	$35,510.28

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/07/2020

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

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

PRODUCER
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): **FAX (A/C No.Ext):**
E-MAIL ADDRESS: certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	ACE American Insurance Co.	[redacted]
INSURER B	Indemnity Insurance Company of NA	
INSURER C	ACE Fire Underwriters	
INSURER D	Illinois Union Insurance Company	
INSURER E	ACE Property and Casualty Insurance Co	
INSURER F		

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 1743102** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY			[redacted]	06/30/2020	06/30/2021	EACH OCCURRENCE	$ 5,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	[ ] POLICY [ ] PROJECT [ ] LOC						PRODUCTS -COMP/OP AGG	$ 5,000,000
	[ ] OTHER:							
A	AUTOMOBILE LIABILITY			[redacted]	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	[X] ANY AUTO						BODILY INJURY(Per person)	
	[X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
E	[X] UMBRELLA LIAB [X] OCCUR			[redacted]	06/30/2020	06/30/2021	EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [ ] RETENTION $							
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPR ETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	06/30/2020 06/30/2020 06/30/2020 06/30/2020 06/30/2020	06/30/2021 06/30/2021 06/30/2021 06/30/2021 06/30/2021	[X] PER STATUTE [ ] OTHER	
							E.L. EACH ACCIDENT	$ 3,000,000
							E.L. DISEASE -EA EMPLOYEE	$ 3,000,000
							E.L. DISEASE -POLICY LIMIT	$ 3,000,000

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

EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

, United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: ____________________
LOC #: ____________________

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

The Umbrella/Excess Liability policy is follow form over the General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: January 25, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 3

SUBJECT: 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.

STRATEGIC PLAN LINK:
-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
-Objective 4d. Improved neighborhood infrastructure

BACKGROUND: The subject property is approximately 14 acres in the Harvest Pointe Subdivision, located just north of E. Empire Street/Route 9 and east of Towanda Barnes Road. The subject property is currently zoned R-2, Mixed Residence District (Ordinance 2020-77). The property is adjacent to Harvest Pointe residential subdivision (north), St. Patrick's of Merna Catholic Church (west), a Harvest Pointe detention basin (east) and farmland (south). The property has been vacant and undeveloped since its annexation in 2006. The preliminary plan approved in 2006 showed the subject property as improved with 16 commercial lots accessed by two cul-de-sac roads. Following the recent zoning map amendment, the developer would like to improve the subject property with 23 single-family detached homes and 24 single-family attached homes, mirroring the extent Harvest Pointe Subdivision to the north.

The developer submitted a revised preliminary plan for the subdivision. A preliminary plan is a conceptual layout showing lots, detention, parkland, utilities, roads, easements, setbacks, and other neighborhood features. A valid preliminary plan is effective for 3 years, and is required before approving a final plat. Following approval of a preliminary plan, a developer must petition to approve a final plat, required to establish lots of record. The City requires a developer to bond for 110% of the costs of public improvements (i.e. sewer, water, roads and sidewalks, storm sewers) and to pay all tap-on and impact fees (i.e. storm water, parkland dedication, annexation) before recording the final plat to allow for a transfer of land.

The revised preliminary plan for the Harvest Pointe subdivision depicts the aforementioned single and two-family homes. It also shows an additional 1.8 acres of parkland to be dedicated to the City to serve the neighborhood. The plan shows public streets, sewer, water, storm-sewer and sidewalks. The proposed lots are accessed by Stone Mill Court and

Stonehouse Court, two cul-de-sacs measuring 340’ and 750’, respectively. The proposed cul-de-sacs meet the City’s public right-of-way requirements. The proposed two-family lots are narrow and deep, 33’ by approximately 157’. While these lots meet the minimum lot widths for the R-2 district, they are four feet short of the minimum lot frontage. The developer requested a waiver for minimum lot width. Additionally, the developer also requested a waiver to allow more than 15 lots to take access from a cul-de-sac.

The Planning Commission held a public hearing on the requested preliminary plan. No one outside of the applicant spoke in favor of the petition. No one spoke against the petition. Additionally, staff did not receive written correspondence or emails related to this item. The Planning Commission found the preliminary plan to comply with the purpose and intention of the subdivision ordinance. The Commission also found the requested waivers to meet the criteria established in Chapter 24 Section 2-13 of the City Code, specifically: that granting the requested waivers would not be detrimental to public health, safety and welfare; that the conditions upon which the request for a waiver is based are unique to the property; that because of particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience; and that the waivers are consistent with Chapter 44 of the City Code. The packet and meeting documentation is available online at https://www.cityblm.org/Home/ShowDocument?id=25688 and a copy of the draft minutes is attached to this memo.

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: A public hearing for this item was originally scheduled for the December 9, 2020 Planning Commission meeting. The public hearing was continued to the next regular Planning Commission meeting on January 13, 2021 with the date of the future public hearing published on the December 9 agenda. The Planning Commission held a public hearing on this item on Wednesday, January 13, 2021. The City published notice of the hearing in *The Pantagraph* on Monday November 23, 2020. Courtesy notices were mailed to 107 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=25688. 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 petition and preliminary plan. The recommendation is consistent with the staff recommendation. A recording of the public hearing is available online at www.cityblm.org/live.

FINANCIAL IMPACT: The proposed preliminary plan will facilitate the construction of 47 dwelling units which will generate additional property tax revenues for the City. All public improvements associated with the development will be constructed by the developer and will be inspected by the City for compliance with City standards before final acceptance. Once accepted, the City is responsible for maintenance of public infrastructure. The City will also receive tap-on fees, and other impact fees at the time of final plat. Additional revenues are expected in association with building permits.

COMMUNITY DEVELOPMENT IMPACT: This property is identified in the Comprehensive Plan as "Emerging" area. The "Future Land Use" Map identifies the subject property as low density residential and the Development Priorities map shows the area as a Tier 1 Infill Redevelopment Priority.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Melissa Hon, Economic and Community Development Director	1/19/2021	F. Scott Rathbun, Finance Director	1/19/2021
George Boyle George Boyle, Assistant Corporation Counsel	1/19/2021	Tara Henry Tara Henry, Legislative Assistant	1/21/2021

Recommended by:

Tim Gleason, City Manager

Attachments:
- E&CD 1B Ordinance_Harvest Pointe Preliminary Plan
- E&CD 1C Exhibit B Harvest Pointe Sub Amended Prel Plan_REVISED
- EC&D 1D DRAFT PC minutes 1.13.21

ORDINANCE NO. 2021 - __

AN ORDINANCE APPROVING THE HARVEST POINTE SUBDIVISION AMENDED PRELIMINARY PLAN BLOOMINGTON, ILLINOIS FOR APPROXIMATLEY 14 ACRES LOCATED NORTH OF GE ROAD/ROUTE 9 AND EAST OF TOWANDA BARNES ROAD

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a preliminary plan for the land legally described in Exhibit A, attached hereto and made a part hereof by this reference;

WHEREAS, after proper notice, the City of Bloomington Planning Commission held a public hearing on said Petition and the preliminary plan titled "THE HARVEST POINTE SUBDIVISION AMENDED PRELIMINARY PLAN" and dated December 17, 2020 for 14 acres, more or less, and represented in Exhibit B attached hereto and made a part hereof by this reference; and,

WHEREAS, the City of Bloomington Planning Commission, determined said Plan to be valid and sufficient, and in conformance with the requirements and purpose of the Bloomington Subdivision Code, and further determined that the waivers described in said plan met the standards for approval of waivers set forth in said Subdivision Code, specifically:

(a) The granting of the waiver will not be detrimental to the public safety, health, or welfare or injurious to other property located in the vicinity of the property in question;

(b) The conditions upon which the request for a waiver is based are unique to the property for which the waiver is sought and are not applicable generally to other property;

(c) Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations in this Code is carried out;

(d) The waivers will not in any manner vary from the provisions of Chapter 44 of the Bloomington City Code, 1960, as amended (Zoning Regulations) unless such waiver has previously been granted by the Zoning Board of Appeals; and

WHEREAS, the Planning Commission recommended the City Council of the City of Bloomington approve said plan and waivers; and

WHEREAS, the City Council has the authority to choose not to require the recommended condition by the Planning Commission; and

WHEREAS, the City Council has the authority approve this ordinance and approve said amended preliminary plan as requested in the petition.

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

1. That the above referenced recitals are hereby incorporated into and made part of this ordinance.

2. That the "HARVEST POINTE SUBDIVISION AMENDED PRELIMINARY PLAN" for 14 acres, dated December 17, 2020, meets the requirements and purpose of the Bloomington Subdivision Code and is hereby approved.

3. That the following waivers from Chapter 24 of the Bloomington City Code meet the standards for waivers as set forth in Chapter 24 Section 2.13 and are approved:

   A. A waiver to allow more than 15 lots to front on a cul-de-sac
   B. A waiver to allow a decrease in the single-family attached lot width in the R-2 Mixed Residence District.

4. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 25th day of January 2021.

APPROVED this ________ day of January 2021.

CITY OF BLOOMINGTON	**ATTEST**
______________________________	______________________________
Tari Renner, Mayor	Leslie Smith-Yocum, City Clerk

Exhibit A
Legal Description

Description of Property

A part of the Southwest Quarter of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Outlot 100 in Harvest Pointe Subdivision according to the Plat recorded as Document No. 2006–30281 in the McLean County Recorder's Office. From said Point of Beginning, thence north 411.35 feet along the West Line of said Outlot 100 to the South Line of Lot 116 in said Harvest Point Subdivision, thence west 1600.60 feet along a line which forms an angle to the right of 90°–00'–00" with the last described course to the East Line of a parcel of land conveyed to St. Patrick's Roman Catholic Congregation of Merna by Deed recorded as Document No. 97–3108 in said Recorder's Office; thence south 369.98 feet along said East Line which forms an angle to the right of 89°–59'–16" with the last described course to the North Right–of–Way Line of Illinois Route 9 (Route F.A.P. 693); thence east 1601.06 feet along said North Right–of–Way Line which forms an angle to the right of 91°–29'–34" with the last described course to the Point of Beginning, containing 14.355 acres, more or less.

Note: This description contains a portion of Harvest Pointe Boulevard as dedicated in Harvest Pointe Subdivision recorded as Document No. 2006–30281 and also contains Harvest Pointe Commercial Subdivision in its entirety recorded as Document No. 2007–1303, therefore should not be used for conveyance purposes.

Exhibit B
Amended Preliminary Plan
Harvest Pointe Subdivision

HARVEST POINTE SUBDIVISION
AMENDED PRELIMINARY PLAN
BLOOMINGTON, ILLINOIS

NOTES:

1. THIS PROPERTY CONTAINS (110.52 ACRES) AND WILL BE SUBDIVIDED AS FOLLOWS:

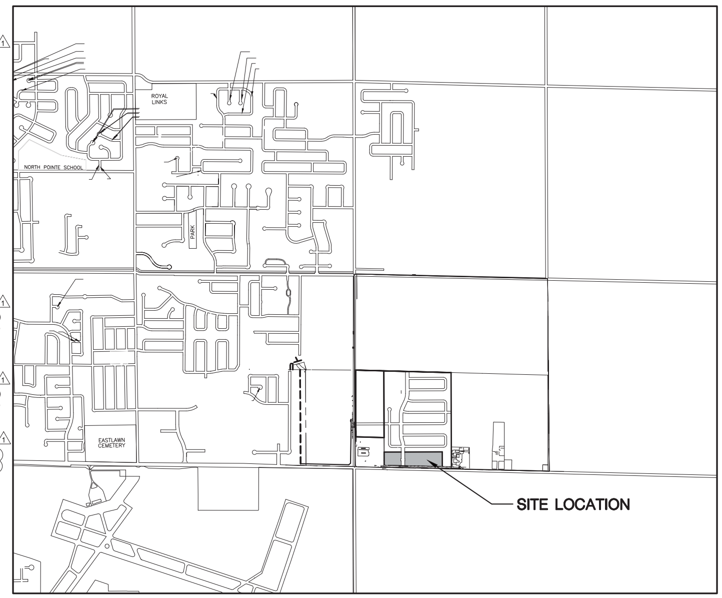
LOTS 360-406	ZONED R-2
OUTLOT 407	ZONED R-2
LOTS 21-117 & 138-150	ZONED R-2
LOTS 118 - 137	ZONED R-1C
LOTS 151-356	ZONED R-1C
OUTLOTS 358 & 359	ZONED P-2
LOT 357	ZONED P-2

THAT PORTION OF THIS PROPERTY THAT IS WITHIN THE 60LDN AIRPORT NOISE CONTOUR SHALL BE ZONED INTO THE S-1 AIRPORT NOISE IMPACT DISTRICT AS AN OVERLAY ZONE.

2. LOT 357 IS TO BE ZONED P-2 AND WILL BE DEDICATED TO THE CITY OF BLOOMINGTON AS PARKLAND. OUTLOTS 358 & 359 SHALL BE "DRY BOTTOM" DETENTION BASINS AND WILL BE DEDICATED TO THE CITY OF BLOOMINGTON, PROVIDED THE UNDERDRAIN SYSTEMS ARE INSTALLED. IF THE UNDERDRAIN SYSTEMS ARE NOT INSTALLED, THE DETENTION BASINS SHALL BE PRIVATELY MAINTAINED.
3. ALL STREETS SHALL BE PUBLIC AND SHALL BE DEDICATED TO THE CITY OF BLOOMINGTON. ALL SANITARY AND STORM SEWERS AND WATER MAINS SHALL BE PLACED IN PUBLIC EASEMENTS OR RIGHTS-OF-WAY AND SHALL BE DEDICATED TO THE CITY OF BLOOMINGTON.
4. EXISTING TOPOGRAPHIC DATA DETERMINED THROUGH TOPOGRAPHIC SURVEY CONDUCTED BY FARNSWORTH GROUP.
5. NO PORTION OF THIS DEVELOPMENT LIES WITHIN THE SPECIAL FLOOD HAZARD AREA PER FIRM MAP 17113C0320 D DATED FEBRUARY 9, 2001.
6. UNLESS NOTED OTHERWISE, EASEMENTS IN FRONT YARDS SHALL EXTEND A MINIMUM OF 15 FEET FROM THE FRONT PROPERTY LINE. SIDE YARD EASEMENTS SHALL EXTEND 5 FEET FROM THE PROPERTY LINES AND REAR YARD EASEMENTS SHALL BE A TOTAL OF 15 FEET IN WIDTH.
7. THE DEVELOPMENT SHALL BE CONSTRUCTED IN PHASES IN RESPONSE TO MARKET DEMANDS.
8. HARVEST POINTE BLVD. INTERSECTION WITH EAST EMPIRE STREET(ILLINOIS RT.9) TO MEET CITY OF BLOOMINGTON AND ILLINOIS DEPARTMENT OF TRANSPORTATION REQUIREMENTS AND TO BE CONSTRUCTED AT DEVELOPERS EXPENSE. HARVEST POINTE BLVD. PAVEMENT THICKNESS SHALL BE DETERMINED BASED ON A TRAFFIC STUDY AND PAVEMENT ANALYSIS.
9. DEVELOPER WILL CONSTRUCT A STORM SEWER AT THEIR EXPENSE IN THE ILL. RT. 9 DITCH EAST APPROXIMATELY 300 FT. TO A CROSS ROAD CULVERT AS DIRECTED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION.
10. DEVELOPER SHALL INSTALL A DRAIN TILE UNDER DETENTION BASINS AND LOW FLOW STORM SEWER AROUND THE PERIMETER OF DETENTION BASIN.
11. DEVELOPER SHALL BOND FOR AND NOT INSTALL THE PROPOSED 12" WATER MAIN ALONG ILLINOIS ROUTE 9 (EMPIRE STREET) FROM HARVEST POINTE DRIVE EASTWARD.

WAIVERS:

1. DEVELOPER ALLOWED TO CONSTRUCT 6' HIGH DECORATIVE BERM BETWEEN B-1 AND R-2 ZONING DISTRICTS. SUBMISSIONS OF THE BERM'S DESIGN SHALL BE MADE TO THE DIRECTOR OF PLANNING AND CODE ENFORCEMENT FOR REVIEW.
2. WAIVER OF SECTION 4.02G OF MANUAL OF PRACTICE TO PERMIT MORE THAN 8 LOTS TO FRONT ON A CUL-DE-SAC AND FOR THE CUL-DE-SAC TO BE LONGER THAN 400 FT.
3. WAIVER OF SECTION 4.03B OF MANUAL OF PRACTICE TO PERMIT LOCAL STREET ON B-1 ZONING TO BE CONSTRUCTED IN 60 FT. RIGHT OF WAY (CUL DE SAC DIAMETER TO MEET CODE).



LOCATION MAP

-NTS-

Description of Property

A part of the Southwest Quarter of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Outlot 100 in Harvest Pointe Subdivision according to the Plat recorded as Document No. 2006–30281 in the McLean County Recorder's Office. From said Point of Beginning, thence north 411.35 feet along the West Line of said Outlot 100 to the South Line of Lot 116 in said Harvest Point Subdivision, thence west 1600.60 feet along a line which forms an angle to the right of 90°–00'–00" with the last described course to the East Line of a parcel of land conveyed to St. Patrick's Roman Catholic Congregation of Merna by Deed recorded as Document No. 97–3108 in said Recorder's Office; thence south 369.98 feet along said East Line which forms an angle to the right of 89°–59'–16" with the last described course to the North Right–of–Way Line of Illinois Route 9 (Route F.A.P. 693); thence east 1601.06 feet along said North Right–of–Way Line which forms an angle to the right of 91°–29'–34" with the last described course to the Point of Beginning, containing 14.355 acres, more or less.

Note: This description contains a portion of Harvest Pointe Boulevard as dedicated in Harvest Pointe Subdivision recorded as Document No. 2006–30281 and also contains Harvest Pointe Commercial Subdivision in its entirety recorded as Document No. 2007–1303, therefore should not be used for conveyance purposes.

RECOMMENDATION OF PRELIMINARY PLAN APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS:

"Notice is hereby given that this Harvest Pointe Subdivision Amended Preliminary Plan shown hereon is recommended by the Planning Commission of Bloomington, Illinois, for City Council approval with the modifications contained in Appendix A (if any), which is attached hereto."

The Planning Commission of Bloomington, Illinois

Date: ______________________

By: ______________________
Chairman

By: ______________________
Executive Secretary

NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS:

"The Harvest Pointe Subdivision Amended Preliminary Plan shown hereon has received approval by the City Council of Bloomington, Illinois, subject to the modifications contained in Appendix A which is attached hereto."

The City Council of Bloomington, Illinois

Date: ______________________

By: ______________________
Mayor

Attest:

____
City Clerk

INDEX TO SHEETS

SHEET NO.	TITLE
1	COVER SHEET
2	OVERALL LAYOUT PLAN
2A	EXISTING CONDITIONS
9–10	PRELIMINARY PLAN
11	MISCELLANEOUS DETAILS

OWNER/DEVELOPER
HARVEST POINT BLOOMINGTON, LLC
C/O WILLIAM (BILL) PEIFER
2301 VILLAGE GREEN PLACE, SUITE C
CHAMPAIGN, IL 61822

ATTORNEY
JASON A. BARICKMAN
MEYER CAPEL, PC
306 W CHURCH ST
CHAMPAIGN, ILLINOIS 61820
(217) 352–1800

ENGINEER
JEFFREY M. GASTEL
FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663–8435

JEFFREY M. GASTEL 51694 REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

Date: 12.21.2020
Expires: 11.30.2021

BENCHMARK:

1. "□" ON W. SIDE OF LIGHT BASE ON N. SIDE OF EXIST DRIVE OF ST. PATRICKS CHURCH (E. SIDE TOWANDA BARNES ROAD) U.S.G.S. ELEV.=841.10
2. RAIL ROAD SPIKE IN W. FACE OF POWER POLE W/TRANSFORMER ON E. SIDE TOWANDA BARNES RD 1ST. S. OF DRIVE. U.S.G.S. ELEV.=833.72

JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS:
CONTRACTORS SHALL CALL THE TOLL FREE J.U.L.I.E. TELEPHONE NUMBER, 1–800–892–0123, BEFORE STARTING EXCAVATION. ALLOW 48 HOURS FOR OTHER THAN EMERGENCY ASSISTANCE.

S.W. 1/4 SEC. 32, T.24N., R.3E., 3 P.M.

Revisions

#	Date:	Initials:
1	12/17/20	JMG

ENGINEERS ARCHITECTS SURVEYORS SCIENTISTS
Farnsworth GROUP
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / (309) 663-1571 Fax
www.f-w.com

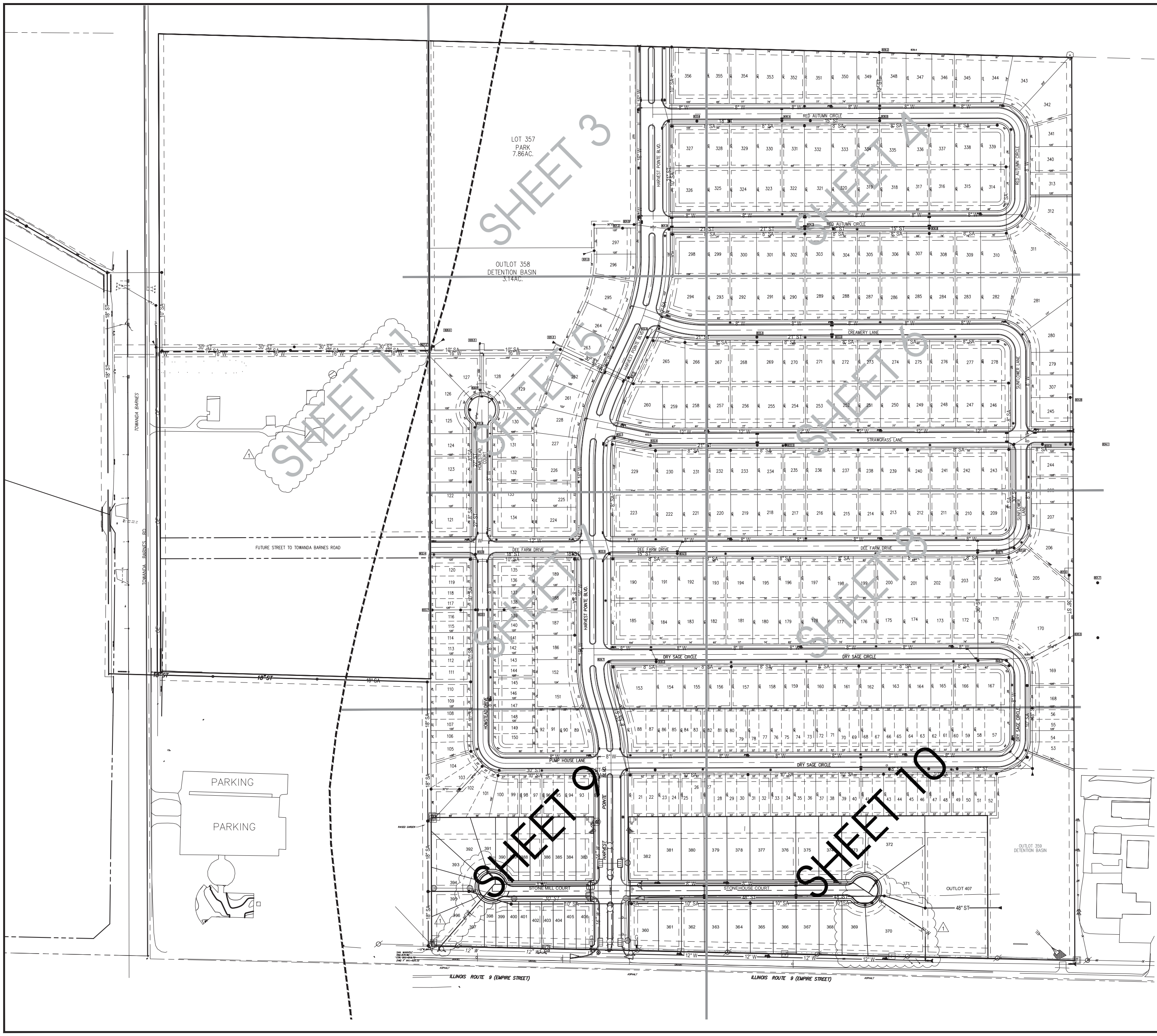
Drawn: JMG Date: 11/12/20
Designed: JMG Checked.:

HARVEST POINTE SUBDIVISION
AMENDED PRELIMINARY PLAN
BLOOMINGTON, ILLINOIS

COVER SHEET

Book No.: Sheet No.: 1 OF
Project No.: 020128100 File No.: 24-8248-1

Xref Files: ..\main1 | tstshz | L:\harvest pointe subd\harvest pointe prelim plan\dwg\HARVEST POINTE PRELIM.DWG | DATE: 05/04/2011 | Time: 17:15 |



Revisions

#	Date:	Initials:
1	12/17/20	CME

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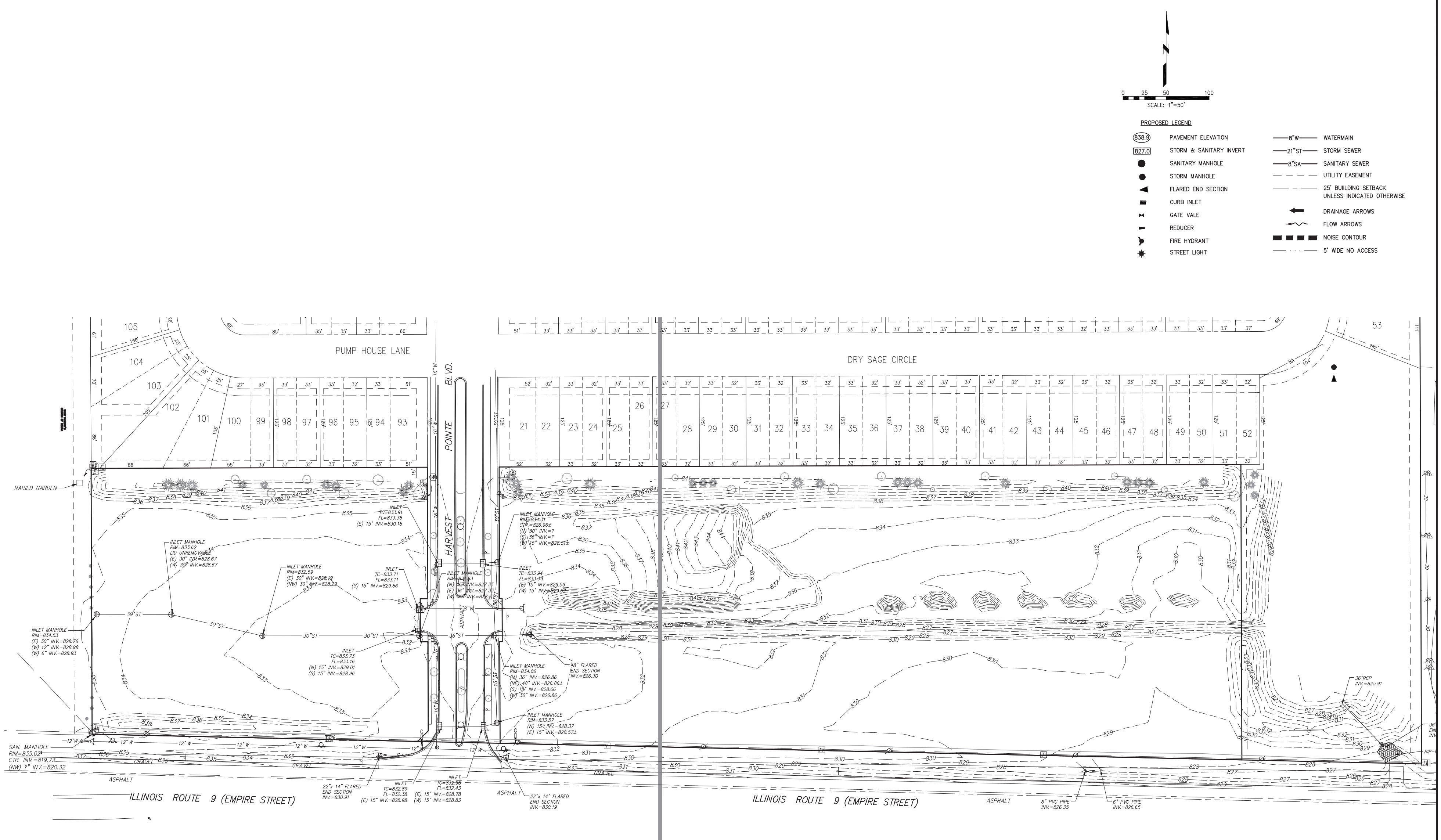
HARVEST POINTE SUBDIVISION AMENDED PRELIMINARY PLAN BLOOMINGTON, ILLINOIS

OVERALL LAYOUT

Drawn: CME Date: 11/12/20
Designed: JMG Checked:

Book No.: - Sheet No.: 2 OF
Project No.: 020128100 File No.: 24-8248-1



Revisions
Date: Initials:

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HARVEST POINTE SUBDIVISION
AMENDED PRELIMINARY PLAN
BLOOMINGTON, ILLINOIS

EXISTING CONDITIONS

Drawn: JMG	Date: 11/12/20	Book No.: -	Sheet No.: 2A OF
Designed: JMG	Checked.:	Project No.: 020128100	File No.: 24-8248-1

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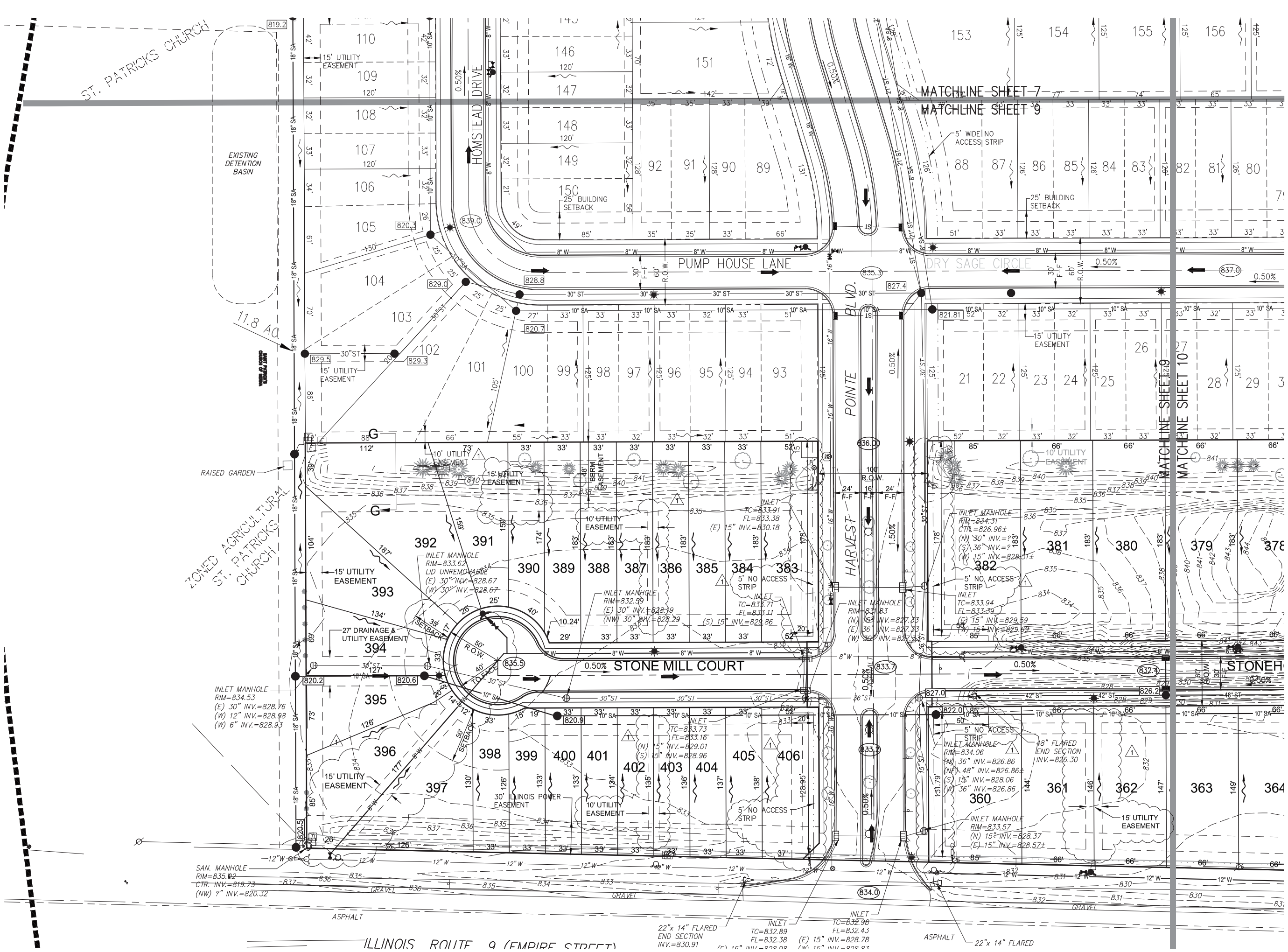

0 25 50 100
SCALE: 1"=50'

PROPOSED LEGEND

838.9	PAVEMENT ELEVATION
827.0	STORM & SANITARY INVERT
●	SANITARY MANHOLE
●	STORM MANHOLE
◀	FLARED END SECTION
▪	CURB INLET
⋈	GATE VALE
▸	REDUCER
▶	FIRE HYDRANT
✷	STREET LIGHT
—8"W—	WATERMAIN
—21"ST—	STORM SEWER
—8"SA—	SANITARY SEWER
— — —	UTILITY EASEMENT
— — —	25' BUILDING SETBACK UNLESS INDICATED OTHERWISE
←	DRAINAGE ARROWS
~	FLOW ARROWS
■ ■ ■	NOISE CONTOUR
— · —	5' WIDE NO ACCESS

Revisions #	Date:	Initials:
1	12/17/20	CME

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HARVEST POINTE SUBDIVISION AMENDED PRELIMINARY PLAN BLOOMINGTON, ILLINOIS

PRELIMINARY PLAN

Drawn: CME Date: 11/12/20
Designed: JMG Checked:
Book No.: - Sheet No.: 9 OF
Project No.: 0201281.00 File No.: 24-8248-1

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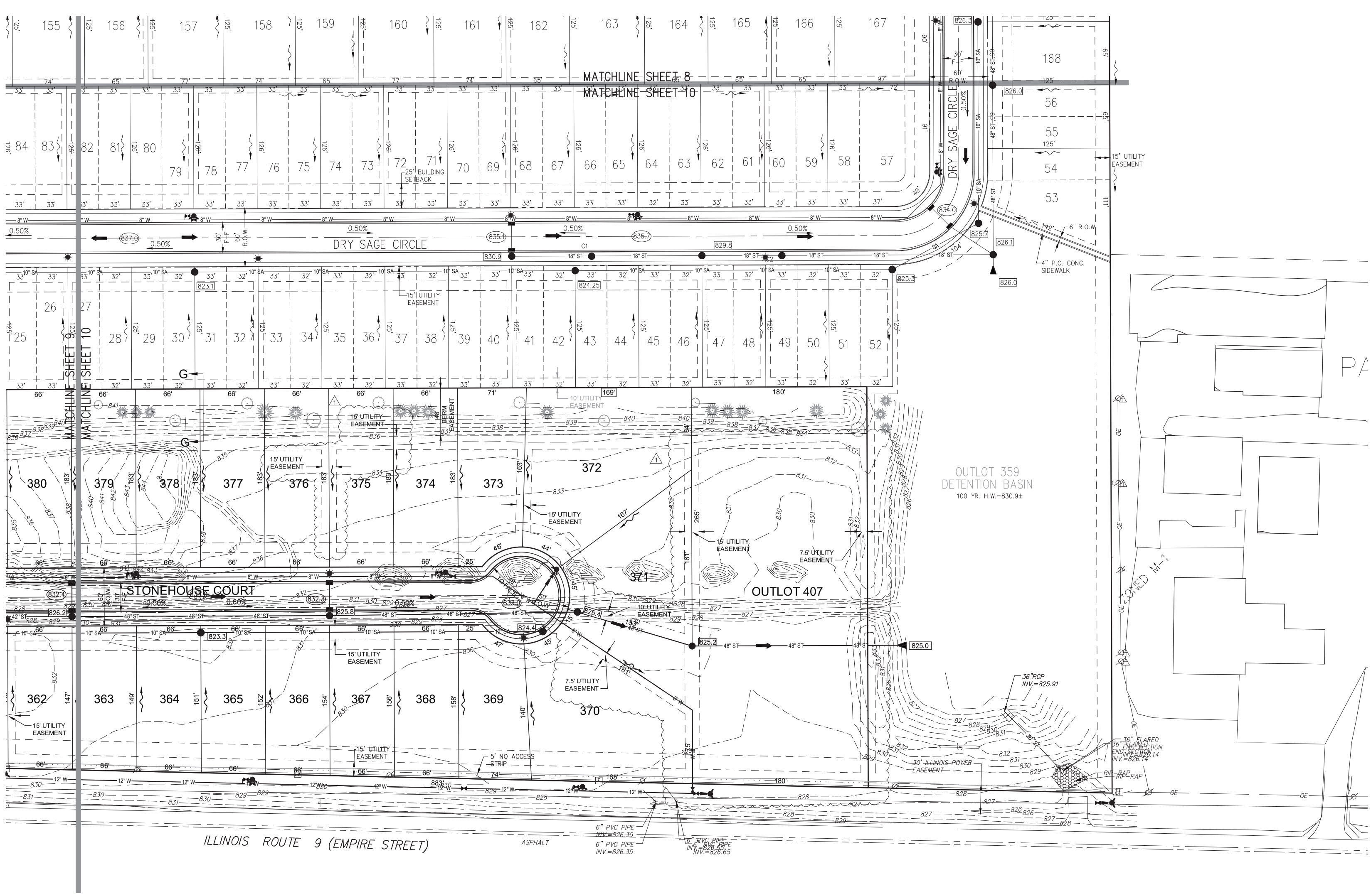

SCALE: 1"=50'

0 25 50 100

PROPOSED LEGEND

838.9	PAVEMENT ELEVATION
827.0	STORM & SANITARY INVERT
	SANITARY MANHOLE
	STORM MANHOLE
	FLARED END SECTION
	CURB INLET
	GATE VALE
	REDUCER
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8"W	WATERMAIN
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	25' BUILDING SETBACK UNLESS INDICATED OTHERWISE
	DRAINAGE ARROWS
	FLOW ARROWS
	NOISE CONTOUR
	5' WIDE NO ACCESS

Revisions #	Date:	Initials:
1	12/17/20	CME

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HARVEST POINTE SUBDIVISION AMENDED PRELIMINARY PLAN BLOOMINGTON, ILLINOIS

PRELIMINARY PLAN

Drawn: CME Date: 11/12/20 Book No.: - Sheet No.: 10 OF

Designed: JMG Checked.: Project No.: 0201281.00 File No.: 24-8248-1

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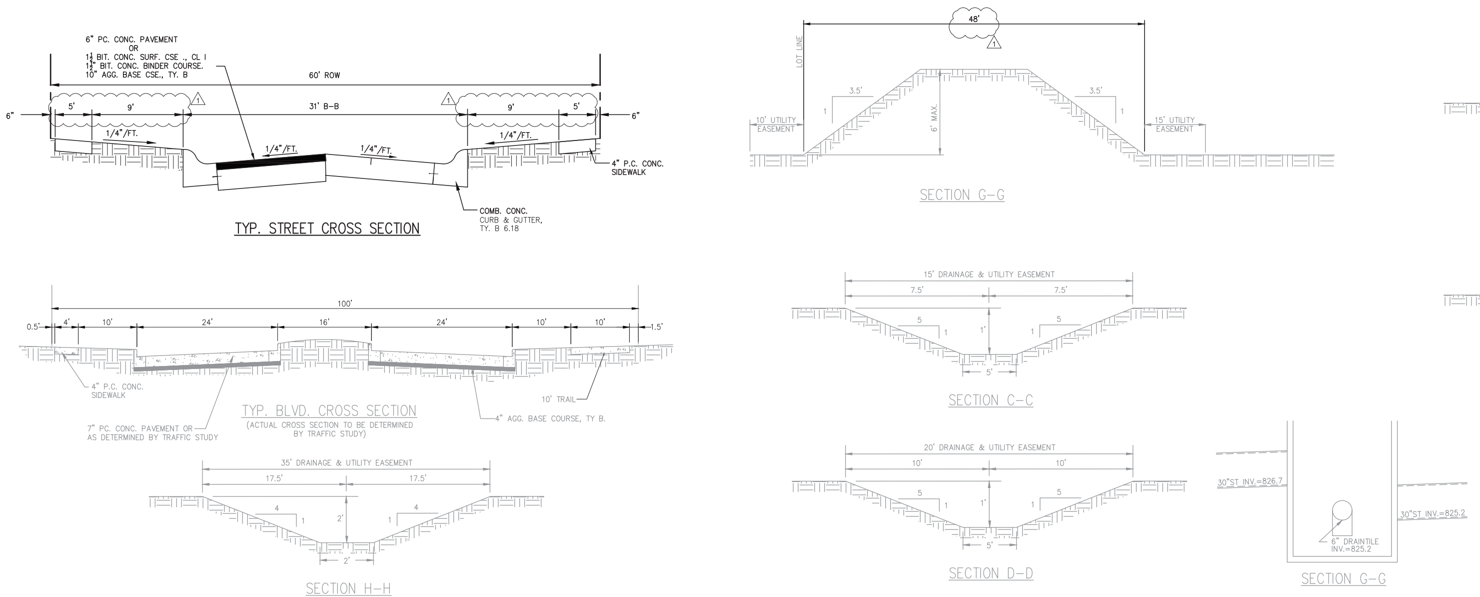

Revisions #	Date:	Initials:
1	12/17/20	CME

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Drawn: CME Date: 11/12/20
Designed: JMG Checked.:

HARVEST POINTE SUBDIVISION AMENDED PRELIMINARY PLAN BLOOMINGTON, ILLINOIS

MISCELLANEOUS DETAILS

Book No.: - Sheet No.: 11 OF
Project No.: 020128100 File No.: 24-8248-1

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. **PS-05-20** Public hearing, review, and action on petition submitted by Bill Piefer requesting approval of an amendment to the Harvest Pointe Preliminary Plan, approximately 14 acres located north of Route 9 and east of Towanda Barnes Road. (Ward 3).

Chairperson Headean called for the staff report. Ms. Simpson explained that staff recommended in favor of the preliminary plan and proposed waivers, consisting of a waiver to allow more than 15 lots fronting on a cul-de-sac and a waiver to permit a decrease in the single-family attached lot width in the R-2 District.

The property is currently undeveloped and bordered by a church, duplexes, single-family residences, and vacant land. Ms. Simpson stated that the subject property is designated as Tier 1 priority infill per the comprehensive plan's Land Use Priorities map and noted as an "emerging area" in the Future Land Use map.

Ms. Simpson went on to explain that this proposed amendment to the initial approved preliminary plan applies only to 13 acres on the subdivision's south side. She mentioned that staff supports the requested cul-de-sac waiver due to the length of the more narrow lots and the difficulty of implementing alternative street configurations. Regarding the requested lot width waiver, Ms. Simpson said that the reduction by two feet still allows for adequate separation between units and it would allow the developer to make reasonable use of the property.

Ms. Simpson reviewed the existing infrastructure serving the area, including a sanitary and storm sewer. She stated that new infrastructure would be installed at the developer's expense, and that the developer has proposed the construction of a local street. She also reviewed the parkland dedication requirements, explaining that the developer proposed an acre of parkland adjacent to the detention basin. Its location would provide additional buffering between this subdivision and neighboring residences.

Ms. Simpson reviewed the subdivision code standards, expressing staff's conclusion that each of the standards have been met. Likewise, she stated that the requested waivers meet the standards for granting waivers.

Chairperson Headean clarified whether the subject properties are Tier 1 or Tier 2 according to the Land Use Priorities map. Ms. Simpson confirmed that the properties are Tier 1.

Mr. Mohr asked whether the city will maintain the parkland and whether there is any plan for it; Ms. Simpson answered that the city is responsible for developing and maintaining it, mentioning that there are no other park spaces accessible to residents in this area. Mr. Mohr sought clarification that the streets would be public. Ms. Simpson said yes.

Chairperson Headean swore in the petitioner's legal representative, Jason Barickman, for testimony. Mr. Barickman mentioned that the market conditions did not support the initial intended zoning and use. He also mentioned having been in communication with IDOT regarding a needed left turn lane on Route 9.

Neil Finlan, an engineer with the Farnsworth Group, was sworn in. Mr. Finlan reiterated the importance of the park's site within the subdivision and mentioned that a fee in lieu of parkland dedication had been contributed previously as well. Regarding the waivers, Mr. Finlan explained that they are seeking narrower lots because they represent market interests in Bloomington-Normal and suit the property. In terms of the waiver requested for cul-de-sac frontage, Mr. Finlan mentioned that the waiver is related to the length of the cul-de-sac.

Mr. Mohr asked Mr. Finlan about the approximate cost of infrastructure being built as well as the cost incurred by the city. Mr. Finlan said he was uncertain of the estimates, but that the developer would incur the cost of construction.

Chairperson Headean closed the public hearing. Mr. Mohr asked Ms. Simpson whether the City has an approximation of the cost of maintenance; Ms. Simpson said no. Mr. Mohr expressed hesitation with the first finding of fact due to the unknown fiscal impact of the development on the city and moved to adopt the other findings of fact. Mr. Boyd seconded.

Chairperson Headean asked at what point the city performs a fiscal analysis; Ms. Simpson stated that it is not generally part of the initial review, but that it could be incorporated into it. She also mentioned a 2013 fiscal impact analysis authored by the MCRPC that gives some idea as to this impact. Ms. Simpson asked whether Mr. Mohr is interested in the expense or the expense in relation to projected revenues. Mr. Mohr explained that accepting responsibility for maintenance is a liability, and that he is interested in what sorts of assets would back the liability. Ms. Simpson explained that since the preliminary plan is more conceptual, developers propose a bond or surety valued at 110% of the cost of the infrastructure at the time of final platting. The City holds onto the bond or surety until the infrastructure has been inspected and confirmed to meet city standards.

Mr. Stanczak mentioned the difficulty in projecting the cost of maintenance given the longevity of the infrastructure and expressed concern that assessing the cost upon the developer would make the cost of the housing untenable.

Mr. Boyd suggested voting on the previous motion and moving the present discussion to the new business portion of the agenda. Roll call vote: Mr. Stanczak – Yes, Mr. Danenburger – Yes, Mr. Boyd – Yes, Mr. Muehleck – Yes, Mr. Krieger – Yes, Mr. Mohr – Yes, Ms. Montney – Yes, Ms. McCann – Yes, Chairperson Headean – Yes. (8-0-0)

Mr. Boyd made a motion to accept finding of fact A. Mr. Krieger seconded. Roll call vote: Mr. Stanczak – Yes, Mr. Danenburger – Yes, Mr. Boyd – Yes, Mr. Muehleck – Yes, Mr. Krieger – Yes, Mr. Mohr – No, Ms. Montney – Yes, Ms. McCann – Yes, Chairperson Headean – Yes. (7-1-0)

Mr. Stanczak made a motion to approve the requested waivers. Mr. Boyd seconded. Roll call vote: Mr. Stanczak – Yes, Mr. Danenburger – Yes, Mr. Boyd – Yes, Mr. Muehleck – Yes, Mr. Krieger – Yes, Mr. Mohr – Yes, Ms. Montney – Yes, Ms. McCann – Yes, Chairperson Headean – Yes. (8-0-0)

Mr. Boyd motioned to approve the preliminary plan amendment. Mr. Krieger seconded. Mr. Stanczak – Yes, Mr. Danenburger – Yes, Mr. Boyd – Yes, Mr. Muehleck – Yes, Mr. Krieger – Yes, Mr. Mohr – Yes, Ms. Montney – Yes, Ms. McCann – Yes, Chairperson Headean – Yes. (8-0-0)

B. Z-01-21 Public hearing, review, and action on a petition submitted by Robert J. Lenz, Trustee under, a Trust Agreement dated June 17, 2994 and known as Trust Number 2315, requesting a zoning map amendment for a portion of the property identified as PIN: 21-16-451-026, 21-16-405-002; 21-16-405-003; 21-16-451-027; 21-16-451-024; 21-16-451-025; and 21-16-451-009 (approximately 7.31 acres south of Southgate Drive) from B-2 Local Commercial District to C-1, Office District. (Ward 2)

Chairperson Headean introduced the case and called for the staff report. Ms. Kelly stated that staff recommend approval of the requested zoning amendment from B-2 to C-1.

Ms. Kelly explained that the subject parcels had been rezoned last year from B-1 to B-2 and are situated between residential uses to the east and commercial and industrial uses in all other directions. She mentioned that the applicant is working with IHDA to develop the area into affordable rental duplexes, and that while duplexes are allowed under the current zoning, they must share a single entrance. The C-1 zoning would enable the proposed units to have separate entrances and, whether or not the proposed use takes place, would provide a more gradual buffer between the area's commercial/industrial and residential uses.

Regarding the comprehensive plan, Ms. Kelly stated that the subject parcels are classified as a mix of low- and medium-density residential as well as regional commercial by the Future Land Use Map, and Tier 1 priority infill by the Land Use Priorities map.

City of Bloomington Illinois

CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: January 25, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 3

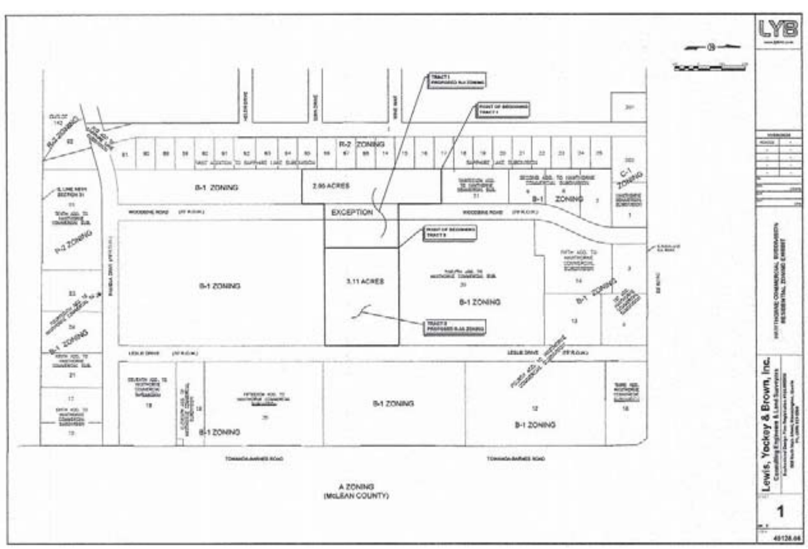
SUBJECT: Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Located South of General Electric Road and West of Towanda Barnes Road, Approximately 6.06 Acres in the Hawthorne Commercial Subdivision, from B-1 General Commercial District to R-2 Mixed Residence District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

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 6.06 acres, south of General Electric Road and west of Towanda Barnes Road. The property is located within the Hawthorne Commercial Subdivision, north of the Central Illinois Regional Airport. The property is currently zoned B-1 General Commercial District. The B-1 District allows for commercial uses like restaurants, gas stations, offices, and retail. The property is adjacent to single-family homes (west) and ten townhomes (north). An assisted living facility is northeast of the site. The surrounding area consists of a mix of residential uses and commercial uses. The owner and applicant, Terra LLC, is requesting a zoning map amendment for the property, to facilitate residential development.



The request divides the property into two tracts: Tract 1 (2.95 acres) located on the east and west sides of Woodbine Road would be rezoned to R-2, Mixed Residence District. Tract 2 (3.11 acres) located on the west side of Leslie Drive would be rezoned to R-3A, Multifamily Residential District. The proposed R-2 District allows for single and two-family residences. Townhomes and multifamily (3+ units) are permitted with a special use permit. The R-2 District allows for a maximum density of up to 13 units per acre. The applicant is proposing the R-2 District to function as a transitional district between the single-family homes and the multifamily residential district. The proposed R-3A Multifamily Residential District allows for single and two-family homes. Townhomes and multifamily residential uses are also permitted by right. The R-3A District allows for a maximum density up to 29 units per acre.

After notice was given, the Planning Commission held a public hearing on the zoning map amendments. The Planning Commission minutes are attached to this memo. The meeting is available online at www.cityblm.org/live. The public hearing materials are also online at https://www.cityblm.org/Home/ShowDocument?id=25559. The Commission recommended approval of the map amendments by vote of 7-1. The Commission also found the map amendment to be in the public interest as the uses permitted in the R-2 and R-3A residential districts will have less of a negative impact on the adjacent single family residential homes since these districts promote less intense uses that generate less traffic than the uses currently permitted in the B-1 District.

City staff is aware of the Council's concerns regarding the COVID-19 pandemic. However, the approval of this Ordinance and Resolution has no negative financial impact on the City and will facilitate redevelopment of vacant and underutilized land.

This agenda item was tabled at the January 11, 2021 Council meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City of Bloomington Planning Commission held a virtual public hearing on the zoning map amendment on Wednesday, December 9, 2020. Notice of the hearing was published in *The Pantagraph* on Monday, November 23, 2020. Notices were also mailed to 128 property owners within 500 feet of the subject property and a large metal notification sign was placed on the property. One person outside of the petitioner spoke in favor of the petition. One person spoke against the petition. The City also received seven emails from nearby residents with questions and concerns. These emails were shared by staff with the Planning Commission as well as with the petitioner. The petitioner was given the opportunity to respond to the concerns expressed in the emails at the public hearing. The Planning Commission found the application to be in the public interest and consistent with the goals of the Comprehensive Plan. The Commission also found the application to align with the City's guidelines for a map amendment outlined in Chapter 44 Division 17-6. The Commission recommended approval of the petition by vote of 7 to 1. A recording of the public hearing is available online at www.cityblm.org/live <http://www.cityblm.org/live>. A copy of the draft minutes is attached to this memo. Following the public hearing, staff received a written protest from two adjacent property owners, approximately 14% of the adjacent frontage. Staff also asked the protestors to mail a copy of their protest with the applicant, pursuant to state statutes. However, the written protests do not meet the 20% threshold required by the City's ordinance to force a two-third's vote of the council members holding office (i.e., a total of 6 council members would need to vote in favor as opposed to the typical 5 council members to pass an ordinance). The individual that submitted the written protest was advised the protest did not contain the requisite number of property owners to require the two-thirds vote.

FINANCIAL IMPACT: The map amendment will facilitate investment and redevelopment of vacant land, classified as a Tier-1 Redevelopment Priority, resulting in local revenues. The developer will also be responsible for paying parkland dedication fees and impact and tap-on fees associated with residential development. These exact amounts will be determined at the time of Final Plat. Further, the developer is also responsible for the construction of infrastructure associated with the residential redevelopment.

COMMUNITY DEVELOPMENT IMPACT: N-1.2d Identify and eliminate the barriers for infill development. H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Melissa Holt, Economic and Community Development Director 1/3/2021

Chris Tomerlin, Budget Manager 1/5/2021

Jeffrey R. Jurgens, Corporation Counsel 1/5/2021

Tara Henry, Legislative Assistant 1/7/2021

Attachments:

- E&CD 2B Z-28-20 Ordinance
- E&CD 2C Draft minutes 12.9.20_Woodbine Rd

ORDINANCE NO. 2021 - ____

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

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 six and six-hundredths acres south of General Electric Road and West of Towanda Barnes Road in the Hawthorne Commercial Subdivision (PINs: 15-31-278-003; 15-31-276-026; 15-31-279-006), 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-2 Mixed Residence District and R-3A Multiple-Family Residence District and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the petition to comply with the findings of fact guided by those purposes, standards and objectives of the City Code as set forth in Chapter 44 Division 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-2 Mixed Residence District and R-3A Multiple-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. That the petition requesting to rezone the property commonly described as six and six-hundredths acres south of General Electric Road and West of Towanda Barnes Road in the Hawthorne Commercial Subdivision (PINs: 15-31-278-003; 15-31-276-026; 15-31-279-006), legally described in Exhibit A which is attached hereto and made part hereof by this reference, from B-1 General Commercial District to R-2 Mixed Residence District and R-3A Multiple-Family Residence District is hereby approved.

3. That this Ordinance shall be in full force and effective as the time of its passage.

PASSED this 25th day of January 2021.

APPROVED this __________ day of January 2021.

CITY OF BLOOMINGTON	**ATTEST**
______________________________	______________________________
Tari Renner, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

Tract 1, R-2 Rezoning:

A part of the NEY-4 of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, Mclean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 21 in the Thirteenth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2018-7743 in the Mclean County Recorder of Deeds Office, being on the east line of Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2002-07481 in said recorder's office; thence N.90°-00'-00"E. 150.00 feet to the west right of way line of Woodbine Road as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in said recorder's office; thence S.00°-00'-00"E.

184.76 feet on said west right of way line to the westerly extension of the south line of Lot 20 in Twelfth Addition to Hawthorne Commercial Subdivision recorded as Document No. 2015-16156 in said recorder's office; thence N.90°-00'-00"E.

190.00 feet on said westerly extension and the south line of said Lot 20; thence S.00°-00'-00"E. 319.00 feet; thence N.90°-00'-00"W. 190.00 feet to the west right of way line of said Woodbine Road; thence S.00°-00'-00"E. 96.24 feet on said west right of way line; thence N.90°-00'-00"W. 150.00 feet to the east line of First Addition to Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2003-29381 in said recorder's office; thence N.00°-00'-00"E.

600.00 feet to the Point of Beginning, EXCEPT the Woodbine Road right of way dedicated with said Resolution No. 2007-99.

Said Tract I contains 2.95 acres, more or less, with assumed bearings given for description purposes only.

Tract 2, R-3A Rezoning:

A part of the NEY-I of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, Mclean County, Illinois, more particularly described as follows: Commencing at the southwest corner of Lot 20 in the Twelfth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2015-16156 in the Mclean County Recorder of Deeds Office; thence N.90°-00'-00"E. 425.00 feet on the south line of said Lot 20 to the west right of way line of Leslie Drive as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in said recorder's office; thence S.00°-00'-00"E. 319.00 feet on said west right of way line; thence N.90°-00'-00"W. 425.00 feet; thence N.00°-00'-00"E. 319.00 feet to the Point of Beginning, containing 3.11 acres, more or less, with assumed bearings given for description purposes only.

MINUTES

Mr. Mohr made a motion to approve the minutes of the October 28, 2020 meeting. Mr. Krieger seconded. Roll call vote: Mr. Stanczak – Inaudible, Mr. Danenburger – Yes, Muehleck – Yes, Mr. Krieger – Yes, Mr. Mohr – Yes, Ms. Montney – Yes, Chairperson Headean – Yes. (7-0-1)

Mr. Boyd joined the meeting at 4:07.

REGULAR AGENDA

D. Z-28-20 Public hearing, review, and action on a petition submitted by Terra LLC requesting a zoning map amendment for a portion of the property identified as PIN: 15-31-278-003, 1531-276- 026, and 15-31-279-006 from B-1 General Commercial District to R-2, Mixed Residence District and R-3A, Multifamily Residential District (Ward 3)

Chairperson Headean introduced the case and called for the staff report. Ms. Kelly stated that staff would recommend in favor of the item due to much of the land's long-time vacancy, the mix of residential and commercial uses already emerging in the surrounding area, and the potential for residential districts to serve as a transitional buffer between commercial uses and lower-density residential uses.

Ms. Montney inquired as to whether the information included in the presentation was included in the packet provided to Commissioners. Ms. Kelly affirmed this.

Mr. Boyd asked whether sidewalks currently exist on the subject tracts. Ms. Simpson stated that the developer would be responsible for installing sidewalks when development occurs.

The public hearing was opened for this item. Chairperson Headean swore in Mr. Rathnakumar Ramachandran, a representative of the townhomes adjacent to the subject parcels, for testimony. Mr. Ramachandran stated his support for the rezoning, stating that it would help extend the existing flavor of the community.

Mr. Krishna Balakrishnan, the applicant, was sworn in. He stated that his plan is to continue residential development similar to the townhomes within the parcels to be rezoned to R-2.

Chairperson Headean asked Mr. Balakrishnan about resident concerns as to increased traffic generation and decreases in home values were the rezonings to be approved.

Mr. Balakrishnan stated that most of the traffic is on GE Road at present and that access would be taken from Leslie Drive.

Ms. Montney asked whether the townhomes that were sold are currently occupied. Mr. Balakrishnan said that they are.

Ms. Kelly displayed data regarding estimated trip generation for commercial versus residential uses, showing in broad terms that residential uses generate less traffic than commercial uses currently permitted by right in the B-1 district would.

Ms. Montney asked how these numbers were calculated. Ms. Simpson explained its basis on average trip data. Ms. Montney pointed out that the uses displayed are not necessarily reflective of the commercial development that has already occurred at the subject site. Ms. Simpson clarified that these uses could be developed by right, even though they are not currently present at the site. Ms. Montney argued against the inclusion of traffic data for businesses such as drive-through restaurants as they are not reflective of the current development patterns of the site.

Chairperson Headean asked Mr. Balakrishnan about the purpose of the development, referencing his previous comments regarding wanting to construct more affordable housing in Bloomington. He stated that after acquiring the property, he could not foster commercial development in the area, and subsequently switched his focus to high-quality, attainable residential development.

Ms. Montney inquired as to the data source on Mr. Balakrishnan's comment on the shortage of apartments for rent in Bloomington. Mr. Balakrishnan stated this was based on the reception to the recently developed townhomes and not based on any specific data point. Ms. Montney stated that the vacancy rate for apartments in Bloomington is substantial.

Chairperson Hadean opened the public hearing to those speaking against the petition. Dr. Tim Anderson, owner of Hawthorne Park Animal Care Center, was sworn in. He spoke of his concern about apartments extending south to Pamela Drive regarding the noise generated by animal care center and increased traffic resulting from residential development. Dr. Anderson mentioned that existing traffic on Pamela Drive is congested due to the absence of a traffic light. Ms. Kelly clarified that the residential zoning would not extend to Pamela Drive. Ms. Simpson stated that she was not aware of any plans to install a traffic light at the intersection of Pamela and Leslie Drives.

Ms. Montney asked how access would be taken out of the potential residential developments since each exit is presently uncontrolled. Ms. Simpson stated that Leslie Drive, Pamela Drive, or Woodbine Road would serve as exit points.

Mr. Krieger asked whether a traffic count has been done in this area. Ms. Simpson displayed data regarding average daily trips in the area, stating that there are no specific counts for Leslie Drive.

Dr. Anderson added that Unit 5 buses use Leslie Drive as a stopping off point between 7:45 to 8:15 AM, creating additional traffic congestion and potentially posing an obstacle to residential development.

Ms. Simpson introduced six emails from the public into the record. Most of the comments raised concerns about a potential increase in traffic from any future residential development. Ms. Montney pointed out that many emails also raised a decline in property values as a concern.

Mr. Balakrishnan provided a rebuttal to the emails received, stating that the traffic wouldn't substantially impact Pamela Drive. He also stated that home values increase when homes are situated near other homes rather than vacant land.

Ms. Montney asked why the R-3A zoning was sought if the plan is to develop more townhomes. Mr. Balakrishnan stated that it would serve as a buffer between commercial and lower-density residential development. Ms. Simpson affirmed this, stating that R-3A allows for a higher level of development as well, potentially enabling a higher concentration of townhomes in this zoning and allowing townhomes to be built by right.

Chairperson Headean asked whether the plan is to build townhomes only or apartments as well. Mr. Balakrishnan confirmed that the R-3A zoning was sought to build a higher density of townhomes, but that only townhomes are planned at this time. Ms. Montney stated that she thought the location of the proposed R-3A zoning is unsuitable to townhomes.

Mr. Balakrishnan closed his testimony by thanking the Commission and staff and restating that the land has been vacant for many years. The public hearing was closed.

Chairperson Headean called for a motion regarding the Findings of Fact as presented in the staff report. Ms. Montney expressed her disagreement with the Findings. Mr. Boyle clarified that the criteria in rezoning cases are considered a weighing decision. Chairperson Headean asked Ms. Montney to elaborate on her disagreement prior to making a motion. Ms. Montney detailed her disagreement with the findings by item, stating that steady development has occurred in this area, that high density residential development is unsuitable given the present development, and that

Bloomington's unit vacancy rate does not suggest a need for additional multi-family development. She added her concerns regarding the potential for additional traffic generated and the impact on the school systems and the neighboring Sapphire Lake subdivision.

Ms. Kelly asked whether Ms. Montney was responding to the petitioner's Findings of Fact or staff's Findings of Fact. Ms. Montney said she was not sure. Mr. Boyle inquired as to whether Ms. Montney's disagreement is with the proposal as a whole or with the R-3A rezoning in particular. Ms. Montney confirmed that the R-3A zoning is her primary concern.

Chairperson Headean asked for clarification on the next steps in the event that the rezonings were to be approved. Ms. Simpson explained the approval process, including potential action by the Zoning Board of Appeals and City Council. Chairperson Headean restated that the Commission would not be voting on townhomes, which have not yet been formally proposed, but on the rezoning themselves.

Mr. Boyd argued that the vote centers around whether commercial or residential zoning would cause existing problems like traffic to be better or worse in the future. He made a motion to adopt the Findings of Fact as presented by staff. The motion was seconded. Chairperson Headean called for disputing comments. Ms. Montney asked whether his argument regarding traffic patterns is based on what development is currently existing in the area versus what development could take place there. He affirmed that he is voting based on a longterm view of the potential development in the area.

Mr. Mohr stated that he would vote no on the motion because of his desire to discuss points raised by Ms. Montney and the public.

Roll call vote: Mr. Stanczak – Yes, Mr. Danenburger – Yes, Mr. Boyd – Yes, Mr. Muehleck – Yes, Mr. Krieger – Yes, Mr. Mohr – No, Ms. Montney – No, Chairperson Headean – Yes. The motion carried (6-2-0)

Chairperson Headean called for additional discussion of resident concerns. Mr. Mohr stated his agreement with Mr. Boyd regarding traffic patterns and argued that streets like Norma and Pamela Drives are constructed in a way that does not discourage motorists from speeding, likely contributing to the residents' sense of feeling unsafe. Mr. Stanczak stated that he viewed the vote as being oriented around what could be developed at the subject sites rather than what is presently developed at the subject sites.

Ms. Montney inquired as to whether it would be possible to deny the proposed R-3A rezoning separately. She made a motion to deny the proposed the R-3A rezoning. No second was provided. The motion was not passed.

Mr. Boyd made a motion to approve the rezoning of 6.06 acres of the Hawthorne Commercial Subdivision from B-1 General Commercial District to R-2 Mixed Residence District and R-3A Medium Density Multiple Family Residence District. Mr. Muehleck seconded the motion. Chairperson Headean offered the opportunity for objections to the motion to be restated. Ms. Montney stated that her objection is to the purported need for R-3A zoning and to the Findings of Fact. Roll call vote: Mr. Stanczak – Yes, Mr. Danenburger – Yes, Mr. Boyd – Yes, Mr. Muehleck – Yes, Mr. Krieger – Yes, Mr. Mohr – Yes, Ms. Montney – No, Chairperson Headean – Yes. The motion passed (7-1-0)

OLD BUSINESS

Mr. Mohr inquired as to the status of the Downtown Residential District, which was not approved by City Council. Ms. Simpson stated that City Council requested that the proposal be tabled to provide more time for review and that it likely wouldn't return to Planning Commission for consideration.

NEW BUSINESS

- **A.** Introduction: Kimberly Smith, Assistant Economic & Community Development Director
- **B.** Introduction: Caitlin Kelly, Assistant City Planner

ADJOURNMENT

Mr. Muehleck moved to adjourn. Mr. Momhr seconded. The Commission voted unanimously to adjourn at 5:45 PM.

REGULAR AGENDA

City of Bloomington Illinois

REGULAR AGENDA ITEM NO. 9.A

FOR COUNCIL: January 25, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
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 and General Fund variances to prior year, and capital/infrastructure improvement targets 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	1/12/2021	Tara Henry, Legislative Assistant	1/14/2021

Recommended by:

Tim Gleason, City Manager

REGULAR AGENDA ITEM NO. 9.B

FOR COUNCIL: January 25, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Petitioning Federal, State and Local Government Officials to Replace Columbus Day with Indigenous Peoples' Day, as requested by the Administration 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: Council member Jenn Carrillo brought forward an Agenda Initiative (attached) at the August 17, 2020 City Council meeting proposing that Columbus Day be replaced with Indigenous Peoples' Day and that Indigenous Peoples' Day be celebrated as a City Holiday. The initiative was more specifically defined through subsequent City Council discussion, the results of which are the attached resolution calling upon government entities to replace Columbus Day with Indigenous Peoples' Day where applicable and an ordinance to be considered separately.

This resolution, if approved, would have the City call upon officials to formally request replacement of the federal and state Columbus Day holidays with an observance of Indigenous Peoples' Day, where applicable.

According to Council Member Carrillo, "I believe celebrating the spirit and resilience of indigenous peoples is one of several fitting ways to use recent events as inspiration to lead our community towards a brighter future."

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:
- ADM 3B Indigenous Peoples' Day Initiative

- ADM 3C Indigenous Peoples' Day Resolution

CITY OF Bloomington ILLINOIS

MAYOR & ALDERMANIC
AGENDA INITIATIVE PROPOSAL FORM

SPONSOR: Jennifer Carrillo

PROPOSED INITIATIVE:

In light of the recent events, I would like to propose that we replace the holiday known as "Columbus day" with "Indigenous People's Day" on the second Monday of October each year. Indigenous People's Day should be declared a city holiday and we should encourage local businesses to observe, so that their employees and families can both learn about the history of indigenous peoples, grieve the genocide and colonization of indigenous peoples, and reflect on the significance of the contributions that indigenous peoples have made to our society.

Not only in our community, but also in the state and the nation, governmental bodies are moving to eliminate celebrations of Columbus in favor of recognizing the indigenous peoples who inhabited this land long before he "discovered" it. I believe celebrating the spirit and resilience of indigenous people is one of several fitting ways to use recent events as inspiration to lead our community towards a brighter future.

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: Unknown at this time but this would be part of the staff's review.

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:

Columbus Day

DATE SUBMITTED: 07/25/20

Jenn Carrillo

SIGNATURE

K:\ADMIN\DEPTWIDE\City Council

RESOLUTION NO. 2021 - ___

A RESOLUTION PETITIONING FEDERAL, STATE AND LOCAL GOVERNMENT OFFICIALS TO REPLACE COLUMBUS DAY WITH INDIGENOUS PEOPLES' DAY

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

WHEREAS, Columbus Day is one of 10 holidays observed by the Federal Government and 12 holidays observed by the State of Illinois; and

WHEREAS, upon the arrival of Christopher Columbus to the Americas this land was populated by people indigenous to the continent who as part of colonization faced dehumanizing treatment, slavery, genocide, and systemic oppression yet through an unwavering strength and resiliency in the face of such difficulties contributed significantly to the development of this nation; and

WHEREAS, today, 14 states, more than 130 cities and a number of school districts observe Indigenous Peoples' Day or a similarly titled observance to honor people native to the Americas sometimes in addition to but often in place of Columbus Day; and

WHEREAS, the City of Bloomington calls on local state and federal governmental entities to end observance of Columbus Day as a holiday.

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

SECTION 1. The above stated recitals are incorporated herein by reference.

SECTION 2. That the City shall contact state, local and federal government officials representing interests within the City of Bloomington formally requesting that they move to officially observe Indigenous Peoples' Day and end formal observance of Columbus Day as a holiday, where applicable.

SECTION 3. This resolution shall be effective upon its passage and approval.

PASSED this 25th day of January 2021.

APPROVED this ____ day of January 2021.

CITY OF BLOOMINGTON	**ATTEST**
____________________________	____________________________
Tari Renner, Mayor	Leslie Smith-Yocum, City Clerk

CITY OF Bloomington ILLINOIS

REGULAR AGENDA ITEM NO. 9.C

FOR COUNCIL: January 25, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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 the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance 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: Council Member Jenn Carrillo brought forward an Agenda Initiative (attached) at the August 17, 2020 Committee of the Whole meeting proposing that Columbus Day be replaced with Indigenous Peoples' Day and that Indigenous Peoples' Day be celebrated as a City holiday. The initiative was more specifically defined through subsequent City Council discussion, the results of which are the attached ordinance and a resolution to be considered separately, calling upon government entities to replace Columbus Day with Indigenous Peoples' Day where applicable.

This ordinance, if approved, would officially recognize Indigenous Peoples' Day in a more institutional way than through proclamation. It would also amend the City Code to have the Human Relations Commission partner with community organizations to plan an observance more formally recognizing this day, similar to the recently-approved ordinance officially recognizing Juneteenth.

According to Council Member Carrillo, "I believe celebrating the spirit and resilience of indigenous peoples is one of several fitting ways to use recent events as inspiration to lead our community towards a brighter future."

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:

- ADM 4B Indigenous Peoples' Day Initiative
- ADM 4C Indigenous Peoples' Day - Final Ordinance 12.2.20

CITY OF Bloomington ILLINOIS

MAYOR & ALDERMANIC
AGENDA INITIATIVE PROPOSAL FORM

SPONSOR: Jennifer Carrillo

PROPOSED INITIATIVE:

In light of the recent events, I would like to propose that we replace the holiday known as "Columbus day" with "Indigenous People's Day" on the second Monday of October each year. Indigenous People's Day should be declared a city holiday and we should encourage local businesses to observe, so that their employees and families can both learn about the history of indigenous peoples, grieve the genocide and colonization of indigenous peoples, and reflect on the significance of the contributions that indigenous peoples have made to our society.

Not only in our community, but also in the state and the nation, governmental bodies are moving to eliminate celebrations of Columbus in favor of recognizing the indigenous peoples who inhabited this land long before he "discovered" it. I believe celebrating the spirit and resilience of indigenous people is one of several fitting ways to use recent events as inspiration to lead our community towards a brighter future.

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: Unknown at this time but this would be part of the staff's review.

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:

Columbus Day

DATE SUBMITTED: 07/25/20

Jenn Carrillo

SIGNATURE

K:\ADMIN\DEPTWIDE\City Council

ORDINANCE NO. 2021 - ____

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

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

WHEREAS, the City recognizes the fact that the United States is built upon the homelands and villages of the Indigenous Peoples'; and

WHEREAS, the City wishes to celebrate the strength and resilience of Indigenous people who have fought for survival often in the face of dehumanizing treatment and to publicly express the community's gratitude for the many contributions made through Indigenous Peoples' knowledge, labor, spirituality, technology, science, philosophy, arts, and the deep cultural contribution that substantially shaped the character of Bloomington; and

WHEREAS, today, 14 states, more than 130 cities and a number of school districts observe or celebrate Indigenous Peoples' Day or some similarly titled day designed to honor people native to the Americas; and

WHEREAS, to honor Indigenous people is to acknowledge the value of diversity in our community and the City of Bloomington as an organization; and

WHEREAS, while the City of Bloomington has previously recognized Indigenous Peoples' Day through proclamation, the City desires to have this day formally recognized in a more institutional way by having the City's Human Relations Commission in partnership with other community organizations sponsor an annual observance on or around the 2nd Monday in October.

NOW, THEREFORE, BE IT ORDAINED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

SECTION 1. The above stated recitals are incorporated herein by reference.

SECTION 2. That Chapters 22.2 of the Bloomington City Code, 1960, as amended, shall be further amended as set forth in Exhibit A (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts).

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. 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 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of January 2021.

APPROVED this ____ day of January 2021.

CITY OF BLOOMINGTON	**ATTEST**
______________________________	______________________________
Tari Renner, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A
CODE AMENDMENT AMENDMENTS

Chapter 22.2, Section 2 Establishment and guidelines of the Human Relations Commission

D. Duties and authority. It shall be the duty and authority of the Human Relations Commission to:

(1) Conduct research, publish, and utilize studies in the field of inter-group relations and to develop and implement procedures to educate the community, equalize opportunities, eliminate discrimination and promote good will among all persons;

(2) Receive and record any complaint whether initiated by the Human Relations Commission or by the filing of a complaint with the Commission, alleging discrimination against any person because of race, color, age, sex, religion, national origin, marital status, familial status or physical or mental disability unrelated to ability in violation of this chapter;

(3) Seek to resolve conflicts between persons involved in complaints which are within the jurisdiction of the Commission;

(4) Recommend to the appropriate agency or person legislative, administrative, legal or other ameliorative action to be taken to eliminate discrimination and foster good will;

(5) Invite and enlist the cooperation of any citizen, organization or committee which can be of benefit in fulfilling the responsibilities of the Human Relations Commission in carrying out specific programs designed to lessen conflicts and in improving understanding in the community;

(6) Adopt such bylaws, rules of procedure and regulations as may be deemed necessary to conduct its meetings, conciliation conferences, public hearings and general operations and to carry out the purposes and provisions of this Ordinance;

(7) The Commission may also cooperate and assist any person who requests such cooperation or assistance for the purpose of developing or maintaining equal employment opportunity programs;

(8) Prepare and submit annually to the City Council, at or shortly after the end of each fiscal year, a report of its activities during such fiscal year;

(9) Refer individuals and/or information to other agencies or persons when appropriate. Serve as a resource/liaison for information, training, education and outreach efforts

(10) To promote and sponsor a Juneteenth celebration and/or event on an annual basis, which may be held in conjunction or partnership with one or more other celebrations of Juneteenth and to solicit community and corporate sponsorships to assist in funding the celebration and/or event;

(11) To select a date and time for the sponsored Juneteenth Celebration and/or event to maximize participation

(12) To promote and sponsor an annual observance in honor of Indigenous Peoples' Day on the 2nd Monday in October, which may be held in conjunction or partnership with one or more other observances or organizations and to solicit community and corporate sponsorships to assist in funding the celebration and/or event;

CITY OF Bloomington ILLINOIS

REGULAR AGENDA ITEM NO. 9.D

FOR COUNCIL: January 25, 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 January 8, 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:

Tara Henry, Legislative Assistant 1/20/2021

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	**ATTEST**
Tari Renner	Leslie Smith-Yocum
Tari Renner, Mayor	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), <u>club liquor license holders (Class CA and Class CB),</u> 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.

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APPROVED this 15th day of April 2020.

CITY OF BLOOMINGTON	**ATTEST**
Tari Renner	Leslie Yocum
Tari R[illegible]	Leslie [illegible]n, 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) <u>Video Gaming License Fee Proration; Other License Fee Prorations</u>. 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 Yocum

Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - 30

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

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

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

> (Q) <u>Liquor License Fee Proration</u>. 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) <u>COVID-19 GRANT AGREEMENTS</u>. 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.

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APPROVED this 12th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner

Tari Renner, Mayor

ATTEST

Leslie Yocum

Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - 38

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

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

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

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

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

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

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

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

PASSED this 26th day of May 2020.

APPROVED this 27th day of May 2020.

CITY OF BLOOMINGTON	**ATTEST**
Tari Renner	Leslie Yocum
Ta...	Le... ...cum, 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	ATTEST
yor	Les um, City Clerk

ORDINANCE NO. 2020 - 61

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

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

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

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

> (T) <u>Suspension of Downtown Shuttles</u>. 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

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ATTEST

Leslie Smith-Yocum

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	**ATTEST**
Tari Renner	Leslie Smith-Yocum
Tari Renner, Mayor	Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON ESTABLISHED 1850