

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
MAY 13, 2024



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC HEARING

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Jeff Jurgens

Deputy City Manager - Billy Tyus

Deputy City Manager - Vacant

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, MAY 13, 2024, 6:00 PM**

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. Recognition/Appointments
 - A. Proclamation for National Historic Preservation Month, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
 - B. Proclamation for Emergency Medical Services (EMS) Week, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
 - C. Proclamation for the 55th Annual Municipal Clerk's Week, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
 - D. Recognition of Board & Commission Appointments and Reappointments, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
6. Public Comment

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

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

 - A. Consideration and Action to Approve the Minutes of the April 8, 2024, Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
 - B. Consideration and Action on Approving Bills and Payroll in the Amount of \$13,037,405.97, as requested by the Finance Department. (*Recommended Motion:*

The proposed Bills and Payroll be approved.)

- C. Consideration and Action on Approving Appointments & Reappointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments & Reappointments be approved.)*
- D. Consideration and Action to Approve the Purchase of Neptune Water Meters, Related Accessories, Software Licensing, and Maintenance for Meter Reading Equipment from Ferguson Enterprises, as a Limited Source, for the Fiscal Year 2025 Water Meter Installation Program, in the Amount Not to Exceed \$1,500,000, as requested by the Water Department. *(Recommended Motion: The proposed Purchase be approved.)*
- E. Consideration and Action to Reject the Bid for the New Lake Bloomington Maintenance Facility (Bid #2024-43), as requested by the Water Department. *(Recommended Motion: The proposed Bid Rejection be approved.)*
- F. Consideration and Action to Approve Funding for Fiscal Year 2025 Stabilization Installation Work through the McLean County Soil and Water Conservation District (MCSWCD), in the Amount of \$319,900, utilizing the Watershed Conservation Intergovernmental Agreement, as requested by the Water Department. *(Recommended Motion: The proposed Funding be approved.)*
- G. Consideration and Action to Approve an Agreement with Ferguson Enterprises, LLC, as a Limited Source, for the VPIE Software Solution, in an Amount Not to Exceed \$300,000, as requested by the Water Department. *(Recommended Motion: The proposed Agreement be approved.)*
- H. Consideration and Action to Approve an Agreement with Bodine Electric of Decatur for the Fiscal Year (FY) 2025 Traffic Signal Maintenance Project (Bid #2024-45), in the Amount of \$172,375, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Agreement be approved.)*
- I. Consideration and Action to Approve an Agreement with George Gildner, Inc., for the Fiscal Year (FY) 2025 Utility Maintenance Project (Bid #2024-44), in the Amount of \$2,685,200, as requested by the Department of Operations & Engineering Services and the Water Department. *(Recommended Motion: The proposed Agreement be approved.)*
- J. Consideration and Action to Approve an Agreement with George Gildner, Inc., for the Fiscal Year (FY) 2025 Street, Alley, and Sidewalk Maintenance Project (Bid #2024-46), in the Amount of \$863,570, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Agreement be approved.)*
- K. Consideration and Action to Approve an Amendment to the Contract with Tyler Technologies to Add Resident Access and Tyler Payments to Various MUNIS Modules of the City's Enterprise Resource Planning (ERP) System, as requested by the Finance Department and the Information Technology Department. *(Recommended Motion: The proposed Contract Amendment be approved.)*
- L. Consideration and Action to Approve 1) an Intergovernmental Agreement with the

Illinois Department of Transportation (IDOT); and 2) a State Motor Fuel Tax (MFT) Funding Resolution for Illinois Route 9 (Empire Street) and Towanda Barnes Road (County Highway 29) Traffic Signal Improvements, in the Amount of \$59,298, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Agreement and MFT Resolution be approved.)

- M. Consideration and Action to Approve (1) a Supplemental Resolution for Improvement Under the Illinois Highway Code for the Proposed Hamilton Road At-Grade Crossing Near Commerce Parkway; and (2) a Supplemental Agreement for Preliminary Engineering Services with Norfolk Southern Railway Company (NSR), for the Proposed Hamilton Road At-Grade Crossing Near Commerce Parkway, in the Amount of \$30,000, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Supplemental Resolution and Supplemental Agreement be approved.)
- N. Consideration and Action on (1) A Supplemental Resolution for Improvement Under the Illinois Highway Code for the Phase II Design of Hamilton Road, from Bunn Street to Morrissey Drive; and (2) A Supplemental Engineering Services Agreement for State Motor Fuel Tax Funds for the Phase II Design of Hamilton Road, from Bunn Street to Morrissey Drive, in the Amount of \$143,790, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Supplemental Resolution and Supplemental Agreement be approved.)
- O. Consideration and Action on (1) An Ordinance Authorizing the Execution of a Jurisdictional Transfer Agreement Between the City of Bloomington and Bloomington Township; and (2) An Intergovernmental Agreement with Bloomington Township for the Transfer of Jurisdiction of a Portion of Bunn Street to the Municipal System, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance and Intergovernmental Agreement be approved.)
- P. Consideration and Action on An Ordinance to Set a Date for, and to Approve a Public Notice of a Public Hearing on the Tax Increment Financing (TIF) Redevelopment Plan for the Downtown TIF Redevelopment Project Area, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)
- Q. Consideration and Action to (1) Amend the Effective Dates of the HomeServe USA Corp. Water Line and Sewer Lateral Protection and ServLine Leak Protection Programs, (2) Approve a Revised ServLine Insurance Renewal Application, and (3) Approve an Ordinance Amending the City of Bloomington Leak Adjustment Policy, as requested by the Finance Department and the Water Department. (Recommended Motion: The proposed Amendments, Renewal Application, and Ordinance be approved.)
- R. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year (FY) Ending April 30, 2025, to Utilize Fund Balance and Increase the General Fund Budget by \$517,500, and Approving a \$517,500 Contingency to Purchase Twelve (12) Vehicles that were Ordered with FY24 Budgeted Funds what were Cancelled, as requested by the Legal Department. (Recommended Motion: The proposed Ordinance and Contingency be approved.)
- S. Consideration and Action on an Application from Empire Buds, LLC, d/b/a Crafted

Commons, located at 1101 Airport Rd., Requesting Approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Change in Ownership be approved.)

- T. Consideration and Action on an Application from Chi Family Express, LLC, located at 3907 General Electric Rd., Unit 6, Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)
- U. Consideration and Action on an Application from Rusk Hospitality Group, LLC, d/b/a Bonchon Bloomington, located at 1413 Leslie Dr., Unit 2, Requesting Approval of the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)
- V. Consideration and Action on an Application from Le Marchand De Vin, LLC, located at 1704 Eastland Dr., Ste. 8, Requesting Approval for the Creation of 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.)

9. Regular Agenda

- A. Presentation of the McLean County Regional Planning Commission Regional Housing Recovery Plan, as requested by the Administration Department. (Recommended Motion: None; Presentation only.) (Presentation by Ray Lai, Executive Director for McLean County Regional Planning Commission, and Mark Adams, Community Planner for McLean County Regional Planning Commission, 15 minutes; and City Council Discussion, 15 minutes.)
- B. Presentation on the Status of and Next Steps for the Downtown Streetscape Project, as requested by the Administration Department. (Recommended Motion: None; Presentation only.) (Presentation by Billy Tyus, Deputy 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

14. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for National Historic Preservation Month , as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5a. Well-planned City with necessary services and infrastructure

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1C Proclamation](#)

Mayoral Proclamation

***RECOGNIZING MAY AS HISTORIC PRESERVATION MONTH & HONORING THE
MEMBERS OF THE HISTORIC PRESERVATION COMMISSION***

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, the Bloomington Historic Preservation Commission was created in 1983 and has since been convened by dozens of committed and passionate volunteers; and

WHEREAS, the City of Bloomington has been a Certified Local Government since 1985, demonstrating a long-term commitment to working with State and Federal partners to uphold national historic preservation standards; and

WHEREAS, the City of Bloomington partners with organizations throughout the community to celebrate and implement a thriving downtown revitalization program in Historic Downtown, including First Fridays, the Downtown Farmers' Market, Small Business Saturday, networking events, promotional events, and the Harriet Fuller Rust Facade Grant program; and

WHEREAS, the City of Bloomington is celebrating 18 years in Downtown Bloomington as an accredited Main Street America program, with more than 130 locally owned businesses; and

WHEREAS, the theme for National Preservation Month, "People Saving Places," embodies the very real work that historic place-savers do, by pouring their time, energy, and resources into protecting places they care about, and inspiring others to join the effort for generations to come; and

WHEREAS, the City of Bloomington, through our Code, our financial commitments, and our celebrations of place, supports historic preservation efforts throughout the year.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of Bloomington Illinois, do proclaim May 2024 as National Preservation Month, and do call upon the people of Bloomington to join other communities across the nation in recognizing and participating in this observance.


Mboka Mwilambwe
Mayor




Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Emergency Medical Services (EMS) Week , as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 4a. Residents feeling safe in their homes and neighborhoods

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Jason Greer, Deputy Chief of EMS

ATTACHMENTS:
[ADM 2B Proclamation](#)

Mayoral Proclamation



WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

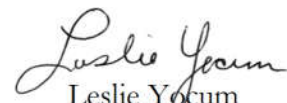
WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week

NOW THEREFORE, I Mboka Mwilambwe, Mayor of City of Bloomington, in recognition of this event do hereby proclaim the week of May 19 - 25, 2024, as **EMERGENCY MEDICAL SERVICES WEEK** The 50th Anniversary of EMS Week theme is EMS WEEK: Honoring Our Past. Forging Our Future. I encourage the community to observe this week with appropriate programs, ceremonies, and activities.


Mboka Mwilambwe
Mayor




Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.C.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for the 55th Annual Municipal Clerk's Week, as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included Proclamation is a public statement that brings attention to factors that affect our community. Municipal Clerk's Week is celebrated by the International Institute of Municipal Clerks Organization and the Illinois Municipal Clerks Organization, of which both the City Clerk and Deputy City Clerk are members.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:

[ADM 3B Proclamation](#)

Mayoral Proclamation
55th Annual Professional Municipal Clerks Week

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants; and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community; and

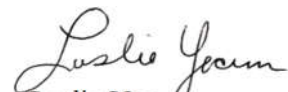
WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, provincial, county, and international professional organizations; and

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of Bloomington, Illinois, do recognize the week of May 5 through May 11, 2024, as **Professional Municipal Clerks Week**, and further extend appreciation to our Professional Municipal Clerk, Leslie Yocum, and Deputy City Clerk, Amanda Stutsman for the vital services they perform and their exemplary dedication to the City of Bloomington.


Mboka Mwilambwe
Mayor




Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.D.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Board & Commission Appointments and Reappointments , as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included appointments and reappointment are representative of City Council's approval from the April 22, 2024 Council meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 4B Recognition of Appointments and Reappointment from 042224 Council](#)



Appointments

Library Board of Trustees:

- **Sharon Zeck**

Bloomington Housing Authority:

- **Diana Lewis**



CONSENT AGENDA ITEM NO. 8.A.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the April 8, 2024, 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, minutes must be approved thirty (30) days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, minutes are available for public inspection and posted to the City's website within 10 days after approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B DRAFT Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, APRIL 8, 2024, 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

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

Recognition/Appointments

The following item was presented:

Item 5.A. Proclamation for National Library Week, as requested by the Bloomington Public Library.

Mayor Mwilambwe presented the Proclamation. Jeanne Hamilton, Bloomington Public Library Director, accepted the Proclamation.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. The following individuals spoke in-person: (1) Tony Coletta; (2) William (J) Phillips; (3) Noah Tang; (4) Zach Carlson; (5) Vicki Tilton; and (6) Surena Fish. No emailed public comment was received.

Consent Agenda

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

Council Member Boelen made a motion, seconded by Council Member Danenberger, to approve the Consent Agenda.

Item 8.A. Consideration and Action to Approve the Minutes of the March 11, 2024 Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$5,817,805.41, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action on Approving Reappointments to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Reappointments be approved.)

Item 8.D. Consideration and Action on Approving the Purchase of Network Uninterruptible Power Supplies (UPS) through Anixter, Inc., in the Amount of \$90,339.42, as requested by the Information Technology Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.E. Consideration and Action to Approve an Agreement with Donohue & Associates, Inc., for the Fort Jesse Watermain and Enterprise Tower Construction Observation, in the Amount Not to Exceed \$565,700, as requested by the Water Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.F. Consideration and Action to Approve a Three-Year Contract with Kemira Water Solutions, Inc., for Ferric Sulfate (Bid #2024-34), in the Amount of \$343 per Ton Delivered, as requested by the Water Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.G. Consideration and Action to Approve a Contract with Carus, LLC, for Sodium Hexametaphosphate (Bid #2024-34), in the Amount of \$3,820 per Ton Delivered, as requested by the Water Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.H. Consideration and Action to Approve a Contract with Brenntag Mid-South, Inc., as a Limited Source, for Robin 120 Cationic Polymer, in the Amount of \$1.09 per Pound, and for Robin 30A Anionic Polymer, in the Amount of \$1.62 per Pound, for a Total Cost of \$96,000, as requested by the Water Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.I. Consideration and Action to Approve a Contract with Brenntag Mid-South, Inc., for Hydrofluosilicic Acid (Bid #2024-34), in the Amount of \$559 per Ton on a 40,000-Pound Shipment, as requested by the Water Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.J. Consideration and Action to Approve a Contract with Linde, Inc. for Carbon Dioxide (Bid #2024-34), in the Amount of \$275 per Ton Delivered, as requested by the Water Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.K. Consideration and Action to Approve a Three-Year Contract with Tanner Industries, Inc. for Anhydrous Ammonia (Bid #2024-34), in the Amount of \$1,840 per Ton Delivered, as requested by the Water Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.L. Consideration and Action to Approve a Three-Year Contract with JCI Jones Chemicals, Inc., for Liquid Chlorine (Bid #2024-34), in the Amount of \$1,749 Per Ton for the Initial Term, as requested by the Water Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.M. Consideration and Action to Approve a Five-Year Annually Renewable Agreement with Baker & Tilly US, LLC, for Audit Services, in the Amount of \$620,530, as requested by the Finance Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.N. Consideration and Action to Approve (1) An Agreement with HomeServe USA Corp. for Water Line and Sewer Lateral Protection for the Customers of the City of Bloomington; (2) Insurance Renewal Application for the Servline Leak Protection Program; and (3) An Ordinance Amending the City of Bloomington Water Leak Adjustment Policy, as requested by the Water Department and the Finance Department. (Recommended Motion: The proposed Agreement, Renewal Application, and Ordinance be approved.)

Item 8.O. Consideration and Action on A Resolution Approving an Agreement with the Public Safety Training Foundation (PSTF), and the Integrating, Communications, Assessment, and Tactics (ICAT) Training Foundation for the Use of the PSTF's and ICAT Training Foundation's Facilities, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 014

A RESOLUTION APPROVING AN AGREEMENT WITH THE PUBLIC SAFETY TRAINING FOUNDATION (PSTF), AND THE INTEGRATING, COMMUNICATIONS, ASSESSMENT, AND TACTICS (ICAT) TRAINING FOUNDATION FOR THE USE OF THE PSTF'S AND ICAT TRAINING FOUNDATION'S FACILITIES

Item 8.P. Consideration and Action on a Resolution Approving an Agreement with Fehr Graham for Professional Engineering Services, in the Amount Not to Exceed \$449,273 for Fiscal Year (FY) 2025, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 015

A RESOLUTION APPROVING AN AGREEMENT WITH FEHR GRAHAM FOR PROFESSIONAL ENGINEERING SERVICES, IN THE AMOUNT NOT TO EXCEED \$449,273 FOR FISCAL YEAR (FY) 2025

Item 8.Q. Consideration and Action on an Ordinance Authorizing a Construction Contract with Landmark Structures I, L.P., for the Enterprise 1MG Water Tower Construction (Bid #2024-31), in the Amount of \$7,485,010, as requested by the Water Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 017

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH LANDMARK STRUCTURES I, L.P., FOR THE ENTERPRISE 1MG WATER TOWER CONSTRUCTION (BID #2024-31), IN THE AMOUNT OF \$7,485,010

Item 8.R. Consideration and Action on an Ordinance Authorizing a Construction Contract with George Gildner, Inc. for the Fort Jesse Road Watermain Replacement Construction (Bid #2024-32), in the Amount of \$454,458, as requested by the Water Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 018

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH GEORGE GILDNER, INC. FOR THE FORT JESSE ROAD WATERMAIN REPLACEMENT CONSTRUCTION (BID #2024-32), IN THE AMOUNT OF \$454,458

Item 8.S. Consideration and Action on (1) An Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method; (2) A Highway Authority Agreement (HAA); and (3) A City of

Bloomington Supplemental HAA, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance and Agreements be approved.)

ORDINANCE NO. 2024 – 019

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

Item 8.T. Consideration and Action on (1) An Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024; and (2) An Ordinance Authorizing a Construction Agreement with P.J. Hoerr, Inc., for the Arena RTU Replacement project (Bid #2024-30), in the Amount of \$6,690,600, as requested by the Department of Operations & Engineering Services and the Arts & Entertainment Department. (Recommended Motion: The proposed Ordinances be approved.)

ORDINANCE NO. 2024 – 020

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2024

ORDINANCE NO. 2024 – 021

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH P.J. HOERR, INC., FOR THE ARENA RTU REPLACEMENT PROJECT (BID #2024-30), IN THE AMOUNT OF \$6,690,600

Item 8.U. Consideration and Action on An Ordinance Authorizing the Mayor and City Manager to Approve Vehicle and Related Equipment Purchases Using an Expedited Process through April 30, 2025, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 022

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO APPROVE VEHICLE AND RELATED EQUIPMENT PURCHASES USING AN EXPEDITED PROCESS THROUGH APRIL 30, 2025

Item 8.V. Consideration and Action on an Ordinance Abating the Incremental Property Tax for the Property Located at 102 South East Street, Bloomington, Illinois, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 023

AN ORDINANCE ABATING THE INCREMENTAL PROPERTY TAX FOR THE PROPERTY LOCATED AT 102 SOUTH EAST STREET, BLOOMINGTON, ILLINOIS

Item 8.W. Consideration and Action to Approve the Annual Cost for the City's Portion of the Dropbox Recycling Program between the City of Bloomington, the Town of Normal, and the County of McLean, as requested by the Legal Department. (Recommended Motion: The proposed Annual Cost be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following item was presented:

Item 9.A. Consideration and Action on an Ordinance to Adopt and Appropriate the Fiscal Year 2025 (Beginning May 1, 2024, and Ending April 30, 2025) Budget, as requested by the Finance Department.

City Manager, Tim Gleason, introduced the Item and discussed the budget process.

Scott Rathbun, Finance Director, presented the Fiscal Year (FY) 2025 budget discussing variances and changes. He reminded the public that detailed explanations of the budget were available online, as well as where to find budget materials. He then explained why the budget was being considered in two parts with McLean County Museum of History being considered separately.

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

Council Member Boelen and Mr. Rathbun briefly discussed cash for equipment compared to capital leases.

Council Member Montney asked what percentage of funds from the Capital Projects line item would fund Phase I of the Downtown Streetscape. Mr. Rathbun confirmed that none of the funding from that particular line item would fund Phase I. They then discussed the various line items that comprised the \$41 Million to repair or replace streets and sidewalks. Council Member Montney expressed concerns regarding slow rates of repair.

Council Member Crumpler expressed appreciation in the detailed presentations and stated his support to approve.

Council Member Ward echoed her appreciation of Mr. Rathbun's presentations and shared support for the Item. She then addressed the significance of a budget that included competing priorities and a proactive rather than reactive approach.

Council Member Ward called the question, and it was acknowledged by Mayor Mwilambwe.

Mayor Mwilambwe directed the Clerk to call roll:

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

NAYES: Montney

Motion carried.

ORDINANCE NO. 2024 – 024

AN ORDINANCE TO ADOPT AND APPROPRIATE THE FISCAL YEAR 2025 (BEGINNING MAY 1, 2024, AND ENDING APRIL 30, 2025) BUDGET

The following item was presented:

Item 9.B. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2025, related to the McLean County Museum of History, as requested by the Finance Department.

Mr. Rathbun reiterated the Item would fund the McLean County Museum of History.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

ABSTAIN: Hendricks

Motion carried.

ORDINANCE NO. 2024 – 025

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2025, RELATED TO THE MCLEAN COUNTY MUSEUM OF HISTORY

The following item was presented:

Item 9.C. Consideration and Action on A Resolution Adopting the Downtown for Everyone Streetscape Program Report Volumes 1-3, as requested by the Administration Department.

Deputy City Manager, Billy Tyus, discussed how the Downtown Streetscape Plan (“Plan”), also referred to as the Downtown for Everyone plan, was a roadmap to generational changes to the Downtown establishing it as a place of enjoyment and tourism destination. He described how the vibrancy of Downtown is a big economic development driver, and then went on to stress how the plan paved way for important infrastructure improvements such as separating combined sewers, repairing sidewalk vaults, and paving streets.

Mayor Mwilambwe acknowledged Deputy City Manager Tyus’ significant work.

Council Member Hendricks echoed his appreciation to Deputy City Manager Tyus, staff, and all the collaborative stakeholders. He spoke to various beautification and infrastructure improvements, as well as the recommitment to decades of hard work from local businesses. He noted that approving the Plan would allow the City to apply for grant funding.

Council Member Boelen expressed her support and the importance of grant funding.

Council Member Ward pointed out how downtowns bring communities together and discussed how the improvements would impact her neighbors.

Council Member Becker addressed why he had previously voted against the Plan. He then discussed why he was now more in support of it, but that he still believed there were material issues needing addressed.

Council Member Montney and Deputy City Manager Tyus discussed what Council would be voting on.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

RESOLUTION NO. 2024 – 016

A RESOLUTION ADOPTING THE DOWNTOWN FOR EVERYONE STREETSCAPE PROGRAM REPORT VOLUMES 1-3

The following item was presented:

Item 9.D. Consideration and Action on (1) An Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024; and (2) a Resolution Approving an Agreement with Crawford, Murphy & Tilly, Inc., for the Development of Construction Drawings for the North Main Street Project as Part of the Downtown for Everyone Program, in the Amount Not to Exceed \$1,050,000 and a Change Order in the Amount Not to Exceed \$100,000, as requested by the Department of Operations & Engineering Services and the Administration Department.

City Manager Gleason stressed that the Downtown Streetscape Plan (“Plan”), also referred to as the Downtown for Everyone plan, was a Plan of action that would not be shelved similar to historic plans.

Deputy City Manager Tyus explained the Item included a budget amendment to pay for detailed work related to drainage and parking at the Bloomington Center for Performing Arts.

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

Council Member Boelen and Deputy City Manager Tyus discussed that the Item would approve design work so projects could be bid out.

Mike Sewell, Project Manager with Crawford, Murphy, & Tilly, discussed with Council Member Boelen that the only foreseen additional soft costs would be for permits.

Council Member Montney shared that she had additional questions/concerns and wished to dive into them before consideration of the Item. She encouraged the community to reach out if they had concerns. She expressed concern with the fees associated to overhead costs and then requested local vendors be used for the project.

Mr. Sewell shared that Crawford, Murphy, & Tilly would be opening an office in Downtown, further demonstrating their commitment as a partner to Bloomington and making them a local vendor.

City Manager Gleason and Deputy City Manager Tyus discussed that a draft Plan had been provided to Council weeks before bringing the Item for consideration.

Council Member Crumpler stated that he and his constituents supported the Item.

Mayor Mwilambwe directed the Clerk to call roll:

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

NAYES: Montney

Motion carried.

ORDINANCE NO. 2024 – 026

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2024

RESOLUTION NO. 2024 – 017

A RESOLUTION APPROVING AN AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC., FOR THE DEVELOPMENT OF CONSTRUCTION DRAWINGS FOR THE NORTH MAIN STREET PROJECT AS PART OF THE DOWNTOWN FOR EVERYONE PROGRAM, IN THE AMOUNT NOT TO EXCEED \$1,050,000 AND A CHANGE ORDER IN THE AMOUNT NOT TO EXCEED \$100,000

City Manager's Discussion

City Manager Gleason shared a video highlighting upcoming events.

Mayor's Discussion

Mayor Mwilambwe expressed excitement for the adoption and start of the Downtown Streetscape Plan.

Council Member's Discussion

Council Member Boelen highlighted that about 90% of the Consent Agenda was Water Department Projects and noted that the increased water bill reflected these projects.

Council Member Montney discussed a hockey event she had attended and thanked Mr. Sewell for the opportunity to collaborate.

Executive Session

Item 12.A. Personnel - Section 2(c)(1) of 5 ILCS 120 (30 min.)

Council Member Boelen made a motion, seconded by Council Member Becker, to enter into Executive Session per Section 2(c)(1) of 5 ILCS 120 to discuss the appointment of an individual as the successor of Tim Gleason, City Manager.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council entered Executive Session at 7:34 P.M.

Adjournment

Council Member Becker made a motion, seconded by Council Member Ward, to return to open session and adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

The meeting adjourned at 8:38 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.B.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$13,037,405.97, 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 \$13,037,405.97 (Payroll total \$6,457,035.23, Accounts Payable total \$6,344,401.99 and Bank Transfers total \$235,968.75

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Stacey Moews,

ATTACHMENTS:

[FIN 1B Council Finance Summary Report](#)

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
4/19/2024	\$ 2,580,789.81	\$ 610,528.10	\$ 3,191,317.91
5/3/2024	\$ 2,647,993.09	\$ 605,868.18	\$ 3,253,861.27
Off Cycle Adjustments	\$ 11,872.39	\$ (16.34)	\$ 11,856.05
PAYROLL TOTAL			\$ 6,457,035.23

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
5/13/2024	AP General	\$ 5,759,148.52
	AP JMScott	\$ -
5/13/2024	AP Comm Devel	\$ 35,773.17
5/13/2024	AP IHDA	\$ 10,037.00
5/13/2024	AP Library	\$ 138,482.33
	AP MFT	\$ -
04/18/2024-05/02/2024	Out of Cycle AP	\$ 400,960.97
04/01/2024-04/30/2024	AP Bank Transfers	\$ 235,968.75
AP TOTAL		\$ 6,580,370.74

PCARDS

Date Range

PCARD TOTAL	\$0.00
--------------------	---------------

GRAND TOTAL	\$ 13,037,405.97
--------------------	-------------------------

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.C.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Appointments & Reappointments 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: Applications are on file in the Administration Office. The Mayor of the City of Bloomington asks Council concurrence in the appointments & reappointments of:

Special Commission for Safe Communities: Ryan Bertrand's and Christopher Cashen's appointments are effective immediately, with an expiration date of 05-09-26.

Citizens' Beautification Committee: Joni Painter's and Gina Lavazza's reappointments are effective immediately, with an expiration date of 04-30-27.

Cultural Commission: Faisal Rashid's reappointment is effective immediately, with an expiration date of 04-30-27.

Historic Preservation Commission: Dawn Peters' reappointment is effective immediately, with an expiration date of 04-30-27.

Japanese Sister City: Dawn McBride's and Steven Campbell's reappointments are effective immediately, with an expiration date of 04-30-27.

Zoning Board of Appeals: Terry Ballantini's reappointment is effective immediately, with an expiration date of 04-30-27.

John M. Scott Health Care Commission: Lora Passetti's, Catherine Porter's, and Dr. William Ray's appointments and Karen Schmidt's and Bradley Secord's reappointments are effective immediately, with an expiration date of 05-01-27.

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

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 5D Boards and Commissions Rosters](#)

Special Commission For Safe Communities Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Special Commission For Safe Communities	Staff Liaison	Aaron	Veerman				false
Active	Special Commission For Safe Communities	Commissioner	Jay	Shannon	10/9/2025		2023	true
Active	Special Commission For Safe Communities	Commissioner	Kaitlyn	Selman	10/9/2025		2023	true
Active	Special Commission For Safe Communities	Commissioner	Cathy	Lust	10/9/2025		2023	true
Active	Special Commission For Safe Communities	Commissioner	Aron	Klein	10/9/2025		2023	true
Active	Special Commission For Safe Communities	Commissioner	Elizabeth	German	10/9/2025		2023	true
Active	Special Commission For Safe Communities	Commissioner	John Scott	Denton	10/9/2025		2023	true
Active	Special Commission For Safe Communities	Commissioner	Timothy	Harris	10/9/2025		2023	true

Citizen's Beautification Committee Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Citizens Beautification	Staff Liaison	Jeff	Hindman				false
Active	Citizens Beautification	Commissioner	Sara	Kemp	4/30/2024	4/12/2021	2018	true
Active	Citizens Beautification	Commissioner	Joni	Painter	4/30/2024	6/14/2021	2021	true
Active	Citizens Beautification	Commissioner	Gina	Lavazza	4/30/2024	4/11/2022	2022	true
Active	Citizens Beautification	Commissioner	Deborah	Johnson	4/30/2024	7/11/2022	2022	true
Active	Citizens Beautification	Commissioner	Daniel	Freburg	4/30/2025	5/23/2022	2018	true
Active	Citizens Beautification	Commissioner	Margaret	Kraft	4/30/2025	7/11/2022	2022	true
Active	Citizens Beautification	Commissioner	Jennifer	Aurora	4/30/2025	7/11/2022	2022	true
Active	Citizens Beautification	Commissioner	Fredrick	Marling	4/30/2025	2/27/2023	2023	true
Active	Citizens Beautification	Commissioner	Michaela	Kent	10/23/2026	10/23/2023	2023	true
Active	Citizens Beautification	Commissioner	Eldon	Haab	11/27/2026	11/27/2023	2023	true
Active	Citizens Beautification	Commissioner	Izola	Tyus	4/30/2027	2/26/2024	2024	true

Cultural Commission Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Cultural Commission	Staff Liaison	Anthony	Nelson				false
Active	Cultural Commission	Chair	Faisal	Rashid	4/30/2024	2/27/2023	2023	true
Active	Cultural Commission	Commissioner	Jeffrey	Pitzer	4/30/2025	8/28/2023	2019	true
Active	Cultural Commission	Commissioner	Shweta	Shukla	4/30/2025	8/28/2023	2020	true
Active	Cultural Commission	Commissioner	Katherine	Browne	4/30/2025	3/25/2024	2024	true
Active	Cultural Commission	Commissioner	Peter	Pontius	4/30/2025	3/25/2024	2024	true
Active	Cultural Commission	Commissioner	Crystal	Bricker	4/30/2025	3/11/2024	2024	true
Active	Cultural Commission	Commissioner	Cindy	Termuende	4/30/2026	5/22/2023	2023	true
Active	Cultural Commission	Commissioner	Dallas	Long	4/30/2026	8/28/2023	2023	true

Historic Preservation Commission Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Historic Preservation Commission	Staff Liaison	Alissa	Pemberton				
Active	Historic Preservation Commission	Commissioner	Dawn	Peters	4/30/2024	4/12/2021	2020	true
Active	Historic Preservation Commission	Chair	Greg	Koos	4/30/2025	5/23/2022	2020	true
Active	Historic Preservation Commission	Comissioner	Sara	Lindenbaum	4/30/2025	5/1/2023	2023	true
Active	Historic Preservation Commission	Attorney	John	Elterich	4/30/2026	5/22/2023	2021	true
Active	Historic Preservation Commission	Architect & Vice-Chair	Paul	Scharnett	4/30/2026	5/22/2023	2017	true
Active	Historic Preservation Commission	Commissioner	Emma	Meyer	4/30/2026	5/1/2023	2023	true
Active	Historic Preservation Commission	Commissioner	Mark	Adams	1/22/2027	1/24/2024	2024	true

Japanese Sister City Committee Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Japanese Sister City Committee	Chair	Jeff	Kroesch				false
Active	Japanese Sister City Committee	Committee Member	Dawn	McBride	4/30/2024	4/26/2021	2018	true
Active	Japanese Sister City Committee	Committee Member	Steven	Campbell	4/30/2024	4/26/2021	2021	true
Active	Japanese Sister City Committee	Committee Member	Bennett	Morris	4/30/2025	2/27/2023	2023	true
Active	Japanese Sister City Committee	Committee Member	Katherine	Scheck	4/30/2025	2/27/2023	2023	true
Active	Japanese Sister City Committee	Committee Member	Sarah	Adelman	10/9/2025		2023	true
Active	Japanese Sister City Committee	Committee Member	Brenda	Guest	4/30/2026	5/22/2023	2018	true
Active	Japanese Sister City Committee	Committee Member	Justin	Tirone	4/30/2027	3/11/2024	2024	true

Zoning Board of Appeals Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Zoning Board of Appeals	Staff Liaison	Jon	Branham		1/24/2024		
Active	Zoning Board of Appeals	Board Member	Terry	Ballantini	4/30/2024	3/22/2021	2018	true
Active	Zoning Board of Appeals	Board Member	Nikki	Williams	4/30/2025	5/23/2022	2020	false
Active	Zoning Board of Appeals	Board Member	Zachary	Zwaga	4/30/2025	7/11/2022	2022	true
Active	Zoning Board of Appeals	Chair	Michael	Straza	4/30/2026	8/28/2023	2020	true
Active	Zoning Board of Appeals	Board Member	Victoria	Harris	4/30/2026	8/28/2023	2017	true
Active	Zoning Board of Appeals	Board Member	Tim	Foley	4/30/2026	5/22/2023	2022	true



CONSENT AGENDA ITEM NO. 8.D.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of Neptune Water Meters, Related Accessories, Software Licensing, and Maintenance for Meter Reading Equipment from Ferguson Enterprises, as a Limited Source, for the Fiscal Year 2025 Water Meter Installation Program, in the Amount Not to Exceed \$1,500,000, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the City will purchase Neptune water meters, related accessories, software licensing, and maintenance for meter reading equipment from Ferguson Enterprises. In August 2019, the Meter Services Section prepared a program evaluation describing the current water meter program and proposed improvements to it. In addition to the current program, the evaluation included current meter statistics, the American Water Works Association ("AWWA") Water Audit process, and meter sizing practices. Staff evaluated the current program and analyzed six alternatives to improve the current program. The proposed meter program is based on staff input, Neptune's Statistical Evaluation for Enhancement of Revenue ("SEER") data, and meter data, gathered annually, using a three-pronged approach, including: (1) a 15-year meter change-out program; (2) an emphasis on expedited replacement of turbine and compound meters; and (3) meters with lead content between .26% and 8%.

The Water Department will use the funding to implement the improved Water Meter Installation Program, which will utilize existing staff to replace approximately 4,000 aged meters in the system per year and replace meter measuring elements in large meters. The funding also supports the software licensing and the maintenance of the meter reading equipment.

Water metering technology varies greatly from one manufacturer to another as different technologies and proprietary components are used, particularly in the areas of communication of meter reading information. At this point, the reading equipment and interactivity with the utility billing software make it extremely difficult and cost-prohibitive to invest in more than one type of meter. Simply put, different brands of water meters do not communicate well, if at all,

with one another. Therefore, many utilities have settled upon a particular brand of meter, software, and meter reading equipment and negotiated the price of the water meters and the related accessories. On February 28, 2005, Council approved Resolution 2005-33, which specifically identified Neptune as the manufacturer of water meters to be used by the City. The City cannot competitively bid water meters of different brands and integrate them into the existing system. Ferguson Waterworks is the only distributor of Neptune products in this region (please see attached limited source letter).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase Neptune Water Meters, Related Accessories, Software Licensing, and Maintenance for Meter Reading Equipment from Ferguson Enterprises, for the Fiscal Year ("FY") 2025 Water Meter Installation Program, in the amount not to exceed \$1,500,000. Funds totaling \$1,500,000 are included in the FY 2025 Budget under Water Meter Services–Meters account (50100150-71730). Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 98.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

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

ATTACHMENTS:

[WTR 1B Quote \(Software\)](#)

[WRT 1C Quote \(Meters\)](#)

[WTR 1D Sole Authorized Distributor](#)

[WTR 1E Sole Source Justification](#)



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

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

Deliver To:
From: Tj Rodebaugh
Comments:

14:49:01 APR 15 2024

Page 1 of 2

FERGUSON WATERWORKS #2516

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

Bid No: B191089
Bid Date: 04/15/24
Quoted By: CMP

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

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

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

Cust PO#:

Job Name: NEP 360 MAINT

Item	Description	Quantity	Net Price	UM	Total
	QUO-178523-Z0N3F9 VALID: 1/1/24 - 12/31/24 -----				
N13727001	ANNUAL ENTITLEMENT FEE GATEWAY R900 SERIAL NUMBERS: GPV402530 GPV402531 GPV402535 GPV402540 GPV401318 GPV402108 GPV402111 GPV402112 GPV402113 GPV402114 GPV402115 GPV402117 GPV402118	20	1481.420	EA	29628.40
N13721008	ANNUAL ENTITLEMENT FEE BELTCLIP SERIAL NUMBERS: BC300760 BC300828 BC303068 BC303082 BC303089 BC002005 BC000651 BC000658 BC000576 BC000557 BC000325 BC000341	12	659.540	EA	7914.48
N13721005	ANNUAL ENTITLEMENT FEE MRX920 SERIAL NUMBERS: MRX401174 MRX401240	4	2713.960	EA	10855.84



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2521&on=4931>

Fax: 815-756-2877

14:49:01 APR 15 2024

Reference No: B191089

Item	Description	Quantity	Net Price	UM	Total
	MRX401714				
	MRX402502				
N13980107	NEPTUNE 360 AMR - 20001-50000	17169	1.130	EA	19400.97
N13980207	NEPTUNE 360 AMI - 20001-50000	16144	2.750	EA	44396.00

Net Total: \$112195.69
Tax: \$0.00
Freight: \$0.00
Total: \$112195.69

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

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

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

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



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2521&on=4931>



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

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

Deliver To:
From: Craig Parnow
Comments:

11:54:23 APR 16 2024

Page 1 of 1

FERGUSON WATERWORKS #2516

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

Bid No: B191141
Bid Date: 04/16/24
Quoted By: CMP

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

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

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

Cust PO#: VERBAL NICK

Job Name: MTR PRICING 2024-25

Item	Description	Quantity	Net Price	UM	Total
	MACH 10 STANDALONES				
NEU1A1F1	5/8 MACH10 CF	1	227.640	EA	227.64
NEU1B1F1	5/8X3/4 MACH10 CF	1	227.640	EA	227.64
NEU1C1F1	3/4 MACH10 CF	1	260.870	EA	260.87
NEU1D1F1	3/4 SL MACH10 CF	1	260.870	EA	260.87
NEU1F1F1	1 MACH10 CF	1	365.220	EA	365.22

	R900 UNITS				

N13341200	R900 V4 WALL MIU	1	135.920	EA	135.92
N13967200	R900 CELL WALL 2 WIRE	1	173.910	EA	173.91
Net Total:					\$1652.07
Tax:					\$0.00
Freight:					\$0.00
Total:					\$1652.07

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

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

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

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



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2521&on=4931>

April 11, 2024

Mr Nick O'Donoghue
City of Bloomington
603 West Division St.
Bloomington, IL 61701

Ref: FERGUSON WATERWORKS – Sole Authorized Distributor – Northern Illinois

Neptune Technology Group Inc is pleased to affirm that FERGUSON WATERWORKS, is the sole authorized distributor in Northern Illinois for Neptune RF meter reading equipment, Neptune water meters, Meter Interface Units, parts and software.

FERGUSON WATERWORKS is authorized by Neptune to sell, warrant and service Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local TJ Rodebaugh at 815-341-4772, your local Neptune representative, Pat Prasifka, at 334-391-6128, or Neptune's bid department at 470-283-4399

Sincerely,



Patrick Prasifka
District Manager
Neptune Technology Group

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A – LIMITED SOURCE PURCHASE:

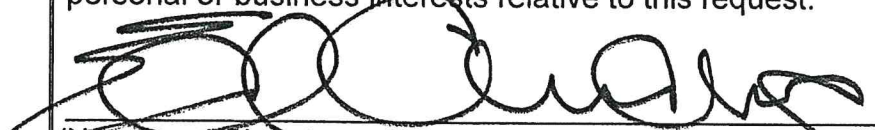
Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility,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

Vendor Name & #: Ferguson Enterprises 1227	Amount: \$1,500,000	Date: 4/16/24
--	---------------------	---------------

Description of item/services: Purchase of Neptune Water Meters and Related Accessories

Justification: Water metering technology varies greatly from one manufacturer to another as different technology and proprietary components are used, particularly in the areas of communication of meter reading information. Therefore, the City cannot competitively bid water meters and associated accessories of different brands and integrate them into the existing system. The City embraced the emerging technology of radio frequency (RF) transmitting data collectors on water meters through City Council action, Resolution 2005-33, on February 28, 2005, specifically identifying Neptune as the manufacturer of water meters to be used by the City. The Water Division of the Public Works Department has been installing RF transmitting data collectors on its water meters since that time and is approximately 99% deployed. Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune R900 Gateway Antennas, RF meter reading equipment, water meters, meter interface units, and parts.

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.


(Name and Signature of Department Director or Designee)

4-18-24
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):



4/18/2024



CONSENT AGENDA ITEM NO. 8.E.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Reject the Bid for the New Lake Bloomington Maintenance Facility (Bid #2024-43), as requested by the Water Department.

RECOMMENDED MOTION: The proposed Bid Rejection 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: The City released a formal bid on Monday, March 18, 2024, for the New Lake Bloomington Maintenance Facility at Lake Bloomington that was destroyed due to a fire on March 10, 2019. The City received three bids on Tuesday, April 16, 2024, with Hillside Development Group, LLC being the lowest bid at \$771,561.84. However, the estimate for this project was \$625,000. After further review of the bid submission by City staff, the City is looking at alternative solutions that may be more cost-effective options for this project. The Water Department may rebid this project at a later date. A full bid tabulation is attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on March 18, 2024.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 2B Bid #2024-43](#)

Bid #2024-43 Lake Park Maintenance Facility				AFE Construction, LLC		Hillside Development Group, LLC		J Spencer Construction LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Base Bid will be inclusive of all work and requirements listed in the Scope of Work and Contingency - 10% of the Base Bid The contingency item included in the bid shall be used for unforeseen issues which may arise during the project. All contingency items shall be at the City's sole discretion. Any amount not used during the project shall revert back to the City and not be paid to the Contractor.	1	LS	\$928,200.00	\$928,200.00	\$701,419.85	\$701,419.85	\$779,000.00	\$779,000.00
2		1	LS	\$92,820.00	\$92,820.00	\$70,141.99	\$70,141.99	\$77,900.00	\$77,900.00
Total					\$1,021,020.00		\$771,561.84		\$856,900.00



CONSENT AGENDA ITEM NO. 8.F.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Funding for Fiscal Year 2025 Stabilization Installation Work through the McLean County Soil and Water Conservation District (MCSWCD), in the Amount of \$319,900, utilizing the Watershed Conservation Intergovernmental Agreement, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Funding be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the City will pay for materials, construction, installation, site prep, and project management services through an intergovernmental agreement between the City of Bloomington, McLean County, the Town of Normal, and the McLean County Soil and Water Conservation District ("MCSWCD") for Fiscal Year 2025 stabilization installation work for the multi-year Lake Bloomington Shoreline Stabilization project.

The proposed project will stabilize approximately 2,650 feet of shoreline. The project will be administered by the MCSWCD Conservation Office utilizing their Water Conservationist. The City funds the majority of that position through the Intergovernmental Agreement. The MCSWCD is the City's main partner for the design, implementation, and outreach programs for the approximately 70,000 acre watersheds that direct water to the City's two reservoirs.

This project will utilize a proven mitigation effort (shoreline protection) that is part of the Illinois Environmental Protection Agency's strategy to reduce phosphorus in drinking water reservoirs. The project will diminish the problems of sedimentation and nutrients that have been determined to impair water quality in the reservoir. This project is a continuation of several years of shoreline stabilization projects that the City has successfully completed. The City, along with consultants, identified banks with the highest erosion rates and prioritizes these areas to be stabilized first.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Soil and Water Conservation District

FINANCIAL IMPACT: If approved, the City will allocate funding for Fiscal Year 2025 Stabilization Installation Work through the McLean County Soil and Water Conservation District (MCSWCD), in the Amount of \$319,900, utilizing the Watershed Conservation Intergovernmental Agreement. The funds will be allocated from Lake Maintenance-Other Capital Improvement account (50100140-72620) in the amount of \$300,000 and the Lake

Maintenance- Architectural & Engineering Services for Capital account (50100140-70051) in the amount of \$19,900 for a total of \$319,900. \$325,000 was included in the FY 2025 Budget for this project. Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 96, 97, 158, 242, 257, and 258.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 3B Quote](#)

[WTR 3C Design](#)

[WTR 3D Watershed IGA](#)



McLean County SWCD

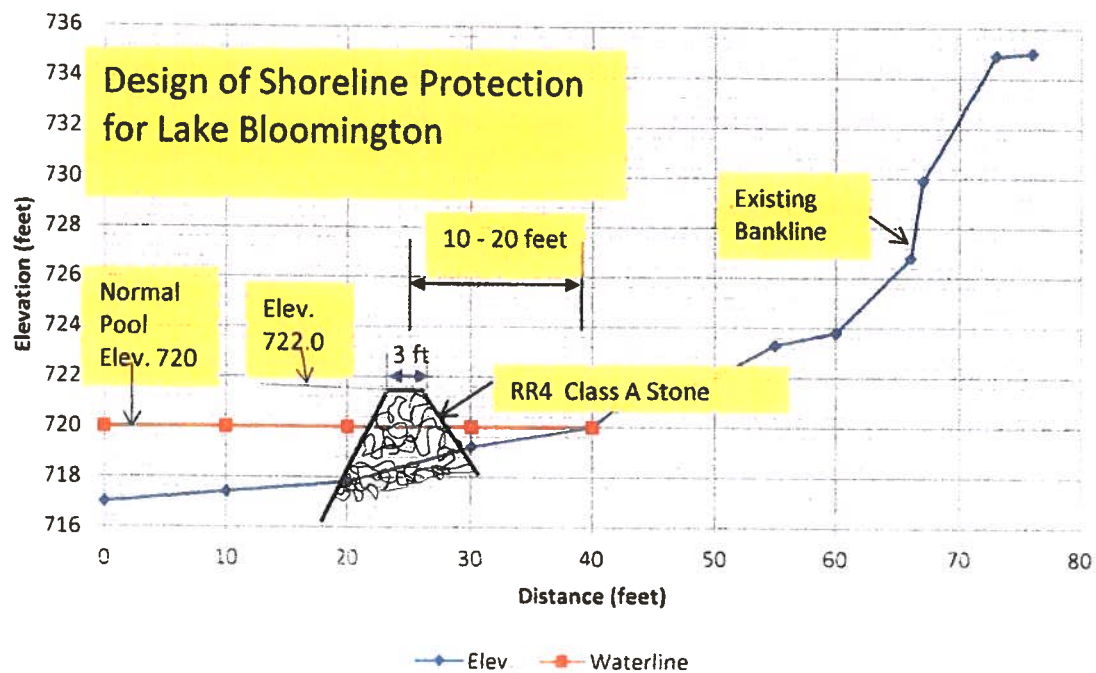
402 N. Kays Drive Normal, IL 61761

Phone: 309-452-3848 ext. 3

Lake Bloomington Shoreline Stabilization Timber Pointe 4/17/2024

Construction Supervision (Site investigation, survey, staking, Construction oversight, etc.)	\$19,900
Total Construction Supervision	\$19,900
Construction	
Installation (private contractor)	\$143,350
Materials (McLean Co SWCD & Highway Dept.)	\$148,650
Mobilization	\$8,000
Overall Project Management by McLean Co. SWCD	\$0.00
Total Construction Cost	\$300,000
Total Project Cost	\$319,900

Typical Shoreline Profile - Lake Bloomington



INTERGOVERNMENTAL AGREEMENT 2021-2024

This agreement is entered into as of this 1st day of October 2021, by and between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as the "City", "Town" and "County") and the McLean County Soil and Water Conservation district (hereinafter referred to as the "District").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Watersheds Management Program, hereafter referred to as the "Program" prepared by the District, and include 1) maintenance and improvement of Lake Bloomington and Evergreen Lake water quality through implementation of the watershed management plans; 2) assistance to the City, Town and County in obtaining grant funding for watershed management projects; and 3) facilitate the review, updates and modifications of the watershed plans.

B. Period of Agreement:

The period of this agreement commences October 1, 2021 and ends October 1, 2024.

C. Payment:

The City, Town and County shall pay the District the following amounts for the administrative services provided in this agreement:

- a. The first year of the agreement (2021-2022) payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County, by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- b. The second (2nd) year of the agreement (2022-2023), payments of \$90,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- c. The third (3rd) year of the agreement (2023-2024), payments of \$90,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

D. Description of Services:

The District shall:

- Promote agricultural and conservation practices in the Lake Bloomington and Evergreen Lake watersheds via newsletters, news releases, social media, field days and demonstration sites.
- Work closely with producers in the Lake Bloomington and Evergreen Lake watersheds to continue nutrient management and conservation practices.
- Promote Best Management Practices (BMP) such as waterways, filter strips, nutrient management, conservation tillage, stream bank stabilization, wetlands and cover crops, through available federal and state cost share programs to producers in the Lake Bloomington and Evergreen Lake watersheds.
- Act as a liaison between conservation groups and funding agencies such as, The Nature Conservancy, Association of Illinois Soil & Water Conservation Districts, Illinois Environmental Protection Agency, Natural Resource Conservation Service, Illinois Department of Natural Resources, Ecology Action Center, Parklands, McLean County

Farm Bureau and Friends of EverBloom.

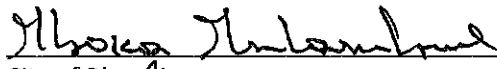
- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County.
- Prepare an update for both the Evergreen Lake and Lake Bloomington Watershed Plans.
- Work with Illinois State University to continue the valuable partnership between students, researchers, faculty to continue to improve water quality.
- Serve as liaison between all parties with lake shoreline and streambank stabilization projects. Work closely with consultant, contractors and Army Corp of Engineers to ensure successful implementation of projects and grants.
- To coordinate, oversee and bid projects, in compliance with all Federal, State, and Local laws, including the payment of prevailing wage where required, that further this agreement, on behalf of the parties and subject to funding approval by the applicable parties.

E. **Indemnification and Hold Harmless:**

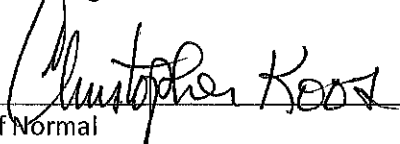
The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. **Additional Agreements:**

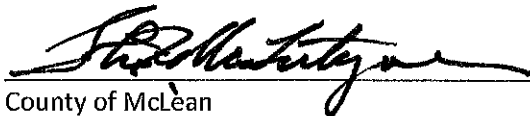
This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.


City of Bloomington

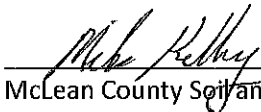
5/27/21
Date


Town of Normal

6/14/21
Date


County of McLean

7/8/21
Date


McLean County Soil and Water Conservation District

7/6/21
Date



CONSENT AGENDA ITEM NO. 8.G.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Agreement with Ferguson Enterprises, LLC, as a Limited Source, for the VPIE Software Solution, in an Amount Not to Exceed \$300,000, as requested by the Water 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: City staff seek approval to enter into an agreement with Ferguson Enterprises, LLC, for the VPIE Software Solution. On February 28, 2005, Council approved Resolution 2005-33, which specifically identified Neptune as the manufacturer of water meters to be used by the City. The City cannot competitively bid water meters of different brands and integrate them into the existing system. Ferguson Waterworks is the only distributor of Neptune products in the region.

In August 2019, staff performed the Meter Services Program Evaluation, which examined the Meter Change-out Program to locate and improve upon efficiencies that save the Water Division time and money. As part of the evaluation, staff studied the meter change-out process and found that implementation and scheduling software would improve customer service and create efficiencies in the meter installation process.

In January 2020, Council approved an agreement with Ferguson Enterprises for the Ferguson Back Office Solution. In late 2023, VPIE acquired the Ferguson Back Office Solution. The software assists with scheduling meter change-outs and tracks meter inventory. Customers receive one or more letters (depending on their response) and can either reach out to VPIE's call center or access an online portal to schedule appointments. Under the agreement, VPIE attempts to schedule a set number of appointments as determined by Water Department. VPIE charges the City for an account after up to three separate mailings and one phone call are made to a customer. Staff anticipates a 70% success rate based on the current success rate. We will also be using the VPIE software to monitor and schedule the replacement of lead water services.

Once an appointment is scheduled, work orders become available to the Meter Services Section's technicians in the field. The Technicians perform the work, and the information is transferred to utility billing software via an import file. The Back Office Solution application will remove the need to manually enter each meter replacement, which will increase efficiencies by reducing staff time and possible data entry errors.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City an Agreement with Ferguson Enterprises, LLC, as a Limited Source, for the VPIE Software Solution, in an Amount Not to Exceed \$300,000. This will be paid out of the Water Meter Services-Other Purchased Services account (50100150-70690). Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 98.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

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

ATTACHMENTS:

[WTR 4B Quote \(Service Line\)](#)

[WTR 4C Quote \(Meter Replacement\)](#)

[WTR 4D Vendor Sole Source Letter](#)

[WTR 4E Sole Source Justification](#)

BLOOMINGTON, IL WOM Service line replacement Services & GIS Integration Quote

TJ Rodebaugh
Ferguson Waterworks – Meter & Automation
M: 815-341-4772
E: TJ.Rodebaugh@Ferguson.com

2024 WOM Quote for Bloomington, IL

Attachment A

Included:

1. VPiE work order management software with utility portal and native mobile app.
2. Accessibility for utility and Ferguson Waterworks to view project progress.
3. Inventory management through software. This includes real-time inventory tracking. (Meter products)
 - Other products can be set up for an additional fee (TBD)
4. Provide an online scheduling tool for residents to schedule their install appointments. A Call Center is included with the Full-Service option.
5. Optimized appointment routing of all technicians. This is based on a time-blocking model.
6. Field data collection app and creation of digital work orders.
7. VEPO Metering will work with Ferguson Integration or the City's utility billing software company to set up the MMCO file template. The city's staff will be able to access the portal and download MMCO files on completed and validated installs as often as needed. Any fees from the Utility's Billing Vendor will be the city's responsibility. (This may not be applicable for Service Line Replacement data)
8. Ferguson Waterworks/VEPO will provide training for meter techs on how to use the field software.
9. Ferguson Waterworks/VEPO will provide the city's staff with initial startup training and ongoing support as needed.
10. Field devices are to be provided by Bloomington (iOS tablets/phones). IOS Tablets can be provided by Ferguson/ VEPO if needed.

Item No.	Description	Unit	Est Qty	Bid Unit Price	Bid Price
1	WOM Service Line Services (Form Creation & Support) Option 1	Monthly	12	\$400.00	
2	WOM Service Line Services (Full-Service) Option 2	Each	TBD	\$32.00	
3	Mails Associated with Item #2	Each	TBD	Included	
4	IOS Tablet Database Connection Fee	Monthly	TBD	\$125.00	
5	VEPO Training (Mobile App & Utility Dashboard)	Once	1	\$1,200.00	
6	Accounts Setup	Once	1	\$1,250.00	\$1,250
7	Data Refresh	As Needed		\$900.00	
8	GIS Integration Option 1 - Create File, Drop file to FTP or other site on schedule	Once	1	\$8,000.00	TBD
9	GIS Integration Option 2 – Use VEPO API-up to 25 calls per day	Once	1	\$1,000.00	TBD

Full-Service Includes:

1. Call Center services include appointment scheduling and post-install support (service calls and/or emergency services). This includes unlimited appointment **rescheduling** (including text, voice, email blast, and live call center) as needed (inclement weather, technician out sick, etc.).
2. Customer Notification by text/ email of Technician image prior to each appointment.
3. VEPO staff will handle Data Processing and Management. This includes daily verification and validation of field data on completed installs and weekly/bi-weekly processing of MMCO files.
4. Mailing services will be provided. (letter, postcard, etc.) Document design is also provided with this service.

BLOOMINGTON, IL WOM Meter Replacement Program FY 24- 25 Quote

TJ Rodebaugh
Ferguson Waterworks – Meter & Automation
M: 815-341-4772
E: TJ.Rodebaugh@Ferguson.com

FY2024-25 WOM Quote for Bloomington, IL

Attachment A

Included:

1. VPiE work order management software with utility portal and native mobile app.
2. Accessibility for utility and Ferguson Waterworks to view project progress.
3. Inventory management through software. This includes real-time inventory tracking. (Meter products)
 - Other products can be set up for an additional fee (TBD)
4. Provide an online scheduling tool for residents to schedule their install appointments. A Call Center is included with the Full-Service option.
5. Optimized appointment routing of all technicians. This is based on a time-blocking model.
6. Field data collection app and creation of digital work orders.
7. VEPO Metering will work with Ferguson Integration or the City's utility billing software company to set up the MMCO file template. The city's staff will be able to access the portal and download MMCO files on completed and validated installs as often as needed. Any fees from the Utility's Billing Vendor will be the city's responsibility. (This may not be applicable for Service Line Replacement data)
8. Ferguson Waterworks/VEPO will provide training for meter techs on how to use the field software.
9. Ferguson Waterworks/VEPO will provide the city's staff with initial startup training and ongoing support as needed.
10. Field devices are to be provided by Bloomington (iOS tablets/phones). IOS Tablets can be provided by Ferguson/ VEPO if needed.

Item No.	Description	Unit	Est Qty	Bid Unit Price	Bid Price
1	WOM -Full Service	Each	5000	\$32.00	\$160,000
2	IOS Tablet Database Connection Fee	Monthly	4	\$125.00	\$7,200
3	Data Refresh	As Needed	4	\$900.00	\$3,600
					\$170,800

Full-Service Includes:

1. Call Center services include appointment scheduling and post-install support (service calls and/or emergency services). This includes unlimited appointment **rescheduling** (including text, voice, email blast, and live call center) as needed (inclement weather, technician out sick, etc.).
2. Customer Notification by text/ email of Technician image before each appointment.
3. VEPO staff will handle Data Processing and Management. This includes daily verification and validation of field data on completed installs and weekly/bi-weekly processing of MMCO files.
4. Mailing services will be provided. (letter, postcard, etc.) Document design is also included in this service.

April 11, 2024

Mr Nick O'Donoghue
City of Bloomington
603 West Division St.
Bloomington, IL 61701

Ref: FERGUSON WATERWORKS – Sole Authorized Distributor – Northern Illinois

Neptune Technology Group Inc is pleased to affirm that FERGUSON WATERWORKS, is the sole authorized distributor in Northern Illinois for Neptune RF meter reading equipment, Neptune water meters, Meter Interface Units, parts and software.

FERGUSON WATERWORKS is authorized by Neptune to sell, warrant and service Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local TJ Rodebaugh at 815-341-4772, your local Neptune representative, Pat Prasifka, at 334-391-6128, or Neptune's bid department at 470-283-4399

Sincerely,



Patrick Prasifka
District Manager
Neptune Technology Group

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & 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 & #: Ferguson Enterprises 1227	Amount: \$300,000	Date: 4/16/24
--	-------------------	---------------

Description of item/services: VPIE Software Solution

Justification: The Water Department operates an annual water meter install program to change out old meters pursuant to Strategic Plan and Comprehensive Plan goals. Through Ferguson we now use VPIE as an inventory management and scheduling solution for the Neptune water meters. The VPIE software solution also will be used for the lead service line replacement project. *THE CITY HAS MADE A SUBSTANTIAL INVESTMENT WITH NEPTUNE METERS AND THIS SOFTWARE WILL SUPPORT THE METERS AND PROVIDE THE CITY WITH THE ABILITY TO MANAGE AND SUPPORT OUR NEPTUNE METERS FOR THE PUBLIC.*

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.


 (Name and Signature of Department Director or Designee)

4-18-24
 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):

EDA

Paula M. M. M.

Name and Signature of Purchasing Agent or Designee

4/18/2024

Date



CONSENT AGENDA ITEM NO. 8.H.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Agreement with Bodine Electric of Decatur for the Fiscal Year (FY) 2025 Traffic Signal Maintenance Project (Bid #2024-45), in the Amount of \$172,375, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: If approved, the City will enter into an agreement with Bodine Electric for the Fiscal Year (FY) 2025 Traffic Signal Maintenance Project (Bid #2024-45). The Project was advertised by the City to solicit competitive bids. Bids were received until 10:00 AM Tuesday, April 23, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. One bid was opened on April 23rd. The City's Local Preference Policy does not apply because there is only one bidder. A full bid tabulation is included.

The Traffic Signal Maintenance Project includes traffic signal mast arm, controller, and other signal equipment repairs or replacement and other work on City electric and traffic signal facilities that are both emergency and non-emergency. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for the FY 2025 Traffic Signal Maintenance & Emergency Traffic Signal Repair Project is \$175,000. This is an annual maintenance agreement, which includes multiple projects assigned at various times throughout the Fiscal Year. Therefore, the start and completion dates for each individual project will vary.

The bid package included a Base Bid (A) and an Additive Alternative (B) for this project. The Additive Alternative (B) increased the Base Bid (A) quantities, which was included in this bid package in case the City received favorable pricing. Staff recommends approving an agreement that includes Base Bid (A) and Additive Alternative (B).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on April 2, 2024.

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Bodine Electric of

Decatur for the Fiscal Year (FY) 2025 Traffic Signal Maintenance Project (Bid #2024-45), in the Amount of \$172,375. \$175,000 is included in the FY 2025 Budget for this project. This will be paid out of the Engineering-Contracted Traffic Signal Maintenance and Repair account (10016210-70662). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 252.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs), Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents), and Objective UEW-1.7 (Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety, and the environment)

Respectfully submitted for consideration.

Prepared by: Ward Snarr, Civil Engineer II

ATTACHMENTS:

[DOES 3B Agreement](#)

[DOES 3C Bid Tab](#)

CITY OF BLOOMINGTON AGREEMENT WITH
Bodine Electric of Decatur

FOR
FY 2025 Traffic Signal Maintenance Project

THIS AGREEMENT, dated this ____ day of _____ May _____, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and _____ Bodine Electric of Decatur _____ (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

This Agreement was subject to the following procurement initiative by the CITY:
Bid #2024-45 FY 2025 Traffic Signal Maintenance Project _____ (hereinafter "REQUEST").
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

☐

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

☒

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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

☒

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

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

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

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

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

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

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

If to VENDOR:

Bodine Electric of Decatur

5350 East Firehouse Road

Decatur, IL 62521-9601

jday@BodineMail.com

Copy to:

If to CITY:

City of Bloomington

Attn: City Manager

115 E. Washington St., Suite 400

Bloomington, IL 61701

admin@cityblm.org

Copy to:

City of Bloomington

Attn: Legal Department

115 E. Washington St., Suite 403

Bloomington, IL 61701

legal@cityblm.org

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR Bodine Electric of Decatur
By: [Signature]
Its VP of Construction

By: Barbara Smith
Its CFO

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This project consists of the following major work items:

Electrician – Various Hrs.

and other necessary items and incidentals.

**EXHIBIT B
COSTS/FEES**

Base Bid (A)				
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL
LABOR	HR	750	\$137.00	\$102,750.00
EMERGENCY RATES*	UNIT	ESTIMATED QTY	RATE	TOTAL
EMERGENCY LABOR	HR	150	\$210.00	\$31,500.00
Sub-Total = \$134,250.00				
Additive Alternative (B)				
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL
LABOR	HR	125	\$137.00	\$17,125.00
EMERGENCY RATES*	UNIT	ESTIMATED QTY	RATE	TOTAL
EMERGENCY LABOR	HR	100	\$210.00	\$21,000.00
Sub-Total = \$38,125.00				
Total = \$172,375.00				

- ONLY USED IF AGREED BY CITY PRIOR TO WORK

CITY OF BLOOMINGTON
FY2025 TRAFFIC SIGNAL MAINTENANCE
 PROJECT NO. CITY # 50-17-53005-25-00
 CITY BID NO. 2024-45
BID TABULATION

Bid Opening Date: 4/23/2024
 Bid Opening Time: 10:10 AM
 PREPARED BY: Ward Snarr

Attended By: Misty Shafer

FY2025 Budget					LOW BID	
Base Bid (A)	\$175,000.00		ENGINEERS ESTIMATE		Bodine Electric of Decatur	
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL
LABOR	HR	750	\$140.00	\$105,000.00	\$137.00	\$102,750.00
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)		ESTIMATED QTY				
EMERGENCY LABOR	HR	150	\$200.00	\$30,000.00	\$210.00	\$31,500.00
TOTAL BID (A) =				\$135,000.00		\$134,250.00

Additive Alternative (B)					Bodine Electric of Decatur	
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL
LABOR	HR	125	\$140.00	\$17,500.00	\$137.00	\$17,125.00
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)		ESTIMATED QTY			RATE	TOTAL
EMERGENCY LABOR	HR	100	\$200.00	\$20,000.00	\$210.00	\$21,000.00
TOTAL BID (B) =				\$37,500.00		\$38,125.00

TOTAL Base Bid (A) + Additive Alt. (B) = \$172,500.00 \$172,375.00



CONSENT AGENDA ITEM NO. 8.I.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Agreement with George Gildner, Inc., for the Fiscal Year (FY) 2025 Utility Maintenance Project (Bid #2024-44), in the Amount of \$2,685,200, as requested by the Department of Operations & Engineering Services and the Water Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: If approved, the City will enter into an agreement with George Gildner for the FY 2025 Utility Maintenance Project (Bid #2024-44). The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 AM on Tuesday, April 23, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. George Gildner was the lowest responsible bidder among two bids opened on April 23rd. George Gildner is a local firm and, therefore, the Local Preference Policy does not impact the recommendation. A full bid tabulation is included.

The Utility Maintenance Program includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are emergency and non-emergency work. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for the FY 2025 Utility Maintenance Project is \$3,033,465.63. This is an annual maintenance agreement, which includes multiple projects assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each individual project will vary.

The bid package included a Base Bid (A) and an Additive Alternative (B) for this project. The Additive Alternative (B) increased the Base Bid (A) quantities, which was included in this bid package in case the City received favorable pricing. Staff recommends approving an agreement that includes Base Bid (A) and Additive Alternative (B) because of the favorable pricing and both are within the project budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on April 2, 2024.

FINANCIAL IMPACT: If approved, the City will enter into an Agreement with George Gildner, Inc., for the Fiscal Year (FY) 2025 Utility Maintenance Project (Bid #2024-44), in the Amount of \$2,685,200. This is an FY 2025 Budgeted Item and will be paid out of the following funds:

1. Storm Water-Repair Maint. Infrastructure (53103100-70550) for \$461,124.26 Page-108
2. Storm Water-Grading & Seeding (53103100-70580) for \$56,359.63 Page-108
3. Sanitary Sewer-Repair Maint. Infrastructure (51101100-70550) for \$869,258.70 Page-103
4. Sanitary Sewer-Grading & Seeding (51101100-70580) for \$103,447.98 Page-103
5. Water-Lake Maintenance-Repair Maint. Infrastructure (50100140-70550) for \$44,259.61 Page-96
6. Water-Mechanical Maintenance-Repair Maint. Infrastructure (50100160-70550) for \$221,298.04 Page-99
7. Water-Transmission/Distribution-Repair Maint. Infrastructure (50100120-70550) for \$885,192.16 Page-92
8. Water Meter-Repair Maint. Infrastructure (50100150-70690) for \$44,259.62 Page-98

Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement." The page number reference for each account is listed after each of the items numbered 1-8 above.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs), Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents), and Objective UEW-1.7 (Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety, and the environment)

Respectfully submitted for consideration.

Prepared by: Ward Snarr, Civil Engineer II

ATTACHMENTS:

[DOES 2B Agreement](#)
[DOES 2C Bid Tab](#)

CITY OF BLOOMINGTON AGREEMENT WITH
George Gildner, Inc.

FOR
FY 2025 Utility Maintenance Project

THIS AGREEMENT, dated this ____ day of _____, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and _____ George Gildner, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

This Agreement was subject to the following procurement initiative by the CITY:

Bid #2024-44 FY2025 Utility Maintenance Project _____ (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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



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

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

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

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

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

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

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

If to VENDOR:

George Gildner, Inc.
Attn: Steve Gildner
2031 Ireland Grove Road
Bloomington, IL 61704
gildnerinc@aol.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR George F. Schneider Jr.

By: G. Douglas G. G. G.
Its President

By: Susan B. G. G. G.
Its Sec / Treas.

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This project consists of the following major work items:

Cement Mason – Various Hrs.

Truck Driver – Various Hrs.

Laborer – Various Hrs

Plumber – Various Hrs

Operating Engineer – Various Hrs.

And other necessary items and incidentals.

EXHIBIT B
COSTS/FEES

Base Bid (A)

LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL
LABORER/CEMENT MASON	HR	11000	\$93.00	\$1,023,000.00
OPERATING ENGINEER	HR	6000	\$92.00	\$552,000.00
PLUMBER	HR	6000	\$92.00	\$552,000.00
TRUCK DRIVER	HR	4000	\$38.00	\$152,000.00
EMERGENCY RATES*	UNIT	ESTIMATED QTY	RATE	TOTAL
EMERGENCY LABORER	HR	1000	\$93.00	\$93,000.00
EMER. OPERATING ENG.	HR	600	\$92.00	\$55,200.00
EMERGENCY PLUMBER	HR	400	\$92.00	\$36,800.00
EMERGENCY TRUCK DRIVER	HR	300	\$38.00	\$11,400.00

Sub-Total = \$2,475,400.00

Additive Alternative (B)

LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL
LABORER/CEMENT MASON	HR	1200	\$93.00	\$111,600.00
OPERATING ENGINEER	HR	450	\$92.00	\$41,400.00
PLUMBER	HR	100	\$92.00	\$9,200.00
TRUCK DRIVER	HR	300	\$38.00	\$11,400.00
EMERGENCY RATES*	UNIT	ESTIMATED QTY	RATE	TOTAL
EMERGENCY LABORER	HR	200	\$93.00	\$18,600.00
EMER. OPERATING ENG.	HR	100	\$92.00	\$9,200.00
EMERGENCY PLUMBER	HR	50	\$92.00	\$4,600.00
EMERGENCY TRUCK DRIVER	HR	100	\$38.00	\$3,800.00

Sub-Total = \$209,800.00

Total = \$2,685,200.00

• ONLY USED IF AGREED BY CITY PRIOR TO WORK

CITY OF BLOOMINGTON
FY2025 UTILITY MAINTENANCE
 PROJECT NO. CITY # 50-18-53005-25-00
 CITY BID NO. 2024-44
BID TABULATION

Bid Opening Date: 4/23/2024 Attended By: Misty Shafer
 Bid Opening Time: 10:00 AM
 PREPARED BY: Ward Snarr

		2025 Budget					LOW BID				
Base Bid (A)		\$3,033,465.63			ENGINEERS ESTIMATE		George Gildner, Inc.		Stark Excavating, Inc.		
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL			
LABORER/CEMENT MASON	HR	11000	\$105.00	\$1,155,000.00	\$93.00	\$1,023,000.00	\$90.04	\$990,440.00			
OPERATING ENGINEER	HR	6000	\$105.00	\$630,000.00	\$92.00	\$552,000.00	\$115.43	\$692,580.00			
PLUMBER	HR	6000	\$90.00	\$540,000.00	\$92.00	\$552,000.00	\$100.88	\$605,280.00			
TRUCK DRIVER	HR	4000	\$60.00	\$240,000.00	\$38.00	\$152,000.00	\$90.05	\$360,200.00			
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)		UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL		TOTAL		
EMERGENCY LABORER	HR	1000	\$105.00	\$105,000.00	\$93.00	\$93,000.00	\$120.70	\$120,700.00			
EMERGENCY OPERATING ENGINEER	HR	600	\$105.00	\$63,000.00	\$92.00	\$55,200.00	\$148.75	\$89,250.00			
EMERGENCY PLUMBER	HR	400	\$90.00	\$36,000.00	\$92.00	\$36,800.00	\$135.20	\$54,080.00			
EMERGENCY TRUCK DRIVER	HR	300	\$60.00	\$18,000.00	\$38.00	\$11,400.00	\$120.50	\$36,150.00			
TOTAL BID (A) =				\$2,787,000.00		\$2,475,400.00		\$2,948,680.00			

Additive Alternative (B)							George Gildner, Inc.		Stark Excavating, Inc.		
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL			
LABORER/CEMENT MASON	HR	1200	\$105.00	\$126,000.00	\$93.00	\$111,600.00	\$90.04	\$108,048.00			
OPERATING ENGINEER	HR	450	\$105.00	\$47,250.00	\$92.00	\$41,400.00	\$115.43	\$51,943.50			
PLUMBER	HR	100	\$90.00	\$9,000.00	\$92.00	\$9,200.00	\$100.88	\$10,088.00			
TRUCK DRIVER	HR	300	\$60.00	\$18,000.00	\$38.00	\$11,400.00	\$90.05	\$27,015.00			
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)		UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL		TOTAL		
EMERGENCY LABORER	HR	200	\$105.00	\$21,000.00	\$93.00	\$18,600.00	\$120.70	\$24,140.00			
EMERGENCY OPERATING ENGINEER	HR	100	\$105.00	\$10,500.00	\$92.00	\$9,200.00	\$148.75	\$14,875.00			
EMERGENCY PLUMBER	HR	50	\$90.00	\$4,500.00	\$92.00	\$4,600.00	\$135.20	\$6,760.00			
EMERGENCY TRUCK DRIVER	HR	100	\$60.00	\$6,000.00	\$38.00	\$3,800.00	\$120.50	\$12,050.00			
TOTAL BID (B) =				\$242,250.00		\$209,800.00		\$254,919.50			

TOTAL Base Bid (A) + Additive Alt. (B) = **\$3,029,250.00** **\$2,685,200.00** **\$3,203,599.50** **\$0.00**



CONSENT AGENDA ITEM NO. 8.J.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Agreement with George Gildner, Inc., for the Fiscal Year (FY) 2025 Street, Alley, and Sidewalk Maintenance Project (Bid #2024-46), in the Amount of \$863,570, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: If approved, the City will enter into an agreement with George Gildner for the FY 2025 Street, Alley, and Sidewalk Maintenance Project (Bid #2024-46). The Project was advertised by the City to solicit competitive bids. Bids were received until 10:00 AM Tuesday, April 23, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. George Gildner was the lowest responsible bidder among two bids opened on April 23rd. George Gildner is a local firm and, therefore, the Local Preference Policy does not impact the recommendation. A full bid tabulation is included.

The Street, Alley, and Sidewalk Maintenance Project includes maintenance and repair of streets, alleys, sidewalks, curbs and gutters, and other related items on City-owned properties. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for the FY 2025 Street, Alley, and Sidewalk Maintenance Project is \$945,000. This is an annual maintenance agreement, which includes multiple projects assigned at various times throughout the Fiscal Year. Therefore, the start and completion dates for each individual project will vary.

The bid package included a Base Bid (A) and an Additive Alternative (B) for this project. The Additive Alternative (B) increased the Base Bid (A) quantities, which was included in this bid package in case the City received favorable pricing. Staff recommends approving an agreement that includes Base Bid (A) and Additive Alternative (B).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on April 2, 2024.

FINANCIAL IMPACT: If approved, the City will enter into an agreement with George Gildner,

Inc., for the Fiscal Year (FY) 2025 Street, Alley, and Sidewalk Maintenance Project (Bid #2024-46), in the Amount of \$863,570. This will be paid out of the Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement account (40120200-72530) in the amount of \$749,341.16 and also paid out of the Engineering Administration, Repair/Maintenance of Infrastructure account (10016210-70550) in the amount of \$114,228.84. Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 67, 69, 157, 232, and 239 and in the FY 2025 Proposed Budget Book titled "Budget Overview & General Fund" on page 252.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs), Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents), and Objective UEW-1.7 (Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety, and the environment)

Respectfully submitted for consideration.

Prepared by: Ward Snarr, Civil Engineer II

ATTACHMENTS:

[DOES 1B Agreement](#)

[DOES 1C Bid Tab](#)

CITY OF BLOOMINGTON AGREEMENT WITH
George Gildner, Inc.

FOR
FY 2025 Street Alley & SW Maintenance Project

THIS AGREEMENT, dated this ____ day of _____ May _____, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and _____ George Gildner, Inc. _____ (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

This Agreement was subject to the following procurement initiative by the CITY:

Bid #2024-46 FY2025 Street Alley & SW Maintenance Project _____ (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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

☒

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

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

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

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

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

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

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

If to VENDOR:

George Gildner, Inc.
Attn: Steve Gildner
2031 Ireland Grove Road
Bloomington, IL 61704
gildnerinc@aol.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR George Gebner Inc.

By: Stephen B. Gildner
Its President

By: Stephen B. Gildner
Its Sec/Treas.

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This project consists of the following major work items:

- A. Operating Engineer – Various Hrs.
- B. Truck Driver – Various Hrs.
- C. Laborer – Various Hrs.
- D. Cement Mason – Various Hrs.

and other necessary items and incidentals.

EXHIBIT B
COSTS/FEES

Base Bid (A)

LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL
CEMENT MASON	HR	1500	\$93.00	\$139,500.00
LABORER	HR	3350	\$93.00	\$311,550.00
OPERATING ENGINEER	HR	3350	\$92.00	\$308,200.00
TRUCK DRIVER	HR	500	\$38.00	\$19,000.00

Sub-Total = \$778,250.00

Additive Alternative (B)

LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL
CEMENT MASON	HR	240	\$93.00	\$22,320.00
LABORER	HR	480	\$93.00	\$44,640.00
OPERATING ENGINEER	HR	150	\$92.00	\$13,800.00
TRUCK DRIVER	HR	120	\$38.00	\$4,560.00

Sub-Total = \$85,320.00

Total = \$863,570.00

CITY OF BLOOMINGTON
FY2025 STREET, ALLEY & SIDEWALK

PROJECT NO. CITY # 50-16-53004-25-00

CITY BID NO. 2024-46

BID TABULATION

Bid Opening Date: 4/23/2024

Attended By: Misty Shafer

Bid Opening Time: 10:15 AM

PREPARED BY: Ward Snarr

2025 Budget

LOW BID

Base Bid (A)	\$945,000.00		ENGINEERS ESTIMATE		George Gildner, Inc.		STARK EXCAVATING	
LABOR / ITEM	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	1500	\$100.00	\$150,000.00	\$93.00	\$139,500.00	\$88.42	\$132,630.00
LABORER	HR	3350	\$100.00	\$335,000.00	\$93.00	\$311,550.00	\$90.03	\$301,600.50
OPERATING ENGINEER	HR	3350	\$100.00	\$335,000.00	\$92.00	\$308,200.00	\$121.41	\$406,723.50
TRUCK DRIVER	HR	500	\$60.00	\$30,000.00	\$38.00	\$19,000.00	\$90.05	\$45,025.00
TOTAL				\$850,000.00	\$778,250.00		\$885,979.00	

Additive Alternative (B)			ENGINEERS ESTIMATE		George Gildner, Inc.		STARK EXCAVATING	
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	240	\$100.00	\$24,000.00	\$93.00	\$22,320.00	\$88.42	\$21,220.80
LABORER	HR	480	\$100.00	\$48,000.00	\$93.00	\$44,640.00	\$90.03	\$43,214.40
OPERATING ENGINEER	HR	150	\$100.00	\$15,000.00	\$92.00	\$13,800.00	\$121.41	\$18,211.50
TRUCK DRIVER	HR	120	\$60.00	\$7,200.00	\$38.00	\$4,560.00	\$90.05	\$10,806.00
TOTAL BID (B) =				\$94,200.00	\$85,320.00		\$93,452.70	

TOTAL Base Bid (A) + Additive Alt. (B) = \$944,200.00

\$863,570.00

\$979,431.70



CONSENT AGENDA ITEM NO. 8.K.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Amendment to the Contract with Tyler Technologies to Add Resident Access and Tyler Payments to Various MUNIS Modules of the City's Enterprise Resource Planning (ERP) System, as requested by the Finance Department and the Information Technology Department.

RECOMMENDED MOTION: The proposed Contract Amendment 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 City of Bloomington began using the Tyler/MUNIS platform in 2011. This platform provides critical software and solutions for all departments in the City. The MUNIS ERP system helps to streamline and automate many service-related processes throughout the City. The City approved a new master Software as a Service (SaaS) agreement with Tyler on October 24, 2022.

The City is strategically working to fully utilize the Tyler platform especially related to resident and business virtual interactions. Resident Access / Tyler Payments will enable online control of account activity and access to information. Online interactions will correspondingly include the ability to make electronic payments via credit card etc. The City currently accepts electronic payments for most types of activity other than Local Business Tax processing. This amendment will allow the City to provide online access and payments for the following modules/activities:

- Business License: Local Business Tax, Liquor/Amusement, etc., licenses, Lake Lots/Docks, etc.
- Permits: Various permit applications and individual Vehicle Use Tax
- General Billing: Various billings such as weed mowing violations
- Utility Billing: Water, Sewer, Storm and Garbage billings

The City is currently covering most electronic payment costs; primarily credit card fees. The Resident Access relationship with Tyler will include per-transaction costs as well as credit card fee costs. The launch of online processing for the Business License module will include the passing through of these fees as allowed by City code. A free electronic option will be available to payors, however. Maximum fees related to this activity covered by the City are

estimated to be approximately \$15K annually. Staff efficiencies however will be gained with the removal of manually entering Local Business Tax returns. Costs related to the Permits and Generally Billing modules are expected to be immaterial compared to staff efficiencies. The City currently supports over \$585K annually for Utility Billing electronic payments. When this module converts from the current payment platform to Tyler, those costs will convert as well. Total costs are projected however to decrease by over \$150K annually.

Staff is recommending the amendment be approved to allow for greater ease of communication between the City's residents and Businesses.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT:

If approved, expenditures will be processed as follows:

- Business License: There are no per item costs from Tyler for this module. Online payment fees will be paid from the Finance Bank Fees account (10011510-70093). Stakeholders can locate this account in the Fiscal Year (FY) 2025 Proposed Budget Book titled "Budget Overview & General Fund" on page 139.
- Permits and General Billing: Per item costs will be paid from the Finance Other Purchased Services account (10011510-70690). A Credit Card Fees account will be created for Finance (10011510-70095). Since the volume is currently unknown, this account will have budgeted funds moved from the Billing Credit Card Fees account (10011530-70095) or the Billing Other Purchased Services account (1001530-70690), as needed. Stakeholders can locate these accounts in the FY 2025 Proposed Budget Book titled "Budget Overview & General Fund" on page 141.
- Utility Billing: Per item costs will be paid from the Billing Other Purchased Services account (10011510-70690). Transaction costs are estimated to decrease by over \$150K annually by converting from the existing payment platform. These savings will offset the added costs in the modules above. Credit card fees will be paid from the Billing Credit Card Fees account (10011530-70095). Stakeholders can locate these accounts in the FY 2025 Proposed Budget Book titled "Budget Overview & General Fund" on page 141.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:

[FIN 2B Contract Amendment](#)



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Bloomington, Illinois, with offices at 115 E. Washington Street, Bloomington, Illinois 61701 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated October 26, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Sales Quotation 2023-438553-POV7R5 is hereby replaced on the Amendment Effective Date by the Investment Summary attached hereto as Exhibit 1.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Bloomington, Illinois

By: Tina Mize
Tina Mize (Apr 2, 2024 16:41 CDT)

By: _____

Name: Tina Mize

Name: _____

Title: Group General Counsel

Title: _____

Date: April 2, 2024

Date: _____



Exhibit 1

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Joe Parent
Quote Expiration: 09/08/24
Quote Name: City of Bloomington - Payments -
Fee Change Passing BL
Quote Description: Passing Fee BL

Sales Quotation For:

Shipping Address:

City of Bloomington
115 E. Washington St.
Bloomington IL 61701-5219

Payments

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus										
Enterprise ERP										
Enterprise ERP Payments	Utility Billing				0.45%	\$ 0.45		X	X	X
Enterprise ERP Payments	General Billing				0.45%	\$ 0.45		X	X	X
Enterprise ERP Payments	Permits				0.45%	\$ 0.45		X	X	
Payments - Payer Card Cost - Service Fees										
Enterprise ERP										
Enterprise ERP Payments	Licenses		3.95%	\$ 2.50				X	X	X
Payments - Other Fees										
Enterprise ERP										
Client eCheck Cost		\$ 1.95								
Payer eCheck Cost	Licenses	\$ 1.95								

2024-459727-V3R1T8

CONFIDENTIAL

Page 1

eCheck Rejects	\$ 5.00
Credit Card Chargebacks	\$ 15.00
Payer Card Cost	Per card transaction with Visa, MasterCard, Discover, and American Express.
Client Card Cost - Interchange Plus	Per card transaction with Visa, MasterCard, Discover, and American Express for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.
Enterprise ERP Payments	IVR Cost - Additional \$0.50 per transaction on top of Card and eCheck fee.
Payer eCheck Cost	Per electronic check transaction.
eCheck Rejects	When an eCheck transaction comes back as declined (e.g bounced check)
Credit Card Chargebacks	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
Client eCheck Cost	Per electronic check transaction.

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 0.00	\$ 0.00
Contract Total	\$ 0.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later .

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual

service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.



CONSENT AGENDA ITEM NO. 8.L.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: Ward 3

SUBJECT: Consideration and Action to Approve 1) an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT); and 2) a State Motor Fuel Tax (MFT) Funding Resolution for Illinois Route 9 (Empire Street) and Towanda Barnes Road (County Highway 29) Traffic Signal Improvements, in the Amount of \$59,298, as requested by the Department of Operations & Engineering Services.

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

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2a. Better quality roads and sidewalks

BACKGROUND: If approved, the City will enter into an Intergovernmental Agreement with IDOT and submit a State MFT Funding Resolution to pay for a portion of the project, consisting of traffic signal modernization at the intersection of Illinois Route 9 (Empire Street) and Towanda Barnes Road (County Highway 29). The project, led by IDOT, is scheduled to be bid this summer and has an estimated total cost of \$426,000. It includes replacing all traffic signal equipment, including mast arms, signal controller cabinet, underground conduits, and wiring, with equipment that meets current standards.

Although this intersection is on a State route, the Illinois Administrative Code stipulates that the costs for traffic signal upgrades are shared between the State and the local agency the intersection is located within. In addition, per IDOT policy, the municipality is responsible for funding 100% of the costs of lighting and emergency vehicle pre-emption.

IDOT estimated the City's share of the project cost to be \$41,250 for the construction portion, and \$6,188 for preliminary, design, and construction engineering, totaling \$47,438. While the agreement is based on estimated costs, the actual amount due to IDOT from the City will be based on the actual, final construction costs. The proposed MFT Resolution covers 125 percent of the estimated costs, which is \$59,298. IDOT estimates that this amount will be enough to cover bids that may be slightly over their construction estimate and to account for variations between the estimated contract quantity and the final, as-constructed quantity of the work.

IDOT will open bids on June 14, 2024, with the contract expected to be awarded one to two months later. Once the contract is awarded, the City will pay 80 percent of the amount obligated under the proposed agreement to IDOT. The project is anticipated to be completed

before the end of 2024. Upon completion of the work, the City will pay IDOT the remaining balance due based on the final actual cost of construction.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into a 1) Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) and 2) a State Motor Fuel Tax Funding (MFT) Resolution, in the Amount of \$59,298 for IL Route 9 (Empire Street) Improvements. This will be paid out of the State Motor Fuel Tax-Street Construction & Improvement account (20300300-72530). Although not budgeted in FY 2025, DOES suggests using a portion of State MFT funds currently budgeted for other projects this fiscal year. Staff will monitor and adjust/request a budget amendment later in the fiscal year if needed once more cost information for other State MFT funded projects are known.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Phil Allyn, Traffic Engineer

ATTACHMENTS:

[DOES 1B Agreement](#)

[DOES 1C MFT Resolution](#)

[DOES 1D Location Map](#)



Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 5
13473 IL Highway 133 / P.O. Box 610 / Paris, Illinois 61944

March 19, 2024

PROGRAM DEVELOPMENT

FAP 693 (ILL 9)

Section (23)N

McLean County

Contract No. 70G90

Job No. C-95-016-24

Agreement No. JN-52024505

Kevin Kothe

City of Bloomington Director of Public Works

P.O. Box 3157

109 E. Olive Street

Bloomington, IL 61702

Dear Mr. Kothe:

Enclosed is a copy of the subject Agreement covering the proposed traffic signal modernization at the intersection of FAP 693 (ILL 9) and FAU 6431 (Towanda-Barnes Road). This project is scheduled for the June 2024 Letting and prompt attention and timely responses are critical to meet project deadlines.

Please review this Agreement and, if satisfactory, ensure the execution of the Agreement by the CITY. Return the necessary documents to this office for final execution by the State of Illinois.

The enclosed Final Plans and Special Provisions are for your inspection. If the Plans and Special Provisions meet with your approval, please sign the attached plan approval document and return it to this office for our files.

Should you have any questions, please contact Brian J. Hogan, Project Support Engineer, at (217) 466-7302 or Brian.Hogan@illinois.gov.

Sincerely,

Kensil A. Garnett, P.E.

Region Three Engineer

BJH/akw

Encl

FAP 693 (ILL 9)
Section (23)N
City of Bloomington
McLean County
Job No. C-95-016-24
Agreement No. JN-52024505
Contract No. 70G90

AGREEMENT

This agreement entered into this _____ day of _____, A.D., 20____, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY of BLOOMINGTON, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving the intersection of ILL 9 (FAP 693) and Towanda-Barnes Road (FAU 6431), State Section (23)N by modernizing the traffic signals, lighting removal/replacement, removing/re-installing vehicle preemption equipment, and performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

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

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

1. The STATE agrees to make the surveys, obtain all necessary rights-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all right-of-way, construction and engineering costs, including the cost of railroad adjustments as hereinafter stipulated. The STATE will negotiate and/or coordinate with the railroad for adjustment of the railroad facilities.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

Reimbursable Items	FEDERAL		ESTIMATED CITY COST		STATE MATCH		TOTAL COST
Towanda-Barnes Road Signal Modernization	\$364,500	90%	\$20,250	5%	\$20,250	5%	\$405,000
Lighting Removal / Replacement and Removal/Reinstallation of Emergency Vehicle Preemption Equipment	\$0	0%	\$21,000	100%	\$0	0%	\$21,000
Sub Total	\$364,500		\$41,250		\$20,250		\$426,000
Engineering Cost (15% of total participation items)	N/A		\$6,188		N/A		\$6,188
Total Estimated Cost	\$364,500		\$47,438		\$20,250		\$432,188

*Excluding other items listed

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. CITY participation toward the work shall not exceed \$59,298 which represents 125% of their estimated construction and engineering cost.

- The CITY has passed a resolution appropriating sufficient funds to pay for its share of the cost of this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof.
- The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

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

- The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
- The CITY agrees to cause its utilities installed on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
- Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on August 19th, 2021.

9. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
10. UNDER PENALTIES OF PERJURY, the CITY certifies that _____ is their correct **Federal Taxpayer Identification Number** and they are doing business as a (sole proprietor, partnership, corporation, governmental entity, etc).
11. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
12. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

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

FAP 693 (ILL 9)
Section (23)N
City of Bloomington
McLean County
Job No. C-95-016-24
Agreement No. JN-52024505
Contract No. 70G90

CITY OF BLOOMINGTON

Signature: _____

Printed: _____

Title: _____

Date: _____

Attest:

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____

Kensil A. Garnett, P.E.
Region Three Engineer

Date: _____

FAP 693 (ILL 9)
Section (23)N
City of Bloomington
McLean County
Job No. C-95-016-24
Agreement No. JN-52024505
Contract No. 70G90

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP 693 (ILL 9), State Section (23)N, the City of Bloomington hereby approves the plans and specifications for the proposed construction.

APPROVED _____, 20____

By: _____
Signature

Printed Name

Title

For the City of Bloomington

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

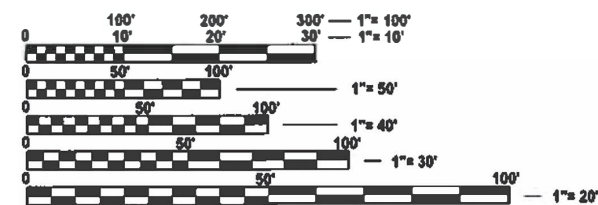
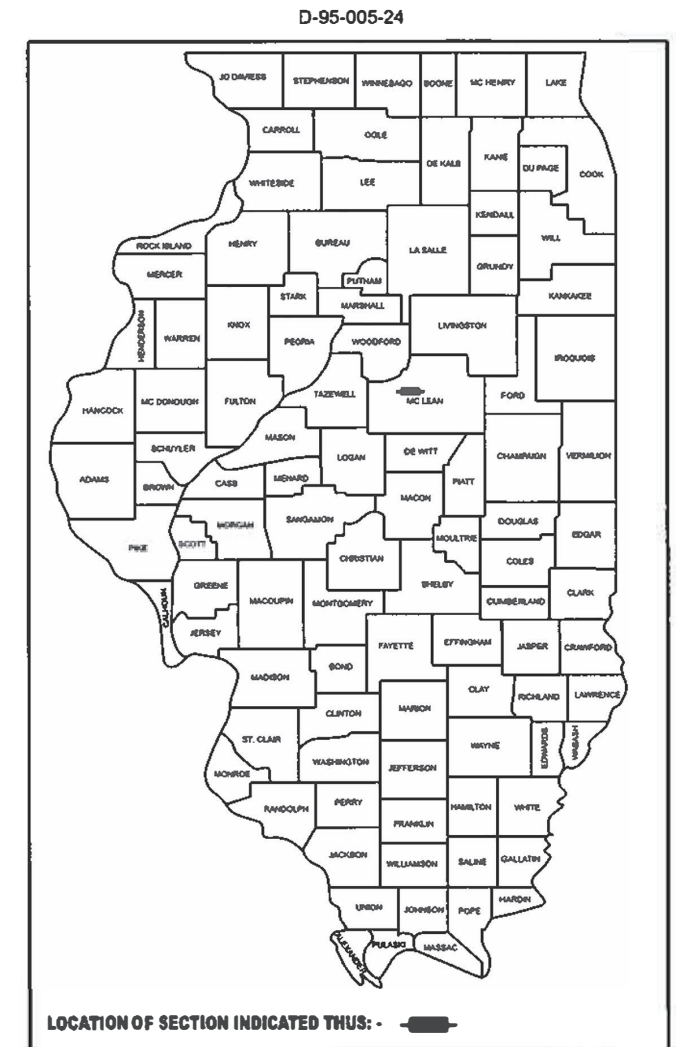
F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
693	(23)N	MCLEAN	10	1
		ILLINOIS	CONTRACT NO. 70G90	

FOR INDEX OF SHEETS, SEE SHEET NO. 2

PROPOSED HIGHWAY PLANS

FAP ROUTE: 693 (IL. 9)
SECTION: (23)N
PROJECT: GZPY(629)
TRAFFIC SIGNAL MODERNIZATION
MCLEAN COUNTY

C95-016-24

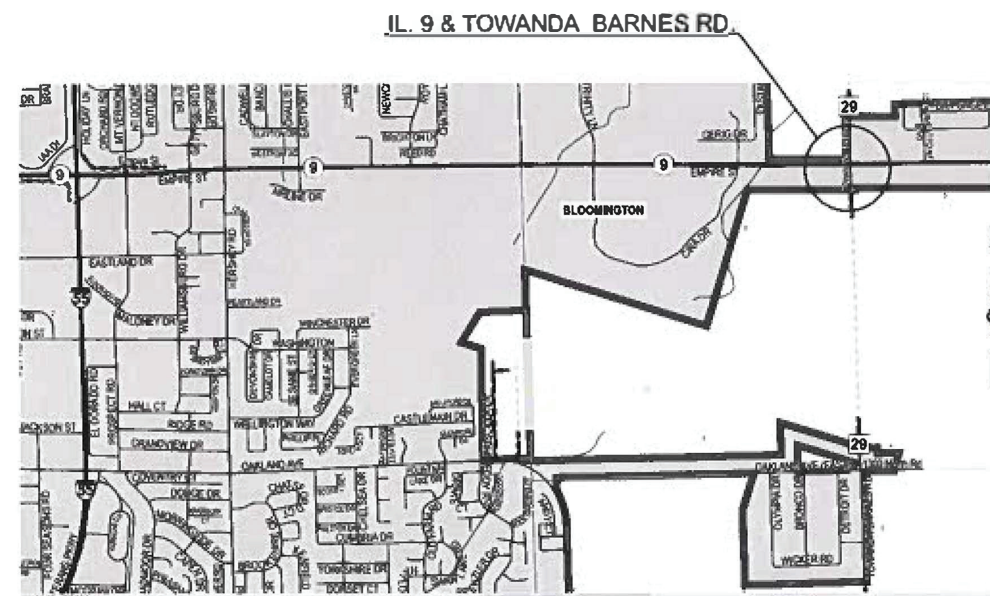


FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-892-0123
OR 811

PROJECT ENGINEER - JEFFERY L. ALLEN
PROJECT MANAGER - ROGER D. BIGGS

CONTRACT NO. 70G90



CITY OF BLOOMINGTON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SUBMITTED 3/18 2024
Kensila Barnettson
REGIONAL ENGINEER

20 _____
ENGINEER OF DESIGN AND ENVIRONMENT

20 _____
DIRECTOR OF PROGRAM DEVELOPMENT

PRINTED BY THE AUTHORITY
OF THE STATE OF ILLINOIS



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

24-00368-00-TL

BE IT RESOLVED, by the **Council** of the **City**

Governing Body Type

Local Public Agency Type

of **Bloomington**

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by **Contract**

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
IL Rte 9 (Empire St.)		FAP 693	Towanda Barnes Road (CH 29) FAU 6431	(intersection)

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Traffic Signal Modernization.

Local Share of IDOT Contract 70G90, Section (23)N, Project GZPY(629), Job No. C-95-016-24

2. That there is hereby appropriated the sum of **fifty-nine thousand, two hundred and ninety-eight and 00/100**

Dollars (**\$59,298.00**) for the improvement of

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

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

I, **Leslie Smith-Yocum**

City

Clerk in and for said **City**

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of **Bloomington**

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

of **Bloomington**

at a meeting held on **May 13, 2024**

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this **May, 2024**

Day

Month, Year



(SEAL, if required by the LPA)

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

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

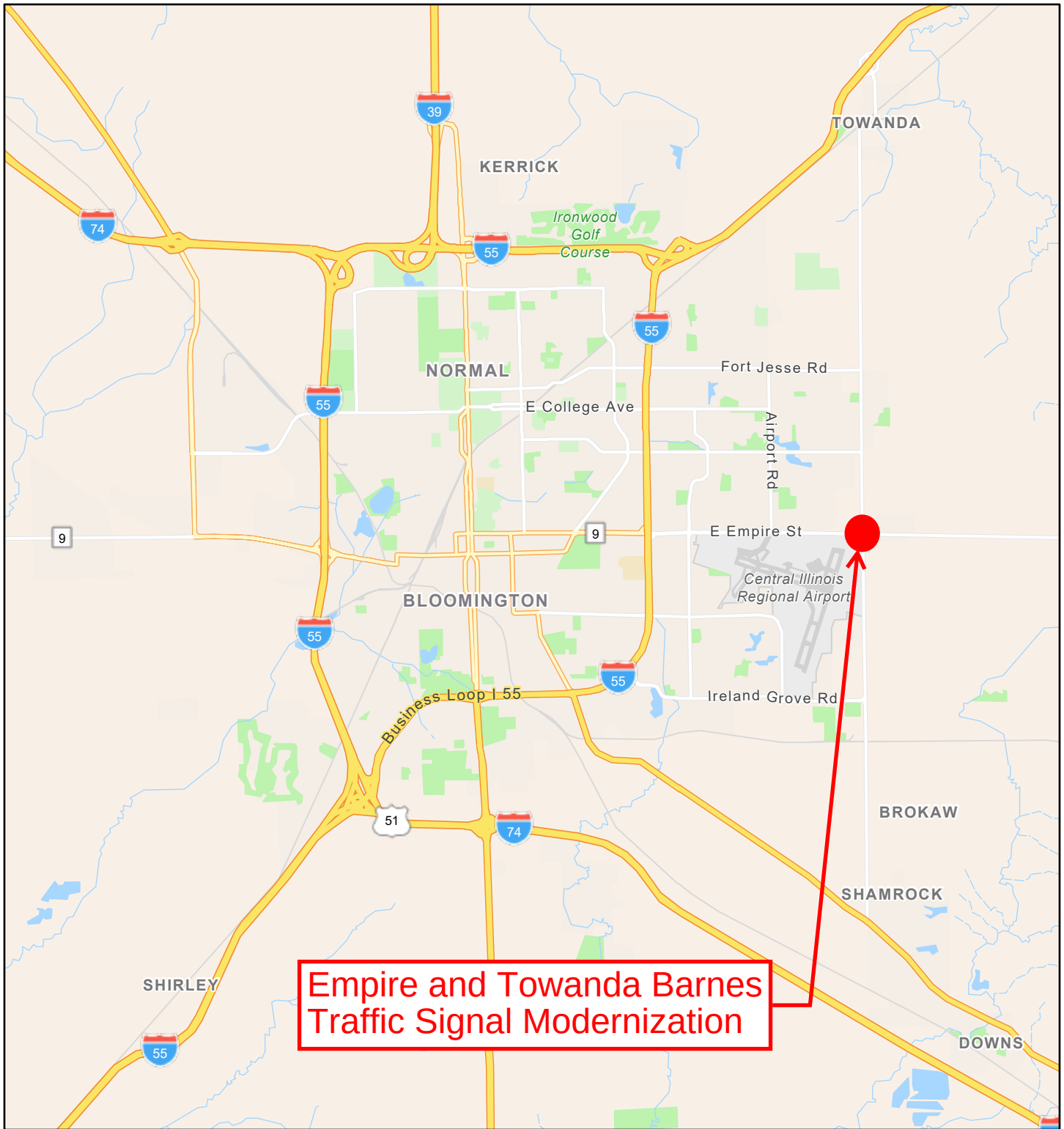
Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District

IL Route 9 at Towanda Barnes Road (CH 29) Project Map





CONSENT AGENDA ITEM NO. 8.M.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: Ward 1, Ward 2, and Ward 8

SUBJECT: Consideration and Action to Approve (1) a Supplemental Resolution for Improvement Under the Illinois Highway Code for the Proposed Hamilton Road At-Grade Crossing Near Commerce Parkway; and (2) a Supplemental Agreement for Preliminary Engineering Services with Norfolk Southern Railway Company (NSR), for the Proposed Hamilton Road At-Grade Crossing Near Commerce Parkway, in the Amount of \$30,000, as requested by the Department of Operations & Engineering Services.

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

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the City will use State Motor Fuel Tax funds and enter into a Supplement Agreement for Preliminary Engineering Services with NSR, for ongoing plan reviews, Illinois Commerce Commission petition review, an updated construction agreement, and coordination between City departments for the proposed Hamilton Road at-grade crossing near Commerce Parkway.

The proposed at-grade crossing is part of the extension of Hamilton Road, from Bunn Street to Morrissey Drive, which has been a priority for the City for many years and is the remaining street segment needed to provide a continuous east-west transportation corridor south of Veterans Parkway. The improvement is currently in the design and preparation phase. The proposed at-grade crossing will include one in-service track, space for an out-of-service track, and two siding tracks for NSR. The scope of services for this work also includes the design of the railroad signals and gates at the future at-grade crossing on Hamilton Road.

In December 2015, the City entered into an agreement for preliminary engineering services with NSR, in the amount of \$29,420, to pay the railroad's engineering costs for them to review the roadway preliminary plans for the proposed at-grade crossing.

In February 2021, the City entered into an agreement for additional preliminary engineering services with NSR, in the amount of \$290,000, to pay for them to design the relocation of two siding tracks from the project area to their Good Yard in Normal, Illinois. The relocation of the two siding tracks is necessary due to vertical grade issues at the future roadway crossing, should they remain.

The preliminary engineering for the relocation of the two siding tracks and the at-grade crossing signals will be performed by NSR. The City does not have the option of performing the engineering in-house or using an engineering consultant of the City's choosing, since the railroad requires that they undertake the work for their property. A limited source justification form is included for this work. The timeline for the preliminary engineering is dependent on the workload of their engineering group, but the City has expressed the desire to begin this work upon execution of the agreement. It is anticipated that the preliminary engineering work will be completed in calendar year 2025.

The estimated cost for NSR to continue to perform the preliminary engineering work is \$30,000, with the City paying the actual cost. Further Council action would be required if the actual costs go above the estimate.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In 2016, the City held public open houses to discuss the project as a whole. A public informational meeting will be held by the City for interested persons to learn about the project prior to construction.

FINANCIAL IMPACT: The funds for the preliminary engineering services are included in the FY 2025 Budget under the Motor Fuel Tax-Architectural & Engineering Services for Capital account (20300300-70051). The services within the agreement will cost \$30,000. Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 8, 155, 161, 165, and 166.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system), Objective TAQ-1.4 (Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network)

Respectfully submitted for consideration.

Prepared by: Chad Langan, Sr Civil Engineer

ATTACHMENTS:

[DOES 1B Supplemental Resolution](#)
[DOES 1C Supplemental Agreement](#)
[DOES 1D Supplement Force Account](#)
[DOES 1E Limited Source Justification](#)
[DOES 1F Hamilton Road Project Map](#)


**Illinois Department
of Transportation**
**Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Supplemental

Resolution Number

Section Number

24-00360-01-PV

 BE IT RESOLVED, by the Council

Governing Body Type

 of the City

Local Public Agency Type

 of Bloomington

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

 the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Hamilton Road	0.75	FAU 6371	Bunn Street	NSRR Crossing

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Preliminary engineering services as provided by Norfolk Southern Railway for additional efforts in plan reviews, ICC petition review, and coordination between departments and construction agreement.

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

 Dollars (\$30,000.00) for the improvement of

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

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

 I, Leslie Yocum

Name of Clerk

City

Local Public Agency Type

 Clerk in and for said City

Local Public Agency Type

 of Bloomington

Name of Local Public Agency

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

Council

Governing Body Type

 of Bloomington

Name of Local Public Agency

 at a meeting held on May 13, 2024

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

Day

day of

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

 Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
 Engineer (Municipal, Consultant or County)
 District

SUPPLEMENTAL AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES No. 3

This agreement made by and between the City of Bloomington (hereinafter called "CITY"), and Norfolk Southern Railway Company, (hereinafter called "COMPANY").

The CITY will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County, State: Bloomington, McLean County, Illinois
AAR-DOT#: 481476A
Street /Bridge Name: Hamilton Road
Description: Proposed Hamilton Road extension across Norfolk Southern preliminary engineering of at-grade crossing signals, and relocation of two siding tracks
Mile Post SP-373.25

Preliminary Engineering Cost Estimate:	\$29,420
Previous Additional Preliminary Engineering Cost Estimate:	\$ 290,000
Additional Preliminary Engineering Cost Estimate:	\$ <u>30,000</u>
Total:	\$ 349,420

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. The CITY agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the CITY fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the CITY. The CITY shall reimburse the COMPANY in the amount of the approved costs so submitted.

ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both the CITY and the COMPANY.

ARTICLE 3. STARTING OF WORK. This agreement covers preliminary engineering services performed starting July, 13, 2015. The COMPANY agrees to provide preliminary engineering services at the request of CITY or its agent, whether written or verbal.

ARTICLE 4. SCOPE OF WORK. The scope of this agreement is limited to review by the COMPANY of the plans and specifications to provide information to the COMPANY and the CITY regarding the project. This agreement does not constitute the COMPANY's approval of the project.

IN WITNESS WHEREOF, the CITY and the COMPANY have caused these presents to be signed by their duly authorized officers:

CITY
Signature: _____
Name: _____
Title: _____
Date: _____

COMPANY
Signature: _____
Name: A. B. Johnson, PE
Title: Chief Engr. Design & Construction
Date: _____

FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company
 For the Account of: The City of Bloomington, Illinois
 Project Description: Construct Hamilton Rd. across NS & Relocation of 2 sidings
 Location: Bloomington, McLean County, Illinois
 Project No.: 0
 Milepost: SP-373.25
 File: CX0035117
 Date: Original April 25, 2024

ITEM A - Preliminary Engineering	30,000
ITEM B - Construction Engineering	0
ITEM C - Administration	0
ITEM D - Railroad Protective Services	0
ITEM E - Communications	0
ITEM F - Signal & Electrical	0
ITEM G - Track Work	0
ITEM H - T-Cubed	0
	0
	Total \$ 30,000
Contingency 0%	\$ -
Original PE & 1st Supplemental Total	\$319,420
GRAND TOTAL	\$ 349,420

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		30,000
NET TOTAL - ITEM A		\$ 30,000

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
NET TOTAL - ITEM B		\$ -

ITEM C - Administration

Agreement Construction, Review and/or Handling:		0
Protective Services Process/Handling Fee:		0
Miscellaneous Handling (i.e. Real Estate ValMap fee):		0
Accounting Hours (Labor):	0 Hours @ \$40 / hour=	0
Accounting Additives:		0
NET TOTAL - ITEM C		\$ -

ITEM D - Railroad Protective Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Protective Services	
	0 days @ 435.00 per day=	0
	(based on working 12 hours/day)	
Labor Additive:		0
Travel Expenses, Meals & Lodging:		
	0 days @ \$100/day=	0
Rental Vehicle	0 months @ \$950/month=	0
NET TOTAL - ITEM D		\$ -

ITEM E - Communications

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
NET TOTAL - ITEM E		\$ -

ITEM F - Signal & Electrical

Material:	0
Labor:	0
Purchase Services:	0
Other:	0

NET TOTAL - ITEM F \$ -

ITEM G - Track Work

Material:	0
Labor:	0
Additive:	0
Purchase Services:	0

NET TOTAL - ITEM G \$ -

ITEM H - T-CUBED

Lump Sum	\$ -
----------	------

NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 272.34%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is 111.82%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (04/25/2024). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A – LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Norfolk Southern Railway Company	Amount: \$30,000.00	Date: 04/15/2024
---	---------------------	------------------

Description of item/service: Preliminary engineering services of at-grade crossing signals and relocation of two siding tracks, additional efforts in plan reviews, ICC petition review, and coordination with departments and construction agreement.

Justification- Explain why this vendor is the only vendor that can perform this work: The railway company has indicated the preliminary engineering services must be performed by their contract engineering group since the at-grade crossing signals and relocation of the two siding tracks to the Normal Good Yard are to be owned and operated by them. Therefore, the City does not have the option to procure the services of another vendor for this work.

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

Kevin Kothe *Kevin Kothe*
(Name and Signature of Department Head)

04/19/2024
Date

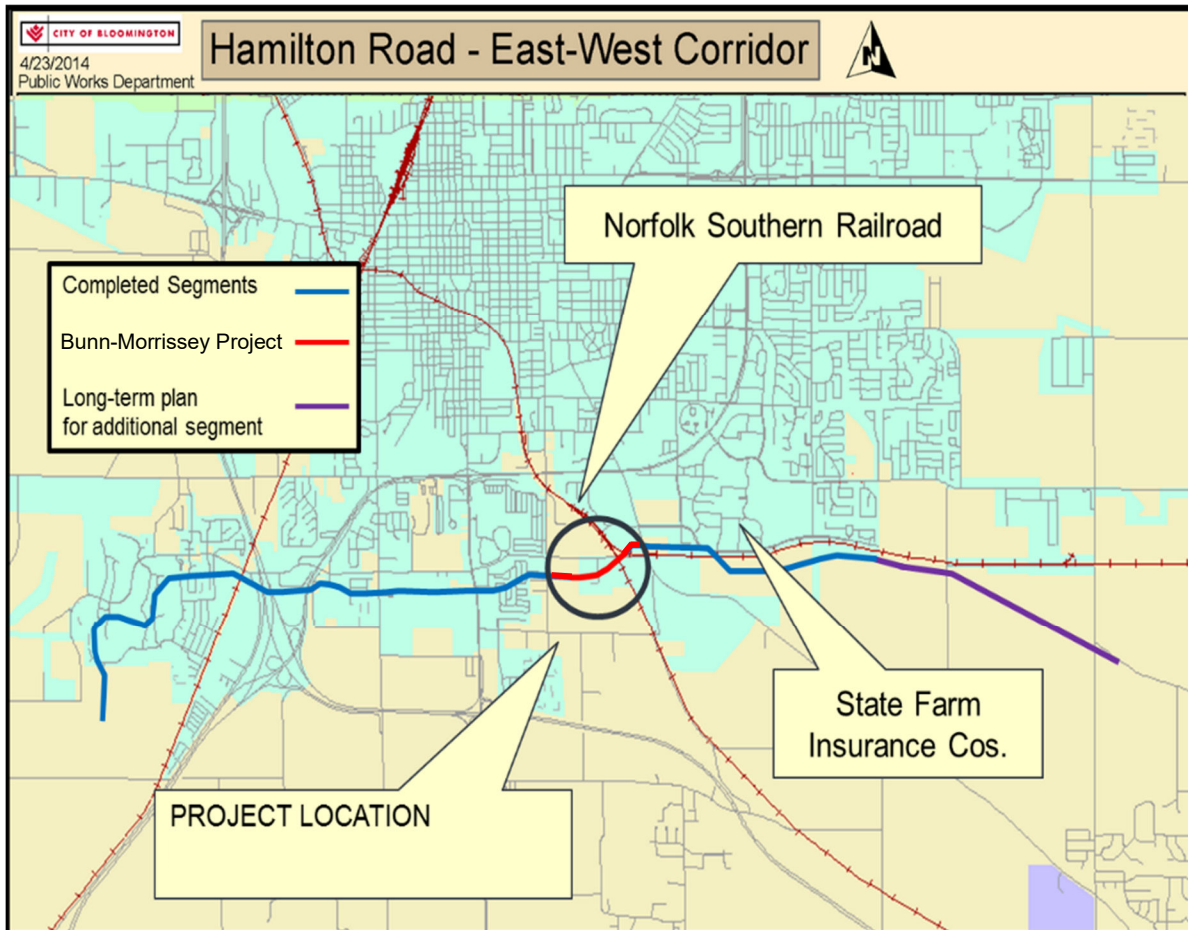
SECTION C – TO BE COMPLETED BY PROCUREMENT OFFICE:

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):

Name and Signature of Procurement Designee

Date





CONSENT AGENDA ITEM NO. 8.N.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: Ward 1, Ward 2, and Ward 8

SUBJECT: Consideration and Action on (1) A Supplemental Resolution for Improvement Under the Illinois Highway Code for the Phase II Design of Hamilton Road, from Bunn Street to Morrissey Drive; and (2) A Supplemental Engineering Services Agreement for State Motor Fuel Tax Funds for the Phase II Design of Hamilton Road, from Bunn Street to Morrissey Drive, in the Amount of \$143,790, as requested by the Department of Operations & Engineering Services.

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

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the City will use State Motor Fuel Tax Funds and enter into a Supplemental Engineering Services Agreement to supplement the Professional Services Contract with Hanson Professional Services for Phase II Design of Hamilton Road, from Bunn Street to Morrissey Drive. The supplement includes a plan set split between the Norfolk Southern Railroad Tracks and Commerce Parkway (described below), updates to environmental permits, sanitary sewer improvements, lighting, ongoing land acquisition, additional Illinois Commerce Commission (ICC) coordination, updates to state standards and specifications, shop drawing review during construction, construction questions, pre-construction meeting attendance, and staking right-of-way for utilities. Details of the additional scope and fee changes can be found in the attached Supplemental Agreement.

The extension of Hamilton Road, from Bunn Street to Morrissey Drive, has been a priority for the City for many years and is the remaining street segment needed to provide a continuous east-west transportation corridor south of Veterans Parkway.

On January 14, 2019, Council approved the original agreement for Phase II design services with Hanson Professional Services, in the amount of \$558,460.32. On October 24, 2022, Council approved an Engineering Services Agreement Supplement for Phase II design services with Hanson Professional Services, in the amount of \$89,351. The total funds allocated for engineering design will be \$791,601.32 which includes this \$143,790 supplement. The total design fee is under 10% of the estimated construction cost and well within industry standards for design of such a project.

On August 12, 2019, Council approved a Supplemental Resolution for Improvement Under the Illinois Highway Code for Phase II design services in the amount of \$600,000. On October 24, 2022, Council approved a Supplemental Resolution for Improvement Under the Illinois Highway Code for Phase II design services in the amount of 47,811.32. An additional supplemental amount of \$143,790 is needed to obligate State Motor Fuel Tax funds for a total value of \$791,601.32 for Phase II design services.

There is an additional Item on this meeting agenda regarding a Supplemental Resolution and Supplemental Agreement for ongoing railroad review services. Both of these Items are progressing concurrently.

Under the proposed changes, the construction limits for this project will be split so that there are two plan sets with two separate phases of bidding and construction. The attached Proposed Split Phases 1 & 2 Map shows these two phases. Phase 1 (green lines) will include widening, adding turn lanes, resurfacing, and traffic signal work at Morrissey Drive. Phase 2 (red lines) will include new road construction and a new railroad crossing. This will allow the City to utilize American Rescue Plan Act (ARPA) funds for Phase 1, which need to be encumbered by bidding the project no later than the November 2024 state letting, and Rebuild Illinois funds for Phases 1 and 2, which need to be encumbered by July 2025. The other funding for Phase 2 is not as time-critical as the ARPA and Rebuild Illinois funds.

In addition, since land acquisition and agreements for the proposed Phase 1 area are complete, and land acquisition and agreements for the proposed Phase 2 area are in progress, splitting the project will allow Phase 1 to move forward while Phase 2 land acquisition and agreements are still being finalized.

Therefore, the Department feels it's in the best interest of the City to split the project into two construction phases to utilize funding that would otherwise expire for the Phase 1 construction, while allowing for continued work on land acquisitions in Phase 2 and time to finalize agreements with Norfolk Southern Railroad for inclusion with an ICC order allowing the construction of the proposed at grade railroad crossing as part of Phase 2 construction.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In 2016, public open houses were held to discuss the project as a whole. A public informational meeting will be held by the City for interested persons to learn about the project prior to construction.

FINANCIAL IMPACT: If approved, the (1) a Supplement Resolution for Improvement Under the Illinois Highway Code, in the Amount of \$143,790, and (2) an Engineering Services Agreement for State Motor Fuel Tax Funds for the Phase II Design of Hamilton Road, from Bunn Street to Morrissey Drive, in the Amount of \$143,790 will be undertaken. This will be paid from the the Motor Fuel Tax-Architectural & Engineering Services for Capital account (20300300-70051). Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 8, 155, 161, 165 and 166.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users

in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system), Objective TAQ-1.4 (Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network)

Respectfully submitted for consideration.

Prepared by: Chad Langan, Sr Civil Engineer

ATTACHMENTS:

[DOES 2B Supplemental Resolution](#)

[DOES 2C Supplemental Agreement](#)

[DOES 2D Proposed Split Phases 1 & 2 Map](#)

[DOES 2E Hamilton Road Overall Project Map](#)



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Supplemental

Resolution Number

Section Number

16-00360-00-PV

BE IT RESOLVED, by the Council

Governing Body Type

of the City

Local Public Agency Type

of Bloomington

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Hamilton Road	1.11	FAU 6371	Bunn Street	Morrissey Drive

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Phase II preliminary engineering services as provided by Hanson Professional Services Inc. for additional efforts regarding updates to environmental permits, Sanitary sewer improvements, plan set split between Railroad and Commerce Parkway, lighting, land acquisition, and additional ICC coordination.

2. That there is hereby appropriated the sum of one hundred forty three thousand seven hundred ninety and 00/100

Dollars (\$143,790.00) for the improvement of

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

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

I, Leslie Yocum

Name of Clerk

City

Local Public Agency Type

Clerk in and for said City

Local Public Agency Type

of Bloomington

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of Bloomington

Name of Local Public Agency

at a meeting held on May 13, 2024

Date

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

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date

Department of Transportation

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
 Engineer (Municipal, Consultant or County)
 District



Using Federal Funds? ☒ Yes ☐ No	Agreement For Federal PE	Agreement Type Supplement	Number 2
--	-----------------------------	------------------------------	-------------

LOCAL PUBLIC AGENCY

Local Public Agency Bloomington	County McLean	Section Number 16-00360-00-PV	Job Number D-95-038-18
Project Number XAYB(639)	Contact Name Kevin Kothe	Phone Number (309) 434-2225	Email kkothe@cityblm.org

SECTION PROVISIONS

Local Street/Road Name Hamilton Road	Key Route FAU 6371	Length 3000	Structure Number
Location Termini Bunn Street to Morrissey Drive			Add Location Remove Location

Project Description

Phase 2 Engineering services supplement for updates to environmental permits, Sanitary sewer improvements, plan set split between Railroad and Commerce Parkway, lighting, land acquisition, and additional ICC coordination.

Engineering Funding	☒ Federal	☐ MFT/TBP	☐ State	☐ Other	
Anticipated Construction Funding	☒ Federal	☒ MFT/TBP	☒ State	☐ Other	

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name Hanson Professional Services Inc.	Contact Name Kurt Bialobreski	Phone Number (309) 713-1408	Email kbialobreski@hanson-inc.com
Address 7625 N. University Street, Suite 200	City Peoria	State IL	Zip Code 61614

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- ☐ Lump Sum
☐ Specific Rate
☒ Cost plus Fixed Fee:

Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,
 DC is the total Direct Cost,
 OH is the firm's overhead rate applied to their DL and
 FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

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

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

- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hanson Professional Services Inc.	37-0844717	\$113,820.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Clark-Dietz, Inc.	37-1212051	\$29,970.00
Subconsultant Total		\$29,970.00
Prime Consultant Total		\$113,820.00
Total for all work		\$143,790.00

AGREEMENT SIGNATURES

Executed by the LPA:

The

Local Public Agency Type
City

 of

Local Public Agency
Bloomington

Attest:

By (Signature & Date)

--

By (Signature & Date)

--

Name of Local Public Agency

Local Public Agency Type
City

 Clerk

Bloomington

Title

--

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Hanson Professional Services Inc.

By (Signature & Date)


--

Title

Vice President

By (Signature & Date)



Title

Senior Vice President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bloomington	Hanson Professional Services	McLean	16-00360-00-PV

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

EXHIBIT A SCOPE OF SERVICES

FOR FEDERAL PARTICIPATION PROJECTS

Hamilton Road

SERVICES: The additional Scope of Services will be limited to the following:

A. Environmental Studies

1. Request an updated biological clearance from IDOT. It is assumed that wetland clearance will not need updated.
2. Prepare a new Preliminary Environmental Site Assessment (PESA). The original PESA for the local agency portion was completed in March 2019 and has expired. This scope assumes that the original Preliminary Site Investigation (PSI) that was completed for the local agency ROW portion in August 2020 will remain valid and does not need renewed.
3. Hanson will request a new PESA for the State ROW portion of the project, which will be conducted by IDOT. The original PESA for the State ROW was completed in December 2016 and has expired. Hanson will prepare the PESA Response following receipt of the new PESA. IDOT will be responsible for completing a PSI, if required.
4. This scope assumes that the Section 404 permit approval verification received in March 2022 remains valid and will not expire until March 14, 2026.

B. Sanitary Sewer Design

1. Add service connection for Mardis

C. Lighting Design

1. Design new light pole locations for the removal and relocation of existing light poles along Hamilton Road from Commerce Parkway to Morrissey Drive. Existing light poles to be reinstalled on new foundation.

D. Final Plans and Specifications

1. Update for current State Standards, standard specifications, and special provisions
2. Separate plans into 2 plan sets (east and west of RR, RR to be included in west section)
 - i. Updated and new cover sheets, general notes, summary and schedule of quantities, quantity calculations, construction staging plans, and adding additional plan sheets at the plan split location to capture all proposed improvements on each plan set.
 - ii. Design Items – Temporary tie into existing on east plan set
3. Update design, plans and quantities for Railroad escape route
4. Update and prepare Specifications for 2 plan sets
5. Quality Control Review for both sets of construction documents
6. Incorporate watermain and drainage plans, specifications and estimates (from Clark Dietz) into the final construction documents.
7. Submit Final Construction Documents for both sets of construction documents for review to City and IDOT.
8. Address Review comments and prepare disposition for IDOT and City reviews of each plan set.

E. Land Acquisition

1. Additional negotiations with Wheatley.
2. The project timeline has caused temporary construction easements (TEs) to expire or will expire during construction. Hanson will prepare extensions for 7 parcels and attempt to negotiate extension of these TEs at no cost to the client. Hanson will update Client after 30 days of execution of this supplement as to whether any property owners are willing to grant such extensions. If unable to negotiate these donated extensions within 45

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bloomington	Hanson Professional Services	McLean	16-00360-00-PV

days of execution, Hanson will proceed to update the market study and waivers and then make updated offers to the 7 property owners. Hanson will initiate negotiations upon the City's certification of the parcels' review appraisals or upon the City's certification of waiver valuations.

3. Hanson will secure updated title commitments and appraisals and review appraisals for Parcels 103, 108, 109, and 117 and will then prepare offer documents and conveyance documents for said parcels. This effort will include an attempt to present the offer package in person to the property owner, if the property owner or their representatives are located near the project site, and a minimum of three personal contacts per parcel, if required, to reach a negotiated settlement.

4. In the event that settlement is reached, Hanson's negotiation efforts will be considered complete when the conveyance documents and documents to clear title encumbrances for each parcel are delivered to the Client for approval and recording. In the event that settlement is not reached, Hanson's negotiation effort will be considered complete when each parcel is referred to the Client for condemnation after attempts to negotiate the acquisition have failed and 90 days for the offer date have expired. For an additional fee and if necessary, Hanson will prepare condemnation request packets if negotiations have failed and upon the direction of the City.

5. Hanson will submit Parcel and Project Compliance Checklists to the Illinois Department of Transportation for ROW Certification for the advertisement and letting of the Hamilton Road Project.

F. ICC Coordination

1. Coordinate and assist City with ICC order and hearing process, includes attending one (1) meeting and updating exhibits for one (1) meeting.

G. Prepare Final Plans and Specifications (Clark-Dietz Inc.)

1. Preparation of final plan sheets for the proposed improvements designed by Clark Dietz for two plan sets incorporating additional City and IDOT plan review comments.

2. Calculate and schedule quantities (2 Plan Sets).

3. Prepare special provision for the project including a provision for each pay item not being constructed per IDOT Standard Specifications (2 Spec Books).

4. Plot and Submit Final Plans and Specifications (2 Plan Sets).

5. QC/QA Review (2 Plan Sets)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bloomington	Hanson Professional Services	McLean	16-00360-00-PV

**EXHIBIT B
PROJECT SCHEDULE**

It is anticipated the east section (Plan Set 1) will be completed for a November 2024 IDOT letting and the west section (Plan Set 2) will be completed for a Spring/Summer 2025 IDOT Letting.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bloomington	Hanson Professional Services	McLean	16-00360-00-PV

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☐	☐
16	LPA is a home rule community (Exempt from QBS).	☐	☐

Local Public Agency City of Bloomington	County McLean	Section Number 16-00360-00-PV
Prime Consultant (Firm) Name Hanson Professional Services Inc.	Prepared By Bryce Beckstrom	Date 4/12/2024
Consultant / Subconsultant Name Hanson Professional Services Inc.	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	15	MONTHS			OVERHEAD RATE	163.89%
START DATE	5/1/2024				COMPLEXITY FACTOR	
RAISE DATE	1/1/2025				% OF RAISE	2.00%
END DATE	7/31/2025					

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2024	1/1/2025	8	53.33%
1	1/2/2025	8/1/2025	7	47.60%

The total escalation = 0.93%

Local Public Agency		County	Section Number
City of Bloomington		McLean	16-00360-00-PV
Consultant / Subconsultant Name			Job Number
Hanson Professional Services Inc.			

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.93%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$86.00	\$86.00
E/A/S VIII	\$81.95	\$82.71
E/A/S VII	\$76.83	\$77.55
E/A/S VI	\$65.30	\$65.91
E/A/S V	\$53.92	\$54.42
E/A/S IV	\$46.17	\$46.60
E/A/S III	\$40.28	\$40.66
E/A/S II	\$37.48	\$37.83
E/A/S I	\$34.44	\$34.76
M/D	\$53.76	\$54.26
Tech VII	\$49.44	\$49.90
Tech VI	\$44.61	\$45.03
Tech V	\$38.56	\$38.92
Tech IV	\$33.32	\$33.63
Tech III	\$29.69	\$29.97
Tech II	\$26.59	\$26.84
Tech I	\$22.17	\$22.38
Aide	\$21.00	\$21.20
Admin VII	\$64.13	\$64.73
Admin VI	\$42.12	\$42.51
Admin V	\$37.76	\$38.11
Admin IV	\$30.51	\$30.79
Admin III	\$23.56	\$23.78
Admin II	\$22.84	\$23.05
Admin I	\$15.75	\$15.90

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV
Consultant / Subconsultant Name		Job Number
Hanson Professional Services Inc.		

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

Total	0.00	0.00
--------------	-------------	-------------

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

City of Bloomington

County

McLean

Section Number

16-00360-00-PV

Consultant / Subconsultant Name

Hanson Professional Services Inc.

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	800	\$0.67	\$536.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Title Work	Actual Cost	11	\$135.00	\$1,485.00
Environmental Report	Actual Cost	1	\$350.00	\$350.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$2,371.00

City of Bloomington

McLean

16-00360-00-PV

Hanson Professional Services Inc.

--

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Environmental	350	64	3,257	5,338	1,075		9,670	6.73%
Sanitary Sewer		13	683	1,119	225		2,027	1.41%
Lighting		33	1,912	3,134	631		5,677	3.95%
Final Plans and Specifications (2 sets)		173	9,729	15,944	3,210		28,883	20.09%
Land Acquisition	2,021	338	15,198	24,908	5,015	13,500	58,621	40.77%
ICC/RR Coord		26	1,619	2,654	534		4,807	3.34%
Final WM and Drainage PS&E		8	594	974	196	29,970	31,734	22.07%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$2,371.00						\$2,371.00	1.65%
TOTALS		655	32,992	54,071	10,886	43,470	143,790	100.00%

Local Public Agency

City of Bloomington

County

McLean

Section Number

16-00360-00-PV

Consultant / Subconsultant Name

Hanson Professional Services Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Environmental			Sanitary Sewer			Lighting			Final Plans and Specifications (2 sets)			Land Acquisition		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	0.0																	
E/A/S VIII	82.71	24.0	3.66%	3.03										18	10.40%	8.61			
E/A/S VII	77.55	39.0	5.95%	4.62	10	15.63%	12.12				6	18.18%	14.10				23	6.80%	5.28
E/A/S VI	65.91	94.0	14.35%	9.46	4	6.25%	4.12	1	7.69%	5.07				45	26.01%	17.14	24	7.10%	4.68
E/A/S V	54.42	26.0	3.97%	2.16				4	30.77%	16.75	22	66.67%	36.28						
E/A/S IV	46.60	134.0	20.46%	9.53	32	50.00%	23.30							36	20.81%	9.70	66	19.53%	9.10
E/A/S III	40.66	16.0	2.44%	0.99	16	25.00%	10.16												
E/A/S II	37.83	8.0	1.22%	0.46										8	4.62%	1.75			
E/A/S I	34.76	0.0																	
M/D	54.26	0.0																	
Tech VII	49.90	87.0	13.28%	6.63				8	61.54%	30.71	5	15.15%	7.56	66	38.15%	19.04			
Tech VI	45.03	0.0																	
Tech V	38.92	225.0	34.35%	13.37													225	66.57%	25.91
Tech IV	33.63	0.0																	
Tech III	29.97	0.0																	
Tech II	26.84	0.0																	
Tech I	22.38	0.0																	
Aide	21.20	0.0																	
Admin VII	64.73	0.0																	
Admin VI	42.51	0.0																	
Admin V	38.11	2.0	0.31%	0.12	2	3.13%	1.19												
Admin IV	30.79	0.0																	
Admin III	23.78	0.0																	
Admin II	23.05	0.0																	
Admin I	15.90	0.0																	
		0.0																	
		0.0																	
TOTALS		655.0	100%	\$50.37	64.0	100.00%	\$50.89	13.0	100%	\$52.52	33.0	100%	\$57.94	173.0	100%	\$56.23	338.0	100%	\$44.96

Local Public Agency

City of Bloomington

Consultant / Subconsultant Name

Hanson Professional Services Inc.

County

McLean

Section Number

16-00360-00-PV

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	ICC/RR Coord			Final WM and Drainage PS&E														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00																		
E/A/S VIII	82.71	2	7.69%	6.36	4	50.00%	41.36												
E/A/S VII	77.55																		
E/A/S VI	65.91	16	61.54%	40.56	4	50.00%	32.95												
E/A/S V	54.42																		
E/A/S IV	46.60																		
E/A/S III	40.66																		
E/A/S II	37.83																		
E/A/S I	34.76																		
M/D	54.26																		
Tech VII	49.90	8	30.77%	15.35															
Tech VI	45.03																		
Tech V	38.92																		
Tech IV	33.63																		
Tech III	29.97																		
Tech II	26.84																		
Tech I	22.38																		
Aide	21.20																		
Admin VII	64.73																		
Admin VI	42.51																		
Admin V	38.11																		
Admin IV	30.79																		
Admin III	23.78																		
Admin II	23.05																		
Admin I	15.90																		
TOTALS		26.0	100%	\$62.28	8.0	100%	\$74.31	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Local Public Agency City of Bloomington	County McLean	Section Number
Prime Consultant (Firm) Name 	Prepared By Sean Widener	Date 4/14/2024
Consultant / Subconsultant Name Clark Dietz, Inc.	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Supplement No. 2 - Prepare two (2) bid packages and address review comments.

PAYROLL ESCALATION TABLE

CONTRACT TERM	6	MONTHS	OVERHEAD RATE	173.75%
START DATE	7/1/2024		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2025		% OF RAISE	2.00%
END DATE	12/31/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2024	12/31/2024	6	100.00%

The total escalation = 0.00%

McClean

Job Number

1000000

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

86.00
0.00%

[illegible]

Local Public Agency

City of Bloomington

County

McLean

Section Number

Consultant / Subconsultant Name

Clark Dietz, Inc.

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$0.00

City of Bloomington

McLean

--

Clark Dietz, Inc.

--

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR 0

26,746

City of Bloomington

McLean

Clark Dietz, Inc.

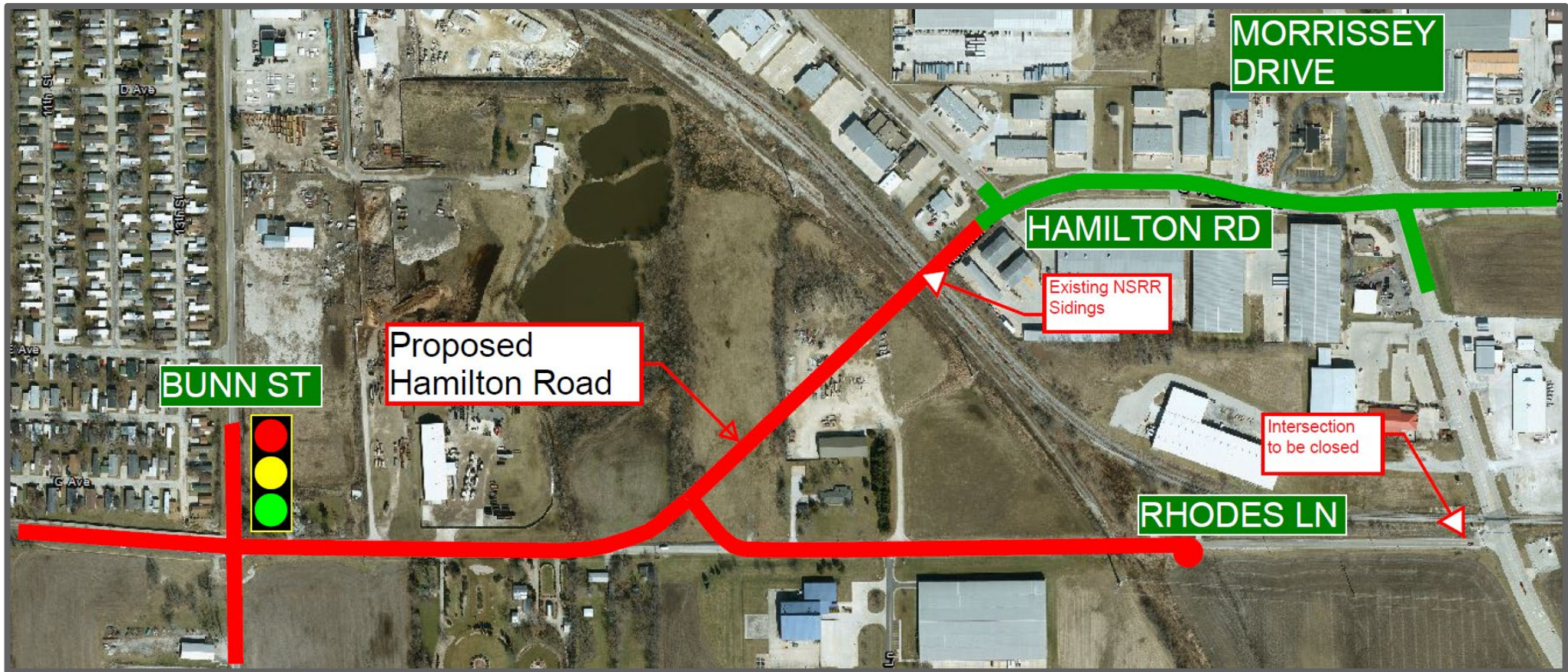
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 **OF** 1

[illegible]

Hamilton Rd, Bunn St to Morrissey Dr

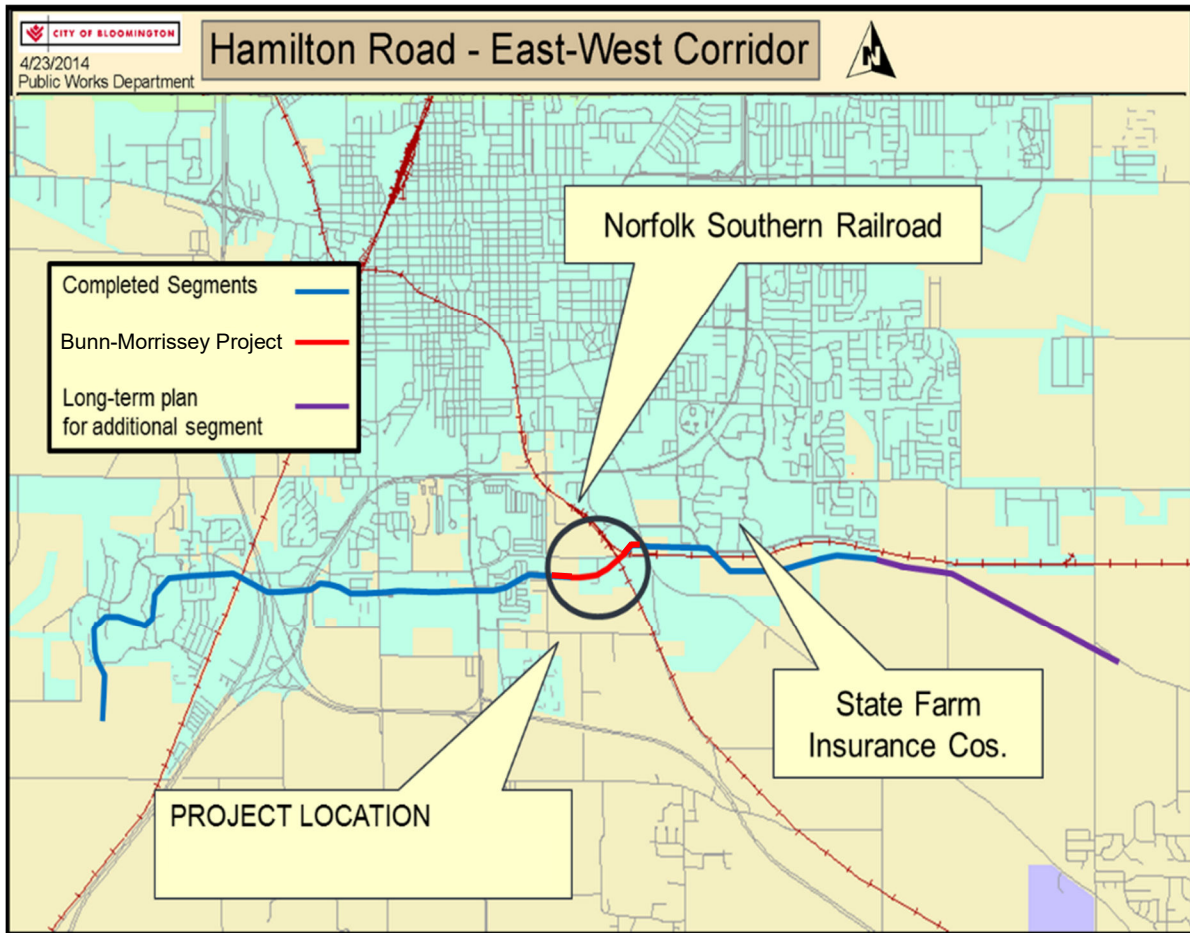
Proposed Split Phases 1 & 2



Proposed Construction Limits

Phase 1 - Green lines (widening / adding turn lanes, resurfacing and traffic signal work at Morrissey)

Phase 2 - Red lines (new road construction including new railroad crossing)





CONSENT AGENDA ITEM NO. 8.O.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: Ward 1 and Ward 2

SUBJECT: Consideration and Action on (1) An Ordinance Authorizing the Execution of a Jurisdictional Transfer Agreement Between the City of Bloomington and Bloomington Township; and (2) An Intergovernmental Agreement with Bloomington Township for the Transfer of Jurisdiction of a Portion of Bunn Street to the Municipal System, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance and Intergovernmental Agreement be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 4d. Improved neighborhood infrastructure

Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the City will enter into an agreement with Bloomington Township (Township) to transfer jurisdiction of a portion of Bunn Street from a point approximately 50 feet north of Hazel Street, southerly 0.32 miles to the south property line of 1901 Bunn Street excluding the Veterans Parkway underpass (SN 057-0065), in its entirety.

The City is planning shared-use path improvements, from Hamilton Road to Lafayette Street and, partially along Bunn Street, which will provide accommodations for bicyclists and pedestrians that are compliant with the Americans with Disabilities Act, that will serve as a connection between business districts and residential districts throughout the City.

The City currently has jurisdiction over Bunn Street north and south of the transfer limits, as well as a small section within the limits. Both the City and Township have improved Bunn Street in recent years and the roadway shoulders, ditches, and other infrastructure are in good condition. Staff does not anticipate any maintenance needs in the near future and that future maintenance will be on the same schedule as the adjacent sections of Bunn Street that the City already maintains.

The City and Township have determined that entering into an agreement to transfer jurisdiction of a portion of Bunn Street from the Township to the City is in the best interest of both parties. It is the intention of the City to partner with other public entities whenever it is both possible and mutually beneficial, and this intergovernmental agreement allows both the City and Township to benefit from this jurisdictional transfer.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Chad Langan, Sr Civil Engineer

ATTACHMENTS:

[DOES 2B Ordinance](#)

[DOES 2C Agreement](#)

[DOES 2D Jurisdictional Transfer Map](#)

[DOES 2E Constitution Trail Project Map](#)

ORDINANCE NO. 2024 - _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A JURISDICTIONAL TRANSFER AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND BLOOMINGTON TOWNSHIP

WHEREAS, the City of Bloomington is planning share use path improvements from Hamilton Road to Lafayette Street, partially along Bunn Street which will provide accommodations for bicyclists, and pedestrians that are compliant with the Americans with Disabilities Act; and

WHEREAS, the improvements will serve as a connection between business districts and residential districts throughout the City; and

WHEREAS, the City of Bloomington and Bloomington Township have jurisdiction of different portions of Bunn Street adjacent the proposed shared use path; and

WHEREAS, the City of Bloomington and Bloomington Township have determined that the best interest of both entities are served by making and entering into an agreement to transfer jurisdiction of a portion of Bunn Street to the City of Bloomington; and

WHEREAS, the jurisdictional transfer provides for the addition of Bunn Street from a point approximately 50-ft north of Hazel Street, southerly 0.32 miles to the south property line of 1901 Bunn Street excluding SN 057-0065, in its entirety, to the City of Bloomington, McLean County, Illinois; and

WHEREAS, the City of Bloomington and Bloomington Township under date of April ____, 2024, entered into an agreement for transfer of jurisdiction of Bunn Street to the Municipal System; and

WHEREAS, it be ordained by the City Council of the City of Bloomington that Bunn Street from a point approximately 50-ft north of Hazel Street, southerly 0.32 miles to the south property line of 1901 Bunn Street excluding SN 057-0065, in its entirety, be added to the Municipal Street System; and

WHEREAS, the City Clerk is directed to forward a certified copy of this Ordinance to the State of Illinois through its Regional Engineer's office at Paris, Illinois.

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

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

Section 2. The agreement is approved and the Mayor, or his designee, are authorized to execute the agreement, and any other necessary documents to effectuate the jurisdictional transfer.

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

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

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

PASSED this 13th day of May 2024.

APPROVED this ____ day of May 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



E-mail

Reset Form

CONVEYOR

Local Public Agency No. 1

Bloomington Twp

LPA Type

Township/RD

County

McLean

RECIPIENT

Local Public Agency No. 2

City of Bloomington

LPA Type

Municipality

County

McLean

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Public Agency No. 1 hereinafter referred to as "Conveyor" and the above Local Public Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Road Name

Bunn St

Route(s)

FAU 6403

Length (miles)

0.32

Key Route(s) Information

057 96403 00000 (Station .85 to station 1.17)

Termini

From a point approx. 50ft north of Hazel Street, southerly 0.32 miles to the south property line of 1901 Bunn Street, excluding SN 057-0065, in its entirety.

This transfer ☒ does not ☐ does include NBIS Structure No(s). 057-0065 not included

Include For Township/Road Districts Only

WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code. The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto as Addendum No. 1

Include For Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality of Section 7-101 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of a location map as Addendum No. 1 and an original of the ordinance as an Addendum, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective (check one):

☒ Upon IDOT approval

☐

calendar days after

☐

☐ other

☐

Attachments

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

☒ Location Map (Addendum No.1)

☐

☒ Ordinance/Resolution (Addendum No. 2)

☐

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inures to the benefit of the parties hereto, their successor and assigns.

Signatures

APPROVED BY CONVEYOR

Name of Local Public Agency Official

Rodney Boester

Title

Highway Commissioner

Local Public Agency Official Signature & Date

Rodney Boester
Digitally signed by Rodney Boester
Date: 2024.03.26 08:37:53 -05'00'

APPROVED BY RECIPIENT

Name of Local Public Agency Official

Mboka Mwilambwe

Title

Mayor

Local Public Agency Official Signature & Date

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

APPROVED

Director

--

Office of Highways Project Implementation Signature & Date

--

BLR 05212 Instructions

This form shall be used when a Local Public Agency (LPA) and the State of Illinois desire a jurisdictional transfer of a roadway. For more information see Chapter 5 of the Bureau of Local Roads and Street Manual (BLRS Manual). For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Conveyor

Local Public Agency No. 1 Insert the name of LPA who is the conveyor for the jurisdictional transfer

LPA Type Select LPA Type of the Conveyor (i.e. County, Municipal, Township/Road District)

County Insert the name of the county in which the LPA is located.

Recipient

Local Public Agency No. 2 Insert the name of LPA who is the recipient for the jurisdictional transfer

LPA Type Select LPA Type of the Recipient (i.e. County, Municipal, Township/Road District)

County Insert the name of the county in which the LPA is located.

Location Description

Local Name Insert the local(common) name of the roadway involved in the transfer.

Route Insert the route number of the roadway involved in the transfer.

Length Insert the length of the transfer in miles to the nearest hundredth.

Key Route Information Insert the key route(s) information of the roadway involved in the transfer. This information will need to be obtained from the Department of Transportation. It will be a 14 digit code.

Termini Insert the beginning and ending termini of the transfer. When describing the limits of the jurisdictional transfer the wording of the termini description should be consistent between the agreement itself and any ordinances, or resolutions that may be included with the agreement. If not enough room insert page.

Structure Transfer Check the appropriate box as to the status of the transfer of any structures located within termini of the roadway transfer. List structures on the line provided. If no structure exists then insert N/A on the line. **Any structure not specifically excluded is considered part of the jurisdictional transfer. The number must be the NBIS number.** If there is not enough room to list all NBIS structures, then attach list of structures on a separate piece of paper as an addendum.

Effective Jurisdictional

Transfer Date Check the appropriate box as to when the jurisdictional transfer will become effective. For a number of calendar days transfer insert the number of calendar days and the date after. For other check the box and insert when effective, example upon final acceptance.

Attachments: Attach as required a location map of the jurisdictional transfer as Addendum No.1, and if required a resolution or ordinance as Addendum No. 2, along with any other required attachments. All attachments must be legible and in black and white.

Signatures

Local Public Agency (Conveyor) The LPA shall insert their name, title then sign and date.

Local Public Agency (Recipient) The LPA shall insert their name, title then sign and date.

State of Illinois Upon approval the Department of Transportation shall sign and date here.

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.

Following the IDOT's Approval, distribution will be as follows:

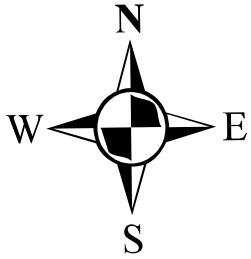
Local Public Agency Clerk (one for each LPA)
District File (Electronically after execution)
Bureau of Local Roads and Streets Central Office
Bureau of Operations District Office (Electronically after execution)
District Roadway Inventory (Electronically after execution)



Illinois Department of Transportation Jurisdictional Transfer

BLOOMINGTON TOWNSHIP R D
TO CITY OF BLOOMINGTON

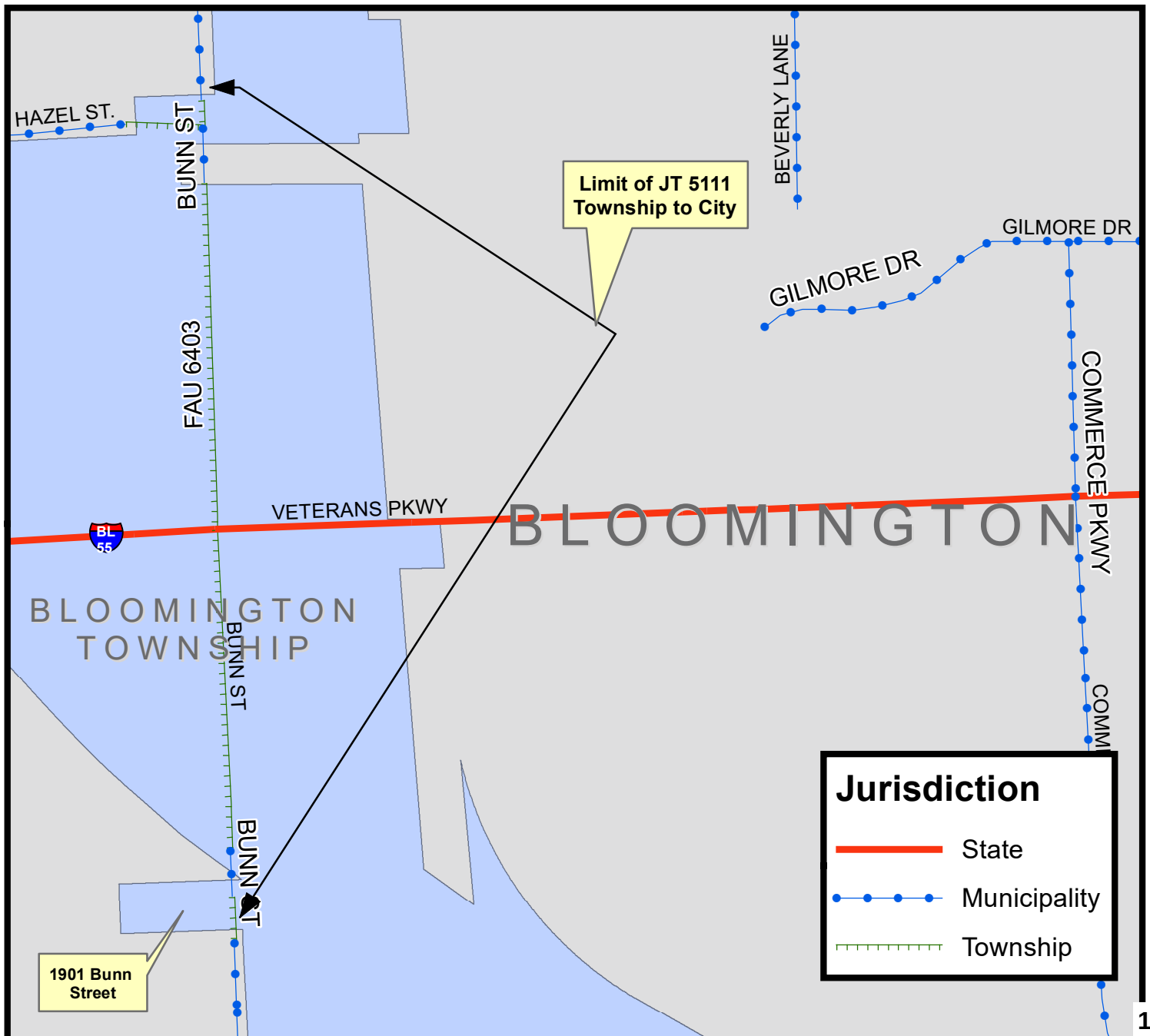
BUNN STREET
FAU 6403



From a point approx. 50ft north of Hazel Street,
southerly 0.32 miles to the south property line of 1901
Bunn Street excluding SN 057-0065, in its entirety.

Key Route 057 96403 000000
(Station .85 to station 1.17)

McLean



Location Map

Constitution Trail

Legend

 Constitution Trail



Google Earth



CONSENT AGENDA ITEM NO. 8.P.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: Ward 6 and City-Wide Impact

SUBJECT: Consideration and Action on An Ordinance to Set a Date for, and to Approve a Public Notice of a Public Hearing on the Tax Increment Financing (TIF) Redevelopment Plan for the Downtown TIF Redevelopment Project Area, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

Objective 3c. Revitalization of older commercial homes

Objective 5e. More attractive city: commercial areas and neighborhoods

Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments

BACKGROUND: Tax Increment Finance (TIF) consultant Peckham Guyton Albers & Viets (PGAV) has completed the Redevelopment Plan for the proposed Downtown TIF District. The Redevelopment Plan was authorized by the City Manager on November 10, 2022.

The TIF Act calls for the City to hold a public hearing so that all interested persons or affected taxing districts may provide verbal or written feedback in support or objection with respect to any issues regarding the approval of the proposed Redevelopment Plan, designation of the Project Area, and adoption of tax increment allocation financing. The TIF Act requires the public hearing to be scheduled at least 45 days after the adoption of an ordinance setting a date and time for the public hearing. Scheduling the public hearing for the night of the regular City Council meeting on July 8, 2024, is recommended by City Staff and PGAV.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In compliance with the TIF Act, staff will mail a notice of the proposed public hearing to all of the affected taxing districts and to the Illinois Department of Commerce and Economic Opportunity. The taxing districts specified in the TIF Act will also be provided with a copy of the Redevelopment Plan and will be invited to serve as members of the Joint Review Board which will meet on June 3, 2024.

A copy of the Redevelopment Plan was placed on file in the City Clerk Department on April 12, 2024. A notice of the availability to review the Redevelopment Plan in the City Clerk Department will be mailed to all parties registered on the Interested Parties Registry and to all residential addresses within 750 feet of the boundaries of the proposed TIF District.

Staff have also created a webpage on the City's website where the Redevelopment Plan and other information related to the proposed Downtown Redevelopment Project Area can be viewed by the public: www.bloomingtonil.gov/TIF

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal ED-4 (Enhance the image of Bloomington as a business friendly community), Objective ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), Objective ED-4.3 (Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments), Objective ED-4.4 (Evaluate commercial land use needs in the context of changing economic trends), and Objective ED-4.5 (Identify and reduce barriers for local growth and economic development); Goal D-1 (Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all), Objective D-1.1 (Strengthen business recruitment and retention activities), and Objective D-1.2 (Pursue catalyst projects that can serve as additional Downtown anchors); Goal D-6 (Reinforce the connections between Downtown and adjacent neighborhoods), Objective D-6.3 (Pursue public-private development opportunities with major employers seeking employee housing near offices. TIF Districts are a recommended tool in the "Economic Development Incentives Toolkit" detailed on page 97 of the City's Comprehensive Plan 2035)

Respectfully submitted for consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:

[E&CD 1B Ordinance](#)

ORDINANCE NO. 2024 - ____

**AN ORDINANCE TO SET A DATE FOR, AND TO APPROVE A PUBLIC NOTICE OF A
PUBLIC HEARING ON THE TAX INCREMENT FINANCING (TIF) REDEVELOPMENT PLAN
FOR THE DOWNTOWN TIF REDEVELOPMENT PROJECT AREA**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “*City*”) is a municipal corporation and political subdivision of the State of Illinois and as such is reviewing the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the “*Act*”) for purposes of designated the Downtown Redevelopment Project Area; and

WHEREAS, pursuant to the Act, the City is required to adopt an ordinance fixing the time and place for the public hearing on the proposed Downtown Redevelopment Project Area; and

WHEREAS, the City desires to adopt this Ordinance in order to comply with such requirements of the Act.

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

Section 1. The above recitals are incorporated herein and made a part thereof.

Section 2. It is necessary and in the best interests of the City that a public hearing be held prior to the consideration of the adoption by the Mayor and City Council (the “*Corporate Authorities*”) of an ordinance or ordinances approving the Downtown TIF Redevelopment Project Area Tax Increment Financing Plan and Project (the “*Plan*”), designating the Downtown TIF as a “Redevelopment Project Area” (the “*Project Area*”) under the Act and adopting tax increment allocation financing, and accordingly, it is necessary that a date for such public hearing be established and notice thereof be given, all in accordance with the provisions of the Act.

Section 3. It is hereby determined that a public hearing (the “*Hearing*”) on the proposed Plan for the proposed Project Area, as legally described in *Exhibit A*, attached hereto and made a part hereof this Ordinance, shall be held on the 8th day of July, 2024, at 6:00 p.m., at the Government Center, 115 East Washington Street, Bloomington, Illinois.

Section 4. Within a reasonable time after the adoption of this ordinance, a copy of the Plan and Project along with the name of the contact person at the City shall be sent to the affected taxing districts by certified mail.

Section 5. Notice of the Hearing is hereby authorized to be given by publication and mailing, said notice by publication to be given at least twice, the first publication to be no more than thirty (30) nor less than ten (10) days prior to the Hearing in a newspaper of general circulation within the taxing districts having property in the Project Area, and notice by mailing to be given by depositing such notice in the United States mail by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Project Area and to each residential address located within the Project Area, not less than ten (10) days prior to the date set for the Hearing. In the event taxes for the last preceding year were not paid, notice shall also be sent to the persons last listed on the tax rolls within the preceding three (3) years as owner(s) of such property.

Section 6. Notice of the Hearing is hereby directed to be in substantially the form found in *Exhibit B* which is attached hereto and made a part hereof.

Section 7. The notice provided for in Section 5 is hereby directed to be given by mail, not less than forty-five (45) days prior to the date set for the Hearing, to all taxing districts of which taxable property is included in the proposed Project Area and to the Illinois Department of Commerce and Economic Opportunity (“DCEO”). Notice shall include an invitation to each taxing district and DCEO to submit written comments to the City, in care of the City Clerk of the City of Bloomington, Government Center, 115 East Washington Street, STE 103, Bloomington, Illinois 61701 concerning the subject matter of the Hearing prior to the date of the Hearing.

Section 8. It is hereby ordered that a Joint Review Board (the “Board”) shall be convened on the 3rd day of June, 2024, at 9:00 a.m., at the City of Bloomington, Government Center, 115 East Washington Street, Bloomington, Illinois 61701, which is not sooner than fourteen (14) days nor later than twenty-eight (28) days following the notice to be given to all taxing districts, as provided in Section 7 above, to review the public record, the proposed Plan and the proposed ordinances approving the proposed Plan. The Joint Review Board shall consist of a representative selected by the community college district, the local community unit school district, the township, and county, all of which have authority to directly levy taxes on the property in the proposed Project Area, a representative selected by the City, and a public member to be selected by a majority of the other Board members, and shall act in accordance with the applicable provisions of the Act.

Section 9. The document entitled *Downtown TIF Redevelopment Project Area Tax Increment Financing Redevelopment Plan and Project* has been available for inspection and review commencing the 12th day of April, 2024, which is more than 10 days prior to the adoption of this Ordinance at the City Clerk Department at the City of Bloomington, Government Center, 115 East Washington Street, STE 103, Bloomington, Illinois, during regular office hours.

Section 10. Notice of the establishment of an interested parties’ registry which entitles all registrants to receive information on activities related to the proposed designation of a redevelopment project area and the preparation of a redevelopment plan and project is hereby authorized.

Section 11. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 12. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 13. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 14. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 15. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 13th day of May, 2024

APPROVED this ____ day of May, 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

Legal Description

Downtown Redevelopment Project Area

Legal Description

City of Bloomington – Redevelopment Project Area Boundary

A part of Section 4 and the N½ of Section 9, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 17 in Block 4 of Durley's Addition, said point lying at the intersection of the east side of the public alley in said Block 4 and the north right of way line of Walnut Street; thence South along the east right of way line of the public alley in Block 7 in said Durley's Addition and the southerly extension thereof to the northwest corner of Lot 1 in Block 11 of said Durley's Addition on the south right of way line of Chestnut Street; thence West on said south right of way line to the northwest corner of said Block 11 on the east right of way line of East Street; thence South along said east right of way line to the southwest corner of said Block 11 on the north right of way line of Locust Street; thence East along said north right of way line to the southwest corner of Block 10 of said Durley's Addition on the east right of way line of Prairie Street; thence South along said east right of way line to the southwest corner of Block 3 in KH Fell's 2nd Addition to Bloomington on the north right of way line of Market Street; thence East on said north right of way line to the southwest corner Block 4 in said KH Fell's 2nd Addition on the east right of Gridley Street; thence South along said east right of way line to the southwest corner of the North 100 feet of Lot 6 in Block 2 in Evan's Addition to Bloomington; thence West 60 feet to the southeast corner of the North 100 feet of Lot 43 in White's Addition to Bloomington on the west right of way line of said Gridley Street; thence South along said west right of way line to the northeast corner of Lot 6 in said White's Addition to Bloomington on the south right of way line of Front Street; thence East 50 feet to the northwest corner of Block 7 in said Evan's 2nd Addition to Bloomington on the east right of way line of Gridley Street; thence South along said east right of way line and the southerly extension thereof to the north line of Block 2 of Schroeder's Addition to Bloomington on the south right of way line of Oakland Avenue; thence West on said south right of way line to the northeasterly right of way line of the Norfolk Southern Railroad; thence Northwesterly to a point at the intersection of the north right of way line of Oakland Avenue and the northerly right of way line of said Norfolk Southern Railroad; thence Northwesterly along said northerly railroad right of way line to the east right of way line of Main Street; thence South along said east right of way line to the northwest corner of Lot 1 in Wolcott's Addition to Bloomington on the south right of way line of Wood Street; thence West along said south right of way line to the northeast corner of Lot 1 in Hodler's Addition to Bloomington on the west right of way line of Center Street; thence North along said west right of way line to the northerly right of way line of the Norfolk Southern Railroad;

thence Northwesterly along said northerly railroad right of way line to the west right of way line of Lee Street; thence North on said west right of way line to the southeast corner of Parcel Two as conveyed to the City of Bloomington per the Warranty Deed recorded as Document No. 2005-24566; thence Northwesterly on the southerly line of said Parcel Two to the northwest corner thereof on the south right of way line of Olive Street; thence North to southwest corner of Parcel One as conveyed in said Document No. 20045-24566 on the north right of way line of Olive Street; thence Northeasterly on the northerly line of said Parcel One to the northeast corner thereof on the west right of way line of Lee Street; thence North along said west right of way line to the northeast corner of Lot 107 in James Allin's Addition to Bloomington on the south right of way line of Washington Street; thence West on said south right of way line to the northeast corner of Lot 1 in Leavitt's Subdivision to Bloomington on the west right of way line of Mason Street; thence North on said west right of way line and the northerly extension thereof to the north right of way line of Jefferson Street; thence East on said north right of way line to the southeast corner of Lot 3 in James Mason's Addition to Bloomington on the west right of way line of Oak Street; thence North on said west right of way line to point on the westerly extension of the north line of Lot 6 in Assessor's Subdivision of Block 32 of Allin, Gridley & Prickett's Addition to Bloomington; thence East on the north line of said Lot 6 and the easterly extension thereof to the west right of way line of Lee Street; thence North on said west right of way line to a point on the westerly extension of the north line of Lot 1 in George W. Anderson's Subdivision on the east right of way line of said Lee Street; thence South on said east right of way line to the southwest corner of Lot 2 in said George W. Anderson's Subdivision on the north right of way line of Monroe Street; thence East on said north right of way line to the southeast corner of Block 33 in said Allin, Gridley & Prickett's Addition to Bloomington on the west right of way line of Roosevelt Street; thence North along said west right of way line to the southeast corner of Lot 3 in Owner's Subdivision of Lot 9 and Part of Lot 8 in Block 16 of Allin, Gridley & Prickett's Addition to Bloomington on the north right of way line of Locust Street; thence East along said north right of way line to the southeast corner of Lot 11 in Block 12 in Durley's Addition to Bloomington on the west right of way line of the public alley; thence North along said west right of way line to the northeast corner of Lot 2 in said Block 12 on the south right of way line of Chestnut Street; thence West along said south right of way line to the northeast corner of Block 13 in Allin, Gridley & Prickett's Addition to Bloomington on the west right of way line of Main Street; thence North along said west right of way line to the southeast corner of Block 1 in said Allin, Gridley & Prickett's Addition to Bloomington on the north right of way line of Walnut Street; thence East along said north right of way line to the Point of Beginning.

Exhibit B

NOTICE OF PUBLIC HEARING

**CITY OF BLOOMINGTON, ILLINOIS, PROPOSED APPROVAL OF THE TAX INCREMENT
FINANCING REDEVELOPMENT PLAN FOR THE DOWNTOWN REDEVELOPMENT
PROJECT AREA**

Notice is hereby given that on the 8th day of July, 2024, at 6:00 p.m., at the City of Bloomington, Government Center, 115 East Washington Street, Bloomington, Illinois, a public hearing (the "*Hearing*") will be held to consider the approval of the proposed Downtown TIF Redevelopment Project Area Tax Increment Financing Redevelopment Plan and Project (the "*Plan*"), the designation of the Downtown TIF Redevelopment Project Area (the "*Project Area*") and the adoption of tax increment financing therefore. The Project Area consists of the territory legally described on *Exhibit A* and generally described as follows:

The Plan objectives are to reduce or eliminate blighting conditions, to enhance the tax base of the City and other affected taxing districts by encouraging private investment in residential, commercial, and other mixed-use development within the Project Area, and to preserve and enhance the value of properties therein, all in accordance with the provisions of the "Tax Increment Allocation Redevelopment Act," effective January 10, 1977, as amended (the "*Act*"). The City may issue obligations to finance project costs in accordance with the Plan, which obligations may also be secured by the special tax allocation fund and other available funds, if any, as now or hereafter permitted by law, and which also may be secured by the full faith and credit of the municipality.

At the Hearing, there will be a discussion of the Plan, designation of the Project Area, and the adoption of tax increment allocation financing for the Project Area. The Plan is on file and available for public inspection at the City Clerk Department at the City of Bloomington, Government Center, 115 East Washington Street, STE 103, Bloomington, Illinois.

Pursuant to the proposed Plan, the City proposes to facilitate redevelopment of the Project Area by incurring or reimbursing eligible redevelopment project costs, which may include, but shall not be limited to, studies, surveys, professional fees, property assembly costs, construction of public improvements and facilities, building and fixture rehabilitation, reconstruction, renovation and repair, financing costs, and interest costs, all as authorized under the Act. The Plan proposes to provide assistance by paying or reimbursing costs including, but not limited to, site assembly, analysis, professional services and administrative activities, public improvements and facilities, building rehabilitation, capital costs incurred by a taxing district as a direct result of a redevelopment project, the payment of financing and interest costs, and such other project costs as permitted by the Act pursuant to one or more redevelopment agreements.

Tax increment financing is a public financing tool that does not raise property taxes but is used to assist economic development projects by capturing the projected increase in the property tax revenue stream to be created by the increase of the assessed value of the development or development area and investing those funds in improvements associated with the project.

At the Hearing, all interested persons or affected taxing districts may file written objections with the City Clerk and may be heard orally with respect to any issues regarding the approval of the proposed Plan, designation of the Project Area, and adoption of tax increment allocation financing therefore.

The Hearing may be adjourned by the Mayor and City Council of the City without further notice other than a motion to be entered upon the minutes of the Hearing fixing the time and place of the subsequent hearing.

For additional information about the proposed Plan and Project and to file comments or suggestions prior to the hearing contact Ellen Robertson, Sr. Economic Development Specialist of the City of Bloomington, Government Center, 115 East Washington Street, Bloomington, Illinois, (309) 434-2443.

By Order of the Mayor and City Council of the City of Bloomington this ____ day of _____, 2024.

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.Q.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to (1) Amend the Effective Dates of the HomeServe USA Corp. Water Line and Sewer Lateral Protection and ServLine Leak Protection Programs, (2) Approve a Revised ServLine Insurance Renewal Application, and (3) Approve an Ordinance Amending the City of Bloomington Leak Adjustment Policy, as requested by the Finance Department and the Water Department.

RECOMMENDED MOTION: The proposed Amendments, Renewal Application, and Ordinance 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: On April 8, 2024 the City approved an agreement with HomeServe USA Corp. for Water Line and Sewer Lateral Protection, an Insurance Renewal Application for the Servline Leak Protection Program, and an Ordinance Amending the City of Bloomington Water Leak Adjustment Policy; with an effective date of May 31, 2024. Due to various operational needs, City staff and the vendors recommend changing the effective date to July 1, 2024. This will allow time to fully transfer data to the vendor and adequately notify all City residents.

A summary recap of the program changes approved on April 8, 2024 are as follows:

Renewal for Leak Protection Program effective 07/01/2024:

- Leak Limit: \$2,500 (increased from \$500)
- Leak Rate: \$.85 (decreased from \$1.05) (includes 10% administration fee)
- Leak Occurrence: 1 leak adjustment per 12 months over 2 billing cycles
- Qualifier: 2X's the average bill

Please note: Residents currently enrolled in Leak Protection will be automatically enrolled in this new program unless they opt out. More information will be provided prior to the renewal date for those residents wishing to enroll.

New off-billing Service Contract Program for Line Repair / Replacement effective 07/01/2024:

- Repair limit: \$8,500.00 per occurrence. No limit of the number of occurrences.
- Network of vetted plumbers scheduled by HomeServe.
- Directly Billed and contracted with the customer.

- Customer's payment to the plumber included in their monthly rate.
- Covers thawing of water lines
- ***Does not provide coverage for "wild cat" lines. The sewer line repair service contract does not cover the shared line. It will provide coverage for the customers' non-shared portion of the sewer line.**
- External Water Service Line Plan: \$5.25 per month
- External Sewer Service Line Plan: \$7.25 per month

Please note: Residents currently enrolled in Line Repair / Replacement coverage will receive information on how to enroll directly with the insurance carrier.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:

[FIN 2B Renewal Application](#)

[FIN 2C Ordinance](#)



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)

05/01/2024

AGENCY HomeServe USA 601 Merritt 7 6th Floor Norwalk CT 06851		CARRIER Assurant/Virginia Surety		NAIC CODE
		COMPANY POLICY OR PROGRAM NAME		PROGRAM CODE
		POLICY NUMBER U29U32SV0603-LEAK		
CONTACT NAME: Julie Ward		UNDERWRITER		UNDERWRITER OFFICE
PHONE (A/C, No, Ext): (423) 435-7702				
FAX (A/C, No):				
E-MAIL ADDRESS:				
CODE:		STATUS OF TRANSACTION		
SUBCODE:				
AGENCY CUSTOMER ID: 00021553				
		☐ QUOTE ☐ ISSUE POLICY ☒ RENEW		
		BOUND (Give Date and/or Attach Copy):		
		CHANGE DATE TIME		☒ AM
		CANCEL 07/01/2024 12:01		☐ PM

Lines of Business

INDICATE LINES OF BUSINESS	PREMIUM			PREMIUM			PREMIUM
BOILER & MACHINERY	\$		CYBER AND PRIVACY	\$		YACHT	\$
BUSINESS AUTO	\$		FIDUCIARY LIABILITY	\$	☒	CLP	\$
BUSINESS OWNERS	\$		GARAGE AND DEALERS	\$			\$
COMMERCIAL GENERAL LIABILITY	\$		LIQUOR LIABILITY	\$			\$
COMMERCIAL INLAND MARINE	\$		MOTOR CARRIER	\$			\$
COMMERCIAL PROPERTY	\$		TRUCKERS	\$			\$
CRIME	\$		UMBRELLA	\$			\$

Attachments

ACCOUNTS RECEIVABLE / VALUABLE PAPERS	GLASS AND SIGN SECTION	STATEMENT / SCHEDULE OF VALUES
ADDITIONAL INTEREST SCHEDULE	HOTEL / MOTEL SUPPLEMENT	STATE SUPPLEMENT (If applicable)
ADDITIONAL PREMISES INFORMATION SCHEDULE	INSTALLATION / BUILDERS RISK SECTION	VACANT BUILDING SUPPLEMENT
APARTMENT BUILDING SUPPLEMENT	INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	VEHICLE SCHEDULE
CONDO ASSN BYLAWS (for D&O Coverage only)	INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
CONTRACTORS SUPPLEMENT	LOSS SUMMARY	
COVERAGES SCHEDULE	OPEN CARGO SECTION	
DEALERS SECTION	PREMIUM PAYMENT SUPPLEMENT	
DRIVER INFORMATION SCHEDULE	PROFESSIONAL LIABILITY SUPPLEMENT	
ELECTRONIC DATA PROCESSING SECTION	RESTAURANT / TAVERN SUPPLEMENT	

Policy Information

PROPOSED EFF DATE 03/31/2024	PROPOSED EXP DATE 03/31/2025	BILLING PLAN ☐ DIRECT ☒ AGENCY	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT \$	MINIMUM PREMIUM \$	POLICY PREMIUM \$ 0.00
---------------------------------	---------------------------------	--	--------------	-------------------	-------	---------------	-----------------------	---------------------------

Applicant Information

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) City of Bloomington 603 W. Division Street Bloomington IL 61701		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #: (309)434-2426			
		WEBSITE ADDRESS www.cityblm.org			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		

CONTACT INFORMATION

AGENCY CUSTOMER ID: 00021553

CONTACT TYPE:				CONTACT TYPE:			
CONTACT NAME:				CONTACT NAME:			
PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL		SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL		PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL		SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL	
PRIMARY E-MAIL ADDRESS:				PRIMARY E-MAIL ADDRESS:			
SECONDARY E-MAIL ADDRESS:				SECONDARY E-MAIL ADDRESS:			

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC #	STREET		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
			INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
			INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
			INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
			INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N

NATURE OF BUSINESS

☐ APARTMENTS	☐ CONTRACTOR	☐ MANUFACTURING	☐ RESTAURANT	☐ SERVICE	DATE BUSINESS STARTED (MM/DD/YYYY)
☐ CONDOMINIUMS	☐ INSTITUTIONAL	☐ OFFICE	☐ RETAIL	☐ WHOLESALE	

DESCRIPTION OF PRIMARY OPERATIONS

RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:			INSTALLATION, SERVICE OR REPAIR WORK %	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %
---	--	--	--	---

DESCRIPTION OF OPERATIONS OF OTHER NAMED INSUREDS

DESCRIPTION OF OPERATIONS OF OTHER NAMED INSUREDS				
---	--	--	--	--

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☐ ADDITIONAL INSURED ☐ BREACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LENDER'S LOSS PAYABLE	☐ LIENHOLDER ☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE					LOCATION:		BUILDING:
						VEHICLE:		BOAT:
						AIRPORT:		AIRCRAFT:
						ITEM CLASS:	ITEM:	
						ITEM DESCRIPTION		
REASON FOR INTEREST:		REFERENCE / LOAN #:		INTEREST END DATE:				
		LIEN AMOUNT:		PHONE (A/C, No, Ext):		FAX (A/C, No):		
				E-MAIL ADDRESS:				

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES				Y / N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?				
PARENT COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?				
SUBSIDIARY COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?				
☐ SAFETY MANUAL	☐ SAFETY POSITION	☐ MONTHLY MEETINGS	☐ OSHA	☐
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?				
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)				
LINE OF BUSINESS	POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER	
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)				
☐ NON-PAYMENT	☐ AGENT NO LONGER REPRESENTS CARRIER	☐		
☐ NON-RENEWAL	☐ UNDERWRITING	☐ CONDITION CORRECTED (Describe):		
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?				
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).				
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?				
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?				
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?				
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:				
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)				
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?				
14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)				
15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)				

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**PRIOR CARRIER INFORMATION**

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

PRIOR CARRIER INFORMATION (continued)

AGENCY CUSTOMER ID: 00021553

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY

Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST ____ YEARS

TOTAL LOSSES: \$

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBROGATION Y / N	CLAIM OPEN Y / N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)

(Applicant's Initials): _____

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE 	PRODUCER'S NAME (Please Print) Arnold M. Slater Jr.	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER

AGENCY CUSTOMER ID: 00021553

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY HomeServe USA		NAMED INSURED City of Bloomington	
POLICY NUMBER U29U32SV0603-LEAK			
CARRIER Assurant/Virginia Surety	NAIC CODE	EFFECTIVE DATE: 07/01/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 125 **FORM TITLE:** Commercial Application

Policy

CLP - Leak

Water/Sewer Combined Loss Protection Residential: Rate Per Customer Per Month: \$0.77

Protection Limit: \$2500

Qualifier: 2x average bill

Occurrences: 1 adjustment per 12 months over 2 billing cycles

Adjustments on water bills will NOT be made for the following:

- Residential customers who do not have a water meter and/or who are not the responsible party for the utility bill.
- Commercial or Industrial Customers.
- Premises left or abandoned without reasonable care for the plumbing system. For example, unattended home that have not had meter turned off and water drained from plumbing system, or homes that have been left for any period of time without heat.
- Leaks on irrigation systems or irrigation lines, leaks in water features such as fountains, etc.
- Negligent acts such as leaving water running. For example, Leaving the outside water faucet on, interior faucets left running, and/or any other water left on in the home without a faulty plumbing issue. There must be an actual break and repair for leak reimbursement.
- Filling of swimming pools or leaks in swimming pools.
- Watering of lawns and gardens.

CLP

Date 05/01/2024

Agency

HomeServe USA
601 Merritt 7
6th Floor

Norwalk CT

06851

Phone (423) 435-7702

FAX

Code Subcode

Email servline.emails@homeserveusa.com

Applicant

City of Bloomington

603 W. Division Street

Bloomington

IL

61701

Res. Phone

Bus. Phone (309) 434-2426

FAX

Agency Customer ID 00021553

Policy Information

Policy # U29U32SV0603-LEAK

Company Assurant/Virginia Surety
Plan

NAIC Code

Effective Date 07/01/2024

Expiration Date 07/01/2025

Underwriter

Bill Method

Agency X Direct

Pay Plan

Transaction Renew policy

Transaction Effective 07/01/2024

Coverages

Limit 1

Limit 2

Limit 3

Deductibles

Premium

Residential Water & Sewer Combined

2500

NA

NA

.77

Remarks

Premium rate is per customer per month.

Additional Interests

Name NA

Contact

Address

Phone

FAX

☐

Payor

☐

Certification Required

Interest

Name NA

Contact

Address

Phone

FAX

☐

Payor

☐

Certification Required

Interest

Applicant's Signature

Date

Producer's Signature



Date

05/01/24

ORDINANCE NO. 2024 - _____

AN ORDINANCE AMENDING THE CITY OF BLOOMINGTON
WATER LEAK ADJUSTMENT POLICY

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter "City") is an Illinois home-rule municipality; and

WHEREAS, the City currently has in place in its City Code provisions for the policy of water billing adjustments which is contained in the "City of Bloomington Water Leak Adjustment Policy"; and

WHEREAS, since 2021, the City has partnered with HomeServe USA and/or ServLine, its affiliates, subsidiaries, and/or assignees, hereinafter referred to as "Servline," to provide the City's residential water customers with water leak adjustment insurance coverage for one (1) adjustment of up to \$500 each year; and

WHEREAS, effective July 1, 2024, said water leak adjustment insurance coverage will be increased to \$2,500 each year; and

WHEREAS, effective July 1, 2024, ServLine will no longer offer line protection on its insurance policy; and

WHEREAS, the City desires to continue offering such line protection to its water customers; and

WHEREAS, a similar line protection program is available to customers off-bill through Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America; and

WHEREAS, the City Council desires to update the "City of Bloomington Water Leak Adjustment Policy" to accurately reflect the changes to the line protection program.

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

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

Section 2. That the "City of Bloomington Water Leak Adjustment Policy" shall be amended as set forth on Exhibit A.

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

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

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

PASSED this 13th day of May 2024.

APPROVED this _____ day of May 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON WATER LEAK ADJUSTMENT POLICY

EXHIBIT A

City of Bloomington Water Leak Protection Program Policy

In accordance with Bloomington City Code Article V, Section 37, any and all requests for adjustments to City services utility bills shall be in accordance with the procedures and subject to the limitations contained within this Water Leak Adjustment Policy.

Section 1. Customer's Responsibility

The City's ownership and maintenance obligations, as outlined by City Code, for the water distribution system includes the public water mains. The customer's ownership and maintenance obligations, as outlined by City Code, includes the customer's tap at the water main and the water service line extending to the structure, as well as the premise plumbing and fixtures. Though City Code outlines the above delineation of ownership and maintenance obligations, the City, through practice, has maintained residential service lines from the public water main to and including the curb stop. Based on this practice, the residential customer is responsible for the water service line from the curb stop to the structure, as well as the premise plumbing and fixtures. It is the customer's responsibility to keep his or her water lines and plumbing system in good working order. That said, water leaks do occur from time to time resulting in unexpectedly high City services utility bills.

Section 2. Water Leak Adjustment Protection

The City of Bloomington has partnered with HomeServe USA and/or ServLine, its affiliates, subsidiaries, and/or assignees, hereinafter referred to as "Servline," to provide the City's residential water customers with water leak adjustment insurance coverage for one (1) adjustment of up to ~~\$500~~ \$2,500 each year. This coverage provides payment of unexpectedly high City services utility bills due to qualifying leaks. See item H below for services impacted by this protection. The following conditions, provisions, and limitations apply:

(A) Qualifying Leaks - Any leak, other than those non-qualifying leaks listed below, that generates a minimum additional charge resulting in a City services utility bill that is twice the average water bill of that customer calculated over a twelve (12) month period, up to a maximum adjustment of ~~five hundred (500)~~ twenty five hundred (2,500) dollars during any twelve (12) month period. For water customers who have been on the City's water system for less than twelve (12) months, a water leak adjustment will not be made until at least three (3) months of average usage has been established.

(B) Non-Qualifying Leaks or Usage - The following leaks or use of water do not qualify for a water leak adjustment under this policy:

1. Commercial or Industrial customers;

2. Residential customers who do not have a water meter and/or who are not the responsible party for the City services utility bill;
3. Leaks associated with structures that have been left or abandoned without reasonable care for the plumbing system (i.e. unattended homes that have not had the meter turned off and water drained from plumbing system or homes that have been left for any period of time without heat);
4. Leaks on irrigation systems or irrigation lines;
5. Filling of water features, such as fountains or fish ponds, or leaks associated with water features;
6. Filling of, leaks associated with, and/or general water usage associated with outdoor recreational activities such as, but not limited to, hot tubs, pools, slip-n-slides, and sprinklers;
7. Negligent or intentional acts such as leaving water running (i.e. leaving the outside water faucet on, interior faucets left running, and/ or any other water left on in the home without a faulty plumbing issue), meaning there must be an actual break and repair for leak reimbursement;
8. Leaks in any structure other than the primary residential structure, such as, but not limited to, detached garages or storage buildings;
9. Filling swimming pools or leaks in swimming pools;
10. Watering of lawns or gardens; and
11. Washing or pressure-washing driveways, cars, windows or siding of any structure; and
12. Master-metered multi-habitational accounts.

(C) Submission of Claims –

1. Claims must be submitted to Servline within ninety (90) days from the billing date.
2. Claims must be accompanied by proof that the leak has been repaired before an adjustment will be made (i.e. copy of invoice for materials, bill from plumber, receipt for repair parts utilized by the homeowner for repair, meter consumption information (when available)).
3. Call Servline to initiate a claim.

(D) Limitations - A leak adjustment can encompass no more than two (2) billing cycles. No customer shall receive more than one (1) leak adjustment during any twelve (12) month period. Water leak adjustment coverage assists with the payment of high City services utility bills due to qualifying water leaks but does not provide any reimbursement for the repair or replacement of water lines or plumbing fixtures.

(E) Monthly Fees - Monthly fees shall be established by the City for residential customers. Monthly fees will be established by adding a ten (10) percent City administration fee

to the Servline established monthly fees. Customers are obligated to pay the monthly fee for the water leak adjustment policy unless the customer has properly declined protection as provided herein.

(F) Enrollment - Residential customers are automatically enrolled when a new account is established. There is a thirty (30) day waiting period for water leak adjustment coverage to take effect after the new account is established. Water leak adjustment coverage fees will be included on the monthly City utility services bill.

(G) Customer Option to Decline Program - Water customers are entitled to decline the water leak adjustment protection set out in this policy by calling Servline. Customers that have opted out of this program will not be entitled to any adjustment to their City services utility bills and the water customer will remain fully responsible for any and all amounts due. Customers may re-enroll in the water leak adjustment program after they have opted out of the program. There is a thirty (30) day waiting period for water leak adjustment coverage to take effect after the customer is re-enrolled in the program.

(H) Services Impacted - Leak adjustments approved are applicable to water, utility tax, sewer, and Bloomington-Normal Water Reclamation District (BNWRD) charges.

Section 3. Water Line and Sewer Lateral Protection

Optional coverage for water line and/ or sewer lateral break coverage is available for residential water customers through Servline Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America. These off-bill options are voluntary and, if added, can provide up to ~~ten thousand (10,000)~~ eight thousand five hundred (8,500) dollars in coverage for repair and/ or replacement of broken water lines and/or sewer laterals. For more information on these protection options or to add these coverages please contact Servline Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America.

Section 4. How to Contact Servline or Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America

All questions or comments concerning this water leak adjustment policy or water line and sewer lateral protection should be directed to Servline or Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America.

Section 5. Effective Date - This policy shall be effective beginning ~~June~~ July 1, 2024.

ADOPTED this 13th day of May 2024.

APPROVED this ___ day of May 2024.



CONSENT AGENDA ITEM NO. 8.R.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year (FY) Ending April 30, 2025, to Utilize Fund Balance and Increase the General Fund Budget by \$517,500, and Approving a \$517,500 Contingency to Purchase Twelve (12) Vehicles that were Ordered with FY24 Budgeted Funds what were Cancelled, as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Ordinance and Contingency be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND:

Public Works' Fleet Management Division serves as the City's in-house repair garage but also performs additional tasks for the City, such as developing specifications for vehicles and equipment, making recommendations to Council for new purchases, purchasing fuel, purchasing items for equipment fitting, and performing maintenance and repair. The COVID-19 Pandemic created supply chain issues that continue to impact vehicles and equipment purchases across the globe, and the availability of vehicles and equipment has been reduced significantly. In addition, vehicles and equipment that are available are often difficult to obtain because of the highly competitive market and limited timeframes to commit to a purchase. Staff consistently monitor joint purchasing contracts and stay in contact with dealers, suppliers, vendors, and other organizations in the industry to help ensure the City doesn't miss an opportunity.

Although the Vehicle Ordinance has helped tremendously in obtaining vehicles for City operations, we are experiencing a high volume of vehicles ordered in FY 24 that are being cancelled. 12 vehicles ordered with FY 24 Budgeted Funds were cancelled and are still needed by Parks Maintenance, Building Safety, Community Enhancement, Fire, and Parking but it is now necessary to request a budget amendment ordinance to allow for the purchase of these vehicles. When ordered in 2024, the total cost of all 12 vehicles was \$417,049.26. Due to the volatile market, all of these vehicles will be more costly to purchase in FY 25. Below is a breakdown of the estimated change in price:

Park Maintenance (2 Vehicles) - FY 24 Original Cost = \$99,536.62 Estimated FY 25 Cost = \$130,000

Fire (3 Vehicles) - FY 24 Original Cost = \$160,435.20 Estimated FY 25 Cost = \$205,500
Economic & Community Development (6 Vehicles) - FY 24 Original Cost = \$134,181.90
Estimated FY 25 Cost = \$156,000
Parking (1 Vehicle) - FY 24 Original Cost = \$22,985.54 Estimated FY 25 Cost = \$26,0000

Total FY 24 Original Cost = \$417,139.26 Estimated FY2 5 Cost = \$517,500
Total Estimated Cost Difference = \$100,360.74

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the Fleet Management Division will move forward attempting to procure the 12 vehicles that were included and ordered as part of the FY 2024 Budget, but subsequently the manufacturer cancelled the order. The following Divisions Budgets will be increased in FY 2025 if the budget amendment is approved:

1. Parks Maintenance-Capital Outlay Licensed Vehicle account (10014110-72130)-increased by \$130,000 for 2 vehicles.
2. Fire-Capital Outlay Licensed Vehicle account (10015210-72130)-increased by \$205,500 for 3 vehicles.
3. Building Safety-Capital Outlay Licensed Vehicle account (10015410-72130)-increased by \$78,000 for 3 vehicles.
4. Community Enhancement-Capital Outlay Licensed Vehicle account (10015430-72130)-increased by \$78,000 for 3 vehicles.
5. Parking Operations-Capital Outlay Licensed Vehicle account (10015490-72130)-increased by \$26,000 for 1 vehicle.

Additional account information regarding the budget amendment can be found in the 'Exhibit' document.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Carla Murillo, Procurement Manager

ATTACHMENTS:

[FIN 2B Ordinance](#)

[FIN 2C Ordinance Exhibit A](#)

ORDINANCE NO. 2024 – ____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR (FY) ENDING APRIL 30, 2025, TO UTILIZE FUND BALANCE AND INCREASE THE GENERAL FUND BUDGET BY \$517,500, AND APPROVING A \$517,500 CONTINGENCY TO PURCHASE TWELVE (12) VEHICLES THAT WERE ORDERED WITH FY24 BUDGETED FUNDS THAT WERE CANCELLED

WHEREAS, on April 8, 2024, by Ordinance Number 2024-024, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2024, and Ending April 30, 2025, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 9, 2024; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2025 Budget to increase the FY 2025 General Fund Budget by \$517,500 utilizing General Fund Balance (Reserves), for the purchase of twelve (12) vehicles: (2) for Parks Maintenance, (3) for Fire, (3) for Building Safety, (3) for Community Enhancement and (1) for Parking Operations) that were included in the FY 2024 Budget, but have since been cancelled by the manufacturer, as requested by the Fleet and Finance Departments.

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

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

Section 2. Ordinance Number 2024-024 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2024) is hereby amended by inserting the following line items and amount presented in Exhibit A and in the appropriate place in said Ordinances.

Section 3. Except as provided for herein, Ordinance Number 2024-024 shall remain in full force and effect.

Section 4. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

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

Section 6. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 13th day of May 2024.

APPROVED this ____ day of May 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2025 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
10010010-40000	General	Non-Departmental-Use of Fund Balance	\$ (517,500.00)
10014110-72130	General	Parks Maintenance-Capital Outlay Licensed Vehicle	\$ 130,000.00
10015210-72130	General	Fire-Capital Outlay Licensed Vehicle	\$ 205,500.00
10015410-72130	General	Building Safety-Capital Outlay Licensed Vehicle	\$ 78,000.00
10015430-72130	General	Community Enhancement-Capital Outlay Licensed Vehicle	\$ 78,000.00
10015490-72130	General	Parking Operations-Capital Outlay Licensed Vehicles	\$ 26,000.00
Net Transaction:			\$ -



CONSENT AGENDA ITEM NO. 8.S.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: Ward 3

SUBJECT: Consideration and Action on an Application from Empire Buds, LLC, d/b/a Crafted Commons, located at 1101 Airport Rd., Requesting Approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Change in Ownership be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: Empire Buds, LLC (Applicant) is requesting approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, which is located at 1101 Airport Rd.

The City Code requires that whenever there will be more than a 5% change in ownership of a corporate license holder, the change must be approved by the Liquor Commission. The corporate license holder is now seeking approval for this change.

The ownership structure changes are reflected below:

Current Ownership: Jason Dunn, 23%; Michelle Anderson, 20%; Joey Dimichele, 19%; Kraig Garber, 19%; Mitchell Davidson, 10%; and Ron Hayward, 9%.

Proposed Ownership: Jason Dunn, 23%; Michelle Anderson, 20%; Joey Dimichele, 19%; Kraig Garber, 19%; and Kevin Cox, 19%.

On April 9, 2024, the Liquor Commission positively recommended the Change in Ownership as requested.

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 the City Code, a public notice was published on March 31, 2024, in The Pantagraph. 6 notices were mailed to properties adjacent to the Applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class RAS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Budget Overview & General Fund" on page 121. 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.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: ED-1 Ensure a broad range of employment opportunities for all residents. ED-1.1 Focus on retention and expansion of existing businesses.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 5B Application](#)

[CLK 5C Minutes](#)

04/14/2024

City Clerk Requirement Verification Memo

To: City Council Review

Re: EMPIRE BUDS, LLC

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

- Full, Completed Application
- Letter Outlining Change in Ownership, Signed by Both Parties
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Paid \$400 Application Fee

Current Ownership

- 23% Jason Dunn
- 20% Michelle Anderson
- 19% Joey Dimichele
- 19% Kraig Garber
- 10% Mitchell Davidson
- 09% Ron Hayward

Proposed Ownership

- 23% Jason Dunn
- 20% Michelle Anderson
- 19% Joey Dimichele
- 19% Kraig Garber
- 19% Kevin Cox

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



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Empire Buds, LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	CRAFTED Commons
Legal Entity Address <i>(including City, State, and Zip)</i>	1111 E Monroe St., Bloomington, IL 61701
Legal Entity Phone Number	
Legal Entity Email Address	jason@craftedcommons.com
Establishment Address including Zip	1101 Airport Rd., Bloomington, IL 61704
Establishment Phone Number	(309)807-9401
Establishment Email Address	jason@craftedcommons.com
*Email Address for <u>ALL</u> City Communications:	kraig@craftedcommons.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
Kraig Garber	Heyworth	IL	61745
Phone Number	Email Address		
	kraig@craftedcommons.com		

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

Name (First & Last)	City	State	Zip
Jason Dunn	Bloomington	IL	61701
Phone Number	Email Address		
	jason@craftedcommons.com		

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

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		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:

- 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.

- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

- ☐ Yes ☒ No **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.)

- 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.
- 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?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ 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) Restaurant
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) RAS
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: _____
We wish to continue to provide alcohol sales to complement our food service and recreational activities.
7. If approved, how would the liquor license benefit the City and its residents? _____
It would provide a better dining and recreational experiences for the city and its residents.
8. ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
Live music will predominately occur on weekends.
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:	9am	12am
Tuesday:	9am	12am
Wednesday:	9am	12am
Thursday:	9am	12am
Friday:	9am	1am
Saturday:	9am	1am
Sunday:	9am	12am
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?
Vision Point 8am-6pm; Ancho & Agave 11am-10pm; Biaggis 11am-10pm
 - 2B. Is the area predominately residential, are they single or multi-family homes?
The area is not predominately residential
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
Airport Rd. runs in front of the business with four lanes and two way traffic. Galena Rd. runs behind the business and is also two way.
4. How much additional traffic is expected to be generated with a liquor license? _____
It is a high traffic area, and we expect that to continue.
5. Describe any and all on- and off-street parking: _____
The business has 35-40 spaces of its own parking. Galena Rd. does have some street parking available.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 2

**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: The business currently holds a liquor license. We are completing this application because we are bringing on new partners/owners.
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.

Kraig W Garber

partner.owner

Name (Please Print)

Title

3/4/24

Signature

Date

March 4, 2024

Empire Buds, LLC
DBA CRAFTED Commons
1101 Airport Rd.
Bloomington, IL 61704

Re: Notification of Change in Ownership

Bloomington Liquor Commission and City Council:

I am writing to seek your approval for a change in ownership for Empire Buds, LLC d/b/a CRAFTED Commons, located at 1101 Airport Rd. The previous ownership structure and current ownership structure for which we are seeking your approval is outlined below. CRAFTED Commons currently holds a class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license. This change in ownership does not require any change to day to day business operations. We are asking for this change to go into effect pending approval of the April 9, 2024 Liquor Commission Meeting and April 22, 2024 City Council Meeting.

Previous Ownership Structure

Name:	DOB:	%:	Address:
Jason Dunn	07/06/1984	23%	1111 E. Monroe St, Bloomington, IL 61701
Michelle Anderson	10/07/1967	20%	2708 Clearwater Ave, Bloomington, IL 61704
Joey Dimichele	05/06/1964	19%	1103 Elmwood, Bloomington, IL 61701
Kraig Garber	12/27/1979	19%	14602 Knob Hill Dr, Heyworth, IL 61745
Mitchell Davidson	02/20/1989	10%	1330 S. Whittier Ave, Springfield, IL 62704
Ron Hayward	11/16/1956	9%	2617 Arlington Dr, Springfield, IL 62704

Current Ownership Structure

Jason Dunn,	07/06/1984	23%	1111 E. Monroe St, Bloomington, IL 61701
Michelle Anderson	10/07/1967	20%	2708 Clearwater Ave, Bloomington, IL 61704
Joey Dimichele	05/06/1964	19%	1103 Elmwood, Bloomington, IL 61701
Kraig Garber	12/27/1979	19%	14602 Knob Hill Dr, Heyworth, IL 61745
Kevin Cox	11/25/1958	19%	1 Chloe Court, Bloomington, IL 61704

If you have any questions or require additional information, please don't hesitate to let me know.

Sincerely,

[Redacted]
Kraig W Garber, Partner/Owner CRAFTED Commons

[Redacted]
kraig@craftedcommons.com

[Redacted] Date: 3/14/2024
Mitchell Davidson (former partner/owner)

[Redacted] Date: 3-15-2024
Ron Hayward (former partner/owner)

[Redacted] Date: 3-15-2024
Kevin Cox (current partner/owner)



LIQUOR COMMISSION - REGULAR SESSION
TUESDAY, APRIL 9, 2024, 4:00 PM

The Liquor Commission convened in regular session at 4:00 PM, April 9, 2024. Commissioner Meister called the meeting to order.

Roll Call

Attendee Name	Title	Status
Lindsey Meister	Commissioner	Present
Mboka Mwilambwe	Commissioner	Absent

Staff Advisors

Attendee Name	Title	Status
Amanda Stutsman	Deputy City Clerk	Present
George Boyle	Asst. Corporation Counsel	Present
Chris McAllister	Building Official	Present
Paul Williams	Asst. Police Chief	Absent

Public Comment

No Public Comment was received.

Consent Agenda

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

Commissioner Meister approved the Consent Agenda as presented.

Item 4.A. Consideration and Action on Approving the Minutes of the March 12, 2024, Regular Liquor Commission Meeting. (Recommended Motion: The proposed Minutes be approved.)

Regular Agenda

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

The following item was presented:

Item 5. A. Public Hearing and Action on an Application from Empire Buds, LLC, d/b/a Crafted Commons, located at 1101 Airport Rd., Requesting Approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:02 p.m.

Michelle Anderson, Owner of Empire Buds, LLC, after being sworn, addressed the Commission.

Ms. Anderson explained that two owners were being removed and that Kevin Cox would be added.

Commissioner Meister asked if there would be any management changes. Ms. Anderson answered no.

George Boyle, Asst. Corporation Counsel, asked if the new owner, Kevin Cox, had a criminal background. Ms. Anderson answered no.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:04 p.m.

Commissioner Meister positively recommended the Item to Council as presented.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from Chi Family Express, LLC, located at 3907 General Electric Rd., Units 5 & 6, Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:04 p.m.

Jacob Konczyk and Gautam Patel, Owners of Chi Family Express, LLC, after being sworn, addressed the Commission.

Mr. Patel explained that the application was originally for only Unit 6, but they would plan to have Unit 5 in the future. He then explained that because they would not want to wait until Unit 5's construction was completed to start a license, they requested to amend the application again to only include Unit 6.

Amanda Stutsman, Deputy City Clerk, explained that if approved, the City would work with the applicants to make the requested changes to the application before it would go to Council.

Commissioner Meister asked what the hours of operation were. Mr. Konczyk answered that Sunday through Thursday they were open from 11 a.m. - 9:30 p.m. and on Friday and Saturday they were open from 11 a.m. to 10 p.m.

Commissioner Meister asked what the occupancy was. Mr. Konczyk answered that the space was designed for take-out only. Mr. Patel noted that they would modify the space to have tables for customers to sit in and eat.

Commissioner Meister asked how many employees would work and be BASSET certified. Mr. Konczyk explained that they did not have dine-in employees at this time, but they would make sure everyone who needed to be Certified, would be.

Mr. Patel explained that he had experience in the field and with BASSET Certified employees.

George Boyle, Asst. Corporation Counsel, asked what each representative's position and interest in the company was. Mr. Patel answered that both were owners and he owned 30% while Mr. Konczyk owned 35%.



CONSENT AGENDA ITEM NO. 8.T.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: Ward 3

SUBJECT: Consideration and Action on an Application from Chi Family Express, LLC, located at 3907 General Electric Rd., Unit 6, Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: Chi Family Express, LLC (Applicant) is requesting the creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) liquor license. The premises will be located at 3907 General Electric Rd., Unit 6.

The Applicant originally appeared at Liquor Commission for Units 5 & 6 but requested to amend their application to only include Unit 6.

On April 9, 2024, the Liquor Commission positively recommended the Class RBS License in Unit 6 only.

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 the City Code, a public notice was published on March 31, 2024, in The Pantagraph. 22 notices were mailed to properties within 500 ft. of the Applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class RBS Liquor License is \$1,500 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Budget Overview & General Fund" on page 121. 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.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: ED-1 Ensure a broad range of employment opportunities for all residents. ED-1.1 Focus on retention and expansion of

existing businesses.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 4B Application](#)

[CLK 4C Minutes](#)

04/14/2024

City Clerk Requirement Verification Memo

To: City Council Review

Re: CHI FAMILY EXPRESS, LLC

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

- Full, Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Lease Agreement
- Computer Generated Site/Floor Plan
- Financial Statement
- Articles of Organization
- Bloomington/Normal Food and Beverage Tax Registration Form
- Paid \$400 Application Fee

Due before License Issuance:

- Insurance
- Bond
- ECD Inspection
- Health Dept. Inspection

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



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Chi Family Express LLC
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	Chi Family Express
Legal Entity Address (including City, State, and Zip)	3907 General Electric Road Unit 6, Bloomington, IL
Legal Entity Phone Number	(309)808-0142
Legal Entity Email Address	chifamilyexpress@gmail.com
Establishment Address including Zip	3907 General Electric Road Unit 6, Bloomington, IL
Establishment Phone Number	(309)808-0142
Establishment Email Address	chifamilyexpress@gmail.com
*Email Address for ALL City Communications:	chifamilyexpress@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
Kevin Chi	Lincoln	IL	62656
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
Gautam Patel	Bloomington	IL	61704
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
Jacob Konczyk	Lincoln	IL	62656
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		2021 Fees	
		Semi	Annual	Semi	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	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		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:

- 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.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☐ Yes **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:* _____
☒ No
☐ N/A

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

- 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.
- 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?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ 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) Restaurant
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) RB
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: Increase business in the area
7. If approved, how would the liquor license benefit the City and its residents? Increase revenue taxes; additional small business establishment for local to find a sense of community
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? Food
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 am	10 pm
Tuesday:	11 am	10 pm
Wednesday:	11 am	10 pm
Thursday:	11 am	11 pm
Friday:	11 am	12 pm
Saturday:	11 am	12 pm
Sunday:	11 am	10 pm
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?
Bank 8 am - 5 pm on weekdays, Hotel, Financial institution
 - 2B. Is the area predominately residential, are they single or multi-family homes?
Single Family
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
General Electric Road, 2 lane both ways, no side of street parking/ Leslie Drive 1 lane 2 ways, allows side of road parking
4. How much additional traffic is expected to be generated with a liquor license? 2 times traffic
5. Describe any and all on- and off-street parking: 2 parking lots, one in front of the building - 1 behind the building; off street parking on Leslie
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 1



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: Gautam Petel has had a license before held in Lincoln 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:* _____
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.

Kevin Chi

Name (Please Print)

Owner

Title

01/31/2024

Date

Signature

TENANT IMPROVEMENT AT:
3907 GE ROAD
UNIT 6
BLOOMINGTON, IL

SHEET LISTING

- C-0
COVER SHEET
A-1
DEMOLITION & FLOOR PLANS
H-1
HVAC PLAN/ROOF PLAN
H-2
HVAC DETAILS
H-3
PLUMBING PLAN & SCHEMATICS
E-1
ELECTRICAL & LIGHTING PLAN



BRYAN W. DUNN, ARCHITECT
1103 PINE MEADOWS CT
NORMAL, ILLINOIS 61761
PHONE (309) 824-7251
EMAIL D6DESIGN@COMCAST.NET

TENANT

KEVIN CHI

CONTRACTOR

ARCHITECT

BRYAN W. DUNN, ARCHITECT
PHONE (309) 824-7251
EMAIL D6DESIGN@COMCAST.NET
1103 PINE MEADOWS CT
NORMAL, ILLINOIS 61761



MUNICIPAL DATA

MUNICIPAL DATA
ZONING CLASSIFICATION: B-1 HIGHWAY BUSINESS DISTRICT
OCCUPANCY LOAD: 15 PERSONS
CONSTRUCTION TYPE: 1B NON-COMBUSTIBLE NON-SPRINKLERED
INTERNATIONAL BUILDING CODE 2006
INTERNATIONAL ENERGY CODE 2006
INTERNATIONAL MECHANICAL CODE 2009
INTERNATIONAL PLUMBING CODE 2014
NATIONAL ELECTRICAL CODE 2008
NATIONAL FIRE ALARM & SIGNALING CODE 2010
OCCUPANCY DATA
THIS IS A TAKE-OUT RESTAURANT ONLY, NO SEATING PROVIDED
FOR DINING PURPOSES
NO MORE THAN 5 EMPLOYEES WORKING AT ONE TIME

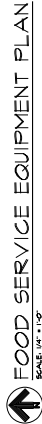
GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND INSURANCE AND TO PROVIDING THE NECESSARY FIELD CONDITIONS AND SCHEDULING TO PROCEED WITH CONSTRUCTION.
2. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A GUIDE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
3. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

COVER SHEET

SCALE: 1/4" = 1'-0"

SHEET C-0

[illegible][illegible][illegible]

PROJECT NO.		DATE
CAD FILE NAME	3907 GE Road.dgn	3-16-21
DRAWN BY	BWD	
CHECKED BY		
APPROVED BY		

FOODSERVICE EQUIPMENT

SCALE: 1/4" = 1'-0"



BRYAN W. DUNN, ARCHITECT
1103 PINE MEADOWS CT
NORMAL, ILLINOIS 61761
PHONE (309) 824-7251
EMAIL D6DESIGN@COMCAST.NET

PROJECT NAME	TENANT IMPROVEMENT AT:
UNIT 6	
3907 GE ROAD	
BLOOMINGTON, IL	

OWNER

PROJECT NAME
TENANT IMPROVEMENT AT: UNIT 6 3907 GE ROAD BLOOMINGTON, IL

OWNER

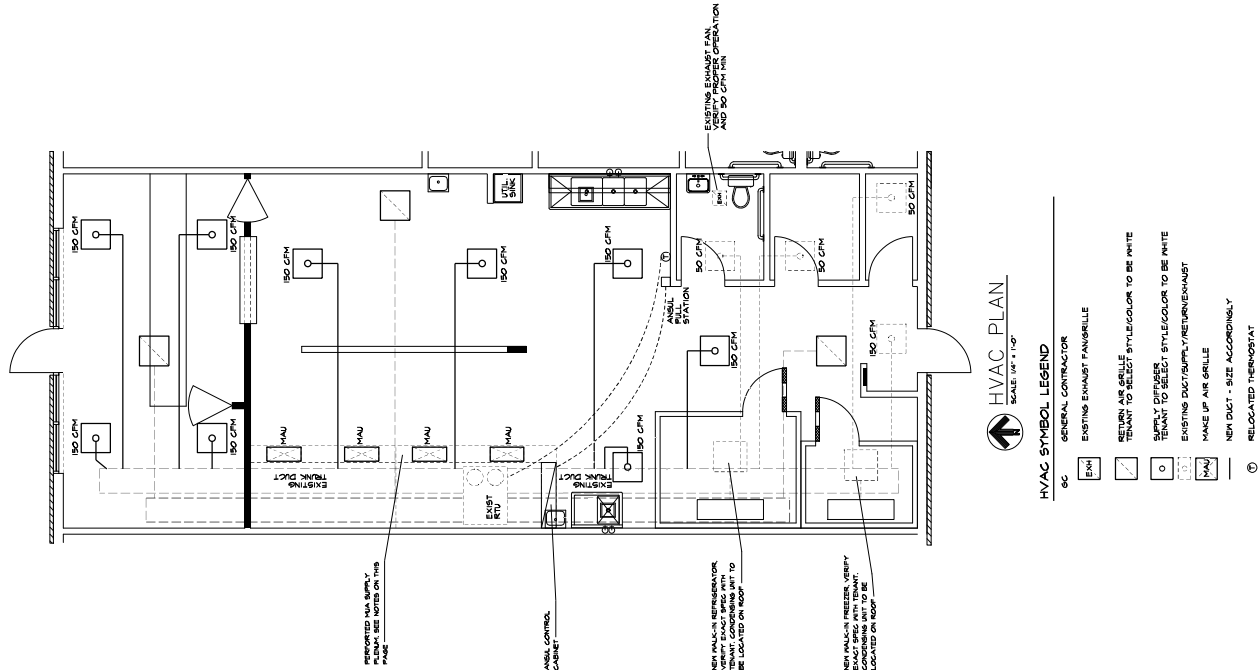
PROJECT NO.		DATE
CAD FILE NAME	3907 GE Road.dgn	3/16/21
DRAWN BY	BWD	
CHECKED BY		
APPROVED BY		
REV.		

SHEET TITLE
HVAC PLAN

SCALE: 1/2" = 1'-0"

SHEET

H-1



BASIS OF DESIGN

STING ROOF TOP UNIT (RTU):
LENNOX
T CLASS
(CONTRACTOR TO VERIFY EXACT SPECS)

EXHAUST SYSTEM NOTES

- [illegible]

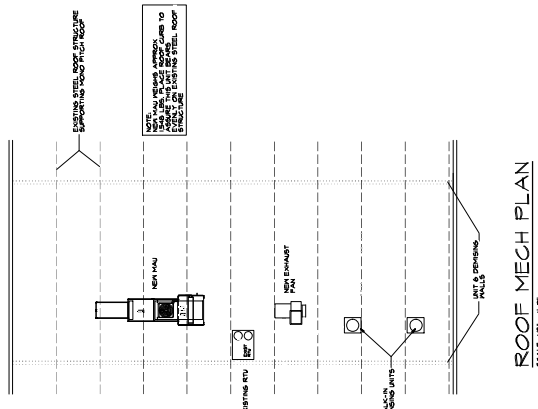
GENERAL MECHANICAL NOTES

EXISTING ROOFTOP UNITS:

CONTRACTOR TO VERIFY
EXISTING MECHANICAL UNITS ARE TO REMAIN AS IS
EXISTING DUCTWORK TO REMAIN AS MUCH AS POSSIBLE

- [illegible]

EXHAUST FAN, HOOD, AND INTERCONNECTING DUCTWORK PROVIDED BY FOOD SERVICE EQUIPMENT SUPPLIER.



ROOF MECHANICAL PLAN

DOI: 10.1002/for

WOOD		TAG	POS	LENGTH	WIDTH	HEIGHT	TYPE	REISERS			
NO								WIDTH	LENGTH	CFM	SP
1			FRONT	132"	14"	6"	MUA	12"	20"	800	0.191"
							MUA	12"	20"	800	0.191"
2			FRONT	120"	14"	6"	MUA	12"	20"	800	0.206"
							MUA	12"	20"	800	0.206"

WIRE SYSTEM INFORMATION - JOB#4658484

FIRE SYSTEM INFORMATION = 008#4058404						
NO	FIRE SYSTEM TAG	TYPE	SIZE	FLOW POINTS	INSTALLATION	
					SYSTEM	LOCATION ON HOOD
				LEAK MODE *		
1		AMPHI-8403	9.025.0	48	ELIC CALIBER 1/2"	

AS VALVE(S)

FIRE SYSTEM NO	TAG	TYPE	SIZE	SUPPLIED BY
1		MECHANICAL	2 000	DISTRIBUTOR

EXHAUST FAN INFORMATION - JOB#4658484

CONDENSER DETAILS												
FAN UNIT NO.	TAG	FAN UNIT MODEL #	CONDENSER NO	TONNAGE	VOLTAGE	PHASE	FREQUENCY	MCA	RLA	MAX FLUE SIZE	M/W/HR SIZE	SIZER
2		EA-20-200-200-MPU	1	2.5	200-220	3 PHASE	60 HZ	11.2 AMPS	0.97 AMPS	30" MPB	14" AWG	14
			2	5	200-220	3 PHASE	60 HZ	21.4 AMPS	17.4 AMPS	30" MPB	10" AWG	14

FAN			MUA FAN INFORMATION - JOB#4658484
-----	--	--	-----------------------------------

PAPERBACK \$9.95

UNIT NO.	TAQ	INPUT BTU _h	OUTPUT BTU _h	TEMP. RISE	REQUIRED INPUT GAS PRESSURE	GAS TYPE	BURNER EFFICIENCY(%)
2		256482	235563	71°F	7 IN. W.C. - 14 IN. W.C.	NATURAL	92

1	COOLING THERMOSTAT AND RELAY (NOT REQ FOR EVAP).
1	AC INTERLOCK RELAY - 24VAC COIL.
1	SEPARATE 120V WIRING PACKAGE (REQUIRED AND USED ONLY FOR 2CV OR PREMIRE WITH VTD) - 3RD PHASE ONLY.

2	LOW PUMP
1	INLET PRESSURE GAUGE, 0-35"
4	MANUALLY OPERATED GAUGE, 0 TO 40 PSI

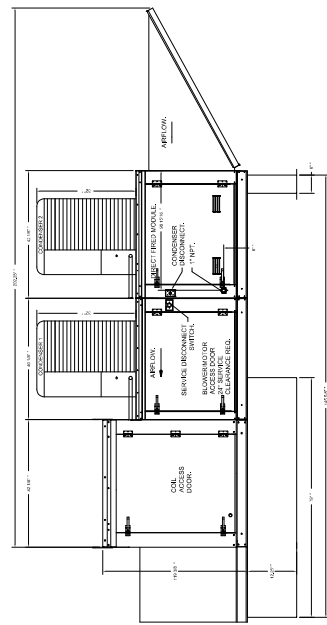
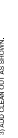
FAN ACCESSORIES			
FAN UNIT	EXHAUST	SUPPLY	

1	YES					
2						YES

[illegible]

WATER TEMPERATURE = 47°, TEMP. HEAD = 71",
BTUS CALCULATED OR ACTUAL ARE DRAINABLE.
OUTPUT BTUS AT ALTITUDE OF 0.0 FT. = 246727,
INPUT BTUS AT ALTITUDE OF 0.0 FT. = 263334,
OUTPUT BTUS AT ALTITUDE OF 0.0 FT. = 259665,
INPUT BTUS AT ALTITUDE OF 0.0 FT. = 25481.

EXHAUST FAN INFORMATION - JOB#4658484



BRYAN W. DUNN, ARCHITECT
1103 PINE MEADOWS CT
NORMAL, ILLINOIS 61761
PHONE (309) 824-7251
EMAIL dbdesign@comcast.net

PROJECT NAME
TENANT IMPROVEMENT AT:
UNIT 6
3907 GE ROAD
BLOOMINGTON, IL

OWNER

PROJECT NO.	DATE
CAD FILE NAME	3907 GE Road.dgn
DRAWN BY	BWD
CHECKED BY	
APPROVED BY	

SHEET TITLE
ELECTRICAL PLAN
LIGHTING PLAN

SCALE: 1/4" = 1'-0"

GENERAL ELECTRICAL NOTES

1. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL CODES.
2. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF EXISTING UTILITIES PRIOR TO INSTALLATION OF PANELS, TRANSFORMERS, FEEDERS AND OTHER ELECTRICAL EQUIPMENT.
3. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
4. ALL RECEPTACLES TO BE MOUNTED AT 8" AFF. LING.
5. CONTRACTOR SHALL PROVIDE ALL CONDUIT AND POWER CIRCUITRY TO ELECTRICAL DEVICES AND LIGHT FIXTURES.
6. REMOVE ALL OLD WIRING IN EXISTING CONDUITS IF CONDUIT IS BEING REUSED.
7. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
8. CONTRACTOR SHALL DETERMINE IF EXISTING ELEC. PANEL IS ADEQUATE FOR THE PROPOSED WORK. IF NOT, A NEW PANEL SHALL BE INSTALLED.
9. ALL A/CU DEVICES SHALL BE READY ACCESSIBLE.
10. SEE LIGHTING PLAN FOR INFO AND OTHER ELECTRICAL WORK NEEDED.
11. ALL COMMERCIAL SERVICES SHALL BE FIELD OR FACTORY MARKED TO MARK QUALIFIED PERSONS OF POTENTIAL ELECTRICAL AND FLAMMABLE HAZARDS.
12. ALL ELECTRICAL WORK SHALL BE DONE BY A LICENSED CONTRACTOR.
13. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
14. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
15. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
16. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
17. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
18. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
19. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
20. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.

ELECTRICAL SYMBOL LEGEND

AC	Above Counter
GF	Ground Fault Interrupter Circuit
ND	New Duplex Outlet
ND	New Duplex Outlet - Dedicated Circuit
ND	New Duplex Outlet - Existing to Remain
ND	New 3-Phase Outlet
ND	New Single Pole Switch
ND	Three Way Switch
ND	New Telephone/Data Outlet
ND	Existing Telephone/Data Outlet
ND	New Duplex Switch Outlet - 120V, 15A OR 20A, 1-PHASE (SEE NEC 210.23)

GENERAL LIGHTING NOTES

1. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL CODES.
2. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF EXISTING UTILITIES PRIOR TO INSTALLATION OF PANELS, TRANSFORMERS, FEEDERS AND OTHER ELECTRICAL EQUIPMENT.
3. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
4. REMOVE ALL ABANDONED WIRING CONDUIT IF NOT REUSED.
5. CONTRACTOR SHALL PROVIDE ALL CONDUIT AND POWER CIRCUITRY TO ELECTRICAL DEVICES AND LIGHT FIXTURES.
6. EXISTING LIGHTS AND EMERGENCY FIXTURES TO BE RELOCATED OR REMOVED SHALL BE FIELD OR FACTORY MARKED TO MARK QUALIFIED PERSONS OF POTENTIAL ELECTRICAL AND FLAMMABLE HAZARDS.
7. EXISTING LIGHTS AND EMERGENCY FIXTURES TO BE RELOCATED OR REMOVED SHALL BE FIELD OR FACTORY MARKED TO MARK QUALIFIED PERSONS OF POTENTIAL ELECTRICAL AND FLAMMABLE HAZARDS.
8. EXISTING LIGHTS AND EMERGENCY FIXTURES TO BE RELOCATED OR REMOVED SHALL BE FIELD OR FACTORY MARKED TO MARK QUALIFIED PERSONS OF POTENTIAL ELECTRICAL AND FLAMMABLE HAZARDS.
9. EXISTING LIGHTS AND EMERGENCY FIXTURES TO BE RELOCATED OR REMOVED SHALL BE FIELD OR FACTORY MARKED TO MARK QUALIFIED PERSONS OF POTENTIAL ELECTRICAL AND FLAMMABLE HAZARDS.
10. EXISTING LIGHTS AND EMERGENCY FIXTURES TO BE RELOCATED OR REMOVED SHALL BE FIELD OR FACTORY MARKED TO MARK QUALIFIED PERSONS OF POTENTIAL ELECTRICAL AND FLAMMABLE HAZARDS.
11. EXISTING LIGHTS AND EMERGENCY FIXTURES TO BE RELOCATED OR REMOVED SHALL BE FIELD OR FACTORY MARKED TO MARK QUALIFIED PERSONS OF POTENTIAL ELECTRICAL AND FLAMMABLE HAZARDS.
12. EXISTING LIGHTS AND EMERGENCY FIXTURES TO BE RELOCATED OR REMOVED SHALL BE FIELD OR FACTORY MARKED TO MARK QUALIFIED PERSONS OF POTENTIAL ELECTRICAL AND FLAMMABLE HAZARDS.
13. EXISTING LIGHTS AND EMERGENCY FIXTURES TO BE RELOCATED OR REMOVED SHALL BE FIELD OR FACTORY MARKED TO MARK QUALIFIED PERSONS OF POTENTIAL ELECTRICAL AND FLAMMABLE HAZARDS.
14. EXISTING LIGHTS AND EMERGENCY FIXTURES TO BE RELOCATED OR REMOVED SHALL BE FIELD OR FACTORY MARKED TO MARK QUALIFIED PERSONS OF POTENTIAL ELECTRICAL AND FLAMMABLE HAZARDS.
15. EXISTING LIGHTS AND EMERGENCY FIXTURES TO BE RELOCATED OR REMOVED SHALL BE FIELD OR FACTORY MARKED TO MARK QUALIFIED PERSONS OF POTENTIAL ELECTRICAL AND FLAMMABLE HAZARDS.
16. EXISTING LIGHTS AND EMERGENCY FIXTURES TO BE RELOCATED OR REMOVED SHALL BE FIELD OR FACTORY MARKED TO MARK QUALIFIED PERSONS OF POTENTIAL ELECTRICAL AND FLAMMABLE HAZARDS.
17. EXISTING LIGHTS AND EMERGENCY FIXTURES TO BE RELOCATED OR REMOVED SHALL BE FIELD OR FACTORY MARKED TO MARK QUALIFIED PERSONS OF POTENTIAL ELECTRICAL AND FLAMMABLE HAZARDS.
18. EXISTING LIGHTS AND EMERGENCY FIXTURES TO BE RELOCATED OR REMOVED SHALL BE FIELD OR FACTORY MARKED TO MARK QUALIFIED PERSONS OF POTENTIAL ELECTRICAL AND FLAMMABLE HAZARDS.
19. EXISTING LIGHTS AND EMERGENCY FIXTURES TO BE RELOCATED OR REMOVED SHALL BE FIELD OR FACTORY MARKED TO MARK QUALIFIED PERSONS OF POTENTIAL ELECTRICAL AND FLAMMABLE HAZARDS.
20. EXISTING LIGHTS AND EMERGENCY FIXTURES TO BE RELOCATED OR REMOVED SHALL BE FIELD OR FACTORY MARKED TO MARK QUALIFIED PERSONS OF POTENTIAL ELECTRICAL AND FLAMMABLE HAZARDS.

LIGHTING SYMBOL LEGEND

1	EXISTING SINGLE POLE SWITCH
2	NEW SINGLE POLE SWITCH
3	THREE WAY SWITCH
4	EXISTING 2-4" RECESSED FLUORESCENT FIXTURE
5	EXISTING 13-4" SURFACE MOUNT FLUORESCENT FIXTURE
6	NEW 2-4" RECESSED LED FIXTURE
7	NEW 13-4" SURFACE MOUNT LED FIXTURE
8	EXISTING EMERGENCY FIXTURE
9	RELOCATED EXISTING LIGHT FIXTURE (2 HEAD) - NEW 4" CANLED FIXTURE (NEW 4" LED)
10	EXISTING CAN FIXTURE (NEW 4" LED)
11	EXISTING EXTERIOR LIGHT TO REMAIN (NEW LED)
12	EXISTING EXTERIOR WALL PACK LIGHT TO REMAIN

BRYAN W. DUNN, ARCHITECT
1103 PINE MEADOWS CT
NORMAL, ILLINOIS 61761
PHONE (309) 824-7251
EMAIL dbdesign@comcast.net

PROJECT NAME
TENANT IMPROVEMENT AT:
UNIT 6
3907 GE ROAD
BLOOMINGTON, IL

OWNER

PROJECT NO.	DATE
CAD FILE NAME	3907 GE Road.dgn
DRAWN BY	BWD
CHECKED BY	
APPROVED BY	

SHEET TITLE
ELECTRICAL PLAN
LIGHTING PLAN

SCALE: 1/4" = 1'-0"

Ms. Anderson explained that two owners were being removed and that Kevin Cox would be added.

Commissioner Meister asked if there would be any management changes. Ms. Anderson answered no.

George Boyle, Asst. Corporation Counsel, asked if the new owner, Kevin Cox, had a criminal background. Ms. Anderson answered no.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:04 p.m.

Commissioner Meister positively recommended the Item to Council as presented.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from Chi Family Express, LLC, located at 3907 General Electric Rd., Units 5 & 6, Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:04 p.m.

Jacob Konczyk and Gautam Patel, Owners of Chi Family Express, LLC, after being sworn, addressed the Commission.

Mr. Patel explained that the application was originally for only Unit 6, but they would plan to have Unit 5 in the future. He then explained that because they would not want to wait until Unit 5's construction was completed to start a license, they requested to amend the application again to only include Unit 6.

Amanda Stutsman, Deputy City Clerk, explained that if approved, the City would work with the applicants to make the requested changes to the application before it would go to Council.

Commissioner Meister asked what the hours of operation were. Mr. Konczyk answered that Sunday through Thursday they were open from 11 a.m. - 9:30 p.m. and on Friday and Saturday they were open from 11 a.m. to 10 p.m.

Commissioner Meister asked what the occupancy was. Mr. Konczyk answered that the space was designed for take-out only. Mr. Patel noted that they would modify the space to have tables for customers to sit in and eat.

Commissioner Meister asked how many employees would work and be BASSET certified. Mr. Konczyk explained that they did not have dine-in employees at this time, but they would make sure everyone who needed to be Certified, would be.

Mr. Patel explained that he had experience in the field and with BASSET Certified employees.

George Boyle, Asst. Corporation Counsel, asked what each representative's position and interest in the company was. Mr. Patel answered that both were owners and he owned 30% while Mr. Konczyk owned 35%.

Mr. Boyle asked for clarification on the Units. Mr. Patel explained that they would only use Unit 6 at this time, and they would consider Unit 5 in the future, depending on the success of the license.

Commissioner Meister noted they requested beer and wine only.

Chris McAllister, Building Official, clarified that the service of alcohol would be inside only, and Mr. Konczyk agreed. Mr. McAllister also noted that a new floor plan would need to be submitted for the space to ensure the City was aware of the space being used for alcohol service.

Mr. Boyle clarified that the consumption of alcohol would need to be in Unit 6.

Staff had no additional questions.

Ms. Stutsman noted that if they decided to expand to Unit 5, they would need to reappear at the Liquor Commission.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:14 p.m.

Commissioner Meister positively recommended the Item to Council, with the understanding that only Unit 6 would be considered.

The following item was presented:

Item 5. C. Public Hearing and Action on an Application from Rusk Hospitality Group, LLC, d/b/a Bonchon Bloomington, located at 1413 Leslie Dr., Unit 2, Requesting Approval of the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:15 p.m.

Hector Castro, General Manager of Rusk Hospitality Group, LLC, after being sworn, addressed the Commission.

Mr. Castro explained that Parke Regency Hotel already had a license, but they wanted Bonchon to hold its own license.

Commissioner Meister asked what the hours of operation were. Mr. Castro answered that Monday through Thursday they were open from 11 a.m. to 9 p.m. and Friday and Saturday their hours were 11 a.m. to 10 p.m.

Commissioner Meister asked what the occupancy was. Mr. Castro answered 90.

Commissioner Meister asked if employees would be BASSET certified. Mr. Castro answered yes.

Commissioner Meister asked if they would use the patio space. Mr. Castro answered yes and stated that the capacity for that space would be 50 people.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:17 p.m.



CONSENT AGENDA ITEM NO. 8.U.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: Ward 3

SUBJECT: Consideration and Action on an Application from Rusk Hospitality Group, LLC, d/b/a Bonchon Bloomington, located at 1413 Leslie Dr., Unit 2, Requesting Approval of the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: Rusk Hospitality Group, LLC (Applicant) is requesting the creation of a Class RAPS (Restaurant, All Types of Alcohol, Package and Sunday Sales) liquor license. The premises will be located at 1413 Leslie Dr., Unit 2.

On April 9, 2024, the Liquor Commission positively recommended the Class RAPS License to Council.

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 the City Code, a public notice was published on March 31, 2024, in The Pantagraph. 17 notices were mailed to properties adjacent to the Applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class RAPS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Budget Overview & General Fund" on page 121. 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.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: ED-1 Ensure a broad range of employment opportunities for all residents. ED-1.1 Focus on retention and expansion of existing businesses.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 3B Application](#)

[CLK 3C Minutes](#)

04/14/2024

City Clerk Requirement Verification Memo

To: City Council Review

Re: RUSK HOSPITALITY GROUP, LLC

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

- Full, Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Proof of DBA Registered with the State of IL
- Lease Agreement
- Computer Generated Site/Floor Plan
- Financial Statement
- Articles of Organization
- Bloomington/Normal Food and Beverage Tax Registration Form
- Bloomington/Normal Package Tax Registration Form
- Paid \$400 Application Fee

Due before License Issuance:

- Insurance
- Bond
- ECD Inspection
- Health Dept. Inspection

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

Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Rusk Hospitality Group LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Bonchon Bloomington
Legal Entity Address <i>(including City, State, and Zip)</i>	1413 Leslie Dr, Unit 2, Bloomington, IL 61704
Legal Entity Phone Number	3096653999
Legal Entity Email Address	krishna@parkeregency.com
Establishment Address including Zip	1413 Leslie Dr, Unit 2, Bloomington, IL 61704
Establishment Phone Number	3096653999
Establishment Email Address	krishna@parkeregency.com
*Email Address for <u>ALL</u> City Communications:	krishna@parkeregency.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
Krishna Balakrishnan	Bloomington	IL	61704
Phone Number	Email Address		
	krishna@parkeregency.com		

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

Name (First & Last)	City	State	Zip
Umadevi Kailasam	Bloomington	IL	61704
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
Hector Castro	Bloomington	IL	61704
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		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only <i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$450	\$900	\$500	\$1,000
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$112.50	\$225	\$150	\$300
	Curbside Pick-Up and Delivery of Alcohol	\$275	\$550	\$300	\$600
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		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:

- 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.

- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

- ☒ Yes **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:* _____
☒ No
☐ N/A

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

- 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.

- 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?

- ☐ 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?

Inside Parke Regency Hotel. We have an assisted living facility diagonally across from the restaurant / hotel - But the entrance of the Restaurant to the facility will be at least 100 ft.



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) Restaurant
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) RAP
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: _____
Operating a Korean Restaurant with a full dine-in
7. If approved, how would the liquor license benefit the City and its residents? _____
Bringing diverse options of Korean Alcoholic drinks to community
8. ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? If yes, please explain: _____
WILL OFFER LIVE MUSIC ON PATIO
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 AM	9 PM
Tuesday:	11 AM	9 PM
Wednesday:	11 AM	9 PM
Thursday:	11 AM	9 PM
Friday:	11 AM	10 PM
Saturday:	11 AM	10 PM
Sunday:	11 AM	9 PM
2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Mixed, Inside a Hotel
 - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
Hotel 24 Hours
 - 2B. Is the area predominately residential, are they single or multi-family homes?
NA
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) _____
30 Ft Wide Street - Leslie Dr
4. How much additional traffic is expected to be generated with a liquor license? _____
The restaurant is inside the hotel with out 200+ parking spots
5. Describe any and all on- and off-street parking: _____
Off-Street Parking on Leslie Drive
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 3

**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.

Uma Balakrishnan

Name (Please Print)

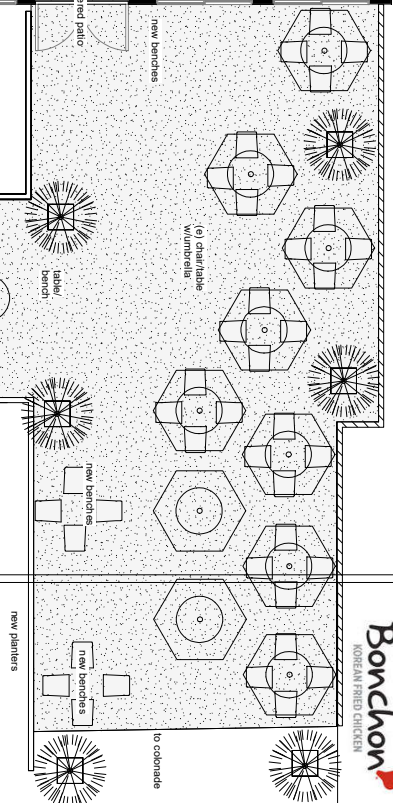
Owner

Title

02/27/2023

Date

Signature



No.	Description	Date

[illegible]

SCHEM

SCHEM-1

Mr. Boyle asked for clarification on the Units. Mr. Patel explained that they would only use Unit 6 at this time, and they would consider Unit 5 in the future, depending on the success of the license.

Commissioner Meister noted they requested beer and wine only.

Chris McAllister, Building Official, clarified that the service of alcohol would be inside only, and Mr. Konczyk agreed. Mr. McAllister also noted that a new floor plan would need to be submitted for the space to ensure the City was aware of the space being used for alcohol service.

Mr. Boyle clarified that the consumption of alcohol would need to be in Unit 6.

Staff had no additional questions.

Ms. Stutsman noted that if they decided to expand to Unit 5, they would need to reappear at the Liquor Commission.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:14 p.m.

Commissioner Meister positively recommended the Item to Council, with the understanding that only Unit 6 would be considered.

The following item was presented:

Item 5. C. Public Hearing and Action on an Application from Rusk Hospitality Group, LLC, d/b/a Bonchon Bloomington, located at 1413 Leslie Dr., Unit 2, Requesting Approval of the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:15 p.m.

Hector Castro, General Manager of Rusk Hospitality Group, LLC, after being sworn, addressed the Commission.

Mr. Castro explained that Parke Regency Hotel already had a license, but they wanted Bonchon to hold its own license.

Commissioner Meister asked what the hours of operation were. Mr. Castro answered that Monday through Thursday they were open from 11 a.m. to 9 p.m. and Friday and Saturday their hours were 11 a.m. to 10 p.m.

Commissioner Meister asked what the occupancy was. Mr. Castro answered 90.

Commissioner Meister asked if employees would be BASSET certified. Mr. Castro answered yes.

Commissioner Meister asked if they would use the patio space. Mr. Castro answered yes and stated that the capacity for that space would be 50 people.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:17 p.m.

Commissioner Meister positively recommended the Item to Council as presented.

The following item was presented:

Item 5. D. Public Hearing and Action on an Application from Le Marchand De Vin, LLC, located at 1704 Eastland Dr., Ste. 8, Requesting Approval for the Creation of a Class PAS (Package, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:19 p.m.

Ash Boeyen, Owner, and Jen Boeyen, General Manager of Le Marchand De Vin, LLC, after being sworn, addressed the Commission.

Mr. Boeyen explained that the business would be a retail wine store that primarily carried wine products and would be an educational and consultative space.

Commissioner Meister asked if they would sell wine only. Mr. Boeyen noted that they would potentially have a selection of liquor, but no plans were in place yet. Ms. Boeyen stated they would have craft beer as well.

Commissioner Meister asked what the hours of operations would be. Mr. Boeyen answered that Monday through Saturday they would be open from 10 a.m. to 7 p.m. and 12 p.m. to 4 p.m. on Sundays.

Commissioner Meister asked if there would be employees and if they would be BASSET certified. Mr. Boeyen stated there would be no staff, and that he and Ms. Boeyen would run it completely. He noted they would be trained.

Commissioner Meister asked about the occupancy of the space. Mr. Boeyen answered that customers would only consume off-premises so there would be no capacity for seating.

George Boyle, Asst. Corporation Counsel, asked what experience the applicants had in the business. Mr. Boeyen responded that he had been in the industry for 30 years. Ms. Boeyen stated that she had experience in retail and had experience selling beer and wine.

Chris McAllister, Building Official, noted that based on the floor plan submitted, an area was labeled for wine tasting. Mr. Boeyen noted that it would be for sampling, and they would comply with the rules associated.

Mr. Boyle recommended that the applicants review the regulations on tastings in the City Code.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:24 p.m.

Commissioner Meister positively recommended the Item to Council as presented.

The following item was presented:

Item 5. E. Continued Appearance on a Citation Issued to Braize, LLC, d/b/a Empire Coffee, Located at 1406 E. Empire St., for Violating Chapter 6, Section 106B(14) of the Bloomington City Code Relating to an Establishment Maintaining a Liquor License Whose Primary or Major Focus is Video Gaming and Violating Chapter 6, Section 6- 112A(15) of the Bloomington City Code Relating to Violating the Requirements of Holding a Restaurant Class



CONSENT AGENDA ITEM NO. 8.V.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: Ward 5

SUBJECT: Consideration and Action on an Application from Le Marchand De Vin, LLC, located at 1704 Eastland Dr., Ste. 8, Requesting Approval for the Creation of 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.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: Le Marchand De Vin, LLC (Applicant) is requesting approval for the Creation of a Class PAS (Package, All Types of Alcohol, and Sunday Sales) liquor license. The premises will be located at 1704 Eastland Dr., Ste. 8. The applicant intends to operate a retail wine store with wine education services.

On April 9, 2024, the Liquor Commission positively recommended the Class PAS License to Council.

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 the City Code, a public notice was published on March 31, 2024, in The Pantagraph. 51 notices were mailed to properties within 500 ft. of the Applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class PAS Liquor License is \$1,600 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Budget Overview & General Fund" on page 121. 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.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: ED-1 Ensure a broad range of employment opportunities for all residents. ED-1.1 Focus on retention and expansion of existing businesses.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 2B Application](#)

[CLK 2C Minutes](#)

04/14/2024

City Clerk Requirement Verification Memo

To: City Council Review

Re: LE MARCHAND DE VIN, LLC

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

- Full, Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Letter of Intent to Lease
- Detailed Business Plan
- Computer Generated Site/Floor Plan
- Financial Statement
- Articles of Organization
- Certificate of Good Standing with the State of IL
- Bloomington/Normal Food and Beverage Tax Registration Form
- Bloomington/Normal Package Tax Registration Form
- Paid \$400 Application Fee

Due before License Issuance:

- Insurance
- Bond
- ECD Inspection
- Health Dept. Inspection

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

Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Le Marchand De Vin, LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Le Marchand De Vin
Legal Entity Address <i>(including City, State, and Zip)</i>	1704 Eastland Dr, Ste 8, Bloomington, IL 61704
Legal Entity Phone Number	309 386 6834
Legal Entity Email Address	help@lemarchanddevin.com
Establishment Address including Zip	1704 Eastland Dr, Ste 8, Bloomington, IL 61704
Establishment Phone Number	309 386 6834
Establishment Email Address	help@lemarchanddevin.com
*Email Address for <u>ALL</u> City Communications:	help@lemarchanddevin.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
Ash Boeyen	Bloomington	IL	61701
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
George Woods	Bloomington	IL	61701
Phone Number	Email Address		

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

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		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:

- 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.

- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

- ☐ Yes ☒ No **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.)

- 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.

- 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?

- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?

- ☐ 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:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Retail wine store and wine education services
- What class of liquor license is being sought? (See descriptions beginning on page 1.) PA S
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ 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>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: To source a curated wine selection focussing on sustainably produced wines from smaller global
- If approved, how would the liquor license benefit the City and its residents? Increasing appreciation of wine through education and knowledge is the cornerstone of the business.
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
- ☐ Yes ☒ No Will the proposed or current establishment sell food?
- ☐ 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? _____
- If approved, what license renewal billing cycle would be preferred? ☐ Annual ☒ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	Closed	Closed
Tuesday:	10am	7pm
Wednesday:	10am	7pm
Thursday:	10am	7pm
Friday:	10am	7pm
Saturday:	10am	7pm
Sunday:	12pm	4pm
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
A mix of retail premises including jeweler, bakery, hair salon, restaurants and general retail businesses.
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
9am - 8pm
 - Is the area predominately residential, are they single or multi-family homes?
NO
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
The Eastland Dr address of the property sits on a two way, two lane roadway between Veterans Parkway and Prospect Rd.
- How much additional traffic is expected to be generated with a liquor license? Given the existing level of traffic, we believe additional traffic will be marginal.
- Describe any and all on- and off-street parking: Multiple car parking spaces within the retail complex are available
- How many establishments with liquor licenses are located within 500 ft. of the establishment? One

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:

With over 30 years experience in the international wine trade, the owner hopes to bring a unique wine experience to Bloomington residents, founded on high customer service and education to better understand wine and its enjoyment

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.

Ash Boeyen

Owner

Name (Please Print)

Title

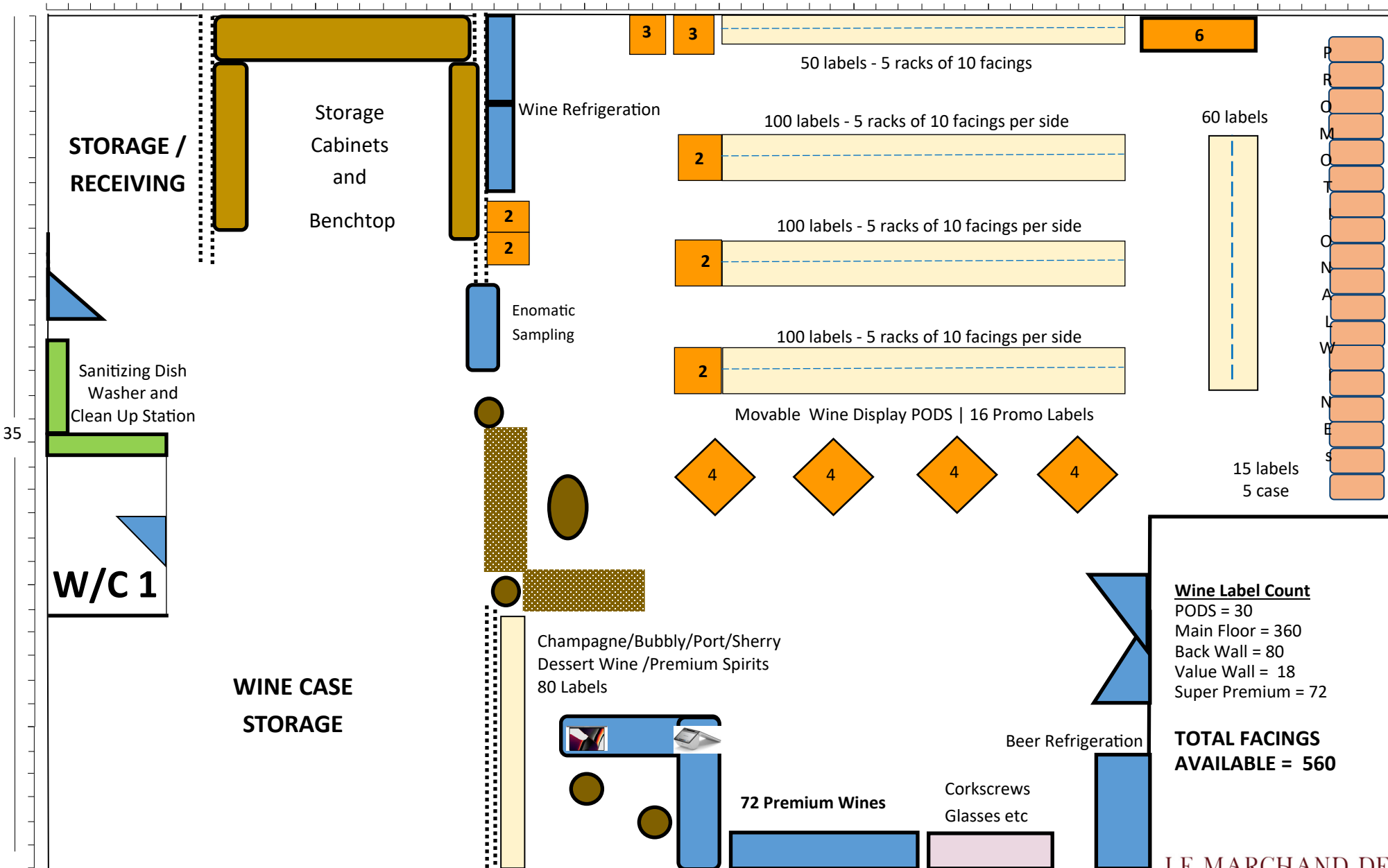
2/29/2024

Signature

Date

vin pour tous!

60 feet



LE MARCHAND DE VIN



Commissioner Meister positively recommended the Item to Council as presented.

The following item was presented:

Item 5. D. Public Hearing and Action on an Application from Le Marchand De Vin, LLC, located at 1704 Eastland Dr., Ste. 8, Requesting Approval for the Creation of a Class PAS (Package, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:19 p.m.

Ash Boeyen, Owner, and Jen Boeyen, General Manager of Le Marchand De Vin, LLC, after being sworn, addressed the Commission.

Mr. Boeyen explained that the business would be a retail wine store that primarily carried wine products and would be an educational and consultative space.

Commissioner Meister asked if they would sell wine only. Mr. Boeyen noted that they would potentially have a selection of liquor, but no plans were in place yet. Ms. Boeyen stated they would have craft beer as well.

Commissioner Meister asked what the hours of operations would be. Mr. Boeyen answered that Monday through Saturday they would be open from 10 a.m. to 7 p.m. and 12 p.m. to 4 p.m. on Sundays.

Commissioner Meister asked if there would be employees and if they would be BASSET certified. Mr. Boeyen stated there would be no staff, and that he and Ms. Boeyen would run it completely. He noted they would be trained.

Commissioner Meister asked about the occupancy of the space. Mr. Boeyen answered that customers would only consume off-premises so there would be no capacity for seating.

George Boyle, Asst. Corporation Counsel, asked what experience the applicants had in the business. Mr. Boeyen responded that he had been in the industry for 30 years. Ms. Boeyen stated that she had experience in retail and had experience selling beer and wine.

Chris McAllister, Building Official, noted that based on the floor plan submitted, an area was labeled for wine tasting. Mr. Boeyen noted that it would be for sampling, and they would comply with the rules associated.

Mr. Boyle recommended that the applicants review the regulations on tastings in the City Code.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:24 p.m.

Commissioner Meister positively recommended the Item to Council as presented.

The following item was presented:

Item 5. E. Continued Appearance on a Citation Issued to Braize, LLC, d/b/a Empire Coffee, Located at 1406 E. Empire St., for Violating Chapter 6, Section 106B(14) of the Bloomington City Code Relating to an Establishment Maintaining a Liquor License Whose Primary or Major Focus is Video Gaming and Violating Chapter 6, Section 6- 112A(15) of the Bloomington City Code Relating to Violating the Requirements of Holding a Restaurant Class



REGULAR AGENDA ITEM NO. 9.A.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the McLean County Regional Planning Commission Regional Housing Recovery Plan, as requested by the Administration Department.

RECOMMENDED MOTION: None; Presentation only.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

Objective 4c. Preservation of property/home valuations

BACKGROUND: The McLean County Regional Planning Commission recently completed a housing study to identify reasons for the region's current housing situation and to recommend options for addressing the situation. McLean County Regional Plan Commission Executive Director Ray Lai and Community Planner Mark Adams will present the results of the study.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The study was created based on significant public input over several months.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal H-1 (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington), Objective H-1.2 (Ensure an adequate supply of affordable housing for low to moderate income households), and Objective H-1.3 (Create a life long community by fostering housing stock that meets the needs of residents of all ages and abilities)

Respectfully submitted for consideration.

Prepared by: Billy Tyus, Deputy City Manager



REGULAR AGENDA ITEM NO. 9.B.

FOR COUNCIL: May 13, 2024

WARD IMPACTED: City-Wide Impact and Ward 6

SUBJECT: Presentation on the Status of and Next Steps for the Downtown Streetscape Project, as requested by the Administration Department.

RECOMMENDED MOTION: None; Presentation only.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities
Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks
Objective 2c. Functional, well maintained sewer collection system
Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: Staff will present a brief update on what's happening with, and the next steps for, the Downtown For Everyone streetscape project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Plan was created through substantial public input and built upon plans vetted and prepared previously.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal D-2 (Market and promote the unique brand and image of Downtown Bloomington), Objective D-2.1 (Identify and designate gateways to Downtown); Goal D-5 (Continue to develop a multi-modal transportation network in Downtown), Objective D-5.2 (Enhance the walkability and bikeability within and to Downtown and facilitate access to car-sharing and bicycle sharing services in the Downtown district); Goal D-6 (Reinforce the connections between Downtown and adjacent neighborhoods), Objective D-6.1 (Encourage development on sites that will link Downtown with surrounding neighborhoods)

Respectfully submitted for consideration.

Prepared by: Billy Tyus, Deputy City Manager