



**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
APRIL 24, 2023**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

- Ward 1 - Grant Walch
- Ward 2 - Donna Boelen
- Ward 3 - Sheila Montney
- Ward 4 - Julie Emig
- Ward 5 - Nick Becker
- Ward 6 - De Urban
- Ward 7 - Mollie Ward
- Ward 8 - Jeff Crabill
- Ward 9 - Tom Crumpler

City Manager - Tim Gleason
Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

**MISSION, VISION, AND
VALUE STATEMENT**

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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



CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, APRIL 24, 2023, 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. 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.

6. Recognition/Appointments

- A. Recognition of Outgoing City Council Members Jeff Crabill, Julie Emig, De Urban, and Grant Walch, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*
- B. Proclamation for Arbor Day, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*
- C. Proclamation for EID-UL-FITR Day, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*
- D. Recognition of Boards & Commissions Appointments and Reappointment, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*

7. Consent Agenda

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

- A. Consideration and Action to Approve the Minutes of the March 27, 2023, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action to Approve Bills and Payroll in the Amount of \$8,239,497.28, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

- C. Consideration and Action to Approve Reappointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Reappointments be approved.)*
- D. Consideration and Action to Approve Funding for Fiscal Year 2024 Stabilization Installation Work through the McLean County Soil and Water Conservation District (MCSWCD), in the amount of \$118,000, utilizing the Watershed Conservation Intergovernmental Agreement, as requested by the Public Works Department. *(Recommended Motion: The proposed Funding be approved.)*
- E. Consideration and Action to Approve the Purchase of 308 Gun Safes from Premier and Companies, Inc. in the Amount of \$59,997.80, as requested by the Police Department. *(Recommended Motion: The proposed Purchase be approved.)*
- F. Consideration and Action on the Purchase of Professional Services, Hardware, Licensing, and Installation of an Access Control System at Fire Headquarters and Fire Station #6 Through Triconic, Inc., for a Total Amount of \$85,722, as requested by the Information Technology Department and the Fire Department. *(Recommended Motion: The proposed Purchase be approved.)*
- G. Consideration and Action on a Resolution Approving an Agreement Amendment with Henson Disposal, Inc. for Excavation Materials Disposal (Bid #2020-35) in the Amount of \$40 per Ton of Excavation Materials, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*
- H. Consideration and Action to Approve the Proposal of Insurance and Client Services Agreement with Arthur J. Gallagher from May 1, 2023, to April 30, 2024, in the Amount of \$1,435,953, as requested by the Human Resources Department. *(Recommended Motion: The proposed Agreement and Proposal of Insurance be approved.)*
- I. Consideration and Action to Approve an Agreement with George Gildner, Inc. for the Fiscal Year 2024 Street, Alley, and Sidewalk Maintenance Project (Bid #2023-28) in the Amount of \$250,700, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- J. Consideration and Action to Approve an Agreement with George Gildner, Inc. for the Fiscal Year 2024 Utility Maintenance Project (Bid #2023-26) in the Amount of \$2,294,800, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- K. Consideration and Action to Approve an Agreement with Bodine Electric of Decatur for the Fiscal Year 2024 Traffic Signal Maintenance Project (Bid #2023-27), in the Amount of \$158,925, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- L. Consideration and Action to Approve a Contract with Midwest Fiber, Inc. for Single Stream Recycling (RFP #2023-29) with a Variable Cost per Ton, Depending on the Number of Tons, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- M. Consideration and Action to Approve a Contract with Gateway Pyrotechnics Productions, LLC of St. Louis, MO for the Purchase of Fireworks Displays for the

Annual 4th of July Celebration in Miller Park for Years 2023 through 2025 for a Total of \$115,908.75, as requested by the Parks & Recreation Department and the Administration Department. *(Recommended Motion: The proposed Contract be approved.)*

- N. Consideration and Action on a Contract with Mississippi Lime Company for the Purchase and Delivery of Granulated Quicklime and Liquid Hydrated Lime, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- O. Consideration and Action to Approve a Contract with Linde, Inc. for Carbon Dioxide (Bid #2023-20) in the Amount of \$250 per Ton Delivered, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- P. Consideration and Action to Approve a Resolution Authorizing Waiving the Formal Bidding Requirements and Approving an Agreement with T. Kirk Brush, Inc. for Brush Disposal (RFP #2023-24) in the Amount of \$8.50 per Cubic Yard of Brush, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*
- Q. Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the Property Located at 15 Shoal Creek Court, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- R. Consideration and Action on an Ordinance Approving the Vacation of a Public Utility Easement and a Storm Water Detention and Drainage Easement, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- S. Consideration and Action on an Ordinance Approving the Final Plat of Resubdivision of Lot 5 in Access Park Subdivision, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- T. Consideration and Action on an Ordinance Amending Section 30 of Chapter 1 of the City Code Regarding the Schedule of Fees, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

8. Regular Agenda

- A. Consideration and Action to Approve a Contract for the Machinist Lodge 1000, as requested by the Human Resources Department and the Public Works Department. *(Recommended Motion: The proposed Contract be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council Discussion, 5 minutes.)*
- B. Consideration and Action on a Resolution Approving 202 West Market Street as the Location for Connect Transit's New Downtown Transfer Station, as requested by the Administration Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council Discussion, 10 minutes.)*

- C. Consideration for Approval of Americans with Disabilities (ADA) Transition Plan, as requested by the Administration Department. (*Recommended Motion: The proposed ADA Transition Plan be approved.*) (*Presentation by Michael Hurt, Chief Diversity & Inclusion Officer, 5 minutes; and City Council Discussion, 5 minutes.*)
- D. Consideration and Action on an Ordinance Amending Chapters 16 of the City Code Implementing New Equal Opportunity Initiatives and Goals for City Contracts and Amending Chapter 22.2 Regarding Equal Employment, as requested by the Administration Department. (*Recommended Motion: The proposed Ordinance be approved.*) (*Presentation by Michael Hurt, Chief Diversity & Inclusion Officer, 5 minutes; and City Council Discussion, 5 minutes.*)

9. Finance Director's Report

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

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. 6.A.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Outgoing City Council Members Jeff Crabill, Julie Emig, De Urban, and Grant Walch, 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: Opportunity for recognition and expression of gratitude to outgoing Council members: Jeff Crabill, Ward 8, 2019-2023; Julie Emig, Ward 4, 2019-2023; De Urban, Ward 6, 2021-2023; and Grant Walch, Ward 1, 2022-2023.

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: Amy Overton, Executive Assistant

ATTACHMENTS:

[ADM 4B Recognition of Council Members](#)

THANK YOU FOR YOUR SERVICE



Jeff Crabill, 2019 to 2023



Julie Emig, 2019 to 2023

You made the time to make a difference in the community!

THANK YOU FOR YOUR SERVICE



De Urban, 2021 to 2023



Grant Walch, 2022 to 2023

You made the time to make a difference in the community!



RECOGNITION/APPOINTMENTS ITEM NO. 6.B.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Arbor Day, as requested by the Administration Department.

RECOMMENDED MOTION: None; recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

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: Amy Overton, Executive Assistant

ATTACHMENTS:

[ADM 2B Proclamation](#)



*** OFFICIAL PROCLAMATION ***

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, Illinois, do hereby proclaim April 28, 2023 as **ARBOR DAY**

In the City of Bloomington, Illinois, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 24 day of April, 2023

Mayor Mboka Mwilambwe



RECOGNITION/APPOINTMENTS ITEM NO. 6.C.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for EID-UL-FITR Day, as requested by the Administration Department.

RECOMMENDED MOTION: None; recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

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: Amy Overton, Executive Assistant

ATTACHMENTS:

[ADM 1B Proclamation](#)



*Mayoral Proclamation
EID-UL-FITR DAY
April 21, 2023 (1st Shawal)*

WHEREAS, April 21, 2023 (1st Shawal) is celebrated as “**EID-UL-FITR DAY**” by the Muslim community all over the world; and

WHEREAS, this “Eid” is a day of gathering by the people of Allah (swt) as He renews His bounties in them and distributes His blessings to His worshippers, while also calling on them to share their bounties with the needy; and

WHEREAS, through the graciousness of the Islamic Center of McLean County, they have invited others of the community to witness the strength of their faith and to share their joyousness on this day; and

WHEREAS, the strong and serious character of the families of the Islamic Center of McLean County have enriched the fabric of Bloomington through their faith, good deeds, substantial achievements, and commitment to the American values of “life, liberty and the pursuit of happiness”.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of Bloomington, do hereby proclaim April 21, 2023 as “**EID-UL-FITR DAY**” in Bloomington, and urge all our residents to recognize and respect the goodness of the Islamic faith and its people, to move beyond tolerance of others who may not share religions, and learn to accept and appreciate all people in a spirit of true brotherhood, to further build Bloomington’s intercultural strengths.

Mboka Mwilambwe
Mboka Mwilambwe
Mayor



Leslie Yocum
Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 6.D.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Boards & Commissions Appointments and Reappointment, 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 10, 2023 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: Amy Overton, Executive Assistant

ATTACHMENTS:

[ADM 5B Appointments & Reappointment Recognition](#)

Appointment

Emma Meyer: Historic Preservation Commission

Appointment

Sarah Lindenbaum: Historic Preservation Commission

Appointment

Ross Webb: Zoning Board of Appeals

Reappointment

Tom Krieger: Planning Commission



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the March 27, 2023, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

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, MARCH 27, 2023, 6:00 P.M.

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

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Absent
Grant Walch	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2; Mayor Pro Tem	Present
Sheila Montney	Council Member, Ward 3	Present
Julie Emig	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
De Urban	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Jeff Crabill	Council Member, Ward 8	Absent
Tom Crumpler	Council Member, Ward 9	Present

Recognition/Appointments

The following item was presented:

Item 5.A. Recognition of the Bloomington Fire Department for Receiving the 2022 Mission Lifeline: Gold Plus Achievement Award from the American Heart Association, as requested by the Fire Department.

Mayor Pro Tem, Donna Boelen, presented the Proclamation. Dr. Julie Lewis, Emergency Room Doctor, and Medical Director for the Mclean County Area Emergency Medical System explained the award and presented it to the Bloomington Fire Department ("BFD") staff. Fire Chief, Eric West, thanked BFD staff for their hard work and dedication. He explained that BFD had received the award multiple times and would strive to continue to receive it in the future.

Public Hearings

The following item was presented:

Item 6.A. Public Hearing for the FY2024 Proposed Budget, as requested by the Finance Department.

Mayor Pro Tem, Donna Boelen, opened the public hearing at 6:05 P.M.

City Manager, Tim Gleason, explained that the public hearing was required before the budget could be adopted.

Scott Rathbun, Finance Department Director, addressed Council and noted no significant changes to the proposed budget presentation from the last time it was previewed before Council. He explained where the community could locate the budget and the Budget 101 video series and explained next steps to approve the proposed budget.

MINUTES

CITY COUNCIL - REGULAR SESSION
MONDAY, MARCH 27, 2023, 6:00 P.M.

Gary Lambert, City resident, after being sworn in, addressed Council. He discussed a 7% property tax increase he received and noted the \$13M increase in the City's surplus fund. He expressed confusion as to why Council approved a tax levy increase when the City had a surplus fund balance that was increasing. He suggested Council focus on running the City efficiently instead of beautifying the City with monuments.

Scott Stimeling, City resident, after being sworn in, addressed Council. He expressed concern with the continuously growing budget. He believed the roads and sidewalks were in a vastly deteriorated state. He stated the City should have slowly fixed the infrastructure over time instead of raising taxes to complete them now.

Mayor Pro Tem Boelen closed the public hearing at 6:12 P.M.

The following item was presented:

Item 6.B. Public Hearing on the Program Year 2023 Community Development Block Grant (CDBG) Annual Action Plan, as requested by the Economic & Community Development Department.

Mayor Pro Tem Boelen opened the public hearing at 6:13 P.M.

City Manager Gleason introduced the Hearing.

Michael Sinnet, Community Enhancement Division Manager, addressed Council and shared the purpose of the Community Development Block Grant ("CDBG"). He explained the 2023 CDBG Annual Action Plan was created to detail programs the City can execute to comply with the 2020-2024 CDBG Consolidated Plan. He noted it being the City's 49th year administering the CDBG and went on to discuss the Partner Program Application timeline sharing 16 applications had been received. He then detailed the Annual Action Plan's annual goals and funding for Program Year 2024. Mr. Sinnet discussed CDBG revenues and then listed the next steps in the process.

Leslie Yocum, City Clerk, stated that no individuals had registered to testify.

Mrs. Yocum and Mayor Pro Tem Boelen discussed parliamentary procedure.

Mayor Pro Tem Boelen closed the public hearing at 6:20 P.M.

The following item was presented:

Item 6.C. Public Hearing on the Second Amendment to the Annexation Agreement with Hershey Grove, LLC, for Land Commonly Located at the Southeast Corner of the Intersection of Ireland Grove Road and S. Hershey Road, Consisting of 144 Acres More or Less, as requested by the Economic & Community Development Department.

Mayor Pro Tem Boelen opened the public hearing at 6:21 P.M.

City Manager Gleason introduced the Hearing and noted the subject matter of the Hearing would appear as an action Item on the Regular Agenda later in the meeting.

Melissa Hon, Economic & Community Development Department Director, addressed Council and explained the proposed Second Amendment to the Annexation Agreement, highlighting the removal of a requirement to connect portions of the Constitution Trail ("Trail"). She went on to explain the public consensus expressed at the public hearing held by the Planning Commission was residents wanted a complete trail and did not support a mid-block crossing. Ms. Hon noted the Planning Commission voted to deny the request and stated

that since the public hearing, a plan was identified to complete portions of the trail meeting concerns of the residents mentioned.

Leslie Yocum, City Clerk, stated that no individuals had registered to testify.

Mayor Pro Tem Boelen closed the public hearing at 6:24 P.M.

Public Comment

Mayor Pro Tem Boelen read a statement of public comment procedure. No emailed public comment was received. The following individuals provided in-person public comment: (1) Marty Seigle; (2) Gary Lambert; (3) Martin Schroder; (4) Scott Stimeling; and (5) Surena Fish.

Consent Agenda

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

Council Member Urban made a motion, seconded by Council Member Becker, to approve the Consent Agenda as presented.

Item 8.A. Consideration and Action to Approve the Minutes of the February 27, 2023, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action to Approve Bills and Payroll in the Amount of \$7,574,355.96, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action on the Purchase of HP Elite Mini Desktops and HP EliteBook Laptops through HP Inc. for a total of \$125,897.50, as requested by the Information Technology Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.D. Consideration and Action on the Purchase of 3M Scott Self-Contained Breathing Apparatus for the Fire Department in the Amount of \$903,063.65, as requested by the Fire Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.E. Consideration and Action to Approve the Purchase of Two (2) Public Safety Camera Trailers from Wireless CCTV for a total of \$78,766.96, as requested by the Police Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.F. Consideration and Action to Approve the Purchase of Elation Moving Lights for the Bloomington Center for Performing Arts' ("BCPA") Stage and Productions from JRLX, Inc. in the amount of \$69,924.00, as requested by the Arts & Entertainment Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.G. Consideration and Action on a Resolution Adopting the Official 2022 Zoning Map for the City of Bloomington, Which Supersedes and Replaces the Official 2021 Zoning Map Adopted by Council on March 28, 2022, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.H. Consideration and Action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving the Purchase of an Integrated Ballistic Identification System ("IBIS") from Forensic Technology, Inc. in the amount of \$153,110, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.I. Consideration and Action on an Ordinance Approving a Zoning Map Amendment from R-1C (Single-Family Residence) District to B-2 (Local Commercial) District for the Property Located at 704 McGregor Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.J. Consideration and Action on an Ordinance Approving the Final Plat of Bollmann Subdivision, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.K. Consideration and Action on an Ordinance Approving a Zoning Map Amendment from R-1C (Single-Family Residence) District to B-2 (Local Commercial) District for the Property Located at 1626 W. Locust Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.L. Consideration and Action on an Ordinance Approving a Zoning Map Amendment from R-1B (Single-Family Residence) District to R-2 (Mixed Residence) District for the Properties Located at 2702, 2704, 2706, 2708, 2710, 2712, and 2714 Fox Creek Road, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Mayor Pro Tem Boelen directed the Clerk to call roll:

AYES: Walch, Montney, Emig, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

Regular Agenda

The following item was presented:

Item 9.A. Consideration and Action on an Ordinance Authorizing the Second Amendment to the Annexation Agreement with Hershey Grove, LLC, for Land Commonly Located at the Southeast Corner of the Intersection of Ireland Grove Road and S. Hershey Road, Consisting of 144 Acres More or Less, as requested by the Economic & Community Development Department.

City Manager Gleason introduced the Item and noted City staff being available for questions.

Council Member Ward asked for clarification on the Developer's incentives and costs to the City. Ms. Hon stated she was unaware of any incentives.

Mayor Pro Tem Boelen commented to annexation agreement.

Council Member Ward, City Manager Gleason, Kevin Kothe, Public Works Department Director, and Craig Shonkwiler, Asst. Public Works Director and City Engineer, discussed completion of the Constitution Trail near the property.

Council Member Crumpler made a motion, seconded by Council Member Emig, to extend Council discussion time by 10 minutes.

Mayor Pro Tem Donna Boelen directed the Clerk to call roll:

AYES: Walch, Montney, Emig, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

Council Member Crumpler and Ms. Hon talked about the amendments.

Council Member Emig and Mr. Shonkwiler discussed restrictions for use of the grant, as well as mid-block crossing requirements.

Council Member Emig expressed support for the Item after confirming that the Planning Commission had been notified of the proposed amendments and was also supportive.

Mayor Pro Tem Boelen, Mr. Shonkwiler, and Mr. Kothe walked through requirements of the developer and options to amend the proposed site plan.

Council Member Walch called the question.

Council Member Walch made a motion, seconded by Council Member Becker, to approve the Item as presented.

Council Member Urban noted the project was in Council Member Crabill's ward and suggested the Item be tabled because he was not present.

Mayor Pro Tem Boelen and George Boyle, Asst. Corporation Counsel, discussed parliamentary procedure. Mrs. Yocum clarified next steps and restated the current motion.

Council Member Urban expressed her support of the Item as there was a history of a prolonged timeline. She stressed the need to complete projects and eliminate delays.

Council Member Becker stated Council Member Crabill emailed in support of the Item.

Mayor Pro Tem Donna Boelen directed the Clerk to call roll:

AYES: Walch, Montney, Emig, Becker, Urban, Crabill

NAYES: Ward, Crumpler

Motion carried.

Finance Director's Report

Scott Rathbun, Finance Director, addressed Council. He discussed major tax revenues for Fiscal Year 2023 and compared year-to-date figures to variances from prior years. He noted impacts of the COVID-19 stimulus and how staff had adjusted the budget to reflect a reduction in stimulus dollars. He presented General Fund Revenues and Expenditures, as well as Enterprise Funds highlighting significant changes. He ended by reminding the community where to locate his presentations on the City's website.

City Manager's Discussion

City Manager Gleason discussed multiple upcoming events Downtown.

Mayor's Discussion

Mayor Pro Tem Boelen discussed a recent ribbon-cutting event she attended for Neuro Restorative Academy.

Council Member's Discussion

Council Member Crumpler discussed his visit to Vagahn's Wardrobe, a new family-owned business specializing in Indian clothing.

Council Member Ward reminded the community of National Doctor's Day and recognized three religious holiday's coming.

Council Member Becker pointed out significant necessary infrastructure spending in the proposed budget. He stressed the importance of eliminating redundancies and consolidating

where possible to save money. He asked the City Manager to have the Bloomington Election Commission ("BEC") present at an upcoming Committee of the Whole about their contributions to the City. He believed the BEC was a redundancy that could be consolidated.

Council Member Montney expressed interest in additional information on funding public safety pensions.

Executive Session

No Executive Session was held.

Adjournment

Council Member Urban made a motion, seconded by Council Member Becker, to adjourn.

Mayor Pro Tem Donna Boelen directed the Clerk to call roll:

AYES: Walch, Montney, Emig, Becker, Urban, Ward, Crumpler

Motion carried (viva voce).

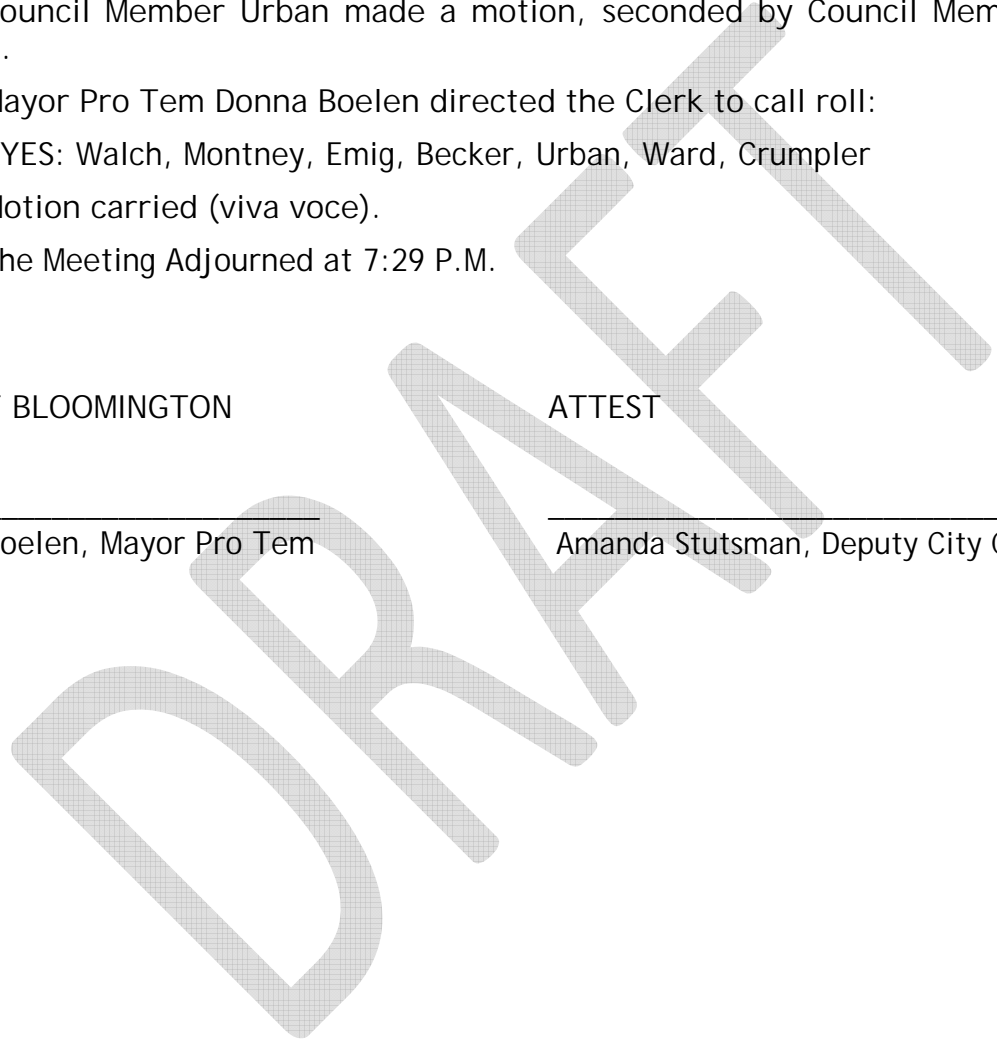
The Meeting Adjourned at 7:29 P.M.

CITY OF BLOOMINGTON

ATTEST

Donna Boelen, Mayor Pro Tem

Amanda Stutsman, Deputy City Clerk





CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Bills and Payroll in the Amount of \$8,239,497.28, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Bills and Payroll are filed in the City Clerk's Department. The full Bills and Payroll Report is now housed under Finance documents on the City website, available at <https://www.cityblm.org/bills>.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$8,239,497.28 (Payroll total \$2,809,895.78, Accounts Payable total \$5,179,364.31, and Bank Transfers total \$250,237.19).

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: Joshua Moreland, Support Staff V

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
4/6/2023	\$ 2,271,181.80	\$ 538,713.98	\$ 2,809,895.78

Off Cycle Adjustments

PAYROLL TOTAL \$ 2,809,895.78

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
4/24/2023	AP General	\$ 4,555,283.51
	AP JMScott	
4/24/2023	AP Comm Devel	\$ 104,252.90
	AP IHDA	
4/24/2023	AP Library	\$ 305,163.44
	AP MFT	
4/11/23-4/19/23	Out of Cycle	\$ 214,664.46
3/2/23-4/16/23	AP Bank Transfers	\$ 250,237.19
	AP TOTAL	\$ 5,429,601.50

PCARDS

Date Range

PCARD TOTAL

GRAND TOTAL \$ 8,239,497.28

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed 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: The Mayor of the City of Bloomington asks Council concurrence in the reappointments of:

Airport Authority Board: John Hanson to the Airport Authority Board. John's reappointment is effective 5-1-23, with an expiration date of 4-30-28.

Library Board: John Argenziano, Catrina Parker, and Alicia Whitworth to the Library Board. The reappointments are effective 5-1-23, with an expiration date of 4-30-26.

Applications are on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:

[ADM 3B BN Airport Authority Roster](#)

[ADM 3C Library Board Roster](#)

B-N Airport Authority

	Name	Expiration	Re/Appointment Date	Year First Appointed
John	Hanson	4/30/2023	4/23/2018	2015
Jay	Groves	4/30/2027	5/23/2022	2017

Library Board

Name		Expiration	Re/Appointment Date	Year First Appointed
Julian	Westerhout	4/30/2024	4/25/2022	2015
Van	Miller	4/30/2024	4/25/2022	2015
Alicia	Whitworth	4/30/2023	4/13/2020	2016
John	Argenziano	4/30/2023	4/13/2020	2018
Dianne	Hollister	4/30/2024	4/12/2021	2017
Matthew	Watchinski	4/30/2024	4/23/2021	2018
Catrina	Parker	4/30/2023	4/13/2020	2018
Alicia	Henry	4/30/2025	4/25/2022	2016
Susan	Mohr	4/30/2024	4/12/2021	2017



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Funding for Fiscal Year 2024 Stabilization Installation Work through the McLean County Soil and Water Conservation District (MCSWCD), in the amount of \$118,000, utilizing the Watershed Conservation Intergovernmental Agreement, as requested by the Public Works 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 2024 stabilization installation work for the multi-year Lake Bloomington Shoreline Stabilization project.

The proposed project will stabilize approximately 830 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. So far, the City has stabilized approximately 9,400 feet of shoreline at Lake Bloomington.

Annual nutrient loading reductions for this project are:

- Sediment - 11 tons per year
- Nitrogen - 7.8 lbs per year
- Phosphorous - 5.7 lbs per year

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

FINANCIAL IMPACT: This is an FY 2024 Budgeted Item. If approved, the City will fund the Fiscal Year 2024 Stabilization Installation Work through the McLean County Soil and Water Conservation District (MCSWCD), in the amount of \$118,000, utilizing the Watershed Conservation Intergovernmental Agreement. \$118,000 will be paid in total for this project with \$18,000 paid out of Lake Maintenance-Architectural & Design for Capital account (50100140-70051) and \$100,000 from Lake Maintenance-Other Capital Improvement account (50100140-72620). Public Works has \$25,000 budgeted for design and inspection and \$100,000 budgeted for construction for the Multi-Year Reservoir Shoreline / Stream Erosion Control Improvements. Stakeholders can locate this in the FY 2024 Proposed Budget Book titled “Other Funds & Capital Improvement” on pages 97, 98, 163, 217, 226 and 227.

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:

[PW 4B Quote](#)

[PW 4C Project Design](#)

[PW 4D Project Map](#)

[PW 4E Completed Projects](#)

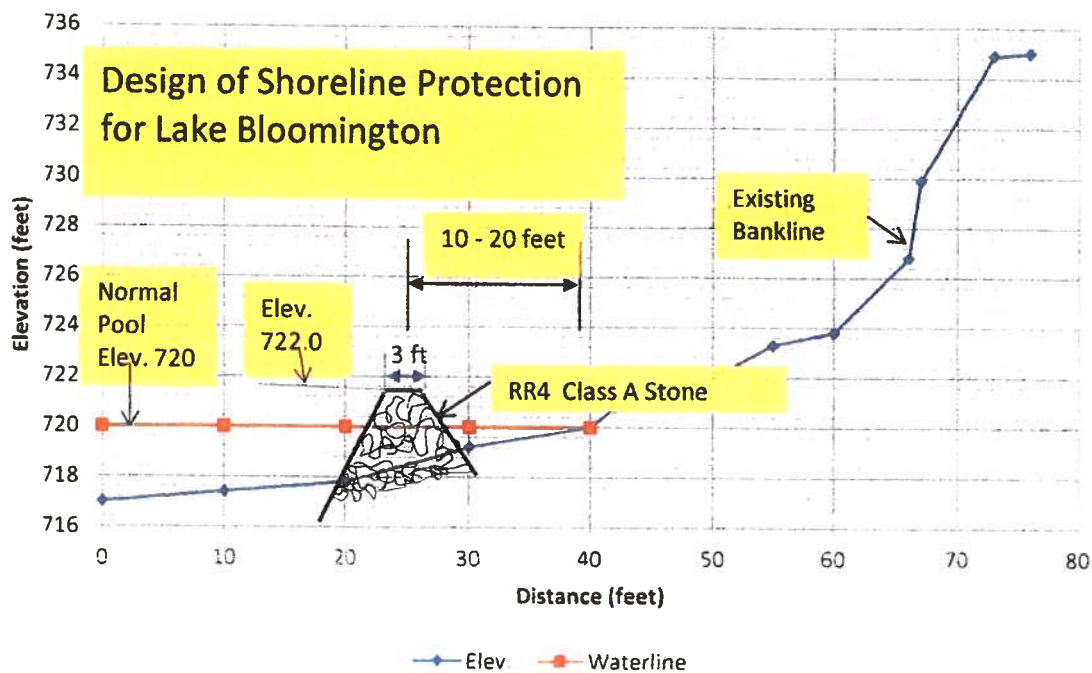
[PW 4F Original IGA](#)



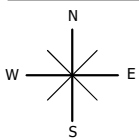
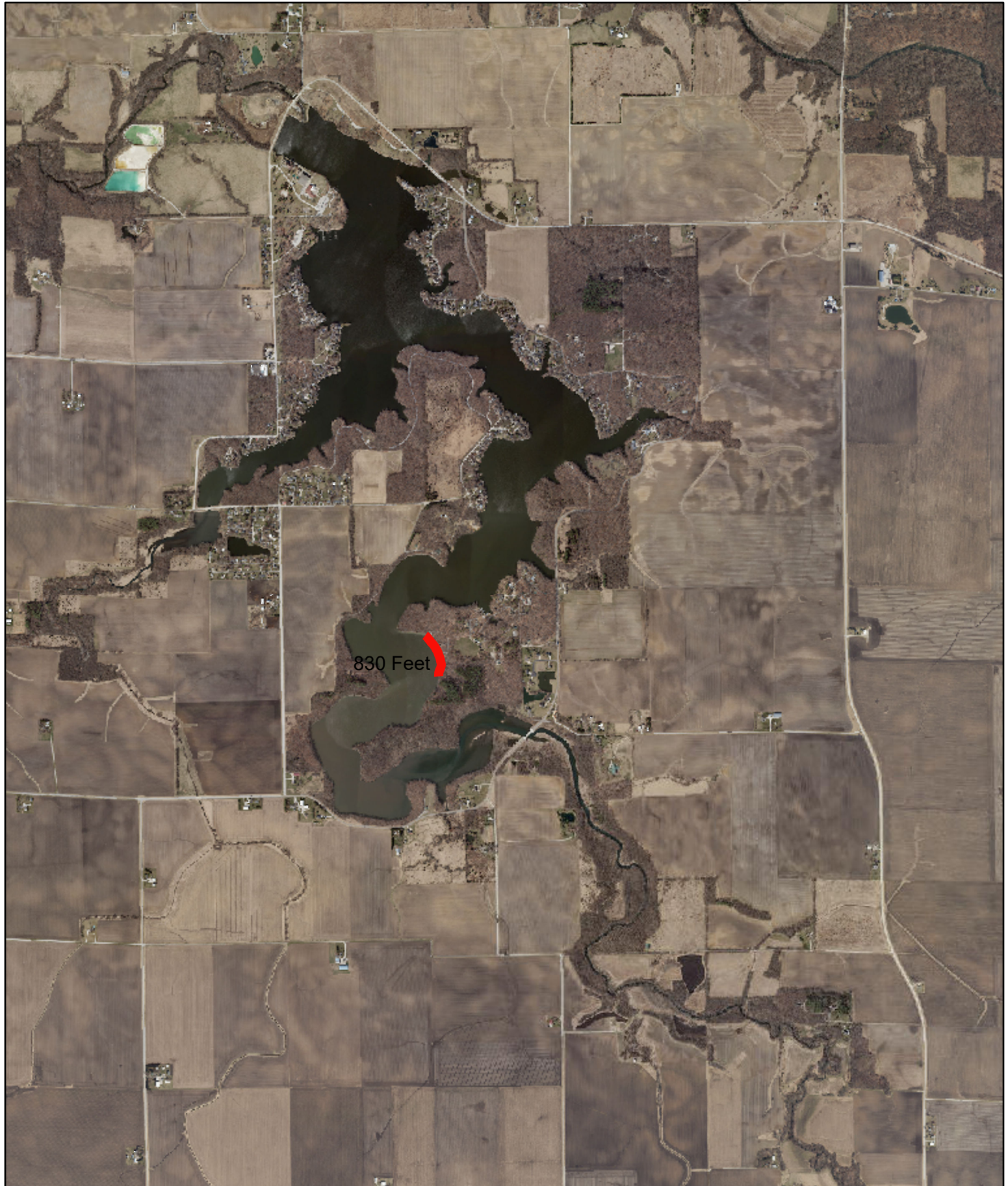
**Lake Bloomington Shoreline Stabilization
3/24/2023**

<i>Construction Supervision</i> (Site investigation, Survey, Staking, Construction Oversight, etc.)	\$18,000
 <i>Construction</i>	
<i>Reach #1</i>	
Installation (private contractor)	\$47,940
Materials (McLean Co SWCD & Highway Dept.)	\$50,060
Mobilization	\$2,000
 <i>Overall Project Management by McLean Co. SWCD</i>	 \$0.00
 <i>Total Project Cost</i>	 \$118,000

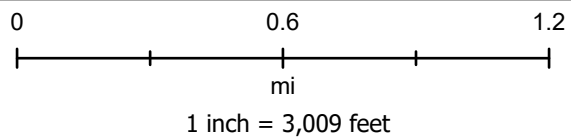
Typical Shoreline Profile - Lake Bloomington



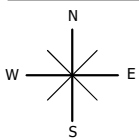
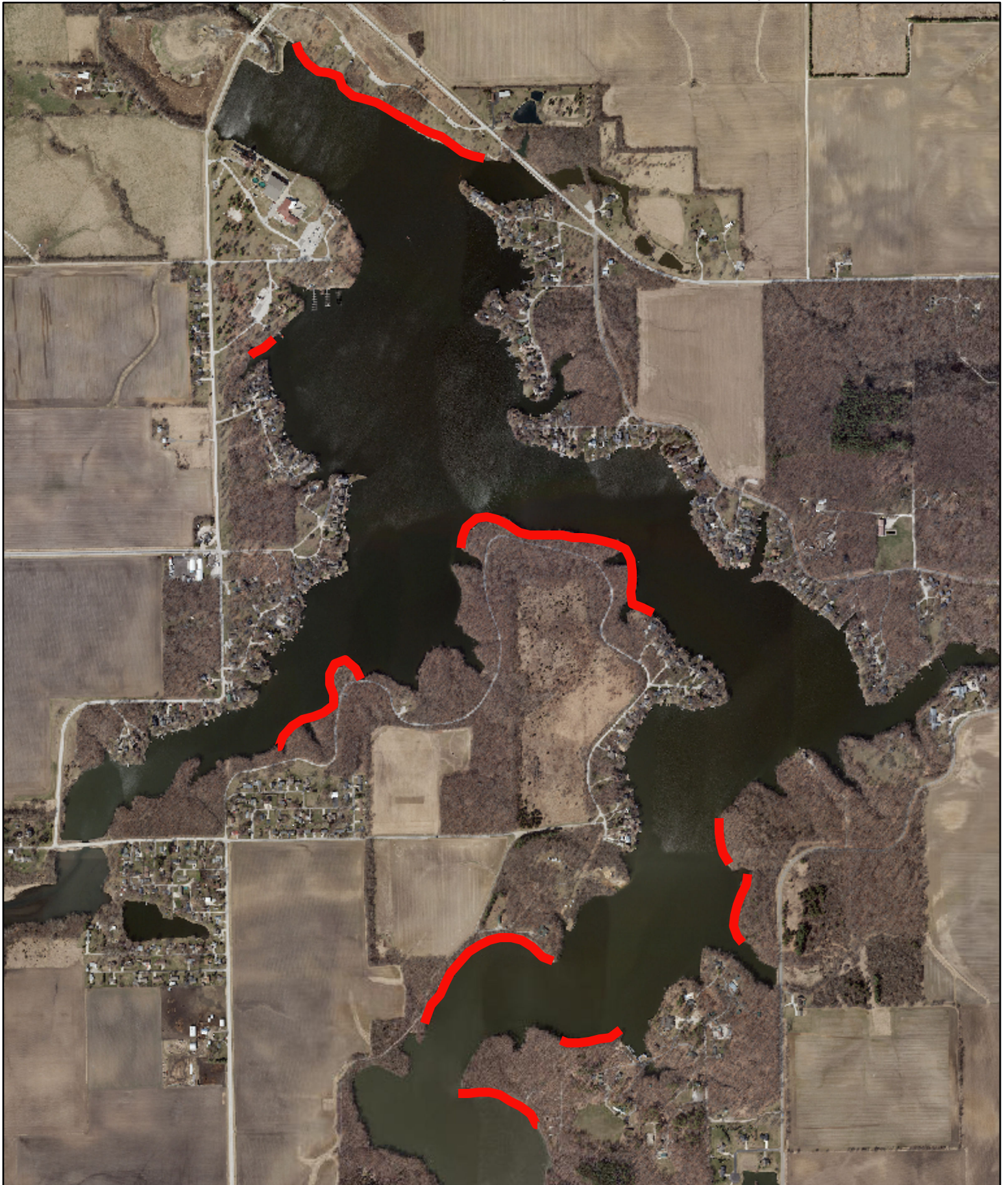
FY 24 Proposed Shoreline Stabilization Project



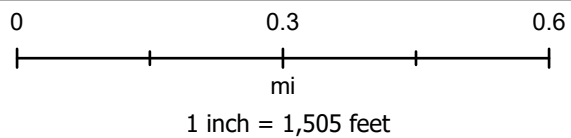
McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



Completed Lake Bloomington Stabilization Projects



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



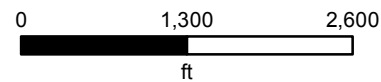
Completed Evergreen Lake Shoreline Stabilization Projects



McGIS, Melean County Museum of History



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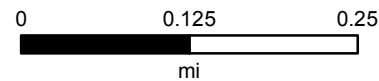
Completed Evergreen Lake Streambank Stabilization Projects



McGIS, Mclean County Museum of History



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



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.

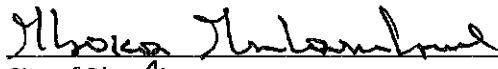
- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County.
- Prepare an update for both the Evergreen Lake and Lake Bloomington Watershed Plans.
- Work with Illinois State University to continue the valuable partnership between students, 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.

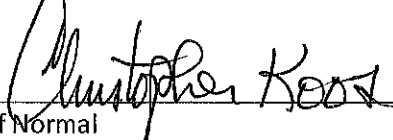
F. **Additional Agreements:**

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.



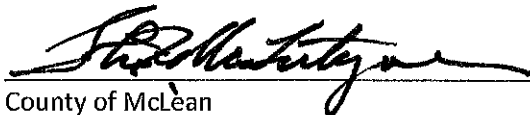
City of Bloomington

5/27/21
Date



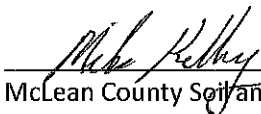
Town of Normal

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. 7.E.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of 308 Gun Safes from Premier and Companies, Inc. in the Amount of \$59,997.80, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Police Department plans to purchase 308 gun safes as part of the Violence Reduction & Prevention Programs, which were approved by a \$60,000 budget amendment for the Gun Lock Purchase Program on March 13, 2023. This is a follow-up request to purchase the safes from Premier and Companies, Inc. in the amount of \$59,997.80 using a joint purchasing contract through GSA.gov (Contract # GS-21F-0035T, expires 08/21/2027).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Presented to the Public Safety Community Relations Board on January 5th, 2023 as a part of the Violence Reduction & Prevention Initiative by the Police Department. The gun safety advocacy group, BESMART, was contacted, consulted, and is supportive of the plan to distribute the safes to residents.

FINANCIAL IMPACT: If approved, the City will purchase gun safes in the amount of \$59,997.80. This is included in the Revised FY 2023 Budget under Police-Other Supplies account (10015110-71190) and is related to the Budget Amendment approved on 03/13/2023, Item 8B.

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-1. Reduce Crime and the Fear of Crime; and Objective PS-1.2. Develop Personnel and Increase Departmental Efficiencies: Review and Research Relevant Technologies.

Respectfully submitted for consideration.

Prepared by: Clayton Arnold,

ATTACHMENTS:

[PD 1C GSA Contract](#)

[PD 1B Quote](#)



Click image for expanded view

**COMBINATION FIRE SAFE**

Mfr Part No.: SFW123CS
Contractor Part No.: 251031824
UPC/ISBN/EITB: 00049074010729
Manufacturer: SENTRY SAFE
Contract No.: GS-21F-00257 (ends: Aug 21, 2025)
MMS Schedule/SIN: MAS/132510C
Warranty: 30 DA
Country of Origin: MEXICO
Weight: 8.000 LB
Order Increment: 1

[Report incorrect product information](#)

Disaster Purchasing Items

Sale!
\$190.35 EA
ends: Apr 30, 2023

Price
\$290.30 EA

Sold and shipped by
PREMIER & COMPANIES, INC.
Contract minimum order: 1 EA

Qty:

Product Details

[Description](#)



525 Windsor Drive
 Secuacus, NJ 07094
 866-412-2472 - D & B 78-414-1384
 Quoted by: Michael Ambroselli - mambroselli@premierandco.com
 Premier & Companies is a Registered Small Business

Quote # [REDACTED]
 Quoted on: April 6, 2023
 Socioeconomic Status: **Small Business**
 Email to: carnold@cityblm.org

CLIN	Contractor Part No.	Mfr. Part No.	Manufacturer	Qty	Unit Price	Price Ext.
001	SENTRY SAFE Fire Safe: Compact and Portable, Combo Lock, 17 4/5 in Outside Ht, 16 1/3 in Outside Wd	SFW123CS	SENTRY SAFE	308	\$190.35	\$58,627.80
002	OVERSIZED FREIGHT	OVERSIZED FREIGHT	SENTRY SAFE	1	\$1,370.00	\$1,370.00
Total Quote						\$59,997.80

Lead Time: 40 - 60 Business Days Shipped ARO

Free dock-to-dock shipping on all orders over \$100.00 to CONUS locations. Free freight within the CONUS is only for dock-to-dock shipments, and does not include oversized freight items, truckloads, liftgate services or forklift services. It also does not include inside delivery, installation, assembly, or waste removal, but those services are available upon request. Shipping to Alaska, Hawaii, or Puerto Rico and APO/FPO addresses is available upon request, and is subject to shipment size, class and weight. If you can provide a physical overseas address, international freight rates are available upon request, as we can ship parcels worldwide via DHL.

All quotes are valid through June 30, 2023

If you need the quote extended we will make every effort to extend quote and quoted price.

To activate this quote please feel free to email or call me at my direct number of 212-359-3228

You can also fax a purchase order to 212-947-1140 Attn: Michael Ambroselli or contact me at the information below.

Sincerely,

Michael Ambroselli
 Bid Desk Supervisor
ambrosellim@premierandco.com
 Direct Phone: 212-359-3228
 Fax: 212-947-1992
<http://www.premierandcompanies.com>

GSA FSSI CONTRACTS:
 47QSEA20D0043 (BIC FSSI Office Supplies OS4)
 47QSHA19A000U (BIC FSSI MFRS – Maintenance, Repair and Operations Supplies)
 47QSHA19A000S (BIC FSSI MFRS – Janitorial and Sanitation Supplies)
 47QSHA19A000T (BIC FSSI MFRS – Janitorial and Sanitation Supplies)
 GS-07F-DA354 (FSSI REQUISITION – Personal Hygiene – Pool 7, East Coast)

GSA FSS MAS CONTRACTS:
 GS-07F-0509T (Cleaning and Maintenance Products)
 GS-21F-0035T (Hardware Superstore)
 GS-02F-0113W (Bottles, Jars, Boxes, Cartons, Crates and Container Systems)
 GS-30F-0031X (Automotive Superstore)
 GS-07F-0588Y (Total Solutions for Law Enforcement, Tactical Gear)
 GS-03F-024AA (Sports, Promotional, Outdoor, Recreation, Trophies and Signs)
 GS-27F-028BA (Furniture)

Government Sales: 1-866-412-2GSA (2472)
 Tax ID # [REDACTED]



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Purchase of Professional Services, Hardware, Licensing, and Installation of an Access Control System at Fire Headquarters and Fire Station #6 Through Triconic, Inc., for a Total Amount of \$85,722, as requested by the Information Technology Department and the Fire Department.

RECOMMENDED MOTION: The proposed Purchase 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 Fire Department is seeking to improve the security of their facilities by upgrading their access control system. The current system, which uses keys or pin pads, is not as secure as it could be. It is difficult to control access when staff are no longer employed with the Fire Department, and it is difficult to track who has access to restricted areas.

The new system will use key cards or fobs to grant access. This will make it easier to control access, as cards or fobs can be deactivated if someone leaves the Fire Department. The system will also track who has access to specific areas, which will help to improve security. The new system will be compatible with the existing system, which is supported by Tech Electronics. This means that the Fire Department will not have to change its entire security system, and staff will be able to continue to use the expertise of Tech Electronics for maintenance and troubleshooting. The City has been using the current system for over 10 years, and they have considerable staff knowledge and expertise using it. This means that the additions to the new system will be smooth, and the Fire Department will be able to take advantage of the new features and benefits immediately.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase Professional Services, Hardware, Licensing, and Installation of Access Control System at Fire Headquarters and Fire Station #6 Through Triconic, Inc., for a Total Amount of \$85,722. This will be paid out of the Fire-Capital Outlay Equipment Other than Office account (10015210-72140). Stakeholders can locate this in the FY 2023 Budget Books: "Budget Overview & General Fund" on page 239 and Other Funds & Capital Improvement" on page 97.

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: Megan Horath, Administrative Assistant

ATTACHMENTS:

IT 1B Quote - Fire Station HQ

IT 1C Quote - Fire Station #6

IT 1D Limited Source Justification-Fire HQ

IT 1E Limited Source Justification-Fire Station 6

Mr. Craig McBeath
 City of Bloomington
 310 North Lee Street
 Bloomington IL, 61701

email: Cmcbeath@cityblm.org Project:
 City of Bloomington
 City of Bloomington - Fire Station #1 Access
 Control

Tech Electronics of Illinois, LLC (Tech) is pleased to offer for sale the described goods and/or merchandise and/or service upon the terms set out herein:

The Objective:

Tech Electronics ("TE") proposes to perform the following scope of work for the City of Bloomington Fire Station Head Quarters, derived by site surveys and conversations with the City of Bloomington and contractors.

- TE shall work with WM Masters to install all access control cabling, provided by TE, from the existing headend on the first floor to each door (Example 1). TE shall provide and install two additional blades in the existing S2 node to accommodate for these additional doors.
- TE shall work with LaForce to provide and install scar plates, electric strikes, keyways, door closers, and mag locks to secure the three (3) doors. LaForce shall provide and install three (3) new doors and frames for each door (Example 1).
- TE shall provide at each door: one (1) Signo card reader with keypad, request to exit sensor, and door contact.- TE shall terminate all devices and headend, perform programming, test and verify each door for full functionality.

Tech Electronics ("TE") proposes to perform the following scope of work as an add on to the proposes project for Fire Station Head Quarters:

- TE shall work with WM Masters to install two (2) Cat 6 cables to the lobby area and one (1) 18/4 cable. TE shall provide all cabling.
- TE shall work with WM Masters to install one (1) Cat 6 Cable to the rear entrance.
- TE shall provide and install two (2) Axis P3267-LVE cameras to cover the front lobby and rear entrance. The other cables shall be spooled up and left in a clean manner to use for future purposes.
- TE shall connect the Axis camera to the existing switch, test, aim, and focus.

ITEM # 1 Fire Station Headquarters - Access Control

Adds S2 Netbox Extreme Access Control System

Quantity Description

****DOORS****

EMS

- 1 Request to Exit Motion Detector: Light Grey
- 1 Trim Plate for Mounting DS160 on a One Gang Box, Light Gray, DS150ITP160
- 1 Nascom N78G/STSD Recessed 1" Wide Gap Standard Door Contact Set, Single Pole, Double Throw, Switch/Magnet, Grey

Please see last page of this submission for customer acceptance.

Tech Electronics of Illinois, LLC

417 Olympia Dr., Bloomington, IL 61704 . 309-874-2700 . Fax:309-433-9099 . www.techelectronics.com

- 1 Signo 40K, Single Gang, Keypad, Black/Silver, Terminal St
- MAIN ENTRANCE**
- 1 Request to Exit Motion Detector: Light Grey
- 1 Trim Plate for Mounting DS160 on a One Gang Box, Light Gray, DS150ITP160
- 1 Signo 20K, Mullion, Keypad, Black/Silver, Pigtail
- 1 Nascom N78G/STSD Recessed 1" Wide Gap Standard Door Contact Set, Single Pole, Double Throw, Switch/Magnet, Grey

- 1 Request to Exit Motion Detector: Light Grey
- 1 Trim Plate for Mounting DS160 on a One Gang Box, Light Gray, DS150ITP160
- 1 Signo 40K, Single Gang, Keypad, Black/Silver, Terminal St
- 1 Nascom N78G/STSD Recessed 1" Wide Gap Standard Door Contact Set, Single Pole, Double Throw, Switch/Magnet, Grey

HEADEND

****USE EXISTING S2 ENCLOSURE****

- 2 Access Control Application Extension Blade with Support For 2 Readers, 4 Inputs, And 4 Outputs

CABLE

- 1 Cable, Composite, Card Access
- 1 Composite Card Access Cable

Scope of Work by Tech Electronics:

TOTAL purchase price includes equipment, consultation, LABOR TO CONNECT, program.

ITEM # 2 Fire Station Headquarters - ADD ON

Milestone XProtect Enterprise Security System

Quantity Description

MAIN ENTRANCE CAMERA

- 1 P3267-LVE P32 Series 5MP Outdoor Dome Camera with IR & Deep Learning, 3-8mm Varifocal Lens

REAR ENTRANCE CAMERA

- 1 P3267-LVE P32 Series 5MP Outdoor Dome Camera with IR & Deep Learning, 3-8mm Varifocal Lens

CABLE

- 1 Cable, PVC, 4 Pair, 24 AWG, Solid, Category 6

Please see last page of this submission for customer acceptance.

Tech Electronics of Illinois, LLC

417 Olympia Dr., Bloomington, IL 61704 . 309-874-2700 . Fax:309-433-9099 . www.techelectronics.com



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Date: 3/20/2023

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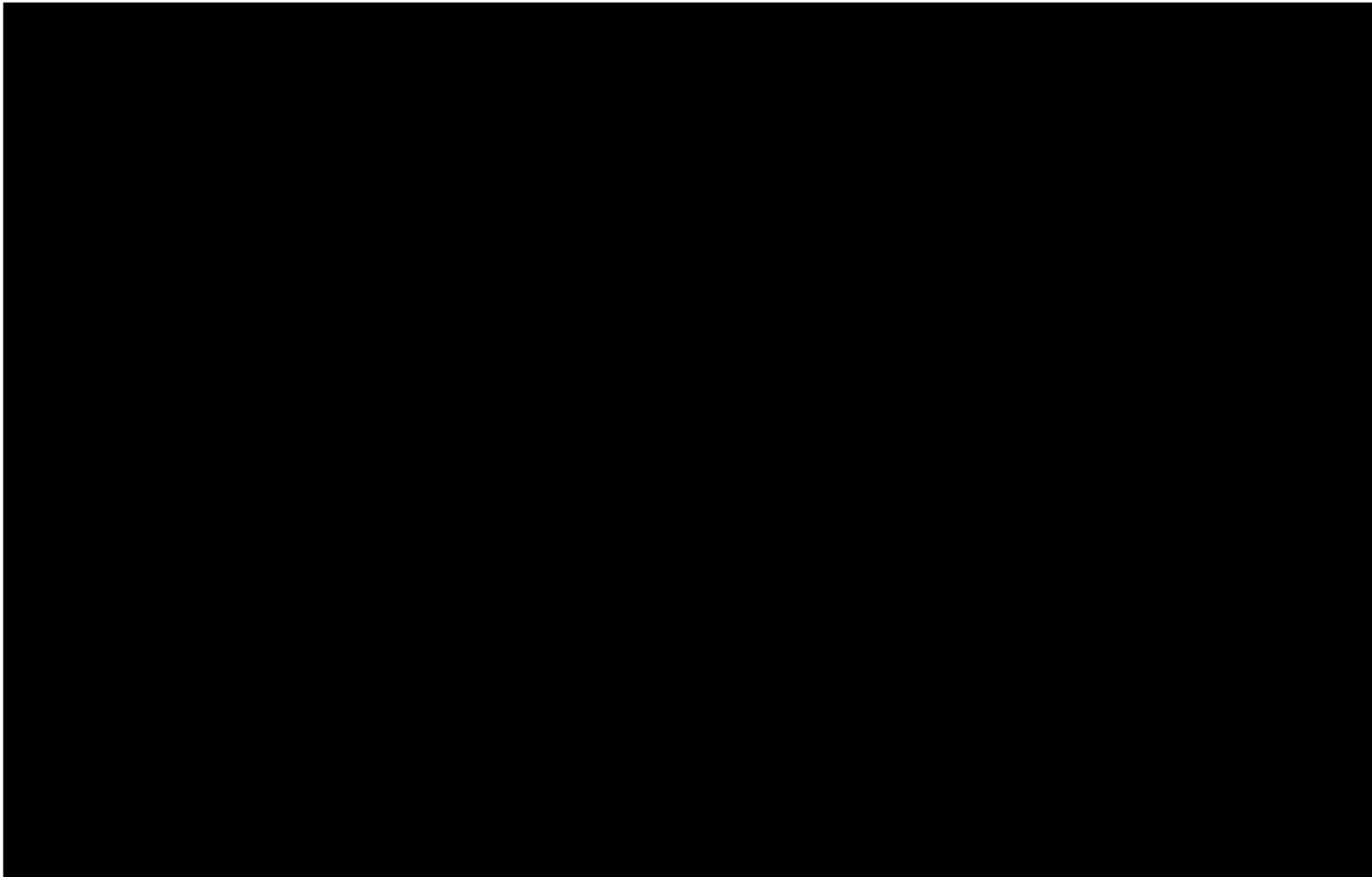
The Power of Connection and Protection®

300 4 Conductor, 18 AWG, Stranded, Shielded Plenum Cable

Scope of Work by Tech Electronics:

TOTAL purchase price includes equipment, consultation, LABOR TO CONNECT, program.

TOTAL PURCHASE PRICE FOR ITEM #1	\$49,977.00
TOTAL PURCHASE PRICE FOR ITEM #2	\$ 6,787.00
ADD 36-MONTH EXTENDED WARRANTY	\$ 2,637.00
<u>TOTAL PURCHASE PRICE FOR ITEMS #1 AND #2</u>	<u>\$59,401.00</u>



Clarifications/Scope of Work by Others:

WARRANTY:

Please see last page of this submission for customer acceptance.

Tech Electronics of Illinois, LLC

417 Olympia Dr., Bloomington, IL 61704 . 309-874-2700 . Fax:309-433-9099 . www.techelectronics.com

This Submission includes a one (1) year material warranty from the date of installation completion or first beneficial use by the End User Customer, whichever occurs first. Material warranty will be provided by Tech Electronics per our Submission's terms and conditions. Job-site labor warranty to be provided by the installing party/contractor. Tech's warranty covers only material listed on this Submission and furnished and/or installed by Tech Electronics.

All warranty work by Tech Electronics, Inc. to be performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours and/or during holidays for any reason, it will be performed by Tech Electronics on a time and material basis as an extra to this Submission at Tech Electronics' current rate differential between the normal and overtime labor rates plus the minimum overtime service call-out charges.

This warranty does not apply to any products which have been installed incorrectly by the installing party/contractor and/or subjected to mishandling, improper use, or abuse. Please refer to Submission for additional terms, conditions, clarifications, and limitations of warranty.

Tech Electronics of Illinois is a proud member of the IBEW. Our Technicians can proudly arrive on project sites and perform tasks and maintenance functions on everything we sell when others cannot, or should not. Even if Tech is not chosen as your primary subcontractor, please consider using an IBEW Union company for all of your projects.

TECH PROPRIETARY INFORMATION:

The concepts, configurations, drawings, Bills of Materials and schematics which are part of our design bid materials submitted in response to your proposal are proprietary and contain applications and data which are the property of Tech. These items are submitted to you exclusively to respond to your proposal and must be kept confidential. Our materials are copyrighted and we specifically request that you refrain from disseminating these bid materials other than on a need to know basis within your organization, or for such usual and customary approval as may be necessary by the general contractor or owner.

WORK JURISDICTION:

Acceptance of this Submission constitutes an acknowledgment by the accepting party that if Tech cannot perform any of the labor services listed herein due to union jurisdiction or at customer's request, the accepting party agrees to release Tech from such obligation and the accepting party also agrees to accept a cost deduct as determined by

Please see last page of this submission for customer acceptance.



Price Valid Thru : 04/03/23

SUBMISSION

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Date: 3/20/2023

0155704-01E

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Tech for the portion of the work that Tech cannot perform.

TECH NORMAL WORK HOURS:

NOTE: Unless noted otherwise herein, this Submission is based on all work by Tech being performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours and/or during holidays at customer's request, it will be performed on a time and material basis at Tech's current overtime labor rates as an extra to this Submission.

SINGLE-PHASE COMPLETION:

Please note that any and all of Tech's services that may have been listed on this Submission are based on a SINGLE-PHASE COMPLETION of this entire project. If for any reason this project is to be delivered in multiphases, the additional costs incurred by Tech will be invoiced on a time and material basis at Tech's current labor rates as an extra to this Submission.

This Submission is merely an offer and shall not be binding upon Tech unless and until signed by an officer of Tech, and any resulting contract shall be subject to the terms and conditions listed above and on "ATTACHMENT A, SUBMISSION TERMS AND CONDITIONS," which is incorporated herein by reference. In lieu of Attachment A, Tech and the Customer may have agreed to a written set of MASTER SUBMISSION TERMS AND CONDITIONS which are incorporated herein by reference. No term, condition, deletion, modification, or other understanding, oral or written, in any way purporting to vary these terms and conditions, whether contained in purchaser's formal purchase order, related forms, or elsewhere, shall be binding upon Tech, unless approved in writing and signed by an officer of Tech.

PAYMENT: Progress Billing

DELIVERY:

F.O.B. Tech Electronics of Illinois, LLC

IN WITNESS WHEREOF the parties hereto have caused this agreement to be properly executed, intending that it shall be legally binding upon them and their respective heirs, estates, successors and assigns.

CUSTOMER ACCEPTANCE:

Tech Electronics of Illinois, LLC

Salesperson:

Authorized Signature

Date

Dylan Leach

Date

Printed Name

Tech Officer's Acceptance

Date

Title

Title

This Submission shall be void unless accepted within 14 days from the date hereof. Unless indicated otherwise on this Submission, the prices quoted herein do not include any sales tax, duties, excise or other similar taxes. All such taxes imposed will be added as a separate item on the invoice.

Mr. Craig McBeath
 City of Bloomington
 4040 Oakland Avenue
 Bloomington IL, 61704

Email: Cmcbeath@cityblm.org Project:
 City of Bloomington
 City of Bloomington - Fire Station #6 Access
 Control

Tech Electronics of Illinois, LLC (Tech) is pleased to offer for sale the described goods and/or merchandise and/or service upon the terms set out herein:

The Objective:

Tech Electronics ("TE") proposes to perform the following scope of work for City of Bloomington Fire Station #6 – Item #1, derived by site surveys and conversations with the City of Bloomington and contractors.

- TE shall work with WM Master’s to install cabling and power circuits. WM Masters shall install access control cabling, provided by TE, from the headend to each door (Example 1). TE shall provide a rack mountable S2 node and blades for WM Masters to mount in the secured equipment room on the lower level.
- TE shall work with LaForce to provide and install scar plates, electric strikes, keyways, door closers, and mag locks to secure the two (2) doors.
- TE shall provide at each door: one (1) Signo card reader with keypad, request to exit sensor, door contact.
- TE shall terminate all devices and headend, perform programming, test, and verify each door for full functionality.

ITEM #1 – Add On

- TE shall work with WM Masters to install cabling, provided by TE, to the conference entrance / exit door.
- TE shall work with LaForce to provide and install one (1) electric strike.
- TE shall install at the door: one (1) Signo card reader with keypad, request to exit sensor, door contact.
- TE shall terminate all devices and headend, perform programming, test, and verify the door for full functionality.

Tech Electronics ("TE") proposes to perform the following scope of work as an add on to the proposes project for Fire Station #6 – Item #2:

- TE shall work with WM Masters to install two (2) Cat 6 cables to the lobby area and one (1) 18/4 cable. TE shall provide all cabling.
- TE shall provide and install one (1) Axis M3085-V camera to cover the front lobby entrance. The other cables shall be spooled up and left in a clean manner to use for future purposes.
- TE shall connect the Axis camera to the existing switch, test, aim, and focus.

Fire Station #6 - Access Control Adds S2

Netbox Extreme Access Control System

Quantity Description

****DOORS******EMS**

- 1 Request to Exit Motion Detector: Light Grey
- 1 Trim Plate for Mounting DS160 on a One Gang Box, Light Gray, DS150ITP160
- 1 Nascom N78G/STSD Recessed 1" Wide Gap Standard Door Contact Set, Single Pole, Double Throw, Switch/Magnet, Grey
- 1 Signo 40K, Single Gang, Keypad, Black/Silver, Terminal St

SIDE ENTRANCE NORTHEAST CORNER TO LOUNGE AREA

- 1 Request to Exit Motion Detector: Light Grey
- 1 Trim Plate for Mounting DS160 on a One Gang Box, Light Gray, DS150ITP160
- 1 Man Door Surface Mount Aluminum Steel Door DPDT Switch, 24" Armored Cable, Silver
- 1 Signo 40K, Single Gang, Keypad, Black/Silver, Terminal St

ADD ON - Conference Room Door Entrance

- 1 Request to Exit Motion Detector: Light Grey
- 1 Trim Plate for Mounting DS160 on a One Gang Box, Light Gray, DS150ITP160
- 1 Nascom N78G/STSD Recessed 1" Wide Gap Standard Door Contact Set, Single Pole, Double Throw, Switch/Magnet, Grey
- 1 Signo 20K, Mullion, Keypad, Black/Silver, Pigtail
- 1 Access Control Application Extension Blade with Support For 2 Readers, 4 Inputs, And 4 Outputs
- 1 Composite Card Access Cable

Please see last page of this submission for customer acceptance.

HEADEND

- 1 Rack Mount Enclosure With (1) S2 ACM Blade And 6 Available Expansion Slots
- 1 S2-RMK

CABLE

- 1 Cable, Composite, Card Access

Scope of Work by Tech Electronics:

TOTAL purchase price includes equipment, consultation, LABOR TO CONNECT, program.



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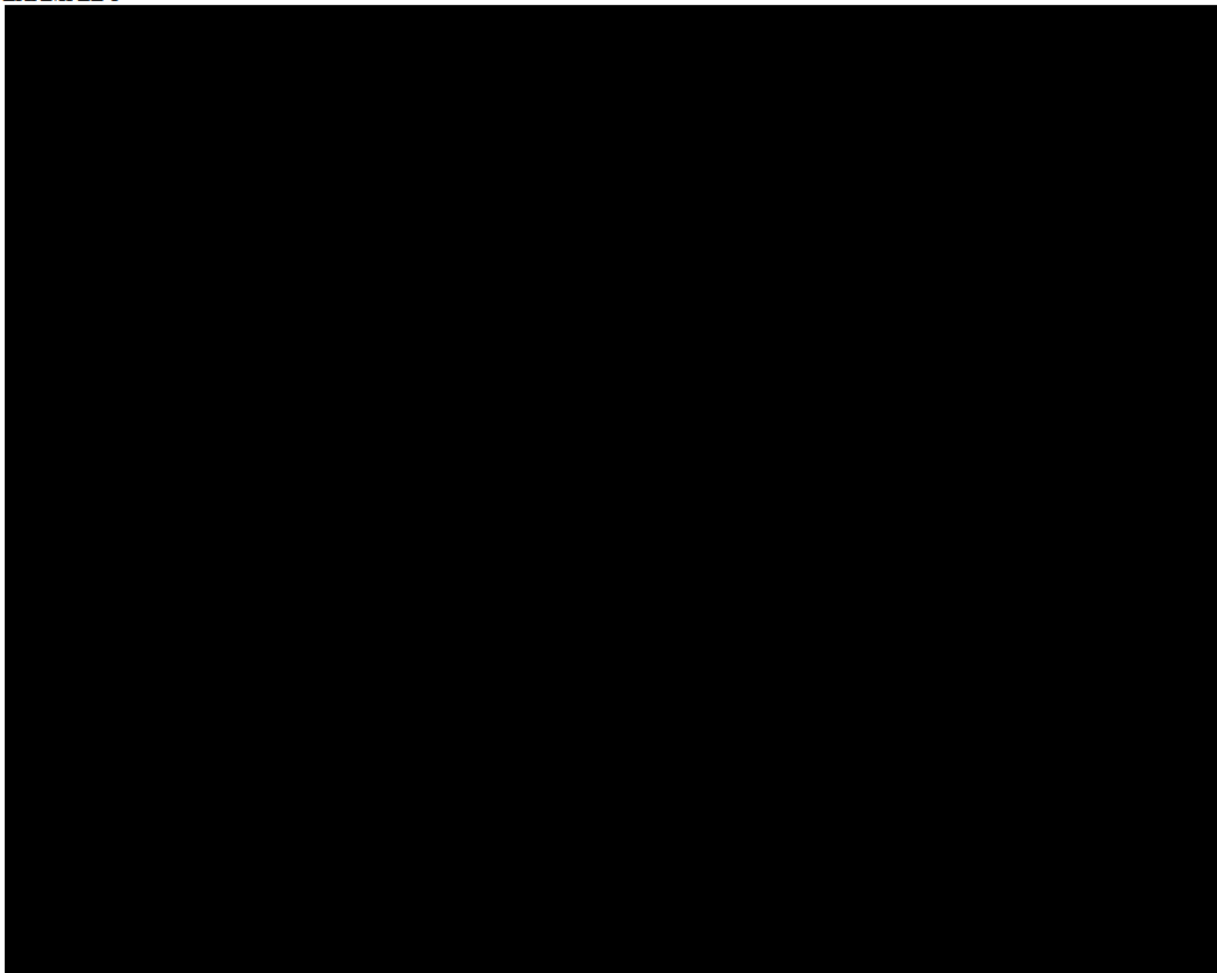
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TOTAL PURCHASE PRICE FOR ITEM #1	\$16,577.00	<input type="checkbox"/>
TOTAL PURCHASE PRICE FOR ITEM #1 – ADD ON	\$ 4,260.00	<input type="checkbox"/>
TOTAL PURCHASE PRICE FOR ITEM #2	\$ 2,967.00	<input type="checkbox"/>
ADD 36-MONTH EXTENDED WARRANTY	\$ 2,517.00	<input type="checkbox"/>

<u>TOTAL PURCHASE PRICE FOR ALL ITEMS</u>	<u>\$26,321.00</u>
--------------------------------------------------	---------------------------

EXAMPLE 1



Clarifications/Scope of Work by Others:

WARRANTY:

This Submission includes a one (1) year material warranty from the date of installation completion or first beneficial use by the End User Customer, whichever occurs first. Material warranty will be provided by Tech Electronics per our Submission's terms and conditions. Job-site labor warranty to be provided by the installing party/contractor. Tech's warranty covers only material listed on this Submission and furnished and/or installed by Tech Electronics.

All warranty work by Tech Electronics, Inc. to be performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours and/or during holidays for any reason, it will be performed by Tech Electronics on a time and material basis as an extra to this Submission at Tech Electronics' current rate differential between the normal and overtime labor rates plus the minimum overtime service call-out charges.

This warranty does not apply to any products which have been installed incorrectly by the installing party/contractor and/or subjected to mishandling, improper use, or abuse. Please refer to Submission for additional terms, conditions, clarifications, and limitations of warranty.

PEACE OF MIND 24/7 EXTENDED WARRANTY (UPON ACCEPTANCE):

This Submission includes an extended Peace of Mind Warranty for THREE (3) additional years from the end date of initial one (1) year warranty period whereby these terms are also extended to the initial warranty period. Extended Warranty will be provided by Tech Electronics per our Submission's terms and conditions. Tech's warranty covers only material listed on this Submission and furnished and/or installed by Tech Electronics.

Peace of Mind Extended Warranty Coverage Includes:

1. Service Labor: 24 hrs per day, 7 days per week, 365 days per year
2. Material: all material listed on this submission
3. Software: upgrades and patches and all labor required to install
4. Technical Service Desk Support: Unlimited, Monday – Friday, 8:00 am – 5:00 pm
5. Training: Unlimited, Monday – Friday, 8:00 am – 5:00 pm
6. Priority Service: 8 business hour service response

This warranty does not apply to any products which have been installed incorrectly by the installing party/contractor and/or subjected to mishandling, improper use, or abuse. Please refer to Submission for additional terms, conditions, clarifications, and limitations of warranty.

Tech Electronics of Illinois is a proud member of the IBEW. Our technicians can proudly arrive on project sites and perform tasks and maintenance functions on everything we sell when others cannot, or should not. Even if Tech is not chosen as your primary subcontractor, please consider using an IBEW Union company for all of your projects.

TECH PROPRIETARY INFORMATION:

The concepts, configurations, drawings, Bills of Materials, and schematics which are part of our design bid materials submitted in response to your proposal are proprietary and contain applications and data which are the property of Tech. These items are submitted to you exclusively to respond to your proposal and must be kept confidential. Our materials are copyrighted, and we specifically request that you refrain from disseminating these bid materials other than on a need-to-know basis within your organization, or for such usual and customary approval as may be necessary by the general contractor or owner.

Please see last page of this submission for customer acceptance.

WORK JURISDICTION:

Acceptance of this Submission constitutes an acknowledgment by the accepting party that if Tech cannot perform any of the labor services listed herein due to union jurisdiction or customer's request, the accepting party agrees to release Tech from such obligation and the accepting party also agrees to accept a cost deduct as determined by Tech for the portion of the work that Tech cannot perform.

TECH NORMAL WORK HOURS:

NOTE: Unless noted otherwise herein, this Submission is based on all work by Tech being performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours



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0155704-01D

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and/or during holidays at customer's request, it will be performed on a time and material basis at Tech's current overtime labor rates as an extra to this Submission.

SINGLE-PHASE COMPLETION:

Please note that any and all of Tech's services that may have been listed on this Submission are based on a SINGLE PHASE COMPLETION of this entire project. If for any reason this project is to be delivered in multiphases, the additional costs incurred by Tech will be invoiced on a time and material basis at Tech's current labor rates as an extra to this Submission.

This Submission is merely an offer and shall not be binding upon Tech unless and until signed by an officer of Tech, and any resulting contract shall be subject to the terms and conditions listed above and on "ATTACHMENT A, SUBMISSION TERMS AND CONDITIONS," which is incorporated herein by reference. In lieu of Attachment A, Tech and the Customer may have agreed to a written set of MASTER SUBMISSION TERMS AND CONDITIONS which are incorporated herein by reference. No term, condition, deletion, modification, or other understanding, oral or written, in any way purporting to vary these terms and conditions, whether contained in purchaser's formal purchase order, related forms, or elsewhere, shall be binding upon Tech, unless approved in writing and signed by an officer of Tech.

PAYMENT: Progress Billing

DELIVERY: F.O.B. Tech Electronics of Illinois, LLC

IN WITNESS WHEREOF the parties hereto have caused this agreement to be properly executed, intending that it shall be legally binding upon them and their respective heirs, estates, successors and assigns.

CUSTOMER ACCEPTANCE:

Tech Electronics of Illinois, LLC

Salesperson:

Authorized Signature Date

Dylan Leach Date

Printed Name

Tech Officer's Acceptance Date

Title

Title

This Submission shall be void unless accepted within 14 days from the date hereof. Unless indicated otherwise on this Submission, the prices quoted herein do not include any sales tax, duties, excise or other similar taxes. All such taxes imposed will be added as a separate item on the invoice.

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & 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 & #: 5417 Triconic Inc. Tech Electronics of Illinois	Amount: \$ 59,401.00	Date: 04/03/2023
--------------------------------------------------------------------------------	-----------------------------	-------------------------

Description of item/services:

Staff is requesting to contract with Tech Electronics for professional services, hardware, licensing, and installation of Access Control solution on two (2) exterior doors and one (1) interior door for the Fire department.

Justification:

Tech Electronics has a proven track record of providing excellent service on several projects with us. They have unique knowledge of our current infrastructure and will be able to most efficiently provide the needed services. They are familiar with the setup and current programming of our current access control system, which will make it easy and efficient for them to implement changes and provide support. The locations are not currently covered by an access control system, and installing one will increase the security of these buildings by allowing and auditing authorized staff to enter the doors as needed.

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.

Eric West (Name & Signature of Department Director or Designee Submitting)	<i>Eric West</i>	4/4/2023 8:41 AM CDT Date
---------------------------------------------------------------------------------------	------------------	--------------------------------

Craig McBeath (Name & Signature of Department Director or Designee Approving)	<i>Craig McBeath</i>	4/4/2023 8:59 AM CDT Date
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SECTION C –TO BE COMPLETED BY THE PROCUREMENT OFFICE:

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

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

Do not concur for the following reason(s):

Click or tap here to enter text.

Carla Murillo (Name & Signature of Purchasing Agent or Designee)	<i>Carla Murillo</i>	4/4/2023 9:14 AM CDT Date
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LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & 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 & #: 5417 Tronicom Inc. Tech Electronics of Illinois	Amount: \$ 26,321.00	Date: 4/03/2023
--------------------------------------------------------------------------------	-----------------------------	------------------------

Description of item/services:

Staff is requesting to contract with Tech Electronics for professional services, hardware, licensing, and installation of Access Control solution on two (2) exterior doors and one (1) interior door for the Fire department.

Justification:

Tech Electronics has a proven track record of providing excellent service on several projects with us. They have unique knowledge of our current infrastructure and will be able to most efficiently provide the needed services. They are familiar with the setup and current programming of our current access control system, which will make it easy and efficient for them to implement changes and provide support. The locations are not currently covered by an access control system, and installing one will increase the security of these buildings by allowing and auditing authorized staff to enter the doors as needed.

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.

Eric West (Name & Signature of Department Director or Designee Submitting)	<i>Eric West</i>	4/4/2023 8:41 AM CDT Date
---------------------------------------------------------------------------------------	------------------	--------------------------------

Craig McBeath (Name & Signature of Department Director or Designee Approving)	<i>Craig McBeath</i>	4/4/2023 8:59 AM CDT Date
------------------------------------------------------------------------------------------	----------------------	--------------------------------

SECTION C –TO BE COMPLETED BY THE PROCUREMENT OFFICE:

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

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

Do not concur for the following reason(s):

Click or tap here to enter text.

Carla Murillo (Name & Signature of Purchasing Agent or Designee)	<i>Carla Murillo</i>	4/4/2023 9:14 AM CDT Date
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CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement Amendment with Henson Disposal, Inc. for Excavation Materials Disposal (Bid #2020-35) in the Amount of \$40 per Ton of Excavation Materials, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: If approved, the City will amend the agreement with Henson Disposal and pay them \$40 per ton for excavation materials disposal from May 1, 2023, through July 31, 2023. Henson Disposal notified the City that the current excavation materials facility will be full and unavailable after July 31, 2023. The Agreement Amendment allows the current contract to be extended for a partial year so that City staff have time to prepare, advertise, and receive bids for excavation material disposal.

Excavation materials are generated during excavations performed by the City to repair and maintain infrastructure, including streets, sanitary sewers, stormwater infrastructure, and water infrastructure. They generally include excavation soil from repair, replacement, excavation, grading, and other activities that may also include broken concrete, bricks, rock, aggregate, pieces of clay or plastic pipe, water soil slurry, or asphalt pavement. Excavation materials may also be soil from the aforementioned activities that do not contain any broken concrete, bricks, rock, aggregate, pieces of clay or plastic pipe, water soil slurry, or asphalt pavement. The materials disposed of under this contract must be free of sanitary sewer discharge.

The recipient of the excavation materials must possess the required permit from the Illinois Environmental Protection Agency, allowing them to accept, store, and handle these types of materials safely.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is an FY 2024 Budgeted Item. If approved, the City will enter into an Amended Agreement for May, June & July, 2023 (FY 2024), for Excavation Material Disposal, in the amount of \$40 per ton, with Henson Disposal, Inc. Stakeholders can locate the Street Maintenance portion of the budget in the FY 2024 Proposed Budget Book titled "Budget Overview & General Fund". The Water, Sanitary Sewer, and Storm Water portions can be located in the FY 2024 Proposed Budget Book titled "Other Funds and Capital

Improvement".

The page numbers follow the specific accounts and dollar amounts:

1. Street Maintenance - Landfill & Residual Disposal (10016120-70650) page 254 - \$21,218
2. Water - Transmission/Distribution - Landfill & Residual Disposal (50100120-70650) page 93 - \$75,000
3. Sanitary Sewer - Landfill & Residual Disposal (51101100-70650) page 106 - \$25,750
4. Storm Water - Landfill & Residual Disposal (53103100-70650) page 111 - \$15,000

The above dollar amounts are 3-month estimates based on the full 12-month budget for each division.

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: Colleen Winterland, Superintendent of Streets and Sewers

ATTACHMENTS:

[PW 10B Resolution](#)

[PW 10C First Agreement Amendment](#)

[PW 10D Original Contract](#)

RESOLUTION NO. 2023 -

A RESOLUTION APPROVING THE FIRST AMENDMENT TO A CONTRACT WITH HENSON DISPOSAL, INC. FOR THE DISPOSAL OF EXCAVATION MATERIALS

WHEREAS, on July 27, 2020, the City entered into an agreement with Henson Disposal, Inc. for the disposal of excavation materials; and

WHEREAS, the agreement between the City and Henson Disposal, Inc. provides for annual renewals May 1st through April 30th of the following year; and

WHEREAS, Henson Disposal, Inc. is unable to accommodate disposal of excavation materials beyond July 31, 2023, and has offered the City a modified extension of the current agreement from May 1, 2023, through July 30, 2023, at pricing of \$40 per ton; and

WHEREAS, the City Council finds it to be in the best interests of the City to approve the amendment with Henson Disposal, Inc., for the three-month extension of excavation material disposal as set forth in this Resolution.

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

Section 1. That the recitals set forth above are incorporated herein, a contract with Henson Disposal, Inc. for excavation material disposal is approved, and the City Manager is authorized to enter into a contract, and execute any related documents, with Midwest Fiber Recycling, at the price of \$40 per ton of disposed material, upon legal review and approval of the contractual documents.

PASSED this 24th day of April 2023.

APPROVED this _____ day of April 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**FIRST AMENDMENT TO AGREEMENT
FOR EXCAVATION MATERIAL DISPOSAL AGREEMENT BETWEEN THE CITY
OF BLOOMINGTON AND
HENSON DISPOSAL INC.**

This First Amendment, made and entered into this ___ day of April 2023, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter “CITY”), and HENSON DISPOSAL INC., (hereinafter “HENSON”), WITNESSETH that:

WHEREAS, on May 1, 2020, an Agreement for excavation disposal services (“Agreement”) was signed by City Manager Gleason and HENSON for the initial year with possible one-year extensions for up to four (4) renewals unless a notice from either party is received 30 days prior to the current term expiration; and

WHEREAS, the City received a notice from HENSON that the current location the City takes the excavation materials will be full and unavailable after July 31, 2023; and

WHEREAS, the parties have agreed to extend the Agreement for a limited term and this amendment will allow the City time to go out for solicitation to obtain the best price for excavation disposal services; and

WHEREAS, the parties desire to amend the agreement for a limited term, allowing for natural expiration on July 30, 2023; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendment to Term. The last sentence of Section 3 of the Agreement shall be amended as follows to clarify the term of the Agreement:

All other work identified in the Procurement Documents, except that the term of the Agreement shall be amended to remove the 2 one-year renewal periods and instead the Agreement shall continue in effect from May 1, 2023, through July 30, 2023, at which time the Agreement shall expire.

3. Amendment to Final Term Price. Section 4 of the Agreement shall be amended as follows to set the price for the final three-months of the Agreement.

Fees as set forth in the Procurement Documents, except that disposal of excavation material shall be provided at a price of \$40 per ton for the period May 1, 2023, through July 30, 2023.

4. In all other respects the Agreement for the HENSON excavation material disposal services shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for the HENSON excavation material disposal services in duplicate this day and year first above written.

CITY OF BLOOMINGTON

HENSON DISPOSAL INC.

By: _____
Its City Manager

By: _____
Its Representative

ATTEST:

ATTEST:

By: _____
Its City Clerk

By: _____
Its Secretary

**CITY OF BLOOMINGTON
CONTRACT WITH
Henson Disposal, Inc.
FOR
Excavation Material Disposal**

THIS AGREEMENT, dated this 27th day of July, 2020, is between the City of Bloomington (hereinafter "CITY") and Henson Disposal, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
Bid #2020-35 Excavation Material Disposal (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows:
Acceptance and disposal of excavation material resulting from various activities that involve repair, replacement, excavation (hand, mechanical, hydro), and grading within City rights-of-way and other City owned lands. These activities include, but are not limited to, repair and replacement of water mains, water valves, water service lines, fire hydrants, street repair, concrete pavement replacement, curb and gutter, sidewalk and curb ramps, storm water mains and manholes, and sanitary sewer mains, laterals, and manholes. The excavation materials from these efforts may contain, but are not limited to materials such as soil, concrete, aggregate, asphalt, and pieces of clay and plastic pipe.

The acceptance and disposal of the excavation materials will require the contractor to make professional judgments regarding the best standard practices for handling, certifying, and disposal of excavation materials. Therefore, the City requires the standard insurance requirements specified in the bid packet, as well as errors and omissions insurance for professional services in the amount of \$2,000,000.

The contractor, acting as an agent for the City, is responsible for abiding by all Environmental Protection Agency and Illinois Environmental Protection Agency regulations and requirements for acceptance, use, and disposal of the material defined within this bid and maintaining all necessary permits. In addition, the contractor will be responsible for all testing and material certifications necessary for acceptance, use, and disposal of the excavation materials. The City will provide the contractor the site locations where the material originated.

All other work identified in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: [Signature]
Its City Manager

ATTEST:

By: [Signature]
City Clerk



Henson Disposal, Inc.

By: [Redacted Signature]
Its President

By: _____
Its _____



CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Proposal of Insurance and Client Services Agreement with Arthur J. Gallagher from May 1, 2023, to April 30, 2024, in the Amount of \$1,435,953, as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Agreement and Proposal of Insurance 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: Arthur J. Gallagher ("AJG") has served as the City's Insurance Broker since 2010. AJG is responsible for researching the insurance market and purchasing the City's Property, Liability, Excess Liability and Excess Workers' Compensation Insurance.

Services from AJG covered under this proposal include:

- Prepare Renewal Strategy Plan for client and insurance consultant.
- Obtain renewal information from the client and prepare renewal spreadsheets and forms.
- Produce comprehensive submissions, based on underwriting data completed and present to each selected market.
- Provide the client and insurance consultant with a detailed renewal proposal outlining pricing and coverage information within requested timeframe.
- Market/place/bind coverage as instructed by the client and insurance consultant.
- Review the accuracy of all policies and obtain corrections where needed in a timely manner.
- Distribute copies of policies to both the client and the insurance consultant.
- Process endorsement requests with carriers as requested by the client and the insurance consultant.
- Arrange for auto ID cards and certificates of insurance as requested by the client.
- Prepare and attend meetings, as requested by the client or insurance consultant.
- Review insurance contracts/vendor certificates as requested.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is an FY 2024 budgeted item. The overall cost of coverage and brokerage service for Fiscal Year 2024 (May 1, 2023 - April 30, 2024) is \$1,435,953. This includes the Insurance Broker Service fee of \$42,425. The accounts to be paid out of are the Casualty Insurance-Other Professional & Technical Services account (60150150-70220)

totaling \$42,425 for the Insurance Broker Service fee; \$341,682 from the Casualty Insurance Workers Compensation Premium account (60150150-70702); \$622,648 from the Casualty Insurance-Liability Insurance Premium account (60150150-70703); and \$429,198 from the Casualty Insurance-Property Insurance Premium account (60150150-70704). Stakeholders can locate this in the FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 144.

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: Alex Rosas, Safety and Risk Manager

ATTACHMENTS:

[HR 1B Agreement](#)

[HR 1C Insurance Structure Chart](#)

CLIENT SERVICES AGREEMENT

This Client Services Agreement (this "**Agreement**") is made and entered into as of the 1st day of May, 2023 (the "**Effective Date**") by and between City of Bloomington, an Illinois Public Entity, Municipal ("**Client**"), and Arthur J. Gallagher Risk Management Services, LLC, a Delaware limited liability company, and its licensed brokerage affiliates ("**Gallagher**"). Client and Gallagher shall each be referred to herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Gallagher is a global insurance brokerage and risk management services firm, and Client desires to retain Gallagher to provide certain services, as further described on Exhibit A attached hereto (collectively, the "**Services**").

NOW, THEREFORE, in consideration of the mutual promises contained herein, Gallagher and Client hereby agree as follows:

I. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue for a term of one (1) year. This Agreement may be renewed upon mutual agreement of both parties on the first anniversary of the Effective Date for one (1) year. This Agreement may be terminated by either Party at any time upon sixty (60) days' prior written notice. In the event of any such termination, Gallagher will work with Client during such 60-day period to transition its account as directed.

II. SERVICES

Gallagher will provide the Services for Client as set forth on Exhibit A and incorporated herein, which Exhibit A may be amended from time to time as agreed upon in writing by the Parties. For Services that specifically include insurance placement by Gallagher as the broker, Client hereby authorizes Gallagher to represent and assist Client in all discussions and transactions with insurance companies relating to the lines of insurance set forth on Exhibit A when acting as Client's insurance broker, provided that Gallagher shall not place any insurance on behalf of Client unless so authorized by Client in writing. In addition, Services that include the placement of insurance coverage require the following:

A. Client shall provide Gallagher with all information and documentation that may be relevant to the applicable risks that Client would like to insure, as requested by Gallagher and/or underwriters from which Gallagher intends to secure quotes. This information shall include any facts material to a fair assessment of the risk by underwriters, including risk exposures and loss experience, and shall be updated as information changes or is discovered after inception of coverage. Client's failure to fully and completely disclose all such information could result in a carrier declining coverage for a specific loss or voiding Client's insurance coverage altogether.

B. Gallagher will consult with Client regarding the terms of the insurance quotes received, and Client shall have sole discretion in the selection of the ultimate insurance markets and policies chosen, as well as any other decisions involving Client's risk management, risk transfer and/or loss prevention needs. Gallagher will use reasonable efforts to secure insurance coverages on Client's behalf and as directed by Client. Client must read all coverage proposals and policies carefully, as actual coverage is determined by the applicable policy language. Gallagher will provide guidance to Client regarding Client's policy or coverage inquiries. In the event an insurer cancels or refuses to issue a particular policy, Gallagher will use reasonable efforts to obtain replacement coverage from another insurer.

C. Client is responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters in accordance with the terms and conditions of Client's policies. Upon request, Gallagher will assist Client in determining applicable claim reporting requirements.

D. Client has no obligation to purchase an insurance product through Gallagher.

III. COMPENSATION, TAXES AND FEES

A. Client shall pay Gallagher fees for the Services set forth on Exhibit A. Where permitted,

the Services may include fees in lieu of or in addition to commission for placement of insurance. If Gallagher receives fees for insurance placement, the policy(ies) will be listed in Exhibit A, along with the fee for that insurance placement. Fees for post insurance placement Services may also be included in Exhibit A.

B. Based on market increases including, but not limited to, inflation, labor, overhead, and other good faith increases in the cost to Gallagher to provide the Services, the fees for the Services shall be adjusted on the first day for each renewal term. For each renewal term, provided the Services remain substantially similar to those provided in the initial term, the fees for the Services shall be increased two (2%) percent over the prior year.

C. Gallagher's fees under this Agreement shall be fully earned on the Effective Date (and any anniversary thereof). All amounts shall be due and payable to Gallagher in U.S. dollars, within thirty (30) days after Client's receipt of the applicable invoice. Any amounts not paid when due will accrue interest at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is less. Client shall inform Gallagher in the event that Client's business operations change substantially, including the applicable risks insured. Under such circumstances, Client and Gallagher will negotiate in good faith to adjust the amount of commission and/or fees to be paid to Gallagher hereunder.

D. Where applicable, insurance coverage placements and other Services provided by Gallagher may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which Gallagher will separately identify on related invoices. Under no circumstances will these taxes or other related fees or charges be offset against fees or commissions due to Gallagher hereunder.

IV. ADDITIONAL COMPENSATION AND FEES

A. In addition to the fees and/or commissions set forth in Exhibit A or otherwise described herein, Gallagher may also receive interest or other investment income on funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients.

B. Any compensation that Gallagher receives from insurance carriers may differ depending on the market and the insurance product placed on Client's behalf. Gallagher agrees that it shall not accept contingent or supplemental commissions on any of Client's placements.

C. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies or premium finance companies, such nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement upon written notice to Client, at its sole option. Further, the applicable insurance carrier may terminate the associated coverage for nonpayment. In addition, and not in lieu of the right to terminate, Gallagher reserves the right to apply return premiums or any other payment received by Gallagher on Client's behalf to any amounts owed by Client to Gallagher unless, and solely to the extent that, such return premiums or other payments are disputed by Client.

V. CONFIDENTIALITY & DATA PRIVACY

A. As used in this Agreement, Confidential Information means any nonpublic, proprietary or personal data and information furnished by either Party or its agents or representatives to the other Party or its agents and representatives, whenever furnished and regardless of the manner or media in which

such information is furnished, which the receiving Party knows or reasonably should know to be confidential. Each Party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

B. The Parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the placement of insurance and/or the Services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the Services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). In addition, Gallagher may also utilize anonymized/de-identified Client data in connection with data analytics, service enhancement initiatives and similar business purposes. Either Party may also disclose such information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>.

C. Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the Services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

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

VI. LIABILITY LIMITATIONS

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Without limiting the foregoing, each Party shall only be liable for actual damages incurred by the other Party, and shall not be liable for any indirect, special, exemplary, consequential, reliance, or punitive damages or for any attorneys' fees other than as described in Section VII.A below (whether incurred in a dispute or an action against the other, or as alleged damages that any Party incurred in any insurance coverage dispute, or otherwise). No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either Party any later than two (2) years after the accrual of such claim or cause of action.

VII. MISCELLANEOUS

A. Indemnification. Each Party agrees to defend, indemnify and hold the other Party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying Party's: (i) breach of any representation, warranty or covenant made by such Party hereunder, or (ii) grossly negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying Party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other Party or its employees or agents.

B. Advisory Services. The Services provided by Gallagher, its employees and affiliated companies do not constitute legal or tax advice. Client must consult with its own legal and financial advisors to become fully apprised of any legal or financial implications to its business.

C. Assignment. This Agreement shall apply to and bind the successors and assigns of the Parties hereto, including, in the event of a Party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall not be assignable by either Party, except with the prior

written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such Party's obligations hereunder.

D. Independent Contractor. Gallagher is engaged to perform Services as an independent contractor of Client and not as an employee or agent of Client, and will not be operating in a fiduciary capacity.

E. Governing Law & Venue. This Agreement and any Dispute relating to or arising out of this Agreement shall be governed by the laws of the State of Illinois, without regard to its conflict of law rules. Any litigation under this Agreement shall be brought in federal or state court in McLean County, Illinois.

F. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

G. Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party.

H. Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

I. Severability. If a court/arbitrator of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, that provision will be severed from this Agreement, and the court/arbitrator will replace it with a valid and enforceable provision that most closely approximates the intent of the Parties, and the remainder of this Agreement will otherwise remain in full force and effect.


J. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior negotiations, agreements and understandings as to such matters.

K. Non-Waiver. The Parties agree that any delay or forbearance by either Party in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. No change, waiver or discharge hereof shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

**ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, LLC**

CITY OF BLOOMINGTON


By Derek Wright (Apr 11, 2023 17:56 CDT)

By: _____

Name: J. Derek Wright

Name: _____

Title: _____

Fee: \$42,425
5/1/2023 to 5/1/2024

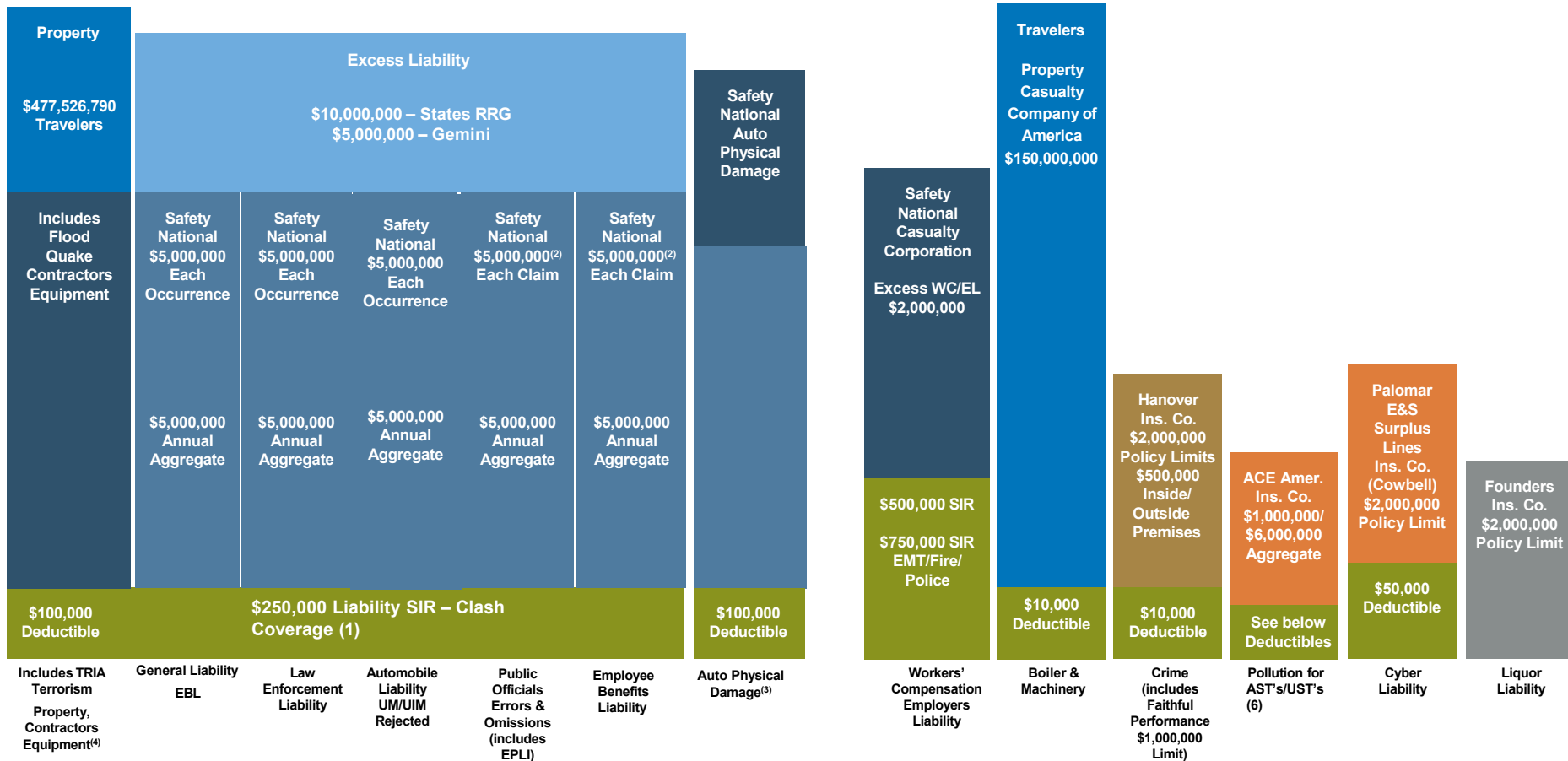
EXHIBIT A

City of Bloomington

BROKERAGE SERVICES FOR POLICY TERM 5/1/2023 to 5/1/2024

Coverages provided under this Service Agreement: Property (including Inland Marine) General Liability, Auto Liability, Auto Physical Damage, Law Enforcement Liability, Public Officials Liability (including Employment Practices Liability), Employee Benefits Liability, Excess Liability, Excess Workers Compensation, Boiler & Machinery, and Crime

1. Prepare Renewal Strategy Plan for Client and Risk Management Consultant.
2. Prepare Renewal Spreadsheets and forms. Obtain renewal information from the Client and Consultant.
3. Produce comprehensive submissions, based on underwriting data compiled and present to each selected market.
4. Provide the Client and Risk Management Consultant a detailed renewal proposal outlining pricing and coverage information within requested time-frame.
5. Place/Bind coverage as instructed by the Client and the Risk Management Consultant.
6. Arrange for binders to be prepared and deliver binders to the Client and copy to Risk Management Consultant.
7. Review the accuracy of all policies and obtain corrections where needed in a timely manner.
8. Distribute copy of policies to both the Client and Risk Management Consultant.
9. Process endorsement requests with carriers as requested by the Client and the Risk Management Consultant.
10. Issue or arrange for issuance of Auto ID cards and Certificates of Insurance (within 24 hours) as requested by the Client.
11. Act as Liaison if necessary between claims TPA/Insurance Carrier(s) and Client
12. Prepare for and attend meetings, as requested by the Client/Consultant/Board.
13. Review Insurance Contracts/Vendor Certificates as requested.



(1) The SIR is a per occurrence retention. Only one retention applies in the event of a multiple loss (clash coverage), and the higher retention shall apply. See policy Multiple Lines Loss Protection for limits in the event of a multiple lines loss.

(2) Public Officials Errors & Omissions (including EPLI) and Employee Benefits Liability are on a Claims-Made basis. Retroactive Date is 8/1/1986 for POL/EPLI and Full Prior Acts

(3) Safety National –Auto Physical Damage – All vehicles at ACV except Emergency Vehicles 2015 and newer at Stated Replacement Cost (RC means should a total covered loss occur this is the max amount that the carrier will pay– changes mid-term for emergency vehicles or any larger valued vehicles need to be reported to carrier and additional premium may apply).

(4) \$100,000 Deductible for Windstorm/Hail deductible and \$250,000 Deductible for Flood Zone A.

(5) Safety National notes: Coverage for Dams via endorsement ; Sexual Abuse under the GL Coverage provided via endorsement .

(6) Deductible for AST's at Golf Courses \$5,000 / Deductible for UST's at Public Works \$100,000 due to aging tanks now at 32 years old.



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Agreement with George Gildner, Inc. for the Fiscal Year 2024 Street, Alley, and Sidewalk Maintenance Project (Bid #2023-28) in the Amount of \$250,700, as requested by the Public Works 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, Inc., for the Fiscal Year ("FY") 2024 Street, Alley, and Sidewalk Maintenance Project. The Project was advertised by the City to solicit competitive bids. Bids were received until 11:00 AM Tuesday, April 11, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. George Gildner was the lowest responsible bidder among two bids opened on April 11th. 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 2024 Street, Alley, and Sidewalk Maintenance Project is \$300,000. 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 March 21, 2022.

FINANCIAL IMPACT: If approved, an agreement in the amount of \$250,700 will be awarded to George Gildner, Inc., for the FY 2024 Street, Alley, and Sidewalk Maintenance Project

(Bid #2023-28). This is an FY 2024 Budgeted Item. This will be paid out of the Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement account (40120200-72530). \$300,000 is included in the FY 2024 Budget for this project. Stakeholders can locate this in the FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 67, 68, 162, 210, and 214.

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:

[PW 1B Contract](#)

[PW 1C Bid Tab](#)

CITY OF BLOOMINGTON AGREEMENT WITH

George Gildner, Inc.

FOR

FY 2024 Streets, Alley & Sidewalk Maintenance Project

THIS AGREEMENT, dated this ___ day of _____ April _____, 2023, 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:

FY 2024 Streets, Alley & Sidewalk Maintenance (Bid #2023-28) (hereinafter "REQUEST").

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

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

Section 11. 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. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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.
2031 Ireland Grove Rd
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

By: [Redacted]
Its Vice President

By: [Redacted]
Its Office Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

DESCRIPTION OF WORK

Work shall consist of the maintenance, repair, removal, reconstruction and other work related to existing public facilities of the City of Bloomington. Work will involve asphalt, concrete and aggregate streets, alleys, sidewalks, parking lots and bike trails, paved ditches, slope walls and other City maintained facilities and will vary by location.

**EXHIBIT B
COSTS/FEES**

					George Gildner Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	CEMENT MASON	500	HR	\$90.00	\$45,000.00
X	2	LABORER	1000	HR	\$90.00	\$90,000.00
X	3	OPERATING ENGINEER	1000	HR	\$85.00	\$85,000.00
X	4	TRUCK DRIVER	150	HR	\$30.00	\$4,500.00
Total						\$224,500.00

					George Gildner Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	CEMENT MASON	80	HR	\$90.00	\$7,200.00
X	2	LABORER	160	HR	\$90.00	\$14,400.00
X	3	OPERATING ENGINEER	40	HR	\$85.00	\$3,400.00
X	4	TRUCK DRIVER	40	HR	\$30.00	\$1,200.00
Total						\$26,200.00

TOTAL: \$250,700.00

CITY OF BLOOMINGTON
FY2024 STREET, ALLEY & SIDEWALK
 PROJECT NO. CITY # 50-16-53004-24-00
 CITY BID NO. 2023-28
BID TABULATION

Bid Opening Date: 4/11/2023 Attended By: Misty Shafer
 Bid Opening Time: 11:00 AM
 PREPARED BY: Ward Snarr

2024 Budget			LOW BID					
Base Bid (A)	\$300,000.00		ENGINEERS ESTIMATE		George Gildner, Inc.		STARK EXCAVATING	
LABOR / ITEM	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	500	\$100.00	\$50,000.00	\$90.00	\$45,000.00	\$93.68	\$46,840.00
LABORER	HR	1000	\$100.00	\$100,000.00	\$90.00	\$90,000.00	\$90.82	\$90,820.00
OPERATING ENGINEER	HR	1000	\$100.00	\$100,000.00	\$85.00	\$85,000.00	\$119.15	\$119,150.00
TRUCK DRIVER	HR	150	\$60.00	\$9,000.00	\$30.00	\$4,500.00	\$66.15	\$9,922.50
TOTAL				\$259,000.00		\$224,500.00		\$266,732.50

Additive Alternative (B)			ENGINEERS ESTIMATE		George Gildner, Inc.		STARK EXCAVATING	
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	80	\$100.00	\$8,000.00	\$90.00	\$7,200.00	\$92.53	\$7,402.40
LABORER	HR	160	\$100.00	\$16,000.00	\$90.00	\$14,400.00	\$89.67	\$14,347.20
OPERATING ENGINEER	HR	40	\$100.00	\$4,000.00	\$85.00	\$3,400.00	\$118.00	\$4,720.00
TRUCK DRIVER	HR	40	\$60.00	\$2,400.00	\$30.00	\$1,200.00	\$75.00	\$3,000.00
TOTAL BID (B) =				\$30,400.00		\$26,200.00		\$29,469.60

TOTAL Base Bid (A) + Additive Alt. (B) = \$289,400.00 \$250,700.00 \$296,202.10



CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Agreement with George Gildner, Inc. for the Fiscal Year 2024 Utility Maintenance Project (Bid #2023-26) in the Amount of \$2,294,800, as requested by the Public Works 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, Inc., for the Fiscal Year ("FY") 2024 Utility Maintenance Project. The project was advertised by the City to solicit competitive bids. Bids were received until 11:00 AM on Tuesday, April 11, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. George Gildner was the lowest responsible bidder among three bids opened on April 11th. 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 2024 Utility Maintenance Project is \$2,350,062.50. 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 only Base Bid (A) because it is within the project budget. The project budget is not large enough to include Additive Alternative (B) at this time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on March 21, 2023.

FINANCIAL IMPACT: This is an FY 2024 Budgeted Item. If approved, in the amount of

\$2,294,800.00. will be awarded to George Gildner, Inc. for the FY 2024 Utility Maintenance Project to be paid out of the following funds:

1. Storm Water-Repair Maint. Infrastructure (53103100-70550) for \$484,458.46 Page-111
2. Storm Water-Grading & Seeding (53103100-70580) for \$59,211.59 Page-111
3. Sanitary Sewer-Repair Maint. Infrastructure (51101100-70550) for \$861,259.48 Page-106
4. Sanitary Sewer-Grading & Seeding (51101100-70580) for \$108,682.74 Page-106
5. Water-Lake Maintenance-Repair Maint. Infrastructure (50100140-70550) for \$48,824.23 Page-97
6. Water-Mechanical Maintenance-Repair Maint. Infrastructure (50100160-70550) for \$244,121.17 Page-101
7. Water-Transmission/Distribution-Repair Maint. Infrastructure (50100120-70550) for \$488,242.33 Page-93

Stakeholders can locate this in the FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement." The page number reference for each account is listed after each of the items numbered 1-7 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:

[PW 2B Contract](#)

[PW 2C Bid Tab](#)

CITY OF BLOOMINGTON AGREEMENT WITH
George Gildner, Inc.

FOR

FY 2024 Utility Maintenance Project

THIS AGREEMENT, dated this ___ day of _____ April _____, 2023, 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:
_____ FY 2024 Utility Maintenance (Bid #2023-26) _____ (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.

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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.

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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.

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- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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.
2031 Ireland Grove Rd
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

By: [Redacted]
Its *Vice President*

By: [Redacted]
Its *Office Manager*

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

DESCRIPTION OF WORK

Work shall consist of the maintenance, repair, removal, reconstruction and other work related to existing public facilities of the City of Bloomington. Work will involve sanitary sewers, storm sewer, drain tiles, pipe culverts, water mains, water main appurtenances and other City maintained utilities and will vary by location. The anticipated maximum excavation depth is 25 feet.

**EXHIBIT B
COSTS/FEES**

					George Gilbreth Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	LABORER/CEMENT MASON	11000	HR	\$90.00	\$990,000.00
X	2	OPERATING ENGINEER	6000	HR	\$85.00	\$510,000.00
X	3	PLUMBER	6000	HR	\$82.00	\$492,000.00
X	4	TRUCK DRIVER	4000	HR	\$30.00	\$120,000.00
X	5	EMERGENCY LABORER*	1000	HR	\$90.00	\$90,000.00
X	6	EMERGENCY OPERATING ENGINEER*	600	HR	\$85.00	\$51,000.00
X	7	EMERGENCY PLUMBER*	400	HR	\$82.00	\$32,800.00
X	8	EMERGENCY TRUCK DRIVER*	300	HR	\$30.00	\$9,000.00
Total						\$2,294,800.00

TOTAL: \$2,294,800.00

CITY OF BLOOMINGTON
FY2024 UTILITY MAINTENANCE
 PROJECT NO. CITY # 50-18-53005-24-00
 CITY BID NO. 2023-26
BID TABULATION

Bid Opening Date: 4/11/2023 Attended By: Misty Shafer
 Bid Opening Time: 11:04 AM
 PREPARED BY: Ward Snarr

		2024 Budget			ENGINEERS ESTIMATE		LOW BID					
Base Bid (A)		\$2,350,062.50					George Gildner, Inc.		Stark Excavating, Inc.		Hoerr Construction, Inc.	
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL		
LABORER/CEMENT MASON	HR	11000	\$95.00	\$1,045,000.00	\$90.00	\$990,000.00	\$88.85	\$977,350.00	\$102.00	\$1,122,000.00		
OPERATING ENGINEER	HR	6000	\$95.00	\$570,000.00	\$85.00	\$510,000.00	\$118.00	\$708,000.00	\$120.00	\$720,000.00		
PLUMBER	HR	6000	\$80.00	\$480,000.00	\$82.00	\$492,000.00	\$101.00	\$606,000.00	\$105.00	\$630,000.00		
TRUCK DRIVER	HR	4000	\$50.00	\$200,000.00	\$30.00	\$120,000.00	\$65.00	\$260,000.00	\$103.00	\$412,000.00		
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)		UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL		TOTAL		TOTAL	
EMERGENCY LABORER	HR	1000	\$95.00	\$95,000.00	\$90.00	\$90,000.00	\$116.00	\$116,000.00	\$127.00	\$127,000.00		
EMERGENCY OPERATING ENGINEER	HR	600	\$95.00	\$57,000.00	\$85.00	\$51,000.00	\$144.00	\$86,400.00	\$150.00	\$90,000.00		
EMERGENCY PLUMBER	HR	400	\$80.00	\$32,000.00	\$82.00	\$32,800.00	\$137.00	\$54,800.00	\$131.00	\$52,400.00		
EMERGENCY TRUCK DRIVER	HR	300	\$50.00	\$15,000.00	\$30.00	\$9,000.00	\$75.00	\$22,500.00	\$129.00	\$38,700.00		
TOTAL BID (A) =				\$2,494,000.00		\$2,294,800.00		\$2,831,050.00		\$3,192,100.00		

Additive Alternative (B)					George Gildner, Inc.		Stark Excavating, Inc.		Hoerr Construction, Inc.		
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	
LABORER/CEMENT MASON	HR	1200	\$95.00	\$114,000.00	\$90.00	\$108,000.00	\$88.31	\$105,972.00	\$102.00	\$122,400.00	
OPERATING ENGINEER	HR	450	\$95.00	\$42,750.00	\$85.00	\$38,250.00	\$118.00	\$53,100.00	\$120.00	\$54,000.00	
PLUMBER	HR	100	\$80.00	\$8,000.00	\$82.00	\$8,200.00	\$101.00	\$10,100.00	\$105.00	\$10,500.00	
TRUCK DRIVER	HR	300	\$50.00	\$15,000.00	\$30.00	\$9,000.00	\$65.00	\$19,500.00	\$103.00	\$30,900.00	
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)		UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL		TOTAL		TOTAL
EMERGENCY LABORER	HR	200	\$95.00	\$19,000.00	\$90.00	\$18,000.00	\$116.00	\$23,200.00	\$127.00	\$25,400.00	
EMERGENCY OPERATING ENGINEER	HR	100	\$95.00	\$9,500.00	\$85.00	\$8,500.00	\$144.00	\$14,400.00	\$150.00	\$15,000.00	
EMERGENCY PLUMBER	HR	50	\$80.00	\$4,000.00	\$82.00	\$4,100.00	\$137.00	\$6,850.00	\$131.00	\$6,550.00	
EMERGENCY TRUCK DRIVER	HR	100	\$50.00	\$5,000.00	\$30.00	\$3,000.00	\$75.00	\$7,500.00	\$129.00	\$12,900.00	
TOTAL BID (B) =				\$217,250.00		\$197,050.00		\$240,622.00		\$277,650.00	

TOTAL Base Bid (A) + Additive Alt. (B) = **\$2,711,250.00** **\$2,491,850.00** **\$3,071,672.00** **\$3,469,750.00**



CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Agreement with Bodine Electric of Decatur for the Fiscal Year 2024 Traffic Signal Maintenance Project (Bid #2023-27), in the Amount of \$158,925, as requested by the Public Works 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 Bodine Electric for the Fiscal Year ("FY") 2024 Traffic Signal Maintenance Project. The Project was advertised by the City to solicit competitive bids. Bids were received until 11:00 AM Tuesday, April 11, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. One bid was opened on April 11th. 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 2024 Traffic Signal Maintenance & Emergency Traffic Signal Repair Project is \$164,000. 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 March 21, 2022.

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Bodine Electric of Decatur for the Fiscal Year 2024 Traffic Signal Maintenance Project (Bid #2023-27), in the

amount of \$158,925. This is an FY 2024 Budgeted Item. This will be paid out of the Engineering-Traffic Signal Maintenance and Repair account (10016210-70662). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 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; 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:

[PW 3B Contract](#)

[PW 3C Bid Tab](#)

**CITY OF BLOOMINGTON AGREEMENT WITH
Bodine Electric of Decatur**

FOR

FY 2024 Traffic Signal Maintenance Project

THIS AGREEMENT, dated this ___ day of _____ April _____, 2023, 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:
FY 2024 Traffic Signal Maintenance (Bid #2023-27) (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. 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. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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
1845 N 22nd Street
Decatur, IL 62526
jday@bodineemail.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

By: _____
Its VP OF Operations

By: _____
Its Asst. Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

DESCRIPTION OF WORK

Work shall consist of the maintenance, repair, removal, reconstruction and other work related to existing public facilities of the City of Bloomington. Work will involve trenching & boring conduit, detector loops, street lights, traffic signal poles, posts, mast arms, foundations, cabinets, controllers, cables and other City maintained utilities and will vary by location.

**EXHIBIT B
COSTS/FEES**

						Bodine Electric of Decatur	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	
X	1	LABOR	750	HR	\$130.00	\$97,500.00	
X	2	EMERGENCY LABOR*	150	HR	\$195.00	\$29,250.00	
Total:							\$126,750.00

						Bodine Electric of Decatur	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	
X	1	LABOR	120	HR	\$130.00	\$15,600.00	
X	2	EMERGENCY LABOR*	85	HR	\$195.00	\$16,575.00	
Total:							\$32,175.00

TOTAL: \$158,925.00

CITY OF BLOOMINGTON
 FY 2024 TRAFFIC SIGNAL MAINTENANCE
 PROJECT NO. CITY # 50-17-53005-24-00
 CITY BID NO. 2023-27
BID TABULATION

Bid Opening Date: 4/11/2023
 Bid Opening Time: 11:00 AM
 PREPARED BY: Ward Snarr

Attended By: Misty Shafer

FY2024 Budget

LOW BID

Base Bid (A)	\$164,000.00		ENGINEERS ESTIMATE		Bodine Electric of Decatur	
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL
LABOR	HR	750	\$140.00	\$105,000.00	\$130.00	\$97,500.00
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)		ESTIMATED QTY				
EMERGENCY LABOR	HR	150	\$160.00	\$24,000.00	\$195.00	\$29,250.00
TOTAL BID (A) =				\$129,000.00		\$126,750.00

Additive Alternative (B)					Bodine Electric of Decatur	
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL
LABOR	HR	120	\$140.00	\$16,800.00	\$130.00	\$15,600.00
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)		ESTIMATED QTY			RATE	TOTAL
EMERGENCY LABOR	HR	85	\$160.00	\$13,600.00	\$195.00	\$16,575.00
TOTAL BID (B) =				\$30,400.00		\$32,175.00

TOTAL Base Bid (A) + Additive Alt. (B) = \$159,400.00 \$158,925.00



CONSENT AGENDA ITEM NO. 7.L.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Contract with Midwest Fiber, Inc. for Single Stream Recycling (RFP #2023-29) with a Variable Cost per Ton, Depending on the Number of Tons, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

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

BACKGROUND: If approved, the City will enter into a three-year contract with Midwest Fiber for single stream recycling services. The proposal package was advertised by the City to solicit competitive proposals. Proposals were received until 10:10 AM Thursday, March 23, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. One bid was opened on March 23rd. The City's Local Preference Policy does not apply because there was only one bidder. A full tabulation of the proposal is attached.

The three-year term will begin on May 1, 2023, and be valid through April 30, 2026. This agreement may be automatically extended in one-year increments until April 30, 2028, upon mutual agreement of both parties, under the same terms and conditions, based on satisfactory performance, as determined by the Public Works Director.

In the first year of the contract, the cost of processing per ton varies from \$96 per ton for less than 1,500 tons of material to \$89 per ton for 7,500 tons or more of material. The cost of processing per ton will increase by 3.5% in each subsequent year (on January 1) for each tonnage category. A table with the breakout pricing is shown in the attached contract. The contract also includes revenue sharing of the material value when the value of single stream materials is over the processing rate. In that case, 75% of the value over the processing rate would go to the City, and 25% would go back to Midwest Fiber. The City is required to submit payment when the material value is below the cost of processing. Materials pricing can vary over time depending on global markets.

Midwest Fiber is a regional company with a single stream Materials Recovery Facility in West Normal that is used by both Bloomington and Normal for recycling processing. The company has proven to be an extremely reliable partner. Midwest Fiber has a nearly new facility on

White Oak Road that provides quality and convenience of location which makes doing business with Midwest Fiber favorable for the City.

The firm has partnered with the City, which has significantly increased its volume of recyclables and diverted recyclables from the household waste stream and landfilling. Solid Waste Program customers recycled 4,337 tons in Fiscal Year 2022.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is an FY 2024 Budget Item. The FY 2024 Budget includes \$300,000 under Solid Waste-Recycling Transfer account (54404400-70667) to cover this expenditure. Stakeholders can locate this in the FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 116.

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: Shannon Prewitt, Superintendent of Solid Waste

ATTACHMENTS:

[PW 5B Agreement](#)

**CITY OF BLOOMINGTON AGREEMENT WITH
MIDWEST FIBER RECYCLING
FOR
SINGLE STREAM RECYCLING**

THIS AGREEMENT, dated this ____ day of April, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and Midwest Fiber Recycling (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

RFP #2023-29 SINGLE STREAM RECYCLING (hereinafter "REQUEST").

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

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

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

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

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

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

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

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

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

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

Section 11. 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.

Section 18. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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:

MIDWEST FIBER RECYCLING
422 S. WHITE OAK RD
NORMALL, IL 61761
ADMIN@MIDWEST-FIBER.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

By: _____
Its DIRECTOR OF SINGLE STREAM

By: _____
Its Director of Procurement

EXHIBIT A

DESCRIPTION OF SERVICES/WORK PROVIDED

SCOPE OF WORK – MATERIAL

Historically, the city annually collects in the range of 4500 tons of recycled material. The City provides this information for reference only and not as a guarantee of future deliveries or future business. The City shall have no financial responsibility in the event the amount of acceptable waste handled falls short of current or projected quantities. This contract shall cover the following:

Acceptance of the CITY's single stream recyclable material delivered with CITY vehicles.

Any potential processing solutions for the CITY's single stream materials.

RECYCLE CENTER SITE

The VENDOR shall provide for a recycle center site with a minimum measure height of 25 feet for all areas where the recycling trucks will dump material and an acceptable hard surface to dump the single stream recycling material. The site is located at:

422 S. White Oak Rd.
Normal, IL 61761

The VENDOR shall provide the necessary permits and approvals to conduct the transfer operations at this facility. VENDOR shall provide a scale certified by the Illinois Department of Agriculture on an annual basis. The VENDOR shall weigh all of the CITY's vehicles arriving at the recycle center. The VENDOR's record shall include the following: gross weight, tare weight, date, time of arrival, time of departure, and vehicle identification (truck number). The CITY's drivers shall receive scale tickets for all loads brought to the recycle center. The VENDOR shall track the amount each month and furnish the City a compilation of such information for each month within ten (10) days after the end of the month. An annual report will be provided to the CITY and the Ecology Action Center which acts as the CITY's solid waste agency. The CITY may consider alternative methods of reporting.

The Facility will not landfill more than 16% of the materials provided unless the CITY sees a justifiable increase in the current contamination rate. This landfill percentage can be verified at any point during the contract and would be terms to end the agreement.

OPERATING HOURS: The VENDOR's facility shall be open from 7:30 a.m. to 3:00 p.m. every weekday for the receipt of the City's single stream material (with the exception of Christmas Day). Should the City require the facility to remain open beyond these operating hours, the VENDOR shall provide accommodations as reasonable at no cost to CITY.

DEFINITIONS:

The following are definitions of certain terms used in this Exhibit:

"Single Stream Material, Recyclables, or Single Stream" means all of the following material mixed together with no separation during collections:

- Glass containers such as jars and bottles;

- Ferrous and bimetal food and beverage containers;
- Aluminum food and beverage cans;
- Narrow neck plastic containers (other than for motor oil, pesticides, and herbicides);
- Wide mouth plastic containers
- Empty aerosol cans; (other than for paint, pesticides, and herbicides);
- Newspaper (including color inserts), magazines, and catalogs;
- Books (including paperbacks, textbooks, and hardbacks);
- Cardboard and paperboard boxes (including cereal boxes without liners);
- Corrugated boxes;
- Computer printouts;
- Office papers (including writing, typing, fax, copy, letterhead, NCR) and envelopes;
- Brown paper bags;
- Telephone books;
- Mail(including plastic windows);
- Non-metallic wrapping paper

"Curbside" means recyclables picked up at residents and units at the 'curb' as prescribed by the City of Bloomington recycling regulations.

"Facility or Facilities" means any component of the Contractor's system which accepts or transfers recyclables.

"Materials Processing Facility" means the facility that processes the recyclables pursuant to these specifications.

"Ton" means 2,000 pounds.

CONTRACT TERM: The contract will be for a three (3) year term that will begin on May 1, 2023 and be valid through April 30, 2026. This agreement may be automatically extended in one-year increments until April 30, 2028, upon mutual agreement of both parties, under the same terms and conditions, based on satisfactory performance as determined by the Public Works Director.

EXHIBIT B
COSTS/FEES

Pricing:

Pricing will begin at **\$92.50/ton** assuming CITY delivers 4,500 tons per year. Prices will increase 3.5% annually each calendar year on January 1. VENDOR will provide Revenue Sharing of the material value when single stream value is over the processing rate. The sharing percentage to the CITY will be 75% of the value over the processing rate, with 25% going back to VENDOR.

Tonnage to Process Fee Correlation:

<u>Annual Tons</u>	<u>Fee/Ton yr 1</u>	<u>Fee/Ton yr 2</u>	<u>Fee/Ton yr 3</u>	<u>Fee/Ton yr 4</u>	<u>Fee/Ton yr 5</u>
7500	\$89.00	\$92.12	\$95.34	\$98.68	\$102.13
6000	\$90.75	\$93.93	\$97.21	\$100.62	\$104.14
4500	\$92.50	\$95.74	\$99.09	\$102.56	\$106.15
3000	\$94.25	\$97.55	\$100.96	\$104.50	\$108.15
1500	\$96.00	\$99.36	\$102.84	\$106.44	\$110.16

Prices will not increase beyond 3.5% annually, as shown in the table above, throughout the contract period each year. In the event the VENDOR requires a price increase, the CITY shall reserve the right to solicit quotations and purchase from competitive contractors for the remainder of the contract period.



CONSENT AGENDA ITEM NO. 7.M.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Contract with Gateway Pyrotechnics Productions, LLC of St. Louis, MO for the Purchase of Fireworks Displays for the Annual 4th of July Celebration in Miller Park for Years 2023 through 2025 for a Total of \$115,908.75, as requested by the Parks & Recreation Department and the Administration Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The City of Bloomington and the Town of Normal have partnered to host the annual Sky Concert of McLean County for over 30 years. The fireworks draw anywhere from 5,000 to 10,000 people to Miller Park in Bloomington (1020 South Morris Avenue) and to Fairview Park in Normal (801 North Main Street). The fireworks shows are simultaneously shot at each location and choreographed to patriotic-themed musical accompaniment and broadcast by WJBC, a local AM radio station.

The City of Bloomington Parks and Recreation Department and Procurement Division, in conjunction with the Town of Normal, published RFP #2023-21 - Fireworks Display and one vendor responded from St. Louis, MO. Gateway Pyrotechnics Productions, LLC, ("Gateway") met all of the evaluation criteria and both the City and Town Evaluation Team agreed that this firm would meet the needs of both municipalities and provide a quality show. The City and Town are approving separate contracts. Gateway will provide a \$5 million insurance policy and performance bond.

Staff are proposing to approve the three-year contract (2023-2025) with Gateway. The cost breakdown is as follows: \$37,500 for 2023 (FY 2024); \$38,625 for 2024 (FY 2025); and \$39,783.75 for 2025 (FY 2026) for a total cost of \$115,908.75.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal Parks and Recreation Department and Cumulus Broadcasting

FINANCIAL IMPACT: This is an FY 2024 Budgeted Item. If approved, the City will enter into a contract with Gateway Pyrotechnics Productions, LLC, of St. Louis, MO, for the Purchase of Fireworks Displays for the Annual 4th of July Celebration in Miller Park in \$37,500 for 2023 (FY 2024); \$38,625 for 2024 (FY 2025); and \$39,783.75 for 2025 (FY 2026) for a total cost of \$115,908.75.

Fireworks are included in the FY2024 Budget under the Recreation-Other Purchased Services account (10014112-70690). Stakeholders can locate this in the FY 2024 Proposed Budget titled "Budget Overview & General Fund" on page 170. This account includes \$100,000 which includes the purchase of fireworks and other Recreational Division purchases needed during the fiscal year. If approved the Recreation Department will include the FY 2025 & FY 2026 amounts in those years respective budgets.

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 HL-1. Create a park and green spaces system that provides for a variety of active and passive recreational and wellness activities for current and future residents; and Objective HL-1.1. Coordinate park planning with other agencies and entities.

Respectfully submitted for consideration.

Prepared by: Katie Taylor, Office Manager

ATTACHMENTS:
[P&R 1B Contract](#)

**CITY OF BLOOMINGTON AGREEMENT WITH
GATEWAY PYROTECHNIC PRODUCTIONS LLC**

**FOR
CITY OF BLOOMINGTON FIREWORKS DISPLAY**

THIS AGREEMENT, dated this ___ day of _____ April _____, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and Gateway Pyrotechnic Productions LLC (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: RFP #2023-21 Fireworks Display for City of Bloomington & Town of Normal (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 one surety as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

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

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

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

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

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

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

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

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

Section 11. 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. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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:

Gateway Pyrotechnic Productions LLC
5021 Fyler
Suite 100
Saint Louis, MO 63139

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 [REDACTED]
By: [REDACTED]
Its JOHN C. WELTER
PRESIDENT
GATEWAY PYROTECHNIC
PRODUCTIONS, LLC
By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The City of Bloomington, as the lead agency, along with the Town of Normal have partnered to host the annual Sky Concert of McLean County for over 25 years. The communities are seeking three-year proposals for their 2023, 2024, and 2025 Fourth of July Fireworks displays. The show in the City of Bloomington will be fired at Miller Park (1020 South Morris Avenue) and in Normal, Illinois, the show will be fired at Fairview Park (801 North Main Street). The show will be 22-23 minutes in length with music synced with firework effects. The pyrotechnic shows will be designed, supplied, installed, and executed along with simultaneous firing to music broadcasted by Cumulus Broadcasting which includes WJBC, WBNQ and WBWN. Incorporates all language in the RFP #2023-31 - City of Bloomington & Town of Normal Fireworks Display procurement documents.

EXHIBIT B
COSTS/FEES

Year 1 (July 2023): \$37,500
Year 2 (July 2024): \$38,625
Year 3 (July 2025): \$39,783.75

Full and complete payment is due at Noon on the date Gateway Fireworks first provides the Services. All payments shall be made by draft or certified check payable to Gateway Fireworks Displays, unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of Gateway Fireworks. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after (10) ten days from the date such payment is due.

Exhibit C
Insurance Requirements

Special Insurance Requirements

- a. The Contractor must obtain a performance bond for each Municipality in the amount of the bid price for each Municipality at no additional cost to the Municipalities.

- b. The Contractor must obtain liability insurance in a form and coverage acceptable to the Municipalities in the minimum amount of \$5,000,000. The insurance policies must name the City of Bloomington, the Town of Normal and their respective officials, officers, employees, volunteers, agents, any sponsors of the fireworks display, and others deemed necessary by the City as additional insured. This policy must cover all activities related to the fireworks display, including set-up and tear-down.

- c. The liability insurance policy must be non-cancelable. A copy of the policy, and all applicable insurance certificates, and all declarations must be submitted to each of the Municipality's Legal Departments, each year, no later than May 30th of each contract year for review and approval. The City and Town prefer that the entire \$5,000,000 of insurance be in the form of an "occurrence" policy but may accept a "claims made" policy. The Contractor must have in effect an extended coverage option that extends the insurance coverage and the time period that claims can be filed for at least 24 months.

- d. A copy of all insurance policies totaling \$5,000,000.00 of coverage along with signed certificates of insurance declarations must be submitted to and received by each of the Municipalities no later than May 30th of the contract year. Failure of the Contractor to provide the requested insurance documentation in a timely manner may be grounds for termination, or non-renewal, with no recourse for the Contractor. The Contractor shall keep the policy in force through the entire term covered by any contract issued under this RFP.

Addendum

Additional Terms

1. Gateway Fireworks agrees to furnish PURCHASER, in accordance with terms and conditions hereinafter set forth, the Services, which may include a fireworks display(s) per PROGRAM# 23-065, proposed, accepted and made part hereof, together with the services of a pyrotechnic operator licensed for any necessary state and the local authority having jurisdiction of, and along with sufficient crew to safely discharge the display or otherwise provide the Services. The Services are scheduled to be performed on the date or dates specified on Exhibit A at the location or locations as specified on Exhibit A. The parties agree that unless a different mutually satisfactory date can be agreed upon or is otherwise set forth on Exhibit A, the official postponement date and time for PURCHASER'S display is: IAW Contract, at _____. Upon completion of the Services, Gateway Fireworks agrees to clear the Display Site (defined herein) of any live fireworks or other debris originating from the program.
2. PURCHASER, at its own expense, agrees to provide to Gateway Fireworks:
 - A. A suitable, secure DISPLAY SITE in which to stage the Services, including, if necessary, a firing and a fallout zone acceptable to Gateway Fireworks in its sole discretion. Said DISPLAY SITE shall serve as a restricted area for exhibiting the Services (if for fireworks, the Display Site shall include an area for fireworks to rise and fall safely).
 - B. Policing, guard protection, roping, fencing, and/or other crowd control measures in such force that is determined to be acceptable by Gateway Fireworks to prevent the unauthorized access of the public, or its property onto the DISPLAY SITE.
 - C. The services and cost of standby firemen and/or applicable permit fees as required by state and local statutes, ordinances or regulations.
 - D. For a period of days preceding and days following the date for providing the Services, unlimited access by Gateway Fireworks, at all times to the DISPLAY SITE to set-up and remove the materials for the Services and all required equipment.
 - E. BMI/ASCAP and/or any other musical rights issues and related fees are the sole responsibility of the PURCHASER.
3. IF PURCHASER fails to fully comply with all requirements of A, B, C, D, and/or E set forth above, Gateway Fireworks shall have no obligation to perform, and the PURCHASER agrees to pay Gateway Fireworks liquidated damages in an amount equal to that outlined in Section 6. The time of the breach shall be the date upon which Gateway Fireworks reasonably concludes, after providing PURCHASER written notice of PURCHASER'S failure to comply with its obligations under Section 2, that PURCHASER has failed to comply with its obligations under Section 2. In

addition to the aforementioned liquidated damages, PURCHASER agrees to reimburse Gateway Fireworks any additional expenses incurred because of PURCHASER'S failure.

4. If in its sole discretion, PURCHASER designates an area for members of the public to view the Services ("spectator area") and/or area for parking vehicles, ("parking area"), the PURCHASER shall;
 - A. Ensure that the Spectator Area does not infringe on the DISPLAY SITE;
 - B. Have the sole responsibility for any and all activities that occur in the spectator and parking areas. Gateway Fireworks, (including its operators and crew) shall have no duty to inspect, police, monitor or otherwise supervise any area other than the DISPLAY SITE.
5. PURCHASER agrees to assume the risk of weather which may prevent or delay performance of the Services on the scheduled date, which may cause the cancellation of any event for which the PURCHASER has purchased the Services, or which may affect or damage such portion of the materials as must be placed and exposed a necessary time before performance of the Services. In the event of inclement weather, Gateway Fireworks may determine in its sole discretion whether or not the Services may be provided safely on the scheduled date and at the scheduled time. If, due to inclement weather, Gateway Fireworks is unable to safely provide the Services or should any event for which PURCHASER has purchased the Services be canceled, the parties shall attempt to negotiate a new date for the Services, which shall be within 60 days of the original date. PURCHASER further agrees to pay Gateway Fireworks for any reasonable additional expenses made necessary by this postponement.
6. PURCHASER shall have option of unilaterally canceling the Services prior to the date of performance. If PURCHASER exercises this option, PURCHASER agrees to pay Gateway Fireworks, as liquidated damages, the following percentages of the agreed contract price:
 - A. 25% if cancellation occurs twenty-one (21) days or more before the date scheduled for the commencement of the Services,
 - B. 50% if cancellation occurs within twenty (20) days of the date scheduled for commencement of the Services,
 - C. 75% if the cancellation occurs on the date scheduled for commencement of the Services but prior to the time physical set-up of the Services actually begins,
 - D. 100% thereafter.
 - E. If cancellation occurs prior to the date scheduled for commencement of the Services, PURCHASER agrees to pay Gateway Fireworks in addition to the above percentages, the reasonable value associated with any specific custom work performed by Gateway Fireworks or its agents including but not limited to music, narration tape, production and/or sponsor logo.
 - F. Liquidated damages shall not apply to any Force Majeure event that may occur.

7. Gateway Fireworks reserves the ownership rights and trade names used in or a product of the pyrotechnic display or other Services to be performed herein. Any reproduction by sound, video or other duplication or recording process without the express written permission of Gateway Fireworks is prohibited.
10. Gateway Fireworks agrees to furnish insurance coverage in connection with the Services only for the following risk and amounts: bodily injury and property damage, including products liability: FIVE MILLION Dollars (5,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of Gateway Fireworks in performing the Services. All individuals/entities listed on the certificate of insurance will be deemed an additional insured per this contract. Such insurance afforded by Gateway Fireworks shall not include claims made against PURCHASER for bodily injury or property damage arising from the following:
 - A. Failure of PURCHASER, including through or by its employees, agents, or independent contractors, to perform its legal obligations under this Agreement, including, without limitation, those contained in paragraph 3 of this Agreement:
 - B. Claims against PURCHASER relating to the spectator and parking areas referred to in paragraph 3 of this Agreement. PURCHASER shall indemnify and hold Gateway Fireworks harmless from all claims and suits made against Gateway Fireworks for bodily injury or property damage arising from A) and B) of the paragraph.
11. Should any of the terms contained within this Addendum conflict with the terms of the City of Bloomington Agreement for Fireworks Display, the terms of the City Agreement shall prevail.
12. Pricing is firm until May 1, 2023.



CONSENT AGENDA ITEM NO. 7.N.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Contract with Mississippi Lime Company for the Purchase and Delivery of Granulated Quicklime and Liquid Hydrated Lime, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Contract 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 enter into a two-year contract with Mississippi Lime Company for the supply and delivery of granulated quicklime and liquid calcium hydroxide. The price per ton for granulated quicklime is 18.23% higher than the current contract price, and the price per dry ton for liquid calcium hydroxide is 9.91% higher than the current contract price. The price per ton does not include the variable fuel surcharge.

Granular quicklime is an essential water treatment chemical that is used in the water treatment process at the Water Purification Plant. Lime is used as a water softening agent in water treatment plants that have source water with high levels of calcium and magnesium, two elements that cause water to be characterized as “hard.” Lime is mixed with water in the Water Purification Plant and this solution is then added to the water to be treated. The lime causes the calcium and magnesium in the source water to settle out of the water. The quality of quicklime can vary due to variations in the raw ingredient: limestone.

Mississippi Lime Company was chosen as a limited source supplier after the Water Division experienced consistently unacceptable performance with lime obtained from other suppliers. The Water Division has experienced major operational difficulties and expenses due to unacceptable performance whenever the City used granular quicklime from alternate suppliers. The last experience with an alternate vendor was in 2007. Quality and consistency of quicklime are important from a water treatment perspective, as well. When the product from a different vendor was delivered and used, the product did not meet the City’s specifications, and the material caused operational water treatment problems. Additionally, other suppliers have been tried in past years with similar results, which has generally led to serious equipment problems, extensive clean-up efforts, water quality degradation, and overall higher treatment costs.

The liquid calcium hydroxide is also produced from the same superior limestone, is proven to work well with the Bloomington Water Treatment Plant, and is budgeted within the

\$700,000 budgeted for granular lime, since liquid calcium hydroxide would be used if granular quicklime is unable to be used during the treatment process. This product is only utilized if there is a problem with the Granular Lime Feed systems. Mississippi Lime Company has consistently provided high-quality quicklime and liquid calcium hydroxide to ensure the proper operation of our softening process. The current agreement in place was approved by Council to waive bid requirements for granulated lime and liquid calcium hydroxide.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is an FY 2024 budgeted item. If approved, the City will enter into a contract with Mississippi Lime Company, as a Limited Source, in the amount of \$267.50 per ton in the first year and \$294 per ton for the second year, and for Liquid Calcium Hydroxide, in the amount of \$466 per dry ton in the first year, and \$513 per dry ton in the second year, plus applicable fuel surcharges. Approximately \$700,000 will be allocated to cover FY 2024 (May 1, 2023, to April 30, 2024). This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 95.

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:

[PW 9B Contract](#)

[PW 9C Limited Source Justification](#)

**CITY OF BLOOMINGTON AGREEMENT WITH
MISSISSIPPI LIME COMPANY
FOR
Granulated QuickLime and Liquid Hydrated Lime**

THIS AGREEMENT, dated this ___ day of April, 2023, is between the City of Bloomington, IL (hereinafter “CITY”) and **Mississippi Lime Company** (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.

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

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

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

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

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

- i. VENDOR is found to be in violation of any term or condition of this Agreement which is not cured within thirty (30) days after CITY provides written notice thereof to VENDOR.
- 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. Neither PARTY shall be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the affected PARTY'S reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

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

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever of any third party to the extent arising out of or in connection with VENDOR's negligent, illegal, or unlawful operations performed under this Agreement, except for loss, damage, or expense arising from the 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 not apply to the extent of any concurrent negligence or more culpable act or omission, 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. Warranty. Subject to the limitation of liability provisions contained herein, VENDOR warrants that the products and services provided by VENDOR to the CITY shall substantially conform with the specifications set forth on such Exhibit A. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE TITLE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE ARE HEREBY DISCLAIMED AND EXCLUDED WHETHER THE ITEMS ARE USED ALONE, IN COMBINATION WITH, IN THE MANUFACTURE OF, OR IN THE PRODUCTION OF, OTHER SUBSTANCES, ITEMS, OR OTHERWISE. THE FOREGOING LIMITATION SHALL SURVIVE NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF AN EXCLUSIVE OR LIMITED WARRANTY. The CITY's exclusive remedy for breaches of this warranty shall be replacement of the nonconforming product or a price adjustment for the shipment of non-conforming product.

Section 12. Limitation of Liability. IN NO EVENT SHALL VENDOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE), SPECIAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES FOR ANY CLAIM UNDER THIS AGREEMENT RESULTING FROM ANY CAUSE WHATSOEVER, WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE REGARDLESS OF WHETHER VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL VENDOR'S LIABILITY HEREUNDER FOR AN

INDIVIDUAL CLAIM EXCEED THE PURCHASE PRICE FOR THE AVERAGE MONTHLY QUANTITY OF PRODUCT PURCHASED BY THE CITY DURING THE CALENDAR YEAR IN WHICH THE EVENT OCCURRED WHICH GAVE RISE TO THE CLAIM.

Section 13. 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. Notwithstanding anything herein to the contrary: The PARTIES agree that all information received from the other in connection herewith, including the terms and existence of this Agreement, is confidential and proprietary information and will be held by such PARTIES in the strictest confidence and used only in connection with the performance of their respective obligations hereunder. At no time will any such information be disclosed to any third party, unless required by law or regulation, and in such event the disclosing party will notify the other of such required disclosure. Notwithstanding the foregoing, information which is publicly available will not be considered confidential. Upon termination of this Agreement, all confidential and propriety information of the parties hereto shall, to the extent practicable, be returned to the respective owner thereof.

Section 14. 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 15. 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 16. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 17. 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 18. 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 19. Compliance with Prevailing Wage. The following shall apply to this Agreement:

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

Section 20. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be

limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 21. 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 22. 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 23. 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:

Mississippi Lime Company
Attn: Driane Johnson
3870 S Lindberg Blvd.
St. Louis, MO 63127
Email: sales@mlc.com

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

Section 26. 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 27. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 28. 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 29. 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 30. 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 31. Term. The term of this Agreement shall be as set forth on the attached Exhibit B, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 21 shall survive termination.

Section 32. 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

VENDOR _____
By: _____

Name: Kelly Pippine
Its Vice President – Sales, Marketing &
Innovation

ATTEST:

By: _____
Its City Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Provide and deliver bulk Granulated Quicklime and Liquid Hydrated Lime to the City of Bloomington water treatment plant at 25515 Waterside Way Hudson IL. 61748

**EXHIBIT B
COSTS/FEES**

FY2024 May 1, 2023 to April 30, 2024

Granulated Quicklime \$267.50 per ton delivered plus applicable fuel surcharge

Liquid Hydrated Lime \$466.00 per dry ton delivered plus applicable fuel surcharge

FY2025 May 1, 2024 to April 30, 2025

Granulated Quicklime \$294.00 per ton delivered plus applicable fuel surcharge

Liquid Hydrated Lime \$513.00 per ton delivered plus applicable fuel surcharge

Contracted Delivery at said rates are limited to normal operating days and hours, excluding MLC holidays as outlined:

New Years Day
Martin Luther King Jr Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Mississippi Lime Company Inc. Vendor #: 98	Amount: Varies. Please see below.	Date: 03/28/2023
----------------------------------------------------------------	-----------------------------------	------------------

Description of item/service: Purchase of granular quicklime for \$267.50/ton delivered with variable Fuel surcharge from May 1, 2023, through April 30, 2024, and \$294.00/ton plus variable fuel surcharge from May 1, 2024, through April 30, 2025.

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

The Water Division has experienced major operational difficulties and expense due to unacceptable performance whenever the City used granular quicklime from alternate suppliers. The last experience with an alternate vendor was in 2007. The operational problems caused by the lower quality lime from that supplier is described in the attached report. Quality and consistency of quicklime is important from a water treatment perspective, as well. The Liquid Calcium Hydroxide is also produced from the same superior limestone and is proven to work well with the Bloomington Water Treatment Plant and is included in the overall cost of the granular quicklime. This product is only utilized if there is a problem with the Granular Lime Feed systems.

Mississippi Lime Company has provided the consistently high-quality quicklime and liquid calcium hydroxide to ensure proper operation of our softening process. The current agreement in place was approved by Council to waive bid requirements for granulated lime and liquid calcium hydroxide.

Amount:
Granular Quicklime/Liquid Calcium Hydroxide
May 1, 2023 through April 30, 2024 – approximately \$700,000
May 1, 2024 through April 30, 2025 – approximately \$715,000

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.

<u>Kevin Kothe</u> (Name and Signature of Department Head)	<u>3/28/2023</u> 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):

<hr/>	<hr/>
Name and Signature of Purchasing Agent or Designee	Date



CONSENT AGENDA ITEM NO. 7.O.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Contract with Linde, Inc. for Carbon Dioxide (Bid #2023-20) in the Amount of \$250 per Ton Delivered, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Contract 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 enter into a contract with Linde, Inc., for carbon dioxide. The price per ton is the same as the current contract price. Carbon dioxide is a compound that gives soda its fizz and is the same product used to lower the pH in water after the removal of dissolved minerals, using lime (the water softening process). Lime greatly increases the pH of the water, which must be lowered to prevent the formation of scale on the filters and to make the water palatable. Carbon dioxide, which forms a weak acid, is added to the water to accomplish this task.

The project was advertised by the City to solicit competitive bids. Bids for this contract were received until 10:00 AM on Wednesday, March 15, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. One bid was opened on March 15th. The City's Local Preference Policy does not apply because there is only one bidder. A full bid tabulation is attached.

The Public Works Department solicited bids for the following periods: the initial term of May 1, 2023, through April 30, 2024, with alternate bids for May 1, 2024, through April 30, 2025 (add alternate 1), and May 1, 2025, through April 30, 2026 (add alternate 2). Linde, Inc., submitted a bid for the initial term at \$250 per ton with no alternate bids.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on February 27, 2023.

FINANCIAL IMPACT: This is an FY 2024 budgeted item. If approved, approximately \$150,000 will be allocated to cover FY 2024 (May 1 2023, through April 30, 2024) via a contract with Linde, Inc. This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 95.

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:

[PW 8B Contract](#)

[PW 8C Bid Tab](#)

CITY OF BLOOMINGTON AGREEMENT WITH

Linde Inc

FOR

Carbon Dioxide delivered

THIS AGREEMENT, dated this ___ day of April, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and Linde 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 # 2023-20 (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 extent permitted by law, each party will indemnify and hold harmless the other party from and against any and all costs, fees (including reasonable legal fees and expenses), damages, liabilities and claims arising from the injury, illness, or death of the indemnifying party's employees in any way related to any activities performed in connection with Product or Equipment supplied by Seller under this Agreement, arising out of or resulting from any claim, suit, proceeding or cause of action brought by a Third Party against a Party, based on the negligent and/or intentional acts of the Indemnifying Party.

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.

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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. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- 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.

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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.

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If to VENDOR:

Linde Inc.
7000 High Grove Blvd.
Burr Ridge, IL 60527

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.

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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

Its Director of Government & Aerospace Programs

Its Sr. Account Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Supply and deliver carbon dioxide to the City of Bloomington Water Treatment Plant at 25515 Waterside Way, Hudson, IL 61748

Approximate usage - 500 to 600 tons per year.
Approximate delivery weight - 50,000 pounds per load

Linde shall supply the City with bulk Carbon Dioxide as required and ordered by the City. Supplier shall deliver the Carbon Dioxide by truck to the Water Treatment Plant at Lake Bloomington.
Linde shall provide manufacturer approved training on the hazards, handling and storage of the product.

TERM:
May 1, 2023 through April 30, 2024

EXHIBIT B
COSTS/FEES

\$250.00 per delivered ton of Carbon Dioxide



City of Bloomington
Procurement

115 East Washington Street, Suite 403, Bloomington, IL 61701

BID TABULATION

(Does not include any variances)

ITB No. Bid #2023-20 Water Chemicals

RESPONSE DEADLINE: March 15, 2023 at 10:00 am

BASE BID

				Alexander Chemical Corporation	Brenntag Mid-South, Inc.	Carus LLC	Chemrite, Inc.	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Pencco, Inc	Shannon Chemical Corporation	Univar Solutions USA Inc
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$250.00	No Bid	No Bid	No Bid
2	Ferric Sulphate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	\$504.00	\$369.00	No Bid	No Bid	No Bid	No Bid
3	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	\$6,200.00	\$5,740.00	\$5,720.00	No Bid	No Bid	No Bid	No Bid	\$5,757.57	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Ton	1	TON	\$598.00	\$500.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$685.00	No Bid	\$540.00

ADD ALTERNATE BID #1

				Alexander Chemical Corporation	Brenntag Mid-South, Inc.	Carus LLC	Chemrite, Inc.	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Pencco, Inc	Shannon Chemical Corporation	Univar Solutions USA Inc
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

EVALUATION TABULATION

ITB No. Bid #2023-20

Water Chemicals

				Alexander Chemical Corporation	Brenntag Mid-South, Inc.	Carus LLC	Chemrite, Inc.	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Pencoco, Inc	Shannon Chemical Corporation	Univar Solutions USA Inc
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
2	Ferric Sulphate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	\$387.00	No Bid	No Bid	No Bid	No Bid
3	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	\$7,150.00	No Bid	No Bid	No Bid	No Bid	\$5,919.29	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

ADD ALTERNATE BID #2

				Alexander Chemical Corporation	Brenntag Mid-South, Inc.	Carus LLC	Chemrite, Inc.	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Pencoco, Inc	Shannon Chemical Corporation	Univar Solutions USA Inc
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	Ferric Sulphate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	\$426.00	No Bid	No Bid	No Bid	No Bid
3	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	\$8,150.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid



CONSENT AGENDA ITEM NO. 7.P.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Resolution Authorizing Waiving the Formal Bidding Requirements and Approving an Agreement with T. Kirk Brush, Inc. for Brush Disposal (RFP #2023-24) in the Amount of \$8.50 per Cubic Yard of Brush, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: As part of the Solid Waste Program, the City collects brush at the curb and on a bi-weekly basis as well as accepting brush at the Citizen Convenience Center. Brush includes trees and bushes that have been cut or trimmed by a resident or property owner. The Solid Waste Program includes approx. 24,500 households and the City collects approx. 35,000 cubic yards of unprocessed brush material per year.

If approved, the City will waive the formal bidding requirements and enter into a three-year agreement with T. Kirk Brush, Inc., for brush disposal. The proposal package was advertised by the City to solicit competitive proposals. Proposals were received until 10:00 AM Thursday, March 23, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. Two bids were opened on March 23rd and Public Works did not receive any acceptable bids.

City staff recommends waiving the bid requirements and contracting with T. Kirk Brush, Inc., to provide brush disposal for the City as this vendor currently holds a contract with the City that expires on April 30, 2023. T. Kirk Brush, Inc., will allow the City to continue providing brush disposal services to its residents/property owners at an equitable amount and the disposal site is within the desired City limits without utilizing Illinois-marked state routes.

The three-year term will begin on May 1, 2023, and be valid through April 30, 2026. This agreement may be automatically extended in one-year increments until April 30, 2028, upon mutual agreement of both parties, under the same terms and conditions, based on satisfactory performance, as determined by the Public Works Director.

This contract will allow Public Works to drop off the brush at another facility when the amount of brush collected exceeds the air burner's capacity, which occurs during heavier collection times, or when it takes significantly longer to drop off the brush at the air burner

when compared to the other facility. It takes about one-hour round-trip to drop off the brush at the air burner from the Monday and Tuesday routes in the northeastern portion of the city.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is an FY 2024 Budgeted Item. If approved, the City will enter into an Agreement with T. Kirk Brush, Inc., for Brush Disposal (RFP #2023-24), in the Amount of \$8.50 per Cubic Yard of Brush. A total of \$187,500 has been budgeted in Solid Waste-Brush Disposal account (54404400-70655). Stakeholders can locate this information in the FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 116.

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: Craig Shonkwiler, Assistant Director of Public Works/City Engineer

ATTACHMENTS:

[PW 11B Resolution](#)

[PW 11C Agreement](#)

RESOLUTION NO. 2023 - _____

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH T. KIRK BRUSH, INC., FOR BRUSH DISPOSAL (RFP #2023-24) IN THE AMOUNT OF \$8.50 PER CUBIC YARD

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

WHEREAS, the City continues to collect brush material such as trees and bushes that have been cut or trimmed by the resident or property owner, at the curb and on a bi-weekly basis as well as accepting brush at the City's Drop-Off Facility; and

WHEREAS, the City serves approximately 24,500 households and collects approximately 35,000 cubic yards of unprocessed brush material per year; and

WHEREAS, T. Kirk Brush, Inc. has the current brush disposal contract with the City and have provided the City with reliable and consistent service; and

WHEREAS, Staff believe utilizing the bid waiver process and selecting T. Kirk Brush, Inc. will allow the City to continue to provide brush disposal services to its residents or property owners at an equitable amount and the disposal site is within the desired City limits without having to utilize Illinois marked state routes.

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

Section 1. That the recitals set forth above are incorporated herein, the formal bid requirements are waived, and the proposed agreement with T. Kirk Brush, Inc. for brush disposal is approved.

PASSED this 24th day of April 2023.

APPROVED this ____ day of April 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON AGREEMENT WITH
T. KIRK BRUSH, INC.
FOR
BRUSH DISPOSAL SERVICES**

THIS AGREEMENT, dated this ____ day of April, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and T. Kirk Brush, 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 any procurement initiative by the CITY.

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

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

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

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

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

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

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

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

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

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

Section 11. 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.

Section 18. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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:

T Kirk Brush Inc.
Attn Patrick Henson
19524 Mallaghan Way
Bloomington, IL 61705
henson726@hotmail.com

Copy to:
T Kirk Brush Inc.
Attn Patrick Henson
19524 Mallaghan Way
Bloomington, IL 61705
henson726@hotmail.com

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
By: _____
Its President/owner

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

SCOPE OF WORK – GENERAL

Historically, the CITY collects in the range of 35,000 cubic yards of unprocessed brush material per year. The brush material is picked up by end loaders and placed into standard size dump trucks. Brush is picked up biweekly. The CITY provides this information for reference only and in no way limits or guarantees quantities of future deliveries or future business. The CITY shall have no financial responsibility in the event the amount of acceptable waste handled falls short of current or projected quantities.

VENDOR shall accept and dispose of the CITY's brush material for a per cubic yard processing fee.

VENDOR will provide a dumping site within brush disposal limits at:

510 Rhodes Ln.
Bloomington, IL

The brush disposal sites must allow city trucks to access the site without traveling along Illinois marked state routes. Site must provide a hard surface for dumping. VENDOR shall be responsible for consolidating the brush such that there is sufficient room available for brush to be deposited. VENDOR shall include the necessary permits and approvals to conduct the transfer operations at this location.

Should contamination be found in the brush material delivered to the VENDOR, the CITY shall remove the contamination upon being notified by the VENDOR. The City shall not pay a penalty for the contaminated material.

Should any act of God occur which can include but shall not be limited to an ice storm or tornado, the CITY shall not be restricted to deliver its brush material to the VENDOR. The CITY shall reserve the right to dispose of the brush material in an event such as this in a manner that provides for the public safety and welfare. The CITY would expect that the VENDOR would in good faith respond or be available.

OPERATING HOURS: The Contractor's facility shall be open from 6:00 a.m. to 3:00 p.m. every weekday for the receipt of the City's brush material (with the exception of Christmas Day). Should the City require the facility to remain open beyond these operating hours, the Contractor shall accommodate the CITY.

CONTRACT TERM: The contract will be for a three (3) year term that will begin on May 1, 2023 and be valid through April 30, 2026. This agreement may be automatically extended in one-year increments until April 30, 2028, upon mutual agreement of both parties, under the same terms and conditions, based on satisfactory performance as determined by the Public Works Director.

EXHIBIT B

COSTS/FEES

Initial Term Pricing: (May 1, 2023 – April 30, 2026) shall be **\$8.50/cubic yard**

Prices will remain firm throughout the contract period each year. In the event the VENDOR requires a price increase, the City shall reserve the right to solicit quotations and purchase from competitive contractors for the remainder of the contract period.

The VENDOR must provide the CITY with an itemized monthly invoice. The VENDOR will provide a description on how the City shall receive an invoice for every brush truck that dumps at the location and must specify the tracking system, such as truck number and tonnage, proposed to be utilized for the brush material. The tracking system must be used to provide a monthly report to the City Public Works Department.



CONSENT AGENDA ITEM NO. 7.Q.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: Ward 9

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the Property Located at 15 Shoal Creek Court, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 4e. Strong partnership with residents and neighborhood associations

Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans

BACKGROUND: The Petitioner, Julie Bacon, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 15 Shoal Creek Court.

Summary of Request:

- Chicken-keeping with a chicken coop and fenced enclosure in the rear yard, to keep no more than four egg-laying hens.
- The proposed location of the coop meets the minimum setback requirements of 10 feet from the side and rear property lines.
- The Petitioner will store food in sealed buckets to deter pests.
- No roosters or chickens for slaughter will be kept.

On Wednesday, March 15, 2023, the Zoning Board of Appeals held a public hearing and found the request met the standards for approval of a Special Use Permit. They voted 6-0 to recommend approval of the Special Use Permit to the City Council, with no conditions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Tuesday February 28, 2023, and courtesy notices were mailed to 52 properties within 500 feet of the subject property.

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 HL-5. Provide access to healthy foods and promote food security to build community; Objective HL-5.1. Encourage

local food production; and Objective HL-5.3. Facilitate consumption of healthy, affordable, locally produced food for all residents.

Respectfully submitted for consideration.

Prepared by: Jon Branham, Sr. Economic Development Coordinator

ATTACHMENTS:

[E&CD 1B Ordinance](#)

[E&CD 1C Staff Report SP-01-23](#)

[E&CD 1D ZBA Draft Minutes](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-1C (SINGLE-FAMILY RESIDENCE) DISTRICT FOR THE PROPERTY LOCATED AT 15 SHOAL CREEK COURT

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for the keeping of chickens, for the property located at 15 Shoal Creek Court, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a site plan, illustrated in Exhibit "B" and hereinafter referred to as "Plan;" and

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Zoning Board of Appeals, following said public hearing, made findings of fact that such Special Use meets the standards for granting a Special Use set forth in Bloomington City Code Chapter 44-1707, and with the additional Use Provisions as forth in Chapter 44-1011; and

WHEREAS, the Bloomington Zoning Board of Appeals voted to recommend that the City Council pass this Ordinance and adopt said Special Use; and

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

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

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

SECTION 2. That the Special Use Permit for Chicken-Keeping, for the property at 15 Shoal Creek Court, legally described in Exhibit "A", is hereby approved.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby directed and authorized to publish this Ordinance in

pamphlet form as provided by law.

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

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

PASSED this 24th day of April 2023.

APPROVED this _____ day of April 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

LOT 199 IN GOLDEN EAGLE SUBDIVISION, IN THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 1997 AS DOCUMENT NO. 97-14398, IN MCLEAN COUNTY, ILLINOIS.

PIN: 15-31-129-002

EXHIBIT B

Site Plan





ZONING BOARD OF APPEALS

TO: ZONING BOARD OF APPEALS
FROM: Economic & Community Development Department
DATE: March 15th, 2023
CASE NO: SP-01-23, Special Use Permit for Chicken-Keeping
REQUEST: Public hearing, review, and action on a request submitted by Julie Bacon for approval of a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 15 Shoal Creek Court. PIN: 15-31-129-002.

BACKGROUND

Request

The Petitioner seeks a Special Use Permit to allow Chicken-Keeping in the R-1C (Single-Family Residence), per § 44-1011, which states “On lots less than or equal to one acre with a primary use of a single-family or two-family dwelling, the keeping of up to four chickens may be permitted as an accessory use...” No variations to the code are requested.

Notice

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Tuesday, February 28, 2023. Courtesy notices were mailed to 52 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics

The property at 15 Shoal Creek Court consists of 0.23 acres of land on Shoal Creek Court located near the intersection of Shoal Creek Court and Golden Eagle Road in the Golden Eagle Subdivision. It is improved with a single-family home with an attached garage. The rear yard of this property, where the coop will be located, is entirely screened by a six-foot tall wooden fence.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	R-1C (Single-Family Residence) District	Single-Family Dwelling Units
South	R-1C (Single-Family Residence) District	Single-Family Dwelling Units
East	R-1C (Single-Family Residence) District	Single-Family Dwelling Units
West	R-1C (Single-Family Residence) District	Single-Family Dwelling Units

Description of Current Zoning District

The R-1C (Single-Family Residence) District is intended to provide primarily for the establishment of areas of higher density single-family detached dwelling units while recognizing the potential

compatibility of two-family dwelling units as special uses. Densities of approximately eight dwelling units per acre are allowed [...] (§ 44-401C).

Subject Code Requirements

§ 44-402B. "Allowed Uses Table" indicates Chicken Keeping is permitted as Special Use in the R-1C District.

§ 44-1011 [Ch. 44, 10-11] Chicken-Keeping (Use Provisions)

- A. On lots less than or equal to one acre with a primary use of a single-family or two-family dwelling, the keeping of up to four chickens may be permitted as an accessory use and shall comply with Chapter 8 and Chapter 22 of the Bloomington Code, 1960, as amended [...]

Chapter 8 (Animals and Fowl) and Chapter 22 (Health and Sanitation) of the City Code will also apply once the permit has been approved.

STANDARDS FOR REVIEW

The Board of Zoning Appeals (ZBA) shall hold at least one administrative public hearing on any proposed Special Use and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Special Use meets all of the Standards of Approval listed in § 44-1707H and discussed below.

Special Use Permit to allow Chicken-Keeping in the R-1C (Single-Family Residence) District

- 1. The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.**

The chickens will be located at least 10 feet away from all neighboring properties; the provided site plan meets the setback requirements of § 44-1011. The Petitioner intends to store the food in sealed buckets in the garage on the property. Chapters 8 & 22 of the City Code provide enforcement mechanisms, should the coop and enclosure fall into disrepair. ***Standard is met.***

- 2. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The Special Use should not impair normal use and enjoyment of the surrounding properties. The coop is entirely screened by the existing fencing which would keep the chickens contained within the property. The Special Use would contribute to Goal HL-5.1 (Encourage local food production), and HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents) of the 2035 Comprehensive Plan. ***Standard is met.***

- 3. The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.**

The location of the coop meets the minimum setback requirements from the side and rear property lines. The portion of the property where the coop will be placed is entirely screened from neighbors by a structure and fencing. The coop and run are movable and, should the petitioner move, can be easily removed from the property. The Code defines Chicken-keeping as an appropriate accessory use for single-family dwellings, and this petition would not impede the normal and orderly

development of surrounding properties in any way that was not already weighed—and determined to be appropriate—by the existence of the Special Use in the Code. ***Standard is met.***

4. Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.

The property is served by City utilities and roads; no change to facilities is necessary as part of this Special Use Permit. ***Standard is met.***

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Ingress and egress are provided by existing conditions; no change is expected as the result of the Special Use Permit. ***Standard is met.***

6. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.

The proposed Special Use is subject to, and conforms with, both the use provisions for Chicken-Keeping as stated in Chapter 44, 10-11 and the regulations of the R-1C (Single-Family Residence) District. In addition, Special Use Permits are enforceable and revokable, should such use become a nuisance, be destroyed, or cease operations for a specific period. ***Standard is met.***

STAFF RECOMMENDATION

Staff finds that the application meets all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

Motion to establish findings of fact that all ***standards for approval*** of a Special Use Permit ***are met***, and to ***recommend approval*** of the petition with no conditions.

Respectfully submitted,
Jon Branham
City Planner

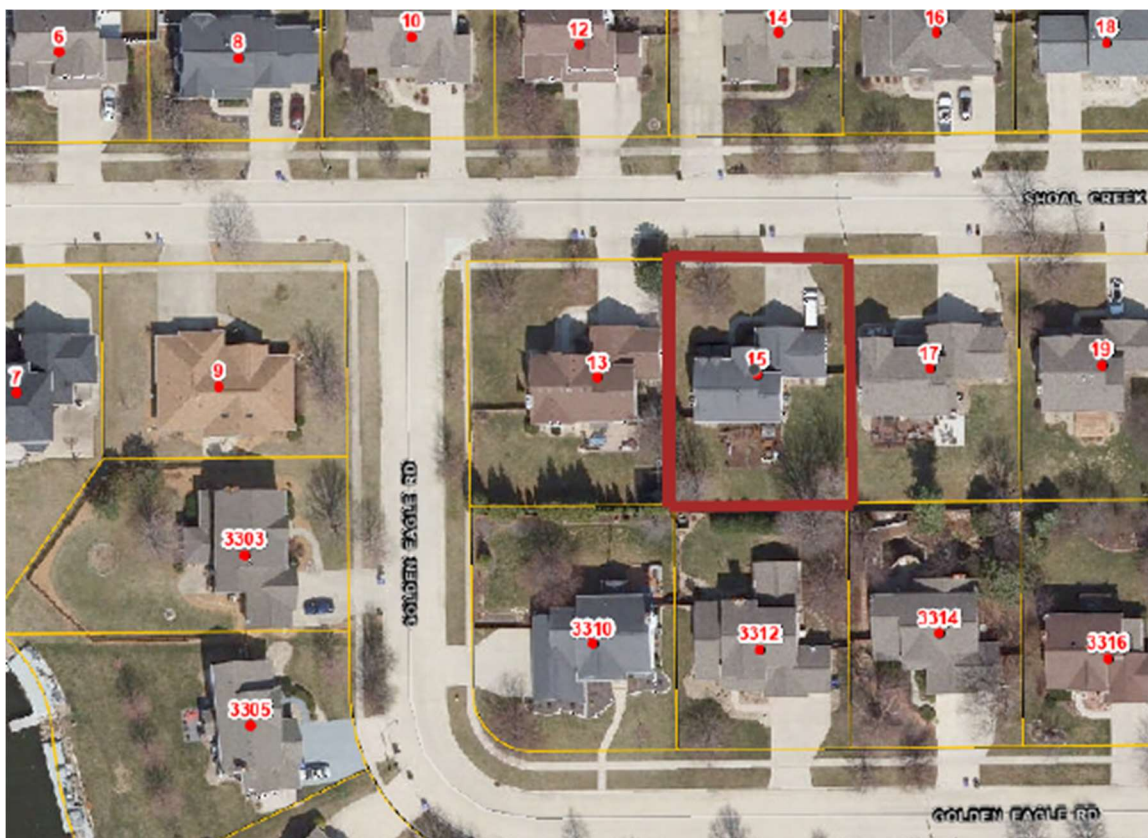
Attachments:

1. Zoning Map
2. Aerial Image(s)
3. Ground-Level View
4. Petitioner-Submission - Description of Project
5. Site Plan
6. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image(s)



Attachment 3- Ground-Level View



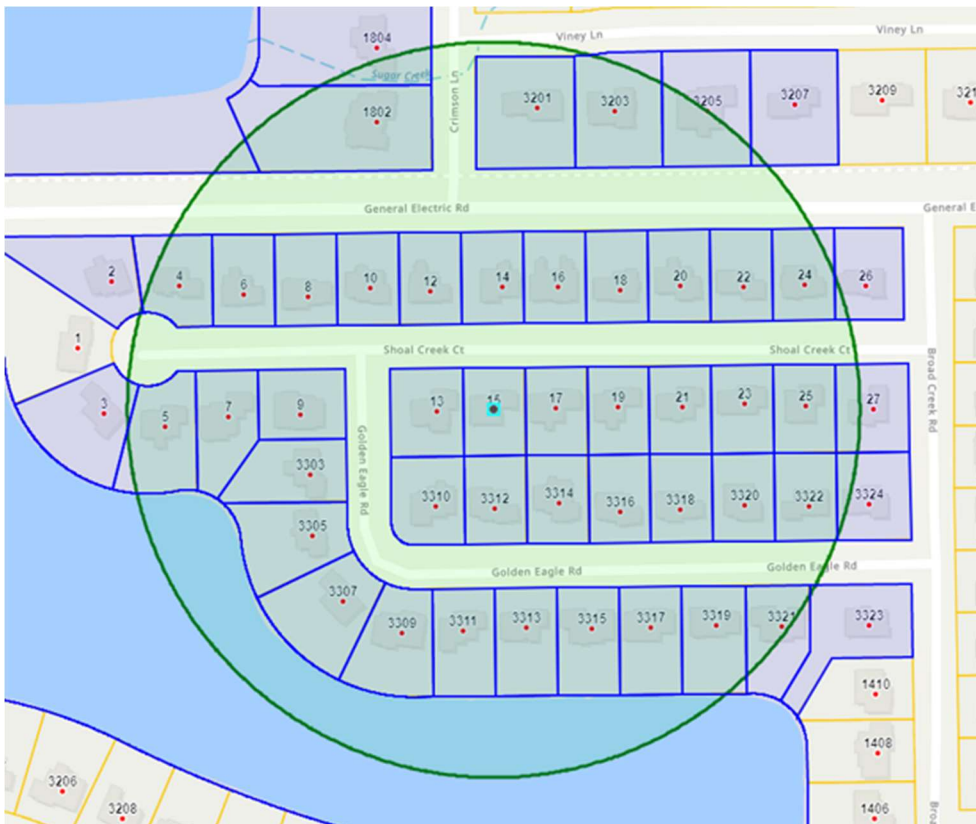
Attachment 4 - Petitioner-Submission - Description of Project

The chickens will be housed in a covered chicken coop.
The chicken coop will be at least 10 feet from the property lines.
The chicken feed will be kept in a secure container to keep out pests.
The chickens will be kept for their eggs and not for slaughter.

Attachment 5 - Site Plan



Attachment 6 - Neighborhood notice map



participate due to technical issues.

Mr. Branham noted an amendment to the Minutes from the last meeting, indicating that the case was announced as “passed” but due to the slim quorum and the margin of the vote the item was actually *not* passed and Staff is working with the applicant to identify an appropriate path forward.

Commissioner Harris motioned to approve the minutes from the February 15, 2022, regular Zoning Board of Appeals meeting, as amended. Commissioner Ballantini seconded. Voice Vote. All Ayes. Motion Passed (6-0).

REGULAR AGENDA

SP-01-23 Public hearing, review, and action on a request submitted by Julie Bacon for approval of a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 15 Shoal Creek Court. PIN: 15-31-129-002.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key property conditions, including a fully-screened rear yard.

Chair Straza opened the public hearing.

Petitioner, Julie Bacon (15 Shoal Creek Court) stated that she is interested in chicken-keeping for eggs.

Commissioner Ballantini asked for clarification on why the petitioner wants chickens and whether the neighbors are aware of the petitioner’s request. Ms. Bacon stated she has spoken with her closest neighbor, and they did not have objections.

Commissioner Harris inquired whether the petitioner has raised chickens before. Ms. Bacon replied in the negative, noting that she will be taking a class on raising from where she is getting the chickens and has the resources needed to take good care of them.

No additional testimony was received.

Chair Straza closed the public hearing portion of the case.

Commissioner Harris made motion to establish findings of fact that all standards for approval of a Special Use Permit are met. Seconded by Commissioner Ballantini.

Mr. Ballantini - Yes, Ms. Harris - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Foley - Yes, Chair Straza - Yes. The motion passed (6-0).

Commissioner Harris made motion to recommend approval of the Special Use Permit. Seconded by Commissioner Ballantini.

Mr. Ballantini - Yes, Ms. Harris - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Foley - Yes, Chair Straza - Yes. The motion passed (6-0).

SP-02-23 Public hearing, review, and action on a request submitted by Jake Bennett for approval of a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 42 Ravenswood Circle. PIN: 14-25-205-005.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key property conditions, including a fully-screened rear yard, and that the coop would be required to meet the 10-foot setback in the Code, despite the dimensions being absent on the submitted site plan.

Chair Straza opened the public hearing.

The petitioner was not in attendance to speak.

Terry Miller (2808 Park Ridge Road) stated that he is one of the rear neighbors and is opposed to the petition. He stated that chickens smell and are noisy. He noted they fly and could end up in other yards. He stated concerns related to a related increase in prey animals.

Commissioner Ballantini asked whether the speaker's property is fenced. Mr. Miller stated his property is fenced with wrought iron and the Petitioner's is fenced with a vinyl privacy fence.

Mr. Zwaga asked whether the petitioner had spoken with them. No, just via the mailed notice.

Commissioner Ballantini explained that many chicken cases have discussed smell, noise, and prey animals, but to-date he is unaware of any complaints related to properties that have approved Special Use Permits for Chicken-Keeping.

Steve Wittington (2902 Park Ridge Road) stated he is neighbor directly behind. Stated that the petitioner has several small children and . He inquired what the process is if the petitioner violates the required standards. He stated that he is concerned that everyone in his neighborhood could start having chickens.

Chair Straza explained that all property owners can come and request the same Special Use Permit.

Comm Ballantini explained that violations can be reported and Code Enforcement pursues.

Chair Straza closed the public hearing portion of the case.

Commissioner Ballantini - hold since petitioner is not here and there is opposition



CONSENT AGENDA ITEM NO. 7.R.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: Ward 5

SUBJECT: Consideration and Action on an Ordinance Approving the Vacation of a Public Utility Easement and a Storm Water Detention and Drainage Easement, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses

BACKGROUND: The Petitioner, AMERCO, Real Estate Company, is requesting approval of a vacation of a public utility easement and a storm water detention and drainage easement.

The subject properties are located between Holiday Dr. and Orchard Rd., north of E. Empire St. and are all zoned B-1, Business District. The existing Parcel Identification Numbers (PIN) for the subject properties are 14-35-451-019, 14-35-451-020, and 14-35-451-021. The parcels are under common ownership whereby a U-Haul storage facility is proposed to be built after demolishing the existing bowling alley building. The easement vacations are necessary for the new building configuration. Signoffs from the various utility companies are attached. The Easement Vacation Plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: AMERCO, Real Estate Company

FINANCIAL IMPACT: AMERCO, Real Estate Company, paid all survey and plat costs. No tap-on fees are due at this time.

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-1.5. Plan for appropriate and safe access to major surface transportation facilities, including arterial and collector streets; Goal ED-4.2. Prioritize infill and redevelopment to spur growth and reinvestment in the City; and Goal ED-4.5. Identify and reduce barriers for local growth and economic development

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

PW 6B Ordinance

PW 6C Ordinance Exhibit A

PW 6D Ordinance Exhibit B

PW 6E Owners Petition

PW 6F Owners Certificate

PW 6G Utility Letters

PW 6H Location Map

ORDINANCE NO. 2023 - _____

AN ORDINANCE APPROVING THE VACATION OF
A PUBLIC UTILITY EASEMENT AND A STORM WATER DETENTION AND DRAINAGE EASEMENT

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, a Petition requesting the Vacation of a Public Utility Easement and a Storm Water Detention and Drainage Easement, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the vacation of existing easements depicted on Exhibit B, attached hereto and incorporated herein by this reference, recorded on February 20, 1991, as Document No. 91-2439; and

WHEREAS, said Petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said easements in the manner requested in the Petition.

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

Section 1. The above recitals are repeated and incorporated into this Ordinance as though fully set forth herein.

Section 2. The Easement Vacation Plat attached as Exhibit A is hereby approved, which vacates certain easements shown on Exhibit B, recorded on February 20, 1991, as document no. 91-2439.

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 be in full force and effective as of the time of its passage and approval.

PASSED this 24th day of April 2023.

APPROVED this ____ day of April 2023.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

**PETITION FOR A VACATION OF
A PUBLIC UTILITY EASEMENT AND A STORM WATER DETENTION AND
DRAINAGE EASEMENT**

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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


Now come(s) Amerco Real Estate Company, a Nevada corporation, hereinafter referred to as Petitioner(s), respectfully representing and requesting as follows:

1. That your Petitioner(s) is (are) owners of record of the property located at 1225 Holiday Drive, in the City of Bloomington, McLean County Illinois, hereinafter legally described in Exhibit A, attached hereto and incorporated herein by this reference;
2. That your Petitioner(s) seek(s) approval of the vacation of existing easements shown on the plat recorded on February 20, 1991, as Document No. 91-2439, a copy of which is attached hereto, labelled Exhibit B, and incorporated herein by this reference;
3. That said easements, referenced in the previous paragraph, should be vacated as depicted in Exhibit A;
4. That the vacation of said easements shown on Exhibit A is reasonable and proper because such easements are not needed for public right-of-way or for other public purposes by said City;
5. That the vacation of the easements depicted on Exhibit A has been approved by all relevant public utilities.

WHEREFORE, your Petitioner(s) pray(s) that the City Council approve this Petition, vacating existing easements shown on Exhibit B in the manner shown on Exhibit A.

Respectfully submitted,

By: Authorized Signator or Signators, indicating title and position:



Matthew F. Braccia, President
Amerco Real Estate Company, a Nevada corporation

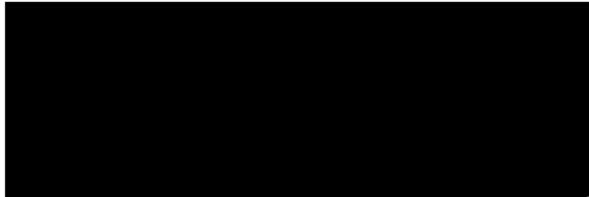
OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Easement Vacation Plat of Part of Lots 9, 10 and 11 of Re-Subdivision of Lot 2, Circle Lanes Subdivision in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat to the City of Bloomington, McLean County, Illinois by Jeremy L. Smith Registered Illinois Land Surveyor Number 3804.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 04 day of April, 2023.

(Seal)



Owner Signature

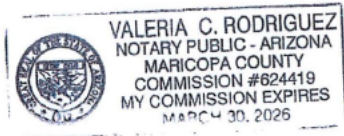
Matthew F Braccia - President, Amerco Real Estate

Owner Signature

State of Arizona)
)ss.
County of Maricopa)

I, Valeria C Rodriguez, a Notary Public in and for the county and State aforesaid, do hereby certify that Matthew F. Braccia, President, Amerco Real Estate Company, a Nevada corporation, personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 4th day of April, 2023.



Valeria C Rodriguez
Notary Public

My commission expires 3/30/2026.

Tyler Walker

From: Zumwalt, Jason <JZumwalt@ameren.com>
Sent: Wednesday, April 5, 2023 11:17 AM
To: Tyler Walker
Cc: Jeremy Smith
Subject: RE: Easement Vacation -

Tyler,

Per our phone call yesterday afternoon, please see my response and approval on behalf of Ameren Illinois below:

In regards to the easement vacation request for the property at 1225 Holiday Drive, Bloomington, IL, Circle Lanes Sub....in response to your request on April 4, 2023, Ameren Illinois has no objections to vacate the easement highlighted and described on the land title survey of Lots 9-11 in the re-subdivision of Lot 2, Circle Lanes Subdivision.

Sincerely,

Jason Zumwalt

.....

JASON ZUMWALT
Senior Real Estate Agent
Ameren Illinois Real Estate
T 217.383.7271
C [REDACTED]
F 314.612.2626
E jzumwalt@ameren.com

.....

Ameren Illinois
1112 W. Anthony Dr.
Urbana, IL 61803
ameren.com

Please consider the environment before printing this e-mail.

From: Tyler Walker <twalker@martinengineeringco.com>
Sent: Tuesday, April 04, 2023 2:15 PM
To: Zumwalt, Jason <JZumwalt@ameren.com>
Cc: Jeremy Smith <jsmith@martinengineeringco.com>
Subject: [EXTERNAL] Easement Vacation -

EXTERNAL SENDER STOP.THINK.QUESTION.
Verify unexpected requests before opening links or attachments.

Jason,

Jeremy forwarded your voicemail to me. Below is the original email detailing what we are after. I would prefer to receive something with Ameren Letterhead. I have attached a word file with the language we've received from other utilities. If you could prepare and sign a letter similar to this, I would appreciate it.

We are working on a proposed development at 1225 Holiday Drive in Bloomington, IL. The City of Bloomington is requesting that we vacate the existing utility easement highlighted on the attached ALTA plat, as it interferes with our proposed building. Please confirm that you have no existing facilities located in this easement, and no objections to its vacation, and if so, can you provide a letter similar to the attached stating no objection?

Thanks for your time.

Tyler K. Walker, PE

Associate

Martin Engineering Company

3695 S. 6th Street Frontage Rd. West

Springfield, IL 62703

Office: 217-698-8900 | Cell: [REDACTED]

www.martinengineeringco.com

MEC

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3701 Communications Way
Evansville, IN 47715
www.metronetinc.com

Fiber TV • Fiber-Speed Internet • Fiber Phone

04/03/2023

Via Email: twalker@martinengineeringco.com

Tyler K. Walker PE
Martin Engineering Company
3695 S. 6th St Frontage Rd. W.
Springfield, IL 62703

RE: Easement Vacation – 1225 Holiday Dr, Bloomington IL, Circle Lanes Sub.

Dear Mr. Walker,

Metro Fibernet, LLC has no objections to vacating the easement highlighted on the exhibit provided for lots 9-11 in the Re-Subdivision of Lot 2, Circle Lanes Subdivision, located in Bloomington IL.

Thank You,



Mark Stevens

MetroFibernet, LLC | Senior Director of Fiber Design
3701 Communications Way | Evansville, IN 47715
Office: 812.916.4450
Mark.stevens@metronet.com



601 N County Fair Dr. Champaign, IL 61821

03/27/2023

MEC
Tyler Walker
Via email to twalker@martinengineeringco.com

RE: 1225 Holiday Dr, Bloomington IL easement vacation

Dear Tyler,

In response to your request on January 19th 2023, Campus Communications Group Inc has no objections to vacate the easement highlighted and described on the land title survey of Lots 9-11 in the re-subdivision of Lot 2, Circle Lanes Subdivision

Sincerely,



William Clavey
VP Compliance
wclavey@ccgfiber.com
217-353-3022 (o)



March 24th, 2023

Tyle K. Walker
Martin Engineering Company

RE: Easement Vacation
1225 Holiday Drive - Bloomington, IL
Lumen P-407809

Dear Mr. Walker,

On behalf of Lumen (formerly known as Level3/Centurylink), we have reviewed your request to vacate existing facilities from the utility easement at 1225 Holiday Dr as shown in the provided ALTA/NSPS Land Title Survey of lots 9-11 in the re-subdivision of lot 2, circle lanes subdivision, Bloomington IL.

We have determined that Lumen does not have existing facilities within the limits of your request. No further action is required on behalf of Lumen.

Please feel free to contact me if you have any questions or require any additional information.

Respectfully,



Katherine Waltz

Design Engineer

HBK Engineering, LLC

C: [REDACTED] W: 312.253.1800

kwaltz@hbkengeering.com



Bloomington and Normal Water Reclamation District

P.O. Box 3307, Bloomington, IL 61702-3307 (309) 827-4396

January 25, 2023

Tyler K. Walker, PE
Martin Engineering Company
3695 South 6th Street Frontage Road West
Springfield, IL 62703

Re: 1225 Holiday Drive, Bloomington IL, Subdivision Easement Vacation

Dear Tyler,

BNWRD makes no claim to any easement in Lots 9-11 in the resubdivision of Lot 2, Circle Lanes Subdivision, City of Bloomington, McLean County, Illinois. Therefore, BNWRD does not object to the vacation and dedication of the property in question.

If you need anything else or have any questions, please call.

Sincerely,

Duane T. Lindeman
District Engineer



We treat water seriously.



January 25, 2023

Martin Engineering Company
3695 S. 6th Street Frontage Road West
Springfield, IL 62703
Attention: Tyler K. Walker, P.E.


Re: Easement Vacation – 1225 Holiday Drive; Circle Lanes Subdivision
Bloomington, IL

Mr. Walker:

After review of the ALTA Survey plat showing the proposed vacation of the utility and drainage easements in Lots 9-11 as part of the resubdivision of Lot 2 in the Circle Lanes Subdivision, Comcast has no cable facilities within the utility easement proposed to be vacated and therefore has no objection to said vacation(s).

If you have any questions in regards to this information, please do not hesitate to contact me.

Sincerely,


Robert L. Schulter, Jr.
Central Division Director of Construction
(630) 600-6352

By 

Ted Wyman
Right-of-Way
(847) 652-6074



109 E Market St.
Bloomington, IL 61701

January 19, 2023

RE: Easement Vacation – 1225 Holiday Dr Bloomington IL Circle Lanes Sub.

Dear – Tyler K. Walker, PE

In response to your request on January 19th 2023, Frontier has no objections to vacate the easement highlighted and described on the land title survey of Lots 9-11 in the re-subdivision of Lot 2, Circle Lanes Subdivision

Sincerely,



Adam Gangloff
Frontier – Network Engineering
109 E. Market St.
Bloomington, IL 61701



1844 Ferry Road
Naperville, Illinois 60563

February 6, 2023

Tyler K. Walker, PE
Associate
Martin Engineering Company
3695 S. 6th Street Frontage Rd. West
Springfield, IL 62703

Subject: Easement Vacation 1225 & 1229 Holiday Drive/1228 Orchard Road, Bloomington
Nicor Atlas Page Reference: B11354

Dear Tyler,

This letter is sent in response to your recent inquiry regarding the proposed vacation of certain utility easements within the properties described as 1225 Holiday Drive, 1229 Holiday Drive and 1128 Orchard Road, McClean County, City of Bloomington, Illinois.

[Reference attached Nicor Atlas Page and ALTA/NSPS Land Title Survey]

Based on the information provided, Nicor Gas has no gas main installed in the easement areas as depicted to be vacated in the yellow highlighted area on the Nicor Atlas page attached and therefore has no objection to the proposed vacation of said easement.

Notify JULIE at 1-800-892-0123 at least 48 hours prior to commencing construction activities. Nicor Gas may have gas service pipes providing gas services to the described property. The gas service pipes are neither covered by recorded easement nor are there locations mapped.

Sincerely,



Rebecca Luginbill
Land Department
Nicor Gas Company
1844 Ferry Road
Naperville, IL 60563
x2rlugin@southernco.com

Jeremy Smith

From: Joseph Huffman <jhuffman@stratusnet.com>
Sent: Friday, January 14, 2022 11:05 AM
To: Jeremy Smith
Cc: Butch Forkell; Joseph Huffman
Subject: RE: Design JULIE A220140124
Attachments: GoogleEarth_Image.jpg; SITE LOCATION.pdf

Jeremy,

Stratus Networks is all clear within your design.

Please see attachments.

Thanks.



Joe Huffman

OSP Director

Stratus Networks

4700 N. Prospect Rd.

Peoria Heights, IL 61616

jhuffman@stratusnet.com

309-222-2080 office

309-222-2081 fax

cell

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From: Jeremy Smith <jsmith@martinengineeringco.com>
Sent: Friday, January 14, 2022 8:39 AM
To: Joseph Huffman <jhuffman@stratusnet.com>
Subject: Design JULIE A220140124

Joseph,

Attached is our site location. Please forward any information on the location of your utilities. Thank you.

Thank You,

Jeremy L. Smith, P.L.S.
Martin Engineering Company
3695 South Sixth Street Frontage Road West
Springfield, Illinois 62703
Phone: (217)698-8900
Fax: (217)698-8922



windstream
wholesale

January 25, 2023 RE: Easement Vacation – 1225 Holiday Dr Bloomington IL Circle Lanes Sub. Dear – Tyler K. Walker, PE In response to your request on January 25th 2023, Windstream has no objections to vacate the easement highlighted and described on the land title survey of Lots 9-11 in the resubdivision of Lot 2, Circle Lanes Subdivision.

Sincerely,

Scott Builta

Scott Builta

Construction Manager Outside Plant | Windstream

102 E. Shafer Str | Forsyth, IL 62535

donald.builta@Windstream.com

m: 309.212.3870



PO Box 3157
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
E-mail: publicworks@cityblm.org
Phone: (309) 434-2225

March 24, 2023

Tyler K. Walker, PE
Martin Engineering Company
3695 S. 6th Street Frontage Road West
Springfield, IL 62703

Subject: 1225 Holiday Drive / Circle Lanes Subdivision
Utility Easement Vacation Signoff

Dear Mr. Walker:

The Public Works Department has reviewed the proposed Partial Plat of Vacation of the public utility easement and the storm water detention and drainage easement located in the Re-subdivision of Lot 2, Circle Lanes Subdivision recorded as Document Number 91-2439.

To our knowledge, the City of Bloomington does not have any facilities located in these easements and has no objections to the vacation as proposed.

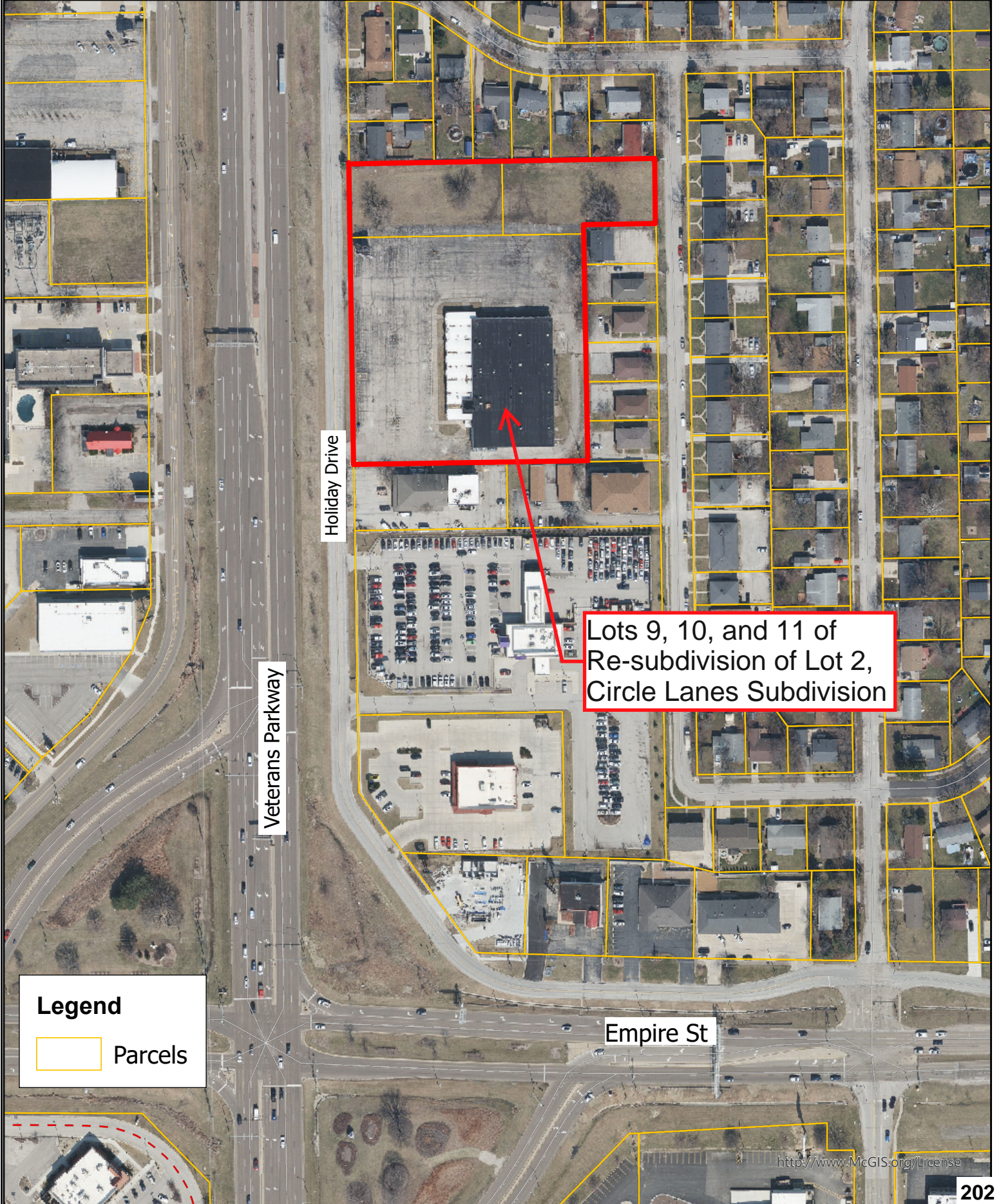
Should you have any questions, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven J. Law'.

Steven J. Law, P.E.
Senior Civil Engineer

cc: Kevin Kothe, Director of Public Works
Craig Shonkwiler, Assistant Director of Public Works/City Engineer
Brett Lueschen, Water Operations Manager
File





CONSENT AGENDA ITEM NO. 7.S.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on an Ordinance Approving the Final Plat of Resubdivision of Lot 5 in Access Park Subdivision, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses

BACKGROUND: The Petitioner, Terra Asset Group, LLC, is requesting approval of a Final Plat for the Resubdivision of Lot 5 in Access Park Subdivision, which consists of two lots and is located off of Beich Road at the west end of Access Way.

The existing Parcel Identification Number (PIN) for the property is 21-19-201-012. This parcel is within the Corporate Limits of the City of Bloomington and is zoned M-1. The parcel is currently home to the Nu-Way Trucking and Warehousing business where a new warehouse building is being constructed. As a result of this resubdivision, each building will be located on separate lots. No public infrastructure is being built as part of this project. The proposed Plat complies with the City's minimum lot widths and minimum lot areas, as well as easement dedication requirements.

The Final Plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff have no objections to the plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Terra Asset Group, LLC

FINANCIAL IMPACT: Terra Asset Group, LLC, paid all survey and plat costs. No tap-on fees or bonding is required.

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-1.5. Plan for appropriate and safe access to major surface transportation facilities, including arterial and collector streets; and Goal ED-1.1. Focus on retention and expansion of existing businesses.

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

PW 7B Ordinance

PW 7C Final Plat

PW 7D Owners Petition

PW 7E County Clerks Certificate

PW 7F Owners Certificate

PW 7G School District Certificate

PW 7H Final Plat Checklist

PW 7I Final Plat Map

PW 7J Drainage Statement

PW 7K Grant Of Easement For Ingress & Egress

PW 7L Grant Of Easement For Detention Basin Use

ORDINANCE NO. 2023 - _____

AN ORDINANCE APPROVING THE FINAL PLAT OF
RESUBDIVISION OF LOT 5 IN ACCESS PARK SUBDIVISION

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Resubdivision of Lot 5 in Access Park Subdivision dated April 4, 2023, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests no exemptions or variations from the provisions of the Bloomington City Code; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code.

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

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

Section 2. The Final Plat of Resubdivision of Lot 5 in Access Park Subdivision dated April 4, 2023, is hereby approved.

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 24th day of April 2023.

APPROVED this ____ day of April 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

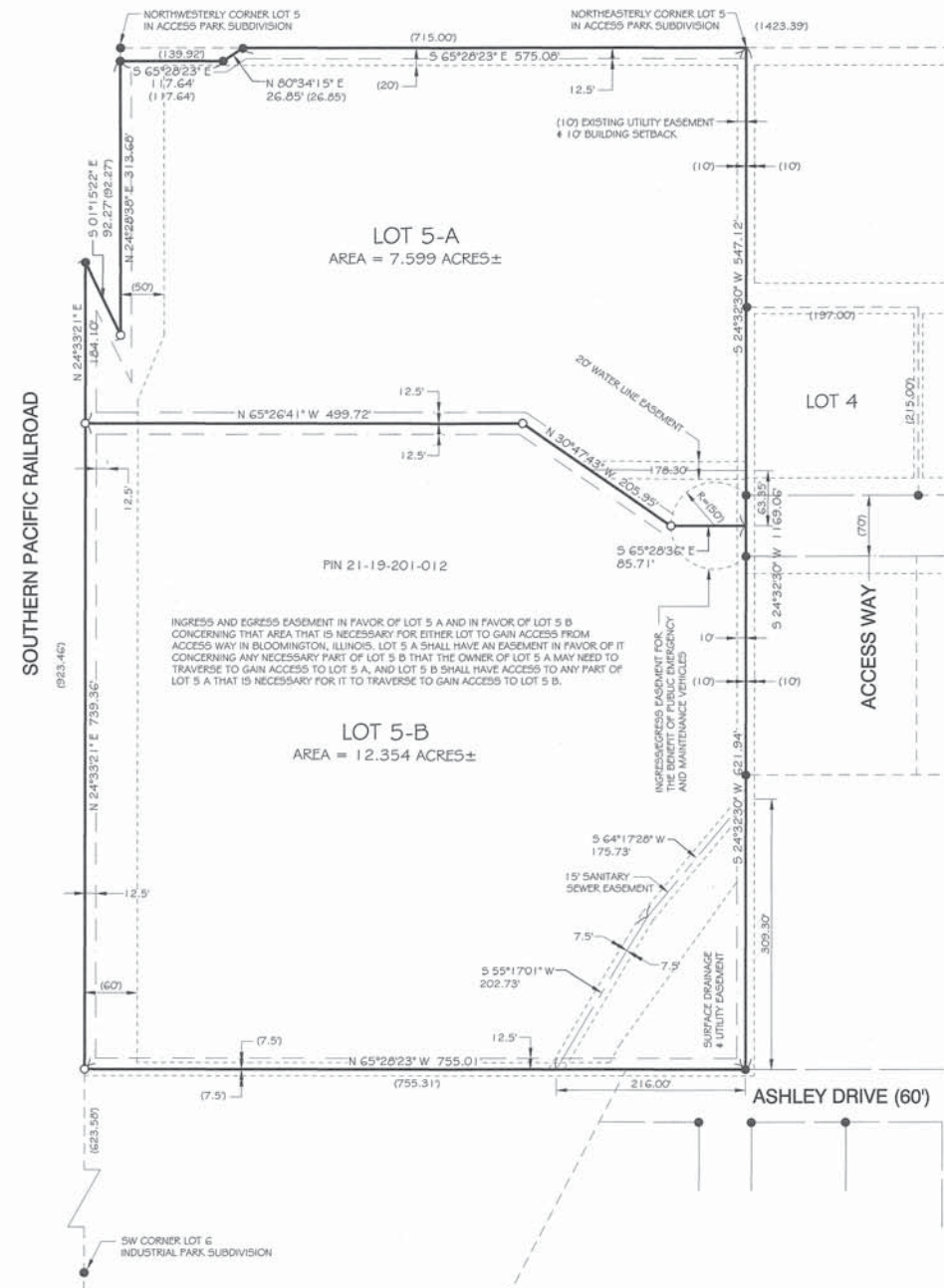
LEGAL DESCRIPTION
RESUBDIVISION OF LOT 5 IN ACCESS PARK SUBDIVISION

LOT 5 IN ACCESS PARK SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY ILLINOIS, ACCORDING TO THE PLAT THERE OF RECORDED AS DOCUMENT NO. 99-25788 IN THE MCLEAN COUNTY RECORDER'S OFFICE.

PIN: 21-19-201-012

FINAL PLAT OF RESUBDIVISION OF LOT 5 IN ACCESS PARK SUBDIVISION

LOT 5 IN ACCESS PARK SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS.



SOUTHERN PACIFIC RAILROAD

0823.46)

0823.56)

MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
 5901 N. Prospect Road, Suite 6B
 Peoria, Illinois 61614
 www.mohrandkerr.com

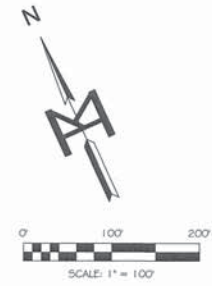
Office: (309) 692-8500
 Fax: (309) 692-8501
 Professional Design Firm #184.005091

REV.	DATE	DESCRIPTION	CHECKED	DATE

SURVEYED	MMW
DRAWN	JEF
CHECKED	MMW
SCALE	1" = 100'
DATE	04-05-23

CLIENT: **TERRA GROUP, LLC**

TITLE	LOT 5 IN ACCESS PARK SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS.
PROJECT NO.	22-358
SHEET 1 OF 1	
DRAWING NO.	1



LEGEND

	DEED LINE
	RIGHT OF WAY LINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE
	BUILDING SETBACK LINE
	MEASURED BEARING & DISTANCE
	RECORD DISTANCE
	FOUND IRON ROD / IRON PIPE
	SET IRON ROD 1/2" x 24"
	P.O.B.
	POINT OF BEGINNING

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF MCLEAN) 55

I, LESLIE SMITH-YOUCUM, CITY CLERK OF THE CITY OF BLOOMINGTON, ILLINOIS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF AN ORIGINAL "RESUBDIVISION OF LOT 5 IN ACCESS PARK SUBDIVISION", PRESENTED, PASSED AND APPROVED AT A REGULAR MEETING OF SAID CITY COUNCIL, HELD ON THE _____ DAY OF _____, 2023, BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF ALL MEMBERS OF SAID COUNCIL, THE VOTE HAVING BEEN TAKEN BY YEAS AND NAYS AND ENTERED ON THE RECORD OF THE PROCEEDINGS OF SAID COUNCIL.

WITNESS MY HAND AND SEAL OF SAID CITY OF BLOOMINGTON, THIS _____ DAY OF _____, 2023.

 CITY CLERK

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF MCLEAN) 55

I, CRAIG SHONKWIILER, CITY ENGINEER FOR THE CITY OF BLOOMINGTON, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREFOR MEET THE MINIMUM REQUIREMENTS FOR SAID CITY OF BLOOMINGTON OUTLINED IN CHAPTER 24 OF THE BLOOMINGTON CITY CODE.

DATED AT BLOOMINGTON, ILLINOIS, THIS _____ DAY OF _____, 2023.

 CITY ENGINEER
 BLOOMINGTON, ILLINOIS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF PEORIA) 55

WE, MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C. DO HEREBY STATE THAT THE ATTACHED PLAT OF SUBDIVISION WAS SURVEYED AND PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH LAWS OF THE STATE OF ILLINOIS AND WITH THE ORDINANCES OF THE CITY OF BLOOMINGTON FOR NU-WAY TRANSPORTATION SERVICES, INC. AND REPRESENTS THE FOLLOWING DESCRIBED PROPERTY:

LOT 5 IN ACCESS PARK SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY ILLINOIS, ACCORDING TO THE PLAT THERE OF RECORDED AS DOCUMENT NO. 99-25788 IN THE MCLEAN COUNTY RECORDERS OFFICE, SAID TRACT CONTAINING 19.953 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

IRON MONUMENTS IDENTIFY ALL LOT CORNERS AS SHOWN ON SAID PLAT AND ALL MEASUREMENTS ARE GIVEN IN FEET AND DECIMALS THEREOF.

WE FURTHER STATE THAT NO PORTION OF SAID HEREIN DESCRIBED SUBDIVISION IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AS DRAWN TO A SCALE OF 1" = 100'. (1 INCH = 100 FEET)

DATED THIS 4th DAY OF APRIL, 2023.

MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C.
Jeffrey E. Franklin
 JEFFREY E. FRANKLIN
 ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR # 035-3230
 MOHR & KERR ENGINEERING & LAND SURVEYING P.C.
 5901 N. PROSPECT RD., SUITE 6B, PEORIA, ILLINOIS 61614
 PHONE: (309) 692-8500, WEB SITE: WWW.MOHRANDKERR.COM
 JEFFRANKLIN@MOHRANDKERR.COM



FINAL PLAT OF RESUBDIVISION OF LOT 5 IN ACCESS PARK SUBDIVISION

EXHIBIT A

LEGAL DESCRIPTION

RESUBDIVISION OF LOT 5 IN ACCESS PARK SUBDIVISION

LOT 5 IN ACCESS PARK SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY ILLINOIS, ACCORDING TO THE PLAT THERE OF RECORDED AS DOCUMENT NO. 99-25788 IN THE MCLEAN COUNTY RECORDER'S OFFICE.

PIN: 21-19-201-012

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)

)SS

COUNTY OF McLEAN)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on this 27th day of MARCH 2023, there were no delinquent taxes unpaid, special assessments or delinquent special assessments against the tract of land shown on the plat of "Resubdivision of Lot 5 in Access Park Subdivision" attached to this certificate and described in the Surveyor's Certificate attached hereto and on said plat.

21-19-201-012

Kathy Michael
County Clerk, McLean County, Illinois

(Seal of said County)

OWNER'S CERTIFICATE

STATE OF ILLINOIS)

) SS

COUNTY OF McLEAN)

KNOWN ALL MEN BY THESE PRESENTS, That the undersigned, hereby certifies that it is the owner of all of the premises embodied in the attached Final Plat of "Resubdivision of Lot 5 in Access Park Subdivision" to the City of Bloomington, McLean County, Illinois and that it has caused said plat to be made and it is a true and correct "Resubdivision of Lot 5 in Access Park Subdivision" prepared by Jeffrey E. Franklin, Illinois Professional Land Surveyor Number 3230, and the undersigned hereby dedicates and sets apart to the City of Bloomington for general, public, and utility purposes, (and further dedicates the public use areas as shown on said plat) the areas shown as dedicated thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals,

this 27th day of MARCH, 2023.

Terra Asset Group, LLC

By: 

Brian H. Walder, Manager

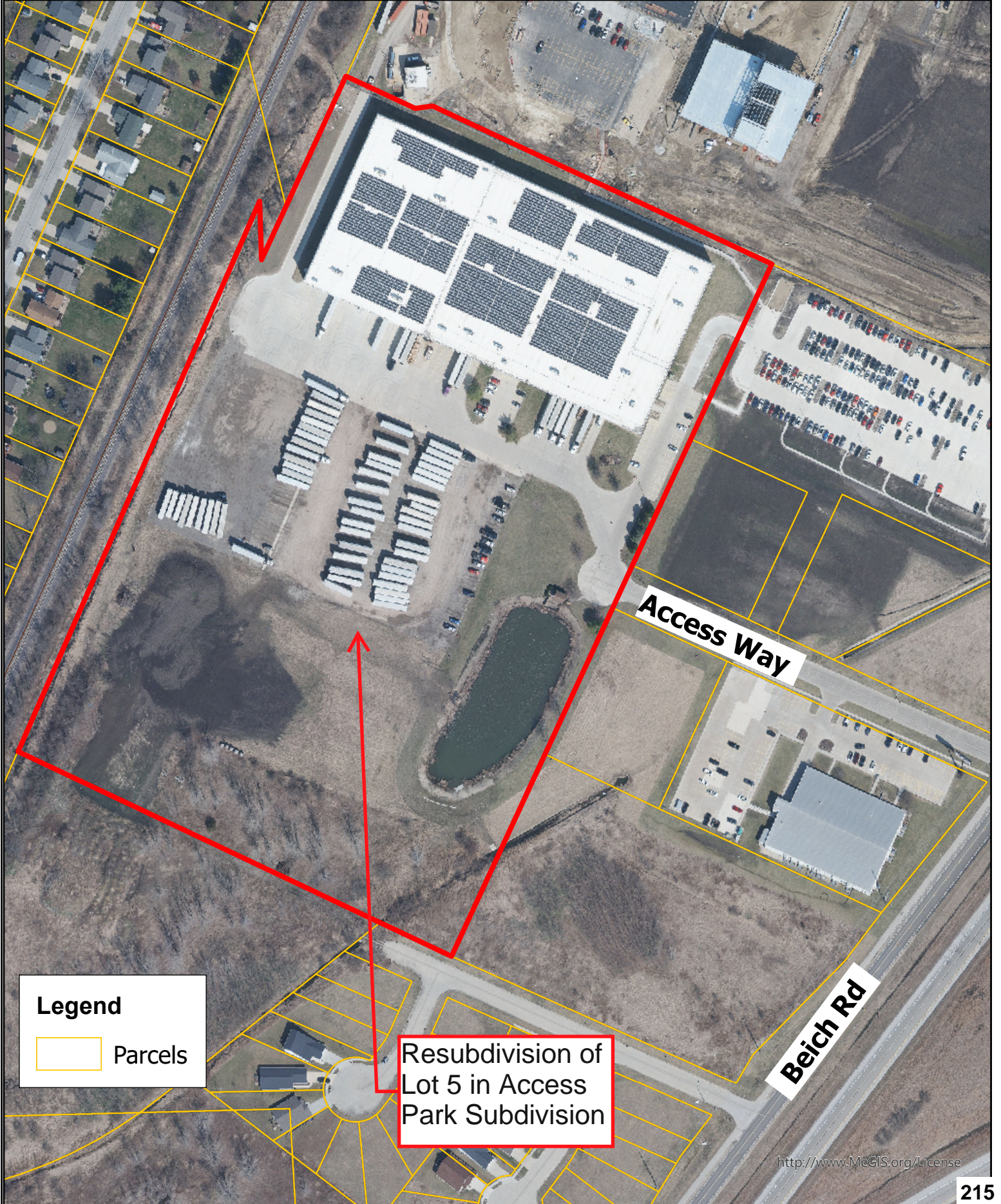



Terra Asset Group, LLC (Resubdivision of Lot 5 in Access Park Subdivision)

Date Prepared: 03/23/2023

Shown on Final Plat:		Initial
	Easements shown for all public improvements	SJL
	City Engineer's Signature Block	SJL
	Clerk's Signature Block	SJL
	Areas or facilities to be dedicated to the public	SJL
	Railroad Right of Ways	N/A
	Subdivision Boundaries	SJL
	References to nearest street lines, Township, Sections lines, or monuments.	SJL
	Name of Subdivision	SJL
	Legal Description	SJL
	Existing Parcel Id Number (PIN)	SJL
	Surveyor's statement regarding any Special Flood Hazard Areas.	SJL
	Total Acreage	SJL
	Street Names	SJL
	Proposed Lot numbers (consecutively numbered)	SJL
	Front Yard Setbacks	N/A
The following shall be provided:		
	School District Certificate	SJL
	County Clerk's Certificate	SJL
	Owner's Certificate	SJL
	Drainage Statement	SJL
	Owner's Petition	SJL
	Ordinance	SJL
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	SJL
	Digital CAD format submittal provided to Public Works	Not yet
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	N/A
	Retains the design characteristics of approved public improvement engineering plans and specifications.	N/A
	Final Plat is signed by IL licensed surveyor	SJL
	Plans for all public improvements approved by Public Works	N/A

Resubdivision of Lot 5 in Access Park Subdivision



Legend
 Parcels

Resubdivision of
Lot 5 in Access
Park Subdivision

DRAINAGE STATEMENT

Steven D. Kerr, Registered Professional Engineer, and Terra Asset Group, LLC being the owners of the premises heretofore platted by Jeffrey E. Franklin, Illinois Professional Land Surveyor No. 3230 to be and become "Resubdivision of Lot 5 in Access Park Subdivision" to the City of Bloomington, McLean County, Illinois, do hereby acknowledge that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or planned unit development or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the owner has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision or planned unit development. I further acknowledge that no portions of the lots are within the Special Flood Hazard Area, as defined by the Federal Emergency Management Agency.



Steven D. Kerr
Registered Professional Engineer

Owners: Terra Asset Group, LLC



Brian H. Walder, Manager

GRANT OF EASEMENT FOR INGRESS AND EGRESS

This Agreement is effective on this 27th day of MARCH, 2023 and is created by the common owner of certain lots subject to this easement, with that common owner being Terra Asset Group, LLC, an Illinois Limited Liability Company (hereinafter "Grantor").

WHEREAS, Grantor is the owner of the property commonly known as LOT 5 A AND LOT 5 B IN THE RESUBDIVISION OF LOT 5 IN ACCESS PARK SUBDIVISION, ALL LOCATED IN THE NE QUARTER OF SECTION 10 TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCLEAN COUNTY, ILLINOIS; and

WHEREAS, the Grantor is desirous of having access to both lots from the roadway commonly known as Access Way that is the common roadway to both lots 5 A and 5 B mentioned above; and

WHEREAS, it is in the best interest for the development of Lot 5 A and Lot 5 B that there be access to both from that portion of Lots 5 A and 5 B that are at the end of Access Way and that allows access from Access Way to the respective lots.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, in hand paid the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees and states as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated and restated herein as material terms of this Agreement.
2. **GRANT OF ACCESS, INGRESS, AND EGRESS TO THE LOTS.** The Grantor does hereby state and create an easement in favor of Lot 5 A and in favor of Lot 5 B concerning that area that is necessary for either lot to gain access from Access Way in Bloomington, Illinois. Lot 5 A shall have an easement in favor of it concerning any necessary part of Lot B that the owner of Lot 5 A may need to traverse to gain access to Lot 5 A, and Lot 5 B shall have access to any part of Lot 5 A that is necessary for it to traverse to gain access to Lot 5 B.
3. **PUBLIC EMERGENCY AND MAINTENANCE ACCESS.** The grant of easement as expressed in paragraph 2 above shall also include the granting of an easement in favor of, and for the benefit of, any and all public emergency and maintenance vehicles that may need access to either lot at any point in time in the future. This shall include vehicles from any municipal, county or other government agency that may, from time to time, have the need to traverse the property to gain access for any emergency services or maintenance. Neither Lot 5 A

or Lot 5 B shall act contrary in any manner to granting any access to such vehicles regardless of which lot any vehicle wishes to traverse in the operation of its duty to the public and the owners of these lots.

4. **LIMITATION UPON GRANT.** There shall be no limitation on the grant of the easement granted herein other than it shall be for the right of ingress and egress and for no other purpose. The right of ingress and egress shall only be that right that shall may be necessary from time to time concerning access from Access Way, a public roadway in Bloomington, Illinois.

5. **GRANTS AS PERMANENT; RECORDING OF AGREEMENT.** This Agreement is intended to represent permanent grants and it is intended to run with the lands of the parties hereto; accordingly, the parties shall cause a copy of this Grant of Easement to be recorded in the office of the McLean County Recorder.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed by their respective authorized agents, intending the same to be effective upon execution hereof by both parties hereto.

GRANTOR:

Terra Asset Group, LLC, an Illinois Limited Liability Company

By: _____

Brian H. Walder, Managing Member

GRANT OF EASEMENT FOR DETENTION BASIN USE

This Agreement is effective on this 27th day of MARCH, 2023 and is created by the common owner of certain lots subject to this easement, with that common owner being Terra Asset Group, LLC, an Illinois Limited Liability Company (hereinafter "Grantor").

WHEREAS, Grantor is the owner of the property commonly known as LOT 5 A AND LOT 5 B IN THE RESUBDIVISION OF LOT 5 IN ACCESS PARK SUBDIVISION, ALL LOCATED IN THE NE QUARTER OF SECTION 10 TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCLEAN COUNTY, ILLINOIS; and

WHEREAS, there is a detention basin on Lot 5 B that would serve for the benefit of both Lots 5 A and B as referenced above; and

WHEREAS, it is in the best interest of the development of Lots 5 A and B that both lots have the continued use and benefit of the detention basin concerning any drainage that is necessary and involved in either Lots 5 A and B as mentioned above.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, in hand paid the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees and states as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated and restated herein as material terms of this Agreement.

2. **GRANT OF USE OF DETENTION BASIN.** The Grantor does hereby state and create an easement in favor of Lot 5 A and in favor of Lot 5 B concerning that area on Lot 5 B that is considered and identified as a detention basin and that is necessary for either lot to have sufficient drainage from any and all water sources, including storm water conveyance, for the appropriate and necessary drainage for each lot to be suitable for use. Given that the detention basin is on Lot 5 B, the purpose of this easement is to allow Lot 5 A to also use the detention basin and benefit from its creation and use during all time periods in the future to ensure proper drainage for both Lots 5 A and B as identified in this Agreement.

3. **LIMITATION UPON GRANT.** There shall be no limitation on the grant of the easement granted herein other than it shall be used for the benefit of both lots for appropriate drainage purposes to ensure that appropriate drainage occurs for the benefits of both Lots 5 A and B as mentioned in this Agreement. The owners of Lots 5 A and B agree they shall confer and

consult concerning any future alterations to either lot that would increase any water flow to the detention basin.

4. **GRANTS AS PERMANENT; RECORDING OF AGREEMENT.** This Agreement is intended to represent permanent grants and it is intended to run with the lands of the parties hereto; accordingly, the parties shall cause a copy of this Grant of Easement to be recorded in the office of the McLean County Recorder.

GRANTOR:

Terra Asset Group, LLC, an Illinois Limited Liability Company

By: 

Brian H. Walder, Managing Member



CONSENT AGENDA ITEM NO. 7.T.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending Section 30 of Chapter 1 of the City Code Regarding the Schedule of Fees, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed 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: Per the City Code, the City Clerk is in charge of managing the City's Schedule of Fees listed in the Code. §1-125 [Ch. 1, Sec. 30] of the Code allows for a biennial review of the Schedule of Fees and all City Departments must notify the Clerk of any requested changes by December 31st of each year. The Economic & Community Development Department, along with the City Clerk Department, are the only departments seeking changes in their applicable Schedule of Fee sections.

The proposed Ordinance, if approved, will update the following fees, as well as clarify and clean-up language, punctuation, and grammar issues.

The following is a brief summary outlining some of the proposed changes:

- **Chapter 2: Administration** - Related to FOIA (Freedom of Information Act) requests, microfilm will no longer be available as a medium and flash drives will be added;
- **Chapter 6: Alcoholic Beverages** - Liquor classification fees related to prior years will be removed and miscellaneous fees will be adjusted with the correct classifications;
- **Chapter 7: Amusements** - Quarterly licensing will be removed for skating rinks;
- **Chapter 10: Building Code** - Code locations for several items will be updated and sign permits will be removed;
- **Chapter 15: Electricity** - Language will be added to the fees for surcharges;
- **Chapter 22: Health and Sanitation** - Language regarding massage establishments will be removed and other language will be adjusted;
- **Chapter 22.5: Junk Dealer** - Language for further clarification will be added;
- **Chapter 26: Licenses** - Language for further clarification will be added;
- **Chapter 30: Nursing Shelter Care Homes, Homes for Aged, Nurseries and Convalescent Homes** - Language for further clarification will be added;
- **Chapter 32: Pawnbrokers and Secondhand Dealers** - Language for further clarification will be added;
- **Chapter 36: Scavengers** - Language for further clarification will be added;
- **Chapter 38: Streets, Sidewalks and Other Public Ways** - Lettering order will be adjusted;

- **Chapter 40: Taxicabs** - To best align large-scale license, as well as cover administrative costs, application fees for Certificate of Public Convenience and Transportation Network Providers will increase to \$400, and language for further clarification will be added;
- **Chapter 41: Tobacco** - In an effort to cover administrative costs, the annual license fee will be increased from \$25 to \$50 and language for further clarification will be added;
- **Chapter 43: Mobile Home Parks and House-Car Trailers** - To best align large-scale license, as well as cover administrative costs, an application fee of \$400 will be added, the annual license fee will increase from \$100 to \$200 plus the \$5 per lot charge, and language for further clarification will be added; and
- **Chapter 34: Zoning** - Code locations and several fees will be updated, as well as language for further clarification will be added.

Per the City Code, if approved, the proposed Ordinance and revised fees will go into effect May 1, 2023.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the revised fees will take effect May 1, 2023.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:
[CLK 2B Ordinance](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE AMENDING SECTION 30 OF CHAPTER 1 OF THE CITY CODE
REGARDING BIENNIAL REVIEW OF THE SCHEDULE OF FEES

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter "City") is an Illinois home-rule municipality; and

WHEREAS, the City charges fees for various services, licenses, permits, and registrations within the City; and

WHEREAS, on October 8, 2018, the City Council adopted Ordinance No. 2018-89 "An Ordinance Adopting a Schedule of Fees for the City of Bloomington and Amending the City Code"; and

WHEREAS, in accordance with § 1-125 [Ch. 1, Sec. 30] of the City Code, City Council has amended the Schedule of Fees via an ordinance from time-to-time as deemed appropriate; and

WHEREAS, the City Code provides for a biennial review of the Schedule of Fees and in accordance with that review, various changes are being requested and are deemed to be in the best interest of the City; and

WHEREAS, the City desires to amend the Schedule of Fees to reflect the updated fees.

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 Chapter 1, Section 30, the Schedule of Fees, shall be amended as set forth in Exhibit A.

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

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 on May 1, 2023, after its approval and publication as required by law.

PASSED this 24th day of April 2023.

APPROVED this ____ day of April 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
 SCHEDULE OF FEES - EFFECTIVE ~~NOVEMBER~~ MAY 1, 2018²³

The following fees are applicable for the respective licenses and fees required under "The City Code of the City of Bloomington, Illinois, or as otherwise established by law.
 (Reference to related Chapter-Section of the City Code is listed to right of Fee)

ADMINISTRATION (CHAPTER 2)

A. Fees for Certain Services

Fee Schedule:

For Issuing every license:	\$0.50 (2-9)
For transferring each license:	\$0.50 (2-9)
For taking bond on license transfer:	\$0.50 (2-9)
For each deed for real estate issued:	\$2.00 (2-9)
For certified copies of any record: (In addition to \$0.18/page)	\$1.00 (2-9)

B. Disclosure of Public Records

Fee Schedule:

Xerox Copies/Photocopies	
Black and White: Documents over fifty-one (51) pages, duplex whenever possible	\$0.15 (2-45(b))
Color: (per page)	Actual Cost of Reproduction (2-45.5(b))
Blueprints:	Actual Cost of Reproduction (2-45.5(b))
Microfilm:	Actual Cost of Reproduction (2-45.5(b))
CD:	Actual Cost of Reproduction (2-45.5(b))
Photographs:	Actual Cost of Reproduction (2-45.5(b))
<u>Flash Drives:</u>	<u>Actual Cost of Reproduction (2-45.5(b))</u>
Voluminous Requests:	Amount permitted by Freedom of Information Act (2-45.5(b))

C. Board of Fire and Police Commissioners

1. Application for employment (entry level police officer and firefighter)	No fee (2-63(c))
----------------------------------------------------------------------------	------------------

ADVERTISING SIGN CODE (CHAPTER 3)

A. Sign Contractor's Registration	(3-3.2(b))
1. Contractor Registration Fee	\$100
2. Annual Renewal Fee	\$50

B. Sign Permit Fees

1. Fee Schedule Based on Estimated Value of Improvements:

<u>Estimate Cost of Improvement</u>	<u>Fee*</u>	
Less than \$1,000	\$15.00 plus \$0.26 per square foot of sign area-	(3-3.10(b))
Between \$1,000 and \$10,000	\$14.00 plus \$8.00 per thousand of estimated cost over \$1,000 plus \$0.26 per square foot of sign area-	(3-3.10(b))
Over \$10,000	\$87.00 plus \$5.00 per thousand of estimated cost over \$10,000 plus \$0.26 per square foot of sign area-	(3-3.10(b))

* The calculation of the permit fee for any sign shall be based on all faces with a message, except that for double faced sign the fee shall be based on the large face multiplied by 1.5

2. All portable temporary signs not exempted in the Code \$20.00 (3-3.10(c))

C. Non-electric Portable Signs \$20.00 (3-11.4(a))

D. License Fee (Distribution of handbills, samples, and advertisements) \$50.00 (3-24)

AIR POLLUTION (CHAPTER 4)

A. Inspection and Permit Fees (Fuel Burning Plants/Refuse Burning Equipment) No Fee (4-13)

B. Inspection and Permit Fees (Ventilation) No Fee (4-13)

ALCOHOLIC BEVERAGES (CHAPTER 6)

A. Annual License Fee for Each Class of Licenses-

1. For calendar year 2017 and 2018-	(6-7B(a)(2))
(a) CA, EA, RA, ST and TA Class Licenses:	\$2,100.00
(b) CB, EB, RB, ST and TB Class Licenses: —	\$700.00
(c) GPA and PA Class License:—	\$1,100.00
(1) Holder of a CA, EA, RA or TA Class License	\$0.00
(d) GPB and PB Class License:	\$800.00
(1) Holder of a CB, EB, RB or TB Class License	\$200.00
(2) Holder of a CA, EA, RA or TA Class License	\$0.00
(e) S Class License:	\$500.00
(1) Holder of a CA and CB Class License	\$0.00
(f) MA Class License:	\$1,100.00
(g) MB Class License	\$700.00

(h) PBP Class License:	\$1,000.00
2. For calendar year 2019 and 2020:	(6-7B(a)(3))
(a) CA, EA, RA, ST and TA Class Licenses:	\$2,400.00
(b) CB, EB, RB, ST and TB Class Licenses:	\$800.00
(c) GPA and PA Class License:	\$1,200.00
(1) Holder of a CA, EA, RA or TA Class License	—\$0.00
(d) GPB and PB Class License:	\$900.00
(1) Holder of a CB, EB, RB or TB Class License	\$225.00
(2) Holder of a CA, EA, RA or TA Class License	\$0.00
(e) S Class License:	—\$550.00
(1) Holder of a CA and CB Class License	\$0.00
(f) MA Class License:	\$1,200.00
(g) MB Class License	\$750.00
(h) PBP Class License:	\$1,100.00
3. For calendar year 2021 and thereafter	(6-7B(a)(4))
(a) CA, EA, RA, ST and TA Class Licenses:	\$2,700.00
(b) CB, EB, RB, ST and TB Class Licenses:	\$900.00
(c) GPA and PA Class License:	\$1,300.00
(1) Holder of a CA, EA, RA or TA Class License	\$0.00
(d) GPB and PB Class License:	\$1,000.00
(1) Holder of a CB, EB, RB or TB Class License	\$300.00
(2) Holder of a CA, EA, RA or TA Class License	\$0.00
(e) S Class License:	\$600.00
(1) Holder of a CA and CB Class License	\$0.00
(f) MA Class License:	\$1,300.00
(g) MB Class License	\$850.00
(h) PBP Class License:	\$1,200.00
4.2. LA, LB, SA and SB Class Licenses:	(6-7.B(b))
(a) First day License is in effect:	\$100.00

(b) Subsequent days ~~up to \$500.00~~ \$50.00
 (c) up to \$500.00 Total

~~5.3.~~ Annual License Fee for W Class License: \$75.00 (6-7.B(c))

~~6.4.~~ SPA and SPB Class Licenses (Per Season): \$500.00 (6-7.B(d))

B. Miscellaneous Alcoholic Beverage Fees:

- 1. Application Fee for Creation of New License
 (No Fee: LA, LB, SA, SB, W, SPA & SPB) \$400.00 (6-3)
- 2. ~~Lost License (Duplicate)~~ Printed License Fee: \$5.00 (6-9)

AMUSEMENTS (CHAPTER 7)

A. Motion Picture Theatres and Theatricals

- 1. Annual License Fee - Enclosed Theatres: \$1.00 per seat ~~per year~~ (7-3)
- 2. Annual License Fee - Drive in Theatres: \$250.00 (7-3)

B. Mechanical Music Devices

- 1. Annual Operator's License Fee: \$210.00 (7-35)
- 2. Annual License Fee for Each Machine: \$38.00 (7-36)

C. Automatic Amusement Devices

- 1. Annual Operator's License Fee: \$525.00 (7-55)
- 2. Annual License Fee for Each Machine: \$63.00 (7-56)

D. Bowling Alleys and Poolrooms

- 1. Annual License Fee - Billiard or Pool Tables: \$20.00 per every table (7-87)
- 1. Annual License Fee - Bagatelle Tables: \$20.00 per every table (7-87)
- 1. Annual License Fee -Nine or Ten Pin Alleys: \$26.25 per every alley (7-87)

E. Skating Rinks

- 1. Annual License Fee - Skating Rink: \$200.00 ~~per year or \$50.00 per quarter~~ (7-96)

F. Miniature Golf Courses

- 1. Annual License Fee - Outdoor Course: \$125.00 (7-99)
- 2. Annual License Fee - Indoor Course: \$350.00 (7-99)

G. Circuses and Carnivals

- 1. License Fee - ~~(Parade Load/Unload)~~: \$75.00 (7-103)

H. Shooting Galleries

- 1. Annual License Fee - Shooting Gallery: \$100.00 (7-106)

I. Dancing

- 1. Annual License Fee - Public Dance Hall \$420.00 with prorated fee during the fiscal year with charge of ¼ of total fee for each three (3) months until the succeeding December 31st. (7-110)

J. Video Gaming Licenses

- 1. Video Gaming License \$500.00 per video gaming terminal

ANIMALS AND FOULS (CHAPTER 8)

A. Impoundment

1. Reclamation of Impounded Animal \$50.00 (8-53(a)(1))

ANNEXATIONS (CHAPTER 8.5)

A. Annexation Requirements and Procedure

1. Filing Fee - Annexation Agreement \$1,000.00 in addition to the cost of Legal Notice publication (8.5-203(a))

2. Fees to be Paid as a Condition of Annexation

- (a) City Annexation Fee per Residential Lot: \$737.74* (8.5-205(a))
 (b) City Annexation Fee per Commercial Square Foot: \$0.06* (8.5-205(a))

*The fees set forth above are set at the dollar value for November (2018). The fees set forth above shall be automatically increased annually according to the consumer price index for all urban consumers (CPI-U) as established by the U.S. Department of Labor at the time such fees are paid. In the event of a dispute, the decision of the City Manager as to the proper price index (annually or monthly, seasonally adjusted or not adjusted) shall be final. (See also 17-19(b)).

AUCTIONS AND AUCTIONEERS (CHAPTER 9)

A. Auctioneers

1. Annual License Fee - Auctioneers \$50.00 (9-3)

BUILDING CODE (CHAPTER 10)

A. Building Board of Appeals

1. Application for Appeal \$50.00 (10-23~~(6)~~(b)(F)(2))

B. Schedule of Fees

1. Fee Schedule based on estimated value of improvements: (10-108~~109~~.7)

Table 1

Estimated Cost	<u>Fee</u>
\$0 - \$1,000	\$32.00 minimum
\$1,001- \$5,000	\$32.00 plus \$.86 per hundred or part thereof of the estimated cost over \$1,000 -- Maximum - \$75.00
\$5,001 - \$10,000	\$75.00 plus \$.58 per hundred or part thereof of the estimated cost over \$5,000 -- Maximum - \$104.00
\$10,001 - \$50,000	\$104.00 plus \$.47 per hundred or part thereof of the estimated cost over \$10,000 -- Maximum - \$292.00
\$50,001 - \$100,000	\$292.00 plus \$.39 per hundred or part thereof of the estimated cost over \$50,000 -- Maximum - \$487.00
\$100,001 - \$500,000	\$487.00 plus \$.31 per hundred or part thereof of the estimated cost over \$100,000 -- Maximum - \$1,727.00

\$500,001 - \$1,000,000	\$1,727.00 plus \$.29 per hundred or part thereof of the estimated cost over \$500,000 -- Maximum - \$3,177.00
\$1,000,001 - \$5,000,000	\$3,177.00 plus \$.25 per hundred or part thereof of the estimated cost over \$1,000,000 -- Maximum - \$13,177.00
\$5,000,001 - \$10,000,000	\$13,177.00 plus \$.22 per hundred or part thereof of the estimated cost over \$5,000,000 -- Maximum - \$24,177.00
\$10,000,001 - \$50,000,000	\$24,177.00 plus \$.17 per hundred or part thereof of the estimated cost over \$10,000,000 -- Maximum - \$92,177.00

2. Fee Schedule (New one-and two-family homes) (10-408109.7(d))
- (a) Finished Floor Area \$0.15 per gross square foot-
 - (b) Finished Basements \$0.15 per gross square foot-
 - (c) Unfinished Basements \$0.10 per gross square foot-
 - (d) Garages/Carports \$0.10 per gross square foot-
 - (e) Building Additions Shall be based on area or cost of work per the Building Permit Fee Schedule- (See Table 1 above)-
3. Fee Surcharge (10-408109.7(f))
- (a) Fee Surcharge (Construction without Permit) 100% of regular charge or Fifty Dollars (\$50.00), whichever is greater-
4. Review of Construction Documents/Plans (Other than one-and two-family dwellings) (10-408109.7(g))

Table 2

Estimated Costs	<u>New Work Installations, Replacement or Additional/Alteration</u>
\$500 or less	\$20.00 minimum
\$501 - \$1,000	\$30.00 minimum
\$1001 - \$20,000	\$30.00 plus \$2.40 per hundred or part thereof <u>of estimated cost over \$1,000</u>
\$20,001 - \$50,000	\$496.00 plus \$0.42 per hundred or part thereof <u>of estimated cost over \$20,000</u>
\$50,001 and over	\$612.00 plus \$0.24 per hundred or part thereof <u>of estimated cost over \$50,000</u>

- C. Moving Buildings See Fee Schedule Table 1 above, plus \$25.00 (10-408109.8)
- D. Demolition of Buildings See Fee Schedule Table 1 above- (10-408109.9)
- E. Sign Permits
- 1. Fee Schedule Based on Estimated Value of Improvements:

<u>Estimated Cost of Improvement</u>	<u>Fee*</u>	
Less than \$1,000	\$15.00 plus \$0.26 per square foot of sign area.	10-108.10(b))
Between \$1,000 and \$10,000	\$14.00 plus \$8.00 per thousand of estimated cost over \$1,000 plus \$0.26 per square foot of sign area.	10-108.10(b))
Over \$10,000	\$87.00 plus \$5.00 per thousand of estimated cost over \$10,000 plus \$0.26 per square foot of sign area.	10-108.10(b))

F. Mechanical Work (HVAC) and Fees

1. Fee Schedule based on estimated cost/value of improvements: (10-108109.11)

Table 3

<u>Estimated Costs</u>	<u>New Work Installations, Replacement or Additional/Alteration</u>
\$500 or less	\$20.00 minimum
\$501 - \$1,000	\$30.00 minimum
\$1001 - \$20,000	\$30.00 plus \$2.40 per hundred or part thereof
\$20,001 - \$50,000	\$496.00 plus \$0.42 per hundred or part thereof
\$50,001 and over	\$612.00 plus \$0.24 per hundred or part thereof

* Permits issued to the owner of owner occupied single-family residences shall be charged a permit fee based on the above schedule with a 50% surcharge

2. Commercial Kitchen Hoods Fire Suppression Hoods: (10-109.24)

~~(Permits issued to the owner of owner occupied single family residences shall be charged a permit fee based on the above schedule with a 50% surcharge. Commercial Kitchen Hood Fees shall be based on Table 3~~

G. Contractor Registration

1. Contractor Registration Fee: \$100.00 (10-108109.20.3(a))
2. Annual Renewal Fee: \$100.00 (10-108109.20.3(a))
3. Forfeited License: Annual Renewal Fee plus \$25.00 per month or portion of a month that delinquency has continued. (10-108109.20.3(b))
4. Renewal Late Fee \$50.00

H. Manufactured Home Park Fees

1. ~~Fire Protection System~~ Manufactured Home Permit Fees (10-108109.21))
- (a) Multi-Purpose Permit: (See Table 1 above)-
- (b) HVAC Permit: (See Table 3 above)-
- (c) Plumbing Permit: (See Plumbing Code Fee Chart - Chapter 34)-
- (d) Electrical Permit: (See Electricity Fee Schedules - Chapter 15)-
- (e) Manufactured Home Connection: \$75.00 includes Occupancy Certificate-
- (f) Manufactured Home Disconnect: \$75.00

I. Fire Protection Systems (Sprinklers) Permits and Fees	
1. Fire Protection System Fees	(10-108-109.23)
(a) System Riser or Standpipes;	\$125.00
(b) System Zones;	\$30.00 per zone after the first year
(c) System Heads;	\$1.20 per head
(d) Fire Pump;	\$75.00
(e) Alterations/Modifications;	(See Table 1 above)-
(f) 13D Fire Protection Systems;	\$125.00
J. Fee for Appeals Construction Trailers	(10-112-4109.22)
1. Petition Fee Tie Down Permit:	\$30.00
(a) Variance/Interpretation Petition	\$150.00
K. (b) Each Additional Petition Reinspection Fees	\$50.00 (10-109.17)
1. (c) Property Maintenance Code Variance Final Inspections:	\$50.00 15.00 per inspector or 50% of the permit fee, whichever is greater
(d) Property Maintenance Code Each Additional Variance	\$15.00

BUSINESS LICENSES AND REGULATIONS (CHAPTER 11)

A. Window Cleaning Business	
1. Annual License Fee - {One person engaged in business};	\$40.00 (11-3)
2. Annual License Fee - {Each other person engaged in business};	\$5.00 (11-3)
B. Coin Operated Dry Cleaning Equipment	
1. Annual License Fee;	\$10.00 per machine (11-11)
C. Asphaltic Concrete Plants	
1. Annual License Fee;	\$25.00 plus reimbursement costs- (11-23)
D. Business Registration	
1. Registration Fee;	\$50.00 (11-34)

TELECOMMUNICATIONS (CHAPTER 14)

A. Small Wireless Facilities Deployment	
1. Application Fees	
(a) Collocate Single Wireless Facility - {Existing utility pole/wireless support structure};	\$650.00 each (14-13(D)(1))
(b) Collocate more than one Single Wireless Facility - {Existing utility pole/wireless support structure};	\$350.00 each (14-13(D)(1))
(c) Collocate Single Wireless Facility - {New utility pole installation};	1,000.00 each (14-13(D)(2))

ELECTRICITY (CHAPTER 15)

A. Electrical Contractor	
1. Electrical Contractor License Fee	
(a) Annual License Fee;	\$100.00 (15-4)

- (b) Renewal Fee: \$100.00 (15-5)(15-6)
(c) Forfeited License: Annual Renewal Fee plus \$25.00 per month or portion of a month that delinquency continued-
- (d) Inactive License Status: \$100.00 (15-6)
(e) Reciprocal Registration Fee: \$100.00 (15-7.1)
2. Application for Certificate of License \$50.00 (15-5(c))
3. Limited License (Heating Contractor)
(a) Application for Limited License: \$50.00 (15-5(e))
(b) Annual Renewal - Limited License: \$50.00 (15-5(e))

B. Permit Fees

1. Permit Fee Schedule - Service Entrance or Feeder (15-19(a))

Service Entrance or Feeder	
0 to 100 amp	\$ 30.00
101 to 200 amp	\$ 60.00
201 to 400 amp	\$100.00
401 to 600 amp	\$150.00
601 to 800 amp	\$200.00
801 to 1000 amp	\$250.00
1001 to 1200 amp	\$300.00
Over 1200 amp	\$350.00

2. Permit Fee Schedule - Valuation

- (a) Fee Schedule (15-19(b))

Valuation	Fee
\$500.00 or less	\$30.00
\$501.00 to \$1,000.00	\$50.00
\$1,001.00 to \$10,000.00	\$50.00 plus \$1.75 per hundred or fraction thereof over \$1,000.00
\$10,001.00 to \$50,000.00	\$207.50 plus \$.55 per hundred or fraction thereof over \$10,000.00
Above \$50,001.00	\$427.50 plus \$.35 per hundred or fraction thereof over \$50,000.00

- (b) Owner Occupied - Single Family Residence (Owner as Contractor) 50% surcharge (15-19(b))
(c) Fee Surcharge (Construction without Permit) 100% surcharge or \$50.00, whichever is greater (15-19(eB))

- C. Annual Limited Permits \$50.00 (15-20(b))

- D. Electrical Commission (Variance/Interpretation)

1. Filing Fee -(Variance/Interpretation): \$150.00 (15-23(b))

A. Fees for Certain Services

Fee Schedule:

Charge for Returned Check: \$25.00 (16-38)

FIRE DEPARTMENT AND FIRE PREVENTION (CHAPTER 7)

A. Emergency Medical Services	(17-92(b))
1. Fee for Emergency Medical Services and Transportation	
(a) Basic Life Support Services:	\$652.38*
(b) Advanced Life Support:	\$782.87*
(c) Advanced Life Support 2:	\$878.12*
(d) Mileage:	\$15.66 per Mile*
(e) Medical Treatment with No Transport:	\$195.71*
(f) Oxygen:	\$19.00*

*The charges for the foregoing services shall be adjusted on January 1 of every year by multiplying the then current fee by 1.03 and the product shall be the new fee for such service.

2. Failure to Pay \$25.00 plus accruing interest (17-92(d))

B. Supplemental Fire Department Fees

1. Fire Department Fees

(a) Standby EMS Chase Event:	\$125.00 per hour billed to the nearest ¼ hour w/ 2 hr. minimum \$250.00-
(b) Standby Medic Event:	\$250.00 per hour billed to the nearest ¼ hour w/ 2 hr. minimum \$500.00
(c) Standby College Sporting Event:	\$350.00 Flat rate up to 4 hrs.
(d) Standby Additional College Hours:	\$250.00 per additional hour billed to the nearest ¼ hr.
(e) Standby High School Sporting Event:	\$220.00 Flat rate up to 4 hrs.
(f) Standby Additional High School Hours:	\$121.00 per additional hour billed to the nearest ¼ hr.

2. False Alarm Service Policy

(a) False Alarm - First three in calendar year:	No Fee
(b) False Alarm - Fourth and Fifth in calendar year:	\$75.00 per each-
(c) False Alarm - Sixth and Seventh in calendar year:	\$100.00 per each-
(d) False Alarm - Eighth and Ninth in calendar year:	\$200.00 per each-
(f) (e) False Alarm - Tenth and every succeeding false alarm:	\$300.00 per each-
(g) (f) False Alarm without Permit/Certificate of Acceptance:	\$400.00 per each-

HEALTH AND SANITATION (CHAPTER 22)

A. Construction and Operation of Swimming Pools	(22-81)
1. Permit Fees - Private Pool:	\$10.00

2. Permit Fees - Public Pool:	\$90.00
B. Septic Tanks	(22-88)
1. Permit Fees - Septic Tank, Privy, Sink Drain, or Cesspool:	No Fee
C. Massage Establishments and Massage Services	
1. Filing of Application and Fee - Massage Establishment	\$25 per quarter year (22-155)
2. Filing of Application and Fee - Masseur or Masseuse	
(a) Original Application Fee	\$25.00 (22-159)
(b) Renewal Fee	\$10.00 (22-183(b))
D. C. Rooming Houses	
1. Application and Annual License Fee:	\$210.00 (22-182)
2. Re-inspection Fee:	\$53.00 (22-183(b))

JUNK DEALER (CHAPTER 22.5)

A. Junk Dealers (<u>Junkyard</u>):	(22.5-2)
1. Annual License Fee:	\$100.00 License Fee shall be pro-rated so as to require a fee or each quarter year or part thereof-

LAND SUBDIVISIONS AND PLANNED UNIT DEVELOPMENT CODE (CHAPTER 24)

A. Submission and Review Procedures	
1. Preliminary Subdivision Plan	
(a) Filing Fee (Preliminary Subdivision Plan):	\$300.00 plus \$20.00 per lot (24-3.2.2)
2. Plan Review and Inspection Fee:	Actual cost incurred by City* (24-3.4.3)
3. Final Plat	
(a) Filing Fee (Expedited Subdivision Plat):	\$300.00 plus \$20.00 per lot (24-3.5.6(b)(4))
B. Erosion and Sediment Control	
1. Erosion and Sediment Control Permit	
(a) Subdivisions with Public Improvements:	Fee included with 24-3.4.3- (24-6.3.4(a))
(b) Sites less than one (1) acre:	\$65.00 (24-6.3.4(b))
(c) Sites greater than one (1) acres, but less than or equal to fifty (50) acres-:	\$65 for first acre plus \$30.00 per acre for each additional acre or part thereof up to 50 acres total- (24-6.3.4(c))
(d) Sites greater than one (1) acres, but less than or equal to fifty (50) acres-:	\$65 for first acre plus \$30.00 per acre up to fifty (50) acres, plus \$5.00 for each acre or part

thereof over 50
acres total (24-
6.3.4(d))

*2% of estimated construction costs of public improvements shall be due prior to plan approval. The balance of actual costs incurred by the City shall be due prior to acceptance of the public improvements and upon the presentation of a statement from the City itemizing the time and costs of the City for the plan review and inspection.

LICENSES (CHAPTER 26)

A. Fees

1. ~~Lost Licenses (Duplicate)~~ Printed License Fee: \$5.00 (26-9)

B. Parole Group Homes

1. ~~Application and License~~ Annual License Fee: \$100.00 (26-22)
2. Investigations - Terms of License: \$100.00 (26-73)

MOTOR VEHICLES AND TRAFFIC (CHAPTER 29)

A. Parking Permits

1. Parking Permit Fees (Contractor, Utility Company, or Other Agency)
(a) Parking Permit Fees (Daily): \$5.00 per day- (29-130(a))
(b) Parking Permit Fees (Monthly): \$50.00 per month--(29-130(a))
(c) Replacement Fee (Lost, Stolen, or Misplaced): \$25.00 (29-130(d))
(d) Auto Release Fees: \$50.00 (29-130(g))

B. City Parking System

Fees Lots and Garages

(a) Abraham Lincoln Memorial Parking Garages (29-180(b)(1))
\$1.00
\$10.00
\$50.00
(b) Association of Commerce Parking Garage (29-180(b)(2))
\$1.00
\$10.00
\$50.00
(c) Major Butler Parking Lot (29-180(b)(3))
\$50.00
(d) Arena Parking Garage (29-180(b)(4))
\$1.00
\$10.00
\$50.00
(e) All other City owned parking facilities (29-180(b)(3))
\$50.00

C. Vehicle Seizure and Impoundment

1. Release Fee - Towed Vehicles
(a) Release Fee: \$10.00 (29-195(3))

(b) Release Fee (Second Vehicle Towed for Violation of Section 29-194A): \$100.00 increasing \$100.00 per each vehicle towed up to and not to exceed \$1,000.00- (29-195(4))

(b)(c) Release Fee (Second Vehicle Towed for Violation of Section 29-193): \$100.00 increasing \$100.00 per each vehicle towed up to and not to exceed \$1,000.00- (29-195(5))

D. Vehicle Relocator License

1. Annual License Fee: \$25.00 (29-228(a))

E. Overweight Permit Movements on City Streets

1. Fees for Load Exceeding Maximum Practical Weights: Specified in Tables 1 and 2 (29-285)

Table 1. Single Trip Movement Overweight Load Fees for Standard Loads-

Category	f	g	h	i	j	k	l	m	n	o	p
Total Axles	6 or more	6 or more	6 or more	6 or more	5	5	4 or more	4 or more	3 or more	3 or more	2
Gross Weight (Max)	88,000	100,000	110,000	120,000	88,000	100,000	72,000	76,000	60,000	68,000	48,000
Front tandem or axle (max)/axles	34,000/ 2	44,000/ 2	44,000/ 2	48,000/ 2	44,000/ 2	48,000/ 2	34,000 / 2	44,000 / 2	21,000 / 1	21,000/ 1	25,000 / 1
Rear tandem or axle (max)/axles	48,000/ 3	54,000/ 3	54,000/ 3	60,000/ 3	44,000/ 2	48,000/ 2	40,000 / 2	44,000 / 2	40,000 / 2	48,000/ 2	
Fee	\$50.00	\$55.00	\$60.00	\$70.00	\$55.00	\$70.00	\$55.00	\$70.00	\$55.00	\$60.00	\$55.00

Table 2. Single Trip Movement Overweight Load Fees for Loads Exceeding Maximum Practical Weights-

Gross Weight	Total Axles	No Axle Exceeds	Fee
120,001 – 129,999	7 or more	25,000	\$180.00
130,000 – 139,999	7 or more	25,000	\$190.00
140,000 or more	8 or more	25,000	\$200.00

*Fees for Round Trip Movements will be calculated at 1.5 times the Single Trip Movement fees listed in Table 1 and 2-

2. Extended Term Permits (3 month extended term permits): \$250.00 (29-289(a))

3. Supplement Permit Fees: \$15.00 (29-287)

F. Engineering Inspections and Investigations

1. Engineering Inspections and Investigations Fees (Normal) (29-289(a))

- (a) Bridge Structural Analysis: \$60.00 per hour plus computer costs-
- (b) Pavement Structural Analysis: \$60.00 per hour-
- (c) Field Investigation of Movement Feasibility: \$60.00 per hour-
- (d) Accompanying the Move: \$60.00 per hour-
- (e) Interim or final inspection for damages: \$60.00 per hour-

2. Engineering Inspections and Investigations Fees (Unusually Large Movements) (29-289(b))

- (a) Bridge Structural Analysis: \$60.00 per hour-
- (b) Pavement Structural Analysis: \$60.00 per hour-
- (c) Field Investigation of Movement Feasibility: \$60.00 per hour for each Employee-
- (d) Accompanying the Move: \$60.00 per hour for each Employee-
- (e) Interim or final inspection for damages: \$60.00 per hour for each Employee-

NURSING SHELTER CARE HOMES, HOMES FOR AGED,
NURSERIES AND CONVALESCENT HOMES (CHAPTER 30)

A. Nursing Homes, Sheltered Care Homes, Home for Aged

1. ~~Application and Annual~~ License Fee: \$40.00 (30-8)

B. Nursery or Convalescent Home

1. ~~Application and Annual~~ License Fee: \$40.00 (30-29)
SEE ALSO APPLICATION (30-30)

PARKS AND CEMETERIES (CHAPTER 31)

A. City Sexton

Fee Schedule:

- For each grave for interment of person under ten (10) years of age: \$50.00 (3101310)
- For each grave for internment of person over ten (10) years of age: \$60.00 (31-1310)
- For each exhumation of a person: \$80.00 (31-1310)
- For other services performed: Materials and labor, plus 25% to cover overhead (31-1310)

PAWN BROKERS AND SECONDHAND DEALERS (CHAPTER 32)

A. Pawnbrokers

1. Annual License Fee: \$500.00 (32-4)

B. Secondhand Dealers

1. ~~Application and Annual~~ License Fee: \$100.00 (32-15)

SOLICITORS (CHAPTER 33)

A. Solicitors

1. Solicitor's Registration (per individual): \$10.00 (33-4)

PLUMBING CODE (CHAPTER 34)

A. Contractor Registration

1. Plumbing Contractor License Fee

(a) Annual License Fee:_____

No Fee (34-5)

(b) Renewal Late Fee:_____

No Fee (34-5)

B. General Rules and Regulations

1. Lawn Sprinkler Application (Lawn Sprinkler Contractors):_____

\$30.00 per system (34-24.1)

C. Regulations on Cross Connections Control

1. Cross Connection Control Devices (Back Flow Prevention Devices) Fees

(a) Survey Filing Fees (Biennial):_____

\$60.00 (34-55(a))

(b) Inspection:_____

\$60.00 per hour (34-55(b))

(c) Annual Certification of Cross Connection Control Device (Block Flow Device):_____ \$40.00 (34-55(c))

D. Fees

1. Minimum Permit Fee:_____

\$30.00 (34-117(a))

2. Fee Chart:_____

(34)117(a))

Aspirators		\$15.00
Backwater valve		\$15.00
Bathtub with or without shower		\$15.00
Bidets		\$15.00
Cuspidors		\$15.00
Dishwashers:	Residential	\$15.00
	Commercial	\$15.00
Disposals:	Garbage	\$15.00
Drains:	Floor Drain	\$15.00
	Roof Drain	\$15.00
	Carwash or Repair Garage	\$15.00
	Trench drain	\$15.00
	Open Site Drain	\$15.00
	Parking Lot Drain	\$15.00
Fountains:	Drinking Fountain	\$15.00
	Water Fountain	\$15.00
Grease Interceptor		\$30.00
Oil Interceptors		\$30.00
Lawn Sprinkler:	Each Sprinkler head	\$1.00
Irrigation System		\$30.00
Lavatory/Hand Sink		\$15.00
Medical Equipment:	Instruments, utensils, etc	\$15.00
	Sinks	\$15.00
	Emergency showers	\$15.00
Pools:	Spas	\$15.00
	Whirlpools	\$15.00

	Private Pools	\$30.00
Pumps:	Water pressure built-in	\$30.00
	Sewage injection pump	\$30.00
	Circulating pump	\$15.00
Water/Sewer:	Water Service	\$30.00
	Sanitary Sewer Service	\$30.00
	Storm Sewer connection	\$30.00
Shower:	Stall or compartment	\$15.00
Sinks:	Kitchen sink	\$15.00
	3 compartment sink	\$20.00
	Laundry (tub) Sink	\$15.00
	Service (Mop) Sink	\$15.00
	Bar sink	\$15.00
	Surgeon, Pantry, Bedpan.	\$15.00
Softener:	Water Softener/Filtration	\$30.00
Sprinkler System:	Service connection	\$30.00
	Backflow preventer	\$30.00
Tanks:	Water Supply	\$30.00
	Pressure tanks	\$30.00
Traps, standpipes, etc.		\$15.00
Urinals:	Wall or Floor type	\$15.00
Waterclosets:	Floor or wall mounted	\$15.00
Water Heaters:	Domestic or residential	\$30.00
	Commercial	\$30.00
	Replacement with piping	\$30.00
Washer:	Clothes	\$15.00
	Garbage can	\$15.00

3. Pipe Replacement Fee: (See Building Code Table 1 Fee Schedule - Chapter 10)- (34-117(b))
4. Minor Repairs: \$30.00 (34-117(c))
5. Pipe Work: (See Building Code Table 1 Fee Schedule - Chapter 10)- (34-117(d))
6. Owner Occupied - Single Family Residence (Owner as Contractor): 50% surcharge (34-117(e))
7. Fee Surcharge (Construction without Permit): 100% surcharge, but not less than %50.00 (34-117(f))
8. Re-Inspection Fee: \$50.00 (34-117(g))

POLICE DEPARTMENT (CHAPTER 35)

A. Fees for Certain Services

1. Fingerprint Requests: \$20.00 per fingerprint card (35-30)
2. Traffic Accident Reports
 - (a) Standard Traffic Accident Reports: \$5.00 (35-31)
 - (b) Investigated Traffic Accident Reports: \$20.00 (35-31)

B. Supplemental Police Department Fees (35-31.5)

1. Police Department Service Fees
 - (a) Subpoena Duces Tecum Fees: \$25.00
2. Sex Offender Registration
 - (a) Violent Offender Against Youth: \$20.00 for initial registration and \$10.00 thereafter-
3. Towing Violations
 - (a) Impound Fee: \$400.00
 - (b) Tow Release Fee: \$10.00
4. False Alarm Service Policy
 - (a) False Alarm - First four in calendar year: No Fee
 - (b) False Alarm - Fifth in calendar year: \$250.00 per each-
 - (c) False Alarm - Sixth and every succeeding false alarm: \$50.00 per each-

SCAVENGERS (CHAPTER 36)

- A. Day Scavengers
 1. Annual License Fee: \$25.00 (36-3)
- B. Night Scavengers
 1. ~~Application and~~ Annual License Fee: \$25.00 (36-8)

SEXUALLY ORIENTED ENTERTAINMENT BUSINESSES (CHAPTER 37.5)

- A. Sexually Oriented Entertainment Business
 1. Administrative Processing Fee: \$250.00 (37.5-6.7(B))
 2. Annual License Renewal Fee: \$250.00 (37.5.6.7(B))

STREETS, SIDEWALKS AND OTHER PUBLIC WAYS (CHAPTER 38)

- A. General Regulations
 1. Loud-speakers or Radio Broadcasting Equipment Permit: \$2.00 (38-18)
- B. Sidewalks
 1. Public Sidewalk Construction Permit: \$40.00 (38-47(b))
 2. Public Sidewalk Construction Permit (Construction Prior to Permit Issuance) \$70.00 (38-47(b))
 3. Street Closure Permit (Permission to Restrict City Streets): No Fee (38-63)
- C. Obstruction and Encroachments
 1. Street Closure Permit (Obstruct Sidewalk, Parkway, and/or Parking Lane) (38-78(a)(2))
 - (a) Street Closure Permit (Up to 2 weeks) \$40.00
 - (b) Street Closure Permit (More than weeks, but less than one month) \$70.00
 2. Street Closure Permit (Obstruct Traffic Lane) (38-78(b)(2))
 - (a) Street Closure Permit \$10.00 per day-
 - (b) Street Closure Permit (Obstruction Prior to Permit Issuance) \$20.00 per day-
 3. Mailbox Policy
 - (a) Mailbox Permit No Fee (38-83.1)
 - (b) Damage Reimbursement Cap \$150.00 (38-83.5)

D. Excavations	
1. Excavation/Utility Permits	(38-87(b))
(a) Excavation Permit (No cut of curbing or pavement)	\$40.00
(b) Excavation Permit (with cut of curbing or pavement)	\$40.00 plus deposit-- Deposit of \$100 for water main and \$200 for sewer main for each permit requiring cut in street curbing or pavement-
(c) Excavation Permit (Excavation Prior to Permit Issuance)	\$80.00
E. Driveways	
1. Permits for Driveways Approaches (Curb Cuts)	(38-123(c))
(a) Driveways Approach Permit	\$40.00
(b) Driveway Approach Permit (Construction Prior to Permit Issuance)	\$80.00
E.F. House_movers	
1. Annual License Fee;	\$75.00 (38-139)
F.G. Soliciting Funds on Sidewalks and Public Ways	
1. Soliciting Permit Fee;	No Fee (38-61)
G.H. Sales from Vehicles, Carts, Etc. (Street Vendors)	
1. License Required	
(a) Annual Fee (Locations in the Downtown Business Districts);	\$250.00 (38-166.2(d)(1))
(b) Annual Fee (Locations outside the Downtown Business Districts);	\$250.00 (38-166.2(d)(2))
(c) Non-Annual Fee (All locations)	
(1) Less than one week-;	\$20.00 per day- (38-166.2(d)(3))
(2) One week-;	\$100.00 per week- (38-166.2(d)(3))
H.I. Sidewalk Café	
1. Annual Permit Fee;	\$100.00- (38-166.167.2)

TAXI CABS (CHAPTER 40)

A. Certificate of Public Convenience	
1. Application for Certificate;	\$100.00 (40-202)
2. Investigation	
(a) Applicant Background Investigation;	\$10.00 each person- (40-203)
(b) Fingerprinting Report;	\$20.00 (40-203)
3. License Fee	
(a) Annual License Fee - First taxicab or downtown shuttle;	\$200.00 (40-207(a))
(b) Annual License Fee - Each additional vehicle;	\$50.00 (40-207(a))
B. License Plates	
1. Replacement of Certificate of Plate;	\$5.00 (40-303)
C. Drivers Permit	
1. Application Fee;	\$25.00 (40-402)
2. Replacement of Permit or Identification Card;	\$10.00 (40-407)
D. Downtown Shuttles	

1. Safety Certificate: \$10.00 (40-1005(a))

E. Transportation Network Providers

1. Application Fee: \$1400.00 (40-1204(a))

2. Annual License Fee: \$3,000.00 (40-1204(a))

TOBACCO (CHAPTER 41)

A. Licensing the Sale of Tobacco

1. Annual License Fee: \$2550.00 (41-4)

MOBILE HOME PARKS & HOUSE-CAR TRAILERS (CHAPTER 43)

A. Manufactured Home Park Licenses

1. Licenses

(a) Application Fee: \$400.00 (43-3.4)

(b) Annual License Fee: \$1200.00, plus \$5.00 per each lot- (43-3.4)

(b)(c) License Transfer: \$100.00 (43-3.3)

ZONING (CHAPTER 44)

A. General Provisions

1. Accessory Buildings and Uses

(a) Temporary Sales; ~~Mobile Food Vending Operators Filing Fee~~ (44-4.4(F)(2)(c)(14)9)

\$50.00 filing fee per location or annual fee of \$250.00 per month or portion of a month that delinquency has continued- (15-69-7)

B. Schedule of Fees (44-13-617)

1. Text or Zoning Map Amendments: \$125.00 ~~\$325.00~~

2. Special Uses Permits: \$125.00 (plus recording fee of \$21.00) ~~\$300.00~~ \$325.00

3. Planned Unit Developments: See Ch. 24, Division 3

4. Legislative Site Plan Reviews: \$125.00 ~~\$325.00~~

5. Appeals: \$125.00 ~~\$325.00~~

6. Zoning Verification Letter: \$15.00

7. Variation or Interpretation: \$325.00

*In addition to the filing fee cited hereinabove, the applicant shall be responsible for paying the City for the cost of any recording fees that result from City Council action on the subject case. ~~publishing any public notice of any public hearing on any zoning map amendment or special use application filed with the City by such applicant.~~

Any petition for a variation or interpretation of this Code from the Board of Zoning Appeals shall be accompanied by a fee of One Hundred Fifty Dollars (\$125.00). Each extra petition in a multiple petition shall be charged a fee of Fifty Dollars (\$25.00).

PROPERTY MAINTENANCE CODE (CHAPTER 45)

A. Property Maintenance Inspection

1. Fees

- (a) Re-Inspection Fee: \$25.00 (45-103.5(a))
- (b) Inspection Fee for Code Compliance (Per Instructor): \$10.00 (45-103.5(a))

B. Rental Property Inspection

1. Fees

(45-900.13(a))

- (a) Annual Registration Fee (Per Building or, if more than one rented condominium unit with building, then \$65 per rented unit): \$65.00
- (b) Additional Registration Fee (Per Unit in Building with 3 or more units): \$5.00
- (c) Missed Inspection Fee (Per Building or condominium): \$75.00
- (d) Second Re-Inspection Appointment Fee: \$100.00
- (e) Late fees on billing statements: 10% interest per month on outstanding balance-

C. Neighborhood Preservation

1. Fees

(45-1100.5(a))

- (a) Derelict Building Registration Fee (Initial Term): \$30.00
- (b) Annual Renewal Registration: \$100.00

(Ordinance No. 2019-19)



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Contract for the Machinist Lodge 1000, as requested by the Human Resources Department and the Public Works Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: On March 10, 2023, the Machinist Lodge 1000, representing the Public Works' Water Division employees, and City Staff began negotiating the terms of a collective bargaining agreement to replace the agreement that expires on April 30, 2023. The [expiring agreement](#) can be located on the City website under Human Resources in a folder titled *Labor Contracts*. After several meetings, the parties agreed to the terms of the new contract, and a Tentative Agreement was reached on March 31, 2023. Highlights from the Tentative Agreement include:

Wages/Term:

- The parties agreed to a three-year contract term. Employees will receive an across-the-board increase each year of the contract in the amount of 3.5% for the first year (FY 2024), 3% for the second year (FY 2025), and 2.75% for the third year (FY 2026).
- The parties agreed to increase Illinois Environmental Protection Agency licenses from \$.10 per hour to \$.50 per hour.
- The parties agreed to increase the International Municipal Signal Association certifications from \$.10 per hour to \$.20 per hour.
- The parties agreed to increase shift differential from \$.70 per hour to \$.75 per hour.

Leave:

- Modified the Sick Leave language to remove reference to parent. The use of sick leave for a parent will now be covered under the handbook in compliance with the Illinois Sick Leave Act.
- Increased the Injury Leave Days from 45 to 65 days. Changed the supplemental to make the whole provision to an amount equal to 2 hours of pay.

General Provisions:

- Addition of on-call provision for Electricians. Employees will receive 3.5 hours of overtime for being on-call each week. This will be in addition to any overtime earned.
- Requirement for Illinois Environmental Protection Agency Class D license for new Lake Facilities Crewleader and Water Maintenance Crewleaders.

- Requirement for Illinois Environmental Protection Agency Class C license for new Mechanic Crewleaders.
- Requirement for Illinois Applicators' License for Pump Station Maintenance Relief position.
- Requirement for Drivers License for the Water Plant Operator/Relief position.
- Requirement for all Chief Electricians to hold a Master Level Electrician Certification. Upon passing, the employee's wage will be increased by \$3.00 per hour.
- Requirement for all Electricians to hold a Maintenance Level Electrician Certification. Upon passing, the employee's wage will be increased by \$2.00 per hour. If the Electrician takes the Master Level Electrician's Certification, they will receive a \$750 bonus in addition to the pay increase.
- The parties agreed to modify the date for longevity to be a lump sum from May 1, 2019, to May 1, 2023.
- Agreed to allow employees required to work their normal schedule to bank their holiday time for 180 calendar days.
- Modified the Promotions and Job Vacancies language to memorialize job descriptions will be used to evaluate and assess a person's likelihood to be successful in the job.
- Modified Drug and Alcohol limit for determination of being under the influence from .08 to .04.
- Modified Drug and Alcohol Post Accident Testing to be consistent with the City Handbook and eliminated post injury testing.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The financial impact of the across-the-board increase is estimated to increase by \$96,772 in FY 2024, \$85,851 in FY 2025, \$81,057 in FY 2026.

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: Angie Brown, Assistant Human Resources Manager



REGULAR AGENDA ITEM NO. 8.B.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving 202 West Market Street as the Location for Connect Transit's New Downtown Transfer Station , as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: Connect Transit has received federal funding to assist with the construction of a bus transfer station in Downtown Bloomington. The City and Connect Transit have determined that the Market Street Parking Garage, located at 202 West Market Street, is the best location for the development of the new downtown transfer station. The Market Street Parking Garage currently located at this site has reached its useful life and repairs have proven costly in recent years. By having the property redeveloped, the City will have the option to include and add parking to meet the various needs of Downtown Bloomington.

While additional agreements, with more details and commitments, will come forward in the future, the first step in starting this project is for the City Council to approve a resolution endorsing the proposed site location (i.e., 202 West Market Street). If approved, the City Council will consider at a future meeting an intergovernmental agreement with Connect Transit setting up the framework for how the project will move forward, including each party's responsibilities and obligations.

At this point, City staff are still evaluating whether the proposed site location should be made available via a direct sale to Connect Transit or through a long-term lease. A final decision on this, as well as the specific terms, will be decided by the City Council in the future.

Although many sites were reviewed, as a result of its central location and the ability to correct and address parking issues in this area of Downtown Bloomington, City staff believes that partnering with Connect Transit and redeveloping this property meets several City objectives.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: While the proposed resolution endorses 202 West Market as the City

Council's favored site for the proposed new downtown transfer station, it does not contractually obligate the City at this time to either sell or lease the property to Connect Transit. As a result, there is no direct financial impact associated with adoption of the resolution.

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: Billy Tyus, Deputy City Manager

ATTACHMENTS:
[ADM 6B Resolution](#)

RESOLUTION NO. 2023 - _____

A RESOLUTION APPROVING 202 WEST MARKET STREET AS THE LOCATION FOR
CONNECT TRANSIT'S NEW DOWNTOWN TRANSFER STATION

WHEREAS, the City of Bloomington (hereinafter "City") is a home rule unit of local government, empowered under Article VII, Section 6 of the Constitution of the State of Illinois to legislate in matters pertaining to its own government and affairs; and

WHEREAS, the Bloomington Normal Public Transit System (hereinafter "Connect Transit") desires to construct a new transfer station in the City's downtown area; and

WHEREAS, the City and Connect Transit have determined that the Market Street Parking Garage, located at 202 West Market Street, is the best location for the development of the new downtown transfer station; and

WHEREAS, the Market Street Garage has reached the end of its useful life and has proven costly to repair and maintain; and

WHEREAS, redevelopment of the property as a transfer station will also allow for the construction of additional parking that will meet the City's long-term downtown parking needs and eliminate the need for substantial long-term maintenance costs for the current parking garage; and

WHEREAS, the City Council finds it in the best interest of the City to work with Connect Transit to have the property at 202 West Market Street redeveloped into a new downtown transfer station with associated parking.

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

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

Section 2. The City Council hereby approves and endorses the site selection of 202 West Market Street as the location for redevelopment of a bus transfer station by Connect Transit subject to approval of necessary agreements to be negotiated between the parties and approved by the City Council.

Section 3. Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

Section 4. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 24th day of April 2023.

APPROVED this ____ day of April 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



REGULAR AGENDA ITEM NO. 8.C.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration for Approval of Americans with Disabilities (ADA) Transition Plan, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed ADA Transition Plan be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: Title II of the Americans With Disabilities Act ("ADA") requires the City of Bloomington to provide disabled individuals with equal access to all programs, activities, and services provided to the public to include equal access to all City facilities and public rights-of-way, ramps and sidewalks, parks, playgrounds, and swimming pools. Title II requires cities to complete a Transition Plan which provides an audit of City facilities to ensure compliance. Over the last several months, staff has continued to work to complete this review through a very thorough process and the ensuing plan is presented through a new easier-to-use web portal allowing persons to find results of each facility review and submit complaints. The ADA Transition Plan and the new ADA Portal can be found at: www.bloomingtonil.gov/ada.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Online accessibility survey, public meeting at the Government Center on March 4, 2022, Public meeting at LifeCil on April 28, 2022, Public meeting at MarcFirst on September 1, 2022, Current DRAFT Coordinated with LifeCil and staff/LifeCill will meet monthly.

FINANCIAL IMPACT: Cost for improvements are included in the annual budgeting process.

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 HL-3. Ensure a healthy environment and accessibility of parks and open spaces; Objective HL-3.1. Eliminate barriers that discourage people from walking and biking to parks and recreational facilities; HL-3.1. Ensure accessibility of parks, open spaces and other recreational facilities to all residents; CWB-2 Create a lifelong community that meets the needs of residents of all ages and abilities; Objective CWB-2.1. Promote the welfare of older adults and persons with disabilities to foster maximum independence so they can continue to be an integral part of

the community; Goal CF-2. Provide public services in a fiscally, socially and environmentally responsible manner; and Objective CF-2.3. Ensure universal access to facilities that are open to the public.

Respectfully submitted for consideration.

Prepared by: Michael Hurt, Chief Diversity and Inclusion Officer



REGULAR AGENDA ITEM NO. 8.D.

FOR COUNCIL: April 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending Chapters 16 of the City Code Implementing New Equal Opportunity Initiatives and Goals for City Contracts and Amending Chapter 22.2 Regarding Equal Employment, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

BACKGROUND: The implementation of a Diversity Procurement Initiative at the City will ensure non-discrimination in the award and administration of City contracts. It will promote the use of Minority Business Enterprises ("MBE"), Women-Owned Business Enterprises ("WBE") and Disadvantaged Business Owners ("DBE") on City projects of \$50,000 or more. The Initiative will also provide employment opportunities for female and minority workers.

If approved, the Initiative will require:

- A good faith effort be made to have 8% of the total contract amount be awarded to MBEs, DBEs, and/or WBEs if subcontracting opportunities are made available. The 8% can be able to be a blend of the businesses involved.
- 10% of the total hours worked should be performed by minority workers and 2% by female workers or a blend thereof inclusive of all the workers utilized by the contractor and subcontractor.

A company can meet the goals by reaching the percentage standards or showing written evidence that they made a good faith effort to do so if they indicate that the goals cannot be met. Good faith efforts include but are not limited to:

- Showing written evidence of having reached to companies, giving adequate info about the project and time to reply. Giving reason that contact MBE, DBE, WBE not hired if this is the case.
- Packaging requirements into a size that might be more manageable for what could be smaller firms.
- Working with community organizations, contractor groups, business offices, etc. for recruiting help.
- Attending City sponsored/other networking events.

The City will maintain an MBE/DBE/WBE database and the State of Illinois does also and we will work with companies to meet established goals. Companies can be found to be non-responsive if they fail to comply with requirements.

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 ED-2. Foster a culture of entrepreneurship; Objective ED-2.1. Promote access to resources, funding and information; Goal ED-3. Build and maintain a skilled and employable workforce to meet the needs of the current businesses; and Objective ED 3.1. Workforce availability and retention.

Respectfully submitted for consideration.

Prepared by: Michael Hurt, Chief Diversity and Inclusion Officer

ATTACHMENTS:

[ADM 7B Ordinance](#)

ORDINANCE 2023 - ____

AN ORDINANCE AMENDING CHAPTER 16 OF THE CITY CODE IMPLEMENTING NEW EQUAL OPPORTUNITY INITIATIVES AND GOALS FOR CITY CONTRACTS AND AMENDING CHAPTER 22.2 REGARDING EQUAL EMPLOYMENT

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

WHEREAS, the City of Bloomington recognizes that there is strength in diversity and strives for inclusivity; and

WHEREAS, it is the responsibility of the City of Bloomington to ensure that all of the contracting entities in its employ adhere to the non-discrimination policy set forth in Chapter 22.2 of the Bloomington City Code; and

WHEREAS, the City of Bloomington recognizes the benefit to the community to set aspirational goals for the inclusivity of disadvantaged business enterprises in the community and to ensure that those individuals who contract to do business with the City make good faith efforts to work toward said goals; and

WHEREAS, the City is in need of an increased contract base and workforce and encouraging diversity can help achieve that interest; and

WHEREAS, setting aspirational goals and utilizing good faith efforts will not only help provide equal opportunities within the community, but will also help encourage new businesses and help meet the goal and interest of obtaining competitive prices; and

WHEREAS, it is in the best interests of the City to develop a procurement program that strengthens diversity and inclusivity, and provides access to more subcontractors and employees.

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

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

SECTION 2. That Article IV of Chapter 16 of the Bloomington City Code, 1960, as amended, shall be amended by adding a new Section 16-414 as set forth on Exhibit A attached hereto.

SECTION 3. That Chapter 22.2, Section 22.2-112(A), of the Bloomington City Code, 1960, as amended, shall be deleted in its entirety, and replaced as follows:

- A. All private vendors doing business with the City shall be requested to submit a written commitment to provide equal employment opportunity in recruiting, training, and utilizing workers and to require all subcontractors to provide equal employment opportunity in recruiting, training, and utilizing workers. If a private vendor has an individual contract or agreement in excess of \$50,000.00, a formal commitment must be submitted to the City demonstrating the private business' commitment to provide

equal employment opportunity in recruiting, training, and utilizing workers and to require all subcontractors to provide equal employment opportunity in recruiting, training, and utilizing workers. In lieu of a separate submission by a vendor, the City may accept and/or keep on file a copy of the vendor's current equivalent equal employment opportunity statement, policy, or commitment.

SECTION 4. That Chapter 22.2, Section 22.2-112(D), of the Bloomington City Code, 1960, as amended, shall be deleted in its entirety, and replaced as follows:

D. In the event that any contractor, vendor, or financial institution contracting with the City of Bloomington fails to comply with the Equal Employment Opportunity and/or Contract Compliance provisions of this chapter, the City Manager upon recommendation of City staff and/or the Human Relations Commission, shall direct City staff to first work with said contractor, vendor, or financial institution to cure the failure to comply. If, after assistance from City staff and ten (10) days opportunity to cure, said contractor, vendor, or financial institution has not made good faith efforts to cure or comply, the City may find the contractor, vendor, or financial institution in breach of the underlying agreement with the City.

SECTION 5. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 6. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 7. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 8. This Ordinance shall be effective on September 1, 2023, which is more than 10 days after its passage and after the date of its publication as required by law.

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

PASSED this 24th day of April 2023.

APPROVED this ____ day of April 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

§ 16-414 [Ch. 16, Sec. 59] Equal Opportunity in City Contracts

A. Policy.

The City is committed to the following diverse workforce aspirational goals: (1) ensuring non-discrimination in the award and administration of City contracts; (2) encouraging a level playing field on which MBEs, WBEs, and DBEs can compete fairly for City contracts; (3) promoting the use of female and minority workers on City projects; (4) ensuring that female and minority participation goals are narrowly tailored in accordance with applicable law; and (5) providing appropriate flexibility to businesses in establishing and providing opportunities for female and minority workers.

B. Definitions.

The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) "Construction contract" means any contract that exceeds \$50,000.00, to which the City is a party, for the construction, rehabilitation, alteration, conversion, demolition or repair of buildings, highways, or other improvements to real property.
- (2) "Construction contractor" means any person who contracts with the City in a construction contract.
- (3) "Construction subcontractor" means any person who contracts with a construction contractor in an amount greater than \$50,000.00 for any single construction contract.
- (4) "Contracting entity" means a construction contractor or subcontractor subject to a construction contract with the City.
- (5) "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business (1) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. As set forth in the Code of Federal Regulations, a socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control. The City shall consider individuals from the groups listed in CFR Title

49, Subpart A, Section 26.5 as rebuttably presumed to be socially and economically disadvantage.

- (6) "Good faith efforts" means documented actions taken or planned by a contracting entity that are reasonably calculated to meet an established utilization or workforce participation goal or to encourage employment of partnership with, and development of, DBEs, MBEs, and WBEs in City contracting and as detailed in 16-414(B).
- (7) "Minority Business Enterprise" or "MBE" means a business that is at least 51 percent owned by one or more minority persons, as defined in the Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/2, as amended, or in the case of a corporation, at least 51 percent of the stock in which is owned by one or more than one minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own the business. Minority shall be defined as set forth in the Business Enterprise for Minorities, Females, and Persons with Disabilities Act.
- (7) "Vendor" means persons who sell goods or services to the City in non-construction contracts and any financial depository in which the City deposits funds.
- (8) "Woman Business Enterprise" or "WBE" means a business that is at least 51 percent owned by one or more women, or, in the case of a corporation, at least 51 percent of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own the business. Women or female shall be defined as set forth in the Business Enterprise for Minorities, Females, and Persons with Disabilities Act.

C. Aspirational Participation Goals.

- (1) The City sets the following aspirational contract participation goals for all City construction contracts, except as exempted in Section 16-414(H) or those whom, have demonstrated good faith efforts under Section 16-414(D), to assist in inclusion efforts of DBEs, MBEs, and WBEs, as well as a diverse workforce:
 - (i) 8% of the total contract amount should be awarded to MBEs, DBEs, and/or WBEs, if subcontracting opportunities are to be made available; and
 - (ii) 10% of the total hours worked should be performed by minority workers and 2% by female workers (or blend thereof and inclusive of any workers utilized by the contractor and any subcontractors).
- (2) Contracting entities may meet contract participation goals in the following manner: (i) by assigning set percentages of work on a project to MBEs, WBEs, and DBEs ("utilization goals"); and (ii) by employing set percentages of female and minority employees ("workforce participation goals"). In the alternative, the

contracting entity may provide evidence of good faith efforts to meet the goals as set forth in Section 16-414(D).

- (3) The goals set forth in Section 16-414(C)(1) are aspirational in an attempt to ensure equal opportunity for all contracting entities within the City of Bloomington and shall be reviewed from time to time by the City Manager and the Bloomington Human Relations Commission, either of which may make recommendations for modifications to the goals.

D. Good Faith Efforts.

- (1) All contracting entities subject to this section, are required, at a minimum, to demonstrate good faith effort to meet the City's established goals for utilization and employment of MBE, WBE, and/or DBE firms and workforce participation.
- (2) To be considered a responsive and responsible bidder on a construction contract, the following are minimum requirements that must be submitted as an initial demonstration of good faith:
 - (i) an equal opportunity plan as outlined in 16-414(F); and
 - (ii) the following two plans: (a) a utilization plan that outlines the proposed contracting entity's planned use, if any, of MBE, WBE, and/or DBE firms as subcontractors or as part of a joint venture, if applicable; and (b) a workforce participation plan that outlines the proposed total hours of work to be performed, if any, by minority and female workers, which may include employees of both the contracting entity and any subcontractors. If the proposed plans do not show the aspirational goals being met, documentation must also be submitted providing written evidence of good faith efforts to secure participation, as applicable, by MBEs, WBEs, DBEs and minority and female workers. Documentation shall include the following, as appropriate and applicable:
 - (a) evidence of outreach efforts or other activities to meet stated participation goals;
 - (b) certification that the contractor received an insufficient number of proposals or inquiries from MBEs, WBEs, or DBEs in response to a good faith effort to pursue participation; and/or
 - (c) reasons for not meeting goals for hours worked or for rejecting qualified MBEs, WBEs, or DBEs if a contracting entity has rejected one or more MBEs, DBEs, or WBEs for a subcontracting or joint venture opportunity.
- (3) Failure to provide the plans and/or commitments set forth in (D)(2) will result in the bid being found non-responsive, and thus not eligible for the project in question. False assertions made under Section D(2) may render the proposed contracting entity being considered non-responsive and, if discovered after the contract award, subject the bidder to being considered non-responsive in future bids.

- (4) If the utilization plan shows compliance under (D)(2)(ii), documentation must be submitted with the bid showing the proposed percentage of minority or female workers to be employed on the project and the proposed MBE, WBE and/or DBE subcontracting opportunities to be afforded under the contract.
- (5) If the utilization plan and/or workforce participation plan show the proposed contracting entity is unable to meet the aspirational goals and written evidence of good faith efforts is provided, the City's Chief Diversity & Inclusion Officer is responsible for working with the proposed contracting entity to determine if additional reasonable good faith efforts should be undertaken, in an attempt to meet the aspirational goals during the project, based on the bid submittal and information provided. Accordingly, proposed contracting entities utilizing submitting good faith efforts shall agree to continue to work, in good faith, with the City's Chief Diversity & Inclusion Officer during the term of the contract to ensure that the contractor is taking and/or took the good faith efforts and attempted to meet the goals. For any such construction contract, the City's Chief Diversity & Inclusion Officer may suggest additional good faith efforts be taken, where reasonable, based on the complexity and size of the project. The following is a non-exhaustive list of good faith efforts:
 - (i) Providing job training or direct employment opportunities to increase the utilization of women and minorities on City projects.
 - (ii) Attendance at City-sponsored or other networking events to increase the utilization of DBEs, MBEs, WBEs, and female and minority workers.
 - (iii) Outreach and recruitment efforts of DBEs, WBEs, and MBEs and female and minority workers.
 - (iv) Packaging requirements, where feasible, into tasks and quantities that encourage maximum participation from DBEs, MBEs, WBEs, and minority and female workers.
 - (v) Providing interested and qualified DBEs, MBEs, and WBEs with adequate information about the bidding and request for proposal process, adequate time to respond, and assistance in responding to bid and proposal solicitation.
 - (vi) Assisting interested DBEs, MBEs, and WBEs in obtaining necessary equipment, supplies, and materials to successfully compete for City contracts and subcontracts.
 - (vii) Assisting interested DBEs, MBEs, and WBEs in obtaining bonding, lines of credit, or insurance.
 - (viii) Seeking services from available female and minority community organizations, minority and female contractors' groups, minority and female business assistance offices, and other organizations as

appropriate, to provide assistance in recruiting DBEs, MBEs, WBEs, and minority and female workers.

- (ix) Developing internal policies or programs to increase, hiring, professional development, and retention of female, minority and disadvantaged workers.
 - (x) Other evidence of good faith efforts that the City's Chief Diversity and Inclusion Officer, in consultation with the Procurement Manager, deem sufficient to advance the City's goals to encourage minority and female participation in City contracts.
- (7) Nothing in this section shall require a contracting entity to offer subcontracting opportunities. If a contracting entity is not going to utilize subcontractors on the proposed project or outside labor (e.g., the contracting entity will be utilizing their current internal employees), the contracting entity shall still aspire to meet the workforce participation goals. If the contracting entity does not meet the aspirational goals, it can show good faith efforts by documenting efforts to have a diversified workforce, including but not limited to those identified in Section D(5)(i), (ii), (iii), (viii), (ix), and/or (xi). In such a case, the proposed contracting entity must identify what efforts it has undertaken and commit to working with the City's Chief Diversity & Inclusion Officer if additional reasonable good faith efforts are recommended.
- (8) Any determination by the Chief Diversity & Inclusion Officer of whether good faith efforts were made or not, where required in this section, may be appealed to the City Manager. Such appeal must be made in writing within five (5) days after the determination by the Chief Diversity & Inclusion Officer. The City Manager, or designated hearing officer, shall then review the documentation, and if applicable hold a hearing, to make a determination as to whether sufficient good faith efforts were made.
- (9) Compliance
- (i) The City shall have the right to audit the contracting entity's utilization plan throughout the duration of the contract. If the City determines that the contracting entity is not in compliance, the City shall notify the contracting entity of its non-compliance in writing. The notice will detail the non-compliance and will include information regarding the actions the contracting entity must take to cure the non-compliance.
 - (ii) The contracting entity will be given ten (10) business days to cure the non-compliance or to provide a response in writing to the City making acceptable arrangements to cure the non-compliance. The City agrees to assist the contracting entity in its efforts to cure. Acceptable arrangements may include undertaking new good faith efforts as may be agreed upon by the City.

- (iii) If the contracting entity fails to cure the non-compliance or to make acceptable arrangements to cure the non-compliance within ten (10) business days, or if the City Manager or his or her designee finds the contracting entity's response insufficient, the City Manager, or his or her designee, shall have, at his or her discretion, the authority to: cancel, terminate, or suspend the contract in whole or in part or pursue other contractual remedies or sanctions allowable by law. In such situations, the contracting entity may be considered non-responsive in future City bids.

E. Procurement & Contractual Terms.

- (1) All City construction contracts and/or related procurement documents, except as excluded by this section, shall include the following, or equivalent, provisions:

Human Rights Guarantee Provision.

For the purposes of this provision, "contracting entity" means the legal entity that has signed a contract to provide services or perform work or to provide personal property or a combination thereof to or on behalf of the City. The words used herein, and the requirements 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.

(1) Non-discrimination pledge. The contracting entity shall not discriminate against any employee during the course of employment or 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 contracting entity 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. The contracting entity shall post notices regarding non-discrimination 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, the contracting entity may post other notices of similar character supplied by another governmental agency in lieu of the City's notice.

(3) Solicitation and ads for employment. The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity, 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. The contracting entity 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. The contracting entity 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 the contracting entity of such failure to comply and provided the contracting entity with an opportunity to cure the non-compliance, then the City, at its option, may declare the contracting entity 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.

- (2) Construction contractors shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.
- (3) Where feasible, City staff shall attempt to include the language outlined in E(1), or similar, in City contracts and/or procurement documents beyond those required and where suitable for City vendors.

F. Equal opportunity plan; submittal and approval.

- (1) Submittal. Each contracting entity for City construction contracts, as defined herein, shall submit an equal opportunity plan with each construction contract.
- (2) Minimum requirements. The equal opportunity plan shall be subject to review within two (2) business days of submission by the Procurement Manager, in consultation with the City's Chief Diversity and Inclusion Officer, and shall be considered responsive if it is on a form provided by the City or contains the following or equivalent provisions:
 - (i) Equal employment policy statement. The contracting entity must indicate a positive attitude toward equal employment opportunity and indicate that decisions regarding recruitment, hiring, training and promotion will be made without regard to race, color, creed, age, physical or mental

handicap, marital status, sexual orientation, gender identity, family responsibilities, matriculation, political affiliation, arrest record, source of income, religion, sex, or national origin, except when one (1) of these criterion is a good faith qualification for the occupation involved.

- (ii) Assignment of responsibility. The contracting entity must select a director of the contracting entity's equal opportunity program. It will be the director's responsibility, among other things, to assist in the identification and solution of problems. The contracting entity must give the director the necessary top management support and staffing to fulfill his or her job duties.
- (iii) Procedures for disseminating policy. A policy of equal opportunity is considered to be of little value unless it goes beyond the words on a piece of paper and is put into effect. The contracting entity is responsible for establishing procedures for disseminating his or her equal opportunity program both within the entity (internally) and outside the entity (externally).
- (iv) Utilization analysis. The contracting entity must identify those areas within the contracting entity's workforce in which minorities and women are being underutilized. A utilization analysis is composed of four (4) different parts: a workforce analysis; identification of job groups within the contracting entity; an availability analysis; and an under-utilization analysis.
- (v) Goals and timetables. For each job group in which under-utilization of minorities or women is found, the contracting entity must set up a system of goals and timetables for correcting the deficiencies. Separate goals for minorities and women must be established, but a single goal for minorities is acceptable unless it is determined that one (1) minority is underutilized in a substantially disparate manner.
- (vi) Identification of problem areas and adverse effect. The contracting entity must identify key job titles in which women or minorities are under-represented in relation to their availability in the workforce and those employment practices which have an adverse effect on women or minorities so as to discourage their employment or full utilization. The contracting entity studies of applicant flow, recruitment procedures, selection and placement procedures, promotions and transfers, seniority systems, terminations, relations with labor unions, employee benefits and working conditions are required.
- (vii) Corrective action measures. Should problem areas be identified or a disproportionate impact on women or minorities be uncovered, the contracting entity is obligated to develop and execute corrective action programs. The total selection process should be evaluated and the necessary changes made.

- (viii) System for monitoring compliance. To ensure that the non-discrimination policy is being carried out, the contracting entity should monitor employment actions at all levels and require the submission for review of reports from unit managers on a scheduled basis.
 - (ix) Support of EEO programs. The contracting entity must actively support local, state, and national programs that are designed to improve the employment opportunities of women and minorities.
 - (x) Recruitment of persons outside workforce. Racial minorities and women generally considered outside of the workforce should be considered for employment when they have the requisite skills and can be recruited through good faith efforts.
 - (xi) System of records and annual summary. In order to be able to supply compliance officers with information on equal opportunity efforts, contracting entities should establish a system of compiling support data in such forms as applicant flow data, progression line charts, seniority rosters, and applicant rejection ratios indicating minority and gender status.
- (3) Failure to cooperate or comply with equal opportunity plan. If the contracting entity fails to provide information required by the City to determine compliance with the equal opportunity plan within ten (10) business days of any such request or fails to make a good faith effort to comply with the provisions of the submitted and approved equal opportunity plan, the City Manager may invoke any of the sanctions provided for under the terms of the agreement with the contracting entity.
 - (4) Inclusion in bid and proposal requests. In addition to the required "Human Rights Guarantee Provision" in section 16-414(E), the City Manager shall include the general requirements of 16-414(F) in all construction contracts procurement documents (i.e., bidding documents) that are not exempted by this section.

G. Powers and responsibilities of City.

- (1) City's responsibilities.
 - (i) Investigation. The City may examine the employment practices of any contracting entity or initiate such investigation by the appropriate agent of such entity, including the Bloomington Human Relations Commission by written request of the City Manager, to determine whether or not the contracting entity is in compliance with the provisions of this section and applicable contractual terms.
 - (ii) Employment relations. The City shall use its best efforts to cause any contracting entity, who is engaged in work under City contracts, any referral, recruiting or training agency, or other representatives who are or may be engaged in work under construction contracts and construction

subcontracts to cooperate with and to comply in the implementation of purposes of this section.

- (iii) Notice to other agencies. The City may, in appropriate cases, notify the concerned contracting agency, the Illinois Department of Human Rights, the United States Department of Justice, or other appropriate federal, state or city agencies whenever it has reason to believe that practices of any contracting entity have violated any provision of law relating to human rights.
- (iv) Review of employment practices. The City may periodically review the employment practices and procedures of contracting entities to determine compliance with the provisions of this section and require such entities to file the appropriate reports as required by this section. The City Manager may further, by written request, ask the Bloomington Human Relations Commission to undertake such periodic reviews.

(2) City Manager's responsibilities.

- (i) Compliance. The City Manager, or his/her designee, shall be responsible for ensuring the City's construction contracts comply with the provisions of this section and may refer any complaints or investigations to the Bloomington Human Relations Commission for further review and to obtain a recommendation.
- (ii) Report to council. The City Manager, or his/her designee, shall file a written report with the City Council and the Human Relations Commission, on at least an annual basis, regarding the compliance and impact of this section. The report may include, but is not limited to, the following types of information:
 - (a) those contracting entities doing business with the City who are in compliance with this section;
 - (b) efforts that have been made to determine contracting entities' compliance with this section;
 - (c) the level of minority and female employment in City contracts covered by this section;
 - (d) any and all actions taken against contracting entities during the quarter pursuant to this section.

H. Contracts exempted.

- (1) The following construction contracts shall be exempt from the provisions unless otherwise agreed to as part of the contract:
 - (i) contracts with other governmental entities and/or non-profit organizations;

- (ii) contracts approved as a joint purchase or from single or limited source by the City Council;
- (iii) contracts with contracting entities which employ only owners or the owners' relatives, or which employ less than five (5) persons to work as employees;
- (iv) contracts for goods or services which are "emergency purchases" under the City's purchasing ordinance;
- (v) contracts approved by ordinance waiving the requirements of this section based on the best interests of the City; and/or
- (vi) contract with grant funding or related limitations implemented by the state or federal government.

I. Database / Outreach Opportunities

- (1) The City shall seek to establish an electronic database of MBE, WBE, and DBE firms for potential subcontracting and/or joint venture opportunities. The City's Chief Diversity & Inclusion Officer shall be responsible for implementing and maintaining the database.
- (2) The City shall seek to offer education programs and outreach to vendors regarding the City's equal opportunity initiatives and offerings. The City's Chief Diversity & Inclusion Officer shall be responsible for the education and outreach efforts.

J. Vendors Generally - Nondiscrimination

All vendors doing business with the City are subject to the provisions of Chapter 22.2 in the City Code on non-discrimination on employment and shall provide equal employment opportunities. Specific certifications and enforcement shall be as set forth in Section 22.2-112.