CITY OF Bloomington ILLINOIS

CITY OF BLOOMINGTON COUNCIL MEETING JANUARY 11, 2021

COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor, At-Large - Tari Renner

City Council Members
Ward 1 - Jamie Mathy
Ward 2 - Donna Boelen
Ward 3 - Mboka Mwilambwe
Ward 4 - Julie Emig
Ward 5 - Joni Painter
Ward 6 - Jenn Carrillo
Ward 7 - Mollie Ward
Ward 8 - Jeff Crabill
Ward 9 - Kim Bray

City Manager - Tim Gleason
Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION
To Lead, Serve and Uplift the City of Bloomington

VISION
A Jewel of the Midwest Cities

VALUES
Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA

REGULAR SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, JANUARY 11, 2021, 6:00 P.M.

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

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

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

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

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer**
4. **Roll Call**
5. **COVID-19 Update by City Manager**
6. **Recognition/Appointments**
7. **Public Comment**

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

8. **Consent Agenda**

   Clerk-led Roll Call Vote

   A. Consideration and action to approve the Minutes of the November 23, 2020 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

   B. Consideration and action to approve Bills and Payroll in the amount of $17,868,581.70, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

C. Consideration and action to approve Appointment to the Cultural Commission, as requested by the Administration Department. *(Recommended Motion: The proposed Appointment be approved.)*

D. Consideration and action to approve an Annual Service Maintenance Agreement for Daktronics Video Equipment at the Arena for a three (3) year period, as requested by the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Agreement be approved.)*

E. Consideration and action to approve a Contract with Brenntag Mid-South, Inc., for the Purchase of Cationic and Anionic Polymer, in the amount of $76,500, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

F. Consideration and action on a Resolution Authorizing a Change Order in the Amount of $75,757.67 to the Sunset Road Water Main Replacement Construction Contract Between the City of Bloomington and Stark Excavating, Inc., as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution and Change Order be approved.)*

G. Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Extending the Audit Services Contract with Baker Tilly, LLP Through Audit Year 2023, as requested by the Finance Department. *(Recommended Motion: The proposed Resolution be approved.)*

H. Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving an Agreement with InfoSend, Inc., for Use of Its Utility Bill Print Services, as requested by the Finance Department. *(Recommended Motion: The proposed Resolution be approved.)*

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

J. Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Located at 806 S. Morris Avenue and 829 W. Elm Street from B-2 Local Commercial District to R-2 Mixed Residence District, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

K. Consideration and action on the Application from Green Top Grocery Cooperative, d/b/a Green Top Grocery, located at 921 E. Washington St., who is requesting a change in classification from a Class PBS (Package, Beer and Wine Only, and Sunday Sales) to a Class PAS (Package, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved, contingent upon compliance with all building, health, and safety, codes.)*

L. Consideration and action on the Application from Braize, LLC, d/b/a Braize, to be located at 1406 E. Empire St., who is requesting to a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) liquor license, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved, contingent upon compliance with all building, health, and safety codes.)*

9. Regular Agenda

Clerk-led Roll Call Vote

A. Presentation and discussion on Connect Transit's activities and operations, as requested by the Administration Department. *(Recommended Motion: None; presentation only.)* *(Presentation by Ryan Whitehouse, Chair, Board of Trustees for Connect Transit, 15 minutes; and City Council discussion, 20 minutes.)*

B. Consideration and action on a Resolution Authorizing the City's Participation in the Welcoming Network Operated by Welcoming America, as requested by Council Member Donna Boelen. *(Recommended Motion: The proposed Resolution be approved.)* *(Presentation by Donna Boelen, City Council Member, 5 minutes; and City Council discussion, 20 minutes.)*

C. Consideration and potential action regarding an Ordinance Amending the Local Emergency Ordinance, Ordinance 2020-18, to Modify Section 2(Q) to Allow the Continued Proration of the City's Liquor License Fees, as requested by the Legal Department. *(Recommended Motion: The proposed Ordinance be approved.)* *(Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session - Cite Section

Clerk-led Roll Call Vote

14. Adjournment

Voice Vote

CONSENT AGENDA

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: January 11, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the November 23, 2020 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION:
The proposed Minutes be approved.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:

Tara Henry

Tara Henry, Legislative Assistant 1/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- CLK 1B DRAFT 11-23-2020 Council Minutes

MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, NOVEMBER 23, 2020, 6:00 P.M.

This meeting was conducted under Governor Pritzker's Executive Order 2020-07 Section 6, which was reissued and extended by Executive Order 2020-71, and implemented in response to COVID-19, which suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.

The City Council convened in regular session virtually via Zoom conferencing with the City Manager, Tim Gleason, and City Clerk, Leslie Yocum, in-person in City Hall's Council Chambers at 6:00 p.m., Monday, November 23, 2020. The meeting was called to order by Mayor Tari Renner.

Roll Call

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

COVID-19 Update by City Manager

Tim Gleason, City Manager, addressed Council. He explained that the second round of COVID-19 Community Development Block Grant ("CDBG") funds had been received and discussed the upcoming plans for the required public hearing and formal Council consideration. He moved on to discuss updates to both the business and individual COVID-19 grant assistance programs. Mr. Gleason then informed Council that the Bloomington Police Department continued to perform COVID-19 compliance checks, and he provided an update on recent calls. Mr. Gleason informed Council that a local Emergency Order had been issued to extend outdoor dining with 11:00 p.m. close time through the end of the year.

Recognition/Appointments

A. Proclamation recognizing November 28, 2020 as Small Business Saturday

Mayor Renner read the proclamation aloud. Melissa Hon, Economic & Community Development Director, accepted the proclamation.

Public Comment

Mayor Renner opened the meeting for public comment and the following individuals spoke live: (1) Allan Axelrod; (2) Tessa Somers; (3) Katherine Hoy; (4) Trevin Gaffney; and (5) Ashley Farmer. The following individuals had registered to speak live, but were not present in the meeting: (1) Krystle Able; (2) Chynna Miller; and (3) Jon Reed. The following individuals emailed public comment prior to the meeting start: (1) Sarah Greenberg; (2) Seth Mclntyre; (3) Creighton Budris; and (4) Chynna Miller.

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

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

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

Motion carried.

Item 8.A. Consideration and action to approve Bills and Payroll in the amount of $10,281,250.27, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

Item 8.B. Consideration and action to approve Appointments to various Boards and Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments be approved.)*

Item 8.C. Consideration and action to approve a Purchase Order with Dell, Inc. for the 2020 Microsoft Enterprise Software Annual Renewal, for software maintenance and support covering the City's Microsoft licensing, in the amount of $203,413.96 from the State of Illinois Department of Innovation and Technology Joint Purchasing Contract CMT #1176800, as requested by the Information Technology Department. *(Recommended Motion: The proposed Purchase Order be approved.)*

Item 8.D. Consideration and action to approve a Contract with Morton Salt, Inc., for the purchase of rock salt at a unit price of $61.97 per ton, not to exceed $371,820, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

Item 8.E. Consideration and action on an Ordinance Approving an Application Submitted by Aldi, Inc. Requesting Approval of a Legislative Site Plan Review for a Grocery Store at Property Commonly Located at Village Lane and South Mercer Avenue in Bloomington IL 61704, Zoned B-1 General Commercial District, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

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

Item 8.G. Consideration and action on an Ordinance Concurring with a Technical Correction to the Bloomington Normal Enterprise Zone Boundary Amendment – The Ferrero Expansion, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item Removed from the Consent Agenda

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

Council Member Carrillo believed additional time for consideration would be beneficial.

Council Member Carrillo motioned, seconded by Council Member Ward, to table the item until the December 14, 2020 meeting.

Council Member Mathy recused himself as he resided in a property within the amendment.

Council Member Emig stated that the feedback received from her constituents was in favor of the changes, but that they had expressed concern about the classification of special use verses permitted use. She agreed additional time would be beneficial.

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

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

Motion carried.

Regular Agenda

The following item was presented:

Item 9.A. Consideration and action on a Resolution Awarding the Request for Proposal (RFP# 2021-17) for the FY2020 Tax Exempt Capital Equipment Lease to Clayton Holdings, LLC - Equity Subsidiary of Commerce Bank for $4,282,628, as requested by the Finance Department.

Mr. Gleason addressed Council and explained that the capital equipment lease was part of standard business operations; however, staff continued to transition the City away from leasing. He explained that past Councils and staff believed that the transition would place the City in a better financial position.

Scott Rathbun, Finance Director, addressed Council and reiterated that the recurring item had appeared before Council annually since 2011. He reminded Council that the City utilizes the capital lease to fund rolling equipment stock. He explained how the City had begun to wean itself off financing in 2020 through the strategic allocation of $500,000 towards cash purchasing of equipment. He discussed how COVID-19 impacted cash purchases and then provided an update on the reduced financing interest rates. Mr. Rathbun explained that the capital lease was financed retroactively and provided details on how it affected the budget.

Council Member Mathy thanked Mr. Rathbun and noted that he was in favor of stopping the use of capital leases. He asked for additional details on the 5-year and 10-year rates. Mr. Rathbun responded that purchases were made based on useful life and that out of the various purchases, only the police radios had been placed on the 10-year rate. Council

Member Mathy thanked Mr. Rathbun and Mr. Gleason for their continued work to move away from capital leases.

Council Member Boelen made a motion, seconded by Council Member Bray, that the proposed Resolution be approved.

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

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

Motion carried.

The following item was presented:

Item 9.B. Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving an Agreement with Invoice Cloud, Inc., for Use of its Electronic Bill Presentment and Payment Solution, as requested by the Finance Department.

Mr. Gleason introduced the item and asked Mr. Rathbun to address Council. Mr. Rathbun explained that Invoice Cloud was an electronic payment and interface platform that the Finance, Information Technologies, and Public Works Departments believed would be a solution to online bill pay across City services to address inefficiencies and simplify workflow. Mr. Rathbun presented on how Invoice Cloud could be used specifically for utility billing, noting the many efficiencies and cost savings the program would bring. Mr. Rathbun explained Invoice Cloud's extensive customer portal, web, and mobile capabilities, which included various payment options and notification configurations.

Craig McBeath, Information Technology Director, commented that while the current focus for Invoice Cloud was for utility billing, staff were also excited to research how other platforms could be integrated. He spoke of the possibility of all invoices for a specific address being able to be viewed at one time for an account.

Mr. Rathbun reiterated the goals and objectives of the program and noted other benefits that staff believed would be helpful to citizens. He went on to discuss the total hard costs of the current utility billing system against the estimated implementation costs of Invoice Cloud, and the potential savings.

Mr. McBeath provided background on the current program that was used to accept payments and discussed many benefits of Invoice Cloud, which included a simplified process for the annual Payment Card Industry ("PCI") Certification.

Mr. Rathbun provided specific examples of how ACH payments were processed and how Invoice Cloud could make it simpler. He explained that the implementation for utility billing would go live in March of 2021 with the City Services Hub and other applications going live with the program much sooner.

Council Member Mathy noted that ACH payments had lower fees than card payments. Mr. Rathbun confirmed. Council Member Mathy asked if Invoice Cloud integrated with the MyBloomington app, an issue reporting/tracking application used Citywide. Mr. McBeath responded that the MyBloomington App had begun to become outdated and that staff planned to upgrade it before integrating the two programs. Council Member Mathy noted that another reason for late payments was expired credit/debit cards, and pointed out that a feature of Invoice Cloud notified account holders of approaching expirations to combat late payments. He asked for additional details on how the contract with LockBox would be affected by an Invoice Could contract. Mr. Rathbun responded.

Council Member Boelen expressed her support of the program and noted that it was eco-friendly, cost-effective, and cost-efficient.

Council Member Ward expressed her support and asked if residents could continue to pay in-person or by mail if they did not have access for electronic payment. Mr. Rathbun responded affirmatively.

Council Member Painter made a motion, seconded by Council Member Ward, that the proposed Resolution be approved.

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

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

Motion carried.

The following item was presented:

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

No modifications were recommended.

Finance Director's Report

Mr. Rathbun informed Council that staff had received the $3.2 million dollar check from the State of Illinois for the local CARES Act Grant that was submitted the month prior. He then presented the Fiscal Year ("FY") 2021 Major Tax Revenues through October 31, 2020 by highlighting various tax line items and how COVID-19 had affected each. He discussed FY 2021 General Fund Revenue and Expenditures and highlighted multiple key factors, which included a surplus of budget adjustments due to delayed capital projects. He wrapped up by discussing FY 2021 Enterprise Revenue Funds noting that the revenue trends were at 50% or above and stated that the City was weathering COVID-19 cautiously, but optimistically due to the City's cash reserves and recently received CARES Act funding.

Council Member Mathy thanked staff for applying for the $3.2 million in CARES Act grant. He celebrated the approval and receipt of the funds. He then clarified that the surplus noted during the presentation of the FY 2021 General Fund Revenue and Expenditures was due to capital projects postponed because of COVID-19. Mr. Rathbun confirmed.

Council Member Mwilambwe asked how the City faired in reference to reserve funds. Mr. Rathbun responded that the City finished the 2020 fiscal year with $24.9 million in reserves.

City Manager's Discussion

Mr. Gleason reminded the community of the Season of Small event being held to support small businesses. He then highlighted that the National League of Cities had recognized the City of Bloomington as 1 of 12 communities nationwide who focused on strengthening partnerships between cities and health care systems to collaboratively address social and economic root causes of poor health and poverty. Mr. Gleason moved on to remind the Community of the meeting dates for December 2020 and highlighted that Ferrero had selected Bloomington as the location for their chocolate production line. He celebrated the investment of a $75 million development and then recognized Patrick Hoban, Bloomington Normal Economic Development Council Director, and the Department of Economic & Community Development for their work. He then informed Council that Governor Pritzker announced that $22 million was available in Department of Natural Resources grant funds. He stated that the City had applied for a grant in the amount of $750,000 for a South American Exhibit at the Miller Park Zoo which had a total project cost of $1 million. Mr. Gleason announced that the City was approved for the full requested amount ($750,000) and recognized the Parks and Recreation Department and Julie Curie, City of Bloomington Lobbyist, for their work. He explained the $250,000 remainder that was required for the project was previously pledged by the Miller Park Zoo Society and, therefore, the project would be completed without the use of City funds.

Mayor's Discussion

Mayor Renner congratulated staff on the economic development advancement with Ferrero USA and the Department of Natural Resources grant for Miller Park. He commented on the well-publicized Special Liquor Commission meeting held the previous Friday. He clarified that the Liquor Commission could only act when an establishment had a liquor license where the McLean County Health Department could act regardless of liquor license. Mayor Renner stated that the City will act when public health and safety were at risk.

Council Member's Discussion

Council Member Mathy reminded the community that the Public Works Department continued to offer leaf pick-up and suggested that residents refer to the interactive map on the City's website. He also suggested that the community support local restaurants by purchasing gift cards and participating in curbside pick-up. He noted a Facebook group called Curbside BloNo where residents could get more information.

Council Member Boelen encouraged the community to continue to practice personal and collective responsibility of COVID-19 and provided recent COVID-19 statistics. She ended her comments by reminding Council of her preference to be called Alderman Boelen while at the dais and appreciated the respect of the elected office.

Council Member Mwilambwe echoed congratulations to staff on the attraction of the Ferrero chocolate manufacturing plant.

Council Member Emig encouraged the community to follow CDC guidelines.

Council Member Carrillo reminded the community to take precautions and be vigilant in the fight against increased infection. She noted the deadline to file to run for office had ended and concluded by thanking Mayor Renner and Council Members Painter and Bray for their service as they chose not to run for office again.

Council Member Ward noted that since the initial moment of silence at the beginning of the meeting, 79.7 people in the United States had died from COVID-19. She asked that Council pause for a moment of silence for those individuals.

Council Member Bray echoed comments about safety and thanked staff for their work during the difficult time. She congratulated the applicants who filed for public office.

Executive Session - Cite Section

No Executive Session was held.

Adjournment

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

Motion carried (viva voce).

The meeting adjourned at 7:36 p.m.

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

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: January 11, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of $17,868,581.70, 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 $17,868,581.70 (Payroll total $7,665,844.84, Accounts Payable total $8,386,945.22, Bank Transfers total $1,717,291.08 and Procurement Card Purchases total $98,500.56).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

F. Scott Rathbun, Finance Director	1/6/2021	Tara Henry, Legislative Assistant	1/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:
- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
12/4/2020	$ 2,104,326.11	$ 544,004.47	$ 2,648,330.58
12/18/2020	$ 2,036,729.47	$ 536,769.67	$ 2,573,499.14
12/31/2020	$ 2,038,838.66	$ 219,854.96	$ 2,258,693.62
12/9/2020-12/23/2020 Off Cycle Adjustments	$ 184,982.14	$ 339.36	$ 185,321.50
		PAYROLL TOTAL	**$ 7,665,844.84**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
1/11/2021	AP General AP JMScott	$ 3,577,876.94
1/11/2021	AP Comm Devel	$ 54,943.12
1/11/2021	AP IHDA	$ 2,346.12
1/11/2021	AP Library	$ 151,926.98
1/11/2021	AP MFT	$ 62,130.78
12/4/2020-1/6/2021	Out of Cycle	$ 4,537,721.28
10/5/2020-12/22/2020	AP Bank Transfers	$ 1,717,291.08
	AP TOTAL	**$ 10,104,236.30**

PCARDS

Date Range	
10/01/2020-10/31/2020	$ 98,500.56
PCARD GRAND TOTAL	**$ 98,500.56**

TOTAL	**$ 17,868,581.70**

Respectfully,

F. Scott Rathbun
Director of Finance

CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: January 11, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Appointment to the Cultural Commission, as requested by the Administration Department.

RECOMMENDED MOTION:
The proposed Appointment be approved.

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

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

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

Cultural Commission: Shweta Shukla to the Cultural Commission. Shweta is being appointed to fill a vacancy on the Commission. Her term will be effective immediately, with an expiration date of 4-30-22, at which time she will be eligible to reapply. Application is on file in the Administration Office.

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

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

Billy Tyus, Deputy City Manager 1/4/2021 Tara Henry, Legislative Assistant 1/4/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- ADM 1B Roster_Cultural Commission

Cultural Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date
x		Angelique	Racki	04/30/23	2016	03/27/17
x		Kellie	Williams	04/30/22	2016	04/22/19
x	Chair	Melissa	Libert	04/30/21	2018	12/17/18
x		Mark	Halx	04/30/22	2018	04/22/19
x		Ronald	Crick	04/30/22	2017	04/22/19
x		Julia	Cozad-Callighan	04/30/21	2018	03/26/18
x		Jeffrey	Pitzer	04/30/22	2019	08/12/19
x		Meryl	Brown	04/30/23	2018	08/27/18
x		Ryan	McCracken	04/30/21	2019	9/9/2019
x		Christine	Sipula	04/30/23	2020	8/10/2020
	Vacancy			04/30/22		

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: January 11, 2021

SPONSOR: Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Annual Service Maintenance Agreement for Daktronics Video Equipment at the Arena for a three (3) year period, as requested by the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION:
The proposed Agreement 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 original service maintenance agreement for the Daktronics video system at the Arena, including parts, began with Central Illinois Arena Management. This agreement is a continuation, but with the City of Bloomington as the signatory. The agreement is for three (3) years beginning December 1, 2020 through November 30, 2023 in the amount of $102,085, payable as follows:

- $32,790 due before commencement
- $33,745 due December 1, 2021
- $35,550 due December 1, 2022

The Extended Service Agreement (Revised III) explains in detail what equipment is covered, and in Attachment A, what services are included.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City. The Daktronics video system was a major investment and upgrade and this service maintenance agreement ensures the City's acquisition will be protected through consistent service maintenance and replacement of needed equipment. The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This agreement will be paid from the Arena Venue-Repair/Maintenance Office & Computer Equipment account (57107120-70530). Although not included in the FY 2021 Budget, the $32,790 will be absorbed into the FY 2021 Budget. The remaining 2 years will be added to the FY 2022 & FY 2023 Proposed Budgets. Stakeholders can locate the Arena Venue budget in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" beginning on page 176.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: James Mack, Performing Arts Manager

Reviewed by:

Eric Veal

Eric Veal, Assistant Director 12/21/2020

Carla Murillo, Procurement Manager 12/21/2020

Chris Tomerlin, Budget Manager 12/21/2020

Jeffrey R. Jurgens, Corporation Counsel 1/7/2021

Tara Henry, Legislative Assistant 1/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PRCA 1B Daktronics Extended Agreement Revised III
- PRCA 1C Daktronics LSJF
- PRCA 1D Daktronics Invoice

DAKTRONICS

CONTRACT CHANGE ORDER E23381-1
EXTENDED SERVICE AGREEMENT AMENDMENT

DAKTRONICS, INC. ('Daktronics')
201 Daktronics Drive
Brookings, SD 57006
Phone: (800) 325-8766
Daktronics Contact: Adam Miller

For Internal Use Only
Bill to Loc #: ____________
Bill to Contact: ____________
Check #: ____________

Purchaser:	City of Bloomington
Address:	109 E Olive St
City, State, Zip :	Bloomington, IL 61701
Country:	United States
Phone:	(309) 275-9650
Contact:	Jim Karch **Email:** jkarch@cityblm.org

Customer ID: 142149-002

This amendment to Daktronics Contract E23381-1, commencing 1 December 2020 is to:

- **Change # 16 of the Custom Terms and Conditions as follows:**
  16. *Confidentiality. To the extent permitted by law, Purchaser shall consider all information furnished by Daktronics, ~~including~~ excluding the terms and conditions of this Service Agreement (or a copy thereof), to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than fulfillment of this Service Agreement unless Purchaser first obtains written permission from Daktronics to do so. Purchaser shall provide confidential information only to those of its agents, servants, and employees who have been informed of the requirements of this paragraph and have agreed to be bound by them. The provisions of this paragraph shall survive termination of the Service Agreement. This agreement is subject to the Freedom of Information Act (FOIA).

All other Custom Terms and Conditions of the original agreement remain in effect.

Term (Duration) of the Agreement
Commencement Date: 1 December 2020 **Expiration Date:** 30 November 2023

End User: Grossinger Motors Arena, Bloomington, Il, United States
ID and Loc: 142149-002

Order No.: E23381-1	**Original Job No.:** C23381
Description of Services Provided	**Price & Payment Terms**
See Attachment A Enhanced Service Portfolio	See Attachment B

Unless specifically outlined in any Attachments or in the Agreement, this Agreement does *not* include the following:

1. Any applicable taxes.
2. Third party systems, hoist systems, and any ancillary equipment. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, and static advertising panels. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to www.daktronics.com/exclusions.
3. Incorporation of accessories, attachments, software or other devices not furnished by Daktronics.

ATTACHMENT A

Enhanced Service Portfolio

Scope of Services

1. Daktronics Parts Coverage which includes:
    1.1. Daktronics Expedited Parts Processing: includes replacement parts, repair and return parts and exchange parts.
        - See Estimated Processing Times for Service Parts (DD#1428254) for estimated lead and delivery times.

    1.2. Shipping of repaired or replaced failed electronic components to and from Daktronics.
2. Technical Phone Support:
    2.1. General phone support hours 24/7/365.
    2.2. Remote assisted technical support.[1]
3. Account Services: Access to Daktronics Service Coordination 24/7/365.
4. On-Site Field Services: On-site response between 24-48 hours of notification.
5. One Annual System Check to include display and control system checks and display filter change when applicable.
6. On-Site Parts Inventory Management, including inventory control.

Enhanced Service Portfolio shall not include nor be construed to include any service or support that is not expressly stated above in the definition of the Enhanced Service Portfolio. Examples of services that are not within the scope of standard service include, but are not limited to, the following:

- Network Operations Monitoring services.
- Camera calibration.
- Display cleaning.

Above listed exclusions are available as billable services. Quotes may be provided upon request.

Purchaser Responsibilities

The items listed below are the responsibility of the Purchaser.

1. Purchaser is responsible for routine operator functions such as content creation or scheduling and all configuration, set-up, and operation for events/usage.
2. Purchaser is responsible for providing lift access to the display, unless Costs of Lift Access are specifically included above as an Add-On Service.
3. Purchaser is responsible for providing a secure internet connection.
4. Purchaser is responsible for the maintenance items listed below; failure to properly maintain equipment may, at Daktronics' sole discretion, relieve Daktronics of its responsibilities under the Terms and Conditions of Extended Service attached hereto.
    4.1. Throughout the term of this Agreement, Purchaser shall maintain site conditions within the common environmental range of all system devices as specified by Daktronics.
    4.2. Purchaser is responsible for routine, preventative maintenance functions of the external cooling systems (including but not limited to filters, fans, air conditioning) for displays.
    4.3. Purchaser is responsible for purchasing and maintaining antivirus software on all control devices connected to Daktronics equipment. (See Daktronics Knowledge Base for list of supported software. DD2079868 http://www.daktronics.com/Support/KB/Pages/Antivirus-software-recommendations.aspx)

[1] Available with internet connection.

This Agreement shall be subject to the attached Terms and Conditions of Extended Service.

All invoices will be forwarded to Purchaser at the address indicated on page one (1) of this Agreement unless otherwise specified below:

Billing Address:

Company:	______________________
Address:	______________________
City, State, Zip:	______________________
Country:	______________________
Phone:	______________________
Contact:	______________________
Email:	______________________

Purchaser hereby confirms that the Services are to be delivered at the address indicated on page one (1) of this Agreement unless otherwise specified below:

Site Address:

Company:	______________________
Address:	______________________
City, State, Zip:	______________________
Country:	______________________

ACCEPTANCE:

In witness hereof, the parties hereto have executed this Agreement by and through their duly authorized officers.

PURCHASER: City of Bloomington

By: ______________________ Name/Title: ______________________ Date: ______________
Signature Print or Type

PURCHASER PO # ______________________

DAKTRONICS, INC.

By: [redacted] Name/Title: Stephanie Walker, Service Management Date: 7 January 2021
Signature Print or Type

This form is an important part of your coverage. Please sign and return the entire Agreement to Daktronics, Inc. Once the signed Agreement is entered into our system, you will receive a copy for your records. Offer expires 60 days from Proposal Date.

14. Return Items. All items returned to Daktronics must have a Return Material Authorization (RMA) number. For exchange items, the number is included with the shipment of the exchange unit. For repair items, an RMA number can be obtained by phone (800-325-8766), (International +1-605-697-4000), fax (605-697-4444) unless otherwise directed by Daktronics.

15. Shipping. When returning parts to Daktronics for repair or replacement, Purchaser assumes all risk of loss or damage, agrees to use any shipping containers, which might be provided by Daktronics, and agrees to ship the Equipment in the manner prescribed by Daktronics. If returning equipment within the United States or within Canada, all Equipment must be returned by Purchaser FCA Daktronics' designated facility per Incoterms® 2020. If returning equipment across country borders, all Equipment must be returned by Purchaser DDP Daktronics' designated facility per Incoterms® 2020. Daktronics assumes all risk of loss or damage during return shipment to Purchaser and such Equipment shall be returned by Daktronics FCA or DDP Purchaser's designated facility per Incoterms® 2020 as appropriate.

16. *Confidentiality. To the extent permitted by law, Purchaser shall consider all information furnished by Daktronics, including the terms and conditions of this Service Agreement, to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than fulfillment of this Service Agreement unless Purchaser first obtains written permission from Daktronics to do so. Purchaser shall provide confidential information only to those of its agents, servants, and employees who have been informed of the requirements of this paragraph and have agreed to be bound by them. The provisions of this paragraph shall survive termination of the Service Agreement. This agreement is subject to the Freedom of Information Act (FOIA).

17. *Default. Daktronics reserves the right to terminate this Service Agreement and accelerate all amounts due and payable if: (a) Purchaser fails to make payment to Daktronics within thirty days of the agreed payment dates, (b) Purchaser otherwise fails to comply with any material provision of this Service Agreement, or (c) any proceeding is filed by or against Purchaser in bankruptcy. Daktronics reserves all its rights (both legal and equitable) under the Agreement, applicable statutes, and the common law. If Purchaser fails to perform any covenant or obligation under this Service Agreement or any other agreement that Purchaser has with Daktronics, including without limitation the failure to pay when due any amounts owed to Daktronics, Daktronics shall be excused from the performance of any of its obligations under this Service Agreement and any other agreement it has with the Purchaser. Purchaser shall be liable for any and all costs and expenses (including reasonable attorney's fees) incurred by Daktronics in enforcing any provision of this Service Agreement.

18. Indemnity. Daktronics shall indemnify, defend and hold harmless the Purchaser and its subsidiaries, officers, directors, shareholders, partners, employees, agents, insurers, successors and assigns from any third-party claims for liability, losses, damages, costs or expenses (collectively, 'Losses') to the extent that such Losses arise out of: (i) any negligent act or omission by Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control related to the execution of this Service Agreement, provided that such Losses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property; (ii) any claim against any indemnified party by reason of or alleging any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right regarding the Equipment or the Software and its components; or, (iii) any fine or assessment with respect to any violation or alleged violation of any applicable laws regarding safety or health.

The Purchaser shall indemnify, defend and hold harmless Daktronics and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all Losses arising out of or in any way related to: (i) any negligent act or omission by the Purchaser or its personnel, agents, subcontractors, or others engaged by the Purchaser or under their control (other than Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control), provided that such Losses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property; or (ii) any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right.

19. Disclaimers; Limitation of Liability. Daktronics makes no representations or warranties under this Service Agreement. The damage limitation provided in this Service Agreement and the remedies stated herein shall be exclusive and shall be Purchaser's sole remedies. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, REGARDLESS OF CAUSE, WHETHER SUCH LOSSES ARISE DIRECTLY OR INDIRECTLY FROM THE OTHER PARTY'S ACTS, OMISSIONS, OR BREACH; REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE; WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; WHETHER OR NOT THE REMEDIES AGREED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE; AND REGARDLESS OF THE THEORY UPON WHICH A CLAIM IS BASED. For the purposes of this Agreement, the Parties agree that "Consequential Damages" include, but are not limited to, loss of use, loss of profit, loss of business opportunity, and loss of advertising revenue. Purchaser explicitly accepts the provisions of this paragraph in return for the prices granted under the Service Agreement. Purchaser understands and agrees that the prices granted herein would be higher in the absence of this limitation of liability. No action against Daktronics shall be commenced more than one year after the accrual of the cause of action. Daktronics shall have no liability with respect to claims relating to or arising from use of third-party products and services.

20. *Force Majeure. Daktronics shall be excused from any liability under this Agreement for any delay or nonperformance caused by a Force Majeure Event. A Force Majeure Event shall mean any: act of God; natural disaster such as flood, fire, hurricane, earthquake, or other casualty; labor or material shortages or other types of industrial disturbance; quarantines or epidemics; national or regional emergencies; government actions; embargos or blockades; labor strikes, lock-outs, or other labor disturbance; war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; or any other events or circumstances not within the reasonable control Daktronics, whether foreseeable or not, and whether similar or dissimilar to any of the foregoing. This paragraph shall apply equally to both parties.

21. Assignment. Unless otherwise stated, this Service Agreement may not be assigned by either party without the prior written consent of the other party.

22. Miscellaneous. This Service Agreement shall be governed by the laws of the state or province where the Services are provided without regard to its conflict of law principles. This Service Agreement is the product of negotiations between the parties and any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Service Agreement and are expressly waived. This Service Agreement represents the entire agreement of the parties and supersedes any previous understanding or agreement regarding the Services. This Service Agreement may not be amended or altered in any manner except in a writing signed by both parties. This Service Agreement may be executed in counterparts. The Purchaser and Daktronics are not partners or joint venturers. If any part of this Service Agreement is in any manner held to be invalid, illegal, void, or to be in conflict with any law, then the validity of the remaining portions or provisions of this Service Agreement shall not be affected, and such part, term, paragraph or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Service Agreement to the maximum extent permitted by law.

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is $3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #	Amount: $102,085	Date: 12/15/2020
Daktronics, Inc #3510		

Description of item/service:

Daktronics Parts Coverage which includes:

- Daktronics Expedited Parts Processing: includes replacement parts, repair and return parts and exchange parts.
- Shipping of repaired or replaced failed electronic components to and from Daktronics.
- Technical Phone Support:
- General phone support hours 24/7/365.
- Remote assisted technical support.
- Account Services: Access to Daktronics Service Coordination 24/7/365.
- On-Site Field Services: On-site response between 24-48 hours of notification.
- One Annual System Check to include display and control system checks and display filter change when applicable.
- On-Site Parts Inventory Management, including inventory control.

Justification- Explain why this vendor is the only vendor that can perform this work:

The original agreement for parts and service with Daktronics began with Central Illinois Arena Management. This agreement is a continuation but with the City of Bloomington as the signatory. The agreement is for 3 years beginning 11/30/2020. All audio/visual equipment at the Arena has been provided by and maintained by Daktronics Inc. since 2015.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Jay Tetzloff - Eric Veal approval by email. 12/16/2020

(Name and Signature of Department Head) Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☑ / do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

Carla A Murillo 12/16/2020

Name and Signature of Purchasing Agent or Designee Date

Re: Daktronics Procurement Memo 2135 - Approval for LSJF

Eric Veal <eveal@cityblm.org>
Wed 12/16/2020 4:36 PM
To: Carla Murillo <cmurillo@cityblm.org>

Carla,

Jay and I approve.

Thanks

Eric

From: Carla Murillo <cmurillo@cityblm.org>
Sent: Wednesday, December 16, 2020 4:23 PM
To: Eric Veal <eveal@cityblm.org>
Subject: Daktronics Procurement Memo 2135 - Approval for LSJF

Hi Eric. Do you approve this LSJF? Thanks.

Respectfully,

Carla A. Murillo
Procurement Manager
Legal Department
309-434-2277

DAKTRONICS INVOICE

Remit To:
DAKTRONICS, INC.
SDS-12-2222
PO BOX 86
MINNEAPOLIS, MN 55486 (USA)

Invoice No: 6909214
Invoice Date: 11/02/20
Payment Due Date: 12/02/20
Customer No: 142149-003
Purchase Order No: PER SIGNED AGREEMENT

DAKTRONICS, INC.
EIN # [redacted]
201 DAKTRONICS DRIVE
PO BOX 5110
BROOKINGS, SD 57006 (USA)
Phone: 800-325-8766
Fax: 605-697-4700
www.daktronics.com

Sold To:

ACCOUNTS PAYABLE
City of Bloomington
PO Box 3157
BLOOMINGTON, IL 61702 (USA)

Attn: Accounts Payable

Ship To:

,

Order Number	Delivery Terms	Payment Terms
E23381-1		NET 30 DAYS

Description	Unit Price	Amount
CS-MAINTENANCE AGREEMENT SERVICE AGREEMENT FROM 12/01/20 TO 11/30/21	32,790.00	32,790.00
	Subtotal	32,790.00

For questions regarding this invoice please contact Daktronics, Inc.
Customer Service at: 800-325-8766 or Fax: 605-697-4444.

Approved by City Manager Tim Gleason

Date Signed

Invoice Total	32,790.00
Payments Received	0.00
Amount Due	32,790.00
	Currency USD

DAKTRONICS

No return goods accepted without prior authorization.
For invoice inquiry, contact us at *acctsrec@daktronics.com*.
****For Overnight Packages, please use this address: Daktronics, U.S. Bank Lockbox, SDS-12-2222, 1200 Energy Park Dr., St Paul, MN 55108**

Payments can be made in U.S. Dollars at this link: www.daktronics.com/payonline .

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: January 11, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Brenntag Mid-South, Inc., for the Purchase of Cationic and Anionic Polymer, in the amount of $76,500, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Contract 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: Public Works is recommending the approval of a Contract, in the amount of $76,500, with Brenntag Mid-South, Inc., utilizing a limited source justification, in order to purchase cationic polymer and anionic polymer for water treatment purposes.

Each year, staff requests competitive bids for most of the annual water treatment chemical needs. However, these bids historically have not included polymers for the water clarification process. Through years of exhaustive bench testing and actual use at the water treatment plant, staff determined which polymers work with the specific water quality desired by our water treatment plant.

The current contract with Brenntag Mid-South expires on April 30, 2021. Staff is requesting that the proposed contract begin May 1, 2021 and extend through April 30, 2022. The quoted price for both polymers includes delivery fees. The current rates, proposed rates, and rate changes are as follows:

Polymer	Current Rate	Proposed Rate	Rate Change
Cationic Polymer	$0.86 per pound	$0.86 per pound	No Increase
Anionic Polymer	$1.55 per pound	$1.55 per pound	No Increase

Historical average dosages of the cationic and anionic polymers are 12.4 and 4.7 pounds per million gallons of water treated, respectfully. Assuming a relatively dry year with an average rate of 11.5 million gallons pumped per day, costs would be $44,817.25 for cationic polymer and $30,398.46 with a 1.5% buffer for a total annual expenditure of $76,500.

The polymers used by the City are as follows:

Polymer	Product Name	Typical Dosage
Cationic Polymer	Robin 120	~1.25 – 1.75 parts per million
Anionic Polymer	Robin 30A	~0.25 – 0.50 parts per million

The City uses two different types of polymers for two different purposes. Both types are extremely critical in removing particles from the reservoir water that is being used. The broad difference between the two polymers is that one polymer has a net positive charge (cationic) and the other has a net negative charge (anionic). The cationic polymer is used to neutralize the net negative surface charges of the particles in the reservoir water, which then collide and stick together in the large groups of particles, (algae, bacteria, silt, possible disease causing organisms, etc.), which settle out as heavier than water particles and are removed during treatment. The anionic polymer improves the settling characteristics of the heavier than water particles and the minerals (hardness) that are removed during the softening process. Both types of polymers are extremely important in assuring that small particles of potential health significance are removed during treatment.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because the Water Division needs to effectively treat surface water.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, $76,500 will be encumbered on a purchase order on May 1, 2021 (FY 2022) for this purchase. The FY 2022 Proposed Budget will include the $76,500 amount under the Water Purification–Water Chemicals account (50100130-71720).

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

Respectfully submitted for Council consideration.

Prepared by: Kevin Whitehouse, Superintedent of Water Purification

Reviewed by:

Kevin Kothe, Director of Public Works 12/28/2020

Chris Tomerlin, Budget Manager 12/28/2020

Jeffrey R. Jurgens, Corporation Counsel 1/4/2021

Tara Henry, Legislative Assistant 1/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 1B Contract Water Polymer Contract 01112021
- PW 1C Quote FY22 Water Polymer Contract 01112021
- PW 1D Brenntag Mid South LSJF for Council Memo 2122

CITY OF BLOOMINGTON
CONTRACT WITH
Brenntag Mid-South, Inc.
FOR
Robin 120 Cationic Polymer & Robin 30A Anionic Polyme

THIS AGREEMENT, dated this 11th day of January, 2021, is between the City of Bloomington (hereinafter "CITY") and Brenntag Mid-South, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

Section 3. **Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR: a ☐ mp sum amount of $__________; or the an ☑ nt(s) set forth in Exhibit B. Invoices shall be due and payable within 30 days of submission.

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

Section 5. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than $2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of $3,000,000 for each occurrence, $3,000,000 in aggregate.

Section 7. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 8. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 9. Compliance with Laws. CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 10. **Prevailing Wage.** The following shall apply to this contract:

☑ This contract is not for a "public work" and therefore Prevailing Wage does not apply. ***Initial:*** ____ (City) __CO__ (CONTRACTOR)

☐ This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. This also includes the recent addition of Public Act 100-1177 which came effective on June 1, 2019.
Initial: _____ (City) _____ (CONTRACTOR)

Section 11. Compliance with FOIA Requirements. CONTRACTORfurther explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

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

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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

- ☐ Until all of the services and/or deliverables required to provided within this Contract are completed.
- ☐ From one (1) year from the date of execution.
- ☐ From two (2) years from the date of execution.
- ☑ Other: May 1, 2021 through April 30, 2022

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

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON	Brenntag Mid-South, Inc.
By: __________	By: [redacted]
Its City Manager	Its Branch Mgr.
ATTEST:	
By: __________	By: __________
City Clerk	Its __________

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Polymer	Product Name	Typical Dosage
Cationic Polymer	Robin 120	1.25 - 1.75 parts per million
Anionic Polymer	Robin 30A	0.25 - 0.50 parts per million

EXHIBIT B
FEES / COMPENSATION

Product	Package	Cost
Robin 120	475# Drum	$0.86 per pound
Robin 30A	2300# Tote	$1.55 per pound

BRENNTAG

Brenntag Mid-South, Inc.
4616 S. Enterprise Drive
Bartonville, IL 61607

WE ARE PLEASED TO SUBMIT THIS QUOTATION IN ANSWER TO YOUR INQUIRY

THIS QUOTATION IS SUBJECT TO THE SPECIAL CONDITIONS ON THE LAST PAGE OF THIS DOCUMENT

City of Bloomington
Bloomington, IL
Attn: Joe Darter
email: jdarter@cityblm.org

December 23, 2020

QUOTATION

FOB: Delivered

Terms: Net 30 Days

Quantity	Container	Description	Price	U/M	Deposit
475 lb	Drum	ROBIN 120 – BMS ID 390435	$0.86	lb	N/A
2300 lb	Tote	ROBIN 30 A – BMS ID 952614	$1.55	lb	N/A
		Prices firm 5/1/2021 thru 4/30/2022			

Best Regards,

Brenntag Mid-South

Clint Olin
Branch Manager

cc:

NOTE: The prices indicated on this quotation are for acceptance within thirty (30) days from the date of this quotation, and unless otherwise specified, are subject to change without notice. We reserve the right to increase unit price if quantity is reduced.

Orders placed with us against this quotation will be subject to the following terms and conditions:

1. Any tax or governmental charge increasing the cost to the Seller of producing, selling, or delivering the article herein specified, or of procuring materials used therein, may, at the Seller's option, be added to the price herein specified.

2. Seller's liability as to delivery ceases upon making delivery of material to carrier at shipping point in good condition; the carrier acting as Buyer's agent.

3. The Seller makes no warranty of any kind, express or implied, except that the goods sold shall be of merchantable quality; and the Buyer assumes all risk and liability for results obtained by the use of the materials purchased, whether used singly or in the combination with other products.

4. No claim of any kind, whether as to goods delivered or for non-delivery of goods, shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed; and failure to give notice of claim within 10 days from date of delivery, or the date fixed for delivery, respectively, shall constitute a waiver by the Buyer of all claims in respect of such goods.

5. In the event of fire, flood, drought, earthquake, windstorm, accident, explosion, civil commotion, labor trouble, embargo, car shortage, reduced supply of raw materials, inability of Seller to obtain from its regular source of supply any commodity ordered against this quotation which does not manufacture, or any other circumstances beyond the control of the parties, which interferes with the production, transportation, or consumption of the commodities ordered against this quotation, quantities so affected may be cancelled without liability.

6. The Seller shall not be liable for any loss or delay in furnishing the goods ordered against this quotation occasioned through acts of governmental authorities suspending contracts, commandeering or requisitioning businesses, industries, plants, materials, or machinery, creating embargoes, causing cessation or interruption of transportation, causing delay by reason of conscription of men, or in any other way interfering with the Seller's production. If by reason of any of the above causes the production of the Seller shall be partially or wholly curtailed, deliveries may be either proportionately or wholly suspended, as the case may be, and resumed after the removal of the cause and continued until the entire quantity purchased has been delivered; provided that, if such delay in delivery of any portion shall be for more than thirty days, the undelivered portion may be cancelled by either the Buyer or the Seller upon five days' written notice to the other.

7. Freight charges, unless otherwise specified, will be subject to change at time of shipment.

8. Any surcharges inherent to delivery of product to the Buyer, unless otherwise specified, will be for the account of the Buyer (charges for hoses, pumps, demurrage, pallets, container deposits, etc.)

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B (D only if necessary).

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is $3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Brenntag Mid-South, Inc. Vendor #: 1502	Amount: $76,500.00	Date: 11/30/2020

Description of item/services: Contract for the purchase of polymers for the period of 05/01/2021 - 04/30/2022

Justification: Each year, staff requests competitive bids for most of the annual water treatment chemical needs. However, these bids have historically have not included polymers for the water clarification process. Through years of exhaustive bench testing and actual use at the Water Treatment Plant, staff determined which polymers work with the specific water quality desired by our Water Treatment Plant.

The current contract with Brenntag Mid-South, Inc., expires on April 30, 2021. Staff is requesting that the proposed contract begin May 1, 2021 and extend through April 30, 2022. The quoted price for both polymers includes delivery fees. There is no cost increase for the polymers for FY2022 under this contract.

Polymer	Current Price	Proposed Price	Percent Change
Cationic Polymer	$0.86 per pound	$0.86 per pound	0% increase
Anionic Polymer	$1.55 per pound	$1.55 per pound	0% increase

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Kevin Kothe Kevin Kothe 12/29/2020

(Name and Signature of Department Director or Designee) Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☑ do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

Carla A Mueller 12/29/2020

Name and Signature of Purchasing Agent or Designee Date

 Revised: 08/13/2019

CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: January 11, 2021

SPONSOR: Public Works Department

WARD IMPACTED: Ward 5

SUBJECT: Consideration and action on a Resolution Authorizing a Change Order in the Amount of $75,757.67 to the Sunset Road Water Main Replacement Construction Contract Between the City of Bloomington and Stark Excavating, Inc., as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Resolution and Change Order be approved.

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

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

BACKGROUND: Public Works is recommending the approval of a change order in the amount of $75,757.67 to the Construction Contract with Stark Excavating, Inc., for the Sunset Road Water Main Replacement.

On June 8, 2020, Council approved a Construction Contract with Stark Excavating, Inc., for the water main replacement on Sunset Road, in the amount of $628,316.00. Several field modifications were necessary as a result of unforeseen conditions including: conflicts with or proximity to existing public and private utilities, changes in sizes, quantity, and extents of contract pay items, additional pavement and traffic control, and changes necessary to coordinate with the forthcoming resurfacing of Sunset Road.

As a result of the resurfacing of Sunset Road following the water main reconstruction, the pavement removal and replacement included in the contract was compacted gravel to provide a sufficient temporary driving surface and an affordable immediate milling surface. The new water main also runs through Emerson Street and Foley Avenue, which required concrete patches that were not included in the original contract. The distance of watermain on Emerson Street also had to be increased from original quantities, as a result of a modified alignment from unforeseen conflicts with existing storm sewers. The pavement on Emerson Street was also deteriorating, which resulted in larger patches than planned. As a result of the new water main alignment on Emerson Street, modified traffic control from the original plan was required. There were also oversized services and unrecorded, independently installed services on Sunset Road that were not included in the original quantities.

The field modifications that were required were made simultaneous with the water main reconstruction and were based on the existing field conditions. As a unit price contract, this resulted in an additional expense to the contract and thus the need to approve a formal change order to the contract price so that the contractor can be paid. Since the field modifications were made simultaneous with the reconstruction project, the City avoided a costly extension of the construction timeline and also avoided the expense of patching which would have been required to ensure Sunset Road was stabilized for winter driving.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because the Sunset Road water main reconstruction has been completed.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If the change order is approved, a transfer of budgeted funds in the amount of $75,757.67 will be made from the Water Transmission & Distribution - A&E for Capital account (50100120-70051) to the Water Transmission & Distribution – Water Main Construction account (50100120-72540) and the payment will be processed from the latter account. Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on page 120 & 121. The additional funds will be procured from the Meadowbrook Subdivision Water Main Replacement Design for FY 2021 that has been rescheduled for FY 2022.

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

Respectfully submitted for Council consideration.

Prepared by: Jonathan Kothe, Civil Engineer I

Reviewed by:

Kevin Kothe, Director of Public Works 12/28/2020

Carla Murillo, Procurement Manager 12/29/2020

Chris Tomerlin, Budget Manager 12/30/2020

Jeffrey R. Jurgens, Corporation Counsel 1/6/2021

Tara Henry, Legislative Assistant 1/6/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 2B Resolution_Sunset Rd. Water Main Replacement 01112021
- PW 2C Change Order_Sunset Rd. Water Main Replacement 01112021
- PW 2E Project Map_Sunset Rd. Water Main Replacement 01112021
- PW 2D Council Memo Sunset Road Water Main Replacement 01112021

RESOLUTION NO. 2021 - ___

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF $75,757.67 TO THE SUNSET ROAD WATER MAIN REPLACEMENT CONSTRUCTION CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND STARK EXCAVATING, INC.

WHEREAS, the City of Bloomington has previously authorized a contract with Stark Excavating, Inc., for the design and observation work for the Sunset Road Water Main Replacement (June 8, 2020, Consent Agenda Item No. 11E); and

WHEREAS, the City has encumbered $628,316.00 of budgeted funds for the FY2021 Sunset Road Water Main Replacement Contract; and

WHEREAS, the awarded contract amount has been utilized by Stark Excavating, Inc. and will require additional funds for additional work; and

WHEREAS, it is desired to proceed with additional construction by extending the Stark Excavating, Inc. current proposal through a change order for a total contract amount of $704,073.67 with the additional $75,757.67 being added by change order; and

WHEREAS, the change order is germane to the original contract as signed and is in the best interest of the City and authorized by law.

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

That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to secure the Change Order, and any other necessary documents.

PASSED this 11th day of January 2021.

APPROVED this ___ day of January 2021.

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

20117

Change Order

No. 1 REV

Date of Issuance: ____________ Effective Date: 1/11/2021

Project: Sunset Road Water Main Replacement	Owner: City of Bloomington	Owner's Contract No.: 0191895.00
Contract: Construction		Date of Contract: 6/8/2020
Contractor: Stark Excavating, Inc.		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Addition of new Unit Prices and extra quantities.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price: $ 628,316.00	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): ______ Ready for final payment (days or date): ______
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: $ 0	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): ______ Ready for final payment (days): ______
Contract Price prior to this Change Order: $ 628,316.00	Contract Times prior to this Change Order: Substantial completion (days or date): ______ Ready for final payment (days or date): ______
[Increase] [Decrease] of this Change Order: $ 75,757.67	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): ______ Ready for final payment (days or date): ______
Contract Price incorporating this Change Order: $ 704,073.67	Contract Times with all approved Change Orders: Substantial completion (days or date): ______ Ready for final payment (days or date): ______

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: ____________	By: ____________	By: [redacted]
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: ____________	Date: ____________	Date: 12-15-2020

Approved by Funding Agency (if applicable):

______________________________ Date: ____________

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Original Bid						Final Cost	
Biditem	QTY	UNIT	Description	Unit Price	Bid Amount	Actual	Total
10	90	LF	CONCRETE C&G REMOVE & REPLACEMENT	$75.00	$6,750.00	87	$6,525.00
20	1	EACH	DI WM FITTINGS, 8X8 INCH TEE	$600.00	$600.00	1	$600.00
30	7	EACH	DI WM FITTINGS, 8X6 INCH TEE	$550.00	$3,850.00	7	$3,850.00
40	1	EACH	DI WM FITTINGS, 8X4 INCH TEE	$500.00	$500.00	1	$500.00
50	1	EACH	DI WM FITTINGS, 90 DEG BEND- 8 INCH	$450.00	$450.00	1	$450.00
60	4	EACH	DI WM FITTINGS, 45 DEG BEN- 8 INCH	$425.00	$1,700.00	2	$850.00
70	7	EACH	DI WM FITTINGS, 11.25 DEG BEN- 8 INCH	$400.00	$2,800.00	2	$800.00
80	2	EACH	DI WM FITTINGS, 90 DEG BEN -4 INCH	$325.00	$650.00	2	$650.00
90	1	LSUM	EROSION CONTROL	$1,300.00	$1,300.00	1	$1,300.00
100	7	EACH	HYDRANT ASSEMBLY, 6 INCH	$4,000.00	$28,000.00	7	$28,000.00
110	1	LSUM	MOBILIZATION	$44,638.10	$44,638.10	1	$44,638.10
120	1690	SQYD	PAVEMENT R&R, TYPE E	$18.00	$30,420.00	1522	$27,396.00
130	1	LSUM	PRE CONSTRUCTION VIDEO	$500.00	$500.00	1	$500.00
140	8	EACH	RESILIENT WEDGE GATE VALVE, 8 INCH	$1,400.00	$11,200.00	8	$11,200.00
150	7	EACH	RESILIENT WEDGE GATE VALVE, 6 INCH	$1,000.00	$7,000.00	7	$7,000.00
160	1	EACH	RESILIENT WEDGE GATE VALVE, 4 INCH	$925.00	$925.00	1	$925.00
170	1	LSUM	SEEDING & RESTORTATION	$20,000.00	$20,000.00	1	$20,000.00
180	40	LF	STEEL CASING PIPE BORED & JACKED, 18 INCH	$886.00	$35,440.00	40	$35,440.00
190	80	LF	STORM SEWER WMQ, 12 INCH	$70.00	$5,600.00	67	$4,690.00
200	1	EACH	TAPPING VALVE & SLEEVE, 8 INCH	$5,500.00	$5,500.00	1	$5,500.00
210	2	EACH	TAPPING VALVE & SLEEVE, 6 INCH	$5,300.00	$10,600.00	2	$10,600.00
220	100	LF	TILE REPAIR 8 INCH DIA OR LESS	$21.50	$2,150.00	0	$0.00
230	100	LF	TILE REPAIR 8 INCH DIA TO 14 INCH DIA	$37.00	$3,700.00	0	$0.00
240	1	LSUM	TRAFFIC CONTROL	$16,000.00	$16,000.00	1	$16,000.00
250	2004	CY	TRENCH BACKFILL	$19.60	$39,278.40	1793	$35,142.80
260	2997	LF	WATER MAIN, DI CL 52, 8 INCH	$81.50	$244,255.50	3025	$246,537.50
270	46	LF	WATER MAIN, DI CL 52, 6 INCH	$132.50	$6,095.00	46	$6,095.00
280	132	LF	WATER MAIN ENCASEMENT	$114.50	$15,114.00	42	$4,809.00
290	16	EACH	WATER SERVICE, SHORT SIDE 1"	$1,000.00	$16,000.00	16	$16,000.00
300	1	EACH	WATER SERVICE, SHORT SIDE 4"	$5,700.00	$5,700.00	1	$5,700.00
310	16	EACH	WATER SERVICE, LONG SIDE 1"	$3,350.00	$53,600.00	11	$36,850.00
320	2	EACH	WATER SERVICE, LONG SIDE 1.5"	$4,000.00	$8,000.00	2	$8,000.00
			ORIGINAL CONTRACT SUBTOTAL		$628,316.00		$586,548.40
			ADDITIONAL WORK				
1000		SQYD	AUP: PAVEMENT R&R, TYPE C 11"	$218.00		343.1	$74,795.80
1010		LF	AUP: STORM SEWER WMQ, 16 INCH	$239.00		20	$4,780.00
1020		LF	AUP: WATER SERVICE 2"	$51.00		64	$3,264.00
1030		LSUM	AUP: TRAFFIC CONTROL - EMERSON	$3,900.00		1	$3,900.00
1040		LF	AUP: 12" POLYWRAP	$8.25		54	$445.50
1050		EACH	AUP: DI WM FITTINGS, 22.5 DEG BEN- 8 INCH	$400.00		2	$800.00
1999		LSUM	VARIOUS FORCE ACCOUNT WORK	$29,539.97		1	$29,539.97
			ADDED WORK SUBTOTAL				$117,525.27
			GRAND TOTAL		**$628,316.00**		**$704,073.67**

CHANGE ORDER AMOUNT	**$75,757.67**


SUNSET RD
E EMERSON ST
EBACH DR
MI CT
ELLEN WAY
INVERNESS DR
MARK LN
H DR

118
85
250104

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 11.E

FOR COUNCIL: June 8, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 5

SUBJECT: Consideration and action to approve a Contract with Stark Excavating, Inc. for the Sunset Road Water Main Replacement Project (Bid # 2020-58), in the amount $628,316, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Contract be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 2e. Investing in the City's future through a realistic, funded capital improvement program
-Objective 2b. Quality water for the long term
-Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works is recommending the approval of a contract with Stark Excavating, Inc., for the Sunset Water Main Replacement Project in the amount of $628,316. As the Department finalized plans to resurface Sunset Road last year, staff discovered that the water main under Sunset Road needs to be replaced. Unfortunately, with this discovery, the City had to postpone plans to resurface Sunset Road in order to replace the water main. The decision was based on the City's proactive approach to road maintenance, which includes replacing underground infrastructure (water, sanitary sewer, and storm water pipes), as needed, prior to street resurfacing. Public Works sent letters to property owners on Sunset Road to inform them of the postponement. The water main replacement will be in conjunction with the resurfacing project, which is included in the approved Fiscal Year 2021 resurfacing program.

To maintain the City's complex water system, the water main replacement program prioritizes those mains that are most likely to require attention. The Water Division performs a risk assessment for water mains that includes various likelihood and consequence of failure factors. These factors, which determine relative risk, are used to determine capital water main projects included in the capital plan. The Division's analysis indicated that the water main on Sunset Road needs to be replaced.

The Public Works Department prepared the Sunset Water Main Replacement Project proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:00 PM Tuesday, May 5, 2020, at Grossinger Motors Arena. Staff received two

(2) bids and opened them at 1:00 PM Tuesday, May 5, 2020, in the City Council Chambers, streamed live on the City website.

Contractor	Bid Amount (Bid #2020-58)
Stark Excavating, Inc.	$628,316
George Gildner, Inc.	$658,131

The project is expected to be completed by November 1, 2020.

Staff and the design engineering firm, Farnsworth Group, Inc., have analyzed the bids and recommend the acceptance of the lowest bid from Stark Excavating, Inc. in the amount of $628,316. Both firms are local, based in Bloomington.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because the Water Division's analysis indicates the Sunset Water Main needs to be replaced, especially since it needs to be replaced before resurfacing can be completed on Sunset Road.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The invitation to bid was published on Monday, April 13, 2020, in the Pantagraph.

FINANCIAL IMPACT: If approved, a budget transfer will be processed to move $74,316 from the Water Transmission & Distribution-Other Professional & Technical Services account (50100120-70220) to the Water Transmission & Distribution-Water Main Construction and Improvement account (50100120-72540). The awarded amount of $628,316 will then be paid from the Water Transmission & Distribution-Water Main Construction and Improvement account (50100120-72540).

The original budget for the project was $609,000, including $55,000 for Construction Administration and Observation and $554,000 for construction. The difference of $19,316 is available in the Water budget to cover the difference.

Stakeholders can locate the project in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 84, 85, 169, 208, 209, 219 and 220.

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

Respectfully submitted for Council consideration.

Prepared by: Jason Harden, Superintendent of Water Distribution

Reviewed by:

Kevin Kothe, City Engineer	5/26/2020	Carla Murillo, Procurement Manager	6/3/2020
Chris Tomerlin, Budget Manager	6/3/2020	Jeffrey R. Burgens, Corporation Counsel	6/3/2020
Tara Henry, Legislative Assistant	6/4/2020		

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 2B Contract - COI for Sunset water main replacement 06082020
- PW 2C Bid Tab Sunset Water Main Replacement 06082020
- PW 2D Sunset Water Main Replacement Map 06082020

CITY OF BLOOMINGTON
CONTRACT WITH
Stark Excavating, Inc.
FOR
Sunset Rd Water Main Replacement

THIS AGREEMENT, dated this 8th day of June, 2020, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFQ & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY: Bid #2020-58 Sunset Rd Water Main Replacement (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning ofthe Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. This includes Public Act 100-1177 which became effective on June 1, 2019.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Bid #2020-58 Sunset Rd. Water Main Replacement

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

- [ ] A flat fee of $________ as set forth in the Procurement Documents.
- [X] Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON	Stark Excavating, Inc.
By: ____________	By: [redacted]
Its City Manager	Its Vice President
ATTEST:	[redacted]
By: ____________	By:
City Clerk	Its Secretary

CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: January 11, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

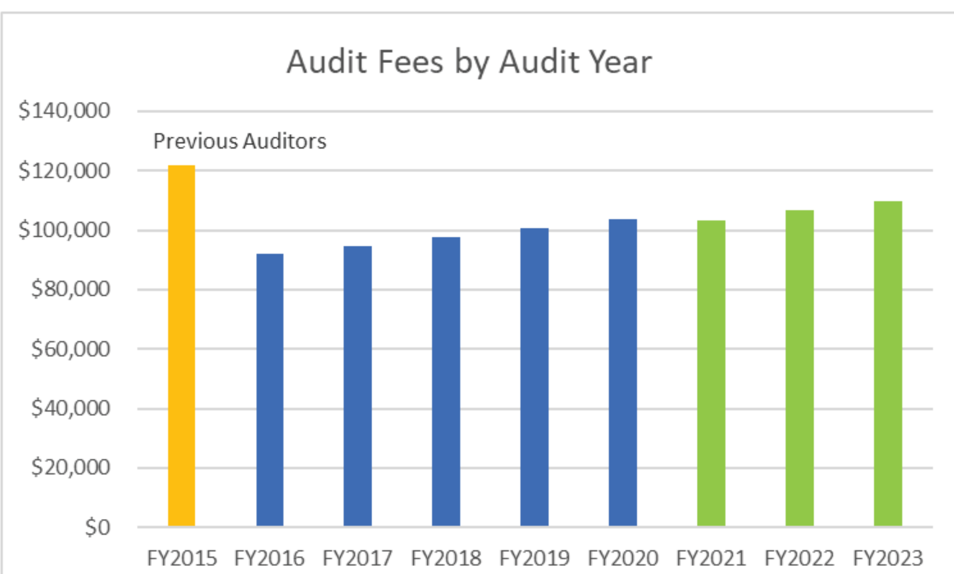
SUBJECT: Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Extending the Audit Services Contract with Baker Tilly, LLP Through Audit Year 2023, as requested by the Finance Department.

RECOMMENDED MOTION:
The proposed Resolution be approved.

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

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

BACKGROUND: Baker Tilly, LLP has served as the City's auditor since their five-year award in FY 2016. In year one of their award, the City saved over $30,000. Annual audit fees increased three (3) percent each year following. Baker Tilly, LLP has provided quality audit and consulting services and has proven to be a valuable partner by responding quickly to complex issues for decision makers, assigning senior staff to engagements and being flexible and efficient during the pandemic shutdowns. Baker Tilly, LLP's three-year fee proposal has a less than a two (2) percent increase for the FY 2021 audit, .95 percent increase for the FY 2022 audit, and a three (3) percent increase for the FY 2023 audit. The City is still paying less than it did for the FY 2015 audit by previous auditors.



Baker Tilly, LLP is ranked among the top fifteen (15) largest accounting firms nationally and offers a wide variety of other services that the City may take advantage of from time to time. By using Baker Tilly, it shortens the learning curve required by a new firm especially when the professional services have a high-level need for technical knowledge and are subject to legal requirements and transparency. Based on the City's experience, coupled with the reasonableness of audit fees, Finance recommends extending the Baker Tilly LLP audit services for three years through the FY 2023 audit.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City because it is a legal requirement and staff is recommending it be approved. The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The City is required to have an audit each year which is included in the annual budget. Audit costs can vary if additional audit work is necessary, for example, new federal grant funding (COVID19), or a TIF district with incremental revenue of more than $100k. The audit fees quoted by Baker Tilly, LLP will be included in the City's fiscal year budgets; with the FY21 audit expense being budgeted and payable in FY22. The fees shown below can be seen in more detail in the Baker Tilly Proposal included with this memo.

Description	FY 2021	FY 2022	FY 2023
City of Bloomington - Financial Statements, Single Audit*	$78,190	$80,540	$82,960
Grossinger Motors Arena**	21,730	22,380	23,050
TIF Audit	2,090	2,150	2,210
Foreign Fire Insurance Board	2,900	2,990	3,080
Library Foundation	3,480	3,580	3,690
	$108,390	$111,640	$114,990

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Chief Accountant

Reviewed by:

Chris Tomerlin, Budget Manager 12/14/2020

Carla Murillo, Procurement Manager 12/15/2020

Jeffrey R. Jurgens, Corporation Counsel 1/4/2021

Tara Henry, Legislative Assistant 1/5/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- FIN 2B Resolution for Bid Waiver_ Baker Tilly Audit Services 11-30-2020
- FIN 2C Baker Tilly Audit Fee Proposal 2126

RESOLUTION NO. 2021 - ___

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND EXTENDING THE AUDIT SERVICES CONTRACT WITH BAKER TILLY, LLP THROUGH AUDIT YEAR 2023

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

WHEREAS, the City, having an effective professional services relationship with Baker Tilly, LLP for annual audit services over the past five years and the low cost of proposed audit fees for continued audit services; and

WHEREAS, Baker Tilly, LLP has a record of providing quality services, assigning senior audit staff to City audits, efficient use of city staff time, and proven responsiveness to complex issues; and

WHEREAS, Baker Tilly, LLP proposed audit fees reasonable and lower than audit fees paid to previous auditors for the FY2015 audit, and to ensure that the City of Bloomington has reliable and responsive audit services faithfully executed; and

WHEREAS, City staff requests the formal bidding process be waived and the City Manager be authorized to enter into a new agreements annually with Baker Tilly, LLP for the purchase of audit services beginning with the FY2021 audit through the FY2023 audit.

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

That the recitals set forth above are incorporated herein, and the City Manager, or designated representatives, are authorized to secure annual agreements with Baker Tilly, LLP for the audits through FY2023 and are authorized to execute any necessary documents to effectuate the contract.

PASSED this 11th day of January 2021.

APPROVED this _____ day of January 2021.

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

Baker Tilly Virchow Krause, LLP
1301 W 22nd St, Ste 400
Oak Brook, IL 60523-3389
tel 630 990 3131
fax 630 990 0039
bakertilly.com

May 5, 2020

Mr. Scott Rathbun
Director of Finance
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61701

Dear Mr. Rathbun:

Baker Tilly Virchow Krause, LLP (Baker Tilly) appreciates the opportunity to continue providing professional auditing services to the City of Bloomington (the City). We have enclosed our fees for the 3-year contract extension and hope you will consider the reasons we are the right firm to serve the City.

Familiarity fosters efficiency. As the City assess and plans its recovery from the financial impacts of the COVID-19 pandemic, a familiar and capable Baker Tilly audit team is one thing you can count on. You won't need to spend time explaining your operations to us, as our staff is already knowledgeable about many of the special needs and circumstances affecting the City. Partner Jason Coyle and Senior Manager Mike Malatt have served the City since we first audited the City four years ago. Based on previous experience, you know we will work with management on your timeline to ensure the audit process is timely and well-coordinated. We are also poised to help you with the challenges that lay ahead.

Extensive governmental audit experience. Baker Tilly organizes our public sector partners and staff along industry lines. With more than 1,000 government clients nationwide, including more than 100 in Illinois, we have the experience and expertise the City deserves. **Because we understand the unique requirements specific to local governments in Illinois, we are able to provide you with timely, relevant, and state-specific advice.**

Consistency and the opportunity for a fresh perspective. Throughout the duration of our work with the City, we have worked hard to maintain a comparatively consistent team from year to year. Consistency is something we pride ourselves on. At the same time, our public sector practice consists of more than 400 industry specialized professionals who can be called upon to bring on additional fresh perspectives whenever necessary.

Now, for tomorrow. At Baker Tilly, new technologies are revolutionizing the way we serve our clients. We are investing heavily in innovative new systems, applications and devices — and the City, not Baker Tilly, is the true beneficiary of these investments. From robotics process automation and dynamic audit solutions to collaboration tools and assurance analytics, our digital journey enhances our ability to help the City quickly adapt to a complex and changing environment.

We hope this proposal conveys that Baker Tilly continues to be the firm best suited to serve the City. We are committed to delivering exceptional quality and service; we will work hard to continue to be a Value Architect™ to the City to help you address your challenges and achieve your objectives.

Very truly yours,

BAKER TILLY VIRCHOW KRAUSE, LLP

[redacted]

Jason Coyle, CPA, Partner
+1 (630) 645 6205 | jason.coyle@bakertilly.com

Contract extension fees

Description	FY 2021	FY 2022	FY 2023
City of Bloomington - Financial Statements, Single Audit*	$78,190	$80,540	$82,960
Grossinger Motors Arena**	21,730	22,380	23,050
TIF Audit	2,090	2,150	2,210
Foreign Fire Insurance Board	2,900	2,990	3,080
Library Foundation	3,480	3,580	3,690
	$108,390	$111,640	$114,990
* This proposed cost includes the Federal Single Audit with up to two major federal programs. Additionally, these fees include costs associated with expanded procedures related to GASB 75 and GATA reporting requirements, which were not included within the scope of the previous contract agreement.			
** The fee for the Grossinger Motors Arena assumes no stand-alone financial statements and significant operations are centralized under the City's current operations and control structure.			
Each additional Single Audit major program, if needed	$3,000	$3,090	$3,180

Approved by City Manager Tim Gleason

Date Signed

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.H

FOR COUNCIL: January 11, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving an Agreement with InfoSend, Inc., for Use of Its Utility Bill Print Services, as requested by the Finance Department.

RECOMMENDED MOTION:
The proposed Resolution 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
-Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: In 2018, the City Council approved an agreement with Automated Merchant Services Inc. (AMS) as the City's payment solution provider. This coincided with the beginning of the City's Utility Billing system conversion from a legacy system to the City's enterprise resource provider (ERP), Tyler Munis. AMS was selected due to its experience with Tyler integration and its strategic partnerships with multiple billing and bill pay platforms. City Council approved the AMS referred electronic bill presentment and payment (EBPP) solution Invoice Cloud on November 23, 2020.

The City currently produces approximately 32,000 utility bills per month. Of those, approximately 28,000 are physically printed and mailed. An AMS strategic partner for bill print services is InfoSend, Inc. InfoSend is a market leader for utilities and government agencies. It has approximately 450 municipal utility, water district and government agency clients. Additionally, InfoSend is located strategically across the nation, ensuring both disaster mitigation and regional access to the USPS; with locations in California, Illinois and Texas.

InfoSend's Data Processing, Print, and Mail Service:

- **Cloud Based Data Processing:** data processing of raw data and print files is done within an InfoSend data center.
- **High Speed Digital Printing**: print statements, invoices, letters, postcards, notices, or other various documents using laser or inkjet technology: black, grayscale, black plus one or more spot colors, and full color printing are all supported.
- **USPS Compliance and Automation:** USPS compliant postal presorting is used to drive postage to the lowest available rates, leveraging the Full-Service Intelligent Mail Barcode (IMB) workflow.

- **Fast Service Level Agreements (SLA):** quick turn-around of document folding, inserting, presorting, and delivery to the USPS, with next business day job completion.

The City has utilized KUBRA Data Transfer, Ltd. as its print vendor since 1998. KUBRA has had a difficult time committing resources to the City related to file format changes needed for the pending utility billing conversion – currently targeted for March of 2021. It has also provided a cost proposal of $16,000 to $32,000 for those changes. InfoSend has waived implementation fees and has available resources. Additionally, InfoSend's bill production pricing is more favorable. Finance staff has performed a cost analysis. With the current KUBRA pricing structure, the City would realize approximate annual savings of $63,000 by switching to InfoSend. Given these details, Finance Staff propose the utilization of InfoSend begin in March 2021, to coincide with the go-live target of the Utility Billing system conversion. At that time, there will be approximately ten months remaining on the current KUBRA contract. The City can cover the minimum contractual obligation of $3,500 per month, or approximately $35,000 to fulfill its commitment. Given the City will save a minimum of $16,000 in file setup fees and approximately $63,000 in bill production fees, fulfilling the contractual minimum still results in savings of $44,000 over the first twelve months of the relationship. KUBRA has been notified of this intent.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary for the utility billing conversion, to ensure the City can print and send utility bills and will save the City money.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Utility Billing bill print services and postage are budgeted in the General Fund under the Billing Department's accounts: Printing and Binding (10011530-70611) and Postage (10011530-71017). If approved, FY 2021 costs will be limited to the month of April and are already captured in the budget. FY 2022 costs will be budgeted accordingly. Stakeholders can locate information on bill print expenses in the FY 2021 budget book titled "Budget Overview & General Fund" on page 152.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:

Chris Tomerlin, Budget Manager 12/30/2020

Jeffrey R. Jurgens, Corporation Counsel 1/6/2021

Tara Henry, Legislative Assistant 1/6/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- FIN 3B InfoSend Bid Waiver Resolution
- FIN 3C Infosend COLI 12302020

RESOLUTION NO. 2021 - ___

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH INFOSEND, INC., FOR USE OF ITS UTILITY BILL PRINT SERVICES

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

WHEREAS, the City approved an agreement with Automated Merchant Services, Inc. (AMS) in December of 2018 as its payment solution provider; and

WHEREAS, InfoSend is the strategic partner of AMS, which provides the utility bill print services the City wishes to provide to its citizens; and

WHEREAS, City staff requests the formal bidding process be waived and the City Manager be authorized to enter into the related agreement;

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

That the recitals set forth above are incorporated herein, and the City Manager, or designated representatives, are authorized to secure the agreement with InfoSend, Inc. and are authorized to execute any necessary documents to effectuate the agreement upon legal review and approval of the contractual documents.

PASSED this 11th day of January 2021.

APPROVED this _____ day of January 2021.

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

Client#: 581763 INFOSENDI

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2020

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

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

PRODUCER	
Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo, CA 92656	CONTACT NAME: Rocio Gutierrez PHONE (A/C, No, Ext): 949-425-7301 FAX (A/C, No): E-MAIL ADDRESS: occerts@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	[redacted]
INSURER B : NOVA Casualty Company	[redacted]
INSURER C : Underwriters at Lloyd's London	[redacted]
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

InfoSend, Inc.
4240 E La Palma Avenue
Anaheim, CA 92807

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			[redacted]	04/01/2020	02/01/2021	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$Included
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			[redacted]	04/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			[redacted]	04/01/2020	02/01/2021	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	02/01/2020	02/01/2021	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Prof Liab /Cyber Retro 12/01/06			[redacted]	02/01/2020	02/01/2021	$5,000,000 Agg. /Claim $25,000 Retention	
A	Crime			[redacted]	04/01/2020	02/01/2021	$300,000 /$5,000 Ret.	

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

City of Bloomington is included as additional insured with respects to General Liability per attached endorsement.

CERTIFICATE HOLDER	CANCELLATION
City of Bloomington 109 E. Olive Street Bloomington, IL 61701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Greg Fisher

Liability Insurance

Endorsement

Policy Period 04/01/2020 TO 02/01/2021

Policy Number 36031149

Insured InfoSend, Inc.

Name of Company FEDERAL INSURANCE COMPANY

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative [redacted]

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: January 11, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 3

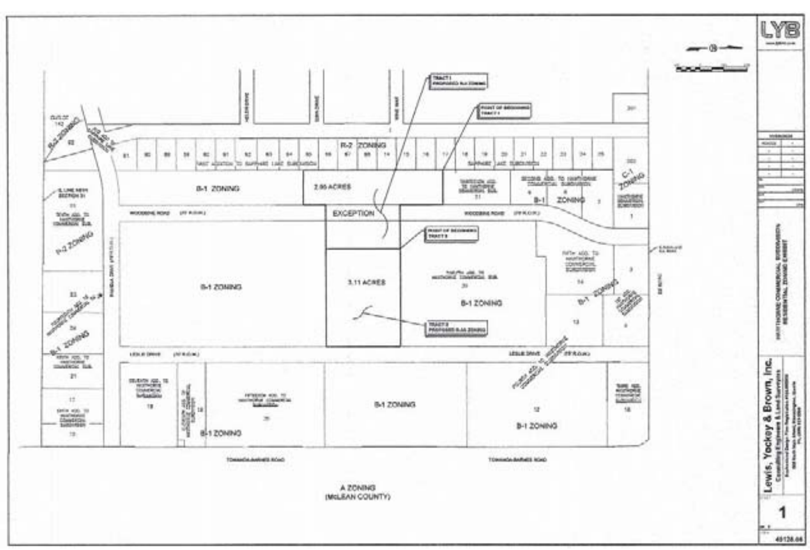
SUBJECT: Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Located South of General Electric Road and West of Towanda Barnes Road, Approximately 6.06 Acres in the Hawthorne Commercial Subdivision, from B-1 General Commercial District to R-2 Mixed Residence District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

RECOMMENDED MOTION:
The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
-Goal 4. Strong Neighborhoods

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

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



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

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

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Melissa Hon, Economic and Community Development Director	1/3/2021	Chris Tomerlin, Budget Manager	1/5/2021
Jeffrey R. Jurgens, Corporation Counsel	1/5/2021	Tara Henry, Legislative Assistant	1/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

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

ORDINANCE NO. 2021 - ____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR PROPERTY LOCATED SOUTH OF GENERAL ELECTRIC ROAD AND WEST OF TOWANDA BARNES ROAD, APPROXIMATELY 6.06 ACRES IN THE HAWTHORNE COMMERCIAL SUBDIVISION, FROM B-1 GENERAL COMMERCIAL DISTRICT TO R-2 MIXED RESIDENCE DISTRICT AND R-3A MULTIPLE-FAMILY RESIDENCE DISTRICT

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting to rezone the property commonly described as six and six-hundredths acres south of General Electric Road and West of Towanda Barnes Road in the Hawthorne Commercial Subdivision (PINs: 15-31-278-003; 15-31-276-026; 15-31-279-006), legally described in Exhibit A and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition to rezone the Property from B-1 General Commercial District to R-2 Mixed Residence District and R-3A Multiple-Family Residence District and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the petition to comply with the findings of fact guided by those purposes, standards and objectives of the City Code as set forth in Chapter 44 Division 17-6, E2; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of rezoning of the Property and zoning map amendment to R-2 Mixed Residence District and R-3A Multiple-Family Residence District; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition to rezone said Property.

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.

2. That the petition requesting to rezone the property commonly described as six and six-hundredths acres south of General Electric Road and West of Towanda Barnes Road in the Hawthorne Commercial Subdivision (PINs: 15-31-278-003; 15-31-276-026; 15-31-279-006), legally described in Exhibit A which is attached hereto and made part hereof by this reference, from B-1 General Commercial District to R-2 Mixed Residence District and R-3A Multiple-Family Residence District is hereby approved.

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

Passed on this 11th day of January 2021.

Approved on this ___________ day of January 2021.

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

EXHIBIT A

Legal Description

Tract 1, R-2 Rezoning:

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

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

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

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

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

Tract 2, R-3A Rezoning:

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

MINUTES

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

Mr. Boyd joined the meeting at 4:07.

REGULAR AGENDA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OLD BUSINESS

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

NEW BUSINESS

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

ADJOURNMENT

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

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.J

FOR COUNCIL: January 11, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 6

SUBJECT: Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Located at 806 S. Morris Avenue and 829 W. Elm Street from B-2 Local Commercial District to R-2 Mixed Residence District, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:
The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
-Objective 4c. Preservation of property/home valuations

BACKGROUND: 806 S. Morris Ave. and 829 W. Elm Street, the subject properties, are located at the northeast corner of the intersection of W. Elm Street and S. Morris Ave. Morris Avenue has an average of 5900 trips daily. W. Elm Street terminates and does not connect to streets east of Morris. Essentially, W. Elm Street acts as a local street leading only to single family homes; it has very little traffic. The subject properties are improved with a single-family home. The homes are in good condition and have maintained a single-family use since their construction. The subject property is adjacent to other single-family homes established in the early 20th century. The subject properties are zoned B-2. The homes are legal nonconforming structures under the B-2 Zoning Classification. The zoning appears to have been in place for several decades, however the area has maintained its residential use. The southeast corner of W. Elm Street and S. Morris Ave. is also zoned B-2 and is improved with a parking lot and convenience store built in 1989. The block south, the corner of Wood Street and Morris Avenue is also zoned commercial and is improved with a restaurant and auto service stations.

In September 2020, the City Council adopted an ordinance rezoning the property at 808 S. Morris Avenue from B-2 to R-2. At that time, Council also passed a resolution (Resolution 2020-26) directing staff to investigate and initiate a map amendment for the subject properties. The subject properties are contiguous to 808 S. Morris Ave. After notice was given, the Planning Commission held a public hearing on the zoning map amendments. The Planning Commission minutes are attached to this memo. The meeting is available online at www.cityblm.org/live. The public hearing materials are also online at https://www.cityblm.org/Home/ShowDocument?id=25559. No one spoke against the petition and no one spoke in favor of the rezoning. The Commission recommended approval of the map amendments, finding the map amendment to be in the public interest as it eliminates a nonconforming status and promotes the continued use of the structures as single-family homes.

City staff is aware of the Council's concerns regarding the COVID-19 pandemic. However, the approval of this Ordinance and Resolution have no negative financial impact on the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City of Bloomington Planning Commission held a virtual public hearing on the zoning map amendment on Wednesday, December 9, 2020. Notice of the hearing was published in *The Pantagraph* on Monday, November 23, 2020. Notices were also mailed to 125 property owners within 500 feet of the subject properties and a large metal notification sign was placed on the properties. No one spoke in favor of the petition. No one spoke against the petition. The Planning Commission found the application to be in the public interest and consistent with the goals of the Comprehensive Plan. The Commission also found the application to align with the City's guidelines for a map amendment outlined in Chapter 44 Division 17-6. The Commission unanimously recommended approval of the petition. A recording of the public hearing is available online at www.cityblm.org/live. A copy of the draft minutes is attached to this memo.

FINANCIAL IMPACT: The map amendment will ensure the life of the extant single-family homes. It will facilitate access to financing improving affordability and encouraging investment in the property, protecting property values and local revenues.

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

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

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

Chris Tomerlin, Budget Manager 1/4/2021

Jeffrey R. Jurgens, Corporation Counsel 1/4/2021

Tara Henry, Legislative Assistant 1/4/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- E&CD 1B Ordinance 806 & 829
- E&CD 1C Draft PC Minutes 120920

ORDINANCE NO. 2021 - _______

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR PROPERTY LOCATED AT 806 S. MORRIS AVENUE AND 829 W. ELM STREET FROM B-2 LOCAL COMMERCIAL DISTRICT TO R-2 MIXED RESIDENCE DISTRICT

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting to rezone the property commonly described as 806 S. Morris Avenue and 829 W. Elm 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, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition to rezone the Property from B-2 Local Commercial District to R-2 Mixed Residence District and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the petition to comply with the findings of fact guided by those purposes, standards and objectives of the City Code as set forth in Chapter 44 Division 17-6, E2; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of rezoning of the Property and zoning map amendment to R-2 Mixed Residence District; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition to rezone said Property.

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.

2. That the petition requesting to rezone the property commonly described as 806 S. Morris Avenue and 829 W. Elm Street, legally described in Exhibit A which is attached hereto and made part hereof by this reference, from B-2 Local Commercial District to R-2 Mixed Residence District is hereby approved.

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

Passed on this 11th day of January 2021.

Approved on this __________ day of January 2021.

CITY OF BLOOMINGTON

____
Tari Renner, Mayor

ATTEST

____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Descriptions

806 S. Morris Ave.

PIN: 21-08-228-003

LAWRENCE SUBN LOT 16 SUBN 8-23-2E

N43’ LOT 10 & N43’ W1/2 LOT 11 & S1/2 VAC ALLEY LYG N & ADJ

829 W. Elm St.

PIN: 21-08-228-013

LAWRENCE SUBN LOT 16 SUBN NE 8-23-2E

E1/2 LOT 11 & ALL LOTS 12 & 13 & VAC ALLEY LYG N & ADJ

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

Mr. Boyd joined the meeting at 4:07.

REGULAR AGENDA

A. Z-21-20 Public hearing, review, and action on a petition initiated by City Council (Res. 2020-26) to rezone 806 S. Morris Street from B-2 Local Commercial District to R-2 Mixed Residence District (Ward 6).

B. Z-22-20 Public hearing, review, and action on a petition initiated by City Council (Res. 2020-26) to rezone 829 W. Elm Street from B-2 Local Commercial District to R-2 Mixed Residence District (Ward 6).

Chairperson Headean introduced the items and asked for the staff report. Ms. Simpson stated that staff recommended in favor of both cases. She explained that a previous rezoning case regarding 808 S. Morris Street spurred City Council to pass a resolution rezoning the adjacent properties to the east and north. Staff also examined a parcel on the south side of Elm but did not recommend rezoning that parcel due to the cost involved in extending utilities to the lot.

Ms. Simpson mentioned that the residential units on 806 S. Morris and 829 W. Elm were built prior to its rezoning to B-2. Though there are commercial uses near these parcels, the subject block is primarily residential. Ms. Simpson briefly went over the findings of fact in these cases, stating that the items generally met the standards.

No members of the public testified on these items.

No discussion from the Commission.

Mr. Mohr made a motion to accept the Findings of Fact and that the map amendments are in the best interest. Ms. Montney seconded. Mr. Krieger seconded. Roll call vote: Mr. Stanczak – Yes, Mr. Danenburger – Yes, Mr. Boyd – Yes, Mr. Muehleck – Yes, Mr. Krieger – Yes, Mr. Mohr – Yes, Ms. Montney – Yes, Chairperson Headean – Yes. The motion carried. (8-0-0)

Mr. Mohr made a motion to approve the rezoning of 806 S. Morris Street from B-2 Local Commercial District to R-2 Mixed Residence District. Mr. Boyd seconded the motion. Roll call vote: Mr. Stanczak – Yes, Mr. Danenburger – Yes, Mr. Boyd – Yes, Mr. Muehleck – Yes, Mr. Krieger – Yes, Mr. Mohr – Yes, Ms. Montney – Yes, Chairperson Headean – Yes. The motion carried. (8-0-0)

Mr. Mohr made a motion to approve 829 W. Elm from B-2 Local Commercial District to R-2 Mixed Residence District. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak – Yes, Mr. Danenburger – Yes, Mr. Boyd – Yes, Mr. Muehleck – Yes, Mr. Krieger – Yes, Mr. Mohr – Yes, Ms. Montney – Yes, Chairperson Headean – Yes. The motion carried. (8-0-0)

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.K

<u>FOR COUNCIL</u>: January 11, 2021

<u>SPONSOR</u>: City Clerk Department

<u>WARD IMPACTED</u>: Ward 4

<u>SUBJECT</u>: Consideration and action on the Application from Green Top Grocery Cooperative, d/b/a Green Top Grocery, located at 921 E. Washington St., who is requesting a change in classification from a Class PBS (Package, Beer and Wine Only, and Sunday Sales) to a Class PAS (Package, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

<u>RECOMMENDED MOTION</u>:
The proposed License be approved, contingent upon compliance with all building, health, and safety, codes.

<u>STRATEGIC PLAN LINK</u>:
-Goal 5. Great Place – Livable, Sustainable City
-Goal 3. Grow the Local Economy

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

<u>BACKGROUND</u>: Green Top Grocery Cooperative, d/b/a Green Top Grocery, located at 921 E. Washington St., currently holds a Class PBS (Package Sales, Beer and Wine Only, and Sunday Sales) liquor license. The PBS license was approved by Council on March 13, 2017. Green Top has applied to change their liquor license classification to a Class PAS (Package Sales, All Types of Alcohol, and Sunday Sales) liquor license.

The applicant appeared before the Liquor Commission on Tuesday, December 8, 2020 (draft minutes attached) where the Commission unanimously approved sending the application with a positive recommendation to Council for consideration. All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

<u>COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED</u>: In accordance with City Code, on December 1, 2020 a public notice was published in *The Pantagraph* and 4 notices were mailed to the properties adjacent to the business. A Public Hearing was held on the December 8, 2020 Liquor Commission meeting.

<u>FINANCIAL IMPACT</u>: The current annual license fee for a Class PAS liquor license is $1,750, which will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2021 Budget Book titled "Budget Overview & General

Fund" on page 124. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:

Leslie Yocum, City Clerk 1/6/2021

Chris Tomerlin, Budget Manager 1/7/2021

George Boyle

George Boyle, Assistant Corporation Counsel 1/7/2021

Tara Henry, Legislative Assistant 1/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:
- CLK 2B Liquor License App_Green Top Grocery_Classification Change_Redacted
- CLK 2C DRAFT 12-8-2020 Liquor Commission Minutes_Green Top Grocery

CITY OF Bloomington ILLINOIS

City Clerk Department

December 1, 2020

City Clerk Requirement Verification Memo

To: Liquor Commission

Re: Legal Name: Green Top Grocery Cooperative

D/B/A Name: Green Top Grocery

Dear Reviewer,

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- ☑ Articles of Incorporation
- ☑ BASSET Certifications for Management
- ☑ Certificate of Good Standing with the State of Illinois
- ☑ Certificate of Liability Insurance (DRAM Shop)
- ☑ Liquor Bond in the amount of $2,000
- ☑ Financial Information
- ☑ A Lease between Foundry Square LLC and Green Top Grocery Cooperative for the term 12/31/2015 to 12/31/2025

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Respectfully,

Amanda Mohan
Records and Licensing Specialist

Bloomington City Hall
109 East Olive Street
Bloomington, Illinois 61701
cityclerk@cityblm.org

Phone: (309) 434-2240
Fax: (309) 434-2628
TTY (309) 829-5115
www.CityBlm.org

Bloomington ILLINOIS

Liquor License Application

Applicant Business Contact Information: *Please fill in your business information completely and legibly.*

Legal Entity Name (Corporate/LLC Name)	Green Top Grocery Cooperative
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	Green Top Grocery
Legal Entity Address *(including City, State, and Zip)*	921 East Washington Street, Bloomington, IL 61701
Legal Entity Phone Number	309-306-1523
Legal Entity Email Address	Nicholas@greentopgrocery.com
Establishment Address including Zip	921 East Washington Street, Bloomington, IL 61701
Establishment Phone Number	309-306-1523
Establishment Email Address	Nicholas@greentopgrocery.com
***Email Address for ALL City Communications:**	Nicholas@greentopgrocery.com

Note, that **all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for **all** City Communications. It is the responsibility of the business to notify the City of any changes.*

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
Nicholas Walters	Bloomington	IL	61701
Phone Number	**Email Address**		
[redacted]	[redacted]		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	**City**	**State**	**Zip**
Phone Number	**Email Address**		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	**City**	**State**	**Zip**
Same as Primary Contact			
Phone Number	**Email Address**		

Applicants should review Chapter 6: Alcoholic Beverages (https://ecode360.com/34403863) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart

Class	Description	2020 Fees Semi	2020 Fees Annual	2021 Fees Semi	2021 Fees Annual
PA	Package Sales – All Types of Liquor *(Fee applies to all except CA, EA, RA, or TA)*	$600	$1,200	$650	$1,300
PB	Package Sales – Beer and Wine Only	$450	$900	$500	$1,000
	(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)	$112.50	$225	$150	$300
S	Sunday *(Fee applies to all except CA & CB)*	$275	$550	$300	$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Bloomington ILLINOIS

Liquor License Fee Chart (cont.)						
		2020 Fees		2021 Fees	
Class	Description	Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
CB	Clubs – Beer and Wine Only	$400	$800	$450	$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	$400	$800	$450	$900
GPB	Convenience Store (Package) – Beer and Wine Only	$450	$900	$500	$1,000
MA	Hotel/Motel – All Types of Liquor	$600	$1,200	$650	$1,300
MB	Hotel/Motel – Beer and Wine Only	$375	$750	$425	$850
RAP	Restaurant, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
RA	Restaurant – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
RB	Restaurant – Beer and Wine Only	$400	$800	$450	$900
ST	Stadium – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
TA	Tavern – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TB	Tavern – Beer and Wine Only	$400	$800	$450	$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

1. Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.
   - ☐ **Sole Proprietorship**
   - ☐ **Partnership** (Date of Formation: ____________)
   - ☐ **Limited Liability Company** (LLC) — *A copy of the Articles of Organization must be attached.*
   - ■ **Corporation** (Inc. or Corp.) — *A copy of the Articles of Incorporation must be attached.*
2. Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
3. ☐ Yes ■ No ☐ N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* ____________

Business Owner/Operator: ***(Please check box for Yes (Y) or No (N) where applicable.)***

1. I verify that all owners, partners, officers, members, and majority stockholders:
   - ■ Yes ☐ No Are 21 years of age or older.
   - ■ Yes ☐ No Are citizens of the United States.
   - ☒ Yes ■ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
   - ☒ Yes ■ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
   - ☒ Yes ■ No Have never been convicted of pandering or any other crime opposed to decency and morality.
2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
   - 2A ■ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
   - 2B ■ Yes ☐ No Is the General Manager a resident of McLean County?
3. ☐ Yes ■ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☐ Yes ■ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

5. ☐ Yes ☒ No Is the premises for which the license is sought owned?

5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*

☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:*

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Grocery Store
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* PA, S
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☒ Yes ☐ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details.* https://ecode360.com/34837503
5. ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: Expansion of product selection, Spirits.
7. If approved, how would the liquor license benefit the City and its residents? Increase Tax Revenue and expand impact on local businesses and economy
8. ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* Alcohol sales are only %10 of overall store sales.
11. If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	8am	8pm
Tuesday:	8am	8pm
Wednesday:	8am	8pm
Thursday:	8am	8pm
Friday:	8am	8pm
Saturday:	8am	8pm
Sunday:	8am	8pm

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) Mixed

   2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? The same

   2B. Is the area predominately residential, are they single or multi-family homes? It is the Founder's Grove area, mixed and surrounded by residential neighborhoods
3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* two-way street, large parking lot, near intersections connecting to downtown and veterans parkway.
4. How much additional traffic is expected to be generated with a liquor license? Additional monthly sales of 4k to 6k.
5. Describe any and all on- and off-street parking: There is a parking lot, no on-street parking is allowed.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? None

City of Bloomington ILLINOIS

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ■ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ■ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
   4A If yes, please explain: ____
5. ☐ Yes ■ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* ____
6. ☐ Yes ■ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* ____
7. ☐ Yes ■ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* ____
8. ☐ Yes ■ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* ____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

☐ Yes ■ No **Sidewalk Café License** *(Downtown Area Only)* Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.

☐ Yes ■ No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*

☐ Yes ■ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

☐ Yes ■ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.

☐ Yes ■ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. **I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;**
2. **I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;**
3. **All applicants of the establishment are qualified and eligible to obtain the license applied for;**
4. **I have read and understand the requirements of the City of Bloomington Code pertaining to Chapter 6: Alcoholic Beverages** https://ecode360.com/34403863**; and**
5. **If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.**

Nicholas Walters
Name (Please Print)

General Manager
Title

[redacted]
Signature

10/27/20
Date

August 19, 2020

Illinois Liquor Control Commission
101 W. Jefferson, Third Floor
Springfield, IL 62702

Re: Notification of Change in Officers

To Whom It May Concern:

I am writing to inform you that Green Top Grocery Cooperative, d/b/a Green Top Grocery, located at 921 E. Washington St., has notified the City of a Change in Officers. Below is the information provided to the Liquor Commission:

Officers:

Joe McDonnell	President
Nikki Jackson	Withdrawing President
Nora Visscher-Simon	Vice President
Emma Meyer	Secretary
Alejandro Enriquez	Treasurer
Jerica Etheridge	Withdrawing Treasurer

Other Board Members:

Dennis Killian	Board Member
Noah Tang	Board Member
Maurice Betts	Board Member
Erin Ripley-Gataric	Board Member
Joe Stano	Board Member
Monica Adams	Withdrawing Board Member
Elizabeth Reed	Withdrawing Board Member
Sarah Bauer	Withdrawing Board Member

General Manager (Has Ownership):

Nicholas Walters	General Manager
Michael Pennington	Withdrawing General Manager

CITY OF Bloomington ILLINOIS

City Clerk Department

The Liquor Commissioner acknowledges the change and Green Top Grocery Cooperative, d/b/a Green Top Grocery's PBS Liquor License remains in effect.

If you have any questions or require any additional information, please contact the City Clerk Department at (309) 434-2240. Thank you.

Sincerely,

Tari Renner
Liquor Commissioner

Bloomington City Hall
109 East Olive Street
Bloomington, Illinois 61701
cityclerk@cityblm.org

Phone: (309) 434-2240
Fax: (309) 434-2628
TTY (309) 829-5115
www.CityBlm.org

Liquor License

STATE OF Illinois
LIQUOR CONTROL COMMISSION
ilcc.illinois.gov

July 27, 2020

Letter ID: L1053870544

GREEN TOP GROCERY COOPERATIVE
GREEN TOP GROCERY
921 E WASHINGTON ST
BLOOMINGTON IL 61701-4466

License No.: 1A-1133933
Expiration Date: 04/30/21
License Type: RETAILER
Account ID: 41065905

The State of Illinois Liquor License must be FRAMED and displayed on the licensed premises in plain view of the general public.

Letter ID: L1053870544

STATE OF ILLINOIS

LIQUOR CONTROL COMMISSION

Governor JB Pritzker

1A-1133933
License Number

IN ACCORDANCE WITH THE LIQUOR CONTROL ACT OF 1934, THIS CERTIFIES THAT:
GREEN TOP GROCERY COOPERATIVE GREEN TOP GROCERY 921 E WASHINGTON ST BLOOMINGTON IL 61701-4466 McLean

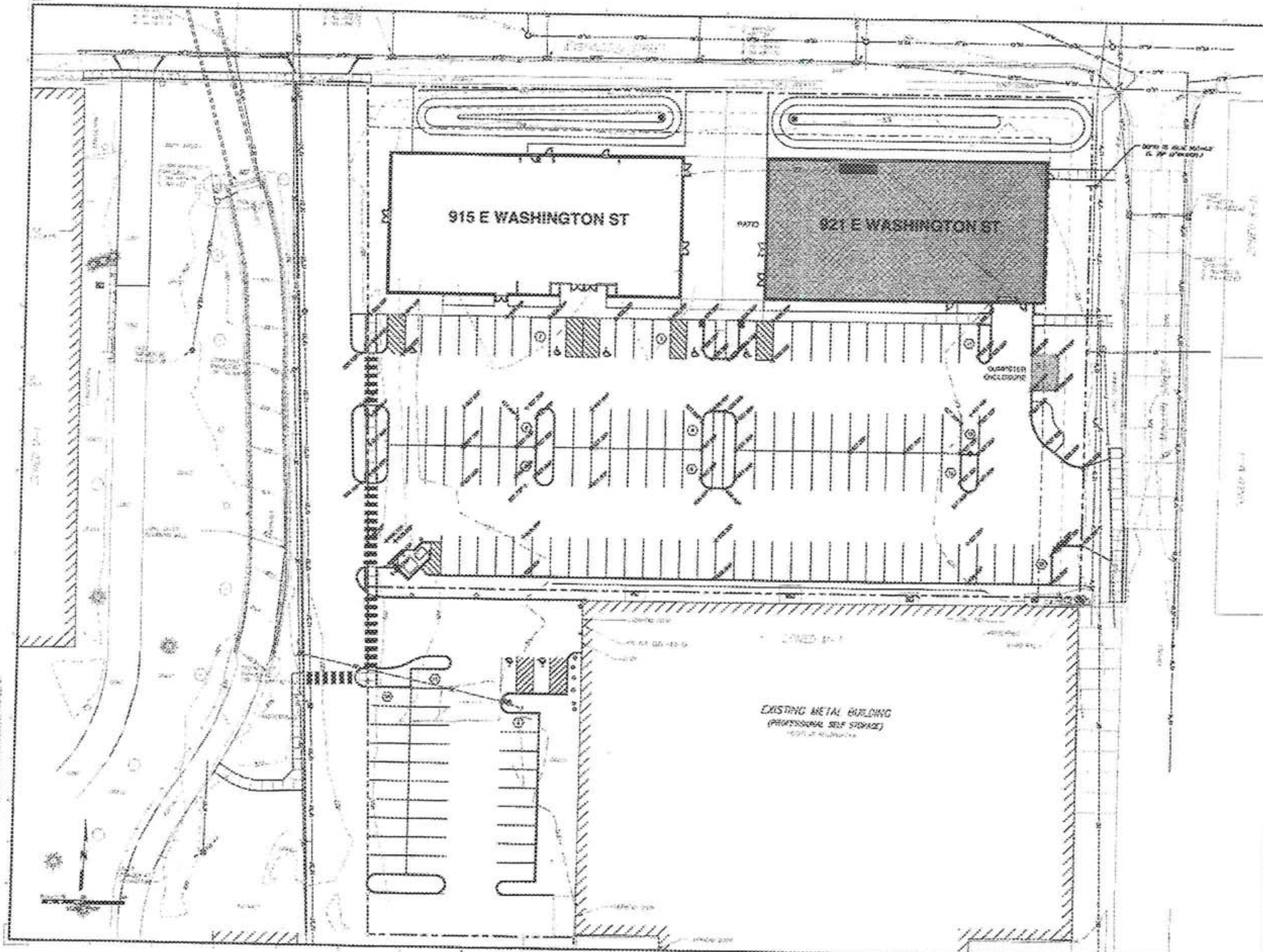
HAS PAID ALL FEES AND IS ISSUED A LICENSE IN THE FOLLOWING CLASS:	RETAILER OFF-PREMISES		
ISSUE DATE:	07/27/20	Effective:	07/27/20
THIS LICENSE EXPIRES ON:	**04/30/21**		

THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES.

Sales Tax Acct # [redacted]

THIS LICENSE NOT TRANSFERABLE AS TO PRINCIPAL

Warehouse: N/A



Farnsworth
GROUP

DESIGN DEVELOPMENT

Wantsweeh Collaborative

the Foundry

911 & 921 E. Washington St.
Bloomington, Illinois

Date: 6-20-2015

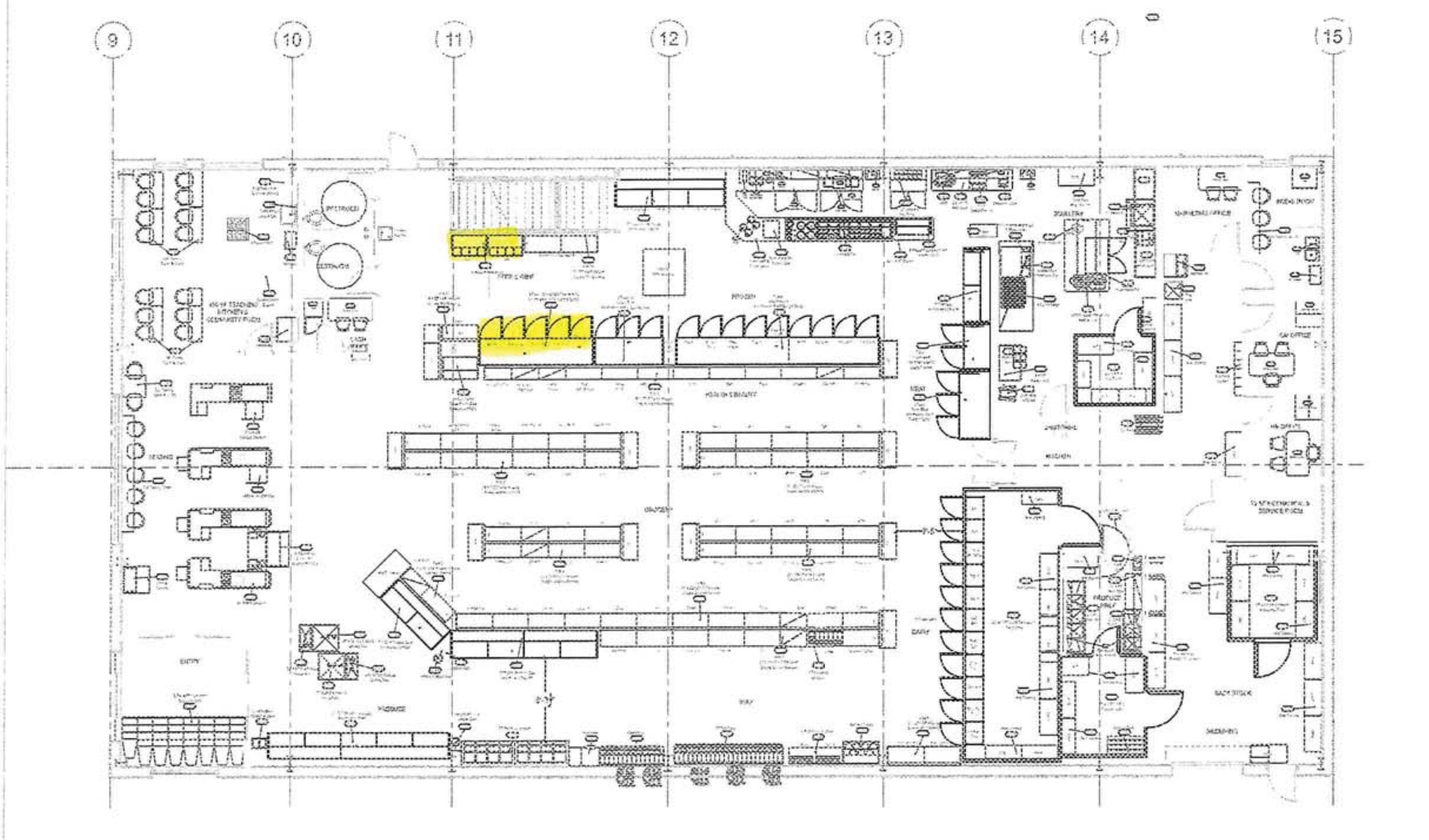
Design/Drawn:

Reviewed:

Scale No.: • Field

EXHIBIT A
SITE PLAN

Project No. 0150285.02



GREEN TOP GROCERY

Bloomington, IL

NOT TO BE USED IN CONSTRUCTION

CDS Consulting Co-op

FINAL
FIXTURE PLAN

FP1.0

All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

The following item was presented:

Item 5. Public Hearing and action on the request from Green Top Grocery Cooperative, d/b/a Green Top Grocery, located at 921 E. Washington St., who is requesting a change in classification from a Class PBS (Package, Beer and Wine Only, and Sunday Sales) to a Class PAS (Package, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

The following Commissioners were present for the Public Hearing: Jordan and Renner.

Commissioner Renner opened the public hearing at 4:12 p.m. and asked if there was anyone registered to speak against the application. Ms. Mohan responded that no individuals registered to speak against the application.

Nicholas Walters, General Manager of Green Top Grocery, after being sworn, addressed the Commission. He explained how Green Top Grocery benefited the local economy by supporting local businesses and selling their goods. He informed the Commission that the increase in the liquor license classification would allow them to increase local participation and expand into crafted and artisanal spirits from Illinois-owned businesses and businesses from regional states. He stated that crafted and artisanal spirits were not offered in the regional area around Green Top Grocery. Mr. Walters concluded that Green Top Grocery's main objective were to find ways to increase revenue, mitigate operational costs and to find opportunities to impact the community in a unique way.

Commissioner Renner asked if there would be changes in the operations if the increase was awarded. Mr. Waters confirmed operations would not change.

Commissioner Jordan asked if there were other motivations besides the potential to increase profitability. Mr. Walters responded that the ability to offer spirits would increase Green Top Grocery's marketing ability and allow them to offer a line of products that were not offered in the area. He also noted that Green Top Grocery would continue to remain focused on local products and local vendors.

Commissioner Jordan expressed concern with providing routes of sales for packaged license types while on premises license types could not operate to the fullest extent.

George Boyle, Asst. Corporation Counsel, asked Mr. Walters to state the position with Green Top Grocery. Mr. Walters responded that he was the General Manager.

Mr. Boyle stated that the Legal Department had no additional concerns.

Commissioner Renner asked if anyone had registered to speak against the application. Ms. Mohan confirmed no one had registered.

Commissioner Renner closed the public hearing at 4:18 p.m.

Commissioner Jordan made a motion, seconded by Commissioner Renner, that the application be sent with a positive recommendation to Council for consideration. License creations are contingent upon compliance with all building, health, and safety codes.

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

AYES: Jordan, Renner

Motion carried.

CONSENT AGENDA ITEM NO. 8.L

FOR COUNCIL: January 11, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 5

SUBJECT: Consideration and action on the Application from Braize, LLC, d/b/a Braize, to be located at 1406 E. Empire St., who is requesting to a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) liquor license, as requested by the City Clerk Department.

RECOMMENDED MOTION:
The proposed License be approved, contingent upon compliance with all building, health, and safety codes.

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

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

BACKGROUND: Braize, LLC, d/b/a Braize, to be located at 1406 E. Empire St., has applied for a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) liquor license for their new location. The new restaurant location chosen by Braize was previously occupied by another restaurant until December 31, 2020. Braize previously held a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license at their previous location.

The applicant appeared before the Liquor Commission on Tuesday, December 8, 2020 (draft minutes attached) where the Commission unanimously approved sending the application with a positive recommendation to Council for consideration. All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on December 1, 2020 a public notice was published in *The Pantagraph* and 104 notices were mailed to the properties within 500 feet to the business. A Public Hearing was held at the December 8, 2020 Liquor Commission meeting.

FINANCIAL IMPACT: The current annual license fee for a Class RBS liquor license is $1,350, which will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2021 Budget Book titled "Budget Overview & General Fund" on page 124. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:

Leslie Yocum, City Clerk	1/6/2021	Chris Tomerlin, Budget Manager	1/7/2021
George Boyle, Assistant Corporation Counsel	1/7/2021	Tara Henry, Legislative Assistant	1/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:
- CLK 3B Liquor License Application_Braize_Redacted
- CLK 3C DRAFT 12-8-2020 Liquor Commission Minutes_Braize

December 1, 2020

City Clerk Requirement Verification Memo

To: Liquor Commission

Re: Legal Name: Braize, LLC

D/B/A Name: Braize

Dear Reviewer,

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- ☑ Articles of Organization
- ☑ BASSET Certifications for Management
- ☑ Certificate of Good Standing with the State of Illinois
- ☑ Financial Information
- ☑ A Lease between Land Trust No. 05-1298 and Braize LLC for the term 11/1/20 to 10/31/2025

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Respectfully,

Amanda Mohan
Records and Licensing Specialist

Liquor License Application

Applicant Business Contact Information: *Please fill in your business information completely and legibly.*

Legal Entity Name (Corporate/LLC Name)	Braize, LLC
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	Braize
Legal Entity Address *(including City, State, and Zip)*	1406 E. Empire St. Bloomington, IL 61701
Legal Entity Phone Number	(309) 830-7336
Legal Entity Email Address	braizefood@gmail.com
Establishment Address including Zip	1406 E. Empire St. Bloomington, IL 61701
Establishment Phone Number	(309) 830-7336
Establishment Email Address	braizefood@gmail.com
***Email Address for ALL City Communications:**	braizefood@gmail.com

Note, that **all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for **all** City Communications. It is the responsibility of the business to notify the City of any changes.*

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
Brandon Leach	Bloomington	IL	61704
Phone Number	**Email Address**		
[redacted]	[redacted]		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	**City**	**State**	**Zip**
Jeremy Stoller	El Paso	IL	61738
Phone Number	**Email Address**		
[redacted]	[redacted]		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	**City**	**State**	**Zip**
Phone Number	**Email Address**		

Applicants should review Chapter 6: Alcoholic Beverages (https://ecode360.com/34403863) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart

Class	Description	2020 Fees Semi	2020 Fees Annual	2021 Fees Semi	2021 Fees Annual
PA	Package Sales – All Types of Liquor *(Fee applies to all except CA, EA, RA, or TA)*	$600	$1,200	$650	$1,300
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	*(Package Sales fee for CB, EB, RB, or TB, but **no** Package Sales fee applies to CA, EA, RA, or TA)*	$112.50	$225	$150	$300
S	Sunday *(Fee applies to all except CA & CB)*	$275	$550	$300	$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
		2020 Fees		2021 Fees	
Class	**Description**	**Semi**	**Annual**	**Semi**	**Annual**
CA	Clubs – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
CB	Clubs – Beer and Wine Only	$400	$800	$450	$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	$400	$800	$450	$900
GPB	Convenience Store (Package) – Beer and Wine Only	$450	$900	$500	$1,000
MA	Hotel/Motel – All Types of Liquor	$600	$1,200	$650	$1,300
MB	Hotel/Motel – Beer and Wine Only	$375	$750	$425	$850
RAP	Restaurant, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
RA	Restaurant – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
RB	Restaurant – Beer and Wine Only	$400	$800	$450	$900
ST	Stadium – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
TA	Tavern – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TB	Tavern – Beer and Wine Only	$400	$800	$450	$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

1. Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

   ☐ **Sole Proprietorship**
   ☒ **Limited Liability Company** (LLC)
   A copy of the Articles of Organization must be attached.

   ☐ **Partnership** (Date of Formation: ____________)
   ☐ **Corporation** (Inc. or Corp.)
   A copy of the Articles of Incorporation must be attached.

2. Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
3. ☐ Yes ☒ No ☐ N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* N/A

Business Owner/Operator: ***(Please circle Yes (Y) or No (N) where applicable.)***

1. I verify that all owners, partners, officers, members, and majority stockholders:

   ☒ Yes ☐ No Are 21 years of age or older.
   ☒ Yes ☐ No Are citizens of the United States.
   ☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
   ☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
   ☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.

2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

   2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
   2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?

3. ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

City of Bloomington Illinois

5. ☐ Yes ☒ No Is the premises for which the license is sought owned?

 5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*

 ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* N/A

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Restaurant
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* RBS
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. https://ecode360.com/34837503*
5. ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment:
 I would like to serve craft beer and house wine.
7. If approved, how would the liquor license benefit the City and its residents?
 It would benefit the city and its residents by reopening a previously closed establishment.
8. ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
 N/A
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?*
 Food sales
11. If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	11:00 am	10:00 pm
Tuesday:	11:00 am	10:00 pm
Wednesday:	11:00 am	10:00 pm
Thursday:	11:00 am	10:00 pm
Friday:	11:00 am	2:00 am
Saturday:	11:00 am	2:00 am
Sunday:	11:00 am	10:00 pm

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
 The neighborhood is a mixture of residential and commercial properties.
 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
 Commercial buildings nearby are open approximately 8:00 am - 9:00 pm.
 2B. Is the area predominately residential, are they single or multi-family homes?
 There is a mixture of types of residence.
3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)*
 Frontage Rd. is a two-way street approximately 25 feet in width with no on-street parking.
4. How much additional traffic is expected to be generated with a liquor license?
 We expect minimal additional traffic to be generated with a liquor license.
5. Describe any and all on- and off-street parking:
 There is no on-street parking and we have approximately 23 parking spaces available.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 2

City of Bloomington Illinois

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☒ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
   4A If yes, please explain: Braize, LLC was a licensed retail liquor dealer at 1413 Leslie Dr. Unit 2 in Bloomington, IL.
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* N/A
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* N/A
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* N/A
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* N/A

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

☐ Yes ☒ No **Sidewalk Café License** *(Downtown Area Only)* Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.

☒ Yes ☐ No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*

☒ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.

☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

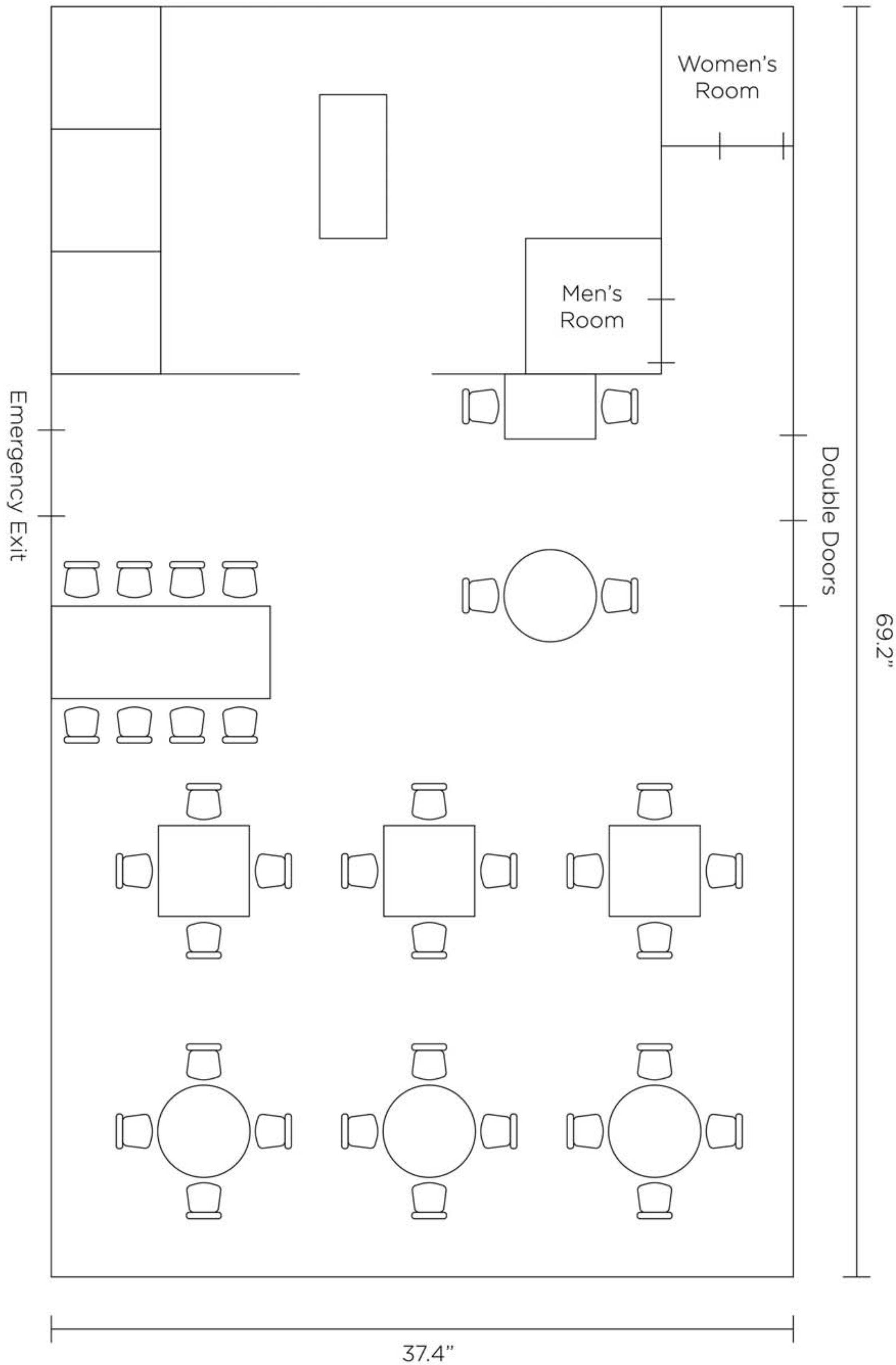
I, the undersigned, swear or affirm that:

1. **I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;**
2. **I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;**
3. **All applicants of the establishment are qualified and eligible to obtain the license applied for;**
4. **I have read and understand the requirements of the City of Bloomington Code pertaining to Chapter 6: Alcoholic Beverages** https://ecode360.com/34403863**; and**
5. **If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.**

Brandon Leach	LLC Manager
Name (Please Print)	**Title**
eSigned via SeamlessDocs.com Brandon Leach Key: 5145a77d2cb37259b6755f99f6445473	11/10/2020
Signature	**Date**

Braize, LLC DBA Braize – List of Owners

- Brandon Leach
  [redacted] ears old
  [redacted]
  Bloomington, IL 61704
  100% owner



1406 E Empire | 10/09/20

CITY OF Bloomington ILLINOIS

Bloomington/Normal Food and Beverage Tax Registration Form

Illinois Business Tax (IBT) #: 4244-9057	
Date Business started at this location (Month\Day\Year): December 1st, 2020	
Describe your type of Business: Restaurant	

DBA Business Name: Braize	
Address: 1406 E. Empire St.	
Bloomington, IL 61701	
Contact: Brandon Leach	
Phone: (309) 830-7336	Fax: N/A
Email: braizefood@gmail.com	

Owner/Corporate Name: (if different from above)	
Address:	
Contact:	
Phone:	Fax:
Email:	

Please check here to have all correspondence mailed to corporate address instead of the physical address. ☐

Type of Organization:

- ☐ Sole Proprietorship
- ☐ Corporation
- ☐ Other ____________
- ☐ Partnership
- ☒ LLC

Under penalties as provided by law, I declare that to the best of my knowledge and belief, the information on this form is true, correct and complete.

[redacted]

The following item was presented:

Item 6. Public Hearing and action on the request from Braize, LLC, d/b/a Braize, to be located at 1406 E. Empire St., who is requesting to a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) liquor license, as requested by the City Clerk Department.

The following Commissioners were present for the Public Hearing: Jordan and Renner.

Commissioner Renner opened the public hearing at 4:18 p.m. and asked if there was anyone registered to speak for or against the application. Ms. Mohan responded that besides the business representative, no individuals registered to speak for or against the application.

Brandon Leach, Owner of Braize, after being sworn, addressed the Commission.

Commissioner Renner asked how the license would affect the business.

Mr. Leach explained he closed the previous location to open at the new, closer and more favorable, location. He explained the 1406 E. Empire St. location was more favorable to a carry-out environment.

Commissioner Renner asked if there were any changes to BASSET certifications. Mr. Leech responded that his certification was still valid, and he would ensure that all staff held valid BASSET and ServeSafe certifications.

Commissioner Jordan stated that the applicant was under the same COVID-19 rules as the other establishments of Bloomington. Mr. Leach stated he understood.

Mr. Boyle stated that there were no violations at the previous location and that the Legal Department did not have any additional concerns.

Commissioner Renner closed the public hearing at 4:21 p.m.

Commissioner Jordan made a motion, seconded by Commissioner Renner, that the application be sent with a positive recommendation to Council for consideration. All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

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

AYES: Jordan, Renner

Motion carried.

Commissioner Renner stated he believed there were several settlements and asked Mr. Boyle to provide an update on the remaining items.

Mr. Boyle stated some of the establishments listed on the agenda had admitted to the violation of Chapter 6 Section 37(E)(3) and Chapter 6 Section 37(E)(4) which required compliance with State law and health regulations in that they violated Executive Orders #2020-69 and #2020-73 which prohibited indoor dining. The following establishments agreed to pay $400.00 in settlement, all of which have paid on their violations before the meeting: (1) Applebees; (2) Cheek's Bar and Grill; (3) Parkview Inn; (4) Eastland Suites; and (5) Garden of Paradise.

The following item was presented:

Item 7. Public Hearing: First appearance on a Complaint and Citation issued to Al Sagri Group, LLC, d/b/a Garden of Paradise, located at 1412 E. Empire St., as requested by the Legal Department.

REGULAR AGENDA

CITY OF Bloomington ILLINOIS

REGULAR AGENDA ITEM NO. 9.A

FOR COUNCIL: January 11, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation and discussion on Connect Transit's activities and operations, as requested by the Administration Department.

RECOMMENDED MOTION:
None; presentation only.

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

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

BACKGROUND: An update will be provided to Council on Connect Transit activities and operations.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Goal TAQ-2: Transit development provides an alternative of choice for the general population and support for the transit-dependent; TAQ-2.1: Expanded urban transit system to provide improved route coverage, more frequent route service (headways), extended service hours and schedules, accessible for transit-dependent riders and those with special needs and challenges, including the economically disadvantaged, persons without access to automobiles, the elderly, people with disabilities, and regional access to urban service areas.

Respectfully submitted for Council consideration.

Prepared by: Tara Henry, Legislative Assistant

Reviewed by:

Billy Tyus, Deputy City Manager 1/4/2021

Tara Henry, Legislative Assistant 1/5/2021

Recommended by:

Tim Gleason, City Manager

CITY OF Bloomington ILLINOIS

REGULAR AGENDA ITEM NO. 9.B

FOR COUNCIL: January 11, 2021

SPONSOR: City Council

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Authorizing the City's Participation in the Welcoming Network Operated by Welcoming America, as requested by the City Council.

RECOMMENDED MOTION: The proposed Resolution be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: At the November 16, 2020, Committee of the Whole meeting, Council Member Boelen brought forward an Agenda related to the Welcoming America Initiative. This was discussed further at the City Council meeting on December 14, 2020, at which time the City Council gave direction to staff to draft and bring forward a resolution to start the Welcoming America process.

According to its website, Welcoming America is a non-profit, non-partisan organization that provides a roadmap and support for its members to become more inclusive toward immigrants and all residents. The Welcoming America model is based on three approaches including to connect, build and change as set forth below:

Source: https://welcomingamerica.org/about/who-we-are

To start the process, the first step is to adopt a resolution supporting the Welcoming America Network and authorizing the City Manager to complete and submit a membership application. As part of this, Council Member Boelen has suggested starting with a general membership which is authorized in the proposed resolution. A general membership includes: (1) phone coaching and strategy sessions; (2) member-only forum, library and quarterly bulletin; (3) discounts to Welcoming America conferences; (4) participation in optional advocacy campaigns; (5) member rates for Welcoming Institute and merchandise; (6) access to Welcoming Network Toolkit; (7) access to training and technical assistance opportunities; (8) member-only conference calls, webinars, and talking points; (9) priority access to Certified Welcoming Scholarship; (10) up to $1,500 in member dues applied to Certified Welcoming fee; and (11) eligibility to host Welcoming America conferences; and (12) discounts for partner-provided services.

The general membership level is estimated to cost between $200 and $500. In addition, membership levels can always be upgraded in the future.

More information on Welcoming America, including an FAQ, can be found by visiting its website at www.welcomingamerica.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The engagement of community groups is expected at future stages of the Welcoming America process.

FINANCIAL IMPACT: The estimated cost of a general membership is between $200 and $500. If approved the cost will be paid out of the Administration-Membership Dues account (10011110-70631). Stakeholders can locate this in the FY 2021 Budget Book titled "Budget Overview & General Fund" on page 131.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Attachments:
- LGL 2B Welcoming American Network Resolution
- LGL 2C Application to Join the Welcoming Network
- LGL 2D Boelen's Welcoming Initiative Proposal

RESOLUTION NO. 2021 - ____________

A RESOLUTION AUTHORIZING THE CITY'S PARTICIPATION IN THE WELCOMING NETWORK OPERATED BY WELCOMING AMERICA

WHEREAS, the City of Bloomington wishes to partner with the Welcoming America Network consisting of local nonprofits, educational institutions, business leaders, other local government agencies as well as communities around the region and nation that have pledged to become more welcoming places by joining the Welcoming America Network; and

WHEREAS, the City of Bloomington will utilize the multiple resources of Welcoming America for creating a more inclusive community for immigrants which offers a unique opportunity to assert our values of compassion and collaboration with all residents, regardless of their country of birth, and strive to build a community with one another that is safe, welcoming, and devoid of discrimination; where everyone can thrive, contribute, and have a sense of belonging; and

WHEREAS, the City Council for the City of Bloomington finds and determines, after reviewing all pertinent information, that it is desirable and in the best interest of the City to support City's participation in the Welcoming America Network and authorizes the City Manager to execute all necessary documents to participate in said program operated by the nonprofit Welcoming America;

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

That the City Council announces its support of the City's participation in the Welcoming America Network, and authorizes the City Manager to execute all necessary documents to participate in said program and to join the Welcoming America Network as a general member.

ADOPTED this 11th day of January 2021.

APPROVED this ____ day of January 2021.

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

Application to Join the Welcoming Network

The Welcoming Network offers tools, training, technical assistance, and a global network to help nonprofit and government partners transform communities into more welcoming places. Learn more here.

In the United States, membership is open to local and state entities - either government or nonprofit (e.g. immigrant-serving nonprofit; chamber of commerce) - and individual immigrant inclusion practitioners.

Outside of the United States, membership is open to national and local entities from government or civil society.

Welcoming Network members in the Midwestern United States can also opt in to the Welcoming Economies Global Network (WE Network).

About Welcoming America
A nonprofit, nonpartisan organization, Welcoming America is proud to support the many diverse communities and partners who are leading efforts to make their communities more vibrant places for all, including immigrants. Learn more here.

General Information

Are you applying as a government, nonprofit organization, or as an individual working in the immigrant inclusion field? *

○ Government ○ Nonprofit organization ○ Individual working in immigrant inclusion

Organization Name: (if applicable)

Website: (if applicable)

Name of welcoming initiative: (if different than organization name)

Country:

United States

Mailing Street Address: *

Mailing City: *

State/Province (US/CAN):

Please select...

ZIP/Postal Code:

Contact/s

First Name: *

Last Name: *

Title: *

Department:

Email: *

Work Phone: *

Mobile Phone:

For Organizational Members: you may add up to four more individual contacts from your organization

Add another contact

Social Media Contacts

Please list your social media handles below:

Facebook:

Twitter:

Instagram:

How would you describe the PRIMARY geographic focus of your immigrant inclusion work? *

- ○ A sub-section of a city (for example a neighborhood)
- ○ The city or county level
- ○ A multi-city and/or multi-county region
- ○ All cities and/or counties in a specific state
- ○ Cities and/or counties in a multi-state region
- ○ Nationally - I am part of a national organization or government of a country
- ○ None of the above. I am an individual practitioner.

Which of the following BEST describes your community's overall attitudes/orientation toward immigrants and refugees? On average, newcomers in my community are currently: *

- ○ Welcomed and integrated at a high level
- ○ Welcomed and integrated
- ○ Welcomed but not yet integrated
- ○ Not welcomed and the community views newcomers with apathy/tolerance
- ○ Not welcomed and the community views newcomers with disdain

Has your unit of local government passed a "Welcoming Resolution" or "Welcoming Proclamation"? *

○ Yes ○ No ○ Not sure

If yes, please upload it here:

Choose File No file chosen

Or share a link to the website where it can be found:

Please describe why you or your organization are interested in joining the Welcoming Network: *

Membership Type

Welcoming America offers four levels of membership to members in the United States, and you should choose a level that provides the right amount of benefits for your organization's needs. Please select the level that most interests you. (Check out the benefits, commitments, and costs here.)

If you are interested in general membership, please note that dues are on a sliding scale ($200 - $500) based on your organization's budget. If you are a nonprofit organization, the dues rate should be based on your organizational budget. If you are a local government, the dues rate should be based on your department budget. *

○ Premium ○ Core ○ General ○ Individual ○ International
○ Not sure yet - I'd like to discuss membership with a staff member at Welcoming America

WE Network Participation

Does your organization operate locally in one of the following U.S. states?
IL, IN, IA, MI, MN, MO, NY, OH, PA, WI *

○ Yes

○ No

Is your billing address different than your mailing address?

- ◯ Yes
- ◯ No

How did you hear about Welcoming America? *

- ☐ From a current Welcoming Network member
- ☐ Newsletter
- ☐ Social media
- ☐ Web search
- ☐ Attended Welcoming Interactive
- ☐ Participated in Welcoming Week
- ☐ Attended a Welcoming America webinar
- ☐ Other

Thank you so much for your interest in the Welcoming Network. A representative from Welcoming America will be in touch soon. If you have any other questions please connect with us by email at membership@welcomingamerica.org.

Submit

Contact Information

CITY OF Bloomington ILLINOIS

MAYOR & COUNCIL MEMBER
AGENDA INITIATIVE PROPOSAL FORM

SPONSOR: _Donna Boelen, Ward 2_

PROPOSED INITIATIVE:

Adopt a Resolution for the purpose of investigating and implementing the Welcoming America Initiative, a national non-for-profit established in 2009, to seek designation as a Welcoming America Community. By using the roadmap and tool kit of Welcoming America for creating inclusive communities, the Resolution will become a unique assertion of our community values of compassion and collaboration with all residents of Bloomington, regardless of their country of birth. Through these activities, we will engage fully with one another to build a community that is safe and welcoming.

Through this Resolution, the Bloomington City Council calls upon broad segments of our community, including but not limited to, religious groups, not-for-profits, judiciary, police, higher education institutions, the EDC, and the Chamber of Commerce to serve as conduits for individuals in all aspects of their lives, supporting vulnerable members of our community with education, information and guidance. Mobilizing established community resources will help make our city a place where newcomers can thrive and flourish.

ESTIMATED CITY STAFF TIME TO RESEARCH & PREPARE FULL COUNCIL MEMO ON PROPOSED INITIATIVE, INCLUDING BACKGROUND AND ANY NECESSARY RESEARCH:

_____ Nominal (less than 5 hours)

__X__ Moderate (5 to 10 hours)

_____ Significant (more than 10 hours)

ESTIMATED COST OF PROPOSED INITIATIVE: __None__

WILL THE PROPOSED INITIATIVE REQUIRE A BUDGET AMENDMENT?

_____ Yes

__X__ No

WHAT CITY PROGRAMS OR STAFF ACTIVITIES ARE PROPOSED TO BE CUT OR REDUCED IN LIEU OF THE PROPOSED INITIATVE, IF ANY: __None___

_Donna M. Boelen___________ ____11/8/20__________
SPONSOR SIGNATURE DATE SUBMITTED

CITY OF Bloomington ILLINOIS

REGULAR AGENDA ITEM NO. 9.C

FOR COUNCIL: January 11, 2021

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and potential action regarding an Ordinance Amending the Local Emergency Ordinance, Ordinance 2020-18, to Modify Section 2(Q) to Allow the Continued Proration of the City's Liquor License Fees, as requested by the Legal Department.

RECOMMENDED MOTION:
The proposed Ordinance be approved.

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

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

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

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

On December 11, 2020, Governor Pritzker issued a new 30-day disaster proclamation related to the pandemic. A new proclamation is expected to be issued by the Governor prior to the City Council's meeting on January 11, 2020. As the community, including the City's businesses and residents, continues to address the impacts of the COVID-19 pandemic, City staff is not currently recommending the repeal of the Ordinance at this time, but is recommending an amendment. Due to a new round of restrictions prohibiting indoor dining and service at bars and restaurants, City staff is recommending a clarification to the Ordinance 2020-18 to provide for the continued proration of liquor license fees for establishments that are closed due to the Governor's executive orders. The existing language in Ordinance 2020-18 only allowed a one-time proration, but with the rise in cases and change in circumstances, City staff is recommending more flexibility to allow additional fee prorations.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: It is anticipated a number of liquor license holders may apply for fee proration refunds, however it is expected these will be limited in time and scope.

COMMUNITY DEVELOPMENT IMPACT: The continuation of Ordinance 2020-18 allows several key functions of the Community Development Department to continue that do not include statutorily mandated public hearings, as well as the expansion of certain business operations for outdoor dining.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

Tara Henry

Tara Henry, Legislative Assistant 1/6/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- LGL 1B Local Emergency Declaration Ordinance 2020-18
- LGL 1C Ord. No. 2020 - 21
- LGL 1D Ord. No. 2020 - 25
- LGL 1E Ord. No. 2020 - 30
- LGL 1F Ord. No. 2020 - 38
- LGL 1G Ord. No. 2020 - 45
- LGL 1H Ord. No. 2020 - 61
- LGL 1I Liquor License Fee Proration Amendment to Local Emergency Declaration Ordinance

ORDINANCE NO. 2020 - 18

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

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

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

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

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

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

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

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

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

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

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

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

(A) *Cancellation of Meetings*. The Mayor may cancel meetings of any board or commission to which he appoints members. Any such cancellation shall automatically extend such deadlines for required actions by such board or commission as is specified in the cancellation notice. In lieu of the Mayor cancelling said meetings, the Chairperson of any board or commission may cancel said meetings and are encouraged to do so absent a priority need.

(B) *Ability to Conduct Electronic Meetings*. Any Council Member or board member of any board or commission, in accordance with Governor Pritzker's COVID-19 Executive Order No. 5 may attend any regular or special meeting via electronic means, including audio or video conferences. A physical quorum of the Trustees is not required before the remote participation is allowed.

(C) *Ability to Address Contract, Permitting and Licensure Issues*. The City Manager shall have the authority, upon approval of both the Mayor and Mayor Pro Tem, to address any contract, permitting and/or licensing issues, including the suspension of any permits or licenses, as the City Manager may deem to be in the best interest of the City. The suspension of any license or permit may be overturned by a majority of the City Council at a subsequent City Council meeting.

(D) *Emergency Purchases*. For any emergency purchases that are necessary, the City Manager shall follow the provisions of Chapter 16 of the Bloomington City Code.

(E) *Personnel Policies & Union Contracts*. The City Manager's authority is hereby reaffirmed that he may adjust any personnel policies related to leave time, other benefits or terms and conditions of employment as are reasonably related to providing sufficient staffing during the term of the emergency. In addition, he is authorized to enter into such temporary agreements, including memoranda of understanding with the City's bargaining units in order to promote the provision of City services and the health and safety of the public and employees during the emergency.

(F) *Facility Closures*. The authority of the City Manager is hereby reaffirmed to close City facilities as is reasonably required to protect the health of the public and employees of the City.

(G) *Administrative Court*. The Corporation Counsel is authorized to extend any timeframe for responses related to City ordinance violations in recognition of the emergency and to suspend the City's Administrative Court and/or continue said cases.

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

(I) *Payment of City Bills*. The City Manager may authorize the issuance of payments to City vendors, contractors and utilities if the City Council is unable to meet on a regularly scheduled meeting date. Any such payments must be reported to the City Council in writing at a future public meeting.

(J) *Water Shut Offs*. All City utility shut offs for nonpayment shall be suspended while this ordinance is in effect.

(K) *Acceptance of Applications*. The City is authorized to accept applications for all City licenses and permits electronically, and may accept all other documentation required related to said applications electronically.

(L) *Written Public Comment*. The City Manager shall implement procedures encouraging the electronic submission of written comments for public meetings beyond those set forth in Chapter 2, Section 85(I). These procedures shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof.

(M) *Community Development Approvals*. The City Manager and Director of Community Development, or City Planner in the absence of the Director of Community Development, shall have the authority to approve grant applications, the awarding of historic preservation grants, cite plans not involving special uses, certificates of appropriateness, and to postpone any meetings regarding the Planning Commission and Zoning Board of Appeals. Any applications requiring a public hearing may also be postponed by the City Manager.

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

(O) *Intergovernmental Agreements*. The City Manager is authorized to execute intergovernmental agreements that address the response and needs associated with this local disaster declaration that he deems to be in the best interests of the City.

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

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

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

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

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

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

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

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

PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON

Tari Renner

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum

Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - 21

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

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

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

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

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

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

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

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

PASSED this 13th day of April 2020.

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APPROVED this 15th day of April 2020.

CITY OF BLOOMINGTON	**ATTEST**
Tari Renner	Leslie Yocum
Tari R[illegible]	Leslie [illegible]n, City Clerk

CITY OF BLOOMINGTON ESTABLISHED 1850

ORDINANCE NO. 2020 - 25

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

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

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

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

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

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

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

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

PASSED this 27th day of April 2020.

APPROVED this 28th day of April 2020.

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

ORDINANCE NO. 2020 - 30

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

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

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

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

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

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

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

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

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

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

PASSED this 11th day of May 2020.

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APPROVED this 12th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - 38

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

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

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

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

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

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

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

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

PASSED this 26th day of May 2020.

APPROVED this 27th day of May 2020.

CITY OF BLOOMINGTON	ATTEST
Tari Renner	Leslie Yocum
Ta[illegible]	Le[illegible] ocum, City Clerk

CITY OF BLOOMINGTON ESTABLISHED 1850

ORDINANCE NO. 2020 - 45

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

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

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

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

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

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

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

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

PASSED this 24th day of June 2020.

APPROVED this 25th day of June 2020.

CITY OF BLOOMINGTON **ATTEST**

Tari Renner
yor

Leslie Yocum
Les um, City Clerk

CITY OF BLOOMINGTON ESTABLISHED 1850

ORDINANCE NO. 2020 - 61

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

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

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

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

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

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

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

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

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

PASSED this 14th day of September 2020.

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APPROVED this 16th day of September 2020.

CITY OF BLOOMINGTON	**ATTEST**
Tari Renner	Leslie Smith-Young
T[illegible]r	Lesl[illegible]m, City Clerk

ORDINANCE NO. 2021 - ____

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

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

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

(Q) Liquor License Fee Proration. Establishments with a City liquor license that are not operating due to the pandemic, may apply to have their license fees prorated for the license year based on the amount of time the business was closed due to Executive Order of the Governor of the State of Illinois. To qualify for a proration in the license fee, the establishment must have been closed and may not have been providing curbside pickup and/or delivery. ~~This shall be a one-time proration and only for establishments that were closed continually for at least 30 days.~~ Establishments must apply for the proration refund to the City Clerk and shall be required to provide proof of closure by affidavit and/or other documentation as deemed appropriate by the City Clerk. Applications must specify the dates the Establishment was closed as a result of orders by the State of Illinois. A new application must be filed each time the establishment is closed as a result of the orders by the State of Illinois. New applications for fee refund prorations that occurred for closings in the 2020 calendar year must be filed by March 1, 2021. Applications for any fee refunds prorations that occur as the result of closings in the 2021 calendar year must be filed by January 31, 2022. ~~Applications must be received by the City Clerk at least 30 days after establishments are allowed by executive order of the Governor or other change in the law, to have customers/patrons "dine-in" regardless of capacity restrictions.~~

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

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

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

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

PASSED this 11th day of January 2021.

APPROVED this ___ day of January 2021.

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