CITY OF BLOOMINGTON CITY COUNCIL - SPECIAL SESSION MEETING

JANUARY 24, 2024

COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC HEARING

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

Ward 1 - Jenna Kearns
Ward 2 - Donna Boelen
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Nick Becker
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Tom Crumpler

City Manager - Tim Gleason
Deputy City Manager - Billy Tyus
Deputy City Manager - Jeff Jurgens

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION
To Lead, Serve and Uplift the City of Bloomington

VISION
A Jewel of the Midwest Cities

VALUES
Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

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

CITY COUNCIL - SPECIAL SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
WEDNESDAY, JANUARY 24, 2024, 12:30 PM

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

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

7. **Consent Agenda**

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

   A. Consideration and Action to Approve the Minutes of the December 11, 2023, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

   B. Consideration and Action on Approving Bills and Payroll in the Amount of $8,540,018.67, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

   C. Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments be approved.)*

   D. Consideration and Action on Approving a Change Order to Purchase Order Number #20240047 for the Fiscal Year 2024 Water Meter Installation Program from Ferguson US Holdings Inc., in the Amount of $400,000, as requested by the Water Department. *(Recommended Motion: The proposed Change Order be approved.)*

   E. Consideration and Action on the Approval of an Intergovernmental Agreement between the City of Bloomington and the County of McLean, IL regarding the 2024 Byrne Justice Assistance Grant Program Award (Grant #13686637), as requested by the Police Department. *(Recommended Motion: The proposed Agreement be approved.)*

F. Consideration and Action on Approving an Intergovernmental Agreement with McLean County for Street Sweeping, Storm Inlet Clean, 4 x 4 Post Installation and Gravel Shoulder Maintenance, as requested by the Public Works Department. *(Recommended Motion: The proposed Intergovernmental Agreement be approved.)*

G. Consideration and Action on an Agreement with BKV Group for Facility Needs Master Planning, in an Amount Not to Exceed $59,273, as requested by the Department of Operations & Engineering Services and the Police Department. *(Recommended Motion: The proposed Agreement be approved.)*

H. Consideration and Action to Approve 1) an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) and 2) a State Motor Fuel Tax Funding (MFT) Resolution, in the Amount of $421,345, for US Route 150/IL Route 9 (Market Street) Improvements, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Agreement and MFT Resolution be approved.)*

I. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Approving an Agreement with Hutchison Engineering, Inc., for Phase II Design for the Extension of the Constitution Trail from Lafayette Street to Hamilton Road, in an Amount Not to Exceed $157,277, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Resolution be approved.)*

J. Consideration and Action on an Ordinance Annexing Property Generally Located North of The Grove on Kickapoo Creek 6th Addition, Containing 36.5 Acres, More or Less, and Approving a Zoning Map Amendment for Said Property to the R-2 (Mixed Residence) District (Part of PIN: 22-08-400-015), as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

K. Consideration and Action on an Ordinance Approving a Site Plan to Allow an Expansion to an Office Use in the B-2 (Local Commercial) District for Property Located at 1105 W. Front Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

8. Regular Agenda

A. Consideration and Action on Approval of a Hockey Contract for the Bloomington Arena Between the City of Bloomington and Illinois Hockey Club LLC, as requested by the Arts & Entertainment Department. *(Recommended Motion: The proposed Contract be approved.) (Presentation by Billy Tyus, Deputy City Manager; Anthony Nelson, Arts & Entertainment Director; Sean Hallet, Hallett Sports & Entertainment Co-CEO; Larry Gigerich, Ginovus Executive Managing Director, 10 minutes; and City Council Discussion, 15 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

13. Adjournment

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

CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: January 24, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the December 11, 2023, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:
CLK 1B Minutes

MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, DECEMBER 11, 2023, 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom at 6:00 P.M. Mayor Pro Tem Donna Boelen called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

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

Mayor Pro Tem Boelen asked for a motion to allow Mayor Mboka Mwilambwe to participate in the meeting remotely due to medical reasons.

Council Member Hendricks made a motion, seconded by Council Member Becker, to allow Mayor Mwilambwe to attend the meeting remotely due to medical reasons.

Mayor Pro Tem Boelen directed the Clerk to call roll:

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

Motion carried.

Mayor Mwilambwe joined the meeting remotely (6:02 P.M.).

Recognition/Appointments

The following item was presented:

Item 5.A. Recognition of Board and Commission Appointments, as requested by the Administration Department.

Leslie Yocum, City Clerk, recognized Patrick Hoban to the Tri-County River Valley Development Authority and Eldon Haab to the Citizens' Beautification Committee.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. Karl Goeke emailed public comment and the following spoke in person: (1) Gary Lambert; (2) Christina Barrett; (3) Tobias Horner-Brooks; (4) Raylene Gomez-Hernandez; (5) Jackie Beyer; (6) Dave Bentlin; (7) Len Meyer; (8) Zach Carlson; (9) Scott Stimeling; and (10) 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 Boelen made a motion, seconded by Council Member Crumpler, to approve the Consent Agenda with the exception of Item 7.L. and to table Item 7.K. to the January 8, 2024 Council meeting.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Item 7.A. Consideration and Action to Approve the Minutes of the November 13, 2023, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action on Approving Bills and Payroll in the Amount of $12,459,636.08, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and Action on Approving the John M. Scott Health Care Trust Fiscal Year 2023 Annual Trust Report, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Annual Trust Report be approved.)

Item 7.D. Consideration and Action on Approving a Contract with Aimbridge Hospitality for Temporary Relocation Services (RFP #2024-21) related to the Lead-Based Paint Hazard Reduction Program at a unit price of $109 per night, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.E. Consideration and Action on Approving, as a limited source, the Tyler MUNIS upgrade and Software as a Service Agreement and SaaS migration payment with Tyler Technologies, for various MUNIS modules of the City's Enterprise Resource Planning (ERP) system, cloud-hosted systems and storage, data migration, and project management, in the amount of $353,963, as requested by the Information Technology Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.F. Consideration and Action on Approving a Change Order in the Amount of an additional $7,206 for the Upfitting of twelve (12) Police Vehicles from Public Safety Direct Inc., as requested by the Police Department. (Recommended Motion: The proposed Change Order be approved.)

Item 7.G. Consideration and Action on Approving an Intergovernmental Agreement between the City of Bloomington and the County of Mclean for Use of the City of Bloomington Police Shooting Range, as requested by the Police Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.H. Consideration and Action on Approving an Intergovernmental Agreement between the City of Bloomington and the Town of Normal for the use of the City of Bloomington Police Shooting Range, as requested by the Police Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.I. Consideration and Action on Approving a Three-year Service Agreement for the maintenance and support of the City's video security cameras and associated wireless radio network provided by Scientel Solutions, LLC, up to the amount of $442,960.21, as requested by the Information Technology Department, and the Police Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.J. Consideration and Action on Approving a Resolution Authorizing the City of Bloomington's Participation in the Settlement Agreement Program Arising from the National PDAS/PFOA Multi-District Litigation, as requested by the Legal Department. (Recommended Motion: The proposed Resolution be approved.)

Item 7.K. Consideration and Action on Approving an Ordinance Authorizing a Construction Agreement with Garneau Construction, Inc. for the Tuckpointing & Sealing 2023 Project (Bid #2024-16), in the amount of $758,991, as requested by the Department of Operations & Engineering Services and the Parks & Recreation Department. (Recommended Motion: The proposed Ordinance be approved.)

Tabled to January 8, 2024, per Staff recommendation.

Item 7. L. was pulled from the Consent Agenda by Council Member Ward.

Items Pulled from the Consent Agenda

Item 7.L. Consideration and Action on an Ordinance Amending Chapter 22.2 Regarding the Declaration of the City of Bloomington's Human Relations Policy, as requested by the Legal Department. (Recommended Motion: That the proposed Ordinance be adopted.)

Council Member Ward proposed to amend the Item to modify wording within the definitions of the Policy.

Council Member Boelen opposed the change and expressed concern about wording not aligning with State statutes.

Council Member Montney asked Corporation Counsel about consistency in wording between the State statute and the proposed Item. Chris Spanos, Corporation Counsel, stated that the proposed language was verbatim of the State statute. Council Member Montney and Mr. Spanos then discussed potential consequences for not using verbatim language. Mr. Spanos suggested using alternative language.

Leslie Yocum, City Clerk, discussed procedure regarding the motion needed.

Mr. Spanos clarified what the specific language edits would be.

Council Member Ward made a motion, seconded by Council Member Danenberger, to approve the Item as amended.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following item was presented:

Item 8.A. Consideration and Action on (1) an Ordinance Amending the Bloomington City Code Updating Chapters 6, 7, 21, 29, 32, 36, 41, 43, and 45 and Deleting Chapters 9, 22 (Art.

XI.), 22.5, 26, and 30 Pertaining to Licenses Administered by the City Clerk; and (2) an Ordinance Amending the Bloomington City Code Updating Chapters 7, 29, 32, 36, 41, and 43 Regarding Penalties and the Schedule of Fees in Chapter 1 Pertaining to Licenses, as requested by the City Clerk Department.

Tim Gleason, City Manager, introduced the Item.

Leslie Yocum, City Clerk, gave a brief description of the Item and explained that because of collaboration with the County and others, staff recommended that Chapter 21: Refuse and Chapter 36: Scavengers be pulled for further review. She then detailed the proposed license changes and various process improvements. She explained that with the proposed changes, duplicative efforts of staff and business owners would be eliminated. She wrapped up by thanking everyone involved in making the changes possible and explained the difference between the two proposed Ordinances, as well as effective dates.

Mayor Mwilambwe thanked Mrs. Yocum and staff for their efforts.

Council Member Ward asked about penalties related to circuses and carnivals. Mrs. Yocum explained that license would be revisited in the future, along with others.

Council Member Montney expressed concern about continued growth of short-term rentals.

Mrs. Yocum clarified that when a motion was brought that the ideal motion would exclude consideration of Chapter 21: Refuse and Chapter 36: Scavengers.

Council Member Boelen made a motion, seconded by Council Member Crumpler, to approve the Item with the exclusion of Chapters 21: Refuse and 36: Scavengers.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

The following item was presented:

Item 8.B. Consideration and Action on an Ordinance Levying Taxes for the City of Bloomington, McLean County, Illinois for the Fiscal Year Beginning May 1, 2023, and Ending April 30, 2024, for the City of Bloomington in the Amount of $23,420,384, as requested by the Finance Department.

Mayor Mwilambwe clarified that Items 8.B. and 8.C. would have a combined presentation, but that they would be voted on separately.

Tim Gleason, City Manager, expressed pride in staff's efforts related to the Item. He summarized the water rate that was approved by Council recently and then introduced Scott Rathbun, Finance Director, to present the Item.

Mr. Rathbun provided a summary of the proposed changes in the Tax Levy for the City of Bloomington and explained the consequences if no increase was made.

Council Member Boelen proposed to keep the Levy flat compared to the previous year to combat the cost of living after recent changes in water rates. Mayor Mwilambwe clarified that she was speaking to both the City of Bloomington and Bloomington Library tax levies, and she confirmed.

City Manager Gleason asked that Item 8.B. remain the focus as Item 8.C. would be voted on separately.

Council Member Crumpler expressed concerns he'd received from his constituents regarding the proposed increases. He voiced support for keeping the levy flat.

Council Member Montney expressed frustration with the allocation of resources related to the Public Safety Pension and voiced her support for keeping the levy flat.

Council member Ward made a motion, seconded by Council Member Danenberger, to extend the discussion time by 5 minutes.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council Member Ward spoke against the amendment and in favor of the Item as originally presented. She explained that work needed to be done in the community and that an increase would allow important changes to be made.

Council Member Boelen expressed interest in working to achieve the Council's 100% funding by 2040 and getting to the mid-60% range within the next 5-10 years.

Council Member Hendricks asked for clarification about the EAV (Estimated Assessed Value) if the levy remains flat. Mr. Rathbun explained that by holding the levy flat, the rate would go down because EAV would go up. He summarized how the changes in EAV could affect rates over time.

Council Member Ward outlined the estimated breakdown of the increase per household per day.

Mayor Mwilambwe reminded Council that staff had provided a balanced report and that many projects were upcoming.

Council Member Boelen made a motion, seconded by Council Member Montney, to approve the Item as amended keeping the levy flat compared to the prior year.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Montney, Becker, Lee, Crumpler

NAYES: Kearns, Danenberger, Hendricks, Ward

Motion carried.

The following item was presented:

<u>Item 8.C. Consideration and Action on an Ordinance Levying Taxes for the Bloomington Public Library, McLean County, Illinois for the Fiscal Year Beginning May 1, 2023, and Ending April 30, 2024, for the City of Bloomington in the Amount of $6,580,000, as requested by the Finance Department.</u>

Council Member Montney asked about the effective increase and asked about implications. City Manager Gleason responded accordingly and then briefly explained the history of the tax levy item for the Bloomington Library and detailed how the funds would be used.

Mr. Rathbun explained the State of Illinois' guidance related to the Library and detailed the reasoning behind the proposed tax levy.

Council Member Montney expressed concern about grant funds and how they were spent.

Jeanne Hamilton, Library Director, explained the history of the grant process and noted that the grant award was provided on a reimbursement basis. She stated that with much of the project still uncompleted, there could be costs associated that were not originally planned.

Council Member Montney noted that previously, Council had been informed the project was anticipated to come in under budget.

Julian Westerhout, Library Board President, explained that through staff's hard work significant savings had been experienced, and while they wouldn't know for certain until completion of the project, it was anticipated that the project would remain under budget.

Council Member Montney asked about where revenue would be directed if money was saved on the project.

Mrs. Hamilton explained that since the project was not completed, the funds and how they would be used had not been determined. She noted that because funds had been set to be used on capital projects, they would not be transferable. She shared that the Library Board would decide how to allocate the funds.

Council Member Crumpler stated that the Library and its programs were essential to the community and expressed support for the Item.

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

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Danenberger, Hendricks, Ward, Crumpler

NAYES: Montney, Becker, Lee

Motion carried.

The following item was presented:

<u>Item 8.D. Consideration and Action on Approving Two Resolutions Abating Property Taxes Totaling Approximately $5,204,592.57, including (1) a Resolution Abating All or a Portion of the Taxes Heretofore Levied to Pay Debt Service on Certain Obligation Bonds of the City of Bloomington, McLean County, Illinois; and (2) a Resolution Abating Tax Levy for Rent Payable Under Lease Agreement Between the Public Building Commission, McLean County and the City of Bloomington for the Old Champion Building and the Expansion of the Parking Garage, as requested by the Finance Department.</u>

Mr. Rathbun detailed the proposed Resolutions and explained why the abatements were necessary.

Council Member Montney made a motion, seconded by Council Member Boelen, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Finance Director's Report

City Manager Gleason introduced Mr. Rathbun.

Mr. Rathbun briefly discussed tax components and comparisons and concluded by reminding the community where to locate the City's budget materials.

Council Member Lee asked why short-term and long-term rentals were combined into one category. Mr. Rathbun explained that while combined in the report given, they were actually separate Ordinances. Council Member Lee recommended an increased rate for short-term rentals based on recent concerns.

City Manager's Discussion

City Manager Gleason shared a holiday video highlighting upcoming events. He then recognized several new hires before wishing the community Happy Holidays.

Mayor's Discussion

Mayor Mwilambwe thanked everyone for their patience while he attended remotely and wished everyone Happy Holidays.

Council Member's Discussion

Council Member Boelen expressed excitement regarding The Bridge Academy's funding situation. She highlighted the Fuse Program through McLean County.

Council Member Lee wished everyone Happy Holidays.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried (viva voce).

The meeting adjourned at 7:59 P.M.

CITY OF BLOOMINGTON	ATTEST
____________________________	____________________________
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: January 24, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of $8,540,018.67, 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 $8,540,018.67 (Payroll total $3,121,775.66, Accounts Payable total $5,169,404.04, Wires total $93,684.06, and Procurement Card Purchases total $155,154.91).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Stacey Moews,

ATTACHMENTS:
FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
1/12/2024	$ 2,540,500.83	$ 581,274.83	$ 3,121,775.66
			$ -
Off Cycle Adjustments	$ -	$ -	$ -
		PAYROLL TOTAL	**$ 3,121,775.66**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
1/22/2024	AP General	$ 4,924,190.06
1/22/2024	AP JMScott	$ -
1/22/2024	AP Comm Devel	$ 11,860.44
1/22/2024	AP IHDA	$ 150.00
1/22/2024	AP Library	$ 47,492.68
1/22/2024	AP MFT	$ -
01/04/24-1/11/24	Out of Cycle AP	$ 185,710.86
12/12/23-12/31/23	AP Bank Transfers	$ 93,684.06
	AP TOTAL	**$ 5,263,088.10**

PCARDS

Date Range	$155,154.91
11/02/23-12/01-2023	
PCARD TOTAL	**$155,154.91**

GRAND TOTAL	**$ 8,540,018.67**

Respectfully,

F Scott Rathbun
Director of Finance

CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: January 24, 2024

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Appointments be approved.

STRATEGIC PLAN LINK:
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Mayor of the City of Bloomington asks Council concurrence in the appointments of:

Welcoming America Commission: Adinda Akmal, Surinder Sethi and Levi Sturgeon's, appointments are effective immediately, with an expiration date of 04-30-27. Heather Witt's appointment is effective immediately with an expiration date of 04-30-26.

Public Safety & Community Relations Board: Tylian Smith's appointment is effective immediately, with an expiration date of 01-22-27.

Historic Preservation Commission: Mark Adams' appointment is effective immediately, with an expiration date of 01-22-27.

Applications are on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:
ADM 1B Roster

Historic Preservation Commission Roster:

	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Active	Historic Preservation Commission	Staff Liaison	Alissa	Pemberton			
Active	Historic Preservation Commission	Commissioner	Dawn	Peters	4/30/2024	4/12/2021	2020
Active	Historic Preservation Commission	Chair	Greg	Koos	4/30/2025	5/23/2022	2020
Active	Historic Preservation Commission	Comissioner	Sara	Lindenbaum	4/30/2025	5/1/2023	2023
Active	Historic Preservation Commission	Attorney	John	Elterich	4/30/2026	5/22/2023	2021
Active	Historic Preservation Commission	Architect & Vice-Chair	Paul	Scharnett	4/30/2026	5/22/2023	2017
Active	Historic Preservation Commission	Commissioner	Emma	Meyer	4/30/2026	5/1/2023	2023
Vacant	Historic Preservation Commission	Commissioner			4/30/2026		

Proposed Roster for Welcoming America Committee:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Active	Welcoming America	Staff Liaison	Michael	Hurt			
Active	Welcoming America	Commissioner	Adinda	Akmal	4/30/2027		
Active	Welcoming America	Commissioner	Surinder	Sethi	4/30/2027		2024
Active	Welcoming America	Commissioner	Levi	Sturgeon	4/30/2027		2024
Active	Welcoming America	Commissioner	Heather	Witt	4/30/2026		2024

Public Safety & Community Relations Board Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Active	Public Safety & Community Relations Board	Staff Liaison	Michael	Hurt			
Active	Public Safety & Community Relations Board	Youth Member	Amira	Harris-Bommarito	11/28/2023	11/28/2022	2022
Active	Public Safety & Community Relations Board	Board Member	William	Bennett	4/30/2024	4/12/2021	2017
Active	Public Safety & Community Relations Board	Board Member	Surena	Fish	4/30/2024	4/12/2021	2017
Active	Public Safety & Community Relations Board	Board Member	Arthur	Taylor	4/30/2025	4/25/2022	2017
Active	Public Safety & Community Relations Board	Board Member	Jeffery	Woodard	4/30/2025	4/25/2022	2017
Active	Public Safety & Community Relations Board	Chair	Ashley	Farmer	4/30/2026	2/27/2023	2021
Active	Public Safety & Community Relations Board	Board Member	Rachel	McFarland	4/30/2026	2/27/2023	2021
Vacant	Public Safety & Community Relations Board	Board Member			4/30/2026		

CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: January 24, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving a Change Order to Purchase Order Number #20240047 for the Fiscal Year 2024 Water Meter Installation Program from Ferguson US Holdings Inc., in the Amount of $400,000, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Change Order be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 1a. Budget with adequate resources to support defined services and level of services
Objective 2b. Quality water for the long term

BACKGROUND: Staff requests that Fiscal Year ("FY") 2024 Water Meter Installation Program purchase order be increased by $400,000. The original purchase order 20240047 for $1,000,000 with Ferguson US Holdings Inc. was approved by Council on May 8, 2023, Agenda Item 7D as a Limited Source. One of the critical infrastructure systems that the Water Department manages is the potable water system and its associated meter program. Staff is planning on expediting the Advanced Metering Infrastructure system. We will be installing additional collectors and outside transmitters.

It should be noted the Change Order does not reflect a change in cost for the meters, but rather the City's ability to purchase and accomplish more changeouts this year than originally anticipated.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a Change Order to Purchase Order Number #20240047 for the Fiscal Year 2024 Water Meter Installation Program from Ferguson US Holdings Inc., in the Amount of $400,000 will be processed. The Fox Creek Road Bridge & Road Improvements: Danbury to Beich Road Project will not occur in FY 2024 and is being re-budgeted in FY 2025. There is $500,000 allocated in the FY 2024 Budget from the Water Fund, with $400,000 used to cover the change order. A budget transfer moving $400,000 from Water Transmission & Distribution- Water Main Construction & Improvement account (50100120-72540) to the Water Meter Services-Meters account (50100150-71730) where the original Purchase Order #20240047 will be increased by $400,000. Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 126, 136, 229, 282, 284 and 285.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Nick O'Donoghue, Superintendent of Meter Services

ATTACHMENTS:
WATER 1B Purchase Order
WATER 1C Gateway Install
WATER 1D Quote

CITY OF Bloomington ILLINOIS

ORIGINAL

Purchase Order

Fiscal Year 2024

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

Purchase Order # 20240047-00

Delivery must be made within doors of specified destination.

BILL TO

CITY OF BLOOMINGTON
ACCOUNTS PAYABLE
PO BOX 3157
BLOOMINGTON, IL 61702-3157
(309) 434-2334

VENDOR

FERGUSON US HOLDINGS INC
12500 JEFFERSON AVENUE
NEWPORT NEWS VA 23602
UNITED STATES

SHIP TO

WATER DEPARTMENT
603 WEST DIVISION
BLOOMINGTON IL 61701

309-434-2426

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
701-433-7664		50	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
05/15/2023	1227			PUBLIC WORKS ADMINISTRATION

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	METERS AND WATER MAINS				
1	Meters, Water APPROVED AT COUNCIL ON 5/8/2023, ITEM 7D. FY24 WATER METER INSTALLATION PROGRAM.	1.0	EACH	$1,000,000.00	$1,000,000.00

* * * * * * * * GL SUMMARY * * * * * * * *

50100150 - 71730 ***1,000,000.00***

Packing slip must accompany all shipments. ALL TERMS & CONDITIONS LISTED ON THE CITY OF BLOOMINGTON WEBSITE APPLY (www.cityblm.org/terms). The City reserves the right to cancel this order if delivery is not made by agreed-upon delivery date. Ship F.O.B. Bloomington, IL, or preapproved best value.

The City of Bloomington is exempt by statute from payment of all federal, state, and municipal excise, sales, and other taxes. Federal ID and tax exemption number is 37-6001563. State of Illinois tax exemption number is E9994-9903.

THE CITY OF BLOOMINGTON IS AN EQUAL OPPORTUNITY EMPLOYER.

Carla A Murillo

Procurement Manager

PO Total **$1,000,000.00**

FERGUSON WATERWORKS

FERGUSON WATERWORKS #2521
1720 STATE ST
DEKALB, IL 60115-2617

Phone: 815-756-2800
Fax: 815-756-2877

Deliver To:
From: **Tj Rodebaugh**
Comments:

20:59:58 DEC 05 2023

FERGUSON WATERWORKS #2516
Price Quotation
Phone: 815-756-2800
Fax: 815-756-2877

Bid No: B186554
Bid Date: 12/04/23
Quoted By: PND

Cust Phone: 309-434-2334
Terms: NET 10TH PROX

Customer: CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Cust PO#: PO TO FOLLOW

Job Name: R900 Gateway Install

Item	Description	Quantity	Net Price	UM	Total
	=========================				
FNAMI	NEPTUNE - INFRASTRUCTURE INSTALL	2	20000.000	EA	40000.00

	WOODEN POLE INSTALLATION				
	=========================				

FNAMI	NEPTUNE - INFRASTRUCTURE INSTALL	3	9629.630	EA	28888.89

	WATER TOWER INSTALL				
	=========================				

Net Total:	$68888.89
Tax:	$0.00
Freight:	$0.00
Total:	$68888.89

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

FERGUSON WATERWORKS

FERGUSON WATERWORKS #2521
1720 STATE ST
DEKALB, IL 60115-2617

Phone: 815-756-2800
Fax: 815-756-2877

Deliver To:
From: 0
Comments:

08:12:43 DEC 28 2023

FERGUSON WATERWORKS #2516
Price Quotation
Phone: 815-756-2800
Fax: 815-756-2877

Bid No: B187151
Bid Date: 12/28/23
Quoted By: CMP

Cust Phone: 309-434-2334
Terms: NET 10TH PROX

Customer: CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Cust PO#: VERBAL NICK

Job Name: GATEWAY

Item	Description	Quantity	Net Price	UM	Total
NEU1B1F1	5/8X3/4 MACH10 CF	1	227.650	EA	227.65
N13341200	R900 V4 WALL MIU	1	135.920	EA	135.92
N13458000	GATEWAY R900 CELLULAR V4	1	13915.970	EA	13915.97
N13070100	OUTDR UPS SYSTEM ASSY	1	3478.260	EA	3478.26
N13146100	R900 GATEWAY RF ANTENNA	1	597.200	EA	597.20

Net Total:	$18355.00
Tax:	$0.00
Freight:	$0.00
Total:	$18355.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=2521&on=4931

CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: January 24, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Approval of an Intergovernmental Agreement between the City of Bloomington and the County of McLean, IL regarding the 2024 Byrne Justice Assistance Grant Program Award (Grant #13686637), as requested by the Police Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:
Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: The Justice Grant (JAG) is awarded to fund certain law enforcement-related expenses such as training, technology, and equipment. The City of Bloomington, Town of Normal, and the County of McLean are separate jurisdictions; and the Bloomington Police Department has historically administered the grant for these jurisdictions. A requirement of accepting the Grant is an intergovernmental agreement between the jurisdictions which defines the roles and the amounts each jurisdiction is to be awarded. An agreement is required even if one or more of the jurisdictions does not receive funds. The McLean County will receive $4,000.00, the Town of Normal will receive $9,322.00 and the City will receive $24,549.00 from the Jag Award.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal and County of McLean.

FINANCIAL IMPACT: The Bloomington Police Department is estimated to receive $24,549.00. These grant dollars will be recorded in the Police-JAG Grant account (10015110-53155). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 233.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amber Bishler, Office Manager

ATTACHMENTS:
PD 1B Grant Agreement

GMS Application Number: GRANT13686637

THE STATE OF Illinois **CONTRACT NO._______**

COUNTY OF McLean **KNOW ALL BY THESE PRESENT**

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF BLOOMINGTON, IL, THE TOWN OF NORMAL, IL AND THE COUNTY OF MCLEAN, IL

2023 BYRNE JUSTICE ASSISTANCE GRANT PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____________, 2023, by and between The County of McLean, acting by and through its governing body, McLean County Board, (hereinafter referred to as "COUNTY"), the City of Bloomington, acting by and through its governing body, the City Council, (hereinafter referred to as "CITY"); and the TOWN of Normal, acting by and through its governing body, the Town Council, (hereinafter referred to as "TOWN"), all of McLean County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of the COUNTY, CITY, and TOWN Government codes; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, the Bureau of Justice Assistance ("BJA") has made a Joint Allocation of Justice Assistance Grant ("JAG") funding to the TOWN and CITY in the amount of $38,549.00, and the TOWN and CITY agree to share funds with the COUNTY; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The CITY is the recipient of the entire Joint Allocation and agrees to pay the TOWN $10,696.00.

Section 2.

The CITY agrees to pay the COUNTY $2,800.00.

Section 3.

The TOWN agrees to pay the COUNTY $1,100.00.

Section 4.

CITY agrees to use $25,053.00 for technology, training, and equipment.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed by the Tort Claims Act.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY of Bloomington, IL

Mboka Mwilambwe
Mayor, City of Bloomington

Attest:

Leslie Yocum
City Clerk, City of Bloomington

Approve as to Form:

Christopher Spanos
Corporate Counsel, City of Bloomington

TOWN of Normal, IL

Christopher Koos

Chris Koos
Mayor, Town of Normal

Attest:

Angie Huonker
Clerk, Town of Normal

Approve as to Form:

B. D. Day

Brian Day
Corporate Counsel, Town of Normal

COUNTY of McLean, IL

Catherine L. Metsker

~~John McIntyre~~ CATHERINE METSKER
McLean County Board Chairman

Matt Lane
McLean County Sheriff

Attest:

Kathy Michael

Kathy Michael
County Clerk, McLean County

Approve as to Form:

Assistant Civil State Attorney

CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: January 24, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving an Intergovernmental Agreement with McLean County for Street Sweeping, Storm Inlet Clean, 4 x 4 Post Installation and Gravel Shoulder Maintenance, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Intergovernmental Agreement be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services
Goal 2. Upgrade City Infrastructure and Facilities
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 1e. Partnering with others for the most cost-effective service delivery
Objective 2a. Better quality roads and sidewalks
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the City will enter into an agreement with McLean County so that the County can provide the necessary equipment and labor to provide gravel shoulder maintenance and installation of 4 x 4 street signposts, and the City can provide the necessary equipment and labor to provide street sweeping maintenance and storm inlet cleaning. The City or County will reimburse the other entity for requested work using the most current revision of the Illinois Department of Transportation's (IDOT) "Schedule of Average Annual Equipment Expense" and the most current index factor as issued by IDOT for all labor and equipment. It is the intention of the City to partner with other public entities whenever it is both possible and mutually beneficial, and this intergovernmental agreement allows both the City and County to benefit from the equipment and expertise of each party.

Gravel Shoulder Maintenance and 4 x 4 Street Signpost Installation
The City has approximately 14 centerline miles of roads with gravel shoulders. Over time, gravel in the shoulder migrates towards the ditch, leaving a drop-off at the edge of the pavement, which results in road deterioration along the edge that could cause a driver to lose control. The City has previously used local contractors to perform shoulder work on various City roads at a significant cost because the City does not have the equipment to perform routine shoulder maintenance. In addition, while Public Works crews have performed limited shoulder work, the City does not have the proper equipment. The McLean County Highway Department has the specialized equipment, along with personnel properly trained to maintain gravel shoulders. The City also has various locations on the outskirts of the City that require a 4 x 4 signpost to be installed for street signs, and the County has the necessary equipment and labor to provide 4 x 4 street signpost installation.

Street Sweeping Maintenance and Storm Inlet Cleaning

Most roads in the City are urban cross-sections with curbs and gutters, and most roads in the County are rural cross-sections with gravel shoulders. The County needs to sweep their streets that have curbs and gutters, but, because they have so few, they do not have the equipment for street sweeping. The County also has various locations that require storm sewer inlet cleaning, and the City has the necessary equipment and labor to provide storm sewer cleaning.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mclean County

FINANCIAL IMPACT: Shoulder Maintenance is included in the Engineering-Repair/Maintenance Infrastructure account (10016210-70550). Signposts are included in the Street Maintenance-Traffic Sign Materials account (10016120-71091). Street Sweeping is budgeted out of Storm Water Fund, with labor and equipment already being incorporated into the appropriate expenditure accounts. Storm Sewer Cleaning is budgeted out of Storm Water Fund, with labor and equipment incorporated out of the appropriate expenditure accounts.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system)

Respectfully submitted for consideration.

Prepared by: Colleen Winterland, Operations Manager

ATTACHMENTS:
PW 1B Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND McLEAN COUNTY TO PERFORM SPECIFIC MAINTENANCE ITEMS ON CITY STREETS AND COUNTY ROADS

THIS INTERGOVENMENTAL AGREEMENT (the "Agreement"), made and entered into on this 16th day of January, 2024, by and between the CITY OF BLOOMINGTON, an Illinois home rule municipal corporation (the "City") and McLEAN COUNTY, a political subdivision of the State of Illinois (the "County"), in the County of McLean, State of Illinois, pursuant to and in accordance with the authority contained in Article VII, Section 10 of the Illinois Constitution of 1970 and the intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the City of Bloomington and County of McLean County (sometimes collectively referred to herein as the "Parties") are units of local government; and

WHEREAS, the City does not own the equipment to provide gravel shoulder maintenance or to install wooden posts for street signs on City-owned and maintained streets; and

WHEREAS, the County does not own the equipment to sweep and pick up the debris on its curbed sections of county-owned and maintained roads and does not own a sewer vactor truck to maintain storm inlets; and

WHEREAS, the County has the necessary equipment and labor to provide gravel shoulder maintenance and to install of wooden street signposts; and

WHEREAS, the City has the necessary equipment and labor to provide street sweeping maintenance and storm inlet cleaning; and

WHEREAS, the City has offered to reimburse the County for its costs to maintain gravel shoulders and for the installation of wooden street signposts on City-owned and maintained streets under and pursuant to the terms and conditions of this Agreement; and

WHEREAS, the County has offered to reimburse the City for its costs to perform street sweeping operations of county-owned and maintained roads and storm inlet cleaning under and pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Parties believe it is in their best interest to enter into Agreement and desire to set forth the specific terms and conditions of the services to be performed.

NOW THEREFORE, in consideration of the matters set forth above, the agreements, covenants representations and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and County hereby agree, and covenant as follows:

1. **SERVICES**
   - **A.** The County agrees to provide equipment and labor for gravel shoulder maintenance on city-owned and maintained streets and/or wooden signpost installation upon request from the City. For and during any period that the County is performing the requested services for the City, such services shall, except as otherwise noted, be under the authority and direction of the County and the County shall have all the powers of the City necessary to perform these services.

   - **B.** The City agrees to provide equipment and labor for street sweeping maintenance and the cleaning of storm sewer inlets on county-owned and maintained roads upon request from the County. For and during any period that the City is performing the requested services for the County, such services shall, except as otherwise noted, be under the authority and direction of the City and the City shall have all the powers of the County necessary to perform these services.

   - **C.** All requests for services shall be in written form and signed by the County Engineer or his/her authorized representative in the case of services requested by the County and the City of Bloomington Director of Public Works in the case of services requested by the City. The County will provide all traffic control required on County-owned and maintained roads and the City will provide all traffic control required on City-owned and maintained streets.

   - **D.** Each party will provide services for the other in accordance with its regular schedule for performance of such work and as weather and road conditions permit.

2. **REIMBURSEMENT.** The parties have agreed to reimburse each other for the services provided on a time and materials basis for all labor and equipment expenses using the most current revision of the Illinois Department of Transportation's "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT EXPENSE" and the most current index factor as issued by the Illinois Department of Transportation for all labor and equipment. The City hereby agrees to reimburse the County for expenses incurred by the County in connection with providing the requested services for the City within thirty (30) days after receipt of billing. The County hereby agrees to reimburse the City for expenses incurred by the City in connection with providing the requested services for the County within thirty (30) days after receipt of billing.

3. **LIABILITIES**. Each Party shall be solely responsible for any and all liability, employee benefits, wage and disability payments, pension and workers compensation claims, damages to or destruction of equipment arising out of or in connection with furnishing the requested services for the other Party under this agreement and shall hold the other Party harmless from any such claim(s).

4. **DISPUTE RESOLUTION.** City and County agree to work in a cooperative manner to resolve any disagreements or issues as they may arise throughout the term of the Agreement. To that end, if a dispute cannot be resolved by the administrative staff of the resulting parties, then the City Manager shall meet the County Administrator in an attempt to resolve the dispute. If Parties cannot reach a resolution through this method, then they agree to submit to mediation through a recognized third-party mediator.

   In the event the Parties cannot resolve the dispute through third-party mediation, the Parties hereby agree that any cause of action shall be brought in the Circuit Court of McLean County, Illinois, and that the laws of the State of Illinois shall applied.

5. **NOTICES.** All notices or communications provided for herein shall be in writing and shall be delivered to City or County either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed as follows:

   City:
   City of Bloomington
   Public Works Department
   115 E. Washington Street
   P.O. Box 3157
   Bloomington, Illinois 61702-3157
   Attn: Director of Public Works

   County:
   McLean County Highway Department
   102 S. Towanda Barnes Road
   Bloomington, Illinois 61705
   Attn: County Engineer

6. **ASSIGNMENTS**. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns. However, this Agreement shall not be assigned by either Party without prior written consent of the other party.

7. **TERM.** This Agreement shall remain in force and effect for a period of ten years from the date of its execution, subject to paragraph 9.

8. **TERMINATION.** Either the City or County may terminate this agreement by providing the other party sixty (60) calendar day advance written notice.

9. **AMENDMENTS.** This agreement sets forth the complete understanding between the City and County, and any amendments hereto to be effective must be in writing.

WITNESSETH WHEREOF, the City of Bloomington, an Illinois home rule municipal incorporation, and the County of McLean County, a political subdivision of the State of Illinois, have caused this Agreement to be signed in duplicate originals, each signed copy constituting an original, by their respective authorized representatives and attested by their respective clerks and their seals affixed hereto, all as of the day and date first hereinabove set forth.

City of Bloomington, an Illinois home-rule municipal corporation

By:________________________
Mboka Mwilambwe, Mayor

Attest:________________________
Leslie Yocum, City Clerk

Date:________________________

County of McLean County, a political subdivision of the State of Illinois

By: Catherine L Metsker
Catherine Metsker, County Board Chairman

Attest: Kathy Michael
Kathy Michael, County Clerk

Date: 1-11-24

CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: January 24, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Agreement with BKV Group for Facility Needs Master Planning, in an Amount Not to Exceed $59,273, as requested by the Department of Operations & Engineering Services and the Police Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 2e. Investing in the City's future through a realistic, funded capital improvement program

BACKGROUND: If approved, the City will enter into an agreement with BKV Group for Facility Needs Master Planning for the Department of Operations and Engineering Services and the Police Department. The reconfiguration and better utilization of existing City space minimizes the need to construct new facilities or purchase new property. A key step in this process is the evaluation of the short-term and long-term facility needs of affected departments. The proposed study will evaluate the best way to (1) improve or expand the Operations Building (the old City Hall) to better accommodate the Department of Operations & Engineering Services (DOES) as well as some Parks and other personnel, and (2) expand the police station to bring the best value to the City. BKV Group will determine potential phased approaches for satisfying the space needs of both departments over time and provide pros and cons for each approach.

The police station is nearly 25 years old, and, as regulations and statutes have evolved over the past few decades, operational and space needs for the Police Department have dramatically changed. The proposed study will evaluate the future space needs of the Department by expanding the police station up or to the west. The Operations Building (old City Hall) is over 50 years old, but still a functional facility. Modernization, space utilization improvements, and possible expansion up or to the west will also be evaluated.

Public Works Department facilities may be impacted by some of the proposed improvements. In addition, the proposed East Street detention basin for stormwater storage encompasses almost half of the Department's operational and equipment storage area. These and other issues relative to Public Works Departments space needs will be evaluated separately.

Through Request for Qualifications (RFQ) 2022-25 (Resolution 2022-13), the City Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ 2022-25 established ten categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than $50,000, and large projects cost $50,000 or more. City staff reviewed the six selected firms under the Architectural (Large) category, which is the key service for the project as described above, and determined BKV Group to be the most qualified firm to do the work that best meets the City's needs. Based on BKV Group's selection under RFQ 2022-25 and their experience with City facilities, BKV Group was asked to submit a proposal for scope and fees associated with Facility Needs Master Planning for the Public Works Department and Police Department. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: BKV Group

FINANCIAL IMPACT: If approved, the City will enter into an agreement with BKV Group for Facility Needs Master Planning, in the Amount Not to Exceed $59,273. This will be paid out of the Capital Improvement Fund-Architectural & Engineering Services for Capital account (40100100-70051). Stakeholders can locate the Capital Improvement Fund Budget in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" beginning on page 79.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.2 (Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core)

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:
DOES 1B Agreement
DOES 1C Proposal

CITY OF BLOOMINGTON AGREEMENT WITH
BKV GROUP
FOR
PW & PD MASTER PLANNING STUDY

THIS AGREEMENT, dated this ___ day of January, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and BKV Group (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

This Agreement was subject to the following procurement initiative by the CITY: Multi-Year Professional Architectural & Engineering Services RFQ #2022-25 (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

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

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

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

i. VENDOR is found to be in violation of any term or condition of this Agreement.
ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.

iii. VENDOR declares bankruptcy or becomes insolvent.

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

Section 8. **Force Majeure.** Neither Party shall be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the Party's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

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

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

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

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

Section 13. **Time is of the Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe. Notwithstanding, to the extent VENDOR causes a delay, the CITY will make good faith efforts to accommodate reasonable adjustments to the schedule.

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

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

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

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

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

Section 18. **Equal Opportunity Employment & Human Rights Guarantee**. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

(1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.

(2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.

(3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.

(4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.

(5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."

(6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

Section 19. **Access to Records.** INTENTIONALLY OMITTED

Section 20. **Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts to the extent caused by VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

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

If to VENDOR:	**If to CITY:**
BKV Group	City of Bloomington
Attn: Craig Carter	Attn: City Manager
209 S. Lasalle St, Suite 920	115 E. Washington St., Suite 400
Chicago, IL 60604	Bloomington, IL 61701
ccarter@bkvgroup.com	admin@cityblm.org

Copy to:
____
____
____
____
____

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

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

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

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

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

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

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

Section 28. **Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

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

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

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

CITY OF BLOOMINGTON	BKV GROUP
By: ______________________________	By: ______________________________
Its City Manager	Its Vice-president
ATTEST:	
By: ______________________________	By: ______________________________
Its City Clerk	Its Vice-president

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

SCOPE OF WORK

We understand that you are looking to explore how to expand both the Operations Center (old City Hall) and the Police Station in a way that brings the best value to the City. We will determine the future space needs of the Police Department, Parks Administration, Engineering, and Arts and Entertainment. Based on determined structural capacity, we will look at expanding the existing buildings up or to the west. Furthermore, we will determine possible phased approaches to satisfying all the space needs of each department over time and lay out the pros and cons.

SCOPE OF SERVICES

<u>Discovery and Kickoff</u> – BKV Group will review building plans and organization charts that have been provided. We will create an online survey for Staff to take that will help us with programming efforts. With the City leadership team we will convene a kickoff meeting (remote) to discuss the schedule, communications protocols, goals and objectives, and final report organization.

<u>Operational Review</u> – BKV Group will tour the existing Police Station, Ops Center, and surrounding site with your Team to understand your current policies, procedures, space allocations, and workflows. Doing this will give us a sense of the types of equipment your staff are using and some of the spatial priorities you may have. It will also give us an idea of how to reprogram the buildings to more effectively distribute the spaces in an expanded building.

<u>Space Needs Analysis</u> – BKV Group will sit down with each Department’s administration in person to define all the spaces required to function efficiently, in compliance with law and national standards, for the next 20+ years. This will be straightforward for Parks, Engineering, and A&E, although it is important to spend the time with each group to understand their staffing, workflows, and future projections. It will be a longer effort for Police, taking more than a full day as we meet about each of the divisions in the Department. For each group, we will create a Space Needs Program spreadsheet that will list the required spaces, the number of each space needed, a square footage for each type of space, total areas or programmed spaces, and total overall square footage. The program will also include Building Support spaces, circulation spaces, exterior space needs, and staff/public parking needs. After confirming our results, we will compile into a formal section for the final report.

<u>Master Planning</u> – BKV Group will work with adjacencies and stacking options for each department/ division, then develop multiple concept options to expand each building upwards (after a structural review by our Engineer) or towards the west. Accommodation of parking on the site will be an integral component of the options. The diagrams will show how the various departments/ divisions will occupy spaces within the buildings but will not lay out individual rooms.

Working through all the pieces that may need to change, BKV will explore several options for phasing that would result in each department getting the space they require. We will confirm with Facilities Management and the Leadership of each department, then draft a summary of the preferred approach in narrative and graphic form.

<u>Cost & Funding</u> – BKV will prepare cost estimates for each of the preferred options, communicating the necessary investments at each step in the process.

Final Report – All of the study deliverables will be discussed with the City as the Study progresses, but at the completion of the work they will be combined into a final document. A draft of the complete report will also be provided for review prior to finalizing. We anticipate meeting with small groups of Council members (to avoid a quorum) to brief them on the results of the study and gain their input. We do not anticipate any formal presentations to the full Council or the public.

Through the research-intensive process detailed above, BKV Group will have guided the City through a wide variety of creative ideas and options, providing clear information to allow the client team to make informed decisions throughout the process.

SCHEDULE AND MEETINGS

We anticipate approximately 3.5 months to complete this study. We anticipate the first workshop will be remote kick-off meeting simply to cover some housekeeping items and to make sure all the City stakeholders understand the plan of attack. Workshop 2 would be a two-day-long session. We would begin with a tour of the Police Facilities and old City Hall, then spend the rest of our time meeting with sub-units of the Police Department with some of our team while we meet with Parks, Engineering, and A&E with the other part of our team. A follow up call would review the programs we developed in the second workshop. The next touchpoint would again be remote, where we would present options for how to lay out the departments within the building/site options, soliciting feedback from the user groups. With the feedback incorporated, we would meet with a smaller group to brainstorm overall phasing solutions, then refine those down to three preferred solutions for which we would provide pricing. Then follows the Draft Report, in-person meetings with Council members, and a Final Report.

EXHIBIT B
COSTS/FEES

COMPENSATION
In the attached spreadsheet we have provided a breakdown of tasks and hours anticipated to complete the study to give you an idea of the level of effort proposed. However, we will bill the City a flat fee and overages are at our risk. In addition to the numbers in that spreadsheet, we anticipate incurring expenses for printing, postage, etc. We anticipate a two-day trip for our team to review program and sites/ buildings and a one-day trip for Council small-group updates. Our anticipated expenses total $1,675.

The proposed total fee for the study as stated above is $57,598.

Russ Waller, Facilities Manager
City of Bloomington
115 E. Washington St.
PO Box 3157
Bloomington, Illinois 61702

Re: Proposal for City Operations Center and PD Master Planning Study

January 9, 2024

Dear Russ,

On behalf of BKV Group, thank you for the opportunity to provide the City of Bloomington with a proposal for the City Operations Center and Police Department Master Planning Study.

To ensure that the City gets the full benefit of our collective knowledge, we will utilize our most experienced staff members. Our team will consist of Craig Carter as Partner-in-charge, Brian Reising as Project Manager, and Mike Healy as Law Enforcement Planner.

SCOPE OF WORK

We understand that you are looking to explore how to expand both the Operations Center (old City Hall) and the Police Station in a way that brings the best value to the City. We will determine the future space needs of the Police Department, Parks Administration, Engineering, and Arts and Entertainment. Based on determined structural capacity, we will look at expanding the existing buildings up or to the west. Furthermore, we will determine possible phased approaches to satisfying all the space needs of each department over time and lay out the pros and cons.

SCOPE OF SERVICES

A. Discovery and Kickoff – BKV Group will review building plans and organization charts that have been provided. We will create an online survey for Staff to take that will help us with programming efforts. With the City leadership team we will convene a kickoff meeting (remote) to discuss the schedule, communications protocols, goals and objectives, and final report organization.

B. Operational Review – BKV Group will tour the existing Police Station, Ops Center, and surrounding site with your Team to understand your current policies, procedures, space allocations, and workflows. Doing this will give us a sense of the types of equipment your staff are using and some of the spatial priorities you may have. It will also give us an idea of how to reprogram the buildings to more effectively distribute the spaces in an expanded building.

C. Space Needs Analysis – BKV Group will sit down with each Department's administration in person to define all the spaces required to function efficiently, in compliance with law and national standards, for the next 20+ years. This will be straightforward for Parks, Engineering, and A&E, although it is important to spend the time with each group to understand their staffing, workflows, and future projections. It will be a longer effort for Police, taking more than a full day as we meet about each of the divisions in the Department. For each group, we will create a Space Needs Program spreadsheet that will list the required spaces, the number of each space needed, a square footage for each type of space, total areas or programmed spaces, and total overall square footage. The program will also include Building Support spaces, circulation spaces, exterior space needs, and staff/public parking needs. After confirming our results, we will compile into a formal section for the final report.

D. **Master Planning** – BKV Group will work with adjacencies and stacking options for each department/ division, then develop multiple concept options to expand each building upwards (after a structural review by our Engineer) or towards the west. Accommodation of parking on the site will be an integral component of the options. The diagrams will show how the various departments/ divisions will occupy spaces within the buildings but will not lay out individual rooms.

Working through all the pieces that may need to change, BKV will explore several options for phasing that would result in each department getting the space they require. We will confirm with Facilities Management and the Leadership of each department, then draft a summary of the preferred approach in narrative and graphic form.

E. **Cost & Funding** – BKV will prepare cost estimates for each of the preferred options, communicating the necessary investments at each step in the process.

F. **Final Report** – All of the study deliverables will be discussed with the City as the Study progresses, but at the completion of the work they will be combined into a final document. A draft of the complete report will also be provided for review prior to finalizing. We anticipate meeting with small groups of Council members (to avoid a quorum) to brief them on the results of the study and gain their input. We do not anticipate any formal presentations to the full Council or the public.

Through the research-intensive process detailed above, BKV Group will have guided the City through a wide variety of creative ideas and options, providing clear information to allow the client team to make informed decisions throughout the process.

SCHEDULE AND MEETINGS

We anticipate approximately 3.5 months to complete this study. We anticipate the first workshop will be remote kick-off meeting simply to cover some housekeeping items and to make sure all the City stakeholders understand the plan of attack. Workshop 2 would be a two-day-long session. We would begin with a tour of the Police Facilities and old City Hall, then spend the rest of our time meeting with sub-units of the Police Department with some of our team while we meet with Parks, Engineering, and A&E with the other part of our team. A follow up call would review the programs we developed in the second workshop. The next touchpoint would again be remote, where we would present options for how to lay out the departments within the building/site options, soliciting feedback from the user groups. With the feedback incorporated, we would meet with a smaller group to brainstorm overall phasing solutions, then refine those down to three preferred solutions for which we would provide pricing. Then follows the Draft Report, in-person meetings with Council members, and a Final Report.

COMPENSATION

In the attached spreadsheet we have provided a breakdown of tasks and hours anticipated to complete the study to give you an idea of the level of effort proposed. However, we will bill the City a flat fee and overages are at our risk. In addition to the numbers in that spreadsheet, we anticipate incurring expenses for printing, postage, etc. We anticipate a two-day trip for our team to review program and sites/ buildings and a one-day trip for Council small-group updates. Our anticipated expenses total $1,675.

The proposed total fee for the study as stated above is $57,598.

PAYMENT TERMS AND CONDITIONS

Monthly Invoices – Services will be invoiced monthly as a percentage of work completed. Payments are to be made 30 days after receipt. Payments later than 60 days may be subject to interest charges at current prime rate plus 2%.

Additional Services – Work falling outside the outlined Scope of Services and agreed upon by the Owner and BKV Group will be considered "Additional Services" and shall be compensated using the hourly billing rates for the various technical levels. No work will be considered an Additional Service unless requested and approved, in writing, by the client or their representative.

Use of the Architect's Instruments of Service – Drawings, specifications and other documents, including those in electronic form, prepared by the architect and the architect's consultants are Instruments of Service for use solely with respect to this project and are not transferable to others without the architect's written consent. The architect and the architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Dispute Resolution – Any claim, dispute or other matter in question arising out of or related to this agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the architect's services, the architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

Project Termination – Should the project be terminated at any time by the Owner prior to completion of any phase, the architect will be compensated for any work completed up to the date of project termination.

INDICATION OF APPROVAL

If the proposal is acceptable, please let us know and we can execute the Bloomington Standard Professional Services Contract.

Thank you again for the opportunity to provide this proposal. We look forward to working with you. Please feel free to contact me at your convenience should you have any questions about this proposal. I can be reached at 217.390.3006, or email: ccarter@bkvgroup.com.

Sincerely,

BKV Group

Craig Carter

Craig Carter, AIA
Partner

Brian Reising, AIA
Project Manager

Cc: Lois Nicholas, BKV Group
Emily Rappe, BKV Group
Henry Pittner, BKV Group

CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: January 24, 2024

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action to Approve 1) an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) and 2) a State Motor Fuel Tax Funding (MFT) Resolution, in the Amount of $421,345, for US Route 150/IL Route 9 (Market Street) Improvements, as requested by the Department of Operations & Engineering Services.

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

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 1e. Partnering with others for the most cost-effective service delivery
Objective 2a. Better quality roads and sidewalks

BACKGROUND: If approved, the City will enter into an Intergovernmental Agreement with IDOT and submit a State MFT Funding Resolution to pay for a portion of the project, which includes street resurfacing, street reconstruction, traffic signal modernization, sidewalk improvements, sidewalk ramp improvements, curb and gutter improvements, and pavement markings, primarily along US Route 150/IL Route 9 (Market Street). The project, led by IDOT, is out for bid and has an estimated cost of $6.7 million. It includes:

- Resurfacing with new curb and gutter along 0.59 miles of Market Street, from Dr. Martin Luther King Jr. Drive to Hinshaw Avenue, and Hinshaw Avenue, from Market Street to Mulberry Street;
- Reconstructing White Oak Road, from Locust Street to Hinshaw Avenue;
- Replacing all traffic signal equipment, including mast arms, signal controller cabinet, underground conduits, and wiring, with equipment that meets current standards and installing new emergency vehicle preemption equipment along Market Street at Dr. Martin Luther King Jr. Drive, Caroline Street, Brown Street, and Hinshaw Avenue;
- Constructing new eight-foot-wide sidewalks along Market Street and Hinshaw Avenue;
- Reconstructing sidewalk ramps throughout the project limits to meet current ADA requirements; and
- Installing new pavement markings throughout the project including Locust Street, from White Oak Road to Hinshaw Avenue.

Although each of the intersections included in this project are on a State route, the Illinois Administrative Code stipulates that the cost for traffic signal upgrades are shared between the State and the local agency the intersection is located within. In addition, per IDOT policy, the municipality is responsible for funding 100 percent of the costs of parking lanes, emergency vehicle pre-emption, and traffic signal equipment painting.

IDOT estimated the City's share of the project cost to be $293,110 for the construction portion, and $43,966 for preliminary, design, and construction engineering, totaling $337,076. While the agreement is based on estimated costs, the actual amount due to IDOT from the City will be based on the actual, final construction costs. The proposed MFT Resolution covers 125 percent of the estimated costs, which is $421,345. IDOT estimates that this amount will be enough to cover bids that may be slightly over their construction estimate and to account for variations between the estimated contract quantity and the final, as-constructed quantity of the work.

IDOT will open bids on January 19, 2024, with the contract expected to be awarded one to two months later. Once the contract is awarded, the City will pay 80 percent of the amount obligated under the proposed agreement to IDOT. The project is anticipated to be completed by summer 2025. Upon completion of the work, the City will pay IDOT the remaining balance due based on the final actual cost of construction.

This construction contract is the first part of a larger project by IDOT to upgrade IL Route 9, from Dr. Martin Luther King Jr. Drive to past Carnahan Drive. Additional information about this overall project is available on the City's project webpage.

A community meeting is being planned with representatives from IDOT for February 26, 2024, between 4 p.m. and 5 p.m. in the Council Chambers where residents can come and learn and ask questions about all of IDOT's upcoming projects within the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an 1) Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) and 2) a State Motor Fuel Tax Funding (MFT) Resolution, in the Amount of $421,345, for US Route 150/IL Route 9 (Market Street) Improvements. This will be paid out of the State Motor Fuel Tax-Street Construction & Improvement account (20300300-72530). This is included in the FY 2024 Budget with a budgeted amount of $500,000. Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 227, 232, 238 and 239.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal PS-4 (Intergovernmental Cooperation), Objective PS-4.1 (Enhance existing intergovernmental cooperation across all public services); and Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system)

Respectfully submitted for consideration.

Prepared by: Phil Allyn, Traffic Engineer

ATTACHMENTS:
DOES 1B Agreement
DOES 1C Resolution
DOES 1D Map

FAU 6373 (Locust), FAU 6385 (White Oak), & FAP 693 (US 150/ILL 9)
Section (129)RS-4
City of Bloomington
Job No. C-95-026-10
Agreement No. JN-52024501
Contract No. 70855

AGREEMENT

This agreement entered into this ______ day of ____________, A.D., 2024, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY of BLOOMINGTON, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately 2,926.05 feet of US 150 / ILL 9 / Market Street (FAP 693) from Martin Luther King Drive to Hinshaw Avenue; Hinshaw Avenue (FAP 693) from Market Street to Mulberry Street; Locust Street (FAU 6373) from Hinshaw Avenue to White Oak Drive; and White Oak Drive (FAU 6385) from Locust Street to Market Street in Bloomington, State Section (129)RS-4 by patching, PCC curb and gutter removal / replacement, HMA surface removal, designed HMA overlay, realignment / reconstruction of White Oak Drive, restriping Locust Street, incidental sideroad resurfacing, ADA curb ramp upgrades, constructing new 8 foot wide PCC sidewalks from Martin Luther King Drive to Hinshaw Avenue on Market Street, railroad crossing surface replacement, railroad crossing signal modernization / replacement, adjusting / replacing various storm sewer structures as necessary, resurfacing 6.5 foot wide parking lanes on the north side of Market Street between White Oak Drive and Hinshaw Avenue, modernizing / replacing traffic signals at the intersections of: FAP 693 (Market Street) and: FAU 6384 (Martin Luther King Drive); MUN 7130 (Caroline Street); FAU 6387 (Brown Street); and FAU 6359 (Market Street) / MUN 7350 (Hinshaw Avenue), and performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

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

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

1. The STATE agrees to make the surveys, obtain all necessary rights-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.

2. The STATE agrees to pay for all right-of-way, construction and engineering costs, including the cost of railroad adjustments as hereinafter stipulated. The STATE will negotiate and/or coordinate with the railroad for adjustment of the railroad facilities.

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

Reimbursable Items	FEDERAL		ESTIMATED CITY COST		STATE MATCH		TOTAL COST
All Construction *	$5,231,920	80%	$0	0%	$1,307,980	20%	$6,539,900
Martin Luther King Drive Signal Modernization	$371,200	80%	$46,400	10%	$46,400	10%	$464,000
Caroline Street Signal Modernization	$346,400	80%	$43,300	10%	$43,300	10%	$433,000
Brown Street Signal Modernization	$264,000	80%	$22,110	6.7%	$43,890	13.3%	$330,000
Hinshaw Avenue Signal Modernization	$357,600	80%	$44,700	10%	$44,700	10%	$447,000
Traffic Signal Equipment Painting and Emergency Vehicle Preemption Equipment	$0	0%	$87,100	100%	$0	0%	$87,100
Mill and Resurface Parking Lane on Market Street	$0	0%	$49,500	50%	$49,500	50%	$99,000
Sub Total	$6,571,120		$293,110		$1,535,770		$8,400,000
Engineering Cost (15% of total participation items)	N/A		$43,966		N/A		$43,966
Total Estimated Cost	$6,571,120		$337,076		$1,535,770		$8,443,966

*Excluding other items listed

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. CITY participation toward the work shall not exceed $421,345 which represents 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating sufficient funds to pay for its share of the cost of this improvement, a copy of which is attached hereto as “Exhibit A” and made a part hereof.

5. The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

   The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in “Exhibit A” proves to be insufficient, to cover said cost.

6. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be parallel to the curbs within the limits of this improvement, a copy of which is attached hereto as "Exhibit B", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.

7. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as part of this improvement, a copy of which is attached hereto as "Exhibit C".

8. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and STATE.

   The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached hereto as "Exhibit D".

9. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along FAP Route 693 without the consent of the STATE.

10. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

11. The CITY agrees to cause its utilities installed on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

12. Upon final field inspection of the improvement and so long as FAP 693 (US 150 / ILL 9 / Market Street / Hinshaw Avenue) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes lying on either side of the centerline and the left-turn lanes, each being variable in length and variable in width, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.

13. Part of this improvement consists of incidental resurfacing and reconstruction of ADA accessible curb ramps at the intersections of FAP 693 (Market Street) and FAU 6384 (Martin Luther King Drive); MUN 7130 (Caroline Street); FAU 6387 (Brown Street); MUN 7260 (Stillwell Street); MUN 7320 (Holton Drive); FAU 6359 (Market Street); MUN 7350 (Hinshaw Avenue); and MUN 3070 (Mulberry Street).

14. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including: parking lanes and their adjacent curb and gutter, sidewalks, parkways, guardrails, crosswalk and stopline markings, CITY owned utilities including

appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by: performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manholes and catch basins' frames, grates or lids. The STATE shall share cost of the maintenance, except as aforedescribed, repair and/or reconstruction of the joint use sewer(s) to the same proportioning as the sewers initial construction costs.

The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of FAP 693 (US 150 / ILL 9 / Market Street / Hinshaw Avenue). Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY, unless there is an agreement specifying different responsibilities.

15. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on August 19th, 2021.

16. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforedescribed proposed improvement.

17. UNDER PENALTIES OF PERJURY, the CITY certifies that 37-6001563 is their correct **Federal Taxpayer Identification Number** and they are doing business as a (sole proprietor, partnership, corporation, governmental entity, etc).

18. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

19. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

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

FAU 6373 (Locust), FAU 6385 (White Oak), & FAP 693 (US 150/ILL 9)
Section (129)RS-4
City of Bloomington
Job No. C-95-026-10
Agreement No. JN-52024501
Contract No. 70855

CITY OF BLOOMINGTON

Attest:

____
Clerk

(SEAL)

Signature: ________________________

Printed: __________________________

Title: ___________________________

Date: ___________________________

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _______________________________
Omer Osman Date
Secretary of Transportation

By: _______________________________
Vicki L. Wilson Date
Chief Fiscal Officer

By: _______________________________
Stephen M. Travia, P.E. Date
Director of Highways Project Implementation, Chief Engineer

By: _______________________________
Michael S. Prater Date
Acting Chief Counsel

Exhibit B

Select Language ▼

City of Bloomington, IL
Saturday, January 6, 2024

Chapter 29. Motor Vehicles and Traffic

ARTICLE XIII. Method of Parking

§ 29-1303. [Ch. 29, Sec. 102] Angle parking prohibited.

[Ord. No. 1984-57]
Except for Main Street between Front and U.S. 51 northeast crossover, angle parking on City streets is prohibited.

Exhibit C

Select Language

City of Bloomington, IL
Saturday, January 6, 2024

Chapter 37. Sewers and Sewage Disposal

Article I. Sewers

§ 37-115. [Ch. 37, Sec. 21] Draining polluting substances into stormwater sewers.

It shall be unlawful for any person, firm, or corporation to connect or cause to be connected any drain carrying or to carry any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances to any stormwater drain in the City.

§ 37-116. [Ch. 37, Sec. 22] Sanitary sewer not to be connected with stormwater sewers.

That it shall be unlawful for any person, firm, or corporation to connect or cause to be connected any sanitary sewer or other title or drain carrying water sewers constructed within the corporate limits of the City, and it shall be unlawful to make or cause to be made any sanitary sewer connection with lateral stormwater sewers which may be connected with said stormwater sewers.

Exhibit D

Select Language ▼

City of Bloomington, IL
Saturday, January 6, 2024

Chapter 38. Streets, Sidewalks and Other Public Ways

ARTICLE III. Obstruction and Encroachments

§ 38-301. [Ch. 38, Sec. 76] Unauthorized obstruction or encumbrance on streets, etc. prohibited.

It shall be unlawful to place, throw, or leave or cause to be placed or left any encroachment, obstruction, or encumbrance in or upon any street, avenue, or alley except as authorized by this Code.

§ 38-304. [Ch. 38, Sec. 79] Erecting or placing buildings in streets, etc. - penalty.

No person shall erect or place any building, in whole or in part, upon any street, avenue, alley, or other public ground of this City under a penalty of $50.

§ 38-305. [Ch. 38, Sec. 80] Removal of from streets, etc. - penalty.

The owner, occupant, or person in control of any building, fence, porch, steps, gallery, or other obstruction which is now or may hereafter be erected or placed upon any street, avenue, alley, or sidewalk or other public ground of the City shall remove the same upon written notice of the City Manager, and any person failing or refusing to comply with such notice within 10 days after being so notified shall be subject to a penalty of not less than $5 nor more than $50.

§ 38-306. [Ch. 38, Sec. 81] Removal of obstruction.

The City Manager and all public officers of the City are hereby authorized to cause any obstruction, encroachment, article, or thing which may be in violation of the law or the provisions of this article to be removed within a reasonable time after a notice to the owner, agent, or person in possession of the premises where such violation occurs or after notice to the person causing any such obstruction. In case the owner, agent, or person in possession of any such premises or the persons causing such obstruction cannot be found, then the City Manager shall cause any such obstruction to be removed at once. In addition to the penalty in this article prescribed, the person or persons causing such obstruction shall pay all costs and expenses of such removal. In cases when notice has been given, the person or persons so notified, failing after a reasonable time to remove any such obstruction, shall be liable in a like manner as in cases where no notice is given. Every person who shall oppose or resist the execution of the orders of the City Manager in such regard shall be subject to a penalty of not less than $10 nor more than $50.

§ 38-307. [Ch. 38, Sec. 82] Enclosure, etc., extending over streets, etc.

No person shall make, or cause to be made, any enclosure, fence, arched way or building of any kind extending over or across any street, avenue, alley, or sidewalk within said City, under a penalty of not less than $10 nor more than $100 for each offense, and a further penalty of $5 for each day that he shall allow such enclosure, fence, bridge, or building to remain after being notified to remove the same by the City Manager or any Police Officer.

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		24-00367-00-RS

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Bloomington (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
US 150/IL 9 (Market & Hinshaw)	0.584	FAP 693	Martin Luther King Jr Dr.	Mulberry St.
White Oak Road	0.101	FAU 6385	Market St.	Locust St.
Locust Steet	0.15	FAU 6373	White Oak Rd.	Hinshaw Ave.

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

3P Policy, Designed Overlay, ADA Improvements, Traffic Improvements and Traffic Signal Replacement.
Local Share of IDOT Contract 70855, Section (129)RS-4, Project NHPP-STP-CD3U(601), Job No. C-95-026-10

2. That there is hereby appropriated the sum of four hundred and twenty-one thousand, three hundred and forty-five and 00/100 Dollars ($421,345.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Leslie Smith-Yocum (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type) of Bloomington (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council (Governing Body Type) of Bloomington (Name of Local Public Agency) at a meeting held on January 22, 2024 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this ______ (Day) day of January, 2024 (Month, Year).

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

(SEAL, if required by the LPA)

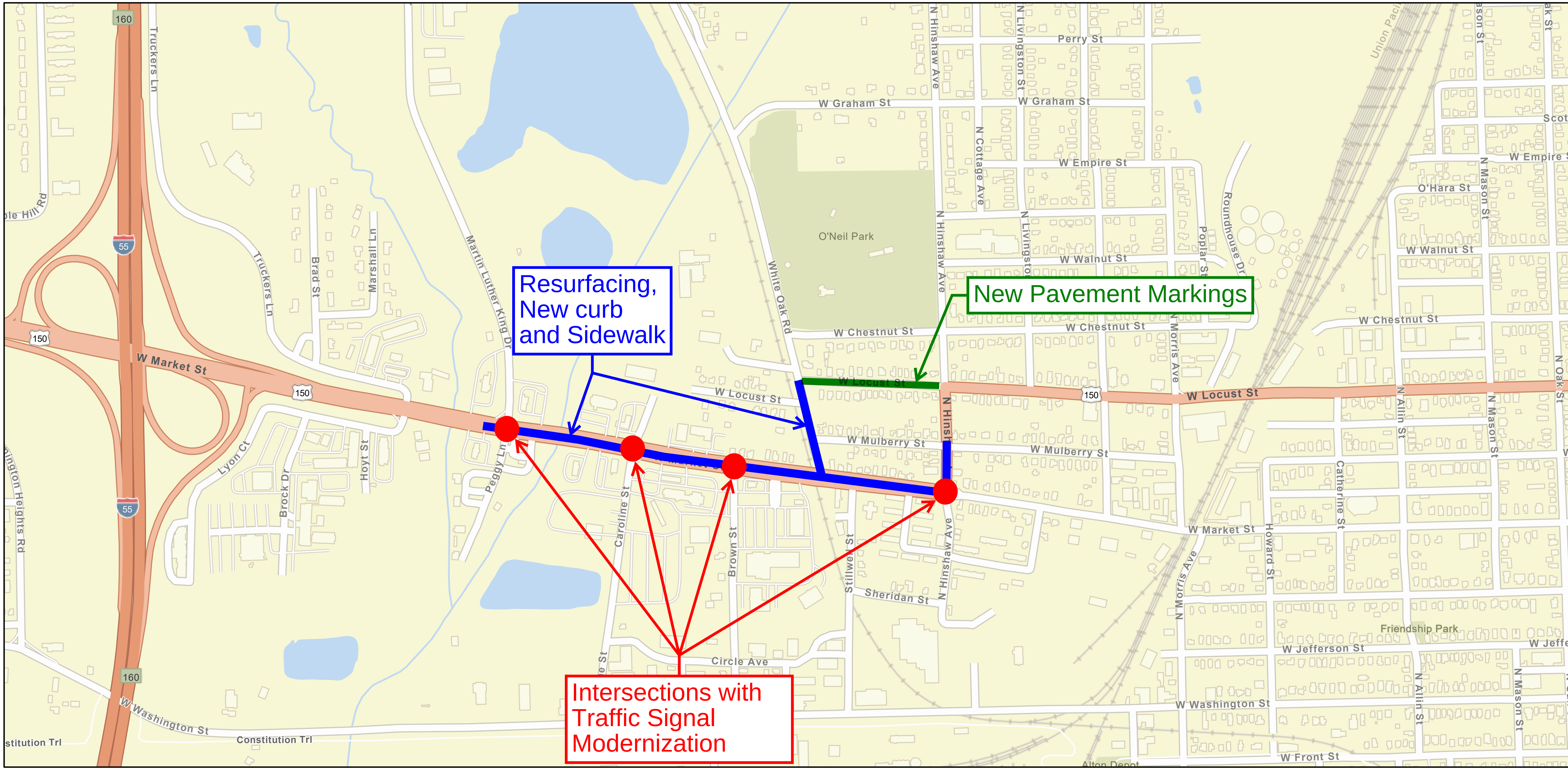
Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

US Route 150/IL Route 9 from Martin Luther King Jr Drive to Mulberry Street

Project Map



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: January 24, 2024

WARD IMPACTED: Ward 1 and Ward 2

SUBJECT: Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Approving an Agreement with Hutchison Engineering, Inc., for Phase II Design for the Extension of the Constitution Trail from Lafayette Street to Hamilton Road, in an Amount Not to Exceed $157,277, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 2a. Better quality roads and sidewalks
Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: In October 2020, the City applied for an Illinois Department of Transportation (IDOT) Illinois Transportation Enhancement Program (ITEP) grant for a proposed new section of Constitution Trail from Lafayette Street to Hamilton Road. In June 2021, IDOT notified the City that the project was not selected to receive ITEP funding. City staff continued to move forward with the project to take additional steps that would increase the likelihood that the City would receive an ITEP grant for it.

In October 2021, utilizing the previous Multi-Year Professional Architectural and Engineering Services Request for Qualifications (RFQ) Resolution 2019-18 (RFQ 2019-34), Council approved an agreement with Hutchison Engineering for Phase I preliminary engineering services for the trail extension. The goal of the Phase I work is to obtain an approved IDOT Project Development Report (PDR). The PDR looks at where the proposed multiuse path will be sited within the existing topography, conceptually addresses drainage and safety concerns, obtains environmental clearances, determines the number of right of way and/or easements, and allows for public feedback on the preliminary design. The PDR is in final review with IDOT and is expected to be approved in the near future.

The proposed Phase II design is the next phase and consists of the final design and development of plans, specifications, and estimates. Additional information on the scope of services is provided in the attached documents. Staff is recommending waiving the technical bidding requirements and continuing to utilize Hutchison Engineering for the completion of Phase II design based on using them under the previous RFQ process, their experience with this specific project and similar projects, and their satisfactory performance on Phase I to date. Engaging a new firm would set back this project with a significant learning curve and could impact the successful completion of Phase II design.

Finalizing the design and obtaining an approved PDR from the Phase I effort should position the project in a more favorable light to receive ITEP grant funds in the next cycle. Applications for the next cycle will be available starting in August 2024. Additional information on the grant is available on IDOT's ITEP webpage.

Once completed, the project will:
- Provide an extension of Constitution Trail that will connect users to Downtown Bloomington, parks, businesses, residential areas in the west and south portions of the City, and the Hamilton Road east-west corridor;
- Provide a safe place for pedestrians and bicyclists to navigate across Veterans Parkway (I-55 Business);
- Facilitate infill commercial and residential development as advocated in the Comprehensive Plan;
- Include approximately 4,700 linear feet of new 10-foot-wide, multiuse path from Lafayette Street to connect to the existing path along Hamilton Road;
- Complete two high-priority projects recommended in the Bicycle Master Plan and included in the McLean County Regional Planning Commission's Long-Range Transportation Plan; and
- Improve upon the original Bicycle Master Plan recommendation for the section along Bunn Street by providing a path separate from the roadway, rather than paved shoulders and sidewalks only.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: On September 15, 2020, the Transportation Commission reviewed the project and unanimously approved a motion to recommend that staff move forward with constructing the project contingent upon funding availability. Similarly, on September 23, 2020, the Planning Commission reviewed the project and unanimously approved a motion to accept and acknowledge the project recommended by City staff. On August 16, 2022, City staff and Hutchison Engineering held a public meeting during the Phase I as a part of the requirements to obtain an approved PDR.

FINANCIAL IMPACT: If approved, the City will enter into an an agreement with Hutchison Engineering, Inc., for Phase II Design for the Extension of the Constitution Trail from Lafayette Street to Hamilton Road, in the Amount Not to Exceed $157,277. This will be paid out of the Capital Improvement-Architectural & Engineering Services for Capital Account (40100100-70051). Although $135,000 is budgeted for this project, sufficient budgeted funds are available in the Capital Improvement Fund to cover the difference of $22,277. Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 77, 79, 228, 244, 269 and 270.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal TAQ-1 (A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.3 (Safe and efficient off -road bicycle trails integrated with direct on-road routes, connecting residential areas to activity centers, developing areas and all other modes of transportation).

Respectfully submitted for consideration.

Prepared by: Bob Yehl, Assistant City Engineer

ATTACHMENTS:
DOES 1B Resolution
DOES 1C Agreement
DOES 1D Map

RESOLUTION NO. 2023 - ____

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH HUTCHISON ENGINEERING, INC., FOR PHASE II DESIGN FOR THE EXTENSION OF THE CONSTITUTION TRAIL FROM LAFAYETTE STREET TO HAMILTON ROAD, IN THE AMOUNT NOT TO EXCEED $157,277

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

WHEREAS, the CITY desires to move forward with Phase II design for the extension of the Constitution Trail from Lafayette Street to Hamilton Road (PROJECT); and

WHEREAS, the CITY previously approved an agreement with Hutchison Engineering (CONTRACTOR) for Phase I preliminary engineering for the PROJECT using RFQ 2019-34 Multi-Year Professional Architectural and Engineering Services and Resolution 2019-18; and

WHEREAS, the CITY would like to continue using the CONTRACTOR for Phase II design as they are familiar with the project, have extensive experience with similar projects, and the CITY is satisfied with their performance thus far;

WHEREAS, Staff believe waiving the formal bidding requirements for the PROJECT is in the best interest of the City;

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 formal bid requirements are waived, and the proposed agreement with Hutchison Engineering, Inc., for Phase II design for the extension of the Constitution Trail from Lafayette Street to Hamilton Road is approved.

PASSED this 22nd day of January 2024.

APPROVED this ___ day of January 2024.

CITY OF BLOOMINGTON	ATTEST
____________________________	____________________________
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
Hutchison Engineering, Inc.
FOR
Constitution Trail - Lafayette St to Hamilton Rd - Phase II

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

☑ This Agreement was subject to the following procurement initiative by the CITY: Architectural and Engineering Services, RFQ 2022-25 (Resolution 2022-13) (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

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

☐ This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

Section 14. **<u>Representations of VENDOR.</u>** VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

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

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

Section 17. **<u>Compliance with Prevailing Wage.</u>** The following shall apply to this Agreement:

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

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

Section 18. **<u>Equal Opportunity Employment & Human Rights Guarantee</u>**. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

(1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.

(2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.

(3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.

(4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.

(5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."

(6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

Section 19. <u>**Access to Records**</u>. The following access to records requirements apply to this Agreement:

i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

If to VENDOR:

Hutchison Engineering, Inc.
Attn: Shane Larson
8305 N. Allen Rd, Suite 4
Peoria, IL 61615
slarson@hutchisoneng.com

Copy to:
____
____
____
____
____

If to CITY:

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

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

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

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

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

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

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

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

Section 28. **Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

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

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

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

CITY OF BLOOMINGTON	VENDOR
By: ______________________	By: W. S. R. L. ______________________
Its City Manager	Its Senior Vice President
ATTEST:	
By: ______________________	By: Ryan Bradle ______________________
Its City Clerk	Its Director of Operations - Peoria

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

See attached Scope of Services.

EXHIBIT B
COSTS/FEES

See attached cost/hour breakdown.

EXHIBIT A - SCOPE OF SERVICES

Constitution Trail – Lafayette Ave. To Hamilton Road

SERVICES: Hutchison Engineering's scope of services will be limited to the following:

PHASE II ENGINEERING

1.0 SCOPING

1.1 The Project Manager and Project Engineer will make a site visit.

1.2 The design team will attend a kick-off/scoping meeting with the City of Bloomington.

2.0 DATA COLLECTION

2.1 Topographic pickup survey.

2.2 Download and reduce survey.

3.0 ROW ACQUISITION

3.1 Develop plats and legal descriptions for two parcels.

3.2 Perform appraisals.

3.3 Perform appraisal reviews.

3.4 Acquisition negotiations.

3.5 Record plats.

4.0 ENVIRONMENTAL COORDINATION

4.1 Submit BDE 2738 – Regulated Substances – Level 3 Screening Form to IDOT to obtain special waste clearance for local ROW.

5.0 UTILITY COORDINATION

5.1 Determine potential utility conflicts and develop plan to mitigate conflicts.

5.2 Coordinate utility relocations.

6.0 PUBLIC INVOLVEMENT

6.1 Answer questions from property owners and meet with property owners as needed to discuss project specifics.

7.0 PERMITTING

7.1 Apply for and obtain NPDES Permit (Notice of Intent).

8.0 PLANS – The plans will include the following:

8.1 Cover Sheet

8.2 General Notes

8.3 Summary of Quantities

8.4 Schedules of Quantities

- **8.4.1** Identify pay items
- **8.4.2** Calculate quantities
- **8.4.3** Check quantities
- **8.4.4** Develop schedules

8.5 Typical Sections

8.6 Removal Plans

8.7 Plan & Profile sheets including drainage items

8.8 Erosion Control Plans

8.9 Traffic Control Plan

8.10 Pavement Marking & Signing Plan

8.11 Lighting and Security Camera Plan

8.12 ADA Ramp Details

8.13 Misc. Details including erosion control, etc.

8.14 Cross Sections

8.15 Highway Standards

9.0 SPECIFICATIONS – The specifications will include the following:

9.1 IDOT Usage Sheet Review

9.2 Supplement Specifications

9.3 Recurring Specifications

9.4 BDE Specifications

9.5 Local Roads Special Provisions

9.6 District 5, City, and Project Specific Special Provisions

9.7 Develop Storm Water Pollution Prevention Plan

9.8 Assemble Specifications into one PDF

10.0 ESTIMATES

10.1 Estimate of Time

10.1.1 Populate Form

10.1.2 Determine production rates

10.2 Estimate of Cost

10.2.1 Populate Form

10.2.2 Determine unit prices

11.0 PLAN, SPECIFICATION, & ESTIMATES (PS&E)

11.1 Submit Pre-Final PS&E to the City and IDOT for review.

11.2 Develop Disposition of Comments from review comments.

11.3 Revise PS&E as necessary.

11.4 Obtain City of Bloomington signatures.

11.5 Submit Final PS&E to IDOT.

11.6 Answer contractor questions during bid process.

12.0 COORDINATION MEETINGS

12.1 Prepare for and attend bi-weekly status meetings with City.

12.2 Prepare for and attend coordination meetings with City and IDOT as needed.

13.0 QC/QA REVIEW

13.1 Perform utility location conflict review.

13.2 Perform horizontal and vertical alignment review.

13.3 Perform typical section review.

13.4 Perform plan & profile sheet review.

13.5 Perform cross section review.

13.6 Perform Pre-Final and Final Plan, Specification, and Estimate Review.

14.0 CONSTRUCTION SUPPORT

14.1 Answer questions from Resident Engineer.

14.2 Review shop drawings.

15.0 GENERAL PROJECT MANAGEMENT

15.1 Scope, schedule, & budget monitoring

15.2 Design project team meetings.

15.3 Project Setup

15.4 Invoicing

Attachment A – Scope of Services

LEGL0200-23L1067- Hutchison **Effective Date: 11/27/2023**

Project Description:

The City of Bloomington is using local funding to complete Preliminary Engineering to construct a shared use path (Constitution Trail) from Lafayette St. to Hamilton Road. The City plans to pursue ITEP funding for construction in the next ITEP cycle. The project includes new HMA shared use path, pedestrian lighting, security cameras at the Veterans Parkway underpass, and other collateral work. Hutchison Engineering was selected to provide Phase I & II Engineering for the project.

Services:

The Scope of Services to be provided is limited to the following:

Hanson Professional Services will provide Land Acquisition services for the project including appraisals, review appraisals, waiver valuations and negotiations. Since the project is being constructed with federal funds, land acquisition will be certified by IDOT District 5. The Scope of Services to be provided is limited to the following:

Property Appraisal and Appraisal Review Services: Provide property appraisal services in conformity with the IDOT Land Acquisition Guidelines and Uniform Standards of Professional Appraisal Practice (USPAP) associated with the proposed right-of-way and easement. A total of two (2) properties will be appraised using waiver valuations. It is assumed that a City Engineer will complete IDOT's 3-hour online course to write the waiver valuations.

1) Appraisal Waiver Valuations

   a. Hanson will provide the City with market data to support the City's preparation of a waiver valuation.

2) Negotiations

   a. Hanson will prepare offer documents and conveyance documents for two (2) parcels as appropriate for the nature of property ownership. This effort will include an attempt to present the offer package in person to the property owner, if the property owner or their representatives are located near the project site, and a minimum of three personal contacts per parcel, if required, to reach a negotiated settlement.

   b. If settlement is reached, Hanson's negotiation efforts will be considered complete when the conveyance documents and documents to clear title encumbrances for each parcel are delivered to the Town for approval and recording. If settlement is not reached, Hanson's negotiation effort will be considered complete when each parcel is referred to the City for condemnation after attempts to negotiate the acquisition have failed and 120 days for the offer date have expired.

d. For an additional fee, Hanson will prepare condemnation request packets, if necessary, if negotiations have failed and upon the direction of the Town.

3) Record Right-of-way documents

4) Secure Title Commitments for two (2) parcels. Order Later date prior to recording four (2) parcels.

5) Project Coordination with Hutchison and the City of Bloomington.

6) Assumptions: Hutchison will provide a plat and legal description for the required right-of-way and easement.

Hutchison Engineering, Inc.

Exhibit B - Cost/Hour Breakdown

CONSTITUTION TRAIL - LAFAYETTE ST. TO HAMILTON ROAD (Approx. 4,700')

CITY OF BLOOMINGTON

PHASE II

DIRECT LABOR

WORK ITEM	Principal	Project Manager	Eng V	Eng IV	Eng III	Eng II	Eng I	Eng Tech VI	Eng Tech V	Eng Tech IV	Eng Tech III	Eng Tech II	Eng Tech I	Total
1.0 Scoping														0
Kick-off Meeting w/ Client & Site Visit		4		4										8
2.0 Data Collection														0
Survey														0
Pickup Survey											10	10		20
Download and Reduce									4					4
3.0 Utility Coordination														0
Deteremine Conflicts				4			4							8
Conflict Resolution				4					8					12
4.0 ROW Acquisition														0
Develop Plats & Legal Descriptions								24						24
5.0 Environmental Coordination														0
Submit BDE 2738							2							2
6.0 Public Involvement														0
Property Owner Ccordination				8			8							16
7.0 Permitting														0
Apply for and obtain NPDES Permit (Notice of Intent).							4							4
8.0 Plans														0
Cover Sheet									4					4
General Notes									4					4
Summary of Quantities									8					8
Schedule of Quantities														0
Identify Pay Items							4		8					12
Calculate Quantities							40		40					80
Check Quantities							20		20					40
Develop Schedules							20		20					40
Typical Sections									4					4
Removal Plans							20		40					60
Plan & Profile Sheets w/ Drainage							20		40					60
Erosion Control Plans									16					16
Traffic Control Plan							2		8					10
Pavement Marking & Signing Plan							8		16					24
Lighting/Electrical Plan				2										2
Security Camera Plan				2										2
ADA Ramp Details							40							40
Misc Details									8					8
Highway Standards									2					2
Cross Sections				8			80							88
9.0 Specifications														0
Usage Sheet Review				1			1							2
Supplemental							1							1
Recurring							1							1
BDE							2							2
Project Specific, City & District							20							20
Local Roads							2							2
SWPPP							1							1
Assemble Spec Package														0
10.0 Estimates														0
Estimate of Cost														0
Develop Form							1							1
Determine Unit Prices				4										4
Estimate of Time														0
Develop Form							1							1
Determine Daily Rates				4										4
11.0 Plan, Specification, and Estimates														0
Submit Pre-Final PS&E to the City of Galesburg and IDOT for review.							1							1
Develop Disposition of Comments from review comments.							8							8
PS&E Revisions				4			16		16					36
Obtain City signatures							1							1
Submit Final PS&E to IDOT							4							4
Answer contractor questions during bid process				4										4
12.0 Coordination Meetings														0
Prepare for and attend status meetings with City.				20										20
Prepare for and attend meetings with IDOT.				4										4
13.0 QC/QA														0
Perform utility location conflict review.				4										4

Perform horizontal and vertical alignment review.				8										8
Perform typical section review.				2										2
Perform plan & profile sheet review.				16										16
Perform cross section review.				16										16
Perform Pre-Final and Final Plan, Specification, and Estimate Review.				24										24
14.0 Construction Support														0
Answer questions from Resident Engineer.				8										8
Review shop drawings.							8							8
15.0 Administration														0
General Project Management		8												8
General Firm Project Administration	4	4						4				8		20
Phase II Hour Totals	4	16	0	151	0	0	340	28	266	0	10	18	0	833
Hourly Rates	$86.00	$81.61	$70.22	$61.24	$50.18	$37.95	$33.25	$61.93	$54.49	$46.53	$40.48	$35.39	$27.45	
Total Phase II Direct Labor	$344	$1,306	$0	$9,247	$0	$0	$11,305	$1,734	$14,494	$0	$405	$637	$0	$39,472

DIRECT COSTS

ITEM	Quantity	Unit	Rate	Total
Mileage				
Field Checks	200	Miles	$0.655	$131.00
Meetings	290	Miles	$0.655	$189.95
Survey	200	Miles	$0.655	$131.00
Daily Vehicle Rate	5	Days	$65.00	$325.00
Per Diem		Days	$48.000	$0.00
Lodging		Days	$75.000	$0.00
Copies	1	L Sum	$50.000	$50.00
Postage	1	L Sum	$100.000	$100.00
CADD	508	Hours	$14.000	$7,112.00
Robot	1	Days	$100.000	$100.00
GPS	1	Days	$200.00	$200.00
Total In House Direct Costs (IHDC)				**$8,338.95**

SERVICES BY OTHERS

ITEM	Quantity	Unit	Rate	Total
Berners Schober (Lighting/Electrical)	1	L Sum	$22,500.000	$22,500.00
Hanson Professional Services (ROW Acquisition)	1	L Sum	$10,950.000	$10,950.00
Total Services By Others				**$33,450.00**

TOTAL PHASE I COMPENSATION

Direct Labor	$39,472.20
In House Direct Costs (IHDC)	$8,338.95
Services By Others (SBO)	$33,450.00
Overhead (1.5958)	$62,989.74
Fixed Fee	$13,025.83
Total Phase I Compensation	**$157,277**

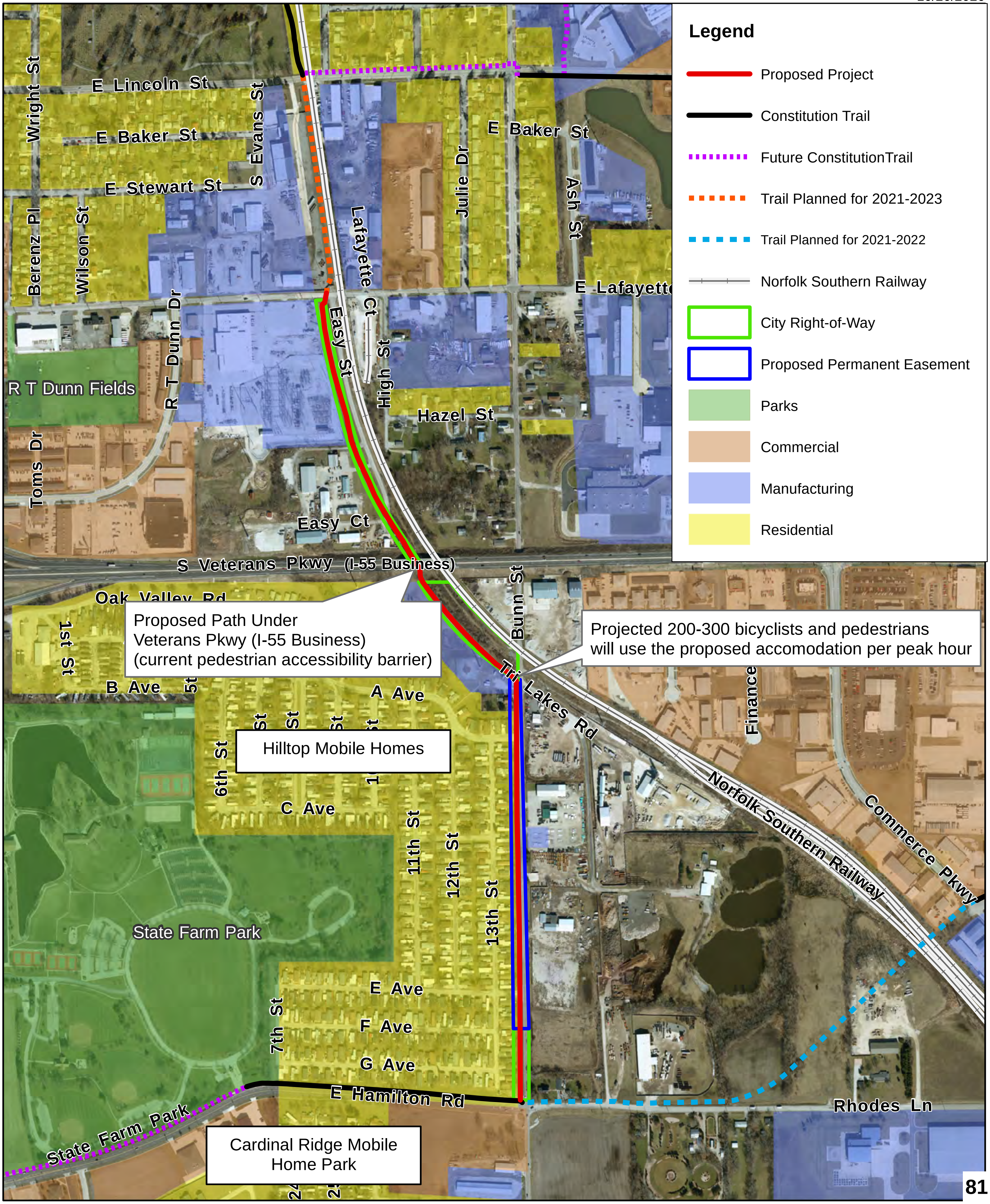
CITY OF Bloomington ILLINOIS

Public Works Department

Constitution Trail Southeast Extension Project: Lafayette Street to Hamilton Road

0 550 1,100
Feet

10/26/2020



CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: January 24, 2024

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Ordinance Annexing Property Generally Located North of The Grove on Kickapoo Creek 6th Addition, Containing 36.5 Acres, More or Less, and Approving a Zoning Map Amendment for Said Property to the R-2 (Mixed Residence) District (Part of PIN: 22-08-400-015), as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: On September 26, 2005, the City approved an Annexation Agreement with Eastlake, LLC. The Agreement resulted in the extension of public utilities on the eastern side of Towanda Barnes Road, development of The Grove on Kickapoo Creek subdivision(s), and implementation of the Kickapoo Creek Restoration Project. The original Agreement applied to approximately 450 acres north of Ireland Grove Road, beginning approximately 3/4 mile east of Towanda Barnes Road; to-date, approximately 300 of those acres have been annexed and the balance remains within McLean County.

Summary of Request:

- The existing Annexation Agreement assigns a zoning of R-2 (Mixed Residence) District to the subject property, upon Annexation. The Petitioner's request is consistent with the approved Agreement.
- The Amended Preliminary Plan for The Grove at Kickapoo Creek (PS-04-11) breaks this acreage out into 120 single-family lots that comply with the current zoning requirements and restrictions of the R-2 District.
- The short-term proposal is the platting and development of approximately 40 single-family residential lots.
- No Public Hearings are required for this action, as the content of the Agreement and the Zoning Map Amendment were publicly reviewed prior to adoption of the Agreement in 2005.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Applicant provided notice of disconnection and Annexation by Certified Mail to the following parties on January 5, 2024: Towanda Township Fire Protection District, Golden Prairie Public Library District, and Old Town Township. No Township Highway Commissions required notice. This property is already annexed into the Bloomington-Normal Water Reclamation District and the Bloomington-Normal Airport Authority. A separate agreement existing between Eastlake and Unit 5 resulted in the donation of the land that became Benjamin Elementary School.

FINANCIAL IMPACT: The proposed Annexation and Zoning Map Amendment will allow for investment and development on a Tier 2 vacant property, adding to the City's tax base. The Developer will owe sanitary sewer tap-on fees at the time of final platting, reimbursing the City for prior expenses associated with infrastructure development. Annexation fees will become due upon Final Platting. Parkland Dedication obligations have been previously fulfilled.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal H-1. (Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington), Objective 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), and Goal UEW-1. (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.2 (Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core)

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:
E&CD 1B Draft Ordinance
E&CD 1C Petition for Annexation
E&CD 1D Grove 9th Annexation Plat
E&CD 1E Owners Certificate
E&CD 1F Affidavit and Proof of Service of Mailing
E&CD 1G Fee and Obligation Memo

ORDINANCE NO. 2024 - ________

AN ORDINANCE ANNEXING PROPERTY GENERALLY LOCATED NORTH OF THE GROVE ON KICKAPOO CREEK 6TH ADDITION, CONTAINING 36.5 ACRES, MORE OR LESS, AND APPROVING A ZONING MAP AMENDMENT FOR SAID PROPERTY TO THE R-2 (MIXED RESIDENCE) DISTRICT (PART OF PIN: 22-08-400-015)

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition requesting Annexation of approximately 36.5 acres of property located north of The Grove on Kickapoo Creek 6th Addition, legally described in Exhibit "A", and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said Petition included an Annexation Plat prepared by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715 of Farnsworth Group, Inc., on December 22, 2023, depicted in Exhibit "B", which is attached hereto and made part hereof by this reference;

WHEREAS, the Property is already the subject of an Annexation Agreement, approved by City Council on September 26, 2005;

WHEREAS, said Annexation Agreement includes approval for a Zoning Map Amendment from the (County) A (Agriculture) District to the (City) R-2 (Mixed Residence) District for the subject Property upon Annexation;

WHEREAS, the Petitioner has provided the notices required by Section 7-1-1 of the Municipal Code (65 ILCS 5/7-1-1) to the appropriate parties and has submitted an Affidavit of proof thereof;

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Annexation and Zoning Map Amendment.

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

Section 1. That the above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. That the request for Annexation of approximately 36.5 acres of property located north of The Grove on Kickapoo Creek 6th Addition, legally described in Exhibit "A" and depicted in Exhibit "B", is hereby approved.

Section 3. A Zoning Map Amendment from (County) A (Agriculture) District to (City) R-2 (Mixed Residence) District for approximately 36.5 acres of property located north of The Grove on Kickapoo Creek 6th Addition, legally described in Exhibit "A" and depicted in Exhibit "B", is hereby approved pursuant to the Annexation Agreement approved on September 26, 2005.

Section 4. The Fees as a Condition of Annexation, as required by § 8.5 of the City Code, shall become due upon Final Platting.

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

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

Section 7. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 7. This Ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 22nd day of January 2024.

APPROVED this _______ day of January 2024.

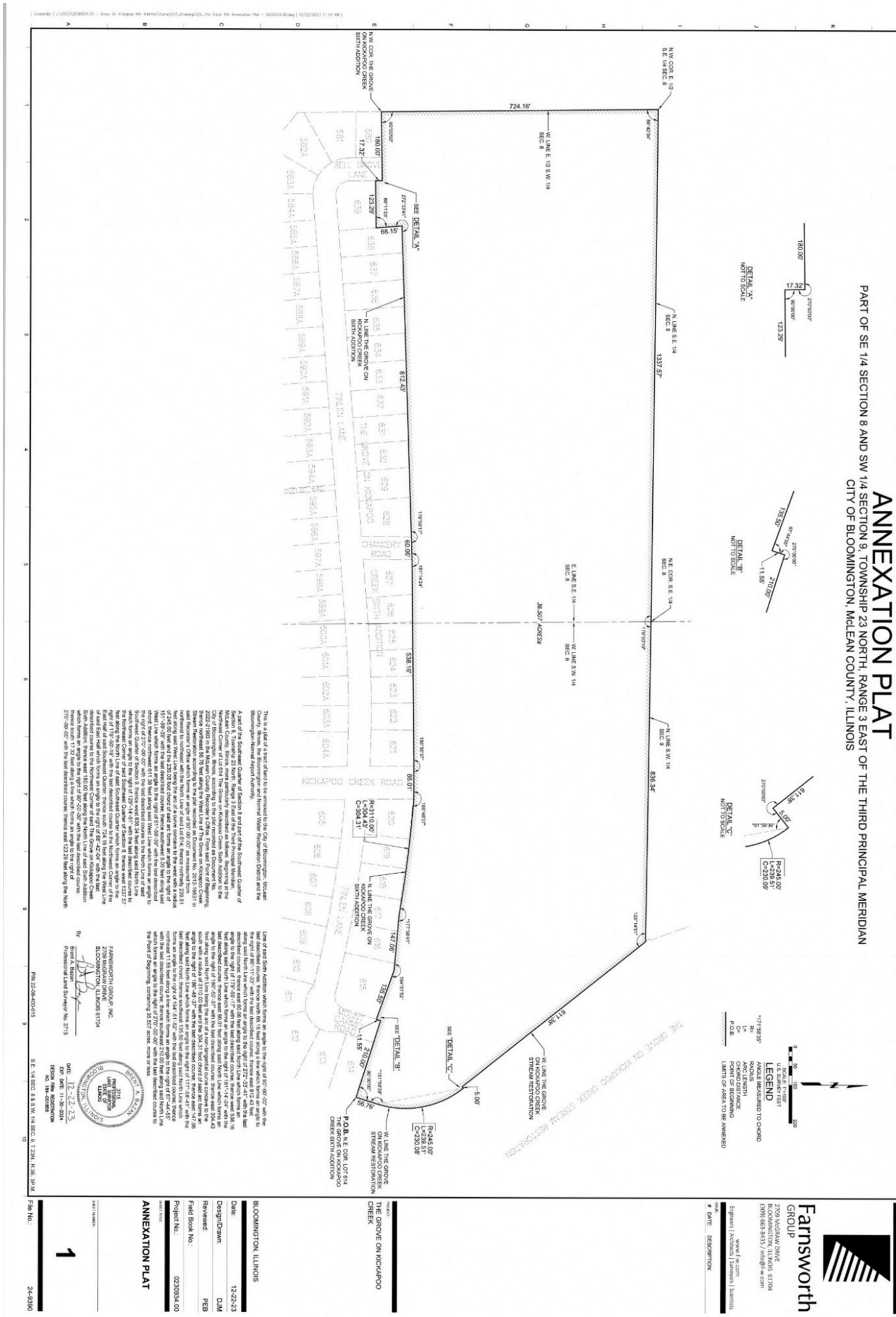
CITY OF BLOOMINGTON	ATTEST
______________________________	______________________________
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

A PART OF THE SOUTHEAST QUARTER OF SECTION 8 AND PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 614 THE GROVE ON KICKAPOO CREEK SIXTH ADDITION TO THE CITY OF BLOOMINGTON, ILLINOIS, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. 2022-21903 IN THE MCLEAN COUNTY RECORDER’S OFFICE. FROM SAID POINT OF BEGINNING, THENCE NORTHEAST 56.76 FEET ALONG THE WEST LINE OF THE GROVE ON KICKAPOO CREEK STREAM RESTORATION ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. 2012-19531 IN SAID RECORDER’S OFFICE WHICH FORMS AN ANGLE OF 90°-00’-00” AS MEASURED FROM NORTHWEST TO NORTHEAST WITH THE NORTH LINE OF SAID LOT 614; THENCE NORTHERLY 239.51 FEET ALONG SAID WEST LINE BEING THE ARC OF A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 245.00 FEET AND THE 230.08 FOOT CHORD OF SAID ARC FORMS AN ANGLE TO THE RIGHT OF 151°-59’-39” WITH THE LAST DESCRIBED COURSE; THENCE SOUTHWEST 5.00 FEET ALONG SAID WEST LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 61°-59’-39” WITH THE LAST DESCRIBED CHORD; THENCE NORTHWEST 611.38 FEET ALONG SAID WEST LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 270°-00’-00” WITH THE LAST DESCRIBED COURSE TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 9; THENCE WEST 836.34 FEET ALONG SAID NORTH LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 129°-14’-51” WITH THE LAST DESCRIBED COURSE TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 8; THENCE WEST 1337.57 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER WHICH FORMS AN ANGLE TO THE RIGHT OF 179°-50’-19” WITH THE LAST DESCRIBED COURSE TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 724.16 FEET ALONG THE WEST LINE OF SAID EAST HALF WHICH FORMS AN ANGLE TO THE RIGHT OF 88°-42’-04” WITH THE LAST DESCRIBED COURSE TO THE NORTHWEST CORNER OF SAID THE GROVE ON KICKAPOO CREEK SIXTH ADDITION; THENCE EAST 180.00 FEET ALONG THE NORTH LINE OF SAID SIXTH ADDITION WHICH FORMS AN ANGLE TO THE RIGHT OF 90°-00’-00” WITH THE LAST DESCRIBED COURSE; THENCE SOUTH 17.32 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 270°-00’-00” WITH THE LAST DESCRIBED COURSE; THENCE EAST 123.29 FEET ALONG THE NORTH LINE OF SAID SIXTH ADDITION WHICH FORMS AN ANGLE TO THE RIGHT OF 90°-00’-00” WITH THE LAST DESCRIBED COURSE; THENCE NORTH 68.15 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 86°-11’-23” WITH THE LAST DESCRIBED COURSE; THENCE EAST 812.43 FEET ALONG SAID NORTH LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 272°-33’-41” WITH THE LAST DESCRIBED COURSE; THENCE EAST 60.06 FEET ALONG SAID NORTH LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 179°-59’-17” WITH THE LAST DESCRIBED COURSE; THENCE WEST 538.16 FEET ALONG SAID NORTH LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 181°-14’-24” WITH THE LAST DESCRIBED COURSE; THENCE EAST 86.01 FEET ALONG SAID NORTH LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 180°-50’-37” WITH THE LAST DESCRIBED COURSE; THENCE EAST 304.43 FEET ALONG SAID NORTH LINE BEING THE ARC OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 3110.00 FEET AND THE 304.31 FOOT CHORD OF SAID ARC FORMS AN ANGLE TO THE RIGHT OF 186°-48’-37” WITH THE LAST DESCRIBED COURSE; THENCE EAST 147.06 FEET ALONG SAID NORTH LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 177°-58’-41” WITH THE LAST DESCRIBED CHORD; THENCE SOUTHEAST 135.50 FEET ALONG SAID NORTH LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 194°-51’-52” WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 11.55 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 87°-44’-55” WITH THE LAST DESCRIBED COURSE; THENCE SOUTHEAST 210.00 FEET ALONG SAID NORTH LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 270°-00’-00” WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, CONTAINING 36.507 ACRES, MORE OR LESS.

PART OF PIN: 22-08-400-015

EXHIBIT B
Annexation Plat



65 ILCS 5/7-1-8
PETITION FOR ANNEXATION AND REZONING
PURSUANT TO THE TERMS OF AN ANNEXATION AGREEMENT
(65 ILCS 5/11-15.1-1)

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

NOW COMES **EASTLAKE, L.L.C., an Illinois Limited Liability Company** (the "Petitioner"), hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That the Petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described on Exhibit A, which is attached hereto and made a part hereof by reference (the "Premises").

2. That the Premises are not within the corporate limits of any municipality but are contiguous with the corporate limits of the City.

3. That no electors reside on said tract.

4. That said Premises presently have a zoning classification of A (Agricultural) under the provisions of the McLean County Zoning Ordinance.

5. That the Premises is the subject of an Annexation Agreement dated April 21, 2005, by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation (hereinafter, the "City"), and Deneen Brothers Farms, LLC, Richard A. Searls, Jr., Thomas J. Searls, Richard A. Searls, III, Stephen J. Searls, John D. Searls, and the Petitioner, and the Annexation Agreement provides that the Premises shall be rezoned as R-2 (Mixed Residence District) upon annexation to the City.

6. That the Annexation Plat prepared on December 22, 2023, by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, is attached hereto and made a part hereof as Exhibit B.

7. That the Petitioner hereby requests that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois, annex said Premises to said City, and amend the Official Zoning Map of said City to reclassify said Premises from A (Agricultural) to R-2 (Mixed Residence District).

WHEREFORE, your Petitioner respectfully prays that said Premises be annexed to the City of Bloomington, McLean County, Illinois, and that the Official Zoning Map of the City of Bloomington, McLean County, Illinois, be amended by changing the zoning classification of the Premises into the zoning classifications set forth in the Annexation Agreement and Ordinance No. 2011-59.

DATED this 28th day of December, 2023.

PETITIONER:

EASTLAKE, L.L.C., an Illinois Limited Liability Company

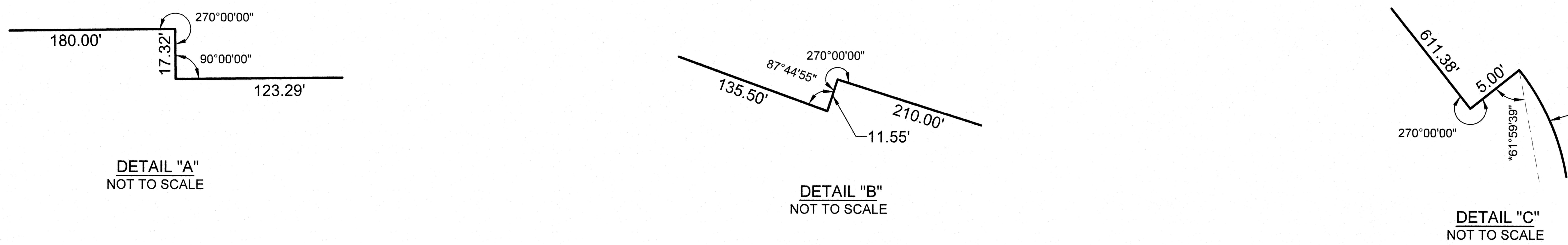
By: Tom Arm
Thomas Armstrong, Its President

Prepared By:

Elizabeth B. Megli
Livingston, Barger, Brandt & Schroeder, LLP
115 W. Jefferson Street
Suite 400
Bloomington, IL 61701
Telephone: (309) 828-5281
Facsimile: (309) 827-3432
emegli@lbbs.com

ANNEXATION PLAT

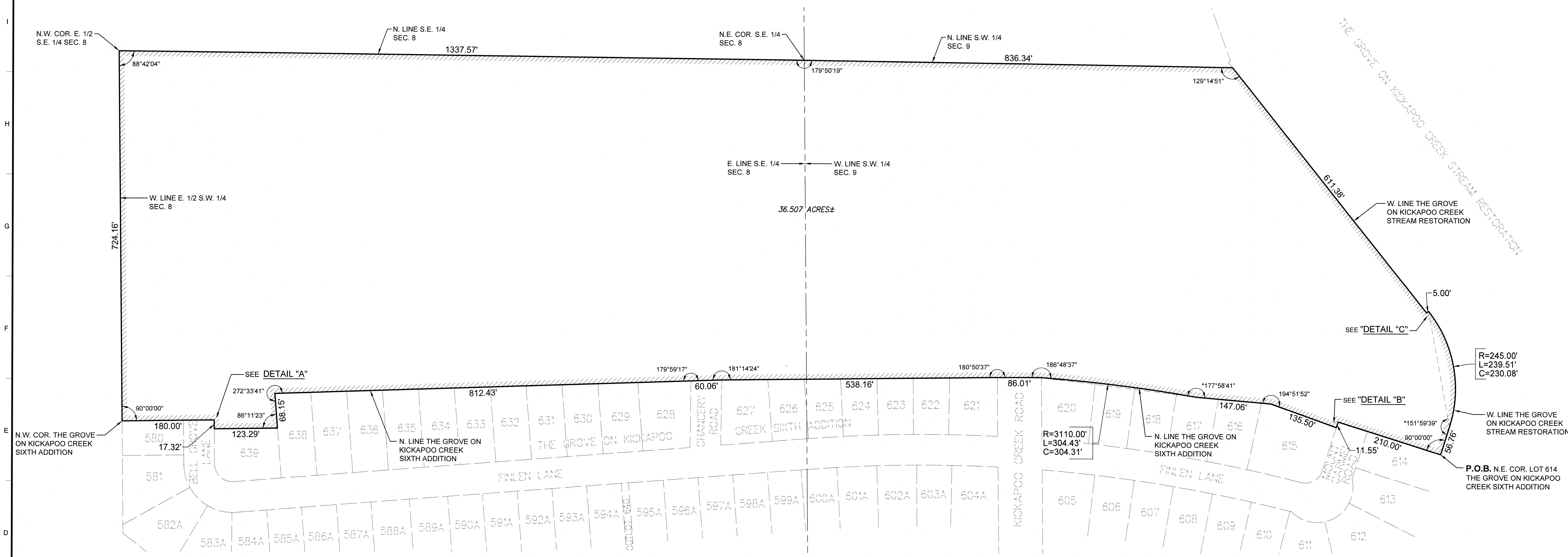
PART OF SE 1/4 SECTION 8 AND SW 1/4 SECTION 9, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



0 50 100 200
SCALE: 1"=100'
U.S. SURVEY FEET

LEGEND

*171°58'35"	ANGLE MEASURED TO CHORD
R=	RADIUS
L=	ARC LENGTH
C=	CHORD DISTANCE
P.O.B.	POINT OF BEGINNING
//////////	LIMITS OF AREA TO BE ANNEXED



This is a plat of a tract of land to be annexed to the City of Bloomington, McLean County, Illinois, the Bloomington and Normal Water Reclamation District and the Bloomington-Normal Airport Authority.

A part of the Southeast Quarter of Section 8 and part of the Southwest Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Lot 614 The Grove on Kickapoo Creek Sixth Addition to the City of Bloomington, Illinois, according to the plat recorded as Document No. 2022-21903 in the McLean County Recorder's Office. From said Point of Beginning, thence northeast 56.76 feet along the West Line of The Grove on Kickapoo Creek Stream Restoration according to the plat recorded as Document No. 2012-19531 in said Recorder's Office which forms an angle of 90°-00'-00" as measured from northwest to northeast with the North Line of said Lot 614; thence northerly 239.51 feet along said West Line being the arc of a curve concave to the west with a radius of 245.00 feet and the 230.08 foot chord of said arc forms an angle to the right of 151°-59'-39" with the last described course; thence southwest 5.00 feet along said West Line which forms an angle to the right of 61°-59'-39" with the last described chord; thence northwest 611.38 feet along said West Line which forms an angle to the right of 270°-00'-00" with the last described course to the North Line of said Southwest Quarter of Section 9; thence west 836.34 feet along said North Line which forms an angle to the right of 129°-14'-51" with the last described course to the Northeast Corner of said Southeast Quarter of Section 8; thence west 1337.57 feet along the North Line of said Southeast Quarter which forms an angle to the right of 179°-50'-19" with the last described course to the Northwest Corner of the East Half of said Southeast Quarter; thence south 724.16 feet along the West Line of said East Half which forms an angle to the right of 88°-42'-04" with the last described course to the Northwest Corner of said The Grove on Kickapoo Creek Sixth Addition; thence east 180.00 feet along the North Line of said Sixth Addition which forms an angle to the right of 90°-00'-00" with the last described course; thence south 17.32 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence east 123.29 feet along the North Line of said Sixth Addition which forms an angle to the right of 90°-00'-00" with the last described course; thence north 68.15 feet along a line which forms an angle to the right of 86°-11'-23" with the last described course; thence east 812.43 feet along said North Line which forms an angle to the right of 272°-33'-41" with the last described course; thence east 60.06 feet along said North Line which forms an angle to the right of 179°-59'-17" with the last described course; thence west 538.16 feet along said North Line which forms an angle to the right of 181°-14'-24" with the last described course; thence east 86.01 feet along said North Line which forms an angle to the right of 180°-50'-37" with the last described course; thence east 304.43 feet along said North Line being the arc of a non-tangential curve concave to the south with a radius of 3110.00 feet and the 304.31 foot chord of said arc forms an angle to the right of 186°-48'-37" with the last described course; thence east 147.06 feet along said North Line which forms an angle to the right of 177°-58'-41" with the last described chord; thence southeast 135.50 feet along said North Line which forms an angle to the right of 194°-51'-52" with the last described course; thence northeast 11.55 feet along a line which forms an angle to the right of 87°-44'-55" with the last described course; thence southeast 210.00 feet along said North Line which forms an angle to the right of 270°-00'-00" with the last described course to the Point of Beginning, containing 36.507 acres, more or less.

FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704

By: [signature]
Brent A. Bazan
Professional Land Surveyor No. 3715

BRENT A. BAZAN
3715
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
BLOOMINGTON, ILLINOIS

DATE: 12-22-23
EXP. DATE: 11-30-2024
DESIGN FIRM REGISTRATION NO. 184-001856

PIN 22-08-400-015

S.E. 1/4 SEC. 8 & S.W. 1/4 SEC. 9, T.23N., R.3E. 3P.M.

Farnsworth GROUP
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com
www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:

#	DATE:	DESCRIPTION:

PROJECT:
THE GROVE ON KICKAPOO CREEK

BLOOMINGTON, ILLINOIS

Date:	12-22-23
Design/Drawn:	DJM
Reviewed:	PEB
Field Book No.:	
Project No.:	0230934.00

SHEET TITLE:
ANNEXATION PLAT

SHEET NUMBER:
1

File No.: 24-9390

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

KNOW ALL MEN BY THESE PRESENTS, that EASTLAKE, L.L.C., an Illinois Limited Liability Company, hereby certifies that it is the owner of the premises described on Exhibit A, attached hereto and incorporated herein, which is the subject of a certain Petition for Annexation to the City of Bloomington, McLean County, Illinois, and for Amendment of the Zoning Map of the City of Bloomington, McLean County, Illinois, which is depicted by the Annexation Plat prepared by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, on December 22, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of December, 2023.

EASTLAKE, L.L.C., an Illinois Limited Liability Company

By: Tom Arp
Thomas Armstrong, Its President

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, Elizabeth B. Megli, a Notary Public in and for the county and state aforesaid, do hereby certify that Thomas Armstrong, President of Eastlake, L.L.C., an Illinois Limited Liability Company, personally known to be the same person whose name is subscribed to the foregoing Owner's Certificate, appeared before me this day, in person, and acknowledged the execution of this Owner's Certificate as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of December, 2023.

Elizabeth B. Megli
Notary Public

My commission expires 04/20/2026.

OFFICIAL SEAL
ELIZABETH B. MEGLI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 04/20/26

NOTICE

TO: Trustees of the **Golden Prairie Public Library District**

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the **City Clerk** of the **City of Bloomington, Illinois,** a municipality, which provides library service:

SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

This property is or may be in the **Golden Prairie Public Library District.** Upon annexation, this property may, by operation of law, be disconnected from the **Golden Prairie Library District.**

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, January 22, 2024, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

EASTLAKE, L.L.C., an Illinois Limited Liability Company, (Owner)

By: Elizabeth B. Megli
Elizabeth B. Megli

Prepared by: Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

A part of the Southeast Quarter of Section 8 and part of the Southwest Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Lot 614 The Grove on Kickapoo Creek Sixth Addition to the City of Bloomington, Illinois, according to the plat recorded as Document No. 2022-21903 in the McLean County Recorder's Office. From said Point of Beginning, thence northeast 56.76 feet along the West Line of The Grove on Kickapoo Creek Stream Restoration according to the plat recorded as Document No. 2012-19531 in said Recorder's Office which forms an angle of 90°-00'-00" as measured from northwest to northeast with the North Line of said Lot 614; thence northerly 239.51 feet along said West Line being the arc of a curve concave to the west with a radius of 245.00 feet and the 230.08 foot chord of said arc forms an angle to the right of 151°-59'-39" with the last described course; thence southwest 5.00 feet along said West Line which forms an angle to the right of 61°-59'-39" with the last described chord; thence northwest 611.38 feet along said West Line which forms an angle to the right of 270°-00'-00" with the last described course to the North Line of said Southwest Quarter of Section 9; thence west 836.34 feet along said North Line which forms an angle to the right of 129°-14'-51" with the last described course to the Northeast Corner of said Southeast Quarter of Section 8; thence west 1337.57 feet along the North Line of said Southeast Quarter which forms an angle to the right of 179°-50'-19" with the last described course to the Northwest Corner of the East Half of said Southeast Quarter; thence south 724.16 feet along the West Line of said East Half which forms an angle to the right of 88°-42'-04" with the last described course to the Northwest Corner of said The Grove on Kickapoo Creek Sixth Addition; thence east 180.00 feet along the North Line of said Sixth Addition which forms an angle to the right of 90°-00'-00" with the last described course; thence south 17.32 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence east 123.29 feet along the North Line of said Sixth Addition which forms an angle to the right of 90°-00'-00" with the last described course; thence north 68.15 feet along a line which forms an angle to the right of 86°-11'-23" with the last described course; thence east 812.43 feet along said North Line which forms an angle to the right of 272°-33'-41" with the last described course; thence east 60.06 feet along said North Line which forms an angle to the right of 179°-59'-17" with the last described course; thence west 538.16 feet along said North Line which forms an angle to the right of 181°-14'-24" with the last described course; thence east 86.01 feet along said North Line which forms an angle to the right of 180°-50'-37" with the last described course; thence east 304.43 feet along said North Line being the arc of a non-tangential curve concave to the south with a radius of 3110.00 feet and the 304.31 foot chord of said arc forms an angle to the right of 186°-48'-37" with the last described course; thence east 147.06 feet along said North Line which forms an angle to the right of 177°-58'-41" with the last described chord; thence southeast 135.50 feet along said North Line which forms an angle to the right of 194°-51'-52" with the last described course; thence northeast 11.55 feet along a line which forms an angle to the right of 87°-44'-55" with the last described course; thence southeast 210.00 feet along said North Line which forms an angle to the right of 270°-00'-00" with the last described course to the Point of Beginning, containing 36.507 acres, more or less.

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to Trustees of the Golden Prairie Public Library District, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 5th day of January, 2024. **Said copies were sent via certified mail, return receipt requested, to the following:**

Golden Prairie Public
Library District
205 E. Olive St.
Bloomington, IL 61701

Ary Anderson
Trustee
205 E. Olive St.
Bloomington, IL 61701

Kathy Vroman
Trustee
205 E. Olive St.
Bloomington, IL 61701

Jim Russell
Trustee
205 E. Olive St.
Bloomington, IL 61701

Stephanie Walden
Trustee
205 E. Olive St.
Bloomington, IL 61701

Stephen Peterson
Trustee
205 E. Olive St.
Bloomington, IL 61701

Patti Salch
Trustee
205 E. Olive St.
Bloomington, IL 61701

Ruth Novosad
Trustee
205 E. Olive St.
Bloomington, IL 61701

Elizabeth B. Megli
Elizabeth B. Megli

Subscribed and sworn to before me
this 5th day of January, 2024.

Julie L. Garrett
Notary Public

OFFICIAL SEAL
JULIE LYNN GARRETT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12-9-26

Prepared by: Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

NOTICE

TO: Trustees of the **Old Town Township** and
Road Commissioner of **Old Town Township**

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the **City Clerk** of the **City of Bloomington, Illinois**:

SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

You may exercise jurisdiction over Ireland Grove Road and 2100 East Road, adjacent to or included in the property described herein. Upon annexation, a portion of this property may, by operation of law, be disconnected from **Old Town Township.**

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

The property is subject to a certain Annexation Agreement dated April 21, 2005, which was recorded with the Recorder of Deeds, McLean County, Illinois, on May 8, 2006, as Document Number 2006-00011501.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, January 22, 2024, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

EASTLAKE, L.L.C., an Illinois Limited
Liability Company, (Owner)

By: Elizabeth B. Megli
Elizabeth B. Megli

Prepared by:
Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

A part of the Southeast Quarter of Section 8 and part of the Southwest Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Lot 614 The Grove on Kickapoo Creek Sixth Addition to the City of Bloomington, Illinois, according to the plat recorded as Document No. 2022-21903 in the McLean County Recorder's Office. From said Point of Beginning, thence northeast 56.76 feet along the West Line of The Grove on Kickapoo Creek Stream Restoration according to the plat recorded as Document No. 2012-19531 in said Recorder's Office which forms an angle of 90°-00'-00" as measured from northwest to northeast with the North Line of said Lot 614; thence northerly 239.51 feet along said West Line being the arc of a curve concave to the west with a radius of 245.00 feet and the 230.08 foot chord of said arc forms an angle to the right of 151°-59'-39" with the last described course; thence southwest 5.00 feet along said West Line which forms an angle to the right of 61°-59'-39" with the last described chord; thence northwest 611.38 feet along said West Line which forms an angle to the right of 270°-00'-00" with the last described course to the North Line of said Southwest Quarter of Section 9; thence west 836.34 feet along said North Line which forms an angle to the right of 129°-14'-51" with the last described course to the Northeast Corner of said Southeast Quarter of Section 8; thence west 1337.57 feet along the North Line of said Southeast Quarter which forms an angle to the right of 179°-50'-19" with the last described course to the Northwest Corner of the East Half of said Southeast Quarter; thence south 724.16 feet along the West Line of said East Half which forms an angle to the right of 88°-42'-04" with the last described course to the Northwest Corner of said The Grove on Kickapoo Creek Sixth Addition; thence east 180.00 feet along the North Line of said Sixth Addition which forms an angle to the right of 90°-00'-00" with the last described course; thence south 17.32 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence east 123.29 feet along the North Line of said Sixth Addition which forms an angle to the right of 90°-00'-00" with the last described course; thence north 68.15 feet along a line which forms an angle to the right of 86°-11'-23" with the last described course; thence east 812.43 feet along said North Line which forms an angle to the right of 272°-33'-41" with the last described course; thence east 60.06 feet along said North Line which forms an angle to the right of 179°-59'-17" with the last described course; thence west 538.16 feet along said North Line which forms an angle to the right of 181°-14'-24" with the last described course; thence east 86.01 feet along said North Line which forms an angle to the right of 180°-50'-37" with the last described course; thence east 304.43 feet along said North Line being the arc of a non-tangential curve concave to the south with a radius of 3110.00 feet and the 304.31 foot chord of said arc forms an angle to the right of 186°-48'-37" with the last described course; thence east 147.06 feet along said North Line which forms an angle to the right of 177°-58'-41" with the last described chord; thence southeast 135.50 feet along said North Line which forms an angle to the right of 194°-51'-52" with the last described course; thence northeast 11.55 feet along a line which forms an angle to the right of 87°-44'-55" with the last described course; thence southeast 210.00 feet along said North Line which forms an angle to the right of 270°-00'-00" with the last described course to the Point of Beginning, containing 36.507 acres, more or less.

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to the Highway Commissioner of Old Town Township and Board of Township Trustees of Old Town Township, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 5th day of January, 2024. **Said copies were sent via certified mail, return receipt requested, to the following:**

Phillip Reynolds
Highway Road Commissioner
8270 N 2200 East Rd.
Downs, IL 61736

Old Town Township Building
22034 E 1000 North Rd.
Downs, IL 61736

Brent McCready
Supervisor
23609 E 1300 North Rd.
Bloomington, IL 61705

Terry J. Dehaan
Assessor
22034 E 1000 North Rd.
Downs, IL 61736

James Walters
Trustee
22865 E 1200 North Rd.
Downs, IL 61736

Larry E. Durbin
Trustee
13603 N 2300 East Rd.
Bloomington, IL 61705

Joseph Rogus
Trustee
8339 N 2300 East Rd.
Downs, IL 61736

John Haushalter
Clerk
19339 Deerhaven Dr.
Bloomington, IL 61705

Kathy Johnson
Trustee
22034 E 1000 North Rd.
Downs, IL 61736

Elizabeth B. Megli
Elizabeth B. Megli

Subscribed and sworn to before me
this 5th day of January, 2024.

Julie L. Garrett
Notary Public

OFFICIAL SEAL
JULIE LYNN GARRETT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12-9-26

Prepared by: Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

NOTICE

TO: Trustees of the **Towanda Township Fire Protection District**

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the **City Clerk** of the **City of Bloomington, Illinois,** a municipality, which provides fire protection:

SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

This property is or may be in the **Towanda Township Fire Protection District.** Upon annexation, this property may, by operation of law, be disconnected from the **Towanda Township Fire Protection District.**

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, January 22, 2024, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

EASTLAKE, L.L.C., an Illinois Limited Liability Company, (Owner)

By: Elizabeth B. Megli
Elizabeth B. Megli

Prepared by:
Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

A part of the Southeast Quarter of Section 8 and part of the Southwest Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Lot 614 The Grove on Kickapoo Creek Sixth Addition to the City of Bloomington, Illinois, according to the plat recorded as Document No. 2022-21903 in the McLean County Recorder's Office. From said Point of Beginning, thence northeast 56.76 feet along the West Line of The Grove on Kickapoo Creek Stream Restoration according to the plat recorded as Document No. 2012-19531 in said Recorder's Office which forms an angle of 90°-00'-00" as measured from northwest to northeast with the North Line of said Lot 614; thence northerly 239.51 feet along said West Line being the arc of a curve concave to the west with a radius of 245.00 feet and the 230.08 foot chord of said arc forms an angle to the right of 151°-59'-39" with the last described course; thence southwest 5.00 feet along said West Line which forms an angle to the right of 61°-59'-39" with the last described chord; thence northwest 611.38 feet along said West Line which forms an angle to the right of 270°-00'-00" with the last described course to the North Line of said Southwest Quarter of Section 9; thence west 836.34 feet along said North Line which forms an angle to the right of 129°-14'-51" with the last described course to the Northeast Corner of said Southeast Quarter of Section 8; thence west 1337.57 feet along the North Line of said Southeast Quarter which forms an angle to the right of 179°-50'-19" with the last described course to the Northwest Corner of the East Half of said Southeast Quarter; thence south 724.16 feet along the West Line of said East Half which forms an angle to the right of 88°-42'-04" with the last described course to the Northwest Corner of said The Grove on Kickapoo Creek Sixth Addition; thence east 180.00 feet along the North Line of said Sixth Addition which forms an angle to the right of 90°-00'-00" with the last described course; thence south 17.32 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence east 123.29 feet along the North Line of said Sixth Addition which forms an angle to the right of 90°-00'-00" with the last described course; thence north 68.15 feet along a line which forms an angle to the right of 86°-11'-23" with the last described course; thence east 812.43 feet along said North Line which forms an angle to the right of 272°-33'-41" with the last described course; thence east 60.06 feet along said North Line which forms an angle to the right of 179°-59'-17" with the last described course; thence west 538.16 feet along said North Line which forms an angle to the right of 181°-14'-24" with the last described course; thence east 86.01 feet along said North Line which forms an angle to the right of 180°-50'-37" with the last described course; thence east 304.43 feet along said North Line being the arc of a non-tangential curve concave to the south with a radius of 3110.00 feet and the 304.31 foot chord of said arc forms an angle to the right of 186°-48'-37" with the last described course; thence east 147.06 feet along said North Line which forms an angle to the right of 177°-58'-41" with the last described chord; thence southeast 135.50 feet along said North Line which forms an angle to the right of 194°-51'-52" with the last described course; thence northeast 11.55 feet along a line which forms an angle to the right of 87°-44'-55" with the last described course; thence southeast 210.00 feet along said North Line which forms an angle to the right of 270°-00'-00" with the last described course to the Point of Beginning, containing 36.507 acres, more or less.

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to Trustees of the Towanda Township Fire Protection District, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 5th day of January, 2024. **Said copies were sent via certified mail, return receipt requested, to the following:**

Towanda Fire Protection District
203 W. Jackson St..
Towanda, IL 61776

Phil Richard
Towanda Fire Protection District
20341 E 1900 North Rd.
Towanda, IL 61776

Brett Lueschen
Fire Chief
Towanda Fire Protection District
3 Candle Ridge Rd.
Towanda, IL 61776

Joel White
Towanda Fire Protection District
521 E. Washington St.
Towanda, IL 61776

Gregg Egbers
Towanda Fire Protection District
201 N. Taylor St.
P.O. Box 75
Towanda, IL 61776

Elizabeth B. Megli
Elizabeth B. Megli

Subscribed and sworn to before me
this 5th day of January, 2024.

Julie L. Garrett
Notary Public

OFFICIAL SEAL
JULIE LYNN GARRETT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12-9-26

Prepared by: Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

CITY OF Bloomington ILLINOIS
Economic & Community Development

January 10, 2024

Elizabeth Megli
Livingston, Barger Brandt & Schroeder, LLP
115 W. Jefferson St.
Bloomington, IL 61701

Re: Annexation of Property Subject to the Eastlake LLC Agreement of 2005

The following are the remaining fees and obligations required by Eastlake, LLC, based upon the Annexation Agreement approved on September 26, 2005, and certified on May 3, 2006, for **The Grove on Kickapoo Creek 9th Addition (PIN 22-08-400-015), approximately 36.5 acres.**

		Fund Code	***Principal***	***Interest***	***Total***
1	Annexation Fees	10010010-54620	DUE AT FINAL PLATTING		
2	Parkland Fee	24104100-57320	FULFILLED FOR BALANCE OF REMAINING ACREAGE		
3	Water Tap-On	50100110-54120	EXEMPTED BY AGREEMENT		
4	Sanitary Sewer Tap-On	51101100-54120	DUE AT FINAL PLATTING		
	Total Due Now				**$0**

1) Annexation Fee: $737.74 per Residential Lot, price adjusted from a November 2018 baseline.
2) Parkland Fee: The original Preliminary Plan (PS-03-06) included 1,002 dwelling units for an obligation of 23.45 acres of Parkland. A 20-acre park (current PINs 22-09-451-006 and 22-09-451-007) was deeded to the City in 2015 (Doc. 2016-21961). The 10-acre public access way around the detention basin/greenway to the west of the park will function as an extension of the park area, per the approved Annexation Agreement, for a total actualized dedication of 30 acres. Subsequent amendments have *reduced* density.
3) Since the Developer was responsible for constructing the public water mains necessary to serve the subdivision and surrounding development, no tap-on fees are required for connection to such, per Annexation Agreement Section IV(B).
4) Per Annexation Agreement Section IV(C), “Eastlake shall pay a tap on fee to the City to connect to the City’s sanitary sewer pup station, force main, and sewer…” *on a flow rather than acreage basis.* Fees are owed at the time of final platting of subdivision additions.

Sincerely,

Alissa Pemberton

Alissa Pemberton
City Planner

Cc: Melissa Hon, Economic & Community Development
Kevin Kothe, City Engineer/Director of Operations and Engineering Services
Chris Tomerlin, Finance

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: January 24, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Ordinance Approving a Site Plan to Allow an Expansion to an Office Use in the B-2 (Local Commercial) District for Property Located at 1105 W. Front Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses
Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: The Applicant, Project Oz, is requesting approval of a Site Plan to expand an Office use for the property located at 1105 W. Front Street.

Summary of Request:

- Phased construction plan to allow continued operation of the existing Office building until the new addition is complete.
- Construction of a one-story, 2,754 square foot addition and associated additional parking spaces (27 total spaces).
- Public Hearing Site Plan Review is required in the B-2 (Local Commercial) District.
- Stormwater will be handled on-site, and pedestrian circulation has been accommodated appropriately, as the applicant has agreed to provide surface markings to indicate pedestrian access to the main front door from the public sidewalk (Constitution Trail).

On Wednesday, January 3, 2024, the Planning Commission held a public hearing, found the request met the standards for approval, and voted 6-0-0 to recommend approval of the Site Plan to the City Council, with the conditions of providing the pedestrian surface markings, providing required bicycle parking, and required screening for the trash enclosure.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, November 20, 2023, and courtesy notices were mailed to 89 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: Construction materials may generate additional sales tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal N-1. (Ensure compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), Objective N-1.1 (Enhance the livability of all Bloomington neighborhoods); and Goal ED-4 (Enhance the image of Bloomington as a business friendly community), Objective ED-4.2. (Prioritize infill and redevelopment to spur growth and reinvestment in the City)

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:
E&CD 1B Draft Ordinance
E&CD 1C Staff Report
E&CD 1D PC Draft Minutes

ORDINANCE NO. 2024-________

AN ORDINANCE APPROVING A SITE PLAN TO ALLOW AN EXPANSION TO AN OFFICE USE IN THE B-2 (LOCAL COMMERCIAL) DISTRICT FOR PROPERTY LOCATED AT 1105 W. FRONT STREET

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a request for approval of a Site Plan to allow an expansion to an Office Use for the property located at 1105 W. Front Street, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said request included a Site Plan, illustrated in Exhibit "B" and hereinafter referred to as "Plan"; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said request; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Site Plan meets the standards for granting Site Plan approval set forth in § 44-1709, of the Bloomington City Code, subject to the conditions that pedestrian surface markings were added, bicycle parking is added, and screening for the trash enclosure was added; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

WHEREAS, a Variance from § 44-1503, of the Bloomington City Code, to allow a reduced Rear Yard Setback at the property, in conjunction with the Site Plan, was approved by the Zoning Board of Appeals in April, 2023; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and allow this Site Plan.

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

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

SECTION 2. The Council hereby adopts the findings of fact of the Planning Commission, and the Site Plan for an expansion to an Office Use for the property at 1105 W. Front Street, legally described in Exhibit "A" and illustrated in Exhibit "B", is hereby approved with the following conditions:

a. Pedestrian surface markings are added to the entrance drive from Front Street;
b. Bicycle parking is added, as required by § 44-1213;
c. Trash enclosure is screened, as required by § 44-1308.

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

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

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 22nd day of January 2024.

APPROVED this _______ day of January 2024.

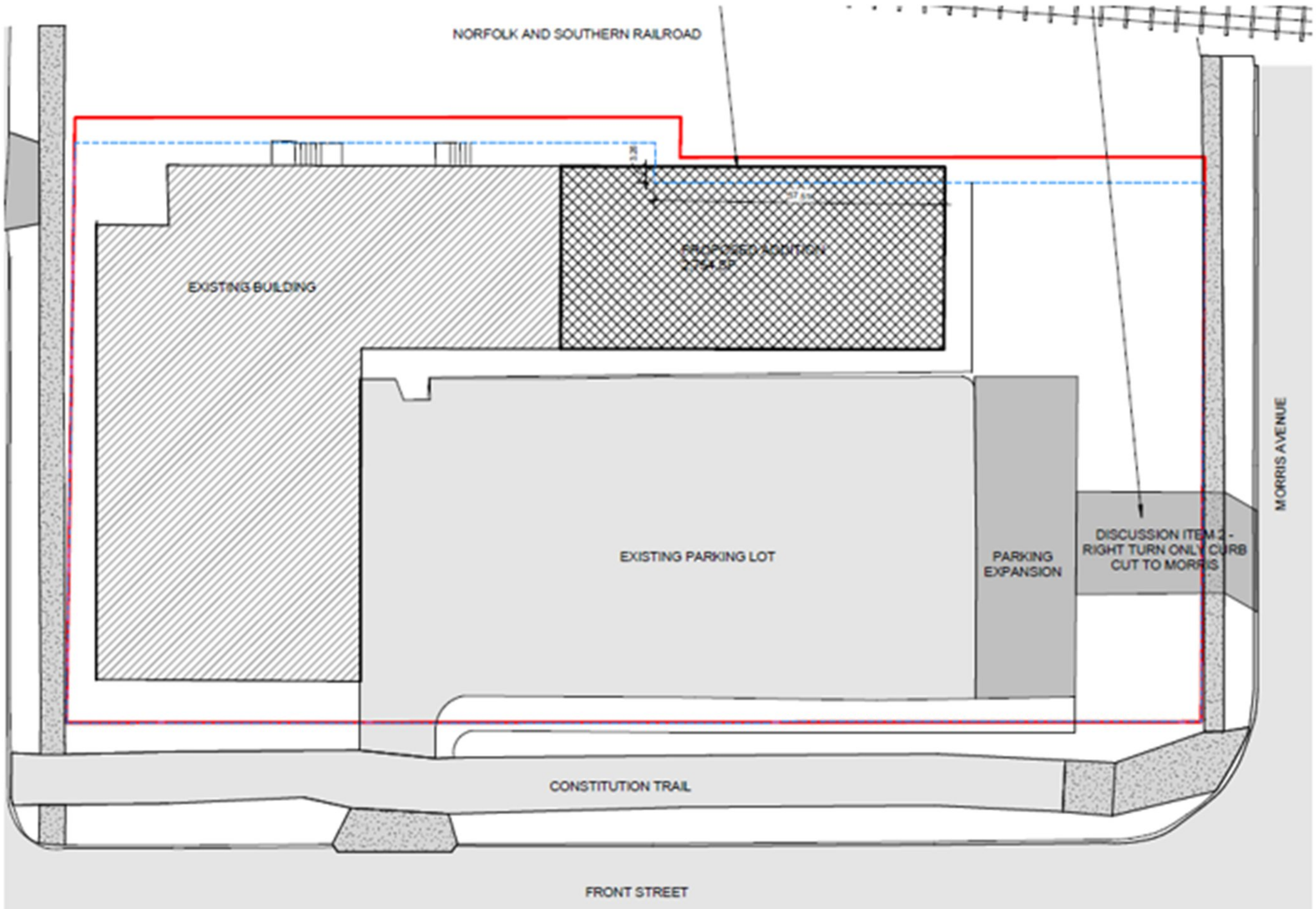
CITY OF BLOOMINGTON	ATTEST
____________________________	____________________________
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

A PART OF BLOCK 3 IN LOEHR'S ADDITION TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 3; THENCE NORTH 120 FEET ALONG THE WEST LINE OF SAID BLOCK 3; THENCE EAST 120 FEET ALONG A LINE WHICH IS PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 3 AND WHICH FORMS AN ANGLE TO THE LEFT OF 90 DEGREES 52 MINUTES WITH THE LAST DESCRIBED COURSE, THENCE SOUTH 8 FEET ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF SAID BLOCK 3 AND WHICH FORMS AN ANGLE TO THE LEFT OF 89 DEGREES 08 MINUTES WITH THE LAST DESCRIBED COURSE; THENCE EAST 104 FEET ALONG A LINE WHICH IS PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 3 AND WHICH FORMS AN ANGEL TO THE LEFT OF 270 DEGREES 52 MINUTES WITH THE LAST DESCRIBED COURSE, THENCE SOUTH 112 FEET ALONG A LINE WHICH FORMS AN ANGEL TO THE LEFT OF 89 DEGREES 36 MINUTES WITH THE LAST DESCRIBED COURSE TO A POINT ON THE SOUTH LINE OF SAID BLOCK 3 LYING 225 FEET EAST OF THE POINT ON BEGINNINGL THENCE WEST 225 FEET ALONG SAID SOUTH LINE WHICH FORMS AN ANGLE TO THE LEFT OF 90 DEGREES 24 MINUTES WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING.

PIN: 21-05-410-006

EXHIBIT B
Site Plan



PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	January 3, 2024
CASE NO:	PR-06-23, Public Hearing Site Plan Review
REQUEST:	Public hearing, review, and action on a petition submitted by Project Oz, requesting approval of a Public Hearing Site Plan to allow an expansion to an Office use (Not-for-Profit) in the B-2 (Local Commercial) District for the property located at 1105 W. Front Street, in Bloomington, PIN: 21-05-410-006.

BACKGROUND

Request:
The Petitioner is requesting a Public Hearing Site Plan Review to expand an existing Office (Not-for-Profit) use at the subject property. A Variance (V-05-23) was approved earlier in 2023 to allow for a reduced Rear Yard setback in conjunction with the current request.

The Petitioner proposes a phased-construction plan to develop a one-story, 2,754 square foot addition with additional vehicle parking and an additional vehicle exit at the site. Public Hearing Site Plan Review is required in the B-2 (Local Commercial) District.

Property Characteristics:
The subject property consists of roughly 0.59 acres (approximately 25,000 square feet) of land located at the northeastern intersection of W. Front Street and N. Western Avenue. The property is currently accessible via W. Front Street. The surrounding properties contain a mixture of commercial, manufacturing, and residential zoning. The surrounding land uses also consist of a mix of lower intensity commercial uses and multi-family and single family residential, as well as a public utility service.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, November 20, 2023. Courtesy notices were mailed to 89 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	B-2 (Local Commercial)	Mixed-Use
South	R-2 (Mixed Residence)	Multi-Family Residence
East	R-2 (Mixed Residence)	Single-Family Residence
West	M-2 (General Manufacturing)	Public Utility

ANALYSIS

Description of Current Zoning District

The B-2 (Local Commercial) District is intended to provide retail, commercial and service establishments, including retail stores and personal service facilities, which serve the frequently recurring needs of surrounding local employment areas and residential neighborhoods. In addition to serving commercial purposes, this district encourages a mix of land uses, continued community investment through infill and site renovations, and a development form that supports mixed transportation modes, such as bicycle, pedestrian, and public transportation in addition to personal vehicles. Neighborhood shopping centers, particularly with a supermarket as a principal or anchor tenant, are appropriate at prominent intersections. The protection of surrounding residential properties from adverse impacts is a primary focus of this district.

Subject Code Requirements

§ 44-503A. Site dimensions table. All development in Business Districts must comply with the requirements in Tables 503A and 503B and Diagram 503A unless otherwise expressly stated.

Table 503A: Bulk and Site Standards B-1, B-2 and C-1 Districts

	Lot Characteristics		Site Design			Development Intensity		
District	Minimum Lot Width (W)	Minimum Lot Area (square feet)	Front Yard (F) Min.	Side Yard (S) Min.	Rear Yard (R) Min.	Floor Area Ratio (FAR)	Maximum Building Height Feet	Maximum Building Height Stories
B-1	—	—	—	Minimum 5 feet or 1/3 of building height for buildings > 3 stories		0.8		
B-2	—	—	—	Minimum 5 feet		0.5	30 feet	2
C-1	—	—	20 feet	Min. 5 feet or 1/3 of building height for buildings > 3 stories	20 feet	1.0		

Compliance with the Comprehensive Plan

The subject property is identified as "Neighborhood Commercial" in the Future Land Use Map. The Land Use Priorities map identifies the site as "Tier One", for vacant and underutilized land within the City. Approval of the Site Plan algins with the following goals of the Comprehensive Plan: Goal N-1 (Enhance the livability of all Bloomington neighborhoods) and Goal ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

Parking Requirements

The applicant has indicated an updated total of 27 overall parking spaces at the site, included two accessible spaces. For purposes of this review, the use has been defined as an Office use. § 44-1208 of the Code requires 34 spaces for the use (1 space per 200 square feet of gross floor area for the first 2,000 square feet, plus one space for 300 square feet for floor space exceeding 2,000 square feet). The applicant was able to reduce the required parking by seven spaces per § 44-1209 by providing pedestrian access, proximity to a public transit route, and providing bicycle spaces (though not specifically identified on the plan), so this requirement will have been met. Additionally, public street parking is located on the south side of W. Front Street and the east side of N. Western Avenue, adjacent to the building.

Mobility and Circulation

Pedestrian circulation has been addressed within the scope of the project area by the applicant by extending the sidewalk along the north perimeter of the new parking area and adding a sidewalk to connect to the new entry area. An existing entry from the public sidewalk to the building exists on the west side of the building along N. Western Avenue. As stated earlier, bicycle parking has been indicated by the applicant but has not been identified on the site plan and will be required at a rate of 5% of the required vehicle parking. Currently, no direct pedestrian connection exists from the public sidewalk along W. Front Street to the main entry, but is outside of the project scope.

Landscaping & Screening
All landscaping and screening requirements have been provided, including perimeter parking lot landscaping. Although not part of the project, the existing trash enclosure should be appropriately screened in accordance with section § 44-1308-E.

Other Items
The applicant will be required to meet all Public Works requirements, including stormwater detention, which has been identified on the site plan and will be met on site. The proposed vehicle exit will also need to be approved by Public Works. The applicant may want to consider shifting the exit slightly south to align better with the exiting traffic lane. Updated entry and exit arrows should be reflected as well.

STANDARDS FOR REVIEW – PUBLIC HEARING SITE PLAN

Ch. 44, 17-9 Public hearing site plan review
The Planning Commission shall hold at least one public hearing on any proposed Public Hearing Site Plan and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Site Plan is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1706E(2) and discussed below.

1. **The extent to which potential incompatibilities between the proposed development and surrounding existing development and/or zoning is minimized by such design features as placement of buildings, parking areas, access driveways and existing or proposed topography.**

   The proposed development is not incompatible with the existing development in the area. The site design is consistent with other similar developments on surrounding properties in the area, and the use has existed in the current form for many years without disruption to the area.

2. **The extent to which the proposal minimizes any adverse impact of the development upon adjoining land.**

   The proposed use will not have adverse impacts on the development of adjoining land. The use is permitted within the zoning district and will continue to be compatible with the uses of the surrounding properties. The building and landscaping shall comply with code requirements.

3. **The extent to which adequately improved streets connected to the improved arterial street system are available or can be reasonably supplied to serve the uses proposed in the development.**

   The site is accessible by an existing curb cut on W. Front Street. The proposed curb cut and apron will need to meet Public Works requirements.

4. **The extent to which the proposed development will favorably or adversely affect other persons or property and, if so, whether because of circumstances peculiar to the location the effect is likely to be greater than is ordinarily associated with the development of the type proposed.**

   The surrounding properties contain a mixture of zoning. Continuing an established office (not-for-profit) use at the site would be complementary to the existing surrounding uses.

STAFF RECOMMENDATION

Staff finds that the application generally ***meets*** the standards for site plan review and ***recommends its approval***. Staff recommends that the Commission take the following actions:

> Motion to establish findings of fact that the Site Plan meets the standards and objectives for which the Code is designed, and recommend that City Council approve the Site Plan, subject to providing required bicycle parking and required screening for the trash enclosure, for the property located at 1105 W. Front Street.

Respectfully submitted,
Jon Branham

City Planner

Attachments:

1. Zoning Map
2. Aerial Image
3. Ground Level Views
4. Petitioner Submittals, including Elevations, Site Plan, & Landscape Plan
5. Neighborhood Notice Map

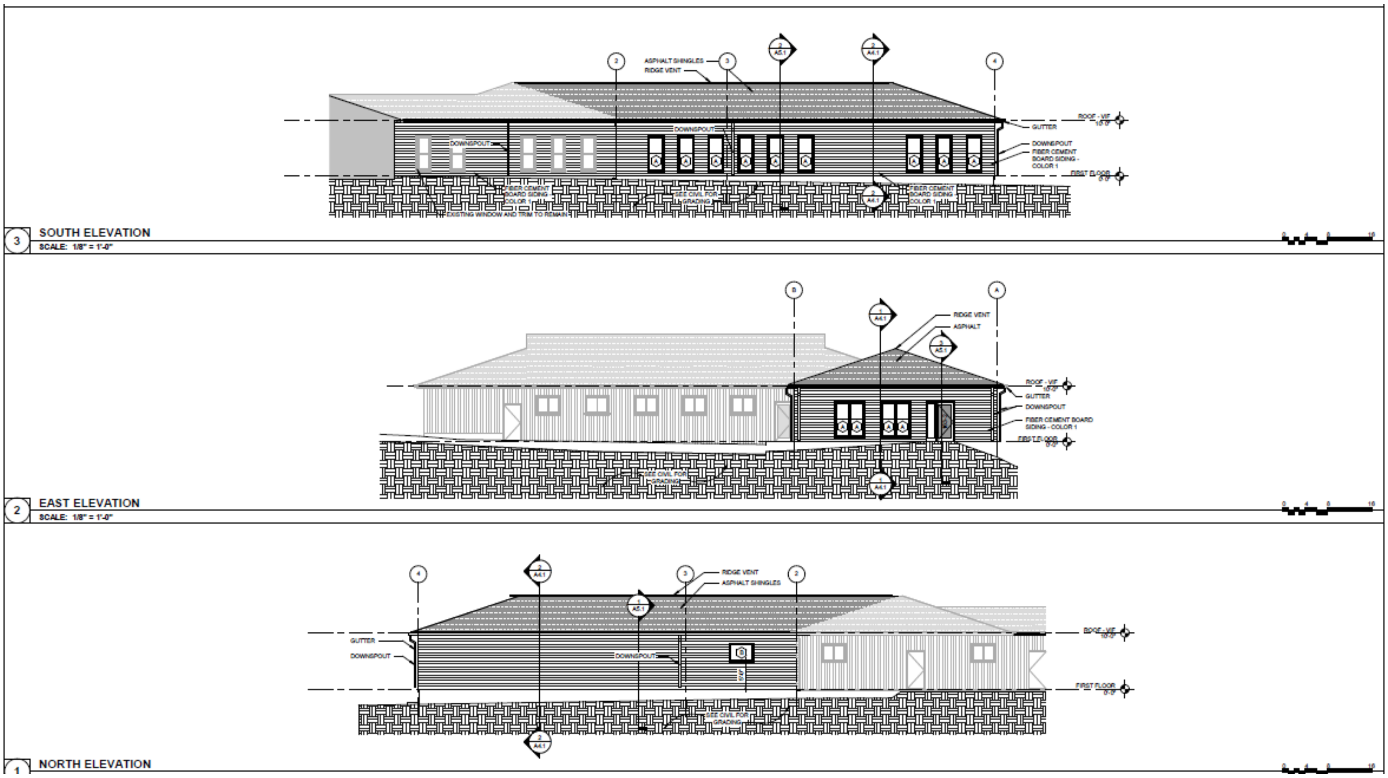
Attachment 1 - Zoning Map

Attachment 2 - Aerial Map

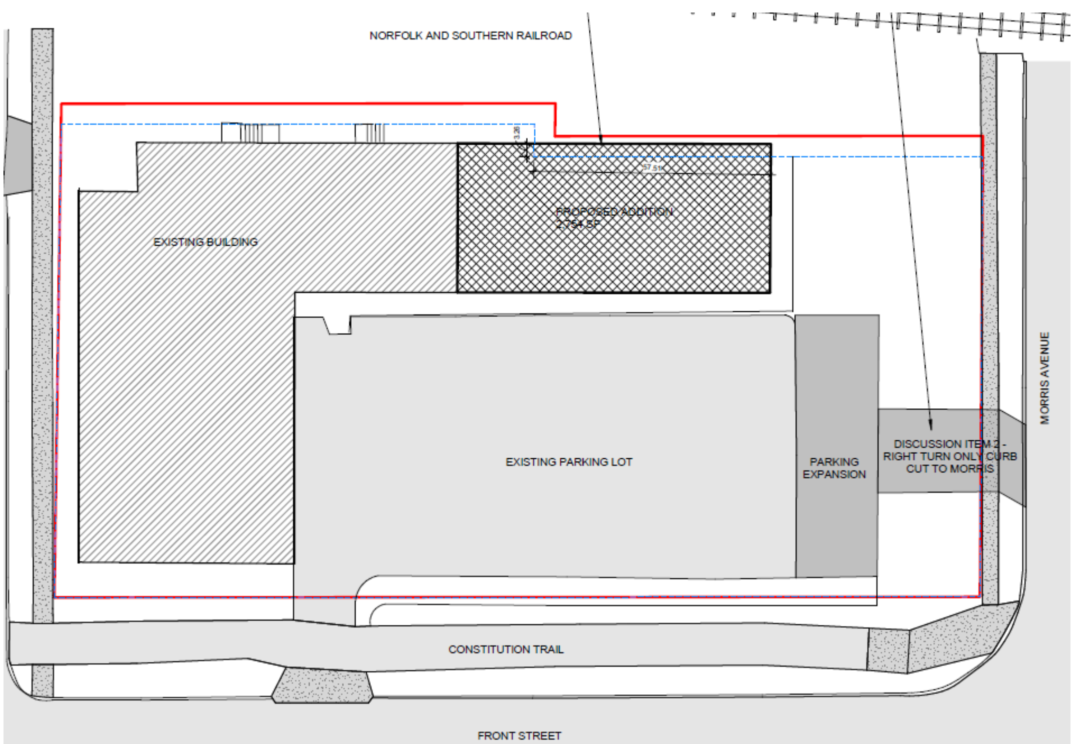
Attachment 3 – Ground Level Views

7 of 11

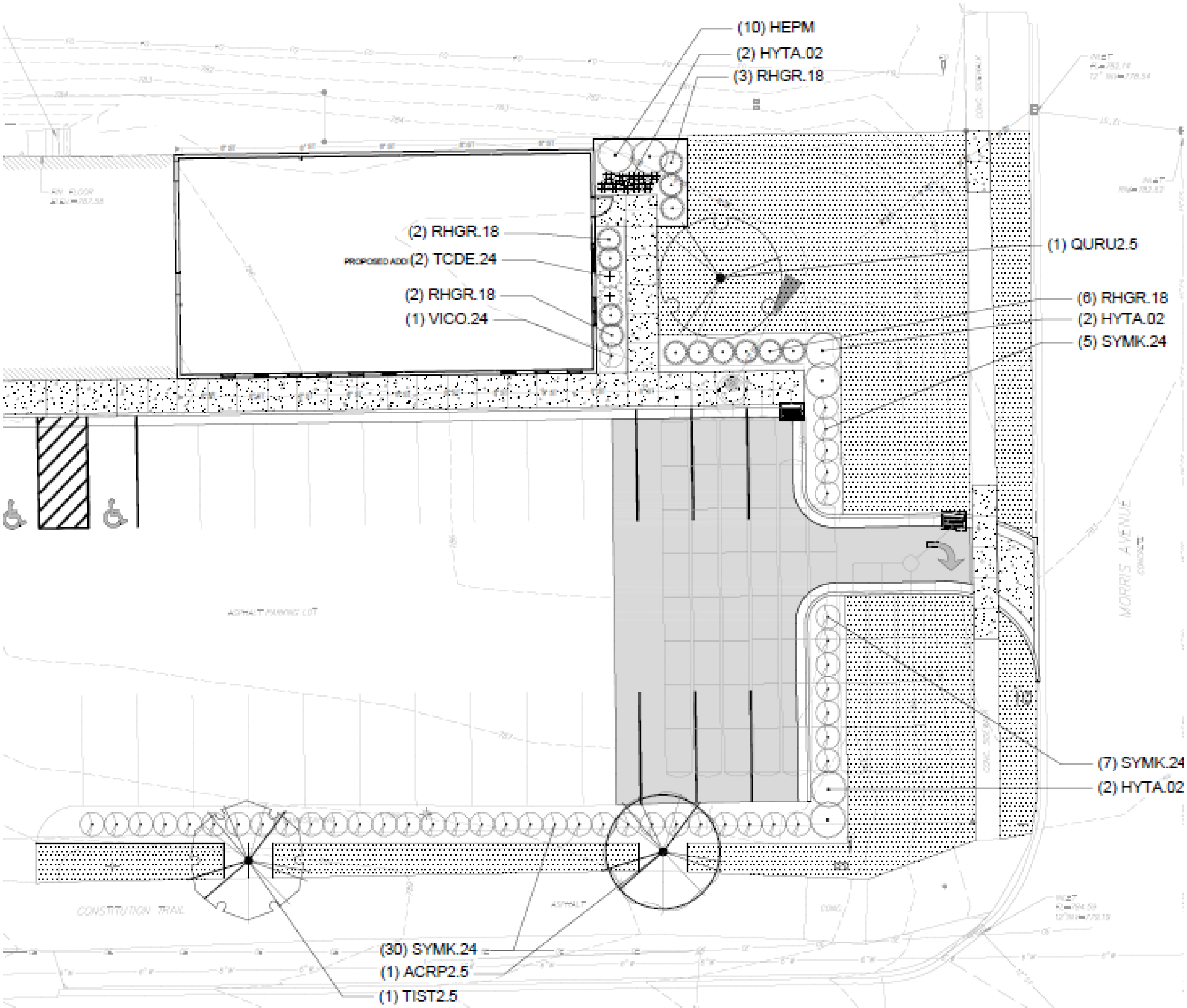
Attachment 4 – Petitioner Submittal- Elevations



Attachment 4 – Petitioner Submittal - Site Plan



Attachment 4 – Petitioner Submittal - Landscape Plan



Attachment 5 – Neighborhood Notice Map

MINUTES
PLANNING COMMISSION - REGULAR SESSION
WEDNESDAY, JANUARY 3, 2024, 4:00 PM

The Planning Commission convened in regular session at 4:01 PM, January 3, 2024. called the meeting to order.

Roll Call

Attendee Name	Title	Status
Mary Ann Cullen	Commissioner	Absent
Mark Muehleck	Commissioner	Present
David Lewis	Commissioner	Absent
Justin Boyd	Chair	Present
Brady Sant Amour	Commissioner	Absent
Thomas Krieger	Commissioner	Present
Anna Patino	Commissioner	Present
Goverdhan Galpalli	Commissioner	Absent
Jackie Beyer	Vice Chair	Present
William Peradotti	Commissioner	Present

Staff present included: Kelly Pfeifer, Assistant Economic & Community Development Director; Jon Branham, City Planner; Alissa Pemberton, City Planner; John Myers, Assistant City Planner; and George Boyle, Assistant Corporation Counsel.

Public Comment
No public comment was provided.

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

Item 4.A. Consideration and action to approve the Minutes of the November 1, 2023, regular meeting of the Bloomington Planning Commission.

Commissioner Muehleck made a motion, seconded by Commissioner Krieger, to approve the consent agenda.
Roll call.
AYES: Commission Chair Boyd; Commissioner Krieger; Commissioner Muehleck; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Patino.
Motion passed.

Regular Agenda

The following item was presented:

Item 5.A. Public hearing, review, and action on a request submitted by Project Oz, for approval of a Public Hearing Site Plan to allow an expansion to an Office (Not-For-Profit) Use in the B-2 (Local Commercial) District for the property located at 1105 W. Front Street, in Bloomington, PIN: 21-05-410-006.

Mr. Branham presented the Staff Report, with a recommendation to establish the findings of fact that the Site Plan meets the standards and objectives for which the Code is designed and recommend that City Council approve the Site Plan. He stated public site plan review is required to review the zoning and bulk standards as they apply to the site and are intended for larger additions to properties or new construction. He stated the subject property is proposing to construct a one-story, 2,754 square foot addition including additional vehicle parking, noting that the applicant plans to construct the addition in phases to allow continued operation of the existing office. Mr. Branham stated the applicant received a variance for a setback requirement in April 2023 along the northern property line to allow the expansion to extend directly from the existing structure. He noted the existing conditions of the property as well as adjacent zoning and uses. He stated the applicant is proposing a right-turn only exit onto Morris Avenue, which would ultimately be approved by Public Works. He recommended the applicant consider shifting the exit lane slightly south to align better with the exiting traffic lane. He stated stormwater detention would be handled on-site and is identified on the Site Plan.

Scott Rinkenberger, Project Manager (117 Merle Lane, Normal, IL), stated that his team designed the project. He noted that he did not have anything additional to add but was open to any questions from the Planning Commission or public.

Commissioner Beyer noted this is a great expansion project. She expressed concern about pedestrian access from the public sidewalks to the main entrance. She inquired about possibility of adding markings for pedestrians in the parking lot.

Mr. Rinkenberger noted that due to the stormwater detention area they will not be able to connect the sidewalk directly east of the site. He stated that it is potentially feasible to add markings for pedestrians to ensure safety in the parking lot from the south sidewalk/Constitution Trail area.

Commission Chair Boyd closed public hearing.

Commissioner Peradotti made a motion, seconded by Commissioner Krieger, to establish findings of fact that the Site Plan meets the standards and objectives for which the Code is designed, and recommend that City Council approve the Site Plan, for the property located at 1105 W. Front Street, as submitted.

Vice Chair Beyer inquired if Commissioner Peradotti would consider revising his motion to include the pedestrian item for the parking lot.

Commissioner Peradotti revised his motion, seconded by Commissioner Krieger, to establish findings of fact that the Site Plan meets the standards and objectives for which the Code is designed, and recommend that City Council approve the Site Plan, for the property located at 1105 W. Front Street, with the condition that the applicant consider adding pedestrian safety markings in the parking lot.

Roll call.
AYES: Commission Chair Boyd; Commissioner Krieger; Commissioner Muehleck; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Patino.
Motion passed.

The following item was presented:

Item 5.B. **PS-01-24** - Public Hearing, review and action on a request submitted by Bloomington 77 Developments, for approval of a **Preliminary Plan** for Bloomington 77 Development, for the property commonly located north of W. Market St. (State Rte. 9) near the eastern termination of Old Peoria Court, consisting of approximately 77 acres (PIN: 13-36-326-002).

Ms. Pemberton stated that staff and the applicant would like to table the approval of PS-01-24 to the next regularly scheduled meeting in February. She noted the applicant has submitted everything on time and the purpose of the delay is to review the proposed preliminary plan in greater detail. She stated that the proposed preliminary plan has over 700 housing units, which is significantly larger than any other proposed preliminary plans in the past year.

Commissioner Krieger made a motion, seconded by Commissioner Patino, to table Item 5B until the next regularly scheduled Planning Commission meeting.
Roll call.
AYES: Commission Chair Boyd; Commissioner Krieger; Commissioner Muehleck; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Patino.
Motion passed.

New Business
There was no new business.

Adjournment

Commissioner Patino made a motion, seconded by Commissioner Muehleck, to adjourn the meeting.
Roll call.
AYES: Commission Chair Boyd; Commissioner Krieger; Commissioner Muehleck; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Patino.
Motion passed.

The Meeting Adjourned at 4:17PM

CITY OF BLOOMINGTON

________________________________ ________________________________

Commission Chair Justin Boyd

Staff Liaison Alissa Pemberton

CITY OF Bloomington ILLINOIS

REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: January 24, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approval of a Hockey Contract for the Bloomington Arena Between the City of Bloomington and Illinois Hockey Club LLC, as requested by the Arts & Entertainment Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses
Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: After months of negotiations the Arts & Entertainment Department recommends approval of the attached lease agreement with Illinois Hockey Club LLC to bring professional hockey to Bloomington. If approved, the agreement would pave the way for what would be the highest level of hockey the City has ever had, as well as the highest level in the region.

It was announced last week that the East Coast Hockey League (ECHL) had approved an expansion application to add a new team in Bloomington pending City Council approval of a lease agreement. The team, which will be named later in the week following Council consideration, would begin play in October of 2024 and be owned and operated by Hallett Sports & Entertainment. Hallet is the same group that owns the Indy Fuel and the newly expanded Fishers Freight football team, which plays as part of the IFL (Indoor Football League).

The team would pay a total of $5.4 million in rent over the course of the proposed 20-year agreement and it is estimated that the agreement would also generate roughly $750,000 in profit annually for the City based on attendance, revenue, and expense estimates. Keeping in mind, earnings could increase as the team grows and builds its fan base. To further breakdown the agreement, 70% of food & beverage sales, 100% of parking, 80% of hockey suite revenue, and 80% of arena naming rights revenues will remain with the City. The team will keep all gate receipts and Ticketmaster rebates. The City and team will partner on selling naming rights and the team will sell and retain 100% of hockey sponsorship sales.

Following expiration of the initial agreement term, the agreement will renew for consecutive five-year renewal periods on the same terms unless either the Illinois Hockey Club or the City notifies the other party of its intention not to renew.

Tickets will include a $2.50 per ticket facility fee with $1.50 of each ticket used for arena maintenance and renovation. All of the aforementioned terms are standard in the sports and entertainment industry.

The agreement includes performance standards requiring per game average attendance and food and beverage sales of 2,200 people and $20,000 respectively, that the team maintain an ECHL minimum level of play and play a minimum number of games. The team would be in default of the agreement if the standards were not met, or specified default remedies implemented.

If approved, the Bloomington franchise would become the 30th team for the ECHL.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The team will pay rent of $180,000 in year 1, $240,000 in years 6-10, $300,000 in years 11-15 and $360,000 in years 16-20. During hockey events 70% of food & beverage, 100% of parking, 80% of suite revenues, and 80% of arena naming rights revenues would come back to the City with the team getting all gate receipts and Ticketmaster rebates. The city and team would be responsible for selling naming rights and the team would sell and retain 100% of sponsorships.

Tickets will include a $2.50 per ticket facility fee with $1.50 of each ticket used for arena maintenance and renovation. All of the aforementioned terms are standard in the sports and entertainment industry.

We also anticipate that having significant activity in the arena for hockey events on a regular basis will significantly help in attracting other arena users for concerts, sporting events and other uses. It is not unusual for such activity to attract other development to the area.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: ED-5: Enhance tourism based-economic development. ED-4: Enhance the image of Bloomington as a business-friendly community. CF-1: Continue to provide quality public facilities and services. ED-3: Build and maintain a skilled and employable workforce to meet the needs of the current businesses.

Respectfully submitted for consideration.

Prepared by: Gregory Grisham,

ATTACHMENTS:
A&E 1B License Agreement

Arena License Agreement

City of Bloomington – Illinois Hockey Club, LLC

Contents

This ARENA LICENSE AGREEMENT (this "**Agreement**") is entered into this ______ day of _________, 2024 (the "**Effective Date**") by and among the City of Bloomington, McLean County, Illinois, an Illinois municipal corporation ("**City**"), and the Illinois Hockey Club, LLC, an Illinois limited liability company ("**IHC**").

Recitals

WHEREAS, City owns that certain area commonly known as the Grossinger Arena, as further depicted on Exhibit A, attached hereto and incorporated herein (the "**Arena**"), for the benefit of Bloomington, Illinois citizens and Illinois families to provide athletic contests and other types of entertainment, performances, and events that contribute to the educational, recreational, economic, and cultural development of the community (the "**Municipal Purposes**");

WHEREAS, IHC owns and operates a professional hockey team (such team and any successor to, or assignee of, such team, the "**Team**") in the League;

WHEREAS, to accomplish the Municipal Purposes, the City has committed to hold athletic competitions in the Arena and

WHEREAS, IHC desires to use the Facilities for the purpose of conducting Hockey Events, holding Team training and practices, and other reasonably related uses.

NOW THEREFORE, in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements, City and IHC hereby agree as follows:

Article 1. Defined Terms

"Agreement" has the meaning set forth in the preamble.

"APRA" has the meaning set forth in Section 27.01.

"Arena" includes the building identified in Exhibit A and the real property upon which it is located.

"Average Ticket Price" means the average ticket price realized by IHC for the Hockey Season immediately preceding the date of determination and shall be based on the average ticket price of all Regular Season Game tickets sold during that season, net of the Facility Fee. The amount of the Average Ticket Price may increase or decrease from year to year and shall be determinatively established as the amount reported by IHC to the League each year. The calculation of Average Ticket Price shall include discounted tickets, including ticket plans and group tickets, but shall not include complimentary tickets. The initial Average Ticket Price utilized for the inaugural 2024-2025 Hockey Season shall be deemed to be $28.35.

"City" has the meaning set forth in the preamble.

"Claims" shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.

"Common Areas" means those areas within and about the Arena and Real Estate that are held open for public use, including, without limitation, the Parking Facility, hallways, stairwells, elevators, entryways, and sidewalks.

"Confidential Information" has the meaning set forth in Section 27.01.

"Contract Year" means the period from September 1 from one calendar year to August 31 of the subsequent calendar year, except for the first Contract Year, which shall begin on the Effective Date and continue until August 31, 2025.

"Effective Date" has the meaning set forth in the preamble.

"Electronic Marquee" means the large digital signage affixed to outside of the Arena.

"Electronic Signage" means (a) the Electronic Marquee, and (b) scoreboard video, ribbon board messages and all other digital messages displayed inside the Arena, including without limitation TV Messages.

"Excluded Activit(ies)" has the meaning set forth in Section 10.17.

"Facilities" means, individually or collectively, (a) the entirety of the Arena including but not limited to the seating and access thereto, the playing surface, Team Locker Room, Visiting Team Facilities, the Team store and Common Areas; provided that "Facilities" shall not include those areas that are not directly related to Hockey Events, including, without limitation, kitchen facilities, designated spaces like offices that are not specifically provided for IHC's uses, boiler rooms and other areas reasonably deemed private by City; and (b) other areas of the Arena as may be designated or approved from time to time at the commercially reasonable discretion of City for IHC's use.

"Facility Fee" has the meaning set forth in Section 10.01.

"Force Majeure" means any event beyond the reasonable control of the party affected (or any employee, representative, agent or independent contractor of the party affected) that prevents or delays such party's performance of its obligations (other than its obligations to make payments of money) under this Agreement, including strikes, lockouts, work stoppages, labor unrest, transportation stoppages, riots, wars, terrorism, acts of military authorities, national or state emergencies, floods, fires, earthquakes, tornadoes or acts of God, including without limitation pandemics, epidemics or shelter-in-place orders

"Goodwill Obligation" means IHC's obligation to neither enter into an agreement with any person or entity regarding the Arena nor use the Arena in a manner that will materially injure or damage the reputation and/or goodwill of IHC or the City, as applicable.

"Hockey Equipment" has the meaning set forth in Section 6.01.

"Hockey Event(s)" means, individually or collectively, Home Games together with pre-game and post-game events, festivities, activities and set-up occurring on the same day as Home Games, which Hockey Events shall typically occur within a six (6) hour period (the "**Hockey Designated Time**"), unless otherwise agreed by City.

"Hockey Season" means, subject to adjustment by the League, (a) the period from approximately October 1 to April 30 each Contract Year of this Agreement, and (b) if the Team plays in the post-season, the Postseason Period of each Contract Year of this Agreement.

"Home Game(s)" means any Pre-Season Game, Regular Season Game or Play-Off Game scheduled by the League and/or IHC to be played as a home game during the Term of this Agreement.

"IHC" has the meaning set forth in the preamble.

"IHC IP" has the meaning set forth in Section 12.03.

"IHC Promotions" means agreements for promotional activities during Hockey Events such as audio, advertisements, announcements, videos, displays, kiosks or tables inside or upon the large digital sign affixed to the Arena, or, upon prior written approval of City, other areas outside the Arena.

"Initial Term" has the meaning set forth in Section 18.01.

"Interior Naming Rights" means the naming rights pertaining to the interior sponsorship of the Arena and other areas mutually determined by the parties, and all related rights thereto.

"Laws" means all applicable federal, state and local statutes, ordinances, laws, rules, regulations, covenants and declarations, including but not limited to those relating to the environment, safety, security, occupancy, sanitary, and health requirements, fire and safety codes and use of the Arena.

"League" means the ECHL hockey league, its successor, or any other equal or higher level professional hockey league to which the Team may participate.

"License Fee" has the meaning set forth in Section 20.01.

"Locker Room Budget" has the meaning set forth in Section 5.04.

"Manager" means the currently designated City entity or any successor appointed by City to serve as Manager.

"Mediation Deadline" has the meaning set forth in Section 33.01.

"Merchandise" has the meaning set forth in Section 12.01.

"Municipal Purposes" has the meaning set forth in the recitals.

"Naming Rights Package" means the right of a third party to have its name placed prominently on the exterior of the Arena, other locations on the outside and inside of the Arena, all as agreed to by and among IHC, City and such third party.

"Naming Rights Sponsor" means the third party (which may change from time to time) who acquires the Naming Rights Package.

"Other Event(s)" means any event occurring at the Arena that is not a Hockey Event.

"Other Event Promotions" means agreements for promotional activities occurring at times other than during Hockey Events such as audio, advertisements, announcements, videos, displays, kiosks or tables inside or outside the Arena and on the large digital sign affixed to the Arena.

"Parking Facility" means that certain parking property or properties generally located at and about the Arena that shall be made available during Hockey Events, for a charge, to park automotive transportation.

"Permanent Signage" means signs with printed content affixed in a permanent manner inside the Arena.

"Play-Off Game(s)" means any one of a series of Team home hockey games scheduled by the League to occur after the close of a Regular Hockey Season during the Postseason Period to determine the ultimate champion of the League for such season.

"Postseason Period" means, subject to change by the League, generally the months May, June and July.

"Pre-Season Games" means any Team home hockey game, except intra-squad games, played by IHC prior to the first Regular Season Game during each Hockey Season.

"Premium Seating

" means manifested seats (including bar stools) in the Arena with respect to suites for all Hockey Events at the Arena for which tickets are sold. **Premium Seating** shall also include any tickets a suite holder may purchase in addition to their manifested seats (e.g., standing room only tickets).

"Regular Hockey Season" means the period from the opening of the Regular Season Games to and including the last regularly scheduled Regular Season Game as set forth in each annual schedule established by the League, but exclusive of any Pre-Season Games and Play-Off Games.

"Regular Season Games" means each hockey game played by the Team as part of the Regular Hockey Season.

"Required Changes" has the meaning set forth in Section 5.06.

"Signage" means collectively (a) Permanent Signage, (b) Temporary Signage, and (c) Electronic Signage.

"Signage Fulfillment" has the meaning set forth in Section 13.10.

"Sponsorships" means written agreements between IHC and third parties for (a) Signage, (b) the Naming Rights Package, (c) Interior Naming Rights, and (d) IHC Promotions, all of which shall be entered into in compliance with the Goodwill Obligation.

"Suite Fair Market Value" has the meaning set forth in Section 10.11.

"Team" has the meaning set forth in the recitals.

"Team Locker Room" shall mean the area depicted on Exhibit A, including, without limitation, the showers, toilets, coach's office, equipment room and trainer's room located therein.

"Temporary Signage" means printed content on banners and flags of a fireproof material placed inside the Arena.

"Term" has the meaning set forth in Section 18.01.

"City Insured Parties" has the meaning set forth in Section 23.01(a).

"City IP" has the meaning set forth in Section 12.03.

"Training Equipment" has the meaning set forth in Section 5.04.

"TV Messages" means video and audio messages on the TVs located throughout the Arena.

"VIP Areas" means those areas designated by IHC and City as hospitality areas within the Facilities.

"Visiting Team Facilities" has the meaning set forth in Section 5.05.

Article 2. Purpose & Scope

Section 2.01 Occupying the Facilities. IHC shall be granted and shall have during the Term the right and license to use and occupy the Facilities in accordance with this Agreement. Except as set forth in Section 2.04, nothing in this Agreement shall be construed to permit IHC to use the Facilities for uses other than Hockey Events without City's prior written consent; provided, however, subject to Section 5.04, IHC shall be entitled to full use of the Team Locker Room and the Team store throughout the Term notwithstanding the occurrence of a Hockey Event.

Section 2.02 No Conflict. IHC's use of the Facilities pursuant to this Agreement and City's use of the Arena in all other respects shall be conducted in such a way to minimize conflict with the other party's revenue generating activities. IHC and the City acknowledge and agree that Hockey Events will not be deemed to conflict with the Municipal Purposes.

Section 2.03 Approval of Certain Events. Any non-IHC hockey games where spectators are charged to attend the event (e.g., youth hockey, USA Hockey, ISHA hockey, and NCAA hockey), must be first approved by IHC, in its sole discretion. Notwithstanding the foregoing, IHC hereby approves any non-professional, K-12 hockey games and collegiate events, including events hosted by Illinois State University and Illinois Wesleyan University.

Section 2.04 Survival of Terms. All rights and obligations created under the terms and conditions of this Agreement shall not extend beyond the Term except to the extent necessary to preserve the intent of the parties, including, without limitation, the rights and obligations of the parties in the following provisions: Article 23 (Insurance) and Article 24 (Indemnification & Defense).

Section 2.05 No Ownership Rights. Anything herein to the contrary notwithstanding and without limiting IHC's rights under this Agreement, IHC shall not acquire any ownership property rights whatsoever in:

(a) the Arena; or

(b) any existing equipment, furniture, fixtures, or other improvements currently located inside or outside the Arena, including, without limitation, equipment used to display Signage and advertising.

Article 3. Covenants

Section 3.01 Good Standing. During the Term, IHC shall maintain its membership in good standing with the League. For purposes of clarity, IHC may in its sole discretion (a) move the Team from time to time to a League that is different from the League in which it then currently competes, or (b) replace the Team with a different hockey team that participates in the League or any League that is different from the League in which it then currently competes; provided any such new League in which the Team or its successor participates is either (x) a successor to the League in which the Team then currently competes and is reasonably equivalent in terms of the level of hockey competition, or (y) is a League that is equal to or higher in quality of hockey than that in which the Team then currently competes. If IHC ceases to be a member in a League, this Agreement shall terminate, and, unless IHC has filed for bankruptcy, IHC shall be exclusively liable for the continued payment of the License Fee pursuant to Article 20 and for any obligations pursuant to provisions of this Agreement that by their express terms or nature survive termination.

Section 3.02 City Compliance. City shall comply in all material respects with the Laws. City shall not enter into any agreements which would materially and adversely affect IHC's right to use the Facilities for the Hockey Events during the Term.

Section 3.03 IHC Compliance. IHC shall comply in all material respects with the Laws. IHC shall, at its sole cost and expense, obtain all permits and licenses (e.g., pyrotechnics) necessary to legally hold Hockey Events, and shall provide copies of the same to City prior to the date of any such Hockey Event requiring a permit or license. Provided that City does not believe, in its commercially reasonable discretion, that the activity subject to such permit will cause personal injury, property damage, increase insurance premiums or alter the Arena, City agrees to reasonably cooperate with IHC in its efforts to obtain required permits/and or licenses, and shall not actively oppose the grant of the same.

Article 4. Scheduling

Section 4.01 Scheduling of Other Events. Except as otherwise provided in this Agreement, City reserves the right to schedule the dates and times of use of the Arena with respect to Other Events in its sole and absolute discretion.

Section 4.02 Hockey Events - Regular Season Games. No later than November 25th of each Contract Year, City shall furnish IHC with at least seventy-two (72) proposed dates and times when Regular Season Home Games may be played during the following Hockey Season (currently commencing mid-October, thru April of the following year), and hold these dates open for potential IHC Home Games. At least seventy percent (70%) of those dates shall fall on Friday or Saturday evenings. Notwithstanding the foregoing, for the initial Contract Year, the dates furnished by the City shall be due no later than December 31, 2023.

(a) No later than thirty (30) days after the League releases its schedule of Regular Season Games, or upon earlier notice from IHC, all dates when no home game is scheduled shall be released and the City may proceed with scheduling Other Events on these dates.

(b) If prior to thirty (30) days after the League releases its schedule of Regular Season Games IHC learns that an offered date will not be used of a home game, IHC shall make every reasonable attempt to promptly notify City that the date is available for the City to schedule Other Events.

(c) IHC shall promptly notify City in writing of the (i.) dates of Home Games to be played at the Arena, and (ii.) in the instance described in subsection (b) above, the date(s) not required for Home Game(s).

Section 4.03 All such scheduled dates for Regular Season Games shall be reserved for IHC, provided that such dates are consistent with the tentative dates originally provided to City pursuant to this Section 4.02. All other tentative dates held for use for Regular Season Games shall no longer be held for IHC and will become available for use for Other Events.

Section 4.04 Pre-Season Scheduling. The parties acknowledge and agree that (a) Pre-Season Games are not scheduled by the League and it will not be possible to ascertain the desired dates for such Pre-Season Games until near the beginning of each Regular Hockey Season, and (b) the parties will timely work, mutually and in good faith, to assist and cooperate with each other to schedule dates (if any) for Pre-Season Games; provided that Pre-Season Games may only be scheduled during dates and times in which the Arena is available.

Section 4.05 Postseason Scheduling. The parties acknowledge and agree that (a) Play-Off Games may occur from year to year during the Postseason Period depending on the success of the Team during the Regular Hockey Season, (b) it will not be possible to ascertain whether dates will be required by the Team for Play-Off Games until near the end of each Regular Hockey Season, and (c) the parties will timely work, mutually and in good faith, to assist and cooperate with each other in order to schedule dates for Play-Off Games. For each Contract Year, City will reserve at least fifty percent (50%) of all available weekends in the Postseason Period for Play-Off Games. All such reserved weekends shall include (y) an immediately succeeding Friday, Saturday, and Sunday, and (z)(i) an immediately succeeding Monday, Tuesday and Wednesday, or (ii) an immediately preceding Wednesday and Thursday. Weekends reserved for Play-Off Games shall be evenly disbursed throughout the Postseason Period with no more than ten (10) days in between reserved dates.

Section 4.06 Release of Dates. Within five (5) business days after preparation of the League schedule for each round of Play-Off Games in which IHC participates, IHC shall notify City in writing of the dates scheduled for Play-Off Games in such play-off round, and other tentative dates through the end of such round shall be released and shall become available for use for Other Events that may be scheduled for the Arena. As soon as it is reasonably clear that IHC will not play in Play-Off Games in any Hockey Season, such tentative dates reserved pursuant to Section 4.04 shall be released and shall become available for use by City. IHC and City agree to consult and reasonably cooperate to resolve any conflicts or disputes arising from the scheduling of Play-Off Games.

Section 4.07 Cancellations. IHC shall give City prompt notice of any Home Game cancellations or other schedule changes. In the event a game is cancelled or postponed, IHC and City shall work together in good faith to reschedule the cancelled or postponed game to another date.

Section 4.08 Release of Events. In the event of a strike, work stoppage, League shutdown, or similar event which prevents IHC from playing hockey or otherwise presenting Hockey Events, IHC shall release dates to City once it is determined by IHC that IHC will be unable to hold a Hockey Event on such date.

Section 4.09 Use of Ice Surface. IHC shall have use of the ice surface at the Arena for at least one hour before and after each Home Game. On the day before a Hockey Event, to the extent reasonably available, IHC and the visiting hockey team shall have use of the ice surface at the Arena from 10:00 AM CT to 1:00 PM CT.

Article 5. Facilities

Section 5.01 City Access. Subject to IHC's rights under this Agreement, City shall retain the right to control, manage, schedule, and operate the Arena, including the Facilities. When accompanied by IHC's designee, City's designee may enter the Team Locker Room and Team store at reasonable times, provided that an IHC designee shall not be required to be present in the case of an emergency requiring prompt action by City.

Section 5.02 Hockey Events. During Hockey Events scheduled pursuant to this Agreement, IHC shall have use of the Facilities for such Hockey Events, including, without limitation, use of VIP Areas, space for pre-game and post-game hospitality events, the Visiting Team Facilities, referee locker room, and press room, as depicted in Exhibit A to this Agreement. City and IHC respectively acknowledge that extenuating circumstances may require flexibility from time to time in the exact times of practices for the Team and visiting hockey teams. The parties shall mutually work together in good faith to minimize disruptions to scheduled practices.

Section 5.03 VIP Areas. During Hockey Events, IHC shall have the use of VIP Areas and other space within the Facilities for pre-game and post-game hospitality events occurring within the Hockey Designated Time.

Section 5.04 IHC Exclusive Use Areas; IHC Kiosks. Throughout the Term, IHC shall have the exclusive use of the Team Locker Room and Team store, which Team store may be closed by City during certain other activities. IHC may install, at its sole option, a whirlpool, exercise/weight training and other athletic and/or hockey equipment in the Team Locker Room (the "**Training Equipment**"), and City shall furnish the remainder of the Team Locker Room as a standard locker room subject to the budget approved by City for such Team Locker Room (the "**Locker Room Budget**"). Any cost to furnish the Team Locker Room greater than the Locker Room Budget, shall be the liability of IHC. IHC shall additionally maintain the Training Equipment in good working order or cause the Training Equipment to be removed from the Team Locker Room. IHC shall furnish the Team store subject to City's prior approval and fixtures shall become the property of City upon the termination of this Agreement or expiration of the Term. IHC may also maintain kiosks and tables for products sales/promotions during Hockey Events and all other activities, as more fully set forth in this Agreement; provided, however, during Other Events, IHC (a) may only maintain kiosks to promote Home Games and/or the Team, and (b) shall, at all times, be liable for its kiosks, notwithstanding any other provision of this Agreement.

Section 5.05 Visiting Team Facilities. During Hockey Events, IHC shall have exclusive use of the visiting team locker room, showers, and toilets (the "**Visiting Team Facilities**") and, if the Visiting Team Facilities are not being used for an Other Event, the Visiting Team Facilities shall be available to IHC and its designees one (1) day prior to such Hockey Event.

Section 5.06 Maintenance - Premises Generally & Common Areas. City shall use diligent efforts to ensure that (a) the Arena remains in compliance with the Laws, (b) are clean and in good operating condition, ordinary wear and tear excepted for a building of this type used for the intended uses, including for League professional hockey exhibitions. Without limiting the foregoing, City covenants and agrees that it shall carry out regular maintenance of the Arena, including all necessary cleaning and repairs, except as otherwise provided in this Agreement. City shall be responsible for the cost of any improvements or changes (subject to prior IHC approval) to the Arena resulting from or by reason of any change in League requirements concerning player or fan (invitee) safety, digital connectivity or fair play that, individually, do not exceed $50,000 (individually or collectively, "**Required Changes**"). IHC shall be responsible for all other cost of any improvements or changes to the Arena resulting from or by reason of any change in League requirements that do not constitute Required Changes. Moreover, except as otherwise stated herein, IHC shall be responsible for the cost of any improvements or changes (subject to prior City approval) to the Arena (a) necessitated by any act or neglect of IHC, the Team, or any visiting hockey team and/or (b) resulting from or by reason of any other invitee of IHC or the Team, except paying ticket holders and except for such ordinary repairs which are caused by normal hockey team play. Moreover, City shall keep and maintain all Common Areas in a clean, open and safe condition consistent with the Laws. IHC will not impair or impede use of the Common Areas around or within the Arena and shall otherwise position its tables and kiosks in compliance with the Laws.

Section 5.07 Practice. During Hockey Season, IHC shall have use of an ice surface either at the Arena or the Bloomington Ice Center for at least one hour every day for Team practices. On the day before an Event and on the Event day, IHC and the visiting hockey team shall have use of an ice surface either at the Arena or the Bloomington Ice Center for a total of three (3) hours combined on the morning (between 10:00 AM CST and 1:00 PM CST) of each of those days for purposes of Team and visiting team practices.

Article 6. Equipment

Section 6.01 City Equipment. City shall provide the use of and maintain in good working order the following equipment (individually or collectively, the "**Hockey Equipment**"):

(a) Public address sound system;

(b) Ice making equipment;

(c) Dasher boards;

(d) Protective glass (e.g., Plexiglas), goals, and penalty box;

(e) Netting on both ends of the hockey rink in the Arena;

(f) Officials' areas;

(g) Goals, goal nets, netting, and judge lights;

(h) Two (2) Zambonis;

(i) Scoreboard (and any other scoreboard later installed, as applicable);

(j) Ancillary hockey equipment customarily provided in other League home arenas;

(k) Seating areas;

(l) Secure internet connection for the Team store, Team Locker Room and visiting team locker room; and

(m) Secure video feed for Team Locker Room and visiting team locker room.

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Section 6.02 City Repair Obligation. City shall be responsible for normal wear and tear, damage, casualty losses, replacement, and other impairments of the Hockey Equipment, provided that IHC shall be responsible for (a) damage to the protective glass during Hockey Events (excluding for purposes of clarity, normal wear and tear) and (b) damage to the Hockey Equipment caused by the Team or the visiting team (excluding for purposes of clarity, normal wear and tear).

Section 6.03 League Standards. The Hockey Equipment listed at Section 6.01(c), (d), (e) and (g) shall meet League standards and customary levels as communicated in writing by IHC.

Section 6.04 Ice Surface Maintenance. For Home Games, City shall provide and maintain an ice surface that meets League standards and customary levels.

Section 6.05 In-Ice Signage. IHC shall pay all costs associated with in-ice signage; provided that, when City removes ice during the Hockey Season, City shall pay all costs associated with replacing in-ice signage, unless removed at the request of IHC.

Section 6.06 Abandoned Property. Forty-Five (45) calendar days after the termination or expiration of this Agreement, any property left in the Arena by IHC, including, without limitation in the Team Locker Room, Team store and other areas, shall become property of City to be utilized or disposed of at City's discretion. IHC shall be responsible for any reasonable out-of-pocket disposal costs, which amounts shall be paid to City within thirty (30) days of City providing an invoice for any such expenses. This Section 6.06 shall survive termination of this Agreement.

Article 7. Crowd Behavior

Section 7.01 Ejection of Invitees. City reserves the right to eject any unruly or disruptive person from the Arena. City shall use best efforts to remove or reject any such person in a manner that is as minimally disruptive as possible under the circumstances.

Article 8. Personnel, Responsibilities & Coordination

Section 8.01 Cooperation. IHC and City will work jointly to provide a quality entertainment experience with respect to the Arena. City has initially retained the Manager to manage and operate the Arena, and IHC and representatives of the Manager shall regularly meet to discuss operation of the Arena with respect to Hockey Events. Upon reasonable request of IHC, City shall make available City representatives to meet concerning IHC's use of the Arena.

Section 8.02 Employees and Contractors. IHC and City will pay their respective employees and contractors wages and/or fees without any expectation of reimbursement from the other party.

Section 8.03 City Year-Round Employees and Contractors. Throughout the Term during normal business hours, City shall provide employees and contractors for:

(a) Ticket management, ticket sales (located at the Arena box office on game days and the Bloomington Center for Performing Arts on non-game days), and customary box office services;

(b) Housekeeping/janitorial and building maintenance services in the Arena; and

(c) Security as customarily provided with respect to the Arena.

Additionally, City shall provide sixty (60) reserved parking spaces located in the Butler Lot (See Exhibit A) for IHC employees and personnel.

Section 8.04 City Employees and Contractors. During Hockey Events, City shall provide employees and contractors for:

(a) Ticket sellers in the Arena box office (to the extent IHC utilizes the Arena's contracted, exclusive automated ticketing partner for the sale of all individual tickets for the sellable capacity for all Hockey Events and Other Events via any and all means and methods, including on the Internet, by telephone, computer, IVR, outlets, television, clubs, auctions, VIP packages, presales, upsells, or by any other means of distribution, whether existing now or at any time in the future), ticket takers, parking attendants, concessionaires, ushers, and security inside and outside the Arena to meet reasonable League standards;

(b) Ice surface maintenance, set-up, and take-down to meet reasonable League standards;

(c) Pre-game and post-game housekeeping/janitorial to meet reasonable League standards;

(d) Medical personnel (and ambulance) for spectators/guests and at least two (2) AED units to meet reasonable League standards; and

(e) Lighting and sound technician personnel, provided that IHC shall reimburse City for its actual costs incurred.

Section 8.05 IHC Year Round Employees and Contractors. Throughout the Term, IHC shall provide employees and contractors for:

(a) Its professional hockey and business operations;

(b) Sales, marketing, and creative services;

(c) Inventory maintenance and staffing for the Team store;

(d) Accounting and bookkeeping, as needed; and

(e) Ticket sellers, concierge and other service providers necessary for a VIP experience in the VIP Areas; provided, however, that City shall be exclusively responsible for all concession and concession sales in such VIP Areas.

Section 8.06 IHC Home Game Employees and Contractors. For Home Games, IHC shall provide employees and contractors for:

(a) A men's professional ice hockey game between the Team and League opponent in conformity with League rules and regulations;

(b) Players, coaches, trainers, and uniforms/equipment to meet League standards and customary levels;

(c) Referees and other League contractors to meet League standards and customary levels;

(d) Medical personnel (and ambulance), including EMT(s), for players to meet League standards and customary levels;

(e) Game operations to meet League standards and customary levels;

(f) IHC kiosk and table sales and customer services; and

(g) Audio/video/camera operators, scoreboard and ribbon board operator/s, and public address personnel to meet League standards and customary levels.

Section 8.07 Pre/Post-Game Activities. For the avoidance of doubt, IHC shall be entitled to use the Facilities during Hockey Events (e.g., skate with players, VIP events). Unless otherwise approved by City, the pre/post-game activities shall occur within the Hockey Designated Time.

Section 8.08 Extended Hockey Events. IHC shall be responsible for any incremental costs actually incurred by City from IHC activities that (a) materially extend beyond the Hockey Designated Time, and (b) are scheduled to occur on dates other than on the day of Hockey Events.

Article 9. Concessions

Section 9.01 Concessionaire. City shall identify an entity to oversee and provide concessions at the Arena (the "**Concessionaire**"). City shall approve in its commercially reasonable discretion and cause the Concessionaire to (a) contract with parties who provide Sponsorships for the Arena, so long as the material terms and conditions are commercially reasonable, and (b) reasonably cooperate with IHC to provide for promotions from time to time, so long as the material terms and conditions are commercially reasonable. Upon request of IHC, City shall provide (or require the Concessionaire to provide) all requested accounting information required by IHC to verify the sales and revenue for concessions at Hockey Events.

Section 9.02

Section 9.03 Food and Beverage Revenues. City shall be entitled to retain seventy percent (70%) of all revenue generated from food and beverage sales at the Arena and IHC shall be entitled to thirty (30%) of all revenue generated from food and beverage sales at the Arena during IHC events. For purposes of clarity and notwithstanding the foregoing, IHC shall be entitled to retain one hundred percent (100%) of all Sponsorship revenue resulting from any Food and Beverage Sponsorship (as distinct from revenue resulting from sales of beverages), excluding the Sponsorship revenue from the City's agreement with Coca Cola to sell only Coke products, which shall be solely retained by the City. Any future pouring rights agreements, whether with Coca Cola or another beverage provider, shall also be retained solely by the City IHC shall be entitled to revenue from a hockey-specific advertising agreement with Coca-Cola or any other beverage provider to which the City has provided pouring rights, but only to the extent that such revenue is in addition to the City's revenue from any pouring rights agreement.

Section 9.04 No Other Beverage or Food Sales. With the exception of the Food and Beverage Sponsorship, without City approval, IHC shall not sell any food and beverage items in the Arena.

Article 10. Ticketing, Parking & Premium Seating

Section 10.01 Ticket Prices. IHC shall determine the prices and terms upon which Hockey Event tickets shall be sold; provided that IHC shall charge a two dollars and fifty cent ($2.50) facility fee (the "**Facility Fee**") for each Hockey Event ticket actually paid for and not refunded, including tickets sold outside the box office such as ticket plans and group tickets. City agrees that one dollar and fifty cents ($1.50) of each ticket shall be held by City in a capital reserve account and held for future renovations and/or maintenance of the Arena.

Section 10.02 Ticket Database. City will endeavor to cause its ticketing contractor to work with IHC, including, without limitation, utilizing the ticketing contractor's database information for sales and marketing purposes.

Section 10.03 Ticket Sales. Except for the Facility Fee, City shall not add service charges to ticket sales for Hockey Events. Except for the Facility Fee as further described above and Premium Seating as further described below, IHC shall be entitled to retain one hundred percent (100%) of (a) all ticket sale revenue generated from each Hockey Event, including, without limitation, party suite tickets, and (b) all amounts related to fees/refunds/rebates for Ticketmaster (or any successor) and/or box office fees for Hockey Events during the Term.

Section 10.04 Ticket Expenses. IHC shall be responsible for the cost of Hockey Event ticket stock.

Section 10.05 Bad Debts. City shall be responsible for any bad charges from Hockey Event ticket sales, unless IHC does not use City's ticketing system for such Hockey Events. City shall not accept checks for payment of ticket sales.

Section 10.06 Ticket Refunds. IHC shall be responsible for reimbursing City for the amount of any Hockey Event ticket refunds.

Section 10.07 City & IHC Ticket Sale Authorization. For clarity, City shall only be authorized to sell single Hockey Event tickets in accordance with Section 8.04(a) (as opposed to group sales, partial ticket plans, season tickets and Premium Seating tickets, which IHC shall have the exclusive right to sell).

Section 10.08 Parking Fees. City shall be entitled to retain one hundred percent (100%) of all parking revenue generated from the Parking Facility in connection with Hockey Events. During the first full five (5) Contract Years, City shall not charge, and shall cause any applicable vendor or agent not to charge, more than ten dollars ($10) per vehicle for Hockey Event parking. Thereafter, any increases in the rate of Hockey Event parking shall be commercially reasonable and consistent with parking charges at facilities like the Arena and for events like minor league hockey games; provided, however, the percentage increase in the parking charge shall not exceed the percentage increase in the CPI-U Midwest Region, as determined by the Bureau of Labor Statistics or its successor (the "**CPI**"), from the first Contract Year to the fifth Contract Year (encompassing the initial 5 year period).

Section 10.09 Parking for Event Customers. City shall provide a reasonable number of parking spaces and reasonable locations for Hockey Event customers.

Section 10.10 Premium Seating Revenue. IHC has the sole and exclusive right to sell Premium Seating. Subject to Section 10.14, City shall be entitled to eighty percent (80%) of the gross revenue generated from the sale of Premium Seating, but City shall be responsible for reimbursing IHC as set forth in Section 10.11 below. Subject to Section 10.14, IHC shall be entitled to twenty percent (20%) of the gross revenue generated from the sale of Premium Seating, but IHC shall bear one hundred percent (100%) of the cost of the related commissions/marketing expenses.

Section 10.11 Premium Seating Tickets. Notwithstanding the foregoing, City shall be responsible for (a) furnishing tickets for manifested and sold Premium Seating for Other Events, and (b) reimbursing IHC for manifested and sold Premium Seating to Hockey Events. The parties have agreed that, in determining the amount owed pursuant to Section 10.11(b), (i) the value of each such ticket shall be based on the Average Ticket Price (which shall be agreed to be $25 or the actual ticket price, whichever is higher for the inaugural 2024-2025 Hockey Season), and (ii) each suite requires a number of tickets depending on size and manifested seats. City shall not be responsible for reimbursing IHC, and IHC shall furnish at no charge, tickets for Pre-Season Games and Play-Off Games. City shall furnish at no charge a minimum of one parking pass for up to every four (4) manifested Premium Seating seats sold. IHC shall be entitled to offset amounts owed pursuant to this Section 10.11 against amounts owed to City for its eighty percent (80%) portion described in Section 10.10 above, provided, however, such offset shall be clearly documented and provided to City for review.

Section 10.12 Premium Seating During Other Events. To the extent that tickets for Other Events is included for Premium Seating, the agreement for such tickets, unless otherwise mutually determined by City and IHC, shall (a) require the licensee for such Premium Seating to request tickets to Other Events by a date certain (for example and without limitation, at least 120 days prior to the Other Event), and (b) state that licensees of Premium Seating relinquish tickets to such Other Events if the licensee does not request tickets by such date certain. Notwithstanding anything in this Agreement to the contrary, Premium Seating packages shall not include any tickets to "Excluded Activities", as set forth in Section 10.17, below.

Section 10.13 Specific Suites. IHC and City shall each respectively have one reserved suite within the Premium Seating free of charge and without any additional cost. Hockey Event tickets shall be furnished to the manifested seats within the suite reserved for IHC and City free of charge and the reimbursement described in Section 10.10 shall not apply.

Section 10.14 Party Suites; Additional Suite Tickets. With respect to party suites and any additional tickets sold to suite holders which do not appear on the manifest, IHC shall be entitled to (a) as described in Section 10.03 above, one hundred percent (100%) of all ticket sale revenue generated from each Hockey Event during the Term (including, without limitation, box office fees, and ticket provider rebates), and (b) twenty percent (20%) of all ticket sale revenue generated from each Other Event during the Term if sold by the team.

Section 10.15 Interior Naming Rights. IHC shall be entitled to retain one hundred percent (100%) of the revenue generated from the sale of Interior Naming Rights during the Term of this Agreement. IHC shall have the exclusive right to sell the Interior Naming Rights, subject to City's commercially reasonable approval.

Section 10.16 Operating Requirements. Subject to Force Majeure events, IHC shall use commercially reasonable efforts to (1) achieve an average attendance of 2,200 people per game; (2) meet or exceed an average food and beverage revenue of $20,000 per game; (3) maintain an ECHL franchise or higher; and (4) play the minimum number of games each season as required by the franchise (the "**Operating Requirements**"). In the event of a failure to meet the Operating Requirements over the course of one (1) Hockey Season not due to Force Majeure events, IHC may cure said default by paying the City 70% of the difference of the actual food and beverage revenue received under the per game average of $20,000, which difference shall be paid to City within ninety (90) days after the end of the applicable Hockey Season. In the event that the average attendance was not met, but the average food and beverage revenue was met, IHC shall respond with an action plan to increase attendance at games to cure such default. For the avoidance of doubt, for purposes of this Section 10.16, ticket sales shall equate to the actual number of tickets sold rather than the ticketed attendees that attend Hockey Events during the Hockey Season.

Section 10.17 Excluded Activities. The parties acknowledge and agree that, with respect to Premium Seating, certain events shall be excluded from comprehensive packages like those that may be sold for licensees to use suites. As used in this Agreement, "**Excluded Activit(ies)**" means and includes extraordinary events whose organizers require, as a condition of using the Arena, exclusive control of all or substantially all suites. If an Excluded Activity is held in the Arena, City shall, to the extent reasonably possible, offer licensees of Premium Seating an opportunity to purchase tickets to such Excluded Activity. Other Events that are deemed Excluded Activities may include for example and without limitation, NCAA events, NFL events, private events, conventions, trade shows, political events, charitable events, graduations and other non-recurring events. Licenses for Premium Seating shall specifically state that City shall have the right to utilize Premium Seating for Excluded Activities without giving prior notice to or obtaining consent from the licensee.

Article 11. Event Settlement

Section 11.01 Collections of Ticket Sales and Food and Beverage Revenues. City shall collect on behalf of IHC and pay to IHC within ten (10) calendar days of each Hockey Event the face value of all single Hockey Event tickets sold in connection with such Hockey Event and IHC's portion of the Food and Beverage Revenues, in accordance with Section 9.03, above. City shall collect on behalf of IHC and pay to IHC within ten (10) calendar days of receipt all single Hockey Event ticket rebates, together with a reasonably detailed report with respect to the rebates.

Section 11.02 Facility Fee Payments. City shall be entitled to offset the Facility Fee amount owed to City against amounts owed to IHC pursuant to Section 11.01; provided, however, such offset shall be clearly documented and provided to IHC for review.

Article 12. Merchandising & Intellectual Property

Section 12.01 Sale of Team Merchandise. IHC shall have the right to sell and retain one hundred percent (100%) of all revenues from sales of Team-related products including programs, promotional equipment and materials, novelties, and other related items whether sold through the Team store, online, tables, kiosks or any other means (the "**Merchandise**") regardless of whether such sales occur before, during or after Hockey Events.

Section 12.02 Restrictions on Merchandise. City reserves the right to prohibit sales of Merchandise in the Team store that it determines, in its reasonable discretion, violates the Goodwill Obligation.

Section 12.03 Intellectual Property Ownership. IHC and City acknowledge and agree that (a) all trademarks, service marks, copyrights, logos, and names related to the Arena (collectively, "**City IP**") are the sole and exclusive property of City, and (b) all trademarks, service marks, copyrights, logos, and names related to the Team and/or IHC (collectively, "**IHC IP**") are the sole and exclusive property of the League or IHC, as applicable. Subject to the terms of this Agreement, City shall not use IHC IP, and IHC shall not use City IP, without permission of the applicable owner. Notwithstanding the foregoing, and for no additional consideration and for the duration of the Term, (x) City expressly licenses to IHC, City IP in connection with Merchandise and other activities of the Team that are not contrary to the Municipal Purposes, provided that the Merchandise also contains IHC IP or other intellectual property of IHC or its designee, and (y) IHC expressly licenses to City IHC IP in connection with City's marketing and promotion of the Team or the Arena, provided that such marketing and promotion also contains City IP or other intellectual property of City or its designee. For purposes of quality control and maintaining active ownership and control of the respective City IP and IHC IP, each party shall have the right to review the types and quality of merchandise sold. If, in the commercially reasonable judgment of a party, the other party is selling merchandise that is not of a satisfactory type or quality and that potentially violates the Goodwill Obligation, the party may require the other party to (i) refrain from selling any such product; or (ii) remove City IP or IHC IP, as applicable, from such product. IHC shall have up to six (6) months following the date of termination of this Agreement to continue selling Merchandise inventory bearing City IP existing at the time of such termination. This Section 12.03 shall survive termination of this Agreement.

Section 12.04 Retention of Intellectual Property. Except as provided in this Agreement, nothing in this Agreement shall be deemed to provide IHC with any rights in the intellectual property currently or in the future owned by City. Therefore, City retain all intellectual property rights including but not limited to trademark rights, copyrights and common law rights in, including but not limited to, its logo, name and colors and does not grant any form of license whatsoever to IHC for the use of such intellectual property rights outside the very limited use that is granted in this Agreement. Likewise, nothing in this Agreement shall be deemed to provide City with any rights in the intellectual property currently or in the future owned by IHC, its parent company or any subsidiary or affiliate of IHC. Therefore, IHC retains all intellectual property rights including but not limited to trademark rights, copyrights and common law rights in, including but not limited to, its logo, name and colors and does not grant any form of license whatsoever to City for the use of such intellectual property rights outside the very limited use that is granted in and made necessary in this Agreement.

Section 12.05 Sponsorship Requirement. IHC shall include in its Sponsorship agreements a requirement that the applicable third-party sponsor (a) grant to City and IHC, the right to use its applicable intellectual property related to such Sponsorship; and (b) represent and warrant to IHC that such third-party sponsor has the right and authority to provide such license to City and IHC.

Article 13. Naming Rights, Sponsorships & Promotions

Section 13.01 Naming Rights Package. City and IHC shall work together to sell the Naming Rights Package, subject to City's final approval of the terms and conditions thereof. The revenue from the Naming Rights Package shall be split eighty percent (80%) in favor of City and twenty percent (20%) in favor of IHC, after deducting any applicable third-party commissions to which IHC and City agree in writing to incur. City will bear one hundred percent (100%) of all costs and expenses related to (a) installing and affixing Signage and maintaining the medium on which Signage is displayed, as applicable, and (b) legal costs and expenses for the documentation of, and agreements related to, the Naming Rights Package. Except as set forth above, IHC shall be responsible for all other fulfillment costs of the Naming Rights Package.

Section 13.02 Sale of Naming Rights Package. City shall reasonably cooperate with IHC in the sale of the Naming Rights Package and the benefits and privileges to be included therein which may include benefits and privileges like the following, among others:

(a) logo and name placed on Signage;

(b) logo placed on podium stand used in the Arena;

(c) logo placed on media backdrop used by City or IHC in Arena;

(d) logo on Arena staff uniforms;

(e) logo on Arena schedules for Hockey Events and other activities;

(f) name and/or logo on all Arena tickets for Hockey Events and other activities;

(g) logo on Arena parking passes;

(h) full page ad in Home Game printed Arena programs (if applicable);

(i) logo on Arena business cards (if applicable);

(j) logo on Arena activity schedules created by City;

(k) logo on Arena newsletters created by City – electronic, digital and print;

(l) logo on all other various Arena print and promotional materials created by City (such as magnet schedules, poster schedules, etc.);

(m) media exposure on the Arena social networking sites and internet;

(n) public skating and concert media buys that mention the Arena;

(o) use of the Arena for up to two activities for corporate or philanthropic purposes – dates based on availability;

(p) parking related to the above;

(q) the Naming Rights Sponsor's name around the Team logo on center ice of the hockey surface; and

(r) the Naming Rights Sponsor's name and/or logo in locations on (i) the basketball court; and (ii) an area to be identified on or around the scoreboard.

City requests all Arena licensee/tenants who reference the Arena in their advertisements, promotions and other announcement's (regardless of the media form) to reference the Naming Rights Sponsor.

Section 13.03 Sponsorships. IHC shall have the exclusive right, without infringing upon the intellectual property rights of City or the rights of other licensees/tenants or other third parties, to sell Sponsorships, which Sponsorships shall be subject to City's approval in its commercially reasonable discretion. IHC shall not enter into any Sponsorship agreement that extends beyond the Term without the express written consent of City. IHC shall be entitled to retain one hundred percent (100%) of any revenue received from any such Sponsorships during the Term of this Agreement. City represents and warrants to IHC that the prior State Farm sponsorship expired and IHC will pay $25,000 for the right to negotiate a new State Farm sponsorship.

Section 13.04 Signage Revenues. IHC shall have the exclusive right year-round to sell and retain all revenues with respect to Signage, provided that (a) City's licensees/tenants may sell Temporary Signage at Other Events and Electronic Signage during Other Events and retain all revenues with respect thereto, and (b) City may sell all forms of Signage, other than the Permanent Signage, outside and on the Arena and retain all revenues with respect thereto. All agreements between IHC and third parties relating to Permanent Signage shall be subject to City's commercially reasonable approval.

Section 13.05 Promotions Revenues. IHC shall have the exclusive right to sell and retain all revenues with respect to IHC Promotions. City and entertainers or entertainment entities scheduled to perform at the Arena shall be entitled to Other Event Promotions.

Section 13.06 Sponsorship Notices. Notwithstanding Section 36.04 (Approvals), IHC shall notify City in advance in writing of any prospective sponsor, related artwork and schematic drawings with respect to a Sponsorship and any related Permanent Signage. City shall notify IHC within five (5) business days whether it approves such sponsor and such artwork and the failure by City to provide such notice timely shall be deemed approved, it being understood that such sponsor and such artwork shall not contravene Municipal Purposes or the Goodwill Obligation.

Section 13.07 Miscellaneous Advertising. IHC shall have the exclusive right to sell, and retain all revenues, except as provided below, for the following in connection with Sponsorships, which Sponsorships shall be subject to City's approval in its commercially reasonable discretion and which shall not be an exclusive list of IHC's rights with respect to Sponsorships:

(a) Advertising on two Zambonis on a year-round basis;

(b) Activities at other mutually agreed parking areas for Hockey Events;

(c) 50/50 drawings, if permitted by law for Hockey Events; and

(d) Home Game ticket backs.

Section 13.08 Retained Rights of City. City shall have the right to use the Arena in any manner that does not impede the rights of IHC provided herein, which rights, in addition to all others, include, but are not limited to:

(a) City shall have the right of an Arena licensee/tenant during Other Events, including the rights under Article 14 (Covering and Removal of Signage); and

(b) the right to authorize its licensees/tenants to erect Temporary Signage and place kiosks on and around the floor and concourse of the Arena as part of activities during Other Events.

Notwithstanding anything to the contrary herein, any Temporary Signage erected by City's licensees/tenants in compliance with this Section 13.08 shall not partially or completely cover any portion of IHC's Permanent Signage.

Section 13.09 IHC Revenues. With the exception of the Naming Rights Package, which shall be split in accordance with Section 13.01, IHC shall bill, collect and retain all Sponsorship revenue.

Section 13.10 Signage Fulfillment. Subject to Section 13.01 with respect to the Naming Rights Package, the installation, purchase, repair, maintenance and/or construction of any Signage as part of Sponsorships, except with respect to the Electronic Signage ("**Signage Fulfillment**"), shall be completed by IHC and shall be provided for and take place in a manner consistent with the construction standards and architectural look of the Arena and Municipal Purposes. IHC shall be responsible for all costs related to design, production, installation/removal, and maintenance of all such Signage Fulfillment. City shall be responsible for all building infrastructure and connectivity for the Signage Fulfillment.

Section 13.11 City Option to Assume Naming Rights Package. Upon termination or expiration of this Agreement, City may (but shall not be obligated to) assume and discharge all of IHC's rights and obligations under the Sponsorships, and IHC shall assign such Sponsorships to City. City shall thereafter be entitled to all revenues that become due and payable after the effective date of termination or expiration of this Agreement with respect to those Sponsorships.

Section 13.12 Vehicle Display. Subject to any restriction or limitation found in the Bloomington City Code, IHC shall have the right to place vehicle(s) in a prominent location outside the Arena for marketing purposes.

Article 14. Covering and Removal of Signage

Section 14.01 Covering and Removal of Permanent Signage. Covering of Permanent Signage may occur for Other Events where (a) the rules or regulations of the sponsoring organization or licensees/tenants require such coverage on a uniform basis for similar activities held around the country, or (b) the sponsoring organization has imposed as a condition on City that such interior Permanent Signage be covered. City shall promptly notify IHC of any agreement that requires covering Permanent Signage. City shall be responsible for such Permanent Signage covering and shall promptly remove such covering at the conclusion of such Other Event. City may not cover any Permanent Signage with anything except a plain, non-commercial covering.

Article 15. Electronic Signage

Section 15.01 Electronic Signage; Ownership and Maintenance. City shall own, and shall be responsible for maintaining and insuring, the Electronic Signage.

Section 15.02 Scoreboard Advertisements. If the scoreboard or Electronic Signage is used for advertising during Other Events, IHC shall have, at no cost and on a calendar year basis, two (2) 30-second spots to promote the Team and/or Hockey Events. At every Home Game, City and City's licensees/tenants shall have, at no cost, up to two (2) 30-second spots to promote Other Events. Both City and IHC shall be responsible for their respective production and programming costs.

Section 15.03 Concourse Televisions Advertisements. During each Home Game, City and City's licensees/tenants shall have, at no cost, the right to promote Other Events for twenty-five percent (25%) of the TV Messages displayed during such Home Game on the televisions located throughout the Arena concourses, except for those televisions located within concession stands displaying such Home Game. During each Other Event, IHC shall have, at no cost, the right to promote the Team and/or Hockey Events for twenty-five percent (25%) of the TV Messages displayed during such Other Event on the televisions located throughout the Arena concourses, except for those televisions located within concession stands displaying such Other Event. Both City and IHC shall be responsible for their respective production and programming costs.

Section 15.04 Electronic Marquee Advertisements. IHC shall have, at no cost, the right to utilize the Electronic Marquee to promote the Team and/or Hockey Events for a minimum or 25 percent (25%), but up to 75% (depending on number of non-hockey events) of all rotations when the Electronic Marquee is operational during the period of time commencing each year one (1) month prior to the first Regular Season Game and ending following the final League Playoff Game of the season.

Article 16. Publicity, Video Messages, Signs & Banners

Section 16.01 Public Safety Announcements. During every Hockey Event and at all other times, City reserves the right to make and cause to be made public safety announcements, which may utilize the scoreboard and the ribbon board.

Section 16.02 Outdoor Advertisements. IHC acknowledges that, other than the Permanent Signage and the vehicles permitted pursuant to Section 13.12, no signs, banners or other promotional materials may be displayed by IHC on the exterior of the Arena without City's prior written approval.

Section 16.03 Signage and Banner Costs. IHC shall be responsible for its sign/banner production, installation, removal, and maintenance costs.

Article 17. Broadcasting & Digital Rights

Section 17.01 IHC Broadcast and Digital Rights. IHC shall retain all public and private photographic, recording and/or broadcasting rights for Hockey Events, whether digital or analog. Such rights include, but are not limited to, the right to broadcast or re-broadcast for any audience in any media, whether live or recorded, any Home Game or part of any Home Game. In addition, the League will also have rights to Home Game broadcasts. It is expressly understood that all copyrights in any such photography, recording or broadcast shall be owned by IHC and in no way shall City have any ownership right in or to the broadcast or any content in the broadcast. In no event shall City or anyone under its direction or control make any use of any photography, recordings or broadcasts of any Home Game other than for historical and marketing purposes absent the express written consent of IHC. To the extent that City obtains, by law or otherwise, a copyright or any other intellectual property or property right in any photo, recording or broadcast of any Home Game, City agrees to assign to IHC for no cost, fee or expense those rights, and to execute such documents reasonably required to give effect to such assignment.

Section 17.02 Broadcast Expenses. IHC shall be responsible for any expenses related to Home Game broadcasts (e.g., additional Internet connections). City will provide a dedicated Internet access line into the Arena broadcast booth that meets IHC's specifications. IHC shall pay the monthly charge for such Internet access and may charge other users of the Arena for such access.

Section 17.03 Recordings or Broadcasts. IHC retains any and all subsidiary rights in and to any recording or broadcast of any Home Game.

Article 18. Term

Section 18.01 Term. Except as otherwise set forth in this Agreement, the Term of this Agreement shall begin on September 1, 2024 and shall end on the date that is the twentieth (20^{th}) anniversary thereafter (the "**Initial Term**"). The Term shall be subject to renewal pursuant to Section 18.02 and to extension pursuant to Article 29 (Loss of Use by IHC). The actual duration of this Agreement is referred to herein as the "**Term**".

Section 18.02 Renewal Terms. Following the expiration of the Initial Term, the Term shall automatically renew for consecutive five (5) year renewal periods, on the same terms and conditions as set forth herein, unless either IHC or City notifies the other party of its intention not to renew not less than twelve (12) months prior to the scheduled expiration date of the renewal period.

Article 19. Alteration & Surrender of the Facilities

Section 19.01 Alterations. Except as otherwise permitted in this Agreement or approved in writing by City, IHC shall not make any alterations, improvements, additions, or changes to the Facilities. All such alterations, changes, additions, or improvements shall be at IHC's sole expense, and shall be abandoned or removed at the termination or expiration of this Agreement as set forth in Section 6.06 (Abandoned Property), unless City approves otherwise.

Section 19.02 Return Condition of Facilities. IHC shall return the Facilities to City at the expiration or termination of this Agreement in their original condition, together with approved improvements, reasonable wear and tear and damage by casualty excepted.

Section 19.03 As-Is Condition. Upon completion of the Arena according to the approved plans disclosed to IHC and previously approved by the League, IHC shall accept all Facilities in as-is condition. City shall have no obligation to make any further capital expenditures but may do so at

City's sole discretion.

Article 20. License Fees

Section 20.01 License Fees. IHC shall pay to City license fees each year as set forth in this Article 20. Subject to proration as described further below, IHC shall pay to City the annual sum(s), as follows during the Term: (i) Contract Year 1 – Contract Year 5 (prorated for any partial Contract Years) - $180,000; (ii) Contract Year 6 – Contract Year 10 (prorated for any partial Contract Years) - $240,000; (iii) Contract Year 11 – Contract Year 15 (prorated for any partial Contract Years) - $300,000; and (iv) Contract Year 16 – Contract Year 20 (prorated for any partial Contract Years) - $360,000 (the "**License Fee**"). IHC shall pay the License Fee in twelve (12) equal monthly installments each year during the Term. Notwithstanding anything to the contrary in this Agreement or otherwise, (a) for purposes of clarity, the License Fee (and the monthly installments thereof) shall be prorated for first Contract Year based upon the number of months remaining in that year the Term commences, and (b) after payment of the monthly installments of the License Fee commences, such monthly installments shall be due and payable on the first business day of each month thereafter until the end of the Term. Except as otherwise set forth herein, IHC shall have no obligation to reimburse City for, and the following shall be the sole obligation of City: (x) Home Game day expenses related to the operation of the Arena; (y) general Arena maintenance, upkeep, and operating expenses; and (z) Arena capital repairs, replacements or improvements. IHC shall not owe a separate rent or license fee for the use of the Team store.

Section 20.02 Payment Terms. Except where otherwise noted, IHC shall pay to City any amount due under this Agreement within ten (10) calendar days after it is due.

Article 21. Notice to Parties

Section 21.01 Notice. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses by both email and U.S. first class mail, postage prepaid or hand delivered to the other party's authorized agent or to such other person or address as the parties may designate in writing and deliver as herein provided:

Notices to City of Bloomington shall be sent to:
    Mailing Address: 115 E. Washington Street, Suite 402, Bloomington, IL 61701, City Manager
    Email: admin@cityblm.org

With a copy to:
    Mailing Address: 115 E. Washington Street, Suite 103, Bloomington, IL 61701, City Clerk
    Email: cityclerk@cityblm.org

Notices to IHC shall be sent to:
    Mailing Address: Illinois Hockey Club, LLC, 12400 N. Meridian St., Suite 160, Carmel, IN 46032, James P. Hallett, Chairman

Telephone: 317-925-3835

A copy of any Notices to IHC shall be sent to:

Mailing Address: Brad Schwer, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, IN 46204
Email: bschwer@taftlaw.com
Telephone: 317-713-3480

Section 21.02 Effectiveness of Notice. All notices sent in accordance with this Article 21 shall be deemed given and effective on the date delivered if made in person or on the date deposited if sent via overnight courier service.

Article 22. Safety

Section 22.01 Safety Obligations. City have final and complete authority on any issues relating to safety. IHC shall safely carry out its obligations under this Agreement. IHC agrees to prompt and complete compliance with all safety decisions made by City. Upon City's reasonable request, IHC shall attend safety trainings.

Section 22.02 City's Consent of Other Risky Activities. IHC activities that increase insurance premiums, require permits, and/or increase risks to attendees (e.g., pyrotechnics) require City's prior written approval.

Article 23. Insurance

Section 23.01 IHC Insurance. IHC shall, either directly or indirectly, maintain with insurers licensed to do business in the State of Illinois, the insurance coverages outlined below at its sole cost and expense throughout the duration of this Agreement, including any extensions. Coverage must be with an insurer acceptable to City. The insurers must have minimum AM Best rating of A VIII. Such coverage shall insure against claims, resulting from personal injury, bodily injury to, or death of persons and damage to, or loss of, property, in, on or about the Arena, as follows in connection with IHC's acts or omissions:

(a) Commercial General Liability Insurance - Naming City and all of its respective lenders, licensees, subsidiaries and affiliates as well as each of its respective officials, directors, officers, partners, representatives, agents, successors, assigns, and employees (collectively, the "**City Insured Parties**" or individually a "City **Insured Party**") as additional insureds with the following minimum coverages and limits:

(i)	$1,000,000	Per Occurrence Bodily Injury and Property Damage
(ii)	$1,000,000	Per Occurrence Personal and Advertising injury
(iii)	$2,000,000	General Aggregate
(iv)	$1,000,000	Products and Completed Operations Aggregate

General Aggregate to apply on a per location basis. The policy shall contain coverage for terrorism and shall not contain any exclusion except those customarily contained within the coverage form on such policies.

(b) Commercial Automobile Liability - In an amount of $1,000,000 combined single limit for bodily injury and property damage, covering all owned (if applicable), non-owned or hired (if applicable) automobiles used in the course of this Agreement.

(c) Host Liquor Liability - In a minimum amount of $2,000,000 per occurrence and $2,000,000 aggregate.

(d) Employers Liability - In a minimum amount of $1,000,000 each accident, $1,000,000 each employee and $1,000,000 policy aggregate, covering all employees, volunteers, temporary employees, and leased workers.

(e) Umbrella or Excess Liability - Naming City Insured Parties as additional insureds, in a minimum amount of $2,000,000 per occurrence, providing limits above the required Commercial General Liability, Commercial Automobile Liability, Host Liquor Liability, and Employers Liability primary limits. City retains the right to increase this limit requirement.

(f) Workers Compensation - In compliance with any and all statutes requiring such coverage in the State of Illinois, covering employees, volunteers, temporary workers and leased workers.

(g) Property - IHC shall be responsible for its own personal property, regardless of the type, to be insured on a replacement cost basis on a Special Causes of Loss form. Any such property insurance shall expressly waive any and all rights of subrogation against City Insured Parties.

If IHC engages any sub-licensees or independent contractors to complete or perform any work called for in this Agreement, IHC is responsible for maintaining evidence that all of the sub-licensees or independent contractors are compliant and maintaining the required insurance as though they were parties to this Agreement.

In the event IHC fails to procure, maintain, or pay for the required insurance as required of it in this Agreement during the Term, City shall have the right but not the duty or obligation to procure such insurance and pay the premiums, in which event IHC shall repay City within ten (10) calendar days of City’s demand, including all sums so paid by City.

All insurance procured/maintained by IHC, including the Umbrella or Excess Liability, shall be primary over insurance available to City Insured Parties. Any insurance available to City Insured Parties shall be considered excess and non-contributing. Certificates of Insurance shall be provided to City or designated representative, evidencing that the required insurance has been obtained, and policies shall be made available for inspection upon request. The policies and certificates shall contain a provision that the Insurer will not cancel, non-renew or change in any material way the nature or extent of the coverage provided by the policy without first giving City thirty (30) calendar days prior written notice by certified or registered mail.

The insurance requirements set forth in this Agreement will in no way be intended to modify, reduce, or limit the indemnification herein made by IHC.

Any actions, errors, or omissions that may invalidate coverage for IHC insured shall not invalidate or prohibit coverage available to City Insured Parties.

Receipt by City of a Certificate of Insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding. Any agreement to amend this provision of this Agreement must be in writing signed by both parties.

IHC waives any claim against City for loss or damage that may be covered by a standard fire insurance policy with extended coverage endorsements and waives any right of subrogation with respect to any such loss or damage.

Section 23.02 City Insurance Waiver. City waives any claim against IHC for loss or damage that is covered by a standard fire insurance policy with extended coverage endorsements and waives any rights of subrogation with respect to any such loss or damages.

Article 24. Indemnification & Defense

Section 24.01 IHC Indemnification. IHC agrees to indemnify, defend, and hold harmless City and its respective agents, officers, and employees from all Claims, caused by (a) IHC's breach of this Agreement; or (b) any tortious act or negligent omission by IHC and its agents, officers, and employees, if any in the performance of this Agreement.

Section 24.02 City Indemnification. Subject to the limitations set forth in Section 36.10, City shall indemnify, defend, and hold harmless IHC, its affiliates, and its and their respective agents, officers, and employees from all Claims caused by (a) City's breach of this Agreement; or (b) any tortious act or negligent omission by City and any of their respective agents, officers, and employees, if any in the performance of this Agreement. Notwithstanding the foregoing or anything included herein to the contrary, IHC acknowledges and agrees that for Claims subject to the Tort Claims Act, City shall not be responsible for indemnification in excess of City's potential exposure pursuant to the Tort Claims Act.

Article 25. Non-Exclusive Use

Section 25.01 Non-Exclusive Use of the Facilities. IHC shall have use of the Facilities as set forth in this Agreement. IHC acknowledges that, from time to time, the use of various parts of the Arena other than those areas which IHC has exclusive right will be used for Other Events. When a Home Game and Other Event is scheduled on the same day, IHC shall reasonably cooperate with City to allow the Arena to host both the Other Event and the Hockey Event provided that there is no material, adverse impact on any such Hockey Event.

Article 26. Non-Discrimination

Section 26.01 IHC Non-Discrimination. Pursuant to IND. CODE § 22-9-1-10, IHC (and any entity and/or person affiliated with it) shall not discriminate against any customer, employee, or applicant for employment, to be served and/or employed in the performance of this Agreement, with respect to service, hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry.

Article 27. Confidentiality

Section 27.01 Access to Public Records Act. IHC understands and agrees that City is a public agency that is subject to the Illinois Local Records Act ("ILRA") and the Illinois Freedom of Information Act ("FOIA") . Any information that is maintained by, filed with or received by City under the terms of this Agreement will be kept confidential by City only if the information is confidential under the FOIA and ILRA. IHC understands and agrees that data, materials, and information disclosed to IHC by City may contain confidential and protected data. Either party claiming that data disclosed is confidential or protected shall prominently mark and otherwise identify in any disclosure all data, materials and information that contain confidential and protected data (the "**Confidential Information**"). Confidential Information identified and disclosed to IHC for the purpose of this Agreement will not be disclosed by IHC to anyone other than its personnel, agents, attorneys, accountants and/or representatives or discussed with third parties without the prior written consent of City. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information that (a) is or becomes part of the public domain through no fault of IHC or is subject to disclosure under the FOIA or ILRA, (b) is already known (at the time of disclosure) to IHC prior to disclosure of such information by City, (c) is subsequently received by IHC from a third party who IHC reasonably believes is not prohibited from transmitting such information by a contractual, legal, fiduciary or other obligation owed to City, or (d) is independently developed by IHC without access to any confidential or proprietary information of City.

Article 28. Approval of IHC's Contractors

Section 28.01 IHC Contractor Requirements. IHC may utilize contractors under this Agreement, but any such contractor shall meet all IHC's requirements under this Agreement and IHC remains fully responsible for any obligations.

Section 28.02 Approval of IHC Contractors. Prior to the commencement of work, IHC shall submit proposed contractors to City for approval. Where applicable, IHC may be required to use City's preferred vendors, provided that the cost and quality of work is substantially the same.

Article 29. Loss of Use by IHC

Section 29.01 Destruction of Arena. In the event that the Arena is partially or totally destroyed or damaged or otherwise rendered unusable, the License Fee shall be abated for the period during which the Facilities or any part thereof is unfit for use by IHC in proportion to the percentage of the area of the Facilities which is unfit for use by IHC bears to the area of the Facilities; provided, however, if the damage is such that the Arena cannot be reasonably used for Hockey Events the Arena shall be deemed unusable for purposes of this Section 29.01. City shall promptly restore and rebuild the Arena to substantially the condition existing prior to such casualty subject to delays associated with Force Majeure and insurance adjustment; provided that, City shall not be required to restore or rebuild the Arena if the cost of such work exceeds the amount of insurance proceeds available to City for such restoration or rebuilding or if such rebuilding or repair is not reasonably expected to be completed within the Term. If the cost of such work exceeds the amount of insurance proceeds available to City for such restoration or rebuilding or if such rebuilding or repair is not reasonably expected to be completed within the Term, then City may elect to proceed with the rebuilding or reconstruction of the Arena, in its sole discretion.

If the cost of the rebuilding or repair does not exceed the amount of insurance proceeds available to City for such restoration or rebuilding and if such rebuilding or repair is reasonably expected to be completed within the Term, City shall: promptly repair, rebuild or restore all damaged improvements with respect to the Arena so as to make the Arena to be in at least as good condition as immediately prior to such damage or destruction. All such repair, rebuilding or restoration shall be at City's expense. IHC may, in its sole discretion, (a) suspend operations, or (b) terminate this Agreement if City has not promptly undertaken the repair rebuilding, and/or restoration within six (6) months after the casualty and completed such repair, rebuilding, and/or restoration within two (2) years thereafter. License Fee payments shall abate and not be due and payable until such time as IHC again commences playing regularly scheduled Home Games at the Arena.

Section 29.02 Extension of Term. Any period in which IHC does not have use of the Arena that prevents the Team from completing one or more Hockey Seasons shall automatically extend the Term, as applicable, to make-up for the lost Hockey Season(s).

Article 30. Force Majeure

Section 30.01 Force Majeure. Notwithstanding any other provision of this Agreement, the obligations of each of the parties hereto is subject to Force Majeure and such obligations shall be excused upon a Force Majeure.

Article 31. Termination for Default

Section 31.01 City Termination. City may terminate this Agreement without prejudice to any rights and causes of action City may have against IHC, if:

(a) There is a material breach of this Agreement by IHC, and City has first given IHC prior written notice and sixty (60) days' opportunity to cure such breach, provided that such sixty (60) days shall be automatically extended if IHC has commenced a cure and is diligently pursuing such cure;

(b) IHC is judged bankrupt;
(c) IHC makes a general assignment for the benefit of creditors;

(d) A receiver is appointed due to IHC's insolvency; or

(e) IHC fails to meet the Operating Requirements and fails to timely cure the same, pursuant to Section 10.16, above.

Section 31.02 IHC Termination. IHC may terminate this Agreement if City materially breaches any provision of this Agreement and IHC gives City prior written notice and sixty (60) days' opportunity to cure such breach, provided that such sixty (60) days shall be automatically extended if City has commenced a cure and is diligently pursuing such cure. Additionally, in the event IHC ceases to be a member in the League, IHC may terminate this Agreement upon one hundred eighty (180) days' notice to City; provided, however, unless IHC has filed for bankruptcy, IHC shall be liable for (a) payment of the License Fee, which License Fee shall continue to be paid pursuant to Article 20, and (b) for any obligations pursuant to provisions of this Agreement that by their express terms or nature survive termination.

Article 32. Damages & Additional Security

Section 32.01 Consequences of Material Breach. IHC and City agree that City would suffer damages if this Agreement were terminated due to a material breach by IHC. Such termination would impair the ability of City to meet debt payment obligations and could result in unplanned taxpayer obligations. In the event of a termination described in Section 31.01, City shall be entitled to recover its damages.

Section 32.02 Additional Security. IHC expressly waives the requirement of any additional security from City.

Section 32.03 Limitation of Damages. IHC and City agree that any claim under this Agreement shall be limited to actual proven damages and equitable relief (e.g., specific performance), but shall exclude any claim for indirect, remote, consequential, punitive, or similar type damages.

Article 33. Disputes

Section 33.01 Mediation. The parties shall attempt to resolve any disputes that may arise under this Agreement first by their respective executive officers or their designees discussing such dispute. If the parties are unable to resolve their dispute through the executive officers or their designees within thirty (30) days of notice of such dispute, the parties shall endeavor to resolve their dispute by mediation for a period of no more than an additional sixty (60) days (the "**Mediation Deadline**"). The parties shall mutually and in good faith select a mediator. The parties shall equally share the mediator's fees and any related filing fees. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached between the disputing parties in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the dispute has not been resolved for any or no reason prior to the Mediation Deadline, any party may pursue litigation, subject to Section 36.08.

Section 33.02 Attorneys' Fees. In the event of any litigation that arises out of or relates to this Agreement, the "prevailing party" in such litigation shall be entitled to recover its reasonable and documented attorneys' fees and costs incurred in the litigation. For purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially all of the relief requested in its pleadings and includes attorneys' fees and costs incurred in the collection or enforcement of any judgment.

Article 34. Assignment, Sub-licensing & Successors

Section 34.01 Assignment. City and IHC bind their successors and assignees to this Agreement, and the successors and permitted assigns of the parties shall acquire the rights and benefits of the applicable party under this Agreement. IHC shall not assign this Agreement, without the consent of City, provided that IHC may assign its rights and obligations under this Agreement without the consent of City to a third party controlling, controlled by or under common control with IHC and/or any subsidiary or affiliate of IHC that has full power, authority, and capability to accept such assignment and perform the obligations of IHC hereunder, so long as James P. Hallett has day-to-day control of such subsidiary or affiliate.

Section 34.02 Delegation of Obligations. City may delegate their obligations to authorized representatives.

Article 35. Representations and Warranties

Section 35.01 IHC Representations and Warranties. IHC represents and warrants to City that (a) the execution and delivery of this Agreement has been duly authorized on behalf of IHC, (b) IHC has obtained all necessary or applicable approvals to make this Agreement fully binding upon IHC, and (c) this Agreement is not subject to further acceptance by IHC when accepted by City.

Section 35.02 Representations and Warranties. City represents and warrants to IHC that (a) the execution and delivery of this Agreement has been duly authorized on behalf of City, (b) City has obtained all necessary or applicable approvals to make this Agreement fully binding upon such party, (c) this Agreement is not subject to further acceptance by City when accepted by IHC, and (d) City is not aware of any agreement, restriction, covenant, or other requirement which would either prohibit or materially adversely affect IHC's ability to operate from the Arena for the intended purpose.

Article 36. Miscellaneous

Section 36.01 Abatement or Cancellation for Failure to Deliver. Except as set forth herein, City shall not be liable for any failure to give possession of the Facilities to IHC upon commencement of the Term if such failure does not materially affect IHC's rights under the Agreement or is the result of: (a) the Facilities having been totally or partially destroyed by fire or otherwise being unfit for occupancy; or (b) the Facilities being unavailable for occupancy for any other cause or reason beyond the control of City. In the event of a material delay in the delivery of possession, then the parties shall agree upon a reasonable reduction in the License Fee with all other terms and provisions of this Agreement remaining in full force and effect.

Section 36.02 Access to Records. Each of (a) IHC and its agents and (b) City and its agents, shall have access at all reasonable times upon request to the other party's books, documents, papers, accounting records, and other evidence to the extent, but only to the extent, that such materials pertain to amounts owed or owing and/or payments made or to be made by such party to the other party under this Agreement. Each of IHC and City shall make such materials available for inspection by the other party or its authorized designees at its offices at all reasonable times during the Term and for three (3) years from the date of final payment under this Agreement. Copies shall be furnished at to the other party at no cost, if requested. Additionally, to the extent that City has collected revenue that shall be paid to IHC pursuant to this Agreement, including, without limitation, revenue from single Hockey Event ticket sales, such information shall be timely provided to IHC in spreadsheets or other forms generally consistent with typical finance, accounting and bookkeeping standards.

Section 36.03 Acknowledgement of the Naming Rights Sponsor(s). IHC and City shall use commercially reasonable efforts, when referring to the Arena, to use all relevant sponsorship logos and names of the Naming Rights Sponsor(s) in all promotional advertising and public communications that mention the Arena.

Section 36.04 Approvals. Any matter that must be first approved, consented or agreed to by either City or IHC shall be (a) in writing and executed by an authorized representative of the applicable party or parties, and (b) in the case of any required agreements, shall be agreed to mutually and in good faith. Notwithstanding any other provision in this Agreement, Manager shall be the designated representative of City and is hereby authorized to consent to any matters that City is entitled to consent to under this Agreement. In the event that Manager is no longer the designated representative of City, City shall provide written notice to IHC and shall provide written notice of the replacement designated representative. Until IHC receives written notice of the replacement representative, Manager shall remain the designated representative of City. Except as otherwise provided in this Agreement, any such approval, consent, or agreement shall not be unreasonably withheld, conditioned, or delayed.

Section 36.05 City Rules & Guidelines. IHC shall, and shall cause its servants, agents, employees, contractors, licensees, patrons, and guests to abide by such reasonable rules and guidelines as may from time to time be adopted by City and its staff for the use, occupancy, and operation of the Arena.

Section 36.06 Entire Agreement. This Agreement, upon complete execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.

Section 36.07 Gender & Number. Wherever used or appearing in this Agreement, pronouns of the masculine gender shall include the female as well as the neuter gender, and the singular shall include the plural wherever appropriate.

Section 36.08 Governing Law & Venue. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Illinois, without regard to its conflict of law rules. Any action must be brought in a court of competent jurisdiction located Bloomington, Illinois. IHC and City each waive, to the extent permitted under applicable law, (a) the right to a trial by jury; and (b) any right such party may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue.

Section 36.09 Headings. The headings of this Agreement are inserted for convenience of reference only and shall not be deemed to be a part thereof or used in the construction or interpretation thereof.

Section 36.10 Legal Proceedings. City and IHC shall promptly inform the other party of the commencement of any legal action or proceeding related to a Home Game or this Agreement.

Section 36.11 Legal Relationship. In the performance of this Agreement, City and IHC shall act in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

Section 36.12 New Technology. If, during the Term, the equipment used to display, project or broadcast information with respect to the Arena is replaced or the technology related to the display of any Signage or advertising changes, and such change necessitates a redesign or new production of the equipment used to display the Signage or advertising content, the parties shall mutually work together in good faith to plan for such transition. In all events, IHC shall continue to have the substantial equivalent visibility and exposure with replacement equipment or new technology. The cost of such equipment shall be borne by City. The cost of redesigning or reproducing content so as to be properly formatted for the new technology shall be borne by IHC.

Section 36.13 Review by Legal Counsel. Each party has had the opportunity to have this Agreement reviewed by legal counsel of its choosing.

Section 36.14 Replacement Rights. The parties acknowledge and agree that, during the Term, certain obligations of the parties with respect to specific tangible property (such as Signage around the Arena) may cease to be available or desirable due to advances in technology or otherwise may become impracticable due to the passage of time. The parties shall work together in good faith to provide a right of equivalent value to the other party.

Section 36.15 Severability. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful or unenforceable, it is agreed that the remainder of this Agreement shall remain in full force and effect.

Section 36.16 Taxes. City is exempt from federal, state, and local taxes. City shall not be responsible for any taxes levied on IHC as a result of this Agreement.

Section 36.17 IHC's Use of Facilities. IHC shall have during the time that IHC has the use of the Facilities, as more specifically set forth in this Agreement, the right, authority, license and privilege for and during the Term, to possess and occupy the Facilities without interruption by any party claiming under, by or through City or any third party. In the event IHC's use of the Facilities pursuant to this Agreement is materially affected, IHC may, at its option, terminate this Agreement in accordance with Article 31 (Termination for Default) and pursue all legal and equitable remedies available to it including damages from City or the third party who has materially affected IHC's rights under this Section 36.18, subject to Article 32 (Damages & Additional Security).

Section 36.18 Waiver and Modification. This Agreement may be modified upon written agreement signed by City and IHC. No right conferred on the parties under this Agreement shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

Section 36.19 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be effective unless and until signed by all parties hereto.

[Signature Page Follows]

73453552

IN WITNESS WHEREOF, City and IHC have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures below hereby agree to the terms thereof.

ILLINOIS HOCKEY CLUB, LLC

By: ________________________________
James P. Hallett, Chairman

Date: ________________________________

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

By: ________________________________

Date: ________________________________

[Signature Page to Arena License Agreement]

EXHIBIT A

ARENA

Exhibit A

Grossinger Motors Arena - 101 S. Madison Street, Bloomington, Illinois 61701

Excludes the Community Ice Rink and related facilities crossed out below