

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
JULY 10, 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 - Jenna Kearns
- Ward 2 - Donna Boelen
- Ward 3 - Sheila Montney
- Ward 4 - John Danenberger
- Ward 5 - Nick Becker
- Ward 6 - Cody Hendricks
- Ward 7 - Mollie Ward
- Ward 8 - Kent Lee
- Ward 9 - Tom Crumpler

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

CITY LOGO DESIGN RATIONALE

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

**MISSION, VISION, AND
VALUE STATEMENT**

MISSION
To Lead, Serve and Uplift the
City of Bloomington

VISION
A Jewel of the Midwest Cities

VALUES
Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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



CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, JULY 10, 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. Recognition/Appointments
6. Public Hearing
 - A. Public Hearing for the Program Year 2022 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER), as requested by the Economic & Community Development Department. *(Recommended Motion: None; presentation and public testimony only.) (Presentation by Melissa Hon, Economic and Community Development Department Director , 10 minutes; and City Council Discussion, 10 minutes.)*
7. 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.
8. Consent Agenda

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

 - A. Consideration and Action to Approve the Minutes of the June 12, 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 \$8,379,048.56, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
 - C. Consideration and Action to Approve a Reappointment to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Reappointment be approved.)*

- D. Consideration and Action to Approve the Purchase of a 2024 Chevrolet Silverado 2500HD (Unit 849) from National Auto Fleet Group, in the Amount of \$50,268.89, as requested by the Public Works Department and the Parks & Recreation Department. (Recommended Motion: The proposed Purchase be approved.)
- E. Consideration and Action to Approve a Three-Year Intergovernmental Agreement with the Ecology Action Center (EAC) for the Stormwater Education Program, in the Amount of \$22,226, from February 2023 to January 2024, with Future Periods in the Amount of \$22,226, Plus a Maximum 3% Increase from the Previous Year, from February 2024 to January 2025 and from February 2025 to January 2026, as requested by the Public Works Department. (Recommended Motion: The proposed Intergovernmental Agreement be approved.)
- F. Consideration and Action to Approve 1) a Motor Fuel Tax (MFT) Resolution for Improvement Under the Illinois Highway Code, and 2) a Local Public Agency General Maintenance Estimate of Maintenance Costs to Allocate State MFT funds for Street lighting Electrical Energy and Rental Charges through the Fiscal Year 2024 MFT General Maintenance Program, for the Period of May 1, 2023 to April 30, 2024, in the Amount of \$500,000, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution and Estimate be approved.)
- G. Consideration and Action on a Resolution Authorizing a Change Order and the First Amendment to the Fort Jesse Tank Rehabilitation Agreement Between the City of Bloomington and Fisher Tank Company for a Time Extension of 110 Days, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)
- H. Consideration and Action on a Resolution Approving the First Amendment to the Lime Sludge Removal Contract Between the City of Bloomington and Stewart Spreading, LLC, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)
- I. Consideration and Action on (1) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2024; and (2) an Ordinance Authorizing a Construction Agreement Between the City of Bloomington and Prairie View Landscaping & Lawn for the O'Neil Park & Pool Project (Bid #2024-05), in the Amount of \$174,987.75, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Agreement be approved.)
- J. Consideration and Action on an Ordinance Approving the Final Plat of Interstate Business Park 13th Addition, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)
- K. Consideration and Action on an Ordinance Approving the Final Plat of Resubdivision of Lots 377-383 Tenth Addition to Fox Creek Country Club, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)
- L. Consideration and Action on an Ordinance Approving an Easement Agreement Between Oakwoods Homeowners Association and the City of Bloomington in Conjunction with the Fiscal Year 2024 Outdoor Warning Siren Upgrade, as requested by the Fire Department. (Recommended Motion: The proposed

Ordinance be approved.)

- M. Consideration and Action on an Ordinance Approving the Purchase of Administrative Services and Stop Loss Insurance from Blue Cross Blue Shield for the City's Self-Funded Health Insurance Plans and Authorizing the Payment of Claims and Approving the Purchase of Life Insurance through Standard Life, as requested by the Human Resources Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- N. Consideration and Action on an Application from Oasis Nails, LLC, to be located at 2103 N. Veteran's Pkwy, Ste. 324, Requesting the Creation of a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved.)*

9. Regular Agenda

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.



PUBLIC HEARING ITEM NO. 6.A.

FOR COUNCIL: July 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Public Hearing for the Program Year 2022 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER), as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: None; presentation and public testimony only.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 4b. Upgraded quality of older housing stock
Objective 4c. Preservation of property/home valuations
Objective 4d. Improved neighborhood infrastructure

BACKGROUND: On April 30, 2023, the City of Bloomington finished the 48th year of administering the Community Development Block Grant ("CDBG") program that is funded by the U.S. Department of Housing and Urban Development ("HUD"). Established through the Housing and Community Development Act of 1974, the CDBG program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low-to-moderate income persons. CDBG funding must meet one of three national objectives: benefiting low-to-moderate income persons, preventing or eliminating slums or blight, and meeting urgent community needs. For the City, the CDBG program is managed by the Economic and Community Development Department's Community Enhancement Division.

The City is required to submit a Consolidated Annual Performance Evaluation Review ("CAPER") to HUD at the end of each CDBG program year. The CAPER outlines the annual accomplishments in relation to the annual goals outlined in the Annual Action Plan for the program year. Program Year 2022 occurred from May 1, 2022, to April 30, 2023.

During Program Year 2022, the City invested over \$600,000 of CDBG funds in our community. Activities included housing rehabilitation, demolition, public facility and infrastructure projects, public services, and fair housing activities. These activities are designed to meet the needs of low-to-moderate income community members. Highlights of these activities include, but are not limited to, the following accomplishments:

- Rehabilitation of single-family, owner-occupied housing (9 units)
- Accessibility ramps for single-family, owner-occupied housing units (2 units)
- Water-Sewer service for new affordable residential housing units (3 units)
- Public housing modifications to Irvin Apartments for security camera installation (25

units)

- Demolition of a blighted and deteriorated residential housing structure (1 unit)
- Public service projects (6)
- Public facility improvements (1)
- Public infrastructure improvements (1)

Per the Citizen Participation Plan, the City is required to hold a public hearing and have a public comment period of at least fifteen days for the CAPER. The CAPER can be viewed on the City's [website](#), at the HUB (115 East Washington Street), and at the Bloomington Public Library.

Public comment outside of the public hearing should be submitted in writing to the Community Enhancement Division at 115 East Washington Street, P.O. Box 3157, Bloomington, IL, 61702, or emailed to wbessler@cityblm.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The draft CAPER was made available to the public on Friday, July 7, 2023. The public comment period will close on Monday, July 24, 2023. Notice of the public hearing and public comment period was published in *The Pantagraph* on Wednesday, June 21, 2023.

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 N-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration Area), Objective A (City should continue to use CDBG grants to support partner organizations such as the West Bloomington Revitalization Project to have a collective impact on revitalization); Goal H-1.2 (Ensure an adequate supply of affordable housing for low to moderate income households), Objective H-1.2b (Work with community partners like Habitat for Humanity, MCCA and Bloomington Housing Authority to have a collective impact on affordable housing issues); Goal H-1.3 (Create a life-long community by fostering housing stock that meets the needs of residents of all ages and abilities), Objective H-1.3e (Ensure neighborhoods are walkable and have access to alternative modes of transportation and other amenities to make them attractive to aging populations); Goal H-2.3 (Rehabilitate housing in the designated Regeneration Area), Objective H-2.3b (Develop and maintain programs that identify substandard housing and provide a wide spectrum of options to correct housing code violations), Objective H-2.3h (Carefully evaluate the rehabilitation potential of vacant/abandoned homes before demolition); Goal HL-1.2 (Protect, enhance and maintain parks and green space equitably throughout the City), Objective HL-1.2b (Update older equipment in various City parks as identified in the City's Parks Plan); Goal CWB-1 (End chronic homelessness and reduce the severity of situational homelessness), Objective A (The City of Bloomington should actively partner with groups such as McLean County Continuum of Care and Human Service Council to address factors contributing to homelessness); Goal TAQ-1.4 (Pedestrian safety for users of all transportation facilities), Objective TAQ-1.4b (Provide a sidewalk system that provides safe routes to schools), Objective TAQ-1.4c (Provide pedestrians with safe access throughout the transportation network, facilitating access to facilities such as transit, businesses, parks and neighborhood centers).

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:

[E&CD 1B DRAFT 2022 CDBG CAPER](#)

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City conducted a variety of community development activities in Program Year 2022 (May 1, 2022- April 30, 2023) designed to meet the needs of low-to-moderate income community members. Activities focused on the following areas.

1. Rehabilitation of single-family, owner-occupied housing (9 units)
2. Accessibility ramps for single-family, owner-occupied housing units (2 units)
3. Water-Sewer service for new affordable residential housing units (3 units)
4. Public housing modifications to Irvin Apartments for security camera installation (25 units)
5. Demolition of a blighted and deteriorated residential housing structure (1 unit)
6. Public service projects (6)
7. Public facility improvements (1)
8. Public infrastructure improvements (1)
9. Section 3 job training (1)
10. Fair housing program (1)

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

| Goal | Category | Source / Amount | Indicator | Unit of Measure | Expected – Strategic Plan | Actual – Strategic Plan | Percent Complete | Expected – Program Year | Actual – Program Year | Percent Complete |
|--|--|--------------------------------|--|---------------------|---------------------------|-------------------------|------------------|-------------------------|-----------------------|------------------|
| Administer CDBG effectively and proficiently. | Affordable Housing Public Housing Non-Housing Community Development | CDBG: \$ / CDBG- CV: \$0 | Other | Other | 0 | 0 | | 50 | 28 | 56.00% |
| COVID-19 Prevention, Preparation, and Response | Affordable Housing Business Support/Economic Development | CDBG: \$ / CDBG- CV: \$ | Public service activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 25 | 191 | 764.00% | | | |
| COVID-19 Prevention, Preparation, and Response | Affordable Housing Business Support/Economic Development | CDBG: \$ / CDBG- CV: \$ | Public service activities for Low/Moderate Income Housing Benefit | Households Assisted | 125 | 176 | 140.80% | | | |
| COVID-19 Prevention, Preparation, and Response | Affordable Housing Business Support/Economic Development | CDBG: \$ / CDBG- CV: \$ | Homeless Person Overnight Shelter | Persons Assisted | 25 | 105 | 420.00% | | | |
| COVID-19 Prevention, Preparation, and Response | Affordable Housing Business Support/Economic Development | CDBG: \$ / CDBG- CV: \$ | Homelessness Prevention | Persons Assisted | 0 | 86 | | | | |

| | | | | | | | | | | |
|--|--|-------------------------|---|------------------------|------|------|---------|----|----|--------|
| COVID-19 Prevention, Preparation, and Response | Affordable Housing Business Support/Economic Development | CDBG: \$ / CDBG-CV: \$ | Jobs created/retained | Jobs | 0 | 60 | | | | |
| COVID-19 Prevention, Preparation, and Response | Affordable Housing Business Support/Economic Development | CDBG: \$ / CDBG-CV: \$ | Businesses assisted | Businesses Assisted | 30 | 60 | 200.00% | | | |
| Elimination of slum and blight conditions. | Affordable Housing Non-Housing Community Development | CDBG: \$ | Homeowner Housing Added | Household Housing Unit | 15 | 4 | 26.67% | | | |
| Elimination of slum and blight conditions. | Affordable Housing Non-Housing Community Development | CDBG: \$ | Buildings Demolished | Buildings | 5 | 4 | 80.00% | 2 | 1 | 50.00% |
| Preservation of existing affordable housing stock. | Affordable Housing Public Housing | CDBG: \$ | Rental units rehabilitated | Household Housing Unit | 35 | 62 | 177.14% | | | |
| Preservation of existing affordable housing stock. | Affordable Housing Public Housing | CDBG: \$ | Homeowner Housing Rehabilitated | Household Housing Unit | 100 | 45 | 45.00% | 22 | 15 | 68.18% |
| Provide quality services and facilities. | Non-Homeless Special Needs Non-Housing Community Development | CDBG: \$ / CDBG-CV: \$0 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 3000 | 5828 | 194.27% | | | |

| | | | | | | | | | | |
|--|--|--------------------------------|--|------------------|------|------|---------|------|------|---------|
| Support the provision of public service activities | Homeless Non-Homeless Special Needs Non-Housing Community Development | CDBG: \$ / CDBG- CV: \$0 | Public service activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 5000 | 7723 | 154.46% | 1350 | 2530 | 187.41% |
| Support the provision of public service activities | Homeless Non-Homeless Special Needs Non-Housing Community Development | CDBG: \$ / CDBG- CV: \$0 | Homeless Person Overnight Shelter | Persons Assisted | 0 | 276 | | | | |
| Support the provision of public service activities | Homeless Non-Homeless Special Needs Non-Housing Community Development | CDBG: \$ / CDBG- CV: \$0 | Homelessness Prevention | Persons Assisted | 1500 | 1702 | 113.47% | 300 | 641 | 213.67% |

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Housing Rehabilitation Activities

The City used CDBG funding to support rehabilitation and accessibility improvements on eleven (11) residential owner-occupied, single-family housing units during Program Year 2022. Nine (9) of the projects completed were through the City's zero percent (0%) interest deferred payment loan program. Two (2) households received grants for accessibility ramps through the City's partnership with Cornbelt AMBUCS. Additionally, water and sewer service for three (3) new affordable housing units was completed in the program year. Habitat for Humanity of McLean County

will work to construct the new affordable housing units. The housing rehabilitation activities helped alleviate health, safety, accessibility, and code violations on properties throughout the community. During Program Year 2022, CDBG funds were also used for a security camera installation project for the Housing Authority of the City of Bloomington's Irvin Apartments, which assisted twenty-five (25) units. In total, \$368,095.73 was spent during Program Year 2022 on housing rehabilitation activities.

Demolition Activities

During Program Year 2022, the City demolished one (1) structure with CDBG funds. State funding was also used. The now vacant parcel will be used to construct a new unit of affordable housing. Additional challenges related to obtaining proper title to vacant/abandoned properties slated for demolition continue to lower the number of properties that can be demolished. In total, \$20,764.80 was spent on CDBG housing demolition activities during the program year.

Public Facilities and Infrastructure

The City used CDBG funding to support one (1) public facility improvement activity and one (1) public infrastructure project during the program year. The public facility improvement activity supported Americans with Disabilities Act (ADA) improvements for Mid-Central Community Action (MCCA). During Program Year 2022, the City also finished the Program Year 2021 sidewalk project on the City's West side. The sidewalk improvement project slated for Program Year 2022 was delayed due to the timing of the annual entitlement funding for Program Year 2022 and limitations on construction during the winter months. The Program Year 2022 sidewalk improvement project is likely to be completed in Program Year 2023. In total, \$139,751.68 was spent during Program Year 2022 on public facility and infrastructure activities.

Administrative, Fair Housing, Section 3 Training, and Community Planning Activities

The City continued the partnership with Prairie State Legal Services (PSLS) to provide fair housing services to income qualified Bloomington community members. This partnership underscores the City's commitment to affirmatively furthering fair housing. In Program Year 2022, PSLS

completed intake services and more legal services, if needed, for community members facing housing discrimination or other unlawful practices. Additionally, PSLs conducted fair housing tests throughout the community to take a proactive approach to eliminating unfair housing practices. Six (6) outreach events were also held by PSLs during the program year. The City also funded Section 3 job training opportunities in partnership with the Housing Authority of the City of Bloomington. This included a job and community resource fair and a career and self-sufficiency training. The City's partnership with the McLean County Regional Planning Commission (MCRPC) continued as community partners engaged in fruitful discussions and research through the Housing Staff Committee and Affordable and Supportive Housing Committee. MCRPC also has continued to provide high quality research that will be incredibly important for future planning, including the next five-year consolidated plan. Additional funds were used to support administrative needs to run the various CDBG activities in the program year. In total, \$47,046.61 was spent in Program Year 2022 to support community planning, Section 3, and fair housing activities.

Public Services

Activities that support public services are a critical piece of the community's social service infrastructure. In Program Year 2022, six (6) public service activities were funded by the City's CDBG program. The Peace Meals program operated by the OSF Healthcare System served one thousand seven hundred and seventy-six (1,776) community members by providing meals and nutrition services to seniors. Of the people served with the Peace Meal program, ninety percent (90%) community members served reported they can continue living in their homes, in part, because of this service. The West Bloomington Revitalization Project (WBRP) served five hundred and seventy-four (574) community members with a variety of community programs. Programs include a Bicycle Co-Op that supports community members traveling to work and increasing their well-being, a tool library where clients can rent tools to maintain their homes, and a bed blitz that builds bed frames for community members in need. Partners for Community served two hundred and forty-nine (249) community members through their Recycling Furniture for Families program in the program year. This program assists community members acquire housewares and home furnishings. KTB Financial Services, Inc. served one hundred and twenty (120) community members and helped them avoid homelessness, improve food security, receive medical care, and prevent fraud. KTB Financial Services Inc. serves disabled and elderly community members. PATH served seven hundred and fifty-two (752) community members in the program year between homeless and emergency services. In total, \$74,551.40 was spent during Program Year 2022 for public service activities.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

| | CDBG |
|---|-------|
| White | 4,274 |
| Black or African American | 2,099 |
| Asian | 42 |
| American Indian or American Native | 56 |
| Native Hawaiian or Other Pacific Islander | 6 |
| Total | 6,477 |
| Hispanic | 349 |
| Not Hispanic | 6,409 |

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Data populated into this table has been adjusted to reflect the information found in PR-23 report. The total served should be 6,758 community members based on the PR-23 report. Of that number 349 community members were of Hispanic ethnicity. In addition to the race categories above, the following categories were represented on the PR-23 report: American Indian/Alaskan Native and White, Black/African American and White, American Indian/Alaskan Native & Black/African-American, and other multi-race.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

| Source of Funds | Source | Resources Made Available | Amount Expended During Program Year |
|-----------------|------------------|--------------------------|-------------------------------------|
| CDBG | public - federal | 860,864 | 673,302 |
| Other | public - federal | 0 | |

Table 3 - Resources Made Available

Narrative

The City was able to increase CDBG expenditures during Program Year 2022 compared to previous program years. The two most recent program years were negatively impacted by the COVID-19 Pandemic. This trend is expected to continue into Program Year 2023, which should allow the City to reduce the carry-over funding amount that built up from previous program years.

The \$673,302.44 includes some public facility and infrastructure spending that was delayed from Program Year 2021. Currently, there is an additional \$184,000.00 allocated from the Program Year 2022 Annual Action Plan for a public infrastructure project expected to be expended in Program Year 2023 due to delays in receiving CDBG funds from HUD, availability of contractors, and local weather constraints.

Identify the geographic distribution and location of investments

| Target Area | Planned Percentage of Allocation | Actual Percentage of Allocation | Narrative Description |
|--------------------------------------|----------------------------------|---------------------------------|-----------------------|
| LMA Preservation Area | 34 | 27 | |
| LMA Regeneration Area - Outside WBRP | 2 | 36 | |
| WBRP Service Area | 64 | 18 | |

Table 4 – Identify the geographic distribution and location of investments

Narrative

Eligibility for all CDBG programs is based on income, national objective criteria, other applicable Federal regulations, and other program requirements. The City does not restrict funds based on geography within the City's corporate boundaries, so estimating percentage of the allocation is difficult. The target area information is based on City single-family residential housing rehabilitation activities. Two (18.18%) of the single-family housing rehabilitation projects occurred outside of the target areas listed above, which is why the total does not equal one hundred percent (100%). The WBRP service area is within the City's regeneration area. Estimating the geographic distribution of housing rehabilitation services in the Annual Action Plan is extremely difficult given the City does not have geographic constraints on the housing rehabilitation program outside of the requirement to be within the corporate boundaries of the

City.

Properties that are unfit for rehabilitation are typically demolished using CDBG or other state funding sources. After the structure is demolished, the City owned land, if buildable, is then provided to Habitat for Humanity for the construction of new affordable housing stock. The City does not operate a land bank or trust but makes an effort to make City owned land zoned for residential purposes available for new affordable housing development.

DRAFT

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Bloomington Economic and Community Development Department's Community Enhancement Division continues to seek ways to leverage resources to increase or enhance the level of services it provides to low-to-moderate income community members. Primary constraints are related to financial, contractor, and staff resources. Staff will continue to seek partnerships and opportunities that allow for additional service or better services for the community. In Program Year 2022, the City leveraged funding from Illinois Housing Development Authority (IHDA) community revitalization grant programs. Programs leveraged in this program year included the IHDA Single-Family Rehabilitation (SFR) and Strong Communities Program (SCP). The IHDA SFR program, as the name suggests, supports housing rehabilitation on owner-occupied single-family homes. The IHDA SCP program supports acquisition, demolition, and rehabilitation of abandoned properties. With the IHDA SCP program and CDBG funds in Program Year 2022, the City was able to demolish three (3) single-family houses and create an opportunity for new affordable housing to be constructed by Habitat for Humanity of McLean County. CDBG funds also assisted in the completion of several IHDA SFR projects that required funding outside of the funding limitations of the IHDA SFR program.

The City also is the Trustee of the John M. Scott Trust, which provides grants to health care and social service organizations to meet the health care needs of residents in McLean County. This trust is administered by an eleven (11) member commission and the Community Enhancement Division's Grants Coordinator. During this program year the Trust provided over \$900,000 in grants to organizations. This program in addition to CDBG public service spending continues to be important aspects of the community's social service infrastructure.

The City utilized CDBG public service funding in Program Year 2022 to help support PATH and their homeless prevention and services programs related to the Central Illinois Continuum of Care. Additionally, the CDBG program will support match for the City's HUD funded Lead-Based Paint Hazard Reduction Program (LBPHRP) by utilizing CDBG funds to assist with lead abatement activities on owner-occupied and renter-occupied housing. The LBPHRP program has been delayed due to challenges related to the COVID-19 Pandemic and staff transitions, but the City will have the program operational in Program Year 2023.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

| | One-Year Goal | Actual |
|--|---------------|--------|
| Number of Homeless households to be provided affordable housing units | 5 | 25 |
| Number of Non-Homeless households to be provided affordable housing units | 0 | 0 |
| Number of Special-Needs households to be provided affordable housing units | 0 | 0 |
| Total | 5 | 25 |

Table 5 – Number of Households

| | One-Year Goal | Actual |
|--|---------------|--------|
| Number of households supported through Rental Assistance | 0 | 0 |
| Number of households supported through The Production of New Units | 2 | 4 |
| Number of households supported through Rehab of Existing Units | 22 | 11 |
| Number of households supported through Acquisition of Existing Units | 0 | 0 |
| Total | 24 | 15 |

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Two factors contributed to the lower than expected amount housing rehabilitation activities in Program Year 2022. First, the Lead-Based Paint Hazard Reduction Program (LBPHRP) did not complete work on any housing units during Program Year 2022, which eliminated the possibility CDBG funds could be used to help complete projects. Second, limitations associated with contractor capacity were encountered during the program year. A high number of housing rehabilitation projects with different programs the City administers strained contractor capacity. Contractor availability is a national issue, but particularly

acute in McLean County due to increased housing development within the county. Increasing the number of contractors participating in the City's housing rehabilitation program is a priority in Program Year 2023.

Inflation and supply-chain issues experienced during the program year also hampered progress, but, ultimately, this did not impact the number of housing units rehabilitated due to the high amount of funds budgeted for Program Year 2022. If inflation and supply-chain issues continue when the City's CDBG carry-over funding returns to nominal levels, this could pose a significant barrier to the work than can be accomplished. City staff will continue to monitor these issues to adjust future goals accordingly.

Discuss how these outcomes will impact future annual action plans.

The City considered the factors listed above when drafting the Program Year 2023 Annual Action Plan. Goals were modified in the annual action plan to compensate for these factors and City staff will continue to monitor different variables to ensure future plans account for a dynamic economic environment. The City will increase marketing efforts to attract contractors and will have the LBPHRP grant operational within Program Year 2023. Assuming macroeconomic factors or other unforeseen issues do not develop, the Program Year 2023 Annual Action Plan's goal setting will be closer to actual results.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

| Number of Households Served | CDBG Actual | HOME Actual |
|-----------------------------|-------------|-------------|
| Extremely Low-income | 4 | 0 |
| Low-income | 7 | 0 |
| Moderate-income | 25 | 0 |
| Total | 36 | 0 |

Table 7 – Number of Households Served

Narrative Information

Although the City does not utilize CDBG funding to support the construction of affordable housing directly, the City does donate cleared lots, that are buildable, from demolition activities to Habitat for Humanity for the development of affordable housing. These efforts are enhanced by CDBG activities that add water and sewer service to the parcels. Additionally, the City devotes a significant amount of annual CDBG funding to the preservation of affordable housing through housing rehabilitation projects.

Of the twenty-five (25) units completed through the security camera project at the Housing Authority of the City of Bloomington's Irvin Apartments, twenty-two (22) households were at or below 30% of the Area Median Income (AMI). Two (2) additional households served through this activity were at or below

50% AMI and one (1) household was at or below 80% AMI. The remaining households were served by the single-family housing rehabilitation program. Between the single-family unit housing rehabilitation program and the public housing improvements, thirty-six (36) households were assisted in Program Year 2022.

The City continues to address worst case needs through the single-family housing rehabilitation program funded by CDBG. The rehabilitation program addresses many structures with serious code violations that present health, life, and safety issues for our community members. Disabled or elderly community members have been served through the City's partnership with AMBUCS, which builds accessibility ramps for these community members in owner-occupied single-family housing units. CDBG funds pay for the material and AMBUCS volunteers provide the labor to build the ramps.

DRAFT

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City continues to provide CDBG support for the Providing Access to Help (PATH) Crisis Center through the City's CDBG public service funding. PATH serves as the lead coordinating agency for the Central Illinois Continuum of Care (CICoC). Due to the Continuum's large geographic space covered (11 counties), hubs have been implemented to best suit the needs of the communities. As such, McLean County is one of the hubs.

Through its Homeless Services Program, PATH reaches out to individuals and families that experience homelessness. Through referrals from the police departments, hospitals, social service agencies, churches and truck stops, the outreach worker will make the initial contact and begin the process of assessing the needs of the client(s).

The outreach team regularly goes out into the field to known places unfit for human habitation to locate people, initiate relationships, assess needs, and help clients navigate the network of resources available in the community.

The outreach worker also responds to people identified through the Coordinated Point of Entry; another role PATH plays in the effort to reduce homelessness. On a 24/7 basis, people on the streets, in shelters or in transitional housing, can dial 211 and receive immediate support, assessment and are transferred to the Coordinated Point of Entry.

With a vast database, outreach staff can make referrals to obtain local and mainstream resources such as Social Security Income (SSI), Supplemental Nutrition Assistance Program (SNAP) benefits, and employment. This connection process leads individuals and families into permanent housing. Outreach services productively meets the specific outreach objectives for reducing and ending homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Salvation Army Safe Harbor Shelter provides emergency shelter and services for adult women and men who are experiencing homelessness. Safe Harbor provides case management services, a day center and meals. Showers, washer/dryers, and other amenities are offered to people through the day center when they may not meet the shelter's guidelines for bed space. Safe Harbor also has an employment program on site and provides transportation for job interviews. The Salvation Army's shelter is a strong partner in the Coordinated Point of Entry that helps move people from a shelter setting into permanent housing.

Home Sweet Home Ministries, another member of the CCoC, provides emergency shelter for adult women and men as well as families. There are limitations; families are generally separated to a men's side and a women's side, but it is the result of the layout of the facility. The program has been in place for over a century. The shelter provides Rapid Re-Housing (RRH) services and has had considerable success in moving people from the shelter into a home. RRH helps to solve the problem of separating families in the shelter facility.

These organizations are a part of the CCoC and a partner of PATH, which receives support from the City's CDBG program. The City's CDBG program will continue to support activities that assist homeless community members.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Avoiding homelessness reduces stress on individuals, families, and the homeless service sector. CDBG funds are used to support the Emergency Grant program through PATH. The grant is utilized to provide emergency rent/mortgage and utility assistance for individuals in imminent danger of becoming homeless. It also provides payment to local hotels for individuals experiencing homelessness. A portion of the grant assists the Self-Neglect Program by assisting with the rental of dumpsters for cleanup at properties of individuals and families in imminent danger of becoming homeless due to condemnation related to hoarding issues and other code violations.

Other sources for emergency rent and utility assistance that would prevent a family from losing housing are utilized. Townships are a part of the referral process although every township has different guidelines. Community action agencies have financial assistance such as the Low Income Home Energy Assistance Program (LIHEAP) and other programs that address the root issues of the fiscal crisis that puts a family at risk of homelessness.

Policies do exist within the CCoC for people being discharged from institutions and systems of care. The community mental health agency is involved in the transition from a state mental health facility to the community. They provide transitional apartments, a staffed boarding house, and some permanent supportive units. A day center helps with social needs and helps the person build a support system after hospitalization. Local hospitals work with the homeless outreach program when they release a person who does not have a home to return to.

For young adults aging out of foster care or who no longer have a family to support them, have options with the CCoC. Project Oz has a remarkably successful transitional housing program where youth are placed into apartments with strong supports. As the youth gain skills and their income increases,

supports fade until the youth is no longer in the program but is still in their apartment. Project Oz has a program for homeless youth that provides options when youth are being discharged from any type of facility.

Young Women's Christian Association (YWCA) Labyrinth House provides case management and transitional housing for women entering the community from the correctional system. The City has supported Labyrinth in the past by funding a part-time case manager and assisting with rehabilitation costs for housing units.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The main system and infrastructure the community has in place to help people experiencing homelessness has been described above.

In terms of moving people to housing in the shortest amount of time, rapid re-housing programs have been an avenue to success. The Coordinated Point of Entry keeps track of all the individuals on the prioritization list on at least a monthly basis. Outside of the rapid re-Housing program, townships and community action agencies may have funds for first month's rent and deposit.

The Housing Authority of the City of Bloomington has a prioritization policy for people experiencing homelessness. The Housing Authority of the City of Bloomington also has more flexibility with entrance requirements for people experiencing homelessness when it comes to prior evictions and property owner references. Other affordable housing complexes have an understanding of the great importance of housing people quickly and have been open to receiving referrals for homeless individuals and families.

The City of Bloomington, in conjunction with the CCoC, follow several strategies for helping low-to-moderate income families avoid becoming homeless. First referrals are made to PATH's 24/7 information and referral line by dialing 211 to gain knowledge of services available and to access PATH Homeless Services if needed, which can provide limited emergency funds to help families avoid eviction or home condemnation. Second, the CCoC and the City work with the Bloomington Township office, which provides emergency and general assistance. Finally, the City will continue to provide letters of support for agencies seeking federal, state, and private funding for homelessness prevention programs.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

In Program Year 2022, CDBG funds helped the Housing Authority of the City of Bloomington install new security cameras at Irvin Apartments. This activity will enhance the safety and well-being of 25 public housing residents in this facility.

CDBG funds from the City also supported Section 3 activities in partnership with the Housing Authority of the City of Bloomington. The Housing Authority of the City of Bloomington hosted a career training program and a job (and resource) fair for public housing residents.

The Housing Authority of the City of Bloomington's leadership is also an active participant in Housing Staff Committee and Affordable and Supportive Housing Committee made possible, in part, through City CDBG funding. Tackling larger region wide housing affordability issues will be a critical mission moving forward for these committees, and the Housing Authority of the City of Bloomington will play a vital role in developing long-term strategies.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The housing authority continues to administer a Family Self Sufficiency (FSS) program for public housing residents. This voluntary program allows members of a household to save money in an escrow account when the family increases its income. This savings is paid into the account monthly as a part of the family's rent payment. Resident Services staff help the participants set self-sufficiency goals to be completed over a matter of years. The participant is allowed to tap into their escrow account for education, purchasing of a car, and even a down payment on a home. Many housing authority families have benefitted from this program over the years.

Through Section 3 job training programs, the City is actively funding a foundational approach to homeownership. Stable employment and finances are critical aspects of homeownership, and the City's Section 3 funding provides incredible opportunities for Housing Authority of the City of Bloomington residents to build that foundation. Without employment and financial stability, homeownership will likely fail and place the community members at risk of homelessness. Thus, by building these skills the City along with the Housing Authority of the City of Bloomington is creating an environment to achieve long-term success in homeownership.

Actions taken to provide assistance to troubled PHAs

The Housing Authority of the City of Bloomington is not categorized as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City makes a concerted effort to keep all building permits/fees as low as possible. All approved contractors completing CDBG activities and not-for-profit agencies conducting housing activities are provided fee waivers. The City adopted a new zoning ordinance in early 2019 that takes affordable housing into consideration. The City also provides letters of consistency for local developers seeking tax credits for affordable housing development. Several new Low Income Housing Tax Credit (LIHTC) projects have been approved for the area in recent years.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City's CDBG housing rehabilitation program meets an important need within the community. Without this program, many households would have to take financially burdensome loans or not have access to credit at all to complete important rehabilitation to their homes to correct health, life, safety, and code compliance issues.

The City continues to expend close to 15% of its annual CDBG allocation on public service activities. In Program Year 2022, \$74,551.40 was spent on homelessness prevention, food insecurity for elderly residents, and neighborhood services in West Bloomington. Additionally, the City continues to serve as the Trustee for the John M. Scott Health Care Trust. This trust provided over \$900,000 in funding during the program year to address the healthcare needs of McLean County residents. The trust serves community members at or below 185% of the Federal Poverty Level. All grants awarded focus on goals identified in the McLean County Community Health Needs Assessment and Community Health Improvement Plan.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City was awarded a 2.3 million dollar Lead-Based Paint Hazard Reduction Program and Healthy Homes grant in 2020. This grant will allow for the abatement of lead-based paint hazards in approximately 92 housing units. Delays in program implementation have come from continued challenges related to the COVID-19 Pandemic, contractor availability, and staff changes. These challenges continued in Program Year 2022, but the program should be operational during Program Year 2023. This will help the City expand efforts to reduce lead-based paint hazards.

The City's single-housing rehabilitation program also takes steps to reduce lead-based paint hazards by following applicable federal regulations on lead-based paint hazards. Single-family units built before 1978 are tested for lead-based paint hazards before the scope of work is drafted. Lead clearance testing

also takes place in these properties after rehabilitation work is completed. Community members are provided the results of the lead assessment and clearance testing along with other information about lead-based paint hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City's CDBG funding helps reduce the number of poverty-level families in several ways. First, the City's housing rehabilitation program focuses on removing code violations that impact a resident's health, life, and safety. This work also protects the home of the family, which is not only their place of shelter but their primary investment. The homeowners that the CDBG program serves would not be able to afford a traditional home improvement loan without pushing the household into poverty. This program provides critical relief for these families for needs that have a prohibitive cost.

The City's Section 3 funding provided to the Housing Authority of the City of Bloomington also provides critical knowledge and education for public housing residents. Through this program, many community members are on a better path towards achieving employment and financial stability.

Public service activity funding also helps residents avoid homelessness, provides food security, and other critical neighborhood services that help people achieve a better socioeconomic position.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City continues to evaluate how to best manage grant programs currently held by the Community Enhancement Division. Work has continued within the Community Enhancement Division to update, upgrade, and create policies and procedures to better operate all of the grant programs, including CDBG. Significant progress was made during Program Year 2022 and the Community Enhancement Division will build on that progress in Program Year 2023. The City will continue to seek partnerships with other community stakeholders to better grant programs and the services provided.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City utilized past CDBG funding to support a regional housing study which was completed in 2017. As a result of the study, the McLean County Regional Planning Commission (MCRPC) has implemented a Regional Housing Advisory Committee comprised of a Staff Committee and the Affordable/Supportive Housing Group. The overall mission of the Regional Housing Advisory Committee is to provide a forum for housing stakeholders to interact on a regular basis, identify collaborative opportunities, and proactively address housing issues in the community. City staff currently participate on the Housing Staff Committee and the Affordable/Supportive Housing Group. Other members of the Staff Committee include representatives from MCRPC, the Housing Authority of the City of Bloomington, the Town of Normal, and PATH. The Affordable/Supportive Housing Group is comprised of social service agencies with a vested interest in quality, affordable housing opportunities for low-to-moderate income

community members.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In Program Year 2019, the City funded its first grant to directly address fair housing issues. The City created a partnership with Prairie State Legal Services to support a staff attorney position dedicating a portion of her time to address fair housing complaints and training local officials and City staff on fair housing laws and practices. This program was well received and continued to expand in Program Year 2020 to include a fair housing testing component. An analysis of fair housing impediments was included in the 2020-2024 Consolidated Plan public outreach and planning process through the work of program partner Prairie State Legal Services. Additionally, fair housing information and research was included in the BN Home-Regional Housing Study published in October 2017.

Additional barriers are addressed below.

1. Increased costs for residential development from fees, building materials, labor, and other inflationary pressures have substantially tightened the housing market to the detriment of low-to-moderate income residents. The City is addressing this issue by maintaining an equitable, fair list of development fees. Additionally, the City offers permit waivers for not-for-profit organizations and all Community Enhancement Division approved contractors working on CDBG projects. The City continues to partner with several non-profit organizations dedicated to providing affordable housing through new construction and rehabilitation.
2. Public transportation issues identified by the community include limited bus routes and inconvenient hours of operation. The City continues, and hopes to build on, its partnership with Connect Transit, which the primary mass transit provider in the community. The partnership will hopefully investigate opportunities for CDBG funding to improve services for Connect Transit.
3. Deteriorating road and sidewalks have made housing choices more difficult for residents. CDBG funding was used in this program year for sidewalk upgrades and that plan is moving forward in future program years. City staff and the community will investigate roads and sidewalks needs in the next consolidated plan and learn from sidewalk activities in this current consolidated plan.
4. Accessibility for disabled community members and the need for more permanent supportive housing has been an identified barrier as well. The City partners with AMBUCS to build accessibility ramps through the CDBG housing rehabilitation program. The City used CDBG funds to cover the cost of the material and AMBUCS provides the volunteer labor to construct the ramps. As the current Administrator for several Continuum of Care (CoC) grants, the City supports a rent subsidy at Mayors Manor, which is one of several HUD funded Permanent Supportive Housing programs in McLean County. The City is working with community stakeholders and homeless service providers to investigate ways to improve and modify the CoC.

5. Many residents were concerned about payday lenders and consumer installment loan licenses, but this issue was addressed by a City resolution in 2011 that prohibited particularly dangerous types of payday and consumer loans.

6. Rental unit price continues to be a concern. Unfortunately, due to national housing market issues and increased housing demand locally due to economic expansion, the issue has become worse for many residents. The City along with its partners are investigating ways to promote and establish additional housing options that meet the needs of all residents. The McLean County Regional Planning Commission has been studying the issue in collaboration with community partners and this will continue to guide policymakers as they confront this pressing problem.

DRAFT

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring activities include creating and implementing a tracking system to track progress on all projects, periodic reporting requirements, providing funding on reimbursement basis only, monitoring of subrecipients, and gathering annual financial audit information for subrecipients from an outside CPA firm for compliance with generally accepted practices and principals of accounting and compliance with federal statutes and regulations. City staff completed numerous monitorings of subrecipients during Program Year 2022. New policies and procedures have been developed related to monitoring to improve the rigor and fairness of monitorings.

The multitude of partnerships the City has with community stakeholders also allows the City to better plan and coordinate CDBG activities. This will expand as the planning process for the next Consolidated Plan begins and staff transitions have settled. One area the City has identified as a challenge is recruiting minority and women-owned businesses to Community Enhancement Division programs. Previous advertising efforts have not been highly successful, but as we start the process for the next Consolidated Plan this will be a focus during those planning duties.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The public comment period is from July 7, 2023, through July 24, 2023. A public hearing will be held during the regularly scheduled City Council meeting on July 10, 2022. Notice of the public hearing and public comment period was published in the Pantagraph on ADD DATE. Notices related to the public comment period and public hearing were also shared on City social media, placed in the PATH-O-GRAM newsletter, and made available email correspondence to key organizations.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its

experiences.

The City's program objectives stayed consistent throughout the entire Consolidated Plan. These objectives were based on outreach completed during the creation of the 2020-2024 Consolidated Plan. The City will continue to work on mitigating challenges and turning opportunities into successes with the City's CDBG program.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

| Total Labor Hours | CDBG | HOME | ESG | HOPWA | HTF |
|---------------------------------------|------|------|-----|-------|-----|
| Total Number of Activities | 0 | 0 | 0 | 0 | 0 |
| Total Labor Hours | | | | | |
| Total Section 3 Worker Hours | | | | | |
| Total Targeted Section 3 Worker Hours | | | | | |

Table 8 – Total Labor Hours

| Qualitative Efforts - Number of Activities by Program | CDBG | HOME | ESG | HOPWA | HTF |
|---|------|------|-----|-------|-----|
| Outreach efforts to generate job applicants who are Public Housing Targeted Workers | | | | | |
| Outreach efforts to generate job applicants who are Other Funding Targeted Workers. | | | | | |
| Direct, on-the job training (including apprenticeships). | | | | | |
| Indirect training such as arranging for, contracting for, or paying tuition for, off-site training. | | | | | |
| Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching). | | | | | |
| Outreach efforts to identify and secure bids from Section 3 business concerns. | | | | | |
| Technical assistance to help Section 3 business concerns understand and bid on contracts. | | | | | |
| Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns. | | | | | |
| Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services. | | | | | |
| Held one or more job fairs. | | | | | |
| Provided or connected residents with supportive services that can provide direct services or referrals. | | | | | |
| Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation. | | | | | |
| Assisted residents with finding child care. | | | | | |
| Assisted residents to apply for, or attend community college or a four year educational institution. | | | | | |
| Assisted residents to apply for, or attend vocational/technical training. | | | | | |
| Assisted residents to obtain financial literacy training and/or coaching. | | | | | |
| Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns. | | | | | |
| Provided or connected residents with training on computer use or online technologies. | | | | | |
| Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses. | | | | | |
| Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act. | | | | | |

| | | | | | |
|--------|--|--|--|--|--|
| Other. | | | | | |
|--------|--|--|--|--|--|

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

N/A

DRAFT



CONSENT AGENDA ITEM NO. 8.A.

FOR COUNCIL: July 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the June 12, 2023, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk. In compliance with the Open Meetings Act, Council minutes must be approved thirty (30) days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, Council minutes are available for public inspection and posted to the City's 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, JUNE 12, 2023, 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom at 6:00 p.m. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

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

Recognition/Appointments

The following item was presented:

Item 5.A. Proclamation for International Understanding and World Peace Week, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation. A number of representatives from the Friendship Exchange Rotary Club of District 6496 were present to accept the Proclamation.

The following item was presented:

Item 5.B. Recognition of Boards and Commissions Appointments and Reappointments, as requested by the Administration Department.

Leslie Yocum, City Clerk, recognized the following reappointments and appointments: (1) Jerome Kelleher, Building Board of Appeals; (2) Paul Sharnett, Historic Preservation Commission; (3) John Elterich, Historic Preservation Commission; (4) Uma Kailasam Human Relations Commission; (5) Brenda Guest, Japan Sister Cities Committee; (6) Anna Patino, Planning Commission; (7) Lauren Pruter, Transportation Commission; (8) Elicsha Sanders, Transportation Commission; (9) Tim Foley, Zoning Board of Appeals; and (10) Cindy Termuende, Cultural Commission; (11) David Lewis, Planning Commission; and (12) William Peradotti, Planning Commission.

Public Comment

Mayor Mwilambwe read a public comment procedure statement. The following individuals spoke in-person: (1) Andy Kaufmann; (2) Paul Sharnett; (3) Stacey Duracco; (4) Zach Carlson; (5) Mike Raikes; (6) David Loomis; (7) Tom Kirk; (8) Matthew Toczko; (9) Patrick

Hoban; (10) Caleb Martin; (11) Bob Sampson; (12) Gary Lambert; (13) Darlene Weher; (14) Ahmad Manns; (15) Jenee Clark; and Surena Fish. The following emailed public comment: (1) Kurt Hudson; (2) Curt Holland; and (3) Dean Fletcher.

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.

Mrs. Yocum noted corrections to the minutes and requested approval as amended.

Council Member Boelen made a motion, seconded by Council Member Becker, to approve the Consent Agenda as amended with the exception of Item 7.J.

Item 7.A. Consideration and Action to Approve the Minutes of the May 8, 2023, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action to Approve Bills and Payroll in the Amount of \$16,182,747.27, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and Action to Approve Reappointments to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Reappointments be approved.)

Item 7.D. Consideration and Action to Approve a Change Order with Rush Truck Centers totaling \$31,358 with \$12,358 for Purchase Order 20210435 and \$19,000 for Purchase Order 20210436 for the Purchase of Five Dump Trucks, as requested by the Public Works Department. (Recommended Motion: The proposed Change Order be approved.)

Item 7.E. Consideration and Action to Approve a Change Order to Purchase Order Number #20230006 for the Fiscal Year 2023 Water Meter Installation Program from Ferguson US Holdings Inc., in the Amount of \$111,080.42, as requested by the Public Works Department. (Recommended Motion: The proposed Change Order be approved.)

Item 7.F. Consideration and Action to Approve the Purchase of a 2022 Chevrolet 5500 Chassis with a Versalift Model SST40EIH Areal from Versalift, A Time Manufacturing Company, in the Amount of \$183,267, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.G. Consideration and Action to Approve the Purchase of a 2023 Komatsu WA200-8 Wheel Loader from Roland Machinery, in the Amount of \$222,315, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.H. Consideration and Action to Approve an Agreement between the City of Bloomington and Cloudpoint Geographics, Inc. for GIS Services (RFQ #2022-25) in the Amount of \$221,950, as requested by the Information Technology Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.I. Consideration and Action to Approve an Amendment to the Contract with Tyler Technologies for Annual Maintenance of the Enterprise Public Safety Suite and the Addition of the Enforcement Mobile Solution in the Amount of \$191,897.56, as requested by the Police Department. (Recommended Motion: The proposed Contract Amendment be approved.)

Item 7.J. was pulled from the Consent Agenda by Council Member Kearns.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Crumpler
Motion carried.

Items Removed from Consent Agenda

The following item was presented:

Item 7.J. Consideration and Action on an Ordinance Authorizing the Expenditure of the Opioid Settlement Funds in Accordance with the National Opioid Crisis Class Action Lawsuits, as requested by the Legal Department.

Council Member Kearns recognized the Item including discussing funding expected, as well as other benefits of the program.

Deputy City Manager Jeff Jurgens noted that approximately \$800,000 would be awarded. He shared examples of software and technologies that had been purchased or were planned to be purchased with the funds to assist in combatting opioid issues in the City. He explained plans for partnering with local service agencies to further improve resources.

Council Member Boelen and Mr. Jurgens discussed how multiple local municipalities received funds including the ability to fund local services.

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

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Crumpler
Motion carried.

ORDINANCE NO. 2023 - 053

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF THE OPIOID SETTLEMENT FUNDS IN ACCORDANCE WITH THE NATIONAL OPIOID CRISIS CLASS ACTION LAWSUITS

Regular Agenda

The following item was presented:

Item 8.A. Consideration and Action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year (FY) Ending April 30, 2024, to Allocate ARPA (American Rescue Plan Act) Funds in the amount of \$ 3,089,765, and increasing the FY 2024 General Fund Budget by \$7,342,138.66, Water Fund budget by \$3,018,962.82, Sanitary Sewer Fund Budget by \$2,711,587.42, Storm Water Fund Budget by \$2,711,587.42, and, 2) an Ordinance Authorizing a Construction Agreement Between the City of Bloomington and Stark Excavating, Inc., for the Locust Street CSO Elimination and Water Main Replacement Phases 4 & 5 (Bid #2023-36), in the Amount of \$8,442,137.66, as requested by the Public Works Department.

City Manager Tim Gleason introduced the Item, provided a brief history, and explained the previous Council's desire to combine Phases of the project to expedite the timeline.

Council Member Danenberger stressed the importance of fulfilling the commitment made to the residents of East Gate Subdivision by the previous Council.

Council Member Danenberger made a motion, seconded by Council Member Montney, to approve the Item as presented with an amendment to increase the Budget

Amendment Ordinance by an additional \$2 million and an amendment to the Contract Ordinance awarding the base bid and all three alternate bids for a total of \$10.8 million.

Council Member Crumpler confirmed with Council Member Danenberger his intent to allocate the funds to fulfill the entire commitment. The two discussed that the project may not meet the expedited timeline considering the additional work.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Crumpler
Motion carried.

ORDINANCE NO. 2023 - 054
AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND STARK EXCAVATING, INC., FOR THE LOCUST STREET CSO ELIMINATION AND WATER MAIN REPLACEMENT PHASES 4 & 5 (Bid #2023-36), IN THE AMOUNT OF \$10,799,316.25

ORDINANCE NO. 2023 - 055
AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2024

The following item was presented:

Item 8.B. Presentation and Discussion of American Rescue Plan Act (ARPA) Socio-Economic Non-Profit Grant Program Award Recipients and Additional Program Status, as requested by the Administration Department and the Economic & Community Development Department.

City Manager Gleason introduced the Item and recognized Melissa Hon, Economic & Community Development Director, for her and her Department's work on the American Rescue Plan Act ("ARPA") Grant programs.

Ms. Hon provided a brief overview of the ARPA Grant Program to date, as well as staff's efforts to advertise the programs. She listed six Non-Profit Grant Award recipients and discussed the Small Business Rehabilitation Grant. She provided an update on remaining grant funding and shared the number of applications received for the Affordable Housing Grant, as well as the number denied, and that no funds had yet been awarded. She concluded her presentation by noting that the Department of Housing and Urban Development ("HUD") had updated income requirements and that it could expand applicant pools in the future.

Council Member Ward and Ms. Hon discussed the geographic area for eligibility requirements for the Grant programs.

Council Member Boelen expressed her appreciation for residents to be able to age in their homes and that there was assistance to maintain their homes.

The following item was presented:

Item 8.C. Consideration and Action on an Ordinance Approving a Redevelopment Agreement by and between the City of Bloomington, Illinois and 402 E. Washington, LLC, as requested by the Economic & Community Development Department.

City Manager Gleason provided a brief history of the Item and noted no changes from the Item previously presented at the May 22, 2023, Council meeting. He appreciated the community's passion and involvement in discussions of the proposed development. He

discussed benefits of the redevelopment, if approved, and noted that Council would have multiple high-dollar items to consider within the first six months of their position.

Council Member Boelen made a motion, seconded by Council Member Becker, to amend Council discussion time by 20 minutes.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council Member Becker echoed appreciation of the community's passion and explained Council's responsibility to consider all input and determine what made a positive impact.

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

Council Member Boelen noted the community would benefit from additional education on Tax Increment Finance (TIF) Districts.

Council Member Ward and Mayor Mwilambwe discussed whether an additional staff presentation would be provided.

Council Member Crumpler made a motion, seconded by Council Member Ward, to amend the Motion on the floor to include amending the applicable contract on page five under Item H. to include "the Developer guarantees to pay prevailing wage" and "the City shall develop a plan to provide financial support for the Developer to pay the prevailing wage".

Council Member Boelen called Point of Order. She stated that part two of the amendment was not germane to the Item.

Mayor Mwilambwe recognized the Point of Order and stated that Council Member Crumpler could make the motion. He then explained parliamentary procedure for considering the motions on the floor.

Council Member Hendricks supported the amendment. He and City Manager Gleason discussed the additional commitment of a \$2 million would need to be paid by the City if prevailing wage was required. Deputy City Manager Tyus reported that the Developer had stated that if prevailing wage became required, the project would become unfeasible.

Council Member Montney discussed the opportunity cost of the redevelopment and the amount of taxpayer funds that would be required to fill the gap in prevailing wage. She supported the Item as originally presented.

Council Member Boelen discussed the Prevailing Wage Act as it related to government-sponsored projects versus private developments.

Council Member Ward was excited about the interest in the redevelopment, however, felt compelled that it was not in the best interest of the City as it would not create affordable housing or support a prevailing wage. She was disheartened the Developer would not consider compromising. She expressed interest in standardizing prevailing wage and apprenticeship language in all City development agreements.

Council Member Crumpler described how adding a prevailing wage would enrich the community.

Council Member Kearns discussed how approval of the Item was not a loss of affordable housing and vice versa. She stressed her commitment to affordable housing, and shared that she was pro-development. She and City Manager Gleason then discussed future project labor agreements and concerns.

Council Member Hendricks supported efforts of future agreements and pointed out it would not resolve the issue with current project. He discussed feedback from Ward 6 constituents and shared that he would vote against the Item as currently presented. He acknowledged the need for housing at all levels to address the housing shortage. He expressed interest in additional open communication between the City, Developers, and stakeholders.

Mayor Mwilambwe directed the Clerk to call roll on the Motion to Amend:

AYES: Danenberger, Ward, Crumpler

NAYES: Kearns, Boelen, Montney, Becker, Hendricks

Motion failed.

Mayor Mwilambwe directed the Clerk to call roll on the Original Motion:

AYES: Kearns, Boelen, Montney, Danenberger, Becker

NAYES: Hendricks, Ward, Crumpler

Motion carried.

ORDINANCE NO. 2023 - 052

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND 402 E. WASHINGTON, LLC

City Manager's Discussion

City Manager Gleason discussed multiple upcoming events in Downtown. He then recognized new Corporation Counsel, Chris Spanos, and briefly described his experience. Mr. Spanos thanked Council and City Manager Gleason for the opportunity and that he looked forward to working with everyone.

Mayor's Discussion

Mayor Mwilambwe welcomed Mr. Spanos. He expressed appreciation for the community's passion and for being able to have healthy discussions. He shared that he was excited to work with local partners in the community on future labor agreements and reiterated his commitment to the process.

Council Member's Discussion

Council Member Hendricks discussed participating in a recent day camp's Advocacy Day where the 4th, 5th, and 6th graders learned about how to advocate for change in their community. He shared that the group picked an area of passion (green space) and then sought petition signatures in Downtown to pursue their passion. He then presented the petition to the Mayor.

Council Member Crumpler discussed a Memorial event he recently attended that honored the only Revolutionary War soldier to be buried in Bloomington, David Haggart.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried (viva voce).

The meeting adjourned at 8:09 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

DRAFT



CONSENT AGENDA ITEM NO. 8.B.

FOR COUNCIL: July 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Bills and Payroll in the Amount of \$8,379,048.56, 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 \$8,379,048.56 (Payroll total \$3,205,745.83, Accounts Payable total \$5,161,803.93, Bank Transfers total \$11,498.80).

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 |
|-----------------------|-----------------|-----------------------|------------------------|
| 6/30/2023 | \$ 2,593,918.87 | \$ 434,314.55 | \$ 3,028,233.42 |
| 6/21/23-6/30/23 | \$ 177,591.79 | \$ (79.38) | \$ 177,512.41 |
| Off Cycle Adjustments | | | |
| PAYROLL TOTAL | | | \$ 3,205,745.83 |

ACCOUNTS PAYABLE (WIRES)

| Date | Bank | Total |
|-----------------|-------------------|------------------------|
| 7/10/2023 | AP General | \$ 5,002,167.02 |
| 7/10/2023 | AP JMScott | \$ 5,000.00 |
| 7/10/2023 | AP Comm Devel | \$ 533.12 |
| | AP IHDA | |
| 7/10/2023 | AP Library | \$ 28,767.73 |
| 7/10/2023 | AP MFT | \$ 21.13 |
| 6/22/23-6/29/23 | Out of Cycle | \$ 125,314.93 |
| 5/3/23-6/30/23 | AP Bank Transfers | \$ 11,498.80 |
| AP TOTAL | | \$ 5,173,302.73 |

PCARDS

Date Range

PCARD TOTAL

| | |
|--------------------|------------------------|
| GRAND TOTAL | \$ 8,379,048.56 |
|--------------------|------------------------|

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.C.

FOR COUNCIL: July 10, 2023

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Reappointment 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 reappointment of:

Connect Transit Board: Linda Foster to the Connect Transit Board. Linda's reappointment is effective immediately, with an expiration date of 6-30-27. The application is 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 1B Connect Transit Roster](#)

Connect Transit Board - Bloomington Appointments

| Status | First Name | Last Name | Expiration | Re/Appointment Date | Year First Appointed |
|--------|------------|------------|------------|---------------------|----------------------|
| Active | Ryan | Whitehouse | 6/30/2024 | 7/13/2020 | 2012 |
| Active | Judy | Buchanan | 6/30/2025 | 6/28/2021 | 2009 |
| Active | Linda | Foster | 6/30/2023 | 4/13/2020 | 2020 |
| Active | Barbara | Singer | 6/30/2026 | 6/27/2022 | 2022 |



CONSENT AGENDA ITEM NO. 8.D.

FOR COUNCIL: July 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of a 2024 Chevrolet Silverado 2500HD (Unit 849) from National Auto Fleet Group, in the Amount of \$50,268.89, as requested by the Public Works Department and the Parks & Recreation 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: If approved, the City will purchase a 2024 Chevrolet Silverado 2500HD through the Sourcewell joint purchasing contract and use it to replace Unit 849, which is a 2012 Ford F-250. This unit is normally used daily to haul large mowers for park maintenance, for the beautification of medians and boulevards, and to haul other supplies throughout the City to all parks. In the winter, it is used to plow snow on the City's parking lots managed by the Parks and Recreation Department. The snowplow from the replaced unit will be retained and mounted on the new unit.

The current unit is 11 years old and has 52,458 miles of use. The maintenance cost to date is \$8,025.10. Repair issues with this unit have included brakes, tires, cracked exhaust manifold, HVAC system, wheel sensor, chassis electrical issues, snowplow repairs, window regulator, and steering and suspension. Staff requests that the 2012 Ford F-250 be declared surplus and sold on a public, online auction where it is estimated to sell for approximately \$10,400.

The City is utilizing the Sourcewell Contract (Contract: #091521-NAF - valid through 11/8/2025) under which Sourcewell has negotiated with vendors for lower costs for fleet vehicles and equipment and followed all appropriate public entity procurement guidelines for formal solicitation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase a 2024 Chevrolet Silverado 2500HD (Unit 849) from National Auto Fleet Group, in the Amount of \$50,268.89. This will be purchased utilizing the Parks Maintenance-Capital Outlay Licensed Vehicle Cash account (10014110-72130). The total budgeted for this item is \$54,912. Stakeholders can locate this vehicle in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 187 and the FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement" on page

93.

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 NE-2 (Create a park and green space system that protects the environment and provides for a variety of active and passive recreational activities for current and future residents of Bloomington), Objective NE-2.1 (Increase the diversity, quality, and quantity of tree cover and greenery throughout the City)

Respectfully submitted for consideration.

Prepared by: Rob Kroner, Superintendent of Fleet Management

ATTACHMENTS:

[PW 3B Quote](#)

[PW 3C Photo](#)

[PW 3D Sourcewell Contract #091521](#)



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

6/13/2023

Quote ID: **34350**

Order Cut Off Date: **TBA**

Rob Krones
City of Bloomington
Fleet Management
336 South Main st
Bloomington , Illinois, 61701

Dear Rob Krones,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck 8.2' Box,) and delivered to your specified location, each for

| | One Unit (MSRP) | One Unit | Total % Savings | Total Savings |
|----------------|-----------------|-------------|-----------------|---------------|
| Contract Price | \$52,293.00 | \$50,268.89 | 3.871 % | \$2,024.11 |
| Tax (0.0000 %) | | \$0.00 | | |
| Tire fee | | \$0.00 | | |
| Total | | \$50,268.89 | | |

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

| EMISSIONS | |
|---------------------------|---|
| Code | Description |
| FE9 | Emissions, Federal requirements |
| ENGINE | |
| Code | Description |
| L8T | Engine, 6.6L V8, (STD) |
| TRANSMISSION | |
| Code | Description |
| MKM | Transmission, Allison 10-Speed automatic, (STD) |
| AXLE | |
| Code | Description |
| GT4 | Rear axle, 3.73 ratio |
| PREFERRED EQUIPMENT GROUP | |
| Code | Description |
| 1WT | Work Truck Preferred Equipment Group, includes standard equipment |
| WHEELS | |
| Code | Description |
| PYN | Wheels, 17" (43.2 cm) painted steel, Silver, (STD) |
| TIRES | |
| Code | Description |
| QHQ | Tires, LT245/75R17E all-season, blackwall, (STD) |
| SPARE TIRE | |
| Code | Description |
| ZHQ | Tire, spare LT245/75R17E all-season, blackwall, (STD) |
| PAINT | |
| Code | Description |
| GAZ | Summit White |
| SEAT TYPE | |
| Code | Description |
| AZ3 | Seats, front 40/20/40 split-bench, (STD) |
| SEAT TRIM | |
| Code | Description |
| H2G | Jet Black, Vinyl seat trim |
| RADIO | |
| Code | Description |
| IOR | Audio system, Chevrolet Infotainment 3 system, (STD) |
| ADDITIONAL EQUIPMENT | |

| Code | Description |
|------------------|--|
| PCV | WT Convenience Package, includes (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control |
| PQA | WT/CX Safety Package, Includes (V46) Chrome front bumper and (VJH) Chrome rear bumper. |
| VYU | Snow Plow Prep/Camper Package, includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. |
| NQH | Transfer case, two-speed active, electronic Autotrac with push button control |
| KW5 | Alternator, 220 amps |
| JL1 | Trailer brake controller, integrated |
| NZZ | Skid Plates, protect the oil pan, front axle and transfer case |
| V46 | Bumper, front chrome |
| VJH | Bumper, rear chrome |
| VQO | LPO, Black work step, (dealer-installed) |
| DWI | Mirrors, outside power-adjustable vertical trailing with heated and auto-dimming upper glass, Includes (DD8) auto-dimming rearview mirror. |
| AKO | Glass, deep-tinted |
| CGN | Chevytec spray-on bedliner, Black (does not include spray-on liner on tailgate due to Black composite inner panel) |
| QT5 | Tailgate, gate function manual with EZ Lift, includes power lock and release |
| B30 | Floor covering, color-keyed carpeting |
| B32 | Floor mats, rubberized vinyl, front |
| N33 | Steering column, Tilt-Wheel, manual, (Beginning February 27, 2023 through June 4, 2023, certain vehicles will be forced to include (N37) manual tilt/telescoping steering column that will remove the (N33) Tilt-Wheel manual steering column. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.) |
| K34 | Cruise control, electronic, with set and resume speed, steering wheel-mounted |
| KI4 | Power outlet, interior, 120-volt, (400 watts shared with (KC9) bed mounted power outlet) |
| KC9 | Power outlet, bed mounted, 120-volt, (400 watts shared with (KI4) interior power outlet) |
| C49 | Defogger, rear-window electric |
| DD8 | Mirror, inside rearview auto-dimming |
| UD7 | Rear Park Assist |
| UFG | Rear Cross Traffic Alert |
| UKC | Lane Change Alert with Side Blind Zone Alert |
| R9L | Deleted 3 Years of Remote Access |
| 8S3 | Back-up alarm, 97 decibels |
| 5H1 | Key equipment, two additional keys for single key system, Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) |
| BODY CODE | |
| Code | Description |
| E63 | Durabed, pickup bed, (STD) |
| GVWR | |
| Code | Description |
| JGB | GVWR, 10,250 lbs. (4649 kg), (STD) |

2024 Fleet/Non-Retail Chevrolet Silverado 2500HD 4WD Reg Cab 142" Work Truck 8.2' Box

WINDOW STICKER

| 2024 Chevrolet Silverado 2500HD 4WD Reg Cab 142" Work Truck 8.2' Box | | |
|--|--|-------------|
| CODE | MODEL | MSRP |
| CK20903 | 2024 Chevrolet Silverado 2500HD 4WD Reg Cab 142" Work Truck 8.2' Box | \$46,200.00 |
| OPTIONS | | |
| FE9 | Emissions, Federal requirements | \$0.00 |
| L8T | Engine, 6.6L V8, (STD) | \$0.00 |
| MKM | Transmission, Allison 10-Speed automatic, (STD) | \$0.00 |
| GT4 | Rear axle, 3.73 ratio | \$0.00 |
| 1WT | Work Truck Preferred Equipment Group, includes standard equipment | \$0.00 |
| PYN | Wheels, 17" (43.2 cm) painted steel, Silver, (STD) | \$0.00 |
| QHQ | Tires, LT245/75R17E all-season, blackwall, (STD) | \$0.00 |
| ZHQ | Tire, spare LT245/75R17E all-season, blackwall, (STD) | \$0.00 |
| GAZ | Summit White | \$0.00 |
| AZ3 | Seats, front 40/20/40 split-bench, (STD) | \$0.00 |
| H2G | Jet Black, Vinyl seat trim | \$0.00 |
| IOR | Audio system, Chevrolet Infotainment 3 system, (STD) | \$0.00 |
| PCV | WT Convenience Package, includes (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control | \$800.00 |
| PQA | WT/CX Safety Package, Includes (V46) Chrome front bumper and (VJH) Chrome rear bumper. | \$845.00 |
| VYU | Snow Plow Prep/Camper Package, includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. | \$300.00 |
| NQH | Transfer case, two-speed active, electronic Autotrac with push button control | \$200.00 |
| KW5 | Alternator, 220 amps | INC |
| JL1 | Trailer brake controller, integrated | \$275.00 |
| NZZ | Skid Plates, protect the oil pan, front axle and transfer case | INC |
| V46 | Bumper, front chrome | INC |
| VJH | Bumper, rear chrome | INC |
| VQO | LPO, Black work step, (dealer-installed) | \$495.00 |
| DWI | Mirrors, outside power-adjustable vertical trailing with heated and auto-dimming upper glass, Includes (DD8) auto-dimming rearview mirror. | \$530.00 |
| AKO | Glass, deep-tinted | INC |
| CGN | Chevytec spray-on bedliner, Black (does not include spray-on liner on tailgate due to Black composite inner panel) | \$545.00 |
| QT5 | Tailgate, gate function manual with EZ Lift, includes power lock and release | INC |
| B30 | Floor covering, color-keyed carpeting | \$100.00 |
| B32 | Floor mats, rubberized vinyl, front | INC |
| N33 | Steering column, Tilt-Wheel, manual, (Beginning February 27, 2023 through June 4, 2023, certain vehicles will be forced to include (N37) manual tilt/telescoping steering column that will remove the (N33) Tilt-Wheel manual steering column. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.) | \$0.00 |
| K34 | Cruise control, electronic, with set and resume speed, steering wheel-mounted | INC |
| KI4 | Power outlet, interior, 120-volt, (400 watts shared with (KC9) bed mounted power outlet) | \$225.00 |
| KC9 | Power outlet, bed mounted, 120-volt, (400 watts shared with (KI4) interior power outlet) | INC |
| C49 | Defogger, rear-window electric | INC |
| DD8 | Mirror, inside rearview auto-dimming | INC |
| UD7 | Rear Park Assist | INC |
| UFG | Rear Cross Traffic Alert | INC |
| UKC | Lane Change Alert with Side Blind Zone Alert | INC |
| R9L | Deleted 3 Years of Remote Access | (\$300.00) |

| | | |
|-----|--|----------|
| 8S3 | Back-up alarm, 97 decibels | \$138.00 |
| 5H1 | Key equipment, two additional keys for single key system, Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) | \$45.00 |
| E63 | Durabed, pickup bed, (STD) | \$0.00 |
| JGB | GVWR, 10,250 lbs. (4649 kg), (STD) | \$0.00 |

Please note selected options override standard equipment

| | |
|---------------------------------|--------------------|
| SUBTOTAL | \$50,398.00 |
| Advert/ Adjustments | \$0.00 |
| Manufacturer Destination Charge | \$1,895.00 |
| TOTAL PRICE | \$52,293.00 |

Est City: N/A MPG
 Est Highway: N/A MPG
 Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

| |
|--|
| |
| |
| |
| |

Standard Equipment

MECHANICAL

| |
|---|
| Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD) |
| Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.) |
| Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.) |
| Durabed, pickup bed (STD) |
| GVWR, 10,250 lbs. (4649 kg) (STD) (Included and only available with CK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.) |

EXTERIOR

| |
|--|
| Wheels, 17" (43.2 cm) painted steel, Silver (STD) |
| Tires, LT245/75R17E all-season, blackwall (STD) |
| Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.) |

ENTERTAINMENT

| |
|---|
| Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD) |
|---|

INTERIOR

| |
|--|
| Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD) |
|--|

ADDITIONAL EQUIPMENT

| |
|---|
| Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.) |
| Push Button Start |
| Air filter, heavy-duty |
| Air filtration monitoring |
| Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.) |
| Auto-locking rear differential |
| Four wheel drive |
| Cooling, external engine oil cooler |
| Cooling, auxiliary external transmission oil cooler |
| Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.) |
| Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.) |
| Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section |
| Recovery hooks, front, frame-mounted, Black |
| Suspension Package |
| Steering, Recirculating Ball with smart flow power steering system |
| Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors |
| Brake lining wear indicator |
| Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.) |
| Exhaust, single, side |
| Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.) |
| Bumpers, front, Black |
| Bumpers, rear, Black |
| CornerStep, rear bumper |

| |
|--|
| BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.) |
| Moldings, beltline, Black |
| Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.) |
| Headlamps, halogen reflector with halogen Daytime Running Lamps |
| IntelliBeam, automatic high beam on/off |
| Taillamps with incandescent tail, stop and reverse lights |
| Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel |
| Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.) |
| Mirror caps, Black |
| Glass, solar absorbing, tinted |
| Tailgate, standard (Deleted with (ZW9) pickup bed delete.) |
| Tailgate and bed rail protection cap, top |
| Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.) |
| Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.) |
| Door handles, Black grained |
| Audio system feature, 2-speakers (Requires Regular Cab model.) |
| Wireless phone projection for Apple CarPlay and Android Auto |
| Bluetooth for phone connectivity to vehicle infotainment system |
| Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.) |
| Vinyl seat trim |
| Seat adjuster, driver 4-way manual |
| Seat adjuster, passenger 4-way manual |
| Floor covering, rubberized-vinyl (Not available with LPO floor liners.) |
| Steering wheel, urethane |
| Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure |
| Driver Information Center, 3.5" diagonal monochromatic display |
| Exterior Temperature Display located in radio display |
| Compass located in instrument cluster |
| Window, power front, drivers express up/down |
| Window, power front, passenger express down |
| Door locks, power |
| Remote Keyless Entry with 2 transmitters |
| USB Ports, 2, Charge/Data ports located on instrument panel |
| Power outlet, front auxiliary, 12-volt |
| Air conditioning, single-zone |
| Mirror, inside rearview, manual tilt |
| Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted |
| Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.) |
| Automatic Emergency Braking |
| Front Pedestrian Braking |
| StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist |
| Daytime Running Lamps with automatic exterior lamp control |
| Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.) |
| OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.) |
| HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.) |
| Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.) |

| |
|---|
| Lane Departure Warning |
| Following Distance Indicator |
| Forward Collision Alert |
| Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu |
| Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver |
| Tire Pressure Monitoring System |
| 3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.) |
| Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.) |



**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.



CONSENT AGENDA ITEM NO. 8.E.

FOR COUNCIL: July 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Three-Year Intergovernmental Agreement with the Ecology Action Center (EAC) for the Stormwater Education Program, in the Amount of \$22,226, from February 2023 to January 2024, with Future Periods in the Amount of \$22,226, Plus a Maximum 3% Increase from the Previous Year, from February 2024 to January 2025 and from February 2025 to January 2026, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Intergovernmental Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 1c. Engaged residents that are well informed and involved in an open governance process

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

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

BACKGROUND: The Intergovernmental Agreement ("IGA") includes the Town of Normal ("Town"), County of McLean ("County"), and Bloomington-Normal Water Reclamation District ("BNWRD"). To cover the annual contract cost of the program, the City and Town will pay \$22,226 each, BNWRD will pay \$6,726, and the County will pay \$3,234, for a total of \$54,412 per year. The total cost of the contract for all four entities over the course of three years will not exceed \$168,182.05, which includes a maximum 3% increase from the previous year in 2024 and 2025. The agreement is retroactive to February 1, 2023, and ends on January 31, 2026. The annual payment is adjusted each year by the lesser of 3% or the percentage increase in the *Consumer Price Index All Urban Consumers All Items Chicago Area* published by the U.S. Department of Labor Bureau of Labor Statistics.

The proposed IGA is a cost-effective way to pool resources from the City, Town, County, and BNWRD to fill a multitude of needs for stormwater education programs. Rather than each taxing body preparing and paying for its own programs, the taxing bodies jointly contract with the EAC to provide competent, consistent outreach across McLean County. The shared distribution of costs is determined based on the number of stormwater systems under each taxing body and participation in the Sugar Creek Stewards program by the City, Town, and BNWRD.

City Council approved a similar IGA on January 24, 2022, but the new IGA supersedes that agreement in its entirety and includes the following additions to the program:

- Design and install 1-2 educational/interpretative signs each at public sites for the City, Town, BNWRD, and the County on Best Management Practices ("BMP") for water protection such as riparian buffers.
- Coordinate public events demonstrating clean water BMPs with other area partners.
- Coordinate wildlife monitoring with biology intern at Sugar Creek restoration sites with guidance from Illinois State University Department of Biology and publicize the findings. Educate the public about local wildlife utilizing riparian areas.
- Conduct seasonal chloride monitoring of Sugar Creek through the Illinois River Watch Network.
- Act as supplemental prescribed burn crew personnel for the City, Town, BNWRD, and/or County upon request where scheduling allows.
- Assist McLean County Soil and Water Conservation District in the development and implementation of a Sugar Creek watershed plan to include the above activities as urban stormwater improvement strategies.

The City is currently regulated by the U.S. Environmental Protection Agency (EPA) and the Illinois Environmental Protection Agency ("IEPA") regarding stormwater management through the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit process. The permit requires the City to take specific steps to reduce stormwater pollution, which might take the form of reducing pesticides from lawns, sediment from construction sites, plastic bottles, etc. Many of these contaminants pollute waterways, thereby discouraging recreational use of the resource, contaminating drinking water supplies, and interfering with the habitat for fish, other aquatic organisms, and wildlife. As a part of these regulations, the IEPA requires both educational outreach and citizen involvement regarding stormwater runoff. The EAC will provide multiple community initiatives to fill this need, such as clean water educational programs in Bloomington-Normal schools and storm drain inlet stenciling. The accomplishments of the stormwater education and outreach programs performed by the EAC in 2022 is included in the attached annual report.

The EAC, located in Normal, has been a vital partner in providing public education services, research, and high-level planning on an array of issues, including solid waste, stormwater, recycling, household hazardous waste collection, energy efficiency, and air quality. The EAC has filled gaps in service as it relates to organizing, for example, the periodic acceptance of household hazardous waste. Its website, ecologyactioncenter.org, serves as a clearinghouse of information, and its work stands out for quality and reliability. Among its services, the EAC keeps abreast of regulations and files mandatory reports to the IEPA on behalf of the City, Town, and County. In contracting with the agency, the three governments avoid duplication of services.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, \$22,226 will be paid out of the Storm Water Fund - Other Purchased Services account (53103100-70690). Stakeholders can locate information on this account in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on page 153. Amounts for this expenditure are also included in the 'Future Years' of the FY 2024 Storm Water Fund budget and Public Works will include the FY 2025 and FY 2026 amounts in their respective budget year submissions.

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 NE-1. (Protect and conserve the community’s vital natural resources), Objective NE-1.1 (Identify and protect sensitive environmental areas and promote conservation of habitats and native species); Goal NE-3. (Reduce environmental pollutants), Objective NE-3.2 (Identify and reduce water pollutants); Goal NE-4. (Increase cooperation and coordination among governments, nonprofits, and businesses across the region to address shared environmental issues), Objective NE-4.1. (Continue to protect greenways at the regional level), Objective NE-4.2. (Continue to participate in regional efforts to establish a sustainable and responsible water supply), Objective NE-4.3. (Increase education, awareness, and public involvement on environmental issues); Goal UEW-1. (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.3. (Work cooperatively with other public and private utility service providers operating in the City to address mutual concerns and needs), Objective UEW-1.6. (Continue to participate in regional efforts to establish a sustainable and responsible water supply), 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); and Goal UEW-3. (Education and increase public awareness regarding utility, energy, and water issues), Objective UEW-3.1. (Provide educational and engagement opportunities for the community through forums and educational activities)

Respectfully submitted for consideration.

Prepared by: Michael Hill, Management Analyst

ATTACHMENTS:

[PW 1B IGA](#)

[PW 1C 2022 Annual Report](#)

AMENDED AGREEMENT FOR STORMWATER EDUCATION PROGRAM SERVICES

This agreement is entered into this 1st day of February, 2023, between the City of Bloomington, the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District (hereinafter referred to as “City”, “Town”, “County”, and “BNWRD”) and the Ecology Action Center, an Illinois not-for-profit corporation (hereinafter referred to as the “Center”). This agreement supersedes the February 1, 2022 for Stormwater Education Services in its entirety.

A. Purpose of This Agreement

The purpose of this agreement is to establish a framework for the continuing administration and implementation of a stormwater education program, hereafter referred to as the “Program” to include stormwater education programming for the City, Town, County, and BNWRD and assist the City, Town, County, and BNWRD in meeting the public education and outreach requirements of their National Pollution Discharge Elimination System (NPDES) Phase II Stormwater Management Plans.

B. Period of Agreement

The period of this agreement is (3) years commencing on February 1, 2023 and ending on January 31, 2026. Any party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other parties.

Written notice shall be mailed by certified copy to the following address:

For the City:
City Manager
City of Bloomington
115 E Washington St.
Bloomington, IL 61701

For the Town:
City Manager
Town of Normal
11 Uptown Circle
P.O. Box 589
Normal, IL 61761

For the County:
County Administrator
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, IL 61701

With a copy to:
1st Civil Assistant State's Attorney
104 W. Front Street, Room 605
Bloomington, IL 61701

For the BNWRD:
Executive Director
Bloomington-Normal Water Reclamation District
2015 W Oakland Ave
Bloomington, IL 61701

For the Center:
Executive Director
Ecology Action Center
PO Box 97
Normal, IL 61761-0097

C. Services

1. City, Town, County, and BNWRD

The City, Town, County, and BNWRD shall:

- a. provide program guidance and oversight; and
- b. provide funding for the Program in accordance with item "D" of this agreement.

2. Center

The Center shall:

- a. provide the stormwater education services to the City, Town, County, and BNWRD as outlined in the Appendix A, being the Center's proposed Stormwater Education Program; and
- b. complete the following reporting requirements: 1) quarterly progress reports to the City, Town, County, and BNWRD; and 2) segregated annual reports to the City, Town, County, and BNWRD in the form and content required for submittal to the Illinois Environmental Protection Agency.

D. Project Costs:

1. Annual payments of \$22,226 each shall be made by the City and the Town by March 1st, pending receipt of an invoice from the Center by February

- 15th. Beginning January 1, 2024, such annual payment shall be adjusted on January 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.
2. Annual payments of \$3,234 shall be made by the County by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning January 1, 2024, such annual payment shall be adjusted on January 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.
 3. Annual payments of \$6,726 shall be made by BNWRD by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning January 1, 2024, such annual payment shall be adjusted on January 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.

It is understood by all parties that payment in support of this agreement is contingent upon the availability of Program revenue and/or funds provided through the City, Town, County, and BNWRD.

- E. Center shall save and hold the City, Town, County, and BNWRD, (including its officials, agents and employees) free and harmless and indemnify City, Town, County, and BNWRD from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use 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 Center's performance under this agreement.
- F. 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 Center and individual units of local government for additional services.
- G. Center agrees to execute and does hereby represent that the affirmations contained in Exhibit 1 attached hereto are true and correct.

| | |
|--|---------------|
| _____ City of Bloomington | _____ Date |
| _____ Town of Normal | _____ Date |
| _____ McLean County | _____ Date |
| _____ Bloomington-Normal Water Reclamation District | _____ Date |
| _____ Ecology Action Center | _____ Date |

APPENDIX A: Services

The Center shall:

1. Provide the following stormwater education services to the City, Town, County, and BNWRD:
 - a. Ongoing program evaluation
 - b. Perform Clean Water education programs in Bloomington-Normal schools and Tri-Valley Elementary School, Hudson Elementary School, and Towanda Elementary School.
 - c. Provide informational displays at local events (Earth Day, Sugar Creek Arts Festival, Sweet Corn Circus, etc.).
 - d. Conduct the Yard Smart program to promote reduction in use of synthetic fertilizers.
 - e. Support reduction of stormwater runoff through coordination of rain barrel workshops and rain garden workshops.
 - f. Promote and coordinate public involvement in watershed activities such as stream clean up events, storm drain stenciling and promote related programs such as RiverWatch stream monitoring.
 - g. Provide clean water educational efforts in rural areas including the Lake Bloomington community, Towanda and Hudson to encourage proper septic system maintenance, stream buffers, and awareness of stormwater issues.
 - h. Conduct outreach campaigns through social media and traditional media.
 - i. Maintain mCLEANwater.org watershed clearinghouse website as resource for information on local water issues, watershed plans, with online forums of topics related to clean water.
 - j. Coordinate Creek Stewards program on behalf the City, Town and BNWRD. Will recruit, train, and supervise volunteers in removal of exotic weeds and brush along Sugar Creek and other waterways in Bloomington-Normal.
 - k. Design and install 1-2 educational/interpretative signs each at public sites for the City, Town, BNWRD, and the County on Best Management Practices (BMP) for water protection such as riparian buffers.
 - m. Coordinate public event demonstrating clean water BMPs with other area partners.
 - n. Coordinate wildlife monitoring with biology intern at Sugar Creek restoration sites with guidance from Illinois State University Department of Biology and publicize the findings. Educate the public about local wildlife utilizing riparian areas.
 - o. Conduct seasonal chloride monitoring of Sugar Creek through the Illinois River Watch Network..

- p. Act as supplemental prescribed burn crew personnel for the City, Town, BNWRD, and/or County upon request where scheduling allows.
- q. Assist McLean County Soil and Water Conservation District in development and implementation of a Sugar Creek watershed plan to include the above activities as urban stormwater improvement strategies.

2. Provide for the administration of the program to include:

- a. Submission of quarterly progress reports to the City, Town, County, and BNWRD on the activities conducted in compliance with this agreement;
- b. Submission of segregated annual reports to the City, Town, County, and BNWRD, to reflect where practical the separate accomplishments for each entity;
- c. Combining of relevant programs as appropriate in order to avoid duplication and reduce costs and time;
- d. Submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
- e. Invoices for services performed in accordance with item "D" of this agreement.

APPENDIX B:: Program Budget

| EXPENSES | subtotal 2023 |
|--|------------------|
| Clean Water School program | \$ 7,618 |
| Staff time in classroom | \$ 3,090 |
| Coordination | \$ 1,854 |
| Travel to schools | \$ 824 |
| Program supplies | \$ 309 |
| Printing | \$ 515 |
| Cups for sending message home | \$ 1,026 |
| Yard Smart Program | \$ 10,382 |
| <i>Rain Barrel Workshops</i> | \$ 3,090 |
| <i>Yard Smart Garden Walk</i> | \$ 2,657 |
| <i>yard walk food</i> | \$ 515 |
| <i>Coordination</i> | \$ 1,236 |
| <i>Promotion</i> | \$ 1,030 |
| <i>Printing</i> | \$ 412 |
| <i>Supplies</i> | \$ 618 |
| <i>Demonstration Landscaping maintenance</i> | \$ 824 |
| Community involvement: Volunteer Stream Clean-up, Storm Stenciling Program, Clean Water Field Day, etc. | \$ 6,118 |
| <i>Staff time</i> | \$ 4,449 |
| <i>Travel</i> | \$ 330 |
| <i>Stencils</i> | \$ 824 |
| <i>Supplies</i> | \$ 515 |
| Sugar Creek Stewardship Program | \$ 17,373 |
| <i>Sugar Creek Stewards workdays</i> | \$ 1,339 |
| <i>prep, planning, maintenance</i> | \$ 927 |
| <i>Sugar Creek Stewards coordination</i> | \$ 4,429 |
| <i>Herbicide</i> | \$ 1,030 |
| <i>tools, sprayers</i> | \$ 618 |
| <i>seed and plant plugs</i> | \$ 1,030 |
| <i>riparian wildlife monitoring with ISU</i> | \$ 6,000 |
| <i>interpretive signage</i> | \$ 2,000 |
| Sugar Creek Watershed plan | \$ 1,000 |
| Presentations /Information tables | \$ 2,060 |
| Media campaign, newsletters, displays | \$ 4,120 |
| McLean County Watershed Forum website | \$ 1,030 |
| Administrative Overhead | \$ 6,180 |
| TOTAL | \$ 55,881 |

| REVENUE | |
|---|------------------|
| Contractual funding | \$ 54,411 |
| <i>City of Bloomington</i> | \$ 22,226 |
| <i>Town of Normal</i> | \$ 22,226 |
| <i>McLean County Highway Department</i> | \$ 3,234 |
| <i>BNWRD</i> | \$ 6,726 |
| Workshop Fees | \$ 1,470 |
| TOTAL | \$ 55,881 |

Exhibit 1

Contractor Certification

Contractor on behalf of contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal, City of Bloomington, County of McLean, and BNWRD to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. Contractor certifies that no Town of Normal, City of Bloomington, County of McLean, and BNWRD officer or employee has any interest in the proceeds of this contract.
2. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal, City of Bloomington, County of McLean, and BNWRD.
7. Contractor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1 et.seq.) and is in compliance with the act on the effective date of this contract.
8. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
9. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.

10. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
11. Contractor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/ et.seq.) that steel products used or supplied in the performance of this contract are manufactured or produced in the United States.
12. Contractor certifies that same is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/ et seq.)
13. Contractor certifies that same is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/ et seq.)
14. Contractor certifies that same is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/et seq.)
15. Contractor certifies that for public works contracts exceeding one hundred thousand dollars (\$100,000) in value contractor is in compliance with the Town of Normal Responsible Bidder Ordinance which requires Contractor to participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. (This provision shall not apply to federally funded projects if such application would jeopardize the receipt of use of federal funds in support of such project.)
16. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)

Contractor: _____

Date: _____

STORM WATER EDUCATION PROGRAM FOR BLOOMINGTON-NORMAL & MCLEAN COUNTY 2022 ANNUAL REPORT



THE ECOLOGY ACTION CENTER COMPLETED THE FOLLOWING TASKS AS PART OF THE STORM WATER EDUCATION AND PUBLIC PARTICIPATION PROGRAM AGREEMENT OF FEBRUARY 1, 2019.

2022 TOTAL REACH: 240,998 INTERACTIONS

DIRECT (PROGRAMS, EVENTS, PHONE INQUIRIES): 1,172

MEDIA (NEWSPAPER, RADIO, SOCIAL MEDIA, WEB): 239,826

3RD GRADE CLEAN WATER CLASSROOM PROGRAMS

- EAC provided clean water education programs to 13 third grade classrooms in Bloomington, presenting to 250 students at 5 schools.
 - Pepper Ridge Elementary School; 2 classes, 38 students
 - Cedar Ridge Elementary; 4 classes, 76 students
 - Trinity Lutheran Elementary; 2 classes; 27 students
 - Corpus Christi Elementary; 2 classes, 45 students
 - Bent Elementary; 3 classes, 64 students
- EAC provided clean water education programs to 8 third grade classrooms in Normal, presenting to 143 students at 4 schools.
 - Colene Hoose Elementary; 3 classes, 49 students
 - Northpoint Elementary; 1 class, 19 students
 - Northpoint Elementary; 3 classes, 56 students
 - Thomas Metcalf Elementary; 1 class, 19 students
- EAC provided clean water education programs to 9 third grade classrooms in McLean County, presenting to 185 students at 3 schools.
 - Tri Valley Elementary School; 4 classes, 81 students
 - Heyworth Elementary; 3 classes, 63 students
 - Hudson Elementary; 2 classes, 41 students

EDUCATIONAL EVENTS – COMMUNITY-WIDE

- Staff presented to 42 congregants at New Covenant Community Church on engagement opportunities, including opportunities for congregants to participate in clean water activities like storm drain stenciling and Sugar Creek Stewards.

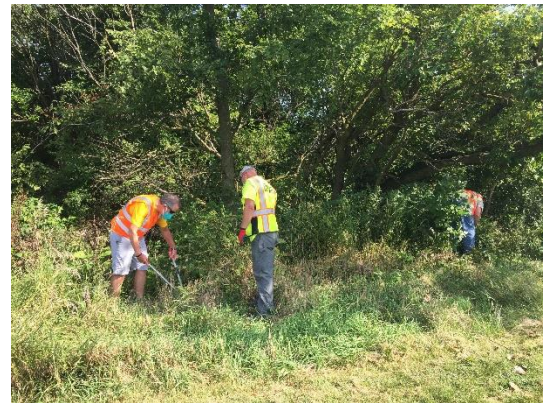
- Presented about clean water virtually to 54 fifth grade students from three classrooms at Sheridan Elementary school.
- Presented about water pollution and stormwater runoff to 16 kids at the Children's Discovery Museum's Earth Day Camp.
- Project Oz borrowed trash grabbers to do community clean-up projects with 25 youth.
- Annual Trail and Creek Clean-up Event had 20 volunteers picking up 35 full bags of trash along the Constitution Trail from the Chateau to Audubon Gardens.
- Presented about water pollution and storm water runoff to a group of 8 at the Danvers Public Library.
- Provided a water pollution activity to a group of 10 first, second, and third graders as part of District 87's Summer School
- Provided a water pollution activity to a group of 24 youth at the Western Avenue Community Center Summer Camp.
- Provided a summer reading program at the Heyworth Public Library to 70 attendees. Talked about water pollution and explained how water treatment plants work.
- Answered questions and shared information about the Yard Smart program, and clean water practices to 32 residents during the Glorious Garden Festival.
- Provided information about upcoming storm drain stenciling opportunities to 14 residents during the Interfaith Green Team Meeting.
- Presented to 30 city managers from around Illinois about how the EAC assists the municipalities in reaching and going beyond MS4 permit requirements.
- Shared information with 12 attendees of the Sweet Corn Circus about Yard Smart and Sugar Creek Stewards volunteer opportunities.
- Answered questions and shared information about Yard Smart and upcoming rain barrel workshops to 40 visitors at the Nature Trails Day Event at Sugar Grove Nature Center.
- Presented to Chris Miller's Sustainability and Renewable Energy class at Heartland Community College, consisting of 11 students and one instructor, about the EAC's clean water programing.

SUGAR CREEK STEWARDS

Sugar Creek Stewards is designed to raise awareness about Sugar Creek as an important community storm water system and ecosystem. The EAC works with volunteers at designated sites to improve the overall health and aesthetics of Sugar Creek through invasive species control and removal, allowing native species to thrive.

- Bloomington
 - In March eight volunteers removed invasive plants and spread native plant seed at Ewing Park II.
 - In May, eight volunteers worked along the creek at Ewing Park II planting over 60 new native forbs, shrubs, and trees in areas previously cleared.
 - In September, four volunteers worked at Ewing II in Bloomington, removing invasive plants and spreading native plant seeds.

- In November workday two volunteers helped remove invasive plants and spread native plant seed at Ewing Park II in Bloomington.
- Normal
 - In January one volunteer helped seed the area cleared at Fairview Park in Normal.
 - In April, two volunteers seeded and removed weeds in the area along the creek at Fairview Park in Normal.
 - In June, two volunteers removed teasel at Fairview Park in Normal.
 - In August, two volunteers worked at Fairview Park removing invasive plants and spreading native plant seeds.
 - In October three volunteers helped remove invasive plants and spread native plant seed at Fairview Park in Normal.
 - In December five volunteers worked to remove invasive plants and spread native plant seed at Fairview Park in Normal.



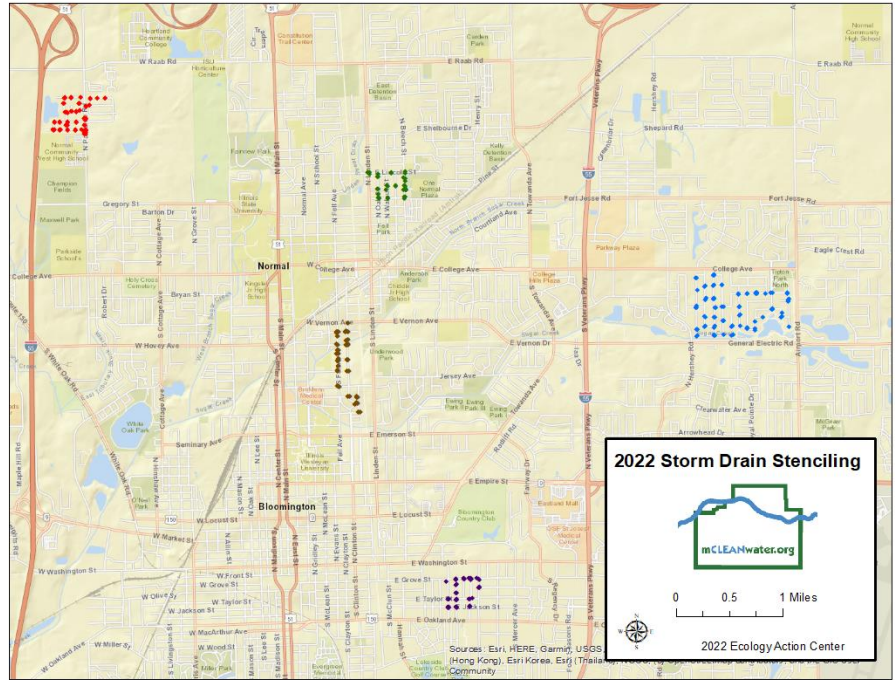
STORM DRAIN STENCILING

The Ecology Action Center welcomes groups of volunteers to participate in storm drain stenciling in the community. Volunteers spray stencils next to storm drains that say “Drains to Stream, Keep it Clean”, marking every stenciled drain with a GPS tracker, and distributing door hangers in the neighborhood that educate residents on what storm water pollution is and ways households can reduce their contributions to it.

- Bloomington
 - 7 volunteers from State Farm stenciled 57 storm drains and distributed 176 door hangers around the Founders Grove neighborhood in Bloomington.
 - 15 volunteer Boy Scouts from Troop 19 stenciled 106 drains and distributed 389 door hangers throughout the Tipton Park neighborhood.
- Normal
 - 6 volunteers from Paul Mitchell school stenciled 44 storm drains and distributed 166 door hangers on Fell and Broadway between Vernon and Division streets.
 - 6 volunteers stenciled 38 storm drains and distributed 135 door hangers around the Beech street in Normal.



- 10 volunteers from Heartland Community college stenciled 38 storm drains and distributed 231 door hangers on Mariana and North Parkside in Normal.



YARD SMART PROGRAM

The Ecology Action Center promotes gardening and lawn care practices that reduce storm water runoff and the need for chemical fertilizers, herbicides, and pesticides. In the spring and summer the EAC offers rain barrel workshops and hosts an annual Yard Smart Garden Walk. Extensive time went into re-creating these events and educational programs to comply with COVID-19 social distancing and “stay-at-home” restrictions.

- Rain Barrels
 - The EAC held one fall rain barrel workshop with five participants.
- Yard Smart Garden Walk

The EAC held its annual Yard Smart Garden Walk on August 6, 2022. This year's event had 46 attendees. Participants visited the home gardens of Paula & Roger Wager of Normal, Marie-Suzanne Langille & David Vayo of Bloomington, and Rose & Peyton Johnson of Bloomington. The tour also featured The Herb Guild garden on the Constitution Trail at Atwood Wayside. The garden walk featured native plant landscaping, water catchment, a



garden scavenger hunt with fresh vegetables for prizes, and a chemical free garden for Edwin, the free-range Sulcata Tortise.

The garden walk concluded with a presentation from the U of I Extension about bats and a zero-waste vegan lunch from Under the Ground BloNo.



COMMUNITY-WIDE OUTREACH EFFORTS

- Social Media
 - Weekly Facebook #WatershedWednesday posts educated the public about clean water issues reaching 103,981 people.
 - Weekly Twitter #WatershedWednesday posts educated the public about clean water issues reaching 6,073 people.
- EAC Newsletter
 - The July e-newsletter was sent to 1,497 households and featured an article promoting the upcoming Yard Smart Garden Walk.
 - The August e-newsletter was sent to 1,497 households and featured an article promoting Sugar Creek Stewards workdays.
 - The September member newsletter was mailed to 283 donors and featured articles about rain barrel workshops and storm drain stenciling opportunities.
 - The November newsletter was sent to 1,499 households and featured articles on proper rain barrel winterization and information on ways to keep fallen leaves out of storm drains.
 - A special EAC New Year's Resolutions newsletter was sent to 1,489 households and featured many ways to keep our local waterways clean in 2023.
- Websites ecologyactioncenter.org and mCLEANwater.org
 - The EAC promoted clean water issues and strategies for water protection through its resource-rich websites, receiving 19,410 visits.
- Radio Promotions
 - Radio Bloomington
 - WJBC interview with Todd Weinburner about Yard Smart reached 1,000 listeners.
 - WJBC interview with Todd Weinburner about how storm water pollution can have negative impacts on drinking water like the noticeable earthy flavor of



Bloomington's water, and how activities like rain barrel workshops and storm drain stenciling helps combat that. Reached 1,000 listeners.

- WJBC Interview with Tod Weinburner about proper fall leaf management focusing on reminding residents to curb their leaves to prevent storm water runoff pollution reached 1,000 listeners.
- Ran promotions on WJBC, WBWN, and WBNQ reminding 75,000 weekly listeners to curb their leaves to prevent storm water runoff pollution.
- WGLT
 - Ran promotions on WGLT reminding 25,000 weekly listeners to curb their leaves to prevent storm water runoff pollution.
- Answered 79 direct inquiries from visitors, calls, emails, and social media comment and direct messages about the Yard Smart program, rain barrels, and other storm water issues.



CONSENT AGENDA ITEM NO. 8.F.

FOR COUNCIL: July 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve 1) a Motor Fuel Tax (MFT) Resolution for Improvement Under the Illinois Highway Code, and 2) a Local Public Agency General Maintenance Estimate of Maintenance Costs to Allocate State MFT funds for Street lighting Electrical Energy and Rental Charges through the Fiscal Year 2024 MFT General Maintenance Program, for the Period of May 1, 2023 to April 30, 2024, in the Amount of \$500,000, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution and Estimate 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: If approved, the City will submit the applicable documents to the Illinois Department of Transportation to use Motor Fuel Tax (MFT) dollars allocated to the City to pay for street lighting costs. The remaining \$500,000 budgeted in Fiscal Year 2024 will come from the Engineering Administration-Electricity account in the General Fund. All of these charges are paid to Ameren and Corn Belt Energy.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will have the authority to spend \$500,000 from the State Motor Fuel Tax funds for street lighting electrical energy and rental charges in FY2024. Currently, \$500,000 is included in the budget to be paid out the Motor Fuel Tax-Electricity account (20300300-71320). Additional funds in the amount of \$500,000 will be used for street lighting electrical energy and rental charges from the Engineering Administration-Electricity account (10016210-71320). Stakeholders can locate the State Motor Fuel Tax portion in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on page 8. The Engineering Administration budgeted amount can be found in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 310.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

residential areas and major activity centers, maximizes walkability, and provides multimodal linkages)

Respectfully submitted for consideration.

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

ATTACHMENTS:

[PW 4B MFT Resolution](#)

[PW 4C Estimate](#)



Resolution for Maintenance Under the Illinois Highway Code

Table with 5 columns: District (5), County (McLean), Resolution Number, Resolution Type (Original), Section Number (23-00000-00-GM)

BE IT RESOLVED, by the Council of the City of Bloomington Illinois that there is hereby appropriated the sum of Five hundred thousand and 00/100 Dollars (\$500,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/23 to 04/30/24

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Bloomington shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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

I Leslie Smith-Yocum City Clerk in and for said City of Bloomington in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council of Bloomington at a meeting held on 07/10/23

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this July, 2023 day of July, 2023

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date Department of Transportation



Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost For

| Local Public Agency | County | Section Number | Beginning | Ending |
|---------------------|--------|----------------|-----------|----------|
| City of Bloomington | McLean | 23-00000-00-GM | 05/01/23 | 04/30/24 |

Maintenance Items

| Maintenance Operation | Maint Eng Category | Insp. Req. | Material Categories/ Point of Delivery or Work Performed by an Outside Contractor | Unit | Quantity | Unit Cost | Cost | Total Maintenance Operation Cost |
|--|--------------------|------------|---|------|----------|-----------|------|----------------------------------|
| Street Lighting System-Electrical Energy Rental Charges, Taxes | I | No | | | | | | \$500,000.00 |
| | | | | | | | | |
| Total Operation Cost | | | | | | | | \$500,000.00 |

Estimate of Maintenance Costs Summary

| Maintenance | MFT Funds | RBI Funds | Other Funds | Estimated Costs |
|--|--------------|-----------|--------------|-----------------|
| Local Public Agency Labor | | | | |
| Local Public Agency Equipment | | | | |
| Materials/Contracts(Non Bid Items) | \$500,000.00 | | \$500,000.00 | \$1,000,000.00 |
| Materials/Deliver & Install/Materials Quotations (Bid Items) | | | | |
| Formal Contract (Bid Items) | | | | |
| Maintenance Total | \$500,000.00 | | \$500,000.00 | \$1,000,000.00 |

Estimated Maintenance Eng Costs Summary

| Maintenance Engineering | MFT Funds | RBI Funds | Other Funds | Total Est Costs |
|--------------------------------------|--------------|-----------|--------------|-----------------|
| Preliminary Engineering | | | | |
| Engineering Inspection | | | | |
| Material Testing | | | | |
| Advertising | | | | |
| Bridge Inspection Engineering | | | | |
| Maintenance Engineering Total | | | | |
| Total Estimated Maintenance | \$500,000.00 | | \$500,000.00 | \$1,000,000.00 |

Remarks

Amount in "other funds" is the amount budgeted from City General Fund.

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
 Department of Transportation

Estimate of Maintenance Costs

Submittal Type

| Local Public Agency | County | Section | Maintenance Period | |
|---------------------|--------|----------------|--------------------|----------|
| | | | Beginning | Ending |
| City of Bloomington | McLean | 23-00000-00-GM | 05/01/23 | 04/30/24 |

IDOT Department Use Only

Received Location Received Date Additional Location?

WMFT Entry By Entry Date



CONSENT AGENDA ITEM NO. 8.G.

FOR COUNCIL: July 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing a Change Order and the First Amendment to the Fort Jesse Tank Rehabilitation Agreement Between the City of Bloomington and Fisher Tank Company for a Time Extension of 110 Days, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the Fort Jesse Tank Rehabilitation contract with Fisher Tank Company will be amended to change the contract completion date from September 10, 2023, to December 29, 2023, which is an extension of 110 days. This will not impact the cost of the original contract.

On January 10, 2022, Council approved an Ordinance Authorizing a Construction Contract with Fisher Tank Company for the Fort Jesse Tank Rehabilitation (Bid #2022-12), in the amount of \$4,059,300. This project consists of roof replacement, upgrading the cathodic protection, and applying new coatings to the interior and exterior of both tanks.

Over the course of the project, the contractor has encountered numerous challenges stemming from the COVID-19 Pandemic, subsequent supply chain delays, and additional steel deterioration that was discovered during the removal of the existing roof plates on both the East and West Tanks. Although work continues to progress, it has not moved along as quickly as it was originally intended. To complete the necessary structural steel modifications, the contractor has requested a time extension to complete the work. Staff believes this is in the best interest of the City and does not impact the project cost.

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 UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of current and future residents)

Respectfully submitted for consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

ATTACHMENTS:

[PW 6B Resolution](#)

[PW 6C First Amendment](#)

[PW 6D Change Order](#)

[PW 6E Original Agreement](#)

RESOLUTION NO. 2023 - ____

A RESOLUTION AUTHORIZING A CHANGE ORDER AND THE FIRST AMENDMENT TO THE FORT JESSE TANK REHABILITATION PROJECT AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND FISHER TANKS COMPANY FOR A TIME EXTENSION OF 110 DAYS

WHEREAS, the City of Bloomington ("City") previously authorized a contract with Fisher Tank Company for the Fort Jesse Tank Rehabilitation (Bid #2022-12) at the Fort Jesse Facility, in the amount of \$4,059,300; and

WHEREAS, there were subsequent supply chain delays and additional steel deterioration that was discovered during removal of the existing roof plates that required replacement on both tanks, necessitating the completion date be changed from September 10, 2023, to December 29, 2023; and

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

WHEREAS, the parties desire to enter into a First Amendment to the Agreement to reflect the new completion date;

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 First Amendment to Agreement for the Fort Jesse Tank Rehabilitation Agreement between the City of Bloomington and Fisher Tank Company is approved, and the City Manager, or designated representatives, are authorized to secure the Change Order and any other necessary documents.

PASSED this 10th day of July 2023.

APPROVED this ____ day of July 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**FIRST AMENDMENT TO AGREEMENT
FOR FORT JESSE TANK REHABILITATION
WITH FISHER TANK COMPANY
REGARDING EXTENSION OF COMPLETION DATES**

This First Amendment, made and entered into this 12th day of June, 2023 by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and FISHER TANK COMPANY, (hereinafter "FISHER"), WITNESSETH that:

WHEREAS, on January 13, 2022, an Agreement for Fort Jesse Tank Rehabilitation ("Agreement") was made between the CITY and FISHER for the repair and rehabilitation of the ground storage tanks at the Fort Jesse Pump Station;

WHEREAS, in addition to experiencing numerous supply chain delays, FISHER discovered additional steel deterioration during the removal of the existing roof plates on both tanks; and

WHEREAS, to complete successful rehabilitation of the tanks, the additional deterioration must also be corrected, necessitating additional time for project completion; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to extend the Substantial and Final Completion dates.

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 Agreement. Addendum Number 1, dated November 30, 2021, incorporated into the Agreement adds Section 7.28 titled "Completion" to Article 7 of the City of Bloomington Invitation to Bid. Section 7.28 shall be amended as follows to extend Substantial and Final Completion dates:

Substantial completion shall be completed within 270 calendar days for the first ground storage tank taken out of service and ~~540~~ 687 calendar days for the second ground storage tank, and work shall be fully completed (Final Completion) within ~~585~~ 695 calendar days, and in accordance with the terms as stated in the Agreement.

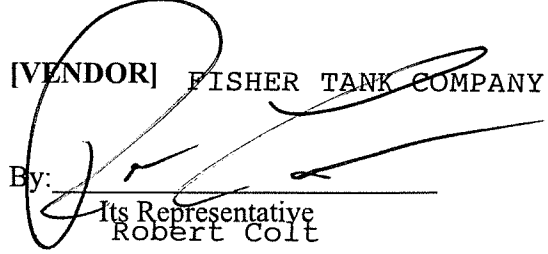
3. In all other respects the Agreement for Fort Jesse Tank Rehabilitation shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for Fort Jesse Tank Rehabilitation in duplicate this day and year first above written.

CITY OF BLOOMINGTON

[VENDOR] FISHER TANK COMPANY

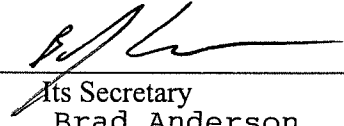
By: _____
Its City Manager

By: 
Its Representative
Robert Colt

ATTEST:

ATTEST:

By: _____
Its City Clerk

By: 
Its Secretary
Brad Anderson

May 31, 2023

City of Bloomington / Donohue
603W Division Street
Bloomington, Illinois 61701

Attention: Aaron Kinder / TJ Bates

Subject: 2-126' diameter knuckle roof replacement project

Bloomington (Normal) Illinois

Contract # 20220424-00

Fisher Tank Proposal No. 22061A-502

Per the original contact, and Notice to Proceed dated January 27, 2022, work on 202 East Tank should be substantially complete by July 27, 2023, and all work being completed by September 10, 2023. Over the course of the project the Fisher Tank Co. has encountered numerous challenges stemming from the COVID-19 pandemic and subsequent supply chain delays. Although work continues to progress, it has not moved along as quickly as originally intended.

Following discussions with the Owner and Engineer, a revised schedule was submitted on April 21st that reflected a substantial completion date of October 26, 2023 and a final completion date of November 3, 2023. Subsequent to that submittal, additional steel deterioration was discovered on the East Tank during removal of the existing roof plates. Pricing for this work has been submitted as part of a separate request. In order to complete the necessary structural steel modifications, Fisher Tank Co. requests an additional eight weeks to complete the work. When including this, the revised completion dates are December 21st and December 29th for substantial and final completion, respectively.

To date, we feel that good progress has been made on the project and we will continue pushing forward with an intent to complete the project efficiently. Please note, Fisher Tank Co. is not requesting any additional funds due to the schedule delay. Based on the progress made to date, we respectfully request that a contract time extension be awarded and the updated contractual dates would be as follows:

East Tank Substantial Completion: December 21, 2023

Project Final Completion: December 29, 2023

May 31, 2023
City of Bloomington / Donohue
Aaron Kinder / TJ Bates
Page 2 of 2



Respectfully submitted,

Robert Colt

A handwritten signature in black ink, appearing to read "Robert Colt". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

FISHER TANK COMPANY

**CITY OF BLOOMINGTON
CONTRACT WITH
Fisher Tank Company
FOR
Fort Tank Rehabilitation**

THIS AGREEMENT, dated this 13th day of January, ~~2021~~, ²⁰²² is between the City of Bloomington (hereinafter "CITY") and Fisher Tank Company (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFQ & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Fort Jesse Tank Rehabilitation (Bid 2022-12) (hereinafter "Request")

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

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Per the specifications of Bid# 2022-12. Rehabilitation and painting of two water tank at Fort Jesse.

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



Fisher Tank Company
By: [Signature]
Its Sales Engineer

By: [Signature]
Its Admin. Asst.



CONSENT AGENDA ITEM NO. 8.H.

FOR COUNCIL: July 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the First Amendment to the Lime Sludge Removal Contract Between the City of Bloomington and Stewart Spreading, LLC, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the contract with Stewart Spreading, LLC will be amended to remove the retainage language from the current term if the required minimum amount of lime sludge (15,000 dry tons) is not harvested during the current fiscal year. The retainage language that would be removed is included in the attached amendment.

On September 21, 2021, the City entered a contract with Stewart Spreading, LLC for the harvesting of lime sludge at the City's lime sludge lagoons, located near Lake Bloomington and the Water Treatment Plant. The contract requires that a minimum of 15,000 dry tons of lime sludge be removed during each term of the contract. However, staff estimates that the amount of lime sludge that is to be harvested during the current fiscal year may be below the required amount of 15,000 dry tons, so the requirement would not be able to be met. The amendment does not prohibit Stewart Spreading, LLC from harvesting up to 15,000 dry tons, should adequate lime sludge remain to achieve the required minimum.

Since the beginning of the contract, 30,798 dry tons have been harvested by Stewart Spreading, which meets the required terms and conditions. Stewart Spreading, LLC has proven to be a valuable partner for the City of Bloomington.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The FY 2024 Budget includes \$1,240,000 under Water Purification-Landfill Fees for lime sludge removal. Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on page 129.

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-1.5. (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 7B Resolution](#)

[PW 7C First Amendment](#)

[PW 7D Original Contract](#)

RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE LIME SLUDGE REMOVAL CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND STEWART SPREADING, LLC

WHEREAS, the City owns two reservoirs for the treatment of potable water; and

WHEREAS, the City utilizes lime used during the treatment process, creating a lime sludge that is transported to the three lagoons; and

WHEREAS, the City must have the lime sludge lagoon harvested each year, which is then land applied on local farm fields; and

WHEREAS, Staff entered into a contract with Stewart Spreading, LLC, for the harvesting and land application of lime sludge, with a minimum of 15,000 dry tons of lime sludge to be harvest and land applied each fiscal year at a fixed cost per dry ton with a retainage amount to be withheld if the minimum amount is not harvested; and

WHEREAS, Staff believe that the amount of lime sludge to be removed during FY 2024 is less than the contractual amount of 15,000 dry tons; and

WHEREAS, the Amendment to remove the retainage language for the current term of the contract is warranted and necessary to ensure that the harvesting of lime continues unabated;

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 First Amendment to Agreement for Lime Sludge Removal with Stewart Spreading Inc. Regarding Waving Retainage for FY 24 is hereby approved and the City Manager is authorized execute said First Amendment.

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 10th day of July 2023.

APPROVED this ___ day of July 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**FIRST AMENDMENT TO AGREEMENT
FOR LIME SLUDGE REMOVAL
WITH STEWART SPREADING INC.
REGARDING WAIVING RETAINAGE FOR FY 24**

This First Amendment, made and entered into this ___ day of May, 2023 by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and STEWART SPREADING INC., (hereinafter "STEWART"), WITNESSETH that:

WHEREAS, on September 13, 2021, an Agreement for Lime Sludge Removal ("Agreement") was made between the CITY and STEWART for removal of lime sludge at the City of Bloomington lime sludge lagoons;

WHEREAS, the Scope of Work incorporated into the Agreement provides that payments for lime sludge removal shall have 10% of the payments withheld until the minimum quantity of sludge has been removed; and

WHEREAS, STEWART has exceeded the minimum of 30,000 dry-tons removed for the previous two years of the agreement and the remaining lagoons may not have enough remaining lime sludge to meet the 15,000 dry-tons per year threshold; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to waive the retainage requirement for the remainder of the Agreement.

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 Agreement. In the incorporated Scope of Work, under Basis of Payment, strike Section 4 in its entirety:

~~4. Payments for sludge removal each contract year shall have 10% of the payments withheld until the minimum quantity of sludge is removed for each contract year. After the contracted amount has been removed, full payment will be made. In the event of default by Contractor, City reserves the right to keep any withholdings either until default is cured or indefinitely should Contractor fail to cure.~~

3. In all other respects the Agreement for Lime Sludge Removal shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for Lime Sludge Removal in duplicate this day and year first above written.

CITY OF BLOOMINGTON

STEWART SPREADING INC.

By: _____
Its City Manager

By: M. J. Halmagor
Its Representative

ATTEST:

ATTEST:

By: _____
Its City Clerk

By: Michelle Stewart
Its Secretary

**CITY OF BLOOMINGTON
CONTRACT WITH
Stewart Spreading Inc.
FOR
Lime sludge removal**

THIS AGREEMENT, dated this 13th day of September, 2021, is between the City of Bloomington (hereinafter "CITY") and Stewart Spreading 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:
RFP#2022-08 Lime Sludge Removal from Sludge Lagoons (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: The initial term is from 9/13/21 to 4/30/23. A minimum of 30,000 dry tons must be removed from 9/13/21 to 4/30/23. Subsequent fiscal years will require a minimum of 15,000 dry tons to be removed each subsequent contract year.

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



Stewart Spreading Inc.

By: [Signature]
Its owner

By: [Signature]
Its Business Development mgr.

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Furnish all equipment, materials, labor and coordination to remove lime sludge from the City of Bloomington lime sludge lagoons.

**EXHIBIT B
PAYMENT TERMS**

| | | | |
|----------------------------|-------------------------------------|------------------------|---------|
| Initial Term of Contract | September 13, 2021 – April 30, 2023 | Unit Price Per dry-ton | \$73.21 |
| Annual Optional Renewal #1 | May 1, 2023 – April 30, 2024 | Unit Price Per dry-ton | \$77.37 |
| Annual Optional Renewal #2 | May 1, 2024 – April 30, 2025 | Unit Price Per dry-ton | \$81.74 |
| Annual Optional Renewal #3 | May 1, 2025 – April 30, 2026 | Unit Price Per dry-ton | \$86.33 |



CONSENT AGENDA ITEM NO. 8.I.

FOR COUNCIL: July 10, 2023

WARD IMPACTED: City-Wide Impact and Ward 7

SUBJECT: Consideration and Action on (1) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2024; and (2) an Ordinance Authorizing a Construction Agreement Between the City of Bloomington and Prairie View Landscaping & Lawn for the O'Neil Park & Pool Project (Bid #2024-05), in the Amount of \$174,987.75, as requested by the Parks & Recreation 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 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

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

BACKGROUND: The O'Neil Park & Pool Project has many community benefits that will enhance and stimulate West Bloomington's economy. The O'Neil Park & Pool will be a hub of activity for youth, families, senior citizens, and civic organizations, as well as create jobs and increase water safety through the offering of swim lessons for all ages.

Staff seek approval to move funds into the current fiscal year utilizing a State Farm Insurance grant of \$200,000 received in FY 2023, to hire Prairie View Landscaping in the current fiscal year as the landscaping contractor at the newly improved O'Neil Park & Pool in the amount of \$174,987.75. Prairie View Landscaping will be responsible for substantial landscaping needs at both the park and pool.

Two bids were received for the landscaping work, (1) F & W Lawncare and Landscaping Co. for \$175,875.00; and (2) Prairie View Landscaping for \$174,987.75. Both are local firms. Staff recommend proceeding with the bid from Prairie View Landscaping in the amount of \$174,987.75.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: P.J. Hoerr Inc., Prairie View Landscaping, and State Farm Insurance. Advertised in *The Pantagraph* and online on the City's eProcurement platform, *OpenGov* on June 6, 2023.

FINANCIAL IMPACT: If approved, the Capital Improvement Fund Budget will be increased by \$200,000 and the City will enter into a Construction Agreement with Prairie View Landscaping for the O'Neil Park & Pool Landscaping Project in the amount of \$174,987.75.

This will be paid out of the Capital Improvement-Park Construction-O'Neil Pool account (40100100-72570-49000). Please see the "Exhibit A" for all accounts included in the budget amendment. The remaining \$25,012.25 of the State Farm grant, will be utilized by Parks Maintenance staff for additional/future landscaping at O'Neil Park/Pool.

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-1 (Ensure a broad range of employment opportunities for all residents), Objective ED-1.1 (Focus on retention and expansion of existing business); Goal ED-5 (Enhance tourism based-economic development), Objective ED-5.1 (Expand tourism attractions and destinations); Goal HL-2 (Ensure maximum usage of the City's parks and recreational facilities and associated resources), Objective HL-2.1 (Ensure easy access and availability of park facilities for residents as well as community groups); Goal HL-3 (Ensure a healthy environment and accessibility of parks and open spaces), Objective HL-3.2 (Ensure accessibility of parks, open spaces, and other recreational facilities to all residents); Goal HL-4 (Continue to develop quality parks and recreational programming for all), Objective HL-4.1 (Ensure that all parks have amenities and facilities that appeal to residents of all ages and abilities); and Goal CF-1 (Continue to provide quality public facilities and services), Objective CF-1.4 (Focus resources on maintain and developing facilities that support the goal of contiguous and impact growth that leverage existing communities' facilities such as fire, parks, and schools)

Respectfully submitted for consideration.

Prepared by: Derri Kerrick, Parks Project Manager

ATTACHMENTS:

[P&R 1B Ordinance - Budget](#)

[P&R 1C Ordinance - Budget Exhibit A](#)

[P&R 1D Ordinance - Agreement](#)

[P&R 1E Agreement](#)

[P&R 1F Bid Tabulation #2024-05](#)

ORDINANCE NO. 2023 - ____

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

WHEREAS, on April 10, 2023 by Ordinance Number 2023-027, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2023 and Ending April 30, 2024, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 12, 2023; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2024 Budget to utilize Capital Improvement Fund Balance and increase the FY 2024 Capital Improvement Fund Budget by \$200,000, as requested by the Parks & Recreation and Finance Departments.

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

Section 1. Ordinance Number 2023-027 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2024) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section 2. Except as provided for herein, Ordinance Number 2023-027 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2023-027.

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 10th day of July 2023.

APPROVED this ____ day of July 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2024 Budget Amendment - Exhibit A

| Account # | Fund | Account Description | Amount |
|-------------------------|---------------------|--|-----------------|
| 40100100-40000 | Capital Improvement | Capital Improvement Fund-Use of Fund Balance | \$ (200,000.00) |
| 40100100-72570-49000 | Capital Improvement | Capital Improvement Fund-Park Construction | \$ 200,000.00 |
| Net Transaction: | | | \$ - |

ORDINANCE NO. 2023-_____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND PRAIRIE VIEW LANDSCAPING & LAWN FOR THE O'NEIL PARK & POOL PROJECT (BID #2024-05), IN THE AMOUNT OF \$174,987.75

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, subject to the provisions of the City Code, City staff is recommending an Agreement with Prairie View Landscaping & Lawn (CONTRACTOR) be approved for the O'Neil Park & Pool Landscape Project (PROJECT) in the amount of \$174,987.75; and

WHEREAS, PROJECT consists of work providing all landscaping work for the PROJECT; and

WHEREAS, the City Council finds it in the best interest of the City to approve the agreement;

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

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

Section 2. The Agreement is approved and the City Manager, or his designee, are authorized to execute the Agreement, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work utilizing the contingency amount set forth in the Agreement and within the Agreement amount, to the extent the City Manager finds such to be in the best interests of the City.

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 10th day of July 2023.

APPROVED this ___ day of July 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON AGREEMENT WITH
PRAIRIE VIEW LANDSCAPING & LAWN**

FOR

O'NEIL PARK & POOL LANDSCAPE PROJECT

THIS AGREEMENT, dated this ___ day of _____ July _____, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and Prairie View Landscaping & Lawn (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

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

Bid #2024-05 O'Neil Park & Pool Landscape Project (hereinafter "REQUEST").

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

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising 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:

Prairie View Landscaping
501 E Bell Street
Bloomington, IL 61701

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 President

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Provide all landscaping work for the O'Neil Park & Pool project per the specifications and drawings in Bid #2024-05 documents to include but not exclusive:

- Furnish and install turf and grasses, including seed, turf grass sod, supplemental topsoil, inorganic and organic soil amendments, herbicides, fertilizer, erosion control blanket, mulches, and planting soil mix. Perform all turf and grasses work, including lawn preparation, seeding, blanketing, mulching, sodding, lawn maintenance, and warranties.

- Furnish and install planting materials, including trees and shrubs, ground cover plants, perennials, supplemental topsoil, inorganic and organic soil amendments, fertilizer, mulches, and planting soil mix. Perform all planting work, including planting bed establishment, trees and shrubs planting, pruning, ground cover and perennial planting, planting bed mulching, plant maintenance, and warranties.

Construction Start Date: 8/14/2023

Substantial Completion Date: 9/18/2023

Punch List Date: 9/18 - 9/25/2023

EXHIBIT B
COSTS/FEES

Base bid inclusive of all work and requirements listed in the specifications and drawings - \$166,655.00

Contingency - 5% of base bid (\$8,332.75) - the contingency item included in the bid shall be used for investigative work or unforeseen issues which may arise during the project. All contingency items shall be used at the City's sole discretion. Work shall not proceed until authorized by the City in writing. Any amount not used during the project shall revert back to the City and not be paid to the contractor.

Total Amount: \$174,987.75



EVALUATION TABULATION

ITB No. Bid #2024-05

O'Neil Park & Pool Landscape Project

RESPONSE DEADLINE: June 20, 2023 at 9:00 am

Report Generated: Thursday, July 6, 2023

SELECTED VENDOR TOTALS

| Vendor | Total |
|-------------------------------------|--------------|
| Prairie Vlew Landscaping | \$174,987.75 |
| F & W Lawn Care and Landscaping Co. | \$175,875.00 |

O'NEIL PARK & POOL LANDSCAPE PROJECT. BID SUBMISSIONS WILL BE CONSIDERED VALID FOR 90 DAYS POST OPENING.

| O'Neil Park & Pool Landscape Project. Bid submissions will be considered valid for 90 days post opening. | | | | | F & W Lawn Care and Landscaping Co. | | Prairie Vlew Landscaping Co. | |
|--|-----------|--|----------|-----------------|-------------------------------------|--------------|------------------------------|--------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | Unit Cost | Total |
| X | 1 | Base bid will be inclusive of all work and requirements listed in the specifications and drawings. | 1 | LS | \$167,500.00 | \$167,500.00 | \$166,655.00 | \$166,655.00 |

EVALUATION TABULATION

ITB No. Bid #2024-05

O'Neil Park & Pool Landscape Project

| O'Neil Park & Pool Landscape Project. Bid submissions will be considered valid for 90 days post opening. | | | | | F & W Lawn Care and Landscaping Co. | | Prairie View Landscaping | |
|--|-----------|---|----------|-----------------|-------------------------------------|--------------|--------------------------|--------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | Unit Cost | Total |
| X | 1a | Contingency – 5% of line item #1 – The contingency item(s) included in the bid shall be used for investigative work or unforeseen issues which may arise during the project. All contingency items shall be used at the City’s sole discretion. Work shall not proceed until authorized by the City in writing. Any amount not used during the project shall revert back to the City and not be paid to the contractor. | 1 | LS | \$8,375.00 | \$8,375.00 | \$8,332.75 | \$8,332.75 |
| Total | | | | | | \$175,875.00 | | \$174,987.75 |



CONSENT AGENDA ITEM NO. 8.J.

FOR COUNCIL: July 10, 2023

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on an Ordinance Approving the Final Plat of Interstate Business Park 13th Addition, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Petitioner, DKS Properties, Inc., is requesting approval of a Final Plat of Interstate Business Park 13th Addition. The proposed final plat consists of one lot and is located on Avalon Way, south of Illinois Route 9/Market Street. The property is a part of existing Parcel Identification Number (PIN) 20-01-200-057. Tap-on fees are required as part of the final plat. A tap-on fee is a fee paid by the landowner/developer so that the City can recoup costs to install public infrastructure. Avalon Way was constructed adjacent to the proposed lot, and the sidewalk is the only remaining adjacent public improvement yet to be constructed. A Performance Guarantee of 110% of the estimated cost of the public sidewalk improvement is required. See the attached tap-on memo for additional information.

This area is zoned M-1 (Restricted Manufacturing) District. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: DKS Properties, Inc.

FINANCIAL IMPACT: DKS Properties, Inc., paid all survey, plat, and tap-on costs. See tap-on attachment for additional information. Approval of the Final Plat will facilitate investment in vacant property.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-4 (Enhance the image of Bloomington as a business friendly community), Objective ED-4.1 (Plan for a diversity of ready-to-build sites to meet the demand), and Objective ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City)

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

PW 5B Ordinance

PW 5C Final Plat

PW 5D Owners Petition

PW 5E County Clerks Certificate

PW 5F Owners Certificate

PW 5G School District Certificate

PW 5H Final Plat Checklist

PW 5I Plat Map

PW 5J Tap On Memo

PW 5K Drainage Statement

ORDINANCE NO. 2023 - _____

AN ORDINANCE APPROVING THE FINAL PLAT OF
INTERSTATE BUSINESS PARK 13TH ADDITION

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 Interstate Business Park 13th Addition dated April 27, 2023, legally described in Exhibit "A" and depicted in Exhibit "B", 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 Interstate Business Park 13th Addition dated April 27, 2023, legally described in Exhibit "A" and depicted in Exhibit "B", is hereby approved. However, the Final Plat shall not be recorded until the City receives the Performance Guarantee for public improvements in the amount of \$10,982.40 and Tap-on fees in the amount of \$2,966.38. If the City does not receive the Performance Guarantee and Tap-on fees within 90 days of passage, this approval shall become null and void in accordance with Section 24-305 of the City Code.

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 10th day of July 2023.

APPROVED this _____ day of July 2023.

CITY OF BLOOMINGTON

ATTEST

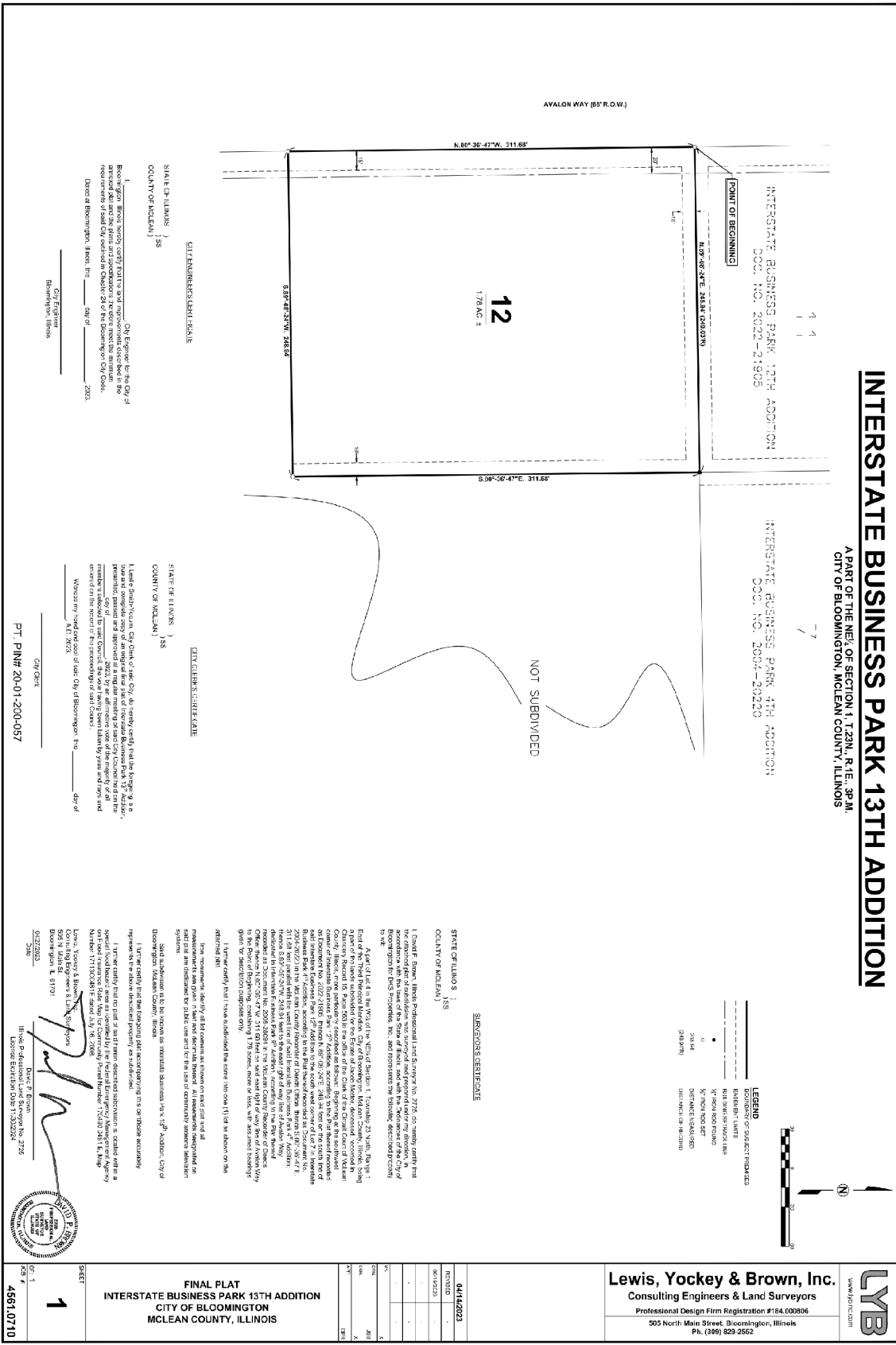
Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A
Legal Description

A part of Lot 4 in the W½ of the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a part of the lands subdivided for the Estate of Jacob Motter, deceased, recorded in Chancery Record 15, Page 563 in the office of the Clerk of the Circuit Court of McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Interstate Business Park 12th Addition, according to the Plat thereof recorded as Document No. 2022-21905; thence N.89°-08'-24"E. 248.94 feet on the south line of said Interstate Business Park 12th Addition to the south west corner of Lot 7 in Interstate Business Park 4th Addition, according to the Plat thereof recorded as Document No. 2004-20220 in the McLean County Recorder of Deeds Office; thence S.00°-36'-47"E. 311.68 feet parallel with the west line of said Interstate Business Park 4th Addition; thence S.89°-08'-24"W. 248.94 feet to the east right of way line of Avalon Way dedicated in Interstate Business Park 9th Addition, according to the Plat thereof recorded as Document No. 2008-28094 in the McLean County Recorder of Deeds Office; thence N.00°-36'-47"W. 311.68 feet on said east right of way line of Avalon Way to the Point of Beginning, containing 1.78 acres, more or less, with assumed bearings given for description purposes only.

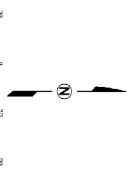
Exhibit B
Final Plat



INTERSTATE BUSINESS PARK 13TH ADDITION
A PART OF THE NE 1/4 OF SECTION 1, T.22N., R.1E., 3P.M.
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

INTERSTATE BUSINESS PARK 13TH ADDITION
DOC. NO. 2022-21905

INTERSTATE BUSINESS PARK 4TH ADDITION
DOC. NO. 2004-29220



LEGEND
EQUIVALENT OF SUBJECT PROPERTIES

| | |
|-------------------------------|-----------------------|
| --- (dashed line) | EXISTING LINES |
| --- (dotted line) | BLINDERS SUBJECT LINE |
| • (dot) | WATER POINT |
| ○ (circle) | WATER POINT |
| ○ (circle with cross) | WATER POINT |
| ○ (circle with dot) | WATER POINT |
| ○ (circle with cross and dot) | WATER POINT |

STATE OF ILLINOIS
COUNTY OF MCLEAN

SURVEYORS CERTIFICATE

I, David F. Brown, Illinois Professional Land Surveyor No. 2726, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction, in accordance with the provisions of the Surveying Act of 1983, Chapter 120, Illinois Compiled Statutes (625 ILCS 120/1-120/10), and that the same was duly recorded in the Public Records of McLean County, Illinois, in Book 11195248, Page 14, on this 11th day of August, 2022.

CITY ENGINEER'S CERTIFICATE

I, David F. Brown, Illinois Professional Land Surveyor No. 2726, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction, in accordance with the provisions of the Surveying Act of 1983, Chapter 120, Illinois Compiled Statutes (625 ILCS 120/1-120/10), and that the same was duly recorded in the Public Records of McLean County, Illinois, in Book 11195248, Page 14, on this 11th day of August, 2022.

CITY CLERK'S CERTIFICATE

I, David F. Brown, Illinois Professional Land Surveyor No. 2726, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction, in accordance with the provisions of the Surveying Act of 1983, Chapter 120, Illinois Compiled Statutes (625 ILCS 120/1-120/10), and that the same was duly recorded in the Public Records of McLean County, Illinois, in Book 11195248, Page 14, on this 11th day of August, 2022.

| | |
|---|-------------------------|
| <p>Lewis, Yockey & Brown, Inc. Consulting Engineers & Land Surveyors Professional Design Firm Registration #184,000806 505 North Main Street, Bloomington, Illinois Ph. (309) 829-2552</p> | <p>DATE: 08/11/2022</p> |
| | <p>BY: [Signature]</p> |
| <p>PROJECT: FINAL PLAT INTERSTATE BUSINESS PARK 13TH ADDITION CITY OF BLOOMINGTON MCLEAN COUNTY, ILLINOIS</p> | <p>SCALE: AS SHOWN</p> |
| <p>PROJECT NO: 4581.0710</p> | <p>DATE: 08/11/2022</p> |

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

To: The Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois.

Now comes DKS Properties, Inc., an Illinois Corporation, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:


1. That your Petitioner is the Owner of the freehold or lesser estate thereinof the Property hereinafter legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made a part hereof to be known by the reference:

2. That your Petitioner seeks approval of the Final Plat for the subdivision of said property to be known and described as Interstate Business Park 13th Addition;

3. That your Petitioner also seeks approval of any exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code: None.

Wherefore, your Petitioner respectfully requests that said Final Plat for the Interstate Business Park 13th Addition submitted herewith be approved with exemptions or variations as requested herein.

Respectfully submitted,
DKS Properties, Inc., an Illinois
Corporation

By: 
David G. Armstrong

Title: Its Attorney

Exhibit A

Legal Description

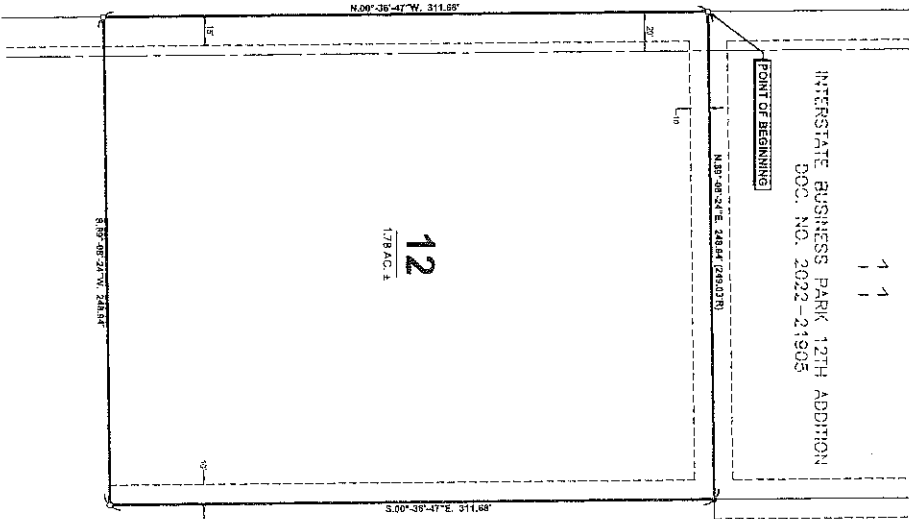
A part of Lot 4 in the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a part of the lands subdivided for the Estate of Jacob Motter, deceased, recorded in Chancery Record 15, Page 563 in the office of the Clerk of the Circuit Court of McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Interstate Business Park 12th Addition, according to the Plat thereof recorded as Document No. 2022-21905; thence $N.89^{\circ}-08'-24''E$. 248.94 feet on the south line of said Interstate Business Park 12th Addition to the south west corner of Lot 7 in Interstate Business Park 4th Addition, according to the Plat thereof recorded as Document No. 2004-20220 in the McLean County Recorder of Deeds Office; thence $S.00^{\circ}-36'-47''E$. 311.68 feet parallel with the west line of said Interstate Business Park 4th Addition; thence $S.89^{\circ}-08'-24''W$. 248.94 feet to the east right of way line of Avalon Way dedicated in Interstate Business Park 9th Addition, according to the Plat thereof recorded as Document No. 2008-28094 in the McLean County Recorder of Deeds Office; thence $N.00^{\circ}-36'-47''W$. 311.68 feet on said east right of way line of Avalon Way to the Point of Beginning, containing 1.78 acres, more or less, with assumed bearings given for description purposes only.

INTERSTATE BUSINESS PARK 13TH ADDITION

A PART OF THE NE¼ OF SECTION 1, T.23N., R.7E., 3P.M.
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

INTERSTATE BUSINESS PARK 12TH ADDITION
DOC. NO. 2022-21905

INTERSTATE BUSINESS PARK 4TH ADDITION
DOC. NO. 2004-20220



NOT SUBDIVDED

LEGEND
 --- BOUNDARY OF SUBSEPARATE PARCELS
 - - - - - EXISTING LIMITS
 - - - - - BUILDING FOOTPRINT LINE
 * * * * * TYPICAL FOUND
 X * * * * * TYPICAL SET
 2 * * * * * TYPICAL WALKWAY
 D * * * * * DISTANCE OF RECORD



CITY ENGINEER'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF MCLEAN) SS

I, Craig Shuckler, City Engineer for the City of Bloomington, Illinois, hereby certify that the foregoing is a true and correct copy of a final plat of Interstate Business Park 13th Addition, presented, passed and approved at a regular meeting of said City Council held on the 24th day of May, 2022, by an affirmative vote of the majority of all the members of said City Council, and that the same is in accordance with the provisions of the Charter of the City of Bloomington, Illinois, and the laws of the State of Illinois.

City Engineer
 Bloomington, Illinois

CITY CLERK'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF MCLEAN) SS

I, Leah Spitznagel, City Clerk of said City, do hereby certify that the foregoing is a true and correct copy of an original final plat of Interstate Business Park 13th Addition, presented, passed and approved at a regular meeting of said City Council held on the 24th day of May, 2022, by an affirmative vote of the majority of all the members of said City Council, and that the same is in accordance with the provisions of the Charter of the City of Bloomington, Illinois, and the laws of the State of Illinois.

City Clerk

SURVEYOR'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF MCLEAN) SS

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that the attached plan of subdivision was surveyed and prepared under my direction, in accordance with the laws of the State of Illinois, and with the Ordinance of the City of Bloomington, Illinois, and in compliance with the provisions of the Illinois Surveying Act, Chapter 15, of the Illinois Compiled Statutes (625 ILCS 15/). I am a duly licensed and in good standing member of the Illinois Surveyors Association, Inc., and am duly qualified to perform the duties of a surveyor in the State of Illinois.

A part of Lot 4 in the NE¼ of Section 1, Township 23 North, Range 7 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a part of the lands subdivided for the Estate of Jacob Weller, deceased, recorded in Chicago Record 15, Page 583 in the office of the Clerk of the Circuit Court of McLean County, Illinois, is shown as Interstate Business Park 13th Addition, according to the plat thereof recorded as Document No. 2022-21905, Illinois Record 487-248-E, 248-249-E, 248-250-E, 248-251-E, 248-252-E, 248-253-E, 248-254-E, 248-255-E, 248-256-E, 248-257-E, 248-258-E, 248-259-E, 248-260-E, 248-261-E, 248-262-E, 248-263-E, 248-264-E, 248-265-E, 248-266-E, 248-267-E, 248-268-E, 248-269-E, 248-270-E, 248-271-E, 248-272-E, 248-273-E, 248-274-E, 248-275-E, 248-276-E, 248-277-E, 248-278-E, 248-279-E, 248-280-E, 248-281-E, 248-282-E, 248-283-E, 248-284-E, 248-285-E, 248-286-E, 248-287-E, 248-288-E, 248-289-E, 248-290-E, 248-291-E, 248-292-E, 248-293-E, 248-294-E, 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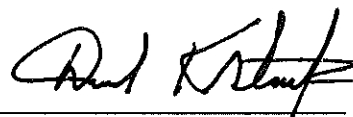
OWNER'S CERTIFICATE

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 plat of Interstate Business Park 13th Addition to 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 of Interstate Business Park 13th Addition", to the City of Bloomington, McLean County, Illinois as laid off in lots by David P. Brown, Illinois Professional Land Surveyor Number 2725; and we, the undersigned, hereby dedicate and set apart for the use of the general public forever all of the streets and highways as indicated and shown on said Plat; and we further dedicate the easements therein set forth to the City of Bloomington for general utility purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 1st day of JUNE, 2023.

DKS Properties, Inc.

BY: 

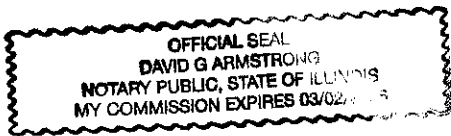
David K. Stark
President

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that David K. Stark is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of Homestead, and also including the dedication of all streets and highways to the use of the general public forever, and including the grant of certain general utility easements to the applicable public utility companies.

Given under my hand and notarial seal this 1st day of June, 2023.





Notary Public

SCHOOL DISTRICT CERTIFICATE

DKS Properties, Inc., owner of the property described in the Surveyor's Certificate of the tract of land platted as Interstate Business Park 13th Addition, certify that to the best of my knowledge and belief that said platted land is located within the boundaries of Community Unit School District No. 5 in McLean County, Illinois.

DKS Properties, Inc.
By *David K. Stark*

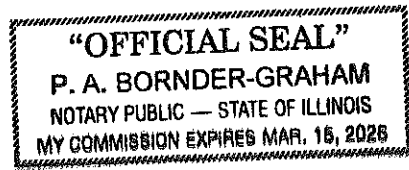
David K. Stark
President

Attest *Angela M. ...*

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that David K. Stark, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

Given under my hand and Notarial Seal this 1st day of June, 2023



P. A. Bornder-Graham
Notary Public

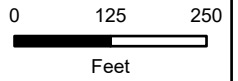


DKS Properties, Inc. (Interstate Business Park 13th Addition)

Date Prepared: 6/21/2023

| 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 | SJL |
| | | |
| | | |
| 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 |
| | | |
| | | |
| The following requirements shall be met: | | |
| | Final plat retains the design characteristics of a valid Preliminary Plan that has not expired | SJL |
| | 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 |

Interstate Business Park 13th Addition



Date: 6/8/2023




Market St (US-150)

Avalon Way

**Interstate
Business Park
13th Addition**

Legend

 Parcels

MEMORANDUM

June 20, 2023

To: Alissa Pemberton, City Planner
From: Steven J. Law, P.E.
Subject: DKS Properties, Inc.
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap-On fees required from the developer before releasing for recording the final plat: **Interstate Business Park 13th Addition**. The final plat will be considered for approval by the City Council at the July 10, 2023 meeting.

A. Performance Guarantee:

| | |
|--|-------------|
| 110% of all uncompleted public improvement construction costs: | \$10,982.40 |
| Total Bond Amount Required | \$10,982.40 |

Bond/Guarantee must be in the form(s) and language provided by City Code.

B: Tap-On Fees:

The following tap-on fees are due per the October 9, 1995 Annexation Agreement with the McLean County Farm Bureau, McLean County Land Trust M988, Hayden Farm Land Development, LLC, and ILLICO, Inc.:

| | | <u>Code</u> | <u>Principal</u> | <u>Interest</u> | <u>Total</u> |
|---------------------------|------------------------------|----------------|------------------|-----------------|-------------------|
| 1 | Washington St. W. Trunk Sew. | 51101100-57320 | \$1,499.15 | \$1,467.23 | \$2,966.38 |
| 2 | Route 9 Watermain | 50100120-57320 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL TAP-ON FEES: | | | | | \$2,966.38 |

Subdivision Area: 1.78 Acres
IL Rte. 9 Frontage: 0 Feet

- 1) Washington St. West Trunk Sewer: \$842.22/ac + 6% simple interest from 10/95 (used CPI)
- 2) Rte. 9 Watermain: \$15.00/lf + 6% interest from 10/95

C: Guarantee Substandard Street Improvement:

This subdivision is not adjacent to a street previously improved with public funds and therefore, a Substandard Street Improvement fee is not required.

cc: Kevin Kothe, Director of Public Works
Craig Shonkwiler, Assistant Director of Public Works / City Engineer
Chris Tomerlin
file

DRAINAGE ACKNOWLEDGEMENT

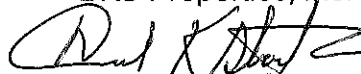
L. Duane Yockey, Registered Professional Engineer, and DKS Properties, Inc., being the owner of the premises heretofore platted by David P. Brown, Illinois Professional Land Surveyor No. 2725 to be and become Interstate Business Park 13th Addition, to the City of Bloomington, McLean County, Illinois, 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 portion of the Lot is within the Special Flood Hazard Area, as defined by the Federal Emergency Management Agency.



Registered Professional Engineer

OWNER(S): DKS Properties, Inc.

BY: 

David K. Stark
President



CONSENT AGENDA ITEM NO. 8.K.

FOR COUNCIL: July 10, 2023

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on an Ordinance Approving the Final Plat of Resubdivision of Lots 377-383 Tenth Addition to Fox Creek Country Club, as requested by the Public Works 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 4c. Preservation of property/home valuations

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

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Petitioner, St. Ivan's, LLC, is requesting approval of a Final Plat of Resubdivision of Lots 377-383 Tenth Addition to Fox Creek Country Club, which is located on the south side of Fox Creek Road, just east of Oakland Avenue. The proposed final plat divides 7 existing lots into 14 lots to allow for the building of 7 duplex zero-lot line homes (14 homes total). The existing allowance of 7 driveways will be maintained by the proposed use of shared drives. In addition, a "turn-around" area is proposed to facilitate automobiles facing forward when exiting onto Fox Creek Road. Existing Parcel Identification Numbers (PIN) for the properties are 21-18-302-001 through -007.

The zoning of these parcels is R-2 (Mixed Residence) District, and the proposed use is permitted in this district. Approval of this final plat will facilitate new residences. The final 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: St. Ivan's, LLC

FINANCIAL IMPACT: St. Ivan's, LLC paid all survey, plat, and tap-on costs. See tap-on attachment for additional information. Approval of the Final Plat will facilitate investment in vacant property.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal H-1 (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington), Objective H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs)

equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits)

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

[PW 2B Ordinance](#)

[PW 2C Final Plat](#)

[PW 2D Owners Petition](#)

[PW 2E County Clerks Certificate](#)

[PW 2F Owners Certificate](#)

[PW 2G School District Certificate](#)

[PW 2H Final Plat Checklist](#)

[PW 2I Plat Map](#)

[PW 2J Tap On Memo](#)

[PW 2K Drainage Statement](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE APPROVING THE FINAL PLAT OF
RESUBDIVISION LOTS 377-383 TENTH ADDITION TO FOX CREEK COUNTRY CLUB

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 Lots 377-383 Tenth Addition to Fox Creek Country Club dated June 19, 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 Lots 377-383 Tenth Addition to Fox Creek Country Club dated June 19, 2023, is hereby approved. However, the Final Plat shall not be recorded until the City receives the Performance Guarantee for public improvements in the amount of \$46,200.00. Tap-on fees have been previously paid. If the City does not receive the Performance Guarantee within 90 days of passage, this approval shall become null and void in accordance with Section 24-305 of the City Code.

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 10th day of July 2023.

APPROVED this _____ day of July 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

Lots 377 through 383, inclusive, in the Tenth Addition to Fox Creek Country Club, according to the plat thereof recorded May 8, 2002 as Document No. 2002-16772 in the City of Bloomington, McLean County, Illinois.

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

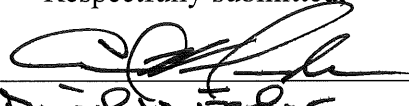
St. Ivan's LLC, c/o Tentac Enterprises, 1 Brickyard Drive, Bloomington, IL 61701,

hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, is a corporation having proprietary interest in said premises.
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Resubdivision Lots 377-383 Tenth Addition to Fox Creek Country Club.
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None

WHEREFORE, your petitioner respectfully prays that said Final Plat for Resubdivision Lots 377-383 Tenth Addition to Fox Creek Country Club submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By 

David W. Falar

Owner

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 the 10th day of June, 2023, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.


Kathy Michael
County Clerk, McLean County, Illinois

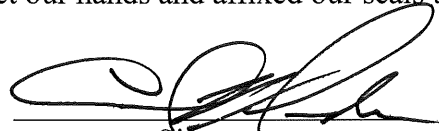
PIN 21-18-302-001, 21-18-302-002, 21-18-302-003, 21-18-302-004, 21-18-302-005, 21-18-302-006 and 21-18-302-007.

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 the premises embodied in the attached Plat of Resubdivision Lots 377-383 Tenth Addition to Fox Creek Country Club 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 of "Resubdivision Lots 377-383 Tenth Addition to Fox Creek Country Club" in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent Bazan, Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 6th day of June, 2023.


Signature

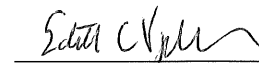
*where dedication is required under Section 3.5.

NOTARY CERTIFICATE

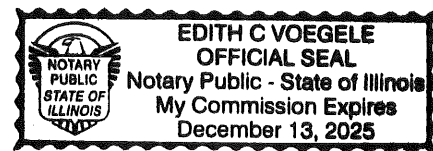
State of Illinois)
)ss.
County of McLean)

I, EDITH C VOEGELE, a Notary Public in and for the county and State aforesaid, do hereby certify that DAVID W FEDOR 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 6th day of JUNE, 2023.


Notary Public

My commission expires 13 DECEMBER 2025.



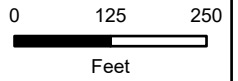


St. Ivan's LLC (Resub. Of Lots 377-383 Tenth Addition to Fox Creek Country Club)

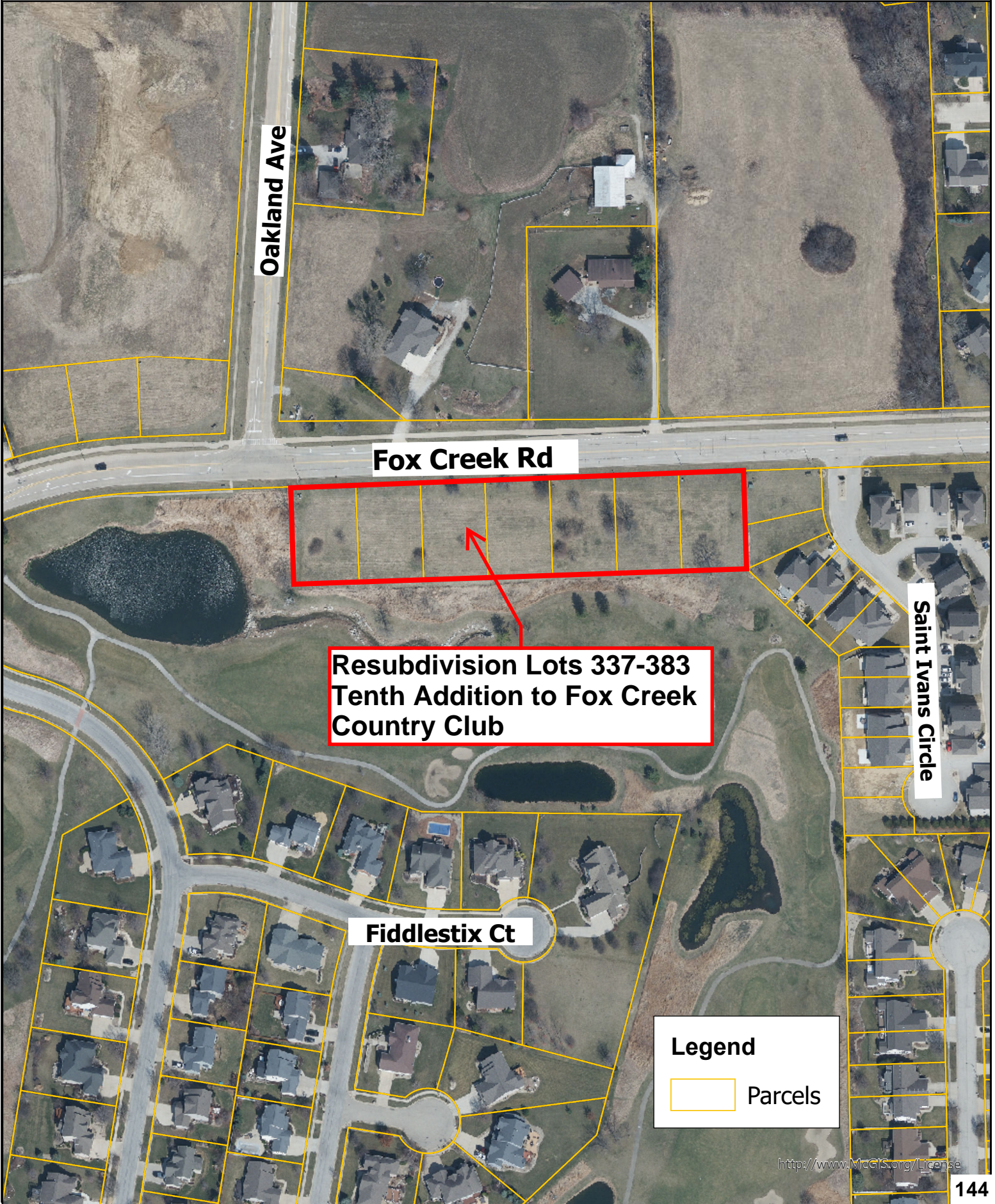
Date Prepared: 6/26/2023

| 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 | SJL |
| | | |
| | | |
| 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 |
| | | |
| | | |
| The following requirements shall be met: | | |
| | Final plat retains the design characteristics of a valid Preliminary Plan that has not expired | SJL |
| | 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 Lots 337-383 Tenth Addition to Fox Creek Country Club




Date: 6/20/2023



**Resubdivision Lots 337-383
Tenth Addition to Fox Creek
Country Club**

Legend

 Parcels

MEMORANDUM

June 26, 2023

To: Alissa Pemberton, City Planner
From: Steven J. Law, P.E.
Subject: St. Ivan's LLC
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap-On fees required from the developer before releasing for recording the final plat: **Resubdivision Lots 377-383 Tenth Addition to Fox Creek Country Club**. The final plat will be considered for approval by the City Council at the July 10, 2023 meeting.

A. Performance Guarantee:

| | |
|--|-------------|
| 110% of all uncompleted public improvement construction costs: | \$46,200.00 |
| Total Bond Amount Required | \$46,200.00 |

Bond/Guarantee must be in the form(s) and language provided by City Code.

B: Tap-On Fees:

Tap-on fees have been paid in full per the 4th Amendment to the Annexation Agreement. No fees are due.

C: Guarantee Substandard Street Improvement:

Street improvement fees have been paid in full per the 4th Amendment to the Annexation Agreement. No fees are due.

cc: Kevin Kothe, Director of Public Works
Craig Shonkwiler, Assistant Director of Public Works / City Engineer
Chris Tomerlin
file

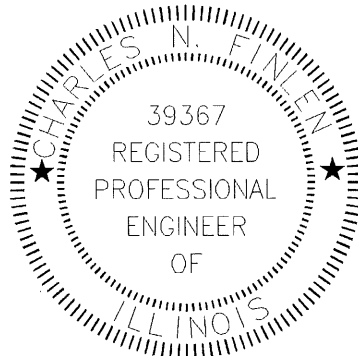
DRAINAGE STATEMENT

I, C. Neil Finlen, Registered Professional Engineer, and St. Ivan's LLC, being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become "Resubdivision Lots 377-383 Tenth Addition to Fox Creek Country Club" in the City of Bloomington, McLean County, Illinois, do hereby state 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 any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such 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.

I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.

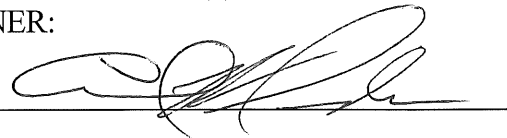


Registered Professional Engineer No. 039367



OWNER:

BY: _____





CONSENT AGENDA ITEM NO. 8.L.

FOR COUNCIL: July 10, 2023

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on an Ordinance Approving an Easement Agreement Between Oakwoods Homeowners Association and the City of Bloomington in Conjunction with the Fiscal Year 2024 Outdoor Warning Siren Upgrade, as requested by the Fire Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

BACKGROUND: The Outdoor Warning Siren system is designed to alert people who are outdoors as dangerous weather approaches and encourages them to seek shelter in a secure structure. The system is not designed to alert people who are already inside a structure. Depending on where a citizen lives in relation to a siren and the weather, some citizens may have the ability to hear the siren inside the structure they are in. The system is designed to have overlap coverage throughout the city, most residents will hear one if not several sirens in the event they are activated.

The warning system currently consists of 17 operating warning sirens located throughout the City. The operating sirens are different in age and coverage area, and as such, the spacing may not be equal, but the alert capability is consistent. The location of 16 sirens fall in a public way, while one siren is located on private property. The elevation, size, and area to be covered have governed where these sirens are located.

The one siren located on private property is on land owned by the Oakwood's Homeowners Association of Bloomington, Inc. This siren no longer operates and due to its age cannot be repaired. The Fire Department has budgeted funds to replace this siren in the Capital Budget. Through the process of replacing the siren, it has been determined that the City appears to have never obtained a right of way or easement to have the siren located on this private property. Fire Chief Eric West contacted a representative of the Oakwoods Homeowners Association of Bloomington, Inc., and they had no documentation between their organization and the City regarding the siren on their property. The Association is not opposed to having the siren on their property, therefore we are requesting approval of an easement and a construction easement for the installation of the new siren.

The subject property is located south of Six Points Rd. and east of the Union Pacific Railroad tracks. The Parcel Identification Number (PIN) is 21-17-102-018. We would be creating a 10-

foot easement which the siren would sit within, we also would create a temporary 40-foot easement that would allow installation of the new siren and removal of the old siren.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Oakwoods Homeowners Association of Bloomington, Inc.

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: Eric West, Fire Chief

ATTACHMENTS:

[FIRE 1B Ordinance](#)

[FIRE 1C Easement Agreement - Oakwoods](#)

[FIRE 1D Oakwoods HOA Letter](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE APPROVING AN EASEMENT AGREEMENT BETWEEN OAKWOODS HOMEOWNERS ASSOCIATION AND THE CITY OF BLOOMINGTON IN CONJUNCTION WITH THE FISCAL YEAR 2024 OUTDOOR WARNING SIREN UPGRADE

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter "City") is an Illinois home-rule municipality; and

WHEREAS, the City has authority to legislate to protect the public safety, health and welfare; and

WHEREAS, public safety, health and welfare are enhanced through the use of an outdoor siren warning system that can provide timely warnings to the public of severe weather; and

WHEREAS, in order to facilitate removal of the inoperable siren and installation of a new working siren, the Oakwoods Homeowners Association and the City have entered into a Permanent and Temporary Easement Agreement, attached hereto and titled "Permanent and Temporary Easement for Installation, Maintenance and Removal of Sirens"; and

WHEREAS, it is in the best interest of the City that said easement agreement is approved.

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 Easement Agreement between the Oakwoods Homeowners Association for installation, maintenance and removal of sirens 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 10th day of July 2023.

APPROVED this ____ day of July 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Prepared by and return to:

City of Bloomington
Office of Corporation Counsel
115 E Washington St. Suite 403
Bloomington, IL 61701
Phone: (309) 434-2213

PERMANENT AND TEMPORARY EASEMENT FOR INSTALLATION, MAINTENANCE AND
REMOVAL OF SIRENS

THIS INDENTURE WITNESSETH, that the Grantor, **Oakwoods Homeowners Association of Bloomington, Inc.**, for and in consideration of the sum of ten dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, CONVEYS AND GRANTS to **the City of Bloomington**, a Municipal Corporation, McLean County, Illinois, its employees, contractors, subcontractors, agents, successors and assigns, a permanent and a temporary easement to install, operate, and maintain an outdoor warning siren, including any required electrical or other infrastructure required to support the installation, maintenance, and operation of said siren. The easements shall also be used for the purpose of removing an inoperable siren presently located on the property. This Easement Agreement shall become effective after having been approved by the City Council of the City of Bloomington and signed by an authorized representative of each party. The temporary easement shall be in effect for six months following the effective date of this easement agreement.

1. Grantor owns certain real property south of Six Points Road and east of the Union Pacific Railroad in Bloomington, Illinois.

2. Said easements shall be on, under, over and across the property legally described in Appendix A and shall be as depicted in Exhibit A, attached hereto and incorporated herein by this reference.

3. The City and the City's agents, employees, designees, contractors, subcontractors, successors, and assigns, and all those acting by or on behalf of the City, shall have the right, privilege, and easement to use and occupy the Easement Premises at all times convenient and necessary for purposes of facilitating the construction and maintenance of the siren, including but not limited to the right of entry, access, occupation, and staging excavated earth. The City has the right to alter the slope or grade of the Easement Premises and the right to trim and/or cut down or eliminate trees, shrubbery, undergrowth, brush, or other landscaping, as well as to remove other obstructions or possible hazards, within the Easement Premises to the extent, in the sole judgment of the City, necessary to prevent interference with the efficient, safe, or convenient construction and maintenance of the new siren and the removal of the old siren.

4. Grantee shall restore the land described in this easement to a condition reasonably similar to the condition that existed prior to the activities of Grantee associated with installation, maintenance, operation and removal of the subject sirens.

5. The term of this easement shall be permanent, unless revoked in writing by both parties. This agreement shall run with the land and shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement.

Oakwoods Homeowners Association of Bloomington, Inc,
Grantor

By: Jeff Stromberger
Name: Jeff Stromberger
Its: Authorized Representative and Vice President

IN WITNESS WHEREOF, the undersigned has affixed its signature on this ____ day of _____, 2023.

CITY OF BLOOMINGTON, ILLINOIS, a
Municipal Corporation,

By _____
Mboka Mwilambwe, Mayor

Attest:

Leslie Smith-Yocum, City Clerk

STATE OF ILLINOIS)
) ss
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Mboka Mwilambwe, personally known to me to be the Mayor of the City of Bloomington, Illinois, a Municipal Corporation, and Leslie Smith-Yocum personally known to me to be the City Clerk of the City of Bloomington, Illinois, a Municipal Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as Mayor and City Clerk, they signed and delivered the said instrument as

Mayor and City Clerk of the City of Bloomington, Illinois, Municipal Corporation, and caused the seal of said City of Bloomington to be affixed thereto pursuant to authority given by the City Council of the City of Bloomington, Illinois, as their free and voluntary act and as the free and voluntary act and deed of said City of Bloomington, Illinois, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2023.

Notary Public

**APPENDIX A
LEGAL DESCRIPTION**

DESCRIPTION OF PROPOSED 10' WIDE PERMANENT EASEMENT

Part of the Northwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois:

A strip of land which includes the North 10 feet of the North property line that is also the Right of Way line of Six Points Road.

DESCRIPTION OF EXISTING 40' WIDE TEMPORARY EASEMENT:

Part of the Northwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois:

A strip of land which includes the North 40 feet of the North property line that is also the Right of Way line of Six Points Road.



THE OAKWOODS HOMEOWNERS ASSOCIATION OF BLOOMINGTON, INC.
P.O. BOX 344
BLOOMINGTON, IL 61702-0344

TO: Chief West

From: Jeff Stromberger – Vice President

RE: Oakwoods Outdoor Warning Siren Easement

This memo is to confirm and acknowledge that our Oakwoods Homeowners Association has been informed of our entitlement to market value for the above referenced easement as we have discussed. It is our desire to waive our rights to just compensation as well as the right of appraisal and choose to donate this Temporary and Permanent Easement so that the proposed Outdoor Warning Siren placement may proceed without delay.

Thank you for your assistance in this matter.

Jeff Stromberger – Vice President Oakwoods Homeowners Association



CONSENT AGENDA ITEM NO. 8.M.

FOR COUNCIL: July 10, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving the Purchase of Administrative Services and Stop Loss Insurance from Blue Cross Blue Shield for the City's Self-Funded Health Insurance Plans and Authorizing the Payment of Claims and Approving the Purchase of Life Insurance through Standard Life, as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: At the April 25, 2022, Council Meeting, approval was provided to 1) Remove the City of Bloomington from the Intergovernmental Personnel Benefit Cooperative ("IPBC") risk pooling arrangement which utilized BCBS as the claim administrator and network provider, as of July 1, 2022, and 2) Engage in an insurance broker agreement with Holmes Murphy, as requested by the Human Resources Department. Paperwork with BCBS was later finalized and signed off on at the May 23, 2022, Council Meeting.

The proposed Ordinance will grant the City Manager authority to renew agreements with BCBS and Standard Life for the City's self-funded health insurance and life insurance plans respectively, for renewals effective July 1, 2023, through July 1, 2026.

As a reminder, making this change positively impacted employees and taxpayers alike, as the City:

- Maintained the exact same PPO and HMO coverages with BCBS along with Employee Life insurance coverage via Standard Life that was previously
- Provided prescription drug benefits through Prime Therapeutics that matched what was previously provided via Express Scripts.
- Removed it from the risk sharing pool of all Members on claims between \$50,000 and \$500,000 to a conservative \$150,000. Not sharing in the claims incurred by smaller, less healthy Members has helped to insulate the City from large-scale future premium.
- Realized a 6% reduction on insurance premiums as of July 1, 2022.
- Allowed it to capture all the health improvement and cost savings generated by our Wellness Program, managed by City.
- Improved its ability to design future strategies for cost management with improved access to the data from our group and that of similar-size.

Please note: City of Bloomington retirees pay the full cost of medical coverage. The City does not provide subsidy towards monthly premiums.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: As previously mentioned, plan enrollees and the City realized a 6.6% reduction on insurance premiums as of July 1, 2022. Though the conversion out of IPBC occurred as of July 1, 2022, the City's health plans operate on a standard calendar year basis. That said, plan premiums increased a modest 2.9% as of January 1, 2023, and at this point are projected to increase 4.0% for 2024. These are well below industry averages and lower than premium increases previously experienced when the City was aligned with IPBC. The Human Resources Department is responsible for budgeting for both Employee and Retiree Plans on an annual basis. Stakeholders can locate these in FY 2024 Budget Book titled "Other Funds & Capital Improvement" beginning on pages 204 and 211.

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: Nicole Albertson, Human Resources Director

ATTACHMENTS:

- [HR 1B Ordinance](#)
- [HR 1C Unified ASO Benefit Program Application](#)
- [HR 1D PBM Benefit Program Application Addendum](#)
- [HR 1E Stop Loss Policy HMO](#)
- [HR 1F Stop Loss Policy Non-HMO](#)
- [HR 1G Services Agreement](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE APPROVING THE PURCHASE OF ADMINISTRATIVE SERVICES AND STOP LOSS INSURANCE FROM BLUE CROSS BLUE SHIELD FOR THE CITY'S SELF-FUNDED HEALTH INSURANCE PLANS AND AUTHORIZING THE PAYMENT OF CLAIMS AND APPROVING THE PURCHASE OF LIFE INSURANCE THROUGH STANDARD LIFE

WHEREAS, the City of Bloomington ("City") is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, on or about May 23, 2022, the City Council authorized City Manager to enter into an agreement with Blue Cross Blue Shield (BCBS) to act as administrator of the City's self-insurance plan for medical and prescription drug claims and to provide stop loss insurance to cover costs exceeding the self-funding expectations; and

WHEREAS, on or about the same time, the Council authorized the City Manager to purchase employee life insurance directly from Standard Life; and

WHEREAS, the stop loss insurance renews on an annual basis and shall require renewal on or about July 1st of each ensuing year; and

WHEREAS, the City Council finds it in the best interest of the City to authorize the City Manager to approve the renewal of administrative services, stop loss coverage with BCBS, and life insurance with Standard Life on an annual basis and for a period of three (3) calendar years.

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. Any technical bidding requirements are waived and the City Manager is authorized to renew the Administrative Services Agreement with BCBS on an annual renewal basis, and in addition, for up to three subsequent annual renewal periods, to execute any necessary agreements with: (1) BCBS to purchase stop loss insurance covering claims over and above the City's self-funded health insurance plan; and (2) Standard Life to purchase employee life insurance.

Section 3. The Finance Director is authorized to transfer funds, as set forth in the City's budget, to BCBS, as administrator of the City's self-funded health insurance plan, for the payment of claims.

Section 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 5. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

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

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

PASSED this 10th day of July 2023.

APPROVED this ____ day of July 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

ASO Unified Benefit Program Application (“ASO BPA”)

Applicable to Administrative Services Only HMO (“ASO HMO”) and Administrative Services Only Non-HMO (“ASO Non-HMO”) Group Accounts

administered by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, hereinafter referred to as “Claim Administrator” or “BCBSIL”

(All items are applicable to Employer’s ASO HMO plan design(s) and the ASO Non-HMO plan design(s) unless otherwise specified.)

Group Status: Renewing ASO Account

Employer Account Number (6-digits): 993034

ASO HMO Group Number(s): H93034

ASO HMO Section Number(s): 0004, 0005, 0006, 0007, 7777, 8889

ASO Non-HMO Group Number(s): PK4576, PK4579, PK4582

ASO Non-HMO Section Number(s): 0004, 0005, 0006, 0007, 7777, 8889

Legal Employer Name: City of Bloomington

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must also be named below. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED.)

ERISA Regulated Group Health Plan*: Yes No

Is your ERISA Plan Year* a period of 12 months beginning on the Effective Date of Coverage specified below? Yes
If not, please specify your ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

ERISA Plan Sponsor*: ERISA Plan Administrator*:

Plan Administrator’s Address:

ERISA Plan Administrator’s Email:

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:
Non-Federal Governmental Plan (Public Entity) ; if applicable, specify other: _____

Is your Non-ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? Yes
If not, please specify your Non-ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/Day/Year) 07 / 01 / 2023

Anniversary Date: (Month/Day/Year) 07 / 01 / 2024

Retiree-Only Plan(s) Identification:

For more information regarding Retiree-only plans, contact your Legal Advisor.

Do you have one or more Retiree-only plan(s)? Yes No

If yes, please provide Benefit Agreement number, or group and section numbers of the Retiree-only plan(s):

Account Information

NO CHANGES SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9311

Employer Identification Number (EIN): 37-6001563

Address: 109 E Olive

City: Bloomington

State: IL

ZIP: 61701

Billing Address (if different from above): _____

Administrative Contact: Josh Hansen

Title: Total Compensation & Training Mgr.

Email Address: jhansen@cityblm.org

Phone Number: 309-434-2504 Fax Number:

Wholly Owned Subsidiaries to be covered:

Affiliated Companies to be covered:

Employer Identification Number (EIN):

(Affiliated Companies must be required or permitted to be aggregated per IRS Guidelines. Employer hereby confirms that Employer, Subsidiaries and Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), or (c), or (m) or (o), or under applicable law.)

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Blue Access for EmployersSM ("BAESM") Contact: same as above

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address:

Phone Number:

Fax Number:

The Employer or other company listed in this ASO BPA is a public entity or governmental agency/contractor

Producer of Record

NO CHANGES SEE ADDITIONAL PROVISIONS

Effective: _____

If applicable, the below-named producer(s) or agency(ies) is/are recognized as Employer's Producer of Record (POR) to act as a representative in negotiations with and to receive commissions from BCBSIL, Claim Administrator's corporate subsidiaries, as applicable, for procuring Claim Administrator's claims administration services for Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by the Employer.

Are commissions to be paid? Yes No

Producer or Agency to whom commissions are to be paid*: Holmes Murphy

Illinois Producer#:

NPN:

Address:

City:

State:

Phone:

Fax:

Is Producer/Agency appointed with BCBSIL? Yes No

Commissions:

PCPM \$0 Does a Monthly Cap Apply Yes No \$ (If cap is annual, divide by twelve)

Flat \$ Does a Monthly Cap Apply Yes No \$ (If cap is annual, divide by twelve)

Percentage of Stop Loss: %

ADDITIONAL PROVISIONS: _____

* The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

Schedule of Eligibility

NO CHANGES SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions:

1. Eligible Person means: (For the ASO HMO plan design(s), an eligible person must reside in the service area of a Participating IPA.)

A full-time employee of the Employer.

A full-time employee of the Employer who is a member of: (name of union)

A part-time employee of the Employer.

A retiree of the Employer. Define criteria: _____

Other (please specify): Permit enrollment of any Seasonal employee who qualifies under the ACA. If a retired employee goes on Benistar, their spouse and eligible dependents can remain on the City's plan until the spouse goes on Medicare and/or the dependent reaches limiting age or goes on Medicare.

Are any classes of employees to be excluded from coverage? Yes No

If yes, please identify the classes and describe the exclusion: _____ Employee definitions

2. Employee definitions:

Full-Time Employee means:

A person who is regularly scheduled to work a minimum of 30 hours per week and who is on the permanent payroll of the Employer.

Other: Permit enrollment of any Seasonal employee who qualifies under the ACA.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Part-Time Employee means:

- A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
- Other:

3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:

- The date such person ceases to meet the definition of Eligible Person.
- The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.
- Other:

4. All current and new employees must satisfy the required waiting period indicated below before coverage will become effective. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan (the effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law).

- The date of employment.
- The _____ day of employment.
- The _____ day of the month following [INSERT NUMBER] Select Interval (option of 1 or 2 months or up to 60 days) of employment.
- The 1st day of the month following the date of employment.
- Other: except for Police unit 21 who are eligible date of employment
- This election applies only to the ASO HMO plan design(s): A full month's fees (including Direct and Allocated

Physician Service Fees) will be charged for the first (1st) month of coverage for those employees whose Coverage Dates fall between the first (1st) and fifteenth (15th) day of the Fee Schedule period. No fees will be charged for the first month of coverage for those employees whose Coverage Dates fall between the sixteenth (16th) day and the end of the Fee Schedule Period.

Is the waiting period requirement to be waived on initial group enrollment? Yes No

Are there multiple new hire waiting periods? Yes No

If yes, please attach eligibility and contribution details for each section.

5. Domestic partners covered: Yes No

If yes: a domestic partner is eligible to enroll for coverage.

If yes, are domestic partners eligible for continuation of coverage? Yes No

If yes, are dependents of domestic partners eligible to enroll for coverage? Yes No

If yes, are dependents of domestic partners eligible for continuation of coverage? Yes No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for domestic partners.

6. Civil union partners covered:

- i. The Employer is an Illinois county, municipality, the State of Illinois, subject to the Illinois School Code, a church plan or other non-ERISA plan. For such Employers, a civil union partner and his or her dependents are automatically eligible to enroll for coverage and, once enrolled, eligible for continuation of coverage as described in the Employer's Plan.

- ii. **For all other Employers:** Yes No

If yes: A civil union partner and his or her dependents are eligible to enroll for coverage.

If yes, are civil union partners and his or her dependents eligible for continuation of coverage? Yes No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for civil union partners.

Proprietary and Confidential Information of Claim Administrator

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7. Limiting Age for covered Children:

Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other:

If Employer is an Illinois county, municipality, the State of Illinois, or subject to the Illinois School Code, this Limiting Age is extended to thirty (30) years, for unmarried eligible military personnel as described in the Employer's Plan.

8. Termination of coverage upon reaching the Limiting Age: to occur on the last day of the calendar month in which the Limiting Age is reached.

Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the limiting age even if the child continues to be both disabled and dependent on the employee? Yes No

However, such coverage shall be extended in accordance with any applicable federal or state law and the Disabled Dependent provisions of this BPA. The Employer will notify BCBSIL of such requirements.

9. Disabled dependent: A disabled dependent means a dependent child who is medically certified as disabled and dependent upon the Employee or his/her spouse.

To administer medical certification of disabled dependents, you may select option (a) Standard Rules or (b) Custom Rules. BCBSIL will administer its standard process for administration of disabled dependent coverage if (a) below is selected by Employer, or at the Employer's direction memorialized below, BCBSIL will follow a customized process if Employer selects (b). If (b) is selected there are additional selections regarding age, proof of prior coverage, certification review, forms, and previous medical certification approvals.

(a) Disabled dependent administration will follow Standard Rules.

A disabled dependent is eligible to **continue** coverage beyond the limiting age, provided the disability began before the child attained the age of 26. A disabled dependent is eligible to **add** coverage beyond the limiting age, provided the disability began before the child attained the age of 26, and proof of coverage as a disabled dependent is provided. Administration of certification review is administered by BCBSIL; a disabled dependent certification form must be submitted to BCBSIL.

(b) Disabled dependent Administration will follow Custom Rules. Please make the following sections:

Age: Please select one option regarding age of when the disability began.

- The disability must have begun before the child attained the age of 26.
- All disabled dependents are covered regardless of when the disability began.

Proof of prior coverage: Please select required or not required below:

When **adding** coverage, proof of prior coverage as a disabled dependent is required not required.

Certification review: Please select one option regarding the administration of certification review.

- Certification review is administered by BCBSIL; a disabled dependent certification form must be submitted to BCBSIL.
- Certification review is administered by the Employer; there are no disabled dependent certification form requirements.

If certification review is administered by BCBSIL, please select one option regarding forms:

- Utilize BCBSIL disabled dependent certification forms.
- Utilize custom/other disabled dependent certification forms.

If certification review is administered by BCBSIL, please select allowed or not allowed below:

Proprietary and Confidential Information of Claim Administrator

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A disabled dependent approved certification from a prior insurance carrier is allowed not allowed.
A disabled dependent approved certification from a prior BCBS policy is allowed not allowed.

10. Will extension of benefits due to temporary layoff, disability or leave of absence apply?

Yes (specify number of days below) No

Temporary Layoff: 30 days

Disability: 30 days

Leave of Absence: 30 days

However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with an applicable federal or state law. The Employer will notify BCBSIL of such requirements.

11. Enrollment:

Special Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for group coverage assistance under a state Medicaid or CHIP premium assistance program.

Open Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so, during the Employer's annual Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period.

Specify Open Enrollment Period: October 1-31 for January 1 effective date

Late Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

Select one of the provisions below:

Open Enrollment – Late applicants may only apply during Open Enrollment.

Late Entrant – Late applicants may apply at any time – coverage effective date is determined by the receipt date and the rules governing off-cycle enrollments.

12. * Does COBRA Auto Cancel apply? Yes No

Member's COBRA/Continuation of Coverage will be automatically cancelled at the end of the member's eligibility period.

** Not recommended for accounts with automated eligibility.*

CURRENT EMPLOYEE ELIGIBILITY INFORMATION

Current number of eligible subscribers at onboarding and/or annual renewal _____.

Proprietary and Confidential Information of Claim Administrator

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Lines of Business (Check all applicable services)

NO CHANGES See Additional Provisions

Medical Plan Services:

- Participating Provider Option (PPO)
- Blue Choice Select PPO
- Blue Choice Options
- HMO Illinois®
- Blue Advantage HMOSM
- Blue High Performance NetworkSM (Blue HPNSM)

Additional Services:

- Wellbeing Management
- Wellness Incentives
- Health Advocacy Solutions (“HAS”) (for ASO Non-HMO Only)
- Mercer Health Advantage
- Custom Care Management Unit
- Blue DirectionsSM (Private Exchange) *(If selected, the Blue Directions Addendum is attached and made a part of the parties’ Administrative Services Agreement.)*
- Limited Fiduciary Services for Claims and Appeals
- Other Select Product
- Other Select Product
- Other Select Product
- Other Select Product
- Other
- Other

Ancillary Services:

- Dental Plan Services
- Vision Insurance *(if selected, complete a separate application)*
- Embedded Vision (ASO Non-HMO Only)
- Stop Loss *(if selected, complete separate Exhibits to the Stop Loss Coverage Policies as applicable for ASO HMO/Non-HMO Services)*
- Life, Disability, Critical Illness or Accident Insurance *(if selected, complete a separate application for those coverages)*
- COBRA Administrative Services *(if selected, complete separate COBRA Administrative Services Addendum, which must be attached and is made part of this ASO BPA)*

Consumer Driven Health Plan:

- BlueEdgeSM Health Care Account (HCA) Administrative Services *(if purchased, complete separate HCA BPA)*
- BlueEdgeSM HSA Eligible Health Plan (vendor: Other)
- FSA (vendor: Select Vendor)
- HRA (vendor: Select Vendor)

Prescription Drugs for ASO HMO:

- Covered under a pharmacy benefit *(If selected, the PBM Fee Schedule Addendum must be attached and is part of this ASO BPA.)*

ASO HMO Pharmacy Network (Select one):

- HMO Network
- Network shown on PBM Fee Schedule Addendum
- Other (please specify):

Prescription Drugs For ASO Non-HMO:

- Covered under a pharmacy benefit *(If selected, the PBM Fee Schedule Addendum must be attached and is part of this ASO BPA.)*
- Covered under the medical benefit or Blue Script

Pharmacy Network (Select one):

- Traditional Select Network
- Advantage Network
- Preferred Network (Not offered with Blue Script)
- Elite Network (Not offered with Blue Script)
- Network on PBM Fee Schedule Addendum ASO Non-HMO Drug List: Basic Drug List
- Other (please specify):

Prescription Drug Program Clinical Management Programs For ASO Non-HMO

- Pharmaceutical Care Management (“PCM”) (Retrospective) (Included with HAS)

Mercer Health Advantage is offered by Mercer, an independent company, and is administered by Blue Cross and Blue Shield of Illinois

Custom Care Management Unit is offered by Willis Towers Watson, an independent company, and is administered by Blue Cross and Blue Shield of Illinois.

Medical and Dental benefits and services are administered by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Life, Disability, Critical Illness, Accident and Vision products are issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Blue Cross and Blue Shield of Illinois is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association, BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

Proprietary and Confidential Information of Claim Administrator

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ASO HMO Plan Design to Allow Payment of Special Claim Types (as described in the attached ASO HMO Covered Benefits Talking Points Document.)

- Limited Dollar (LD) Claim Payment (Less than or equal to \$10,000 per episode)
- Late Membership Claim Payment
- Closed Medical Group Claim Payment
- Newborn Claim Payment Process
- Claims that are Not Approved by the Medical Group

This election provides for Claim Administrator to adjudicate and pay (as applicable) the specific types of claims identified above. If this election is not checked, these types of claims will be denied.

FEE SCHEDULE

Employer shall pay amounts Claim Administrator bills Employer for benefit claims Claim Administrator processes on Employer's behalf as well as administrative fees as set forth in this Fee Schedule.

Payment Specifications **NO CHANGES** **SEE ADDITIONAL PROVISIONS**

Employer Payment Method: Online Bill Pay Electronic Auto Debit Check

Employer Payment Period: Weekly (cannot be selected if Check is selected as payment method above)
 Semi Monthly (cannot be selected if Check is selected as payment method above)
 Monthly

Claim Settlement Period: Monthly

Run-Off Period: Employer payments are to be made for **12** months following end of Fee Schedule Period. *Standard is twelve (12) months.*

Fee Schedule Period: To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months, please specify: _____ months.

Administrative Per Employee Per Month (PEPM) Charges **NO CHANGES** **SEE ADDITIONAL PROVISIONS**

| | PPO | HSA | HMO | |
|--|------------------|------------------|------------------|------------------|
| Administrative Fee | <u>\$45.93</u> | <u>\$45.93</u> | <u>\$45.93</u> | \$ _____ |
| Dental | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| ASO HMO Managed Care Fee | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Limited Fiduciary Services | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Advanced Payment Review | 25% \$ _____ | 25% \$ _____ | 25% \$ _____ | % \$ _____ |
| *ASO Non-HMO Medical Drug Rebate Credit | <u>\$(2.50)</u> | <u>\$(2.50)</u> | <u>\$(_____)</u> | <u>\$(_____)</u> |
| *Rebate Credit for the Prescription Drug Program | <u>\$(62.33)</u> | <u>\$(62.33)</u> | <u>\$(62.33)</u> | <u>\$(_____)</u> |
| ASO Non-HMO Management of the Virtual Visits Program | <u>\$0.52</u> | <u>\$0.52</u> | \$ _____ | \$ _____ |
| Wellbeing Management | <u>\$7.95</u> | <u>\$7.95</u> | <u>\$0.45</u> | \$ _____ |
| ASO Non-HMO Health Advocacy Solutions | \$ _____ | \$ _____ | \$ _____ | \$ _____ |

Proprietary and Confidential Information of Claim Administrator

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| | | | | |
|--|----------|----------|----------|----------|
| Commissions: _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Commissions: _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Commissions: _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Other: Select Service Category List Service: _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Other: Health Advocacy Solutions - Package S (Primary) List Service: | \$ | \$ | \$ | \$ |
| Other: Select Service Category List Service: | \$ | \$ | \$ | \$ |
| Other: Select Service Category List Service: | \$ | \$ | \$ | \$ |
| Miscellaneous: BVA with Member Rewards | \$2.95 | \$2.95 | \$ | \$ |
| Miscellaneous: | \$ | \$ | \$ | \$ |
| Total | \$ | \$ | \$ | \$ |

Administrative Per Member Per Month (PMPM) Charges for Prescription Drug Program Clinical Management Programs For ASO Non-HMO

NO CHANGES SEE ADDITIONAL PROVISIONS

| | | | | |
|--|----------|----------|----------|----------|
| Pharmaceutical Care Management (Retrospective) (No cost if both HAS and Prescription Drug Program are elected) | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Total | \$ | \$ | \$ | \$ |

*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager (PBM) or a pharmaceutical manufacturer to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator by the PBM or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any Rebate Credit provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

| Administrative Line Item Charges | | Frequency | Amount |
|---|--|-----------|----------|
| Other: Select Service Category List Service: _____ | Select Billing Frequency If applicable, describe other: _____ | | \$ _____ |
| Other: Select Service Category List Service: _____ | Select Billing Frequency If applicable, describe other: _____ | | \$ _____ |
| Other: Select Service Category List Service: _____ | Select Billing Frequency If applicable, describe other: _____ | | \$ _____ |
| Other: Select Service Category List Service: _____ | Select Billing Frequency If applicable, describe other: _____ | | \$ _____ |
| Miscellaneous: _____ | Select Billing Frequency If applicable, describe other: _____ | | \$ _____ |
| Miscellaneous: _____ | Select Billing Frequency If applicable, describe other: _____ | | \$ _____ |
| Miscellaneous: _____ | Select Billing Frequency If applicable, describe other: _____ | | _____ % |
| Total: | | | \$ _____ |

Proprietary and Confidential Information of Claim Administrator

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| | |
|--|---|
| ASO Non-HMO Claim Administrator Provider Access Fee(s) | <input type="checkbox"/> NO CHANGES <input type="checkbox"/> SEE ADDITIONAL PROVISIONS <input type="checkbox"/> INCLUDED IN THE ADMINISTRATION FEE |
| Group Number(s): H93034, PK4576, PK4579, PK4582 | |
| <input checked="" type="checkbox"/> % of ADP Savings: 1.49% | |
| <input type="checkbox"/> \$ per Covered Employee per month: \$ | |
| <input type="checkbox"/> Group with multiple Provider Access Fees by services (e.g., CMM, and/or PPO plans): Group Number(s): | |
| <input type="checkbox"/> % of ADP Savings: % | |
| <input type="checkbox"/> \$ per Covered Employee per month: \$ | |
| BlueCard Program/Network Access Fees | |
| Available upon request. | |

| | |
|--|---|
| Other Service and/or Program Fee(s) | <input checked="" type="checkbox"/> NO CHANGES <input type="checkbox"/> SEE ADDITIONAL PROVISIONS |
| NSA Fees | |
| In connection with the claims, items, and services that are subject to the No Surprises Act ("NSA") and disputed by a Provider, Employer agrees to pay Claim Administrator the following fees: | |
| <ul style="list-style-type: none"> • Fifty dollars (\$50) for each claim that is the subject of informal negotiation with a Provider (this fee will be charged in the event the Provider, in its sole discretion, determines that it will not accept the initial payment amount); and • An additional seventy-five dollars (\$75) per claim for each independent dispute resolution process ("IDR") where Claim Administrator represents Plan (this fee will be charged in the event the Provider, in its sole discretion, determines that it will initiate IDR after the informal negotiation period); and • All costs imposed by the IDR entity or any state, federal or local government entity in connection with an IDR. | |
| External Review Coordination: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If yes , coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan. | |
| For ASO Non-HMO, Employer elects the following process: <input type="checkbox"/> State of Illinois External Review Process <input checked="" type="checkbox"/> Federal Affordable Care Act Process | |
| For ASO HMO, Employer authorizes Claim Administrator to use the Federal Affordable Care Act Process. | |
| If no , provide name and address of administrator(s) of external review coordination and indicate if administrating medical claims and/or pharmacy claims: | |
| Administrator: Medical claims: <input type="checkbox"/> Pharmacy claims: <input type="checkbox"/> Name: Mailing Address: | |
| Administrator: Medical claims: <input type="checkbox"/> Pharmacy claims: <input type="checkbox"/> Name: Mailing Address: | |
| Advanced Payment Review (APR): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| APR is a suite of payment integrity offerings. Refer to the ABS. If Employer elects APR, indicate APR Savings Program or PEPM below: | |
| <input checked="" type="checkbox"/> APR Savings Program <input type="checkbox"/> PEPM | |
| For APR capabilities other than Reimbursement Services: If Employer elects APR Savings Program, Claim Administrator will invoice the percentage indicated in the Fee Schedule of any savings amounts identified by Claim Administrator or third-party vendor. | |

Reimbursement Services: Yes No If yes, Claim Administrator will retain twenty-five percent (25%) of any recovered amounts made on third-party liability claims other than recovery amounts received as a result of or associated with any Workers' Compensation Law.

ASO Non-HMO FlexAccess™: Yes No

Claim Administrator will assess a program fee equal to 20% of the total shared savings. Total shared savings is calculated as follows:

The difference between Employer responsibility without the FlexAccess Program and Employer responsibility with the FlexAccess Program. The Employer responsibility with the FlexAccess Program is the cost of the drug minus: (1) the manufacturer copay assistance dollars that are allocated to the cost of the drug and (2) the member's cost share for the member enrolled in the program. The Employer responsibility without the FlexAccess Program is the cost of the drug minus the member cost share if the member was not enrolled in the program.

Third-Party Law Firms Provisions (other than Reimbursement Services): Employer will pay no more than 35% of any recovered amount made by Claim Administrator's third-party law firm or up to 35% of any recovered amount will be deducted from the amount distributed according to established allocation processes.

ASO HMO Direct Physician Service Fees ("PSFs"): Please see applicable proposal or renewal materials for projected Direct PSFs. Claim Administrator will bill Employer the Direct PSF, which will be based on capitation payments paid to HMO Providers for all covered professional services provided to members, and vendors for covered services provided to members, and other capitation payments and other alternative funding arrangements as set forth in Claim Administrator's arrangement with the HMO Providers and the vendors. Effective January 1st of each year (regardless of plan year), Claim Administrator will recalculate the Direct PSFs. In addition, Employer will receive a debit or credit on its bill to reflect enrollment adjustments even if the Administrative Services Agreement has expired or terminated.

ASO HMO Allocated Physician Service Fees: Please see the most recent applicable proposal or renewal materials for projected Allocated PSFs. Claim Administrator will bill Employer the Allocated PSFs, based on the factors and methodology described in the applicable proposal or renewal. Employer acknowledges receipt of and agreement to the above projections, factors and methodologies.

Alternative Compensation Arrangements: Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted Providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for covered services under such Arrangements is described in the Administrative Services Agreement between the Claim Administrator and the Employer.

ASO Non-HMO Virtual Visits Program: Yes No If yes, Covered Persons would be able to obtain certain Covered Services remotely via interactive video and/or interactive audio (where available) capability from Virtual Visits powered by MDLIVE.

MDLIVE® is a separate company that operates and administers Virtual Visits for persons with coverage through Blue Cross and Blue Shield of Illinois. MDLIVE is solely responsible for its operations and for those of its contracted providers. MDLIVE® and the MDLIVE logo are registered trademarks of MDLIVE, Inc., and may not be used without permission.

Termination Administrative Charge

As applies to the Run-Off Period indicated in the Payment Specifications section above:

- i. **For service charges (including, but not limited to, access fees) billed on a per Covered Employee basis at the time of termination of the Administrative Services Agreement or partial termination of Covered Employees,** the Termination Administrative Charge will be the amount equal to ten percent (10%) of the annualized charges based on the service charges in effect as of the termination date or date of partial termination and the Plan participation of the two (2) months immediately preceding the termination date or date of partial termination. Such aggregate amount will be due the Claim Administrator within ten (10) days of the Claim Administrator's notification to the Employer of the Termination Administrative Charge described herein.
- ii. **For service charges (including, but not limited to, access fees) billed on a basis other than per Covered Employee at the time of termination of the Administrative Services Agreement or partial termination of Covered Employees,** the Termination Administrative Charge will be such service charges in effect at the time of termination of the Administrative Services Agreement or partial termination of Covered Employees to be applied and billed by the Claim Administrator, and paid by the Employer, in the same manner as prior to termination of the Administrative Services Agreement or partial termination of Covered Employees.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

1. Summary of Benefits & Coverage:

a. Will Claim Administrator create Summary of Benefits and Coverage (SBC)?

- Yes. Please answer question b. The SBC Addendum is attached and is made part of this ASO BPA.
 No. If no, then skip question b and refer to the Administrative Services Agreement for further information.

b. Will Claim Administrator distribute the (SBC) to Covered Persons?

- No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to Covered Persons (or hire a third party to distribute) as required by law.
 Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and distribute SBC to plan participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is one dollar and fifty cents (\$1.50) per package.

2. Massachusetts Health Care Reform Act:

Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? Yes No

If no: The Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue if required by the Massachusetts Health Care Reform Act.

3. ASO Non-HMO Alternative Care Management Program (applicable to the medical management program):

- Yes No

The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, including but not limited to Behavioral Health, and other health care management programs.

For ASO HMO: Employer authorizes delegation of UM, Case Management, and other health care management programs to the Participating IPAs.

4. ASO HMO Prior Authorization: Employer acknowledges and agrees (a) that all services must be authorized by a Primary Care Provider or Woman's Principle Health Care Provider in order to be covered (except in certain situations, such as emergencies), and (b) to utilize Claim Administrator's standard list of services and supplies for which pre-notification or preauthorization is required.

ASO Non-HMO Prior Authorization (applicable to the purchased medical management program): Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which Prior Authorization (also called pre-notification or preauthorization) is required.

5. Essential Health Benefits ("EHB") Election:**Employer elects EHBs based on the following:** 1. EHBs based on a Claim Administrator state benchmark:

- Illinois Montana New Mexico Oklahoma Texas

 2. EHBs based on benchmark of a state other than IL, MT, NM, OK and TX

If so, indicate the state's benchmark that Employer elects: ____

 3. Other EHB, as determined by Employer**Proprietary and Confidential Information of Claim Administrator**

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Illinois benchmark plan.

6. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement between the parties with both such documents to be referred to collectively as the "Administrative Services Agreement" unless specified otherwise.

7. **Producer/Consultant Compensation:**

The Employer acknowledges that if its POR acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's POR a commission and/or other compensation in connection with such services under the Administrative Services Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid to the POR by the Claim Administrator in connection with services under the Administrative Services Agreement, the Employer should contact its POR.

Additional Provisions: 7/1/2023 Medical Renewal - no changes.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Signature

Amanda Balster

Sales Representative

848

217/541-8079

District

Phone & FAX Numbers

Anna Evans

Producer Representative

Holmes Murphy & Associates

Producer Firm

Producer Address

Producer Phone & FAX Numbers

Producer Email Address

010020751

Producer Number

Signature of Authorized Purchaser

Print Name

Title

Date

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

PBM Fee Schedule Addendum to the Benefit Program Application

| | |
|--|-------------------|
| City of Bloomington | |
| Term: 07/01/2023-06/30/2024 | Employees: 520 |
| Guaranteed Traditional Aggregate Pricing Arrangement C* | |
| Traditional Select Network and Basic Drug List | |
| RETAIL | |
| Brand | Generic |
| AWP minus | AWP minus |
| 19.15% | 82.30% |
| DISPENSING FEE | |
| Brand | Generic |
| \$0.75 | \$0.75 |
| MAIL | |
| Brand | Generic |
| AWP minus | AWP minus |
| 23.45% | 82.85% |
| DISPENSING FEE: | \$0.00 |
| EXTENDED SUPPLY NETWORK ("ESN") (If Applicable) | |
| Brand | Generic |
| AWP minus | AWP minus |
| 22.45% | 85.20% |
| DISPENSING FEE: | \$0.00 |
| Aggregate Specialty Discount | |
| Pricing based on Employer's use of the Prime Specialty network | AWP minus: 19.95% |
| DISPENSING FEE: | \$0.00 |
| Rebate Credits to Employer: | |
| PEPM Rebate Credits to Employer: | \$62.33 |
| Employer Administration Fees: | |
| PBM Administration Fees PEPM: | \$0.00 |

Additional Provisions:

¹ Employer will be billed for retail brand and retail generic prescriptions, mail brand and mail generic prescriptions, ESN brand and ESN generic, and Specialty pharmacy claims (excluding compound prescriptions) based on the lesser of (a) U&C or (b) PBM's adjudication rate schedule(s) that is/are intended to achieve, on an aggregate calendar-year basis, the AWP discounts and Dispensing Fees shown above for all of Claim Administrator's group customers that have purchased the above specific pricing arrangement ("Groups with the Pricing Arrangement") and use the above Network (the "Employer's Contract Rates").

For purposes of setting Employer's Contract Rates and calculating whether the AWP discounts and Dispensing Fees have been achieved:

- a. Brand drugs are defined as all drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".
- b. Generic drugs are defined as all drugs available in sufficient supply that have a Medi-Span multisource code field equal to "Y".

Employer acknowledges and agrees that Employer's Contract Rates may vary based on market influences and as necessary to achieve the AWP discounts and Dispensing Fees shown above, on an aggregate calendar year basis, for Groups with the Pricing Arrangement that use the above Network. However, such variation for Brand products in each of the Retail, Mail, and ESN categories (on an aggregate annual basis) may only vary by +/-3% from the applicable AWP discount shown above.

Employer will be billed the above Dispensing Fee (such Fee may be included in the amount billed to Employer) unless the Employer is billed based on the U&C price. If the Employer is billed based on the U&C price, then the Dispensing Fee is included in such U&C price.

Employer will be billed for Compound Drug claims based on the applicable discounted rate in the Network Contract.

Employer will be billed for Foreign Claims based on an amount equal to the amount billed by the pharmacy.

Employer will be billed for out-of-network claims based on the pricing set forth in the Administrative Services Agreement and/or PBM Exhibit, as applicable.

If the AWP discounts and Dispensing Fees shown above are not achieved for a particular calendar year, for Groups with the Pricing Arrangement that use the above Network, then Employer will be credited, no later than 180 days after the end of each calendar year during the Term, an amount calculated as follows:

- First, the total aggregate shortfall dollar amount for the calendar year for Groups with the Pricing Arrangement that use the above Network will be calculated by comparing the actual performance of each of the above categories (Retail, Mail, ESN, and Specialty) with the corresponding AWP discounts and Dispensing Fees shown above for each category. The amount of any performance in any category that exceeds the above AWP discounts and Dispensing Fees will be used to offset any and all shortfall(s) in any or all categories. The above aggregate shortfall, if any, is then divided by total claims for Groups with the Pricing Arrangement that use the above Network, and did not terminate their Addendum prior to their anniversary date, for the calendar year ("Per Claim Amount"). Then the Per Claim Amount will be multiplied by Employer's total claims for that calendar year to calculate the reconciliation credit. However, if Employer terminates this Addendum prior to its anniversary date and the above Guaranteed Traditional Aggregate Pricing Arrangement is not achieved, then Employer will not be eligible to receive such credit.
- For purposes of determining if a shortfall exists, claims billed to Employer based on the U&C price will be considered to have \$0.00 Dispensing Fees.
- Compound Drug claims, Foreign Claims, reversed claims, long term care (LTC) home infusion pharmacy, veterans affairs pharmacy, Indian/tribal/urban pharmacy, 340B, Medicare/Medicaid, member submitted, coordination of benefits (COB), subrogation, paper, invalid, usual and customary (U&C) claims and out-of-network claims are excluded from the calculation of whether the AWP discounts and Dispensing Fees shown.
- Non-specialty discount and dispensing fees also exclude specialty (as defined by the BCBS specialty drug pricing file).
- If the AWP discounts and Dispensing Fees shown above are exceeded for Groups with the Pricing Arrangement that use the above Network, then Employer will not receive any credit, and there will not be a year-end settlement.
- Under the Guaranteed Traditional Aggregate Pricing Arrangement any particular group customer's experience relative to the pricing guarantees will not determine its eligibility for a credit. Group customer's eligibility for a credit is determined based on the aggregate experience of all group customers that have purchased the Pricing Arrangement and use the above Network. As such, an individual group customer may have experience that does not meet, or exceeds, the AWP discounts and Dispensing Fees shown above. In addition, when there is a reconciliation credit, it is allocated in a manner described above and not based on any particular group's experience (other than number of claims).

PBM uses Medi-Span as the pricing source to establish AWP, for purposes of calculating whether the above AWP discounts have been achieved.

Members' cost share is the applicable copayment, deductible, and/or coinsurance, which coinsurance is calculated based on the Employer's Contract Rate or the applicable out-of-network pricing. Zero balance logic is not employed.

AWP discounts are based on the actual NDC-11 dispensed.

AWP discounts do not include savings from drug utilization review or other clinical or medical management programs.

The above Guaranteed Traditional Aggregate Pricing Arrangement, Rebate Credits and Administrative Fees may be subject to change if the Employer's claims include 340B pricing.

In addition to the rights of the parties under the PBM Exhibit, if changes occur within the pharmacy benefit management marketplace which lead to a significant deviation from the current economic environment, both parties agree to engage in good faith negotiations to amend this Addendum to make impact on both parties commercially reasonably economically neutral. If the parties cannot agree on the terms of the amendment, either party shall be allowed to (a) proceed to dispute resolution, as set forth in the Administrative Services Agreement or (b) terminate this Addendum with 90 days' prior written notice to the other party. Failure to reach agreement on the amendment shall not be a breach of contract.

The above Guaranteed Traditional Aggregate Pricing Arrangement, Rebate Credits and Administrative Fees are based on the Network and Drug List shown above.

Unless otherwise specified in this Addendum, capitalized terms used in this Addendum shall have the meanings set forth in the Administrative Services Agreement or the PBM Exhibit, as applicable.

* Employer Payments to Claim Administrator for Covered Services provided by Network Participants are calculated based on the pricing terms set forth in this Addendum which shall remain in effect for the term of this Addendum to the extent described in the Administrative Services Agreement. Such pricing may or may not equal the amounts actually paid to the Network Participants or received from drug manufacturers (e.g., rebates), or the amounts paid or received between Claim Administrator and the PBM. As a result, the PBM or Claim Administrator may realize positive margin on prescriptions filled at retail, mail order, ESN or specialty pharmacies or prescription drug rebates. Employer acknowledges that it has negotiated for the specific traditional pricing terms set forth in this Addendum, and that it and its group health plan have no right to, or legal interest in, any portion of any positive margin retained by Claim Administrator or PBM and consents to Claim Administrator's and PBM's retention of all such amounts.

Signature of Authorized Purchaser

Print Name

Title

Date



EXHIBIT TO THE STOP LOSS COVERAGE POLICY for ASO HMO Services

Employer Group Name: City of Bloomington
Employer Group Address: 109 E Olive
City: Bloomington State of Situs: IL Zip Code: 61701
Account Number: 993034
Employer Group Number(s): H93034
Current Effective Date: 7/1/2023
Current Policy Period: Beginning on 7/1/2023 and ending on 6/30/2024.

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Exhibit is superseded in whole or in part by a later executed Exhibit.

Is this a Unified* group ("Unified" means the Employer has purchased both Stop Loss Coverage for ASO HMO Services and Stop Loss Coverage)? [X] Yes [] No

If yes, complete separate Exhibit to the Stop Loss Coverage Policy.

*Unified groups' individual Paid Claims will be combined for determination of whether the Individual Point of Attachment is exceeded, as described in the section of the Policy entitled INDIVIDUAL (SPECIFIC) STOP LOSS SETTLEMENT. Likewise, Unified groups' total Paid Claims minus total Individual Stop Loss Claims will be combined for determination of whether the Aggregate Point of Attachment is exceeded, as described in the section of the Policy entitled AGGREGATE STOP LOSS SETTLEMENT.

A. Aggregate Stop Loss Coverage: [X] Yes [] No

If yes, complete items 1. through 9. below.

1. [] New Coverage [X] Renewal of Existing Coverage

2. Stop Loss Coverage during the current Policy Period:

[] New Coverage (Select one from below):

[] Incurred and paid during the Policy Period: Claims incurred and paid from to

[] Run-in coverage: Claims incurred from to and Claims paid from to

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) and paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

[X] Renewal of Existing Coverage:

[X] Claims incurred on or after the original Effective Date of Policy and paid during the current Policy Period.

3. Aggregate Stop Loss Coverage shall apply to:

- Medical Claims paid on a fee-for-service basis only (not including Direct Physician Service Fees, Allocated Physician Service Fees, paid by Employer)
- Vision Claims
- Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager
- Dental Claims
- For Hospital Employer Groups only: *Excludes* _____% of Home Hospital Medical claims
- Other (please specify): _____

4. Average Claim Value: \$418.19 (per Employee per month)

- Includes Claim Administrator's Provider Access Fee
- Excludes Claim Administrator's Provider Access Fee

Attachment Factor: 125% of the Average Claim Value

5. Aggregate Attachment Claim Liability:

- a. Employer's Claim Liability for the Current Policy Period shall be the sum of the Monthly amounts obtained by multiplying the number of Coverage Units for each Month by the following factor:

\$522.74 for each Coverage Unit

6. Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims: Yes No

Run-Off Attachment Claim Liability Factors:

Employers Run-Off Claim Liability shall be an amount equal to 15% of the annualized Employer Claim Liability based on the participation of the two (2) calendar months immediately preceding termination. Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

7. Aggregate Stop Loss Claims:

- a. The amount of Paid Claims during the current Policy Period, less:

Individual (Specific) Stop Loss Claims if any, that exceed(s) the Aggregate Point of Attachment.

The Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in item A.5. above for the current Policy Period. However, for the current Policy Period the minimum Aggregate Point of Attachment shall be \$8,019,964. If this is a Unified group, the Aggregate Point of Attachment will be increased by an amount equal to the Aggregate Point of Attachment set forth in the Exhibit to the Stop Loss Coverage Policy, and the minimum Aggregate Point of Attachment will be increased by an amount equal to the minimum Aggregate Point of Attachment set forth in the Stop Loss Coverage Policy.

- b. The following applies if the answer to item A.6. above is "Yes" (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims):

In the event of termination at the end of the current Policy Period, Aggregate Stop Loss Coverage shall equal the amount of Final Settlement Paid Claims that exceed the Final Settlement Aggregate Point of Attachment. Final Settlement Paid Claims shall equal the sum of the Paid Claims during the Final Policy Period and the Paid Claims during the Run-Off Period, less Individual (Specific) Stop Loss Claims, if any. The Final Settlement Point of Attachment shall equal the sum of the Employer's Claim Liability amount for the Final Policy Period and the Employer's Run-Off Claim Liability calculated as described in items A.5. and A.6. above. However, for the Final Settlement Period the minimum Aggregate Point of Attachment shall be the minimum Aggregate Point of Attachment in item A.7.a. above increased by 15%.

- c. The amount of "Run-in" Claims that is excluded from Individual (Specific) Stop Loss Coverage in item B.2. is also not eligible for Aggregate Stop Loss coverage.

8. Stop Loss Premium (Select one):

Annual Premium (Due on the first day of the current Policy Period): \$827.

The following applies if the answer to item A.6. above is "Yes" (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of the current Policy Period, an additional premium amount equal to 15% of the Annual Premium will be due within ten (10) calendar days of receipt of the billing.

Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by:

\$_____ for each Coverage Unit

The following applies if the answer to item A.6. above is "Yes" (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims):

In the event of termination at the end of the current Policy Period, an additional Premium amount equal to 15% of the annualized Premium based on the participation of the two (2) months immediately preceding termination will be due within ten (10) calendar days of receipt of the billing.

9. The premium is based upon a current membership of _____ Coverage Units.

B. Individual (Specific) Stop Loss Coverage: Yes No

If yes, complete items 1. through 7. below.

1. New Coverage Renewal of Existing Coverage

2. Stop Loss Coverage during the current Policy Period:

New Coverage (Select one from below):

Incurred and paid during the Policy Period: Claims incurred and paid from _____ to _____

Run-in coverage: Claims incurred from _____ to _____ and Claims paid from _____ to _____

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

Renewal of Existing Coverage:

Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

3. Individual (Specific) Stop Loss Coverage shall apply to:

Medical Claims paid on a fee-for-service basis only (not including Direct Physician Service Fees, Allocated Physician Service Fees, paid by Employer)

Vision Claims

Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager

Dental Claims

For Hospital Employer Groups only: *Excludes* _____% of Home Hospital Medical claims

Other (please specify): _____

4. Individual (Specific) Stop Loss Claims

For each other Covered Person:

Individual (Specific) Stop Loss Coverage equals the amount of Paid Claims for a Covered Person during the current Policy Period in excess of the Individual (Specific) Point of Attachment of \$150,000 per Covered Person. Such amount shall apply for the current Policy Period.

5. Individual (Specific) Stop Loss Coverage includes coverage of Run-Off Paid Claims: Yes No

The following applies if the answer to item B.5. above is "Yes" (Individual Stop Loss Coverage includes coverage of Run-Off Paid Claims):

- a. In the event of termination at the end of the current Policy Period, Individual (Specific) Stop Loss Coverage shall equal the amount of Final Settlement Paid Claims that exceed the Point of Attachment specified in B.4. above. Final Settlement Paid Claims shall equal the sum of Paid Claims for a Covered Person during the Final Policy Period and the Run-Off Period (beginning on _____ and ending on _____).
- b. In the event of termination at the end of the current Policy Period, Employer's Final Settlement Claim Liability equals the sum of Paid Claims for a Covered Person during the Final Policy Period and Run-Off Period up to the Point of Attachment specified in item B.4.a. above.

Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

6. Stop Loss Premium (select one):

Annual Premium (Due on the first day of the current Policy Period): \$_____.

The following applies if the answer to item B.5. is "Yes" (Individual (Specific) Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of the current Policy Period, an additional premium amount equal to 15% of the Annual Premium will due within ten (10) calendar days of receipt of the billing.

Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by:

\$77.31 for each Coverage Unit

The following applies if the answer to item B.5. above is "Yes" (Individual (Specific) Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of the current Policy Period, an additional premium amount equal to 20% of the annualized Premium based on the participation of the two (2) months immediately preceding termination will be due within ten (10) calendar days of receipt of the billing.

7. The premium is based upon a current membership of 27 Coverage Units.

Additional Provisions:

Retirees Covered: Yes No

The undersigned person represents that he/she is authorized and responsible for purchasing stop loss coverage on behalf of the Employer. It is understood that the actual terms and conditions of coverage are those contained in this Exhibit and the Stop Loss Coverage Policy into which this Exhibit shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer. Upon acceptance of this Exhibit and issuance of the Stop Loss Coverage Policy, the Employer shall be referred to as the "Policyholder."

Amanda Balster
Sales Representative

Signature of Authorized Purchaser

Title of Authorized Purchaser

Date

| | |
|--|--|
| | |
|--|--|



APPLICATION AND POLICY SCHEDULE FOR STOP LOSS COVERAGE

Employer Group Name: City of Bloomington
Employer Group Address: 109 E Olive
City: Bloomington **State of Situs:** IL **Zip Code:** 61701
Account Number: 993034
Employer Group Number(s): PK4576, PK4579, PK4582 _____
Original Effective Date of Stop Loss Policy: July 1, 2022
Current Policy Effective Date: July 1, 2023
Current Policy Period The specifications set forth in this Application are for the Policy Period commencing on 07/01/23 and ending on 06/30/24.

The specifications below shall become effective on the first date of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Application is superseded in whole or in part by a later executed Application.

A. Covered Employees:

Number of Single Coverage Units: 249
 Number of Family Coverage Units: 244

B. Individual Stop Loss Coverage:

1. New Coverage Renewal of Existing Coverage

2. Stop Loss coverage during the Current Policy Period

Choose an item

Coverage for Claims incurred from _____ to _____ and Claims paid from _____ to _____.

For new coverage only, if a run-in contract as explained in the Stop Loss Policy (24/12, 18/12, or 15/12 coverage period) is purchased, claims paid by the Employer Group's prior claim administrator will be settled at the time of the annual stop loss settlement and must be reported by the Employer Group to the Company (Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) by the end of the Employer Group's Current Policy Period or stop loss coverage for these run-in claims will be forfeited.

(Paid Renewal Only) Claim Administrators Claims: Claims incurred on or after the Original Effective Date of Policy and paid during the Policy Period.

3. Covered Expenses includes:

Medical Claims:

Claim Administrator's Provider Access Fees

Prescription Drug Claims with: Prime (Preferred PBM) _____

For **Hospital Employer Groups only:** Excludes _____% of Home Hospital Medical claims

Other (for example Dental/Vision): _____.

4. Individual Stop Loss Provisions

a. Individual Stop Loss Deductible: \$150,000
Applies per Covered Person for the Employer Group's Current Policy Period.

b. Aggregating Specific Deductible (if applicable): \$_____

c. Lasered Individuals with Individual Stop Loss Deductible (if applicable):
Individual identifier, alternate Individual Stop Loss Deductible:

d. Lasered Individuals excluded from Stop Loss Coverage (if applicable):
Individual identifier:

e. If a run-in contract (24/12, 18/12, or 15/12 coverage period) is purchased, per Item 2. above, run-in claims are covered with a maximum liability of: \$_____ per Covered Person.

5. Terminal Liability Option (TLO) (does not apply to Employer Groups with 12/15, 12/18, or 12/24 contracts):
 Yes No

The following applies if the answer to item above is "Yes" (Terminal Liability Option):

Must be elected at Policy inception or renewal. Premium cost is calculated by taking the average enrollment for the last two months of the Current Policy Period multiplied by three times pre-termination Individual Stop Loss rate(s). Premium is due at the time of termination, payable by lump sum within 10 days of receipt of bill. Claims will accumulate and be combined under one Individual Stop Loss Deductible specified in item B.4.a above for the Current Policy Period and Terminal Period. The Settlement for the Final Accounting Period will be described in the section of the Policy entitled SETTLEMENTS.

6. Individual Stop Loss Premium
Monthly Individual Stop Loss Premium shall be equal to the amounts obtained by multiplying the number of Covered Employees for a particular Month by:

\$176.64 Composite; or
\$_____ for each Single Coverage Unit
\$_____ for each Family Coverage Unit

C. **Aggregate Stop Loss Coverage:** Yes No
If yes, complete Items 1. through 5. Below:

1. New Coverage Renewal of Existing Coverage

2. Stop Loss Coverage during the current Policy Period

Choose an item

Coverage for Claims incurred from _____ to _____ and Claims paid from _____ to _____.

For new coverage only, if a run-in contract as explained in the policy (24/12, 18/12, or 15/12 coverage period) is purchased, claims paid by the Employer Group's prior claim administrator will be settled at the time of the annual stop loss settlement and must be reported by the Employer Group to the Company (Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) by the end of the Employer Group's Current Policy Period or stop loss coverage for these run-in claims will be forfeited.

(Paid Renewal Only) Claim Administrators Claims: Claims incurred on or after the Original Effective Date of Policy and paid during the Policy Period.

3. Covered Expenses:

- Medical Claims
 - Claim Administrator's Provider Access Fees
- Prescription Drug Claims with: **Choose an item** _____
- For **Hospital Employer Groups only**: Excludes _____% of Home Hospital Medical claims
- Other (for example Dental/Vision): _____

4. Aggregate Claim Liability

- a. Attachment Factor 125% of the Average Claim Value
- b. Aggregate Claim Factors:

| Group Number: | _____ | _____ | _____ | _____ |
|-------------------------------|------------|----------|----------|----------|
| Composite; or | \$1,477.64 | \$ _____ | \$ _____ | \$ _____ |
| For each Single Coverage Unit | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| For each Family Coverage Unit | \$ _____ | \$ _____ | \$ _____ | \$ _____ |

- c. Minimum Aggregate Point of Attachment: \$8,019,964

5. Terminal Liability Option (TLO) (does not apply to Employer Groups with 12/15, 12/18, or 12/24 contracts):
 Yes No

The following applies if the answer to item above is "Yes" (Terminal Liability Option):

Must be elected at Policy inception or renewal. Premium cost is calculated by taking the average enrollment for the last two months multiplied by three times pre-termination Aggregate Stop Loss rate(s). Premium is due at the time of termination, payable by lump sum within 10 days of receipt of bill.

The Final Settlement Point of Attachment shall equal the sum of the Employer's Aggregate Claim Liability amount for the Policy Period plus 15% of the Aggregate Claim Factor multiplied by 12, and then multiplied by the average enrollment for the last two (2) months of the Current Policy Period immediately preceding termination. Furthermore, for the Final Settlement Period, the Minimum Aggregate Point of Attachment shall be the Minimum Aggregate Point of Attachment in item C.4.c. above increased by 15%. The Settlement for the Final Accounting Period will be described in the section of the Policy entitled SETTLEMENTS.

6. Aggregate Stop Loss Premium:

- Monthly Premium

Monthly Aggregate Stop Loss Premium shall be equal to the amounts obtained by multiplying the number of Covered Employees for a particular Month by:

- \$ _____ Composite; or
- \$ _____ for each Single Coverage Unit
- \$ _____ for each Family Coverage Unit

- Annual Premium (Due on the first day of the Current Policy Period): \$13,987

D. Additional Provisions (if elected):

- 1. Retirees Covered (select if included):
Pre-65: or Post-65:
- 2. Home Hospital Employer Groups Only: Home Hospital Provider Number(s) subject to exclusion percentage per Item B.3. & C.3.: _____
- 3. Monthly Aggregate Accommodation: Yes No
- 4. Additional information: _____

Fraud Notice: Any person who knowingly, with intent to injure, defraud or deceive any insurance company submits an application containing any false, incomplete, or misleading information, may be subject to prosecution and may be found guilty of a felony under state law and subject to punishment, including fines and/or imprisonment. Submission of false information in connection with this application may also constitute a crime under federal laws. All appropriate legal remedies will be pursued in the event of insurance fraud, including prosecution under Federal Mail or Wire Fraud statutes, and/ or the Federal Racketeer Influenced and Corrupt Organizations Act. Any false statements made herein may be reported to state and federal tax and regulatory authorities as is appropriate.

The undersigned person represents that he/she is authorized and responsible for purchasing Stop Loss Coverage on behalf of the Employer Group. It is understood that the actual terms and conditions of coverage are those contained in this Application and the Stop Loss Coverage Policy into which this Application shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer Group. Upon acceptance of this Application and issuance of the Stop Loss Coverage Policy, the Employer Group shall be referred to as the "Policyholder".

Amanda Balster

Sales Representative

Signature of Authorized Purchaser

Title of Authorized Purchaser

Date



**BlueCross BlueShield
of Illinois**

ADMINISTRATIVE SERVICES AGREEMENT

The Effective Date of this Agreement is July 1, 2023.

For Employer Group Number(s): As specified on the most current ASO BPA (as defined below).

Account Number: IL993034

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and consent to all of its terms and conditions as of the date and year specified below.

**BLUE CROSS AND BLUE SHIELD OF ILLINOIS,
a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company**

CITY OF BLOOMINGTON (“EMPLOYER”)

By: _____
Title: Vice President and Chief Underwriter
Date: Effective Date of Coverage noted above

By: _____
Title: _____
Date: _____

**Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party
representatives, except with written permission of Claim Administrator.**

Blue Cross Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
An Independent Licensee of the Blue Cross and Blue Shield Association

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This Agreement made as of the Effective Date, by and between **Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company** (“Claim Administrator”), and Employer, for Employer Group Number(s) set forth on page one (1) of this Agreement (each a “Party” and collectively, the “Parties”), WITNESSETH AS FOLLOWS:

RECITALS

WHEREAS, as part of Employer's benefit plan offered to its employees and their eligible dependents, Employer has established and adopted a Plan as defined herein; and

WHEREAS, Employer on behalf of the Plan has executed an Administrative Services Only Benefit Program Application (“ASO BPA”) and Claim Administrator has accepted such ASO BPA attached hereto as Exhibit 4; and

WHEREAS, Employer on behalf of the Plan desires to retain Claim Administrator to provide certain administrative services with respect to the Plan; and

WHEREAS, the Parties agree that it is desirable to set forth more fully the obligations, duties, rights and liabilities of Claim Administrator and Employer;

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Claim Administrator hereby agree as follows:

SECTION 1: CLAIM ADMINISTRATOR RESPONSIBILITIES

- 1.1 **Appointment.** Employer hereby retains and appoints Claim Administrator to provide the services set forth in Exhibit 1 in connection with the administration of the Plan (“Services”). Employer agrees that it will not perform or engage any other party to perform the Services with respect to any Covered Persons while this Agreement is in effect.
- 1.2 **Claim Administrator Responsibility.** Claim Administrator shall be responsible for and bear the cost of compliance with any federal, state or local laws that may apply to Claim Administrator's performance of its Services except as otherwise provided in this Agreement. Claim Administrator does not have final authority to determine Covered Persons' eligibility or discretion to establish or construe the terms and conditions of the Plan. Claim Administrator shall have no responsibility for or liability with respect to the compliance or non-compliance of the Plan with any applicable federal, state and local rules, laws and regulations; and Employer shall have the sole responsibility for and shall bear the entire cost of compliance with all federal, state and local rules, laws and regulations, including, but not limited to, any licensing, filing, reporting, modification requirements and disclosure requirements that may apply to the Plan, and all costs, expenses and fees relating thereto, including, but not limited to, local, state or federal taxes, penalties, Surcharges or other fees or amounts regardless of whether payable directly by Employer or by or through Claim Administrator.
- 1.3 **Claim Appeals.** Appeals will be reviewed with a new full and fair review. If the denial reason was due to medical necessity or experimental/investigational rationale, the appeal will be reviewed by a qualified physician who had no involvement in the initial review or any prior reviews. If, pursuant to such review, the clinical decision is upheld, then the Covered Person may have the right to seek Independent External Review. The decision of the independent review organization (“IRO”) will be final and binding.
- 1.4 **External Review Coordination.** If elected by Employer on the most current ASO BPA, Claim Administrator will coordinate, and Employer shall pay for, external reviews by IROs as described in Exhibit 1 and/or the most current ASO BPA, but in no event shall Claim Administrator have any liability or responsibility for any claim determination, act, or omission by an IRO in connection with any Independent External Review.
- 1.5 **Claim Administrator Review of Eligibility Records.** During the term of this Agreement and within one hundred eighty (180) days after its termination, Claim Administrator may, upon at least thirty (30) days' prior written notice to Employer, conduct reasonable reviews of Employer's membership records with respect to eligibility.

- 1.6 **Administrative Services.** In performing the Services, Claim Administrator, at its sole discretion, may contract with or delegate to other entities for performance of any of the Services; provided, however, Claim Administrator shall remain fully responsible and liable for performance of any such Services to be performed by Claim Administrator but contracted or delegated to other entities. Further, any of the Services may be performed by Claim Administrator, any subsidiary or affiliate of Claim Administrator, and any successor entity or entities to Claim Administrator, whether by merger, consolidation, or reorganization, without prior written approval by Employer.

SECTION 2: EMPLOYER RESPONSIBILITIES

- 2.1 **Employer Responsibility.** Employer retains full and final authority and responsibility for the Plan, payment of Claims under the Plan, determinations of eligibility under the Plan, and its operation. Notwithstanding the foregoing, Claim Administrator remains responsible for the performance of its obligations under the terms of this Agreement. Claim Administrator performs Services for Employer in connection with the Plan within the framework, practices, and procedures of Employer and only as expressly stated in this Agreement or as otherwise mutually agreed.
- The Parties acknowledge and agree Claim Administrator does not insure or underwrite the liability of Employer under the Plan and has no responsibility for designing the terms of the Plan or the benefits to be provided thereunder.
- 2.2 **Employer's Direction as to Benefit Design.** Employer shall direct Claim Administrator as to the terms and scope of benefits under the Plan and such directions shall be documented in an automated benefit summary and similar documentation (collectively, "ABS"), and the ASO BPA. Employer agrees that Claim Administrator shall process Claims in accordance with the ABS and the ASO BPA. Employer agrees Claim Administrator may rely on the most current version of the ABS and the ASO BPA as the authorized document that governs administration of Employer's Plan under this Agreement and will prevail in the event of any conflict with any other electronic or paper file.
- 2.3 **Eligibility.** Employer shall determine eligibility for coverage under the Plan. Employer is responsible for any benefits paid for a terminated Covered Person until Employer has notified Claim Administrator of such Covered Person's termination. Any clerical errors with respect to eligibility will not invalidate coverage that would otherwise be validly in force or continue coverage that would otherwise validly terminate. Such errors will be corrected according to Claim Administrator's reasonable administrative practices including, but not limited to, those related to Timely notification of a change in a Covered Person's status.
- 2.4 **Notices to Covered Persons.** Unless otherwise stated in this Agreement, Employer is responsible for all communications to Covered Persons, including as to the terms of the Plan. In addition, if this Agreement is terminated pursuant to Section 6.1, Employer agrees to notify all Covered Persons. Employer shall also communicate the provisions of Exhibit 3 to Covered Persons.
- 2.5 **Required Plan Information.** Employer shall furnish on a Timely basis to Claim Administrator information concerning the Plan and Covered Persons that Claim Administrator may require and request to perform its duties including, but not limited to, the following:
- a. All documents by which the Plan is established and any amendments or changes to the Plan.
 - b. All data as may be required by Claim Administrator with respect to any Covered Persons.
 - c. Employer shall Timely notify Claim Administrator in a mutually agreeable format of any change in a Covered Person's status under this Agreement.
 - d. By providing Covered Persons information that may include a telephone and text number, the Employer agrees that Claim Administrator may use that information to secure the Covered Person's consent to contact them via their preferred method of communication (i.e., phone, text, email, etc.) with the Claim Administrator as long as the initial telephone or text communication is made in accordance with the Telephone Consumer Protection Act.
 - e. Employer is responsible for ensuring that the terms of the Plan are consistent with the terms of this Agreement.

- 2.6 Retiree Only Plans, Excepted Benefits and/or Self-Insured Nonfederal Governmental Plans (If Applicable).** If Claim Administrator provides Services for any retiree only plans, excepted benefits and/or self-insured nonfederal governmental plans (with an exemption election), then Employer represents and warrants that one or more such plans is not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVIII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). Any determination that a Plan does not have exempt plan status can result in retroactive and/or prospective changes by Claim Administrator to the terms and conditions of this Agreement. In no event shall Claim Administrator be responsible for any legal, tax or other ramifications related to any Plan's exempt plan status or any representation regarding any Plan's exempt plan status.
- 2.7 Employer Audits Claim Administrator.** During the term of this Agreement and within one hundred eighty (180) days after its termination, Employer or an authorized agent of Employer (subject to Claim Administrator's reasonable approval) may, upon at least ninety (90) days' prior written notice to Claim Administrator, conduct reasonable audits of records related to Claim Payments to verify that Claim Administrator's administration of the covered health care benefits is performed according to the terms of this Agreement. Contingency fee based audits are not supported by Claim Administrator. Audit samples will be limited to no more than three hundred (300) Claims. If a pattern of errors is identified in an audit sample, Claim Administrator shall also identify Claims with the same errors and will reprocess such identified Claims in accordance with Claim Administrator policies and procedures. Notwithstanding anything in this Agreement to the contrary, in no event will Claim Administrator be obligated to reprocess Claims or reimburse Employer for alleged errors based upon audit sample extrapolation methodologies or inferred errors in a population of Claim Payments. Employer will be responsible for all costs associated with the audit. Employer will reimburse Claim Administrator for all reasonable expenditures necessary to support audits conducted after termination of this Agreement. All such audits shall be subject to Claim Administrator's then current external audit policy and procedures, a copy of which shall be furnished to Employer upon request to Claim Administrator. The audit period will be limited to the current Agreement year and the immediately preceding Agreement year. No more than one (1) audit shall be conducted during a twelve (12) consecutive-month period, except as required by state or federal government agency or regulation. Employer and such agent that have access to the information and files maintained by Claim Administrator will agree not to disclose any proprietary information, and to hold harmless and indemnify Claim Administrator in writing of any liability from disclosure of such information by executing an Audit Agreement with Claim Administrator that sets forth the terms and conditions of the audit. Claim Administrator has the right to implement reasonable administrative practices in the administration of Claims.

SECTION 3: CONFIDENTIAL DATA, INFORMATION AND RECORDS

- 3.1 Use and Disclosure of Covered Persons' Information.** The Parties acknowledge and agree that they have entered into a Business Associate Agreement ("BAA") as required by HIPAA. Although the BAA was executed to comply with the requirements of HIPAA, the Parties agree the BAA will govern the use, access, or disclosure of all personally identifiable information ("PII"), including Protected Health Information ("PHI"), Claim Administrator may collect or receive. While Claim Administrator does not anticipate receiving or collecting PII about Covered Persons that is not PHI, Claim Administrator agrees to protect and secure any PII of Covered Persons according to the terms of the BAA and agrees to fulfill any other obligations related to PII as required therein.
- 3.2 Electronic Exchange of Information.** If Employer and Claim Administrator exchange data and information electronically, Employer agrees to transfer on a Timely basis all required data to Claim Administrator via secure electronic transmission on the intranet and/or internet or otherwise, in a format mutually agreed to by the Parties. Further, Employer is responsible for maintaining any enrollment applications and enrollment documentation, including any changes completed by Covered Persons, and to allow Claim Administrator reasonable access to this information as needed for administrative purposes.
- Employer authorizes Claim Administrator to submit reports, data and other information to Employer in the electronic format mutually agreed to by the Parties.

3.3 Providing Data to Employer's Vendor(s). If Employer directs Claim Administrator to provide data directly to Employer's third-party consultant and/or vendor ("Employer's Vendor"), and Claim Administrator agrees in its sole discretion, then Employer acknowledges and agrees that it shall require Employer's Vendor(s) to execute Claim Administrator's then-current data exchange agreement as required by Claim Administrator. Employer hereby acknowledges and agrees, and Employer's Vendor shall acknowledge and agree:

- a. That the requested documents, records and other information (for purposes of this Section 3, "Confidential Information") are proprietary and confidential in nature and that the release of the Confidential Information may reveal Claim Administrator's Business Confidential Information.
- b. To maintain the confidentiality of the Confidential Information and any Business Confidential Information (for purposes of this Section 3, collectively, "Information") and to prevent unauthorized use or disclosure by Employer's Vendor(s) or unauthorized third parties, including those of its employees not directly involved in the performance of duties under its contract with Employer, to the same extent that it protects its own confidential information.
- c. To use and limit the disclosure of the Information strictly for and to the minimum extent necessary to fulfill the purpose for which it is disclosed.
- d. To maintain the Information at a specific location under its control and take reasonable steps to safeguard the Information.
- e. To use, and require its employees to use, at least the same degree of care to protect the Information as is used with its own proprietary and confidential information.
- f. To not duplicate the Information furnished in written, pictorial, magnetic and/or other tangible form except as necessary to fulfill the purposes of this Agreement or as required by law.
- g. To not sell, re-sell or lease the Information.
- h. To securely return or securely destroy the Information at the direction of Claim Administrator or within a reasonable time after the termination of this Agreement, not to exceed sixty (60) days thereafter.

Employer shall provide Claim Administrator in writing the names of any Employer's Vendor(s) with whom Claim Administrator is authorized to release, disclose or exchange data and provide written authorization and specific directions with respect to such release, disclosure, or exchange. If Employer's Vendor(s) is under contract to perform services that involve the use, access or disclosure of PHI as defined by HIPAA, the identity of Employer Vendor(s) shall be documented within the BAA between Claim Administrator and Employer.

3.4 Business Confidential Information and Proprietary Marks. The Parties acknowledge that Claim Administrator has developed, acquired, or owns certain Business Confidential Information ("BCI"). Employer shall not use or disclose such Business Confidential Information, including this Agreement, to any third party without prior written consent of Claim Administrator. Employer agrees to provide written notice to Claim Administrator if Employer believes it is required by law to disclose BCI, including but not limited to this Agreement, to any entity or person, including but not limited to any Covered Person, any Covered Person's authorized representative, or any governmental entity, so that Claim Administrator has the opportunity to object and ensure appropriate confidentiality protections are in place. Employer will at all times remain responsible for maintaining the confidentiality of this Agreement and shall ensure that any affiliated entities or third-party representatives to whom the Agreement is disclosed are bound in writing not to further disclose this Agreement without the prior written consent of Claim Administrator. Neither Party shall use the name, symbols, copyrights, trademarks or service marks ("Proprietary Marks") of the other Party or the other Party's respective clients in advertising or promotional materials without prior written consent of the other Party; provided, however, that Claim Administrator may include Employer in its list of clients.

3.5 Claim Administrator/Association Ownership. Employer acknowledges that certain of Claim Administrator's Proprietary Marks and Business Confidential Information are utilized under a license from the Blue Cross and Blue Shield Association ("BCBSA" or "the Association"). Employer agrees not to contest (i) the Association's ownership of, or the license granted by the Association to Claim Administrator for use of, such Proprietary Marks and (ii) Claim Administrator's ownership of its Proprietary Marks or Business Confidential Information.

3.6 **Infringement.** Claim Administrator agrees not to infringe upon, dilute or harm Employer's rights in its Proprietary Marks. Employer agrees not to infringe upon, dilute or harm Claim Administrator's rights in its Proprietary Marks, including those Proprietary Marks owned by the Association and utilized by Claim Administrator under a license with the Association.

3.7 **Records.**

- a. **Records Retention.** Claim Administrator shall retain all Claim records for the longer of (i) the time period required by applicable law or (ii) the time period required by Claim Administrator's records retention policy, which policy is subject to change by Claim Administrator. The failure to agree upon a retention period shall not constitute breach of this Agreement.
- b. **Record Requests.** For a period of one (1) year following termination of this Agreement, Claim Administrator shall, upon the request of the Employer for general purposes, provide to Employer, a copy of all Claim determination records, excluding any and all of the Business Confidential Information of Claim Administrator, other Blue Cross and/or Blue Shield companies, or Claim Administrator's subsidiaries, affiliates, and vendors, in the possession of Claim Administrator. Such copy shall be transmitted in a form as agreed upon by the Parties with the cost of preparing the information for transmittal to be borne by Employer. The time period for general record requests does not impact nor restrict any legal, regulatory or mandated data requests.

SECTION 4: LITIGATION, LEGAL PROVISIONS, ERRORS AND DISPUTE RESOLUTION

4.1 **Litigation.** Employer shall, to the extent practical, advise Claim Administrator of any legal actions against one or both Parties that specifically or directly concern (a) the terms of or administration of the Plan, or (b) the obligations of either Party under the Plan and this Agreement. Employer shall undertake the defense of such action and be responsible for the costs of defense, including but not limited to attorneys' fees and costs, external claim reviews, and other expenses. Notwithstanding the foregoing, Claim Administrator shall have the option, at its sole discretion, to select and employ attorneys to defend any such action, in which event the fees and costs of those attorneys shall be the responsibility of Claim Administrator. For such actions, each Party shall reasonably cooperate with the other Party's defense, unless a conflict of interest exists. Some defense support by Claim Administrator, such as external claim review, may require an additional fee, the costs for which shall be Employer's responsibility.

4.2 **Claim Overpayments.** Employer acknowledges that unintentional administrative errors may occur. If Claim Administrator becomes aware of a Claim Overpayment to a Provider or Covered Person, Claim Administrator is authorized to follow its recovery processes, including, but not necessarily limited to, those items described below ("Recovery Process(es)"). Claim Administrator, however, will not be required to enter into litigation to obtain a recovery, unless specifically provided for elsewhere in this Agreement, nor will Claim Administrator be required to reimburse the Plan, except for when gross negligence or intentional misconduct by Claim Administrator caused the Overpayment.

Recovery Process. Claim Administrator, on behalf of Employer, or on behalf of itself as an insurer, has the right to obtain a refund of an Overpayment from a Provider or a Covered Person. Unless otherwise agreed upon between Claim Administrator and the Provider, when a Provider fails to return an Overpayment to Claim Administrator, Claim Administrator has the right to utilize the following mechanisms to recover the Overpayment:

For purposes of Section 4.2 (a.-e.) below, "Other Plan(s)" or "Another Plan" means any health benefit plan, including, but not limited to, individual and group plans or policies administered or insured by Claim Administrator.

- a. **Reductions from Future Payments to Contracted Providers.** Claim Administrator has the right to offset future payments owed to the Provider: (i) from the Plan, or (ii) if the Provider is a Contracted Provider, from Other Plans, up to an amount equal to the Overpayment (collectively, "Offset").
- b. **Cross-Plan Offsets for Contracted Providers.** Claim Administrator has the right to reduce Another Plan's payment to a Contracted Provider by the amount necessary to recover the Plan's Overpayment to the same Contracted Provider and to remit the recovered amount to Employer (net of fees, if any). Likewise, Claim Administrator has the right to reduce the Plan's payment to a

Contracted Provider by the amount necessary to recover Another Plan's Overpayment to the same Contracted Provider and to remit the recovered amount to the Other Plan (each, a "Cross-Plan Offset").

- c. **Division of Recovery for Multiple Plans.** If Claim Administrator has made Overpayments to a Contracted Provider for more than one (1) Other Plan, Claim Administrator has the right to Offset two (2) or more of the Overpayments collectively, against future payments owed to Another Plan as part of a single transaction, resulting in an Overpayment recovery amount which shall be applied based on the age of the Overpayments, beginning with the oldest outstanding Overpayment, or has the right to Offset as otherwise set forth in this Section 4.
- d. **Employer Authorization for Offsets and Cross-Plan Offsets.** Employer authorizes and directs Claim Administrator to perform Offsets and Cross-Plan Offsets. Cross-Plan Offsets will be carried out consistent with the terms of the Provider contract. Notwithstanding the foregoing, Employer acknowledges and agrees that claims processed through Inter-Plan Arrangements with other Blue Cross and/or Blue Shield licensees operate under rules and procedures issued by the Association, and the recovery policies and procedures of each Blue Cross and/or Blue Shield independent licensee may apply.
- e. **No Independent Right of Recovery.** Subject to the exception(s) set forth in this Section 4, Employer agrees that Claim Administrator will recover Overpayments in accordance with its Recovery Process and that Employer has no separate or independent right to recover any Provider Overpayment from Claim Administrator, Providers, or Another Plan.

4.3 Claim Administrator Indemnifies Employer. Claim Administrator hereby agrees to indemnify and hold harmless Employer and its directors, officers and employees against any and all loss, liability, damages, penalties and expenses, including reasonable attorneys' fees, or other cost or obligation resulting from or arising out of claims, lawsuits, demands, settlements or judgments with respect to this Agreement resulting from or arising out of any acts or omissions of Claim Administrator or its directors, officers or employees (other than acts or omissions of Claim Administrator done at Employer's direction) which have been adjudged to be (i) grossly negligent, fraudulent or criminal or (ii) in material breach of the terms of this Agreement.

4.4 Employer Indemnifies Claim Administrator. Employer agrees to indemnify and hold harmless Claim Administrator and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes and expenses, including attorneys' fees and costs, or other cost or obligation resulting from or arising out of claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against Claim Administrator in connection with the design, operation, or administration of the Plan, including but not limited to (a) the Plan's grandfathered health plan status, if applicable, (b) the Plan's exempt plan status, if applicable, (c) any provision of inaccurate information to Claim Administrator, (d) any disclosure of information Employer directs Claim Administrator to make to Employer Vendor(s) or (e) selection of Employer's Essential Health Benefits benchmark for the purpose of ACA; unless the liability therefor was the direct consequence of the acts or omissions of Claim Administrator or its directors, officers or employees (other than acts or omissions of Claim Administrator done at Employer's direction) and the acts or omissions are adjudged to be (i) grossly negligent, dishonest, fraudulent or criminal or (ii) in material breach of the terms of this Agreement.

4.5 Adjudication of Preventive Care. If, either on the applicable ASO BPA or other document, Employer directs Claim Administrator to process and adjudicate Claims at one hundred percent (100%) of the applicable Allowable Amount regardless of whether the high-deductible health plan's deductible has been met ("First Dollar Coverage"), Employer acknowledges and agrees that such direction is a benefit design decision and the responsibility of the Employer. Notwithstanding any other provision of this Agreement, Employer shall indemnify and hold harmless (and upon request defend) Claim Administrator against claims brought by any employees of Employer, participants in any benefit plan provided by Employer, or any governmental agency, in connection with or arising out of, directly or indirectly of the First Dollar Coverage. Employer acknowledges and agrees that Claim Administrator shall have no fiduciary obligation with respect to the directions to provide First Dollar Coverage.

- 4.6 Assignment.** Except as otherwise permitted by Section 1 of this Agreement, no part of this Agreement, or any rights, duties or obligations described herein, shall be assigned, transferred, or delegated, directly or indirectly, without the prior express written consent of both Parties. Any such attempted assignment in the absence of the prior written consent of the Parties shall be null and void. Claim Administrator's contractual arrangements for the acquisition and use of facilities, services, supplies, equipment and personnel shall not constitute an assignment or delegation under this Agreement. This Agreement shall, however, be binding on any permitted assignees, delegates or successors to the Parties.
- 4.7 Applicable Law.** This Agreement shall be governed by and construed in accordance with applicable federal laws and the laws of the state of Illinois without regard to any state choice-of-law statutes. All disputes between Employer and Claim Administrator arising out of or related to this Agreement will be resolved in Chicago, Illinois. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of the Services.
- 4.8 Notice and Satisfaction.** Unless specifically stated otherwise in this Agreement or in any written Exhibit or Addenda thereto, Employer and Claim Administrator agree to give one another written notice (in accordance with this section) of any complaint or concern the other Party may have about the performance of obligations under this Agreement and to allow the notified Party ninety (90) days in which to make necessary adjustments or corrections to satisfy the complaint or concern prior to taking any further action with regard to such, including but not limited to initiation of Dispute Resolution under Section 4.10 below. The written notice shall provide a description of the complaint or concern in such reasonable detail as to allow the notified Party the opportunity to make the necessary modifications within the agreed upon term. All notices given under this Agreement shall be deemed to have been given for all purposes when personally delivered and received or when deposited in the United States mail, first-class postage prepaid, and addressed to the Parties' respective contact names at their respective addresses or when transmitted by facsimile via their respective facsimile numbers as indicated on the most current ASO BPA. Each Party may change such notice mailing and/or transmission information upon Timely prior written notification to the other Party. Claim Administrator may also provide such notices electronically, to the extent permitted by applicable law.
- 4.9 Limitations; Limitation of Liability.** No action or dispute shall be brought to recover under this Agreement after the expiration of three (3) years from the date the cause of action accrued, except to the extent that a later date is permitted under Section 413 of ERISA. As part of the consideration for services provided by Claim Administrator and for the fees paid by Employer under this Agreement, except as otherwise agreed below or otherwise prohibited by Law, Claim Administrator's liability (whether in contract, tort, or any other liability at law or equity) for any errors or omissions by Claim Administrator (or its officers, directors, employees, agents or independent contractors) in connection with this Agreement shall not exceed the maximum benefits which should have been paid under the terms of the Plan had the errors or omissions not occurred (plus Claim Administrator's share of any arbitration expenses incurred), unless any such errors or omissions are adjudged to be the result of gross negligence, fraud or criminal actions by Claim Administrator.
- 4.10 Dispute Resolution.** Any dispute arising out of or related to this Agreement shall be resolved in accordance with the procedures specified in this section, which shall be the sole and exclusive procedures for the resolution of any such disputes.
- a. Initial Notice and Negotiation.** Employer or Claim Administrator shall give written notice to the other party of the existence of a dispute. Within sixty (60) days of receipt of the written notice, the Parties shall seek to resolve that dispute through informal discussions between authorized representatives of the Parties with appropriate authority to approve any resolution. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- b. Confidential Arbitration.** In the event the Parties fail to agree with respect to any matter covered herein and only after making good faith efforts to resolve any dispute under this Agreement under this section, Employer or Claim Administrator may submit the dispute to confidential, binding arbitration before the American Arbitration Association ("AAA"), subject to the following:
- 1.** For matters in which the amount in controversy is \$10,000 or less, Claim Administrator shall select an arbitrator. For matters in which the amount in controversy exceeds \$10,000, the arbitration shall be conducted by a single arbitrator selected by the Parties from a list

furnished by the AAA. If the Parties are unable to agree on an arbitrator from the list, AAA shall appoint an arbitrator.

2. Arbitration shall be held in Chicago, Illinois.
 3. Arbitration proceedings will be governed by the AAA Commercial Rules.
 4. The arbitrator shall be required to issue a written opinion resolving all disputes in any matter in which the controversy exceeds \$10,000 and designating one party as the prevailing party.
 5. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the dispute.
 6. The arbitrator's fees and any costs imposed by the arbitrator will be shared equally by the Parties. All costs and expenses, including but not limited to reasonable attorney and witness fees shall be borne by the non-prevailing Party or as apportioned by the arbitrator.
 7. This provision precludes Employer from filing an action at law or in equity and from having any dispute covered by this Agreement heard by a judge or jury.
 8. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration pursuant to this section without the prior written consent of both Parties.
- c. Except as provided otherwise in this Agreement, each Party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

4.1 **Services Related to Federal Regulatory Requirements.** Unless another effective date is stated for a specific service, for plan years on or after January 1, 2022, Claim Administrator agrees to provide Employer the services and processes described in this section in connection with requirements imposed on group benefit plans by federal laws and regulations, including the Consolidated Appropriations Act of 2020 ("CAA") and the No Surprises Act ("NSA").

a. **Transparency Requirements under the Consolidated Appropriations Act.** Services that Claim Administrator will provide to Employer related to certain Transparency Requirements under the CAA are:

1. **Contracted Provider Data Verification.** Claim Administrator will maintain a central database of Contracted Providers' demographic information, which shall include name, address, phone number, specialty, and web address ("Data Elements"). Claim Administrator will implement commercially reasonable procedures to track data updates for Contracted Providers or confirm Provider data accuracy related to the Data Elements. Claim Administrator will initiate an outreach to Contracted Providers to verify the accuracy of the Data Elements up to ninety (90) days following the last recorded update or verification. Claim Administrator will implement commercially reasonable procedures to track the receipt of updated data from a Contracted Provider and update the central database within appropriate timeframes.
2. **Directory of Verified Contracted Providers.** Claim Administrator will provide an online Provider directory representing the Contracted Providers who render services which may be billed to plans and policies administered by Claim Administrator. This directory shall include Providers contracted with Claim Administrator as well as Providers contracted with any Blue Cross and Blue Shield Plan as well as Claim Administrator and another entity performing services on behalf of Claim Administrator. The directory shall not reflect services administered by external claims administrators or other Providers not directly contracted through Claim Administrator.

Providers who fail to confirm the accuracy of the Data Elements may be subject to removal from the Provider directory until they confirm the accuracy of their information.

To the extent information for the Provider directory is provided by a third-party, Claim Administrator shall not be responsible for delays in updates to Provider data directories, or misinformation due to such delays in receiving information from third parties.

3. **Provider Network Status Verification.** Covered Persons in plans or policies administered by Claim Administrator may seek clarification of a Provider's Network status through Claim Administrator. Notwithstanding any terms in this Agreement, Employer authorizes Claim Administrator to communicate with Covered Persons as reasonably necessary to provide information to or responses in connection with this section. When this clarification is sought via phone, Claim Administrator will use commercially reasonable efforts to provide an electronic confirmation of the Provider's Network status in writing within twenty-four (24) hours of the call. This verification shall be based on the information available to Claim Administrator at the time of the request and does not represent future guarantee of Network status.

Employer acknowledges that Claim Administrator will not issue a written confirmation of Provider Network status when request is sought through a third-party service center.

4. **ID Cards.** Claim Administrator will include up to four (4) tiers of deductible limits and out-of-pocket maximum limits for major medical coverage on the member ID card. The limits will reflect both family and individual limits when applicable to policy, together with in- and out-of-network limits.

For policies that include prescription drug coverage through Prime with an independent out-of-pocket or Copayment/Deductible, up to two (2) tiers of coverage limits will be included on the ID card.

Claim Administrator will include a phone number and a website URL for consumer assistance information on ID cards issued by Claim Administrator.

Claim Administrator will issue physical ID cards in accordance with its standard processes and will not re-issue physical ID cards unless requested by Employer, in which case additional charges may apply. All newly issued physical ID cards will contain the information reflected in this section.

5. **Machine Readable Files.** Claim Administrator will publish and host machine readable files populated with the negotiated rates with providers, and an aggregated out-of-network allowable amount file, as contemplated by CMS standards, for services administered by Claim Administrator on behalf of the Plan. The files will be updated monthly and hosted on a publicly available website. The Plan may choose to download and/or link to the files from their own website. Claim Administrator will supply an implementation guide that provides additional information on how to obtain a link to the website that will contain the machine-readable files. To the extent Employer or the Plan engages a third-party Vendor to administer or host the Machine Readable Files, Employer hereby acknowledges and agrees that neither Claim Administrator nor any of Claim Administrator's affiliates, delegates, subcontractors or assigns shall have any responsibility for any act, error, or omission of such Vendor or with respect to the performance of such Vendor. Employer shall remain fully responsible and liable for the performance, acts or omissions of any of Employer's Vendors.

6. **Cost Sharing Estimator Tool.** Claim Administrator will make available a Cost Sharing Estimator Tool (CSET) to enable Plans to provide enrollees personalized cost-sharing estimates for items covered by the Plan administered by Claim Administrator. The CSET will be made available through a secure member portal and via a mobile application, for active policies, and include services in accordance with the following schedule:

Effective with the plan year beginning on or after January 1, 2023, enrollees will be able to search for the cost of five hundred (500) services, as defined by CMS, covered by the Plan administered by Claim Administrator, to identify the estimated cost for the procedure, illustrate how the member's benefits will apply to the procedure, and disclose if there may be any prerequisites to care, such as requiring a prior authorization for a service or procedure.

For each plan year beginning on or after January 1, 2024, the services that can be estimated through the CSET will be expanded to support all services and procedures covered by the Plans that are administered by Claim Administrator.

To the extent Employer or the Plan engages a third-party Vendor to administer a substantially similar CSET for the same or similar services, Employer hereby acknowledges and agrees that neither Claims Administrator nor any of Claim Administrator's affiliates, delegates, subcontractors or assigns shall have any responsibility for any act, error, or omission of such Vendor or with respect to the performance of such Vendor. Employer shall remain fully responsible and liable for the acts or omissions of any of Employer's Vendors.

7. **Drug Cost Reporting.** Claim Administrator will provide on behalf of Employer, based on the type of pharmacy coverage and data Claim Administrator administers and maintains for Employer, drug cost reporting to the extent within the possession of Claim Administrator as contemplated by Section 204 of the CAA according to Claim Administrator's standard processes and procedures, unless otherwise mutually agreed.

b. Surprise Billing Requirements of the No Surprises Act.

1. **Qualifying Payment Amount.** As it pertains to Employer's self-funded plans, Employer acknowledges that NSA requires, among other things, that member cost-share for certain items and services the Plan covers are calculated based on the lesser of the Provider's billed charge or the NSA's "Qualifying Payment Amount" ("QPA"). With respect to the calculation of QPA, Employer elects to use and adopts the QPA calculated by Claim Administrator based on Claim Administrator's self-funded business and not a QPA customized for Employer's Plan(s).
2. **Negotiation and Independent Resolution Process.** Employer acknowledges that Claim Administrator will make on the Plan's behalf an initial payment amount on Claims consistent with Employer's direction as established by Employer's Plan and this Agreement. For non-participating Claims subject to the NSA, a Provider may seek additional payment through a dispute process the NSA and related regulations establish. This process may include informal negotiations with the Provider and an independent dispute resolution ("IDR") process as described in the NSA.

Employer authorizes Claim Administrator, or for Claims for service rendered outside of Claim Administrator's service area another Blue Cross and Blue Shield licensee, to represent the Plan with respect to any Claim with services for which a Provider seeks to negotiate as provided by the NSA, or for which a Provider institutes IDR.

With respect to any negotiations where Claim Administrator represents the Plan to resolve any disputed Claim, Employer expressly authorizes Claim Administrator in such negotiations to resolve any disputed Claim for an amount which Claim Administrator determines is reasonable under the circumstances but in no event will a disputed claim be resolved for more than QPA plus ten percent (10%) of the QPA, without approval of Employer.

Claim Administrator will maintain a summary description of its currently applicable approach to negotiation of services or Claims subject to the dispute resolution process of the NSA. The approach will be generally the same or similar for Claims under Employer's Plan as for similarly situated Claims under Claim Administrator's fully insured health insurance policies.

The negotiation approach is subject to change from time to time by Claim Administrator. Information about the approach then in effect will be made available to Employer upon reasonable request. Employer acknowledges and agrees that Claim Administrator shall follow its then-current negotiation approach, such negotiations may not be successful, and may result in institution of IDR without exhaustion of the full settlement authority Employer granted to Claim Administrator, which in turn will result in additional administrative fees, as well as IDR entity fees in the event of settlement after institution of an IDR or an IDR loss. Notwithstanding the additional administrative fee and other possible expenses, Employer expressly authorizes Claim Administrator not to exhaust its settlement authority (up to QPA plus ten percent (10%) of the QPA) if Provider's last offer is outside the parameters of the then-effective negotiation approach. Employer acknowledges that settling these Claims

within the settlement authority range stated here and the scope of Claim Administrator's then current negotiation approach is in the Plan's interest.

Negotiation services Claim Administrator provides shall include communicating with Provider, supplying requested documentation as appropriate, and proposing and documenting resolution of disputed Claims. Services in connection with an IDR shall also include handling interactions with the IDR entity and Provider, supplying requested information in connection with the IDR, and analyzing circumstances of disputed Claims to determine position on disputed Claims. On a quarterly basis, Claim Administrator shall provide Employer with information regarding the status of negotiations and IDR decisions.

Employer acknowledges that Claim Administrator undertakes negotiations at the direction of the Employer, undertakes such negotiations because they are necessary to the operation of the Plan, that the compensation to be paid to Claim Administrator for such negotiations is reasonable, and that, notwithstanding any other section of this Agreement, Claim Administrator does not act as a fiduciary, including under ERISA in connection with the negotiation or IDR of any disputed Claim. Employer is solely responsible for payment of any amounts determined to be payable as a result of such negotiations or awards entered through IDR on NSA-eligible items and services. Employer indemnifies and will hold Claim Administrator harmless with respect to any award entered in IDR and any subsequent payment made thereon and/or any judgment entered thereon. Employer acknowledges that other terms, conditions, or fees may apply with respect to any negotiations or IDR processes performed by another Blue Cross and Blue Shield licensee.

- c. **Effect of Future Changes In Law And Regulations.** The laws and regulations that are the subject of this Section 4.12 are subject to additional rulemaking and interpretation. The terms and conditions stated herein, including any associated costs/fees, may change as additional requirements and regulatory guidance are released or as additional information becomes known. In the event of a change because additional requirements and regulatory guidance are released or as additional information becomes known, Claim Administrator shall provide notice to Employer and such change shall be effective ninety (90) days after such notice.

Employer acknowledges that Employer, and not Claim Administrator, shall be responsible for making the necessary adjustments to its ERISA Plan Document(s) and Summary Plan Description(s) to be consistent with Employer's election, including any amendments to governing Plan documents.

SECTION 5: NON-ERISA GOVERNMENT REGULATIONS

- 5.1 **In Relation to the Plan.** Although Employer has advised Claim Administrator that Employer's Plan is currently not covered by ERISA, Employer hereby acknowledges (i) its employee benefit plan is established and maintained through a plan document, and (ii) its employee benefit plan document may provide for the allocation and delegation of responsibilities thereunder. However, notwithstanding anything contained in the Plan or any other employee benefit plan document of Employer, Employer agrees that Claim Administrator does not and will not accept any allocation or delegation of any responsibilities under the Plan or any other plan document of Employer and no such allocation or delegation is effective with respect to or accepted by Claim Administrator. Employer will promptly notify Claim Administrator in the event Employer's Plan is no longer exempt from ERISA.
- 5.2 **In Relation to the Plan Administrator/Named Fiduciary(ies).** Claim Administrator is not the plan administrator of Employer's employee benefit plan and is not a fiduciary of Employer, the plan administrator or of the Plan.
- 5.3 **In Relation to Claim Administrator's Responsibilities.** Claim Administrator's responsibilities hereunder are intended to be limited to those of a contract claims administrator rendering advice to and administering claims on behalf of the plan administrator of Employer's Plan. As such, the Parties intend for Claim Administrator to be a service provider but not a fiduciary with respect to Employer's employee benefit plan. Employer acknowledges and agrees that Claim Administrator may render advice with respect to claims and administer claims on behalf of the plan administrator of Employer's benefit plan. Claim Administrator has

no other authority or responsibility with respect to Employer's employee benefit plan. Employer will promptly notify Claim Administrator in the event Employer's Plan is no longer exempt from ERISA.

SECTION 6: OTHER PROVISIONS

- 6.1 Term and Termination.** This Agreement will continue in full force and effect from the effective date and continue from year to year unless terminated as provided herein. This Agreement may be terminated as follows:
- a. By either Party at the end of any month after the end of the Fee Schedule Period indicated in the Fee Schedule specifications of the most current ASO BPA with ninety (90) days' prior written notice to the other party; or
 - b. By both Parties on any date mutually agreed to in writing; or
 - c. By either Party, in the event of conduct by the other Party constituting fraud, misrepresentation of material fact or material breach of the terms of this Agreement, upon written notice and following expiration of the cure period as provided under Section 4.8 above; or
 - d. By Claim Administrator, if Employer fails to pay Timely all amounts due under this Agreement including, but not limited to, all amounts pursuant to and in accordance with the specifications of the Fee Schedule of the most current ASO BPA, upon Employer's failure to cure the non-payment within ten (10) days of written notice of the nonpayment to Employer as provided in Section 7.1 of Exhibit 2 of this Agreement.
- 6.2 Relationship of the Parties and Non-Parties.** Claim Administrator is an independent contractor with respect to Employer. Neither Party shall be construed, represented or held to be an agent, partner, associate, joint venturer nor employee of the other. Nothing in this Agreement shall create or be construed to create the relationship of employer and employee between Claim Administrator and Employer; nor shall Employer's agents, officers or employees be considered or construed to be employees of Claim Administrator for any purpose whatsoever. Nothing contained in this Agreement shall confer or be construed to confer any benefit on persons who are not parties to this Agreement including, but not limited to, employees of Employer and their dependents. Claim Administrator or its subsidiaries or affiliates may also have ownership interests in certain Providers who provide Covered Services to Covered Persons, and/or in vendors or other third parties who provide services related to this Agreement or provide services to certain Providers. Upon Employer request (not more than once per calendar year), Claim Administrator will provide a list of such entities to Employer.
- 6.3 Entire Agreement.** This Agreement, including all Exhibits and Addenda of this Agreement, represents the entire agreement and understandings of the Parties with respect to the subject matter of this Agreement. All prior or contemporaneous agreements, understandings, representations, promises, or warranties, whether written or oral, in regard to the subject matter of this Agreement, including any and all proposal documents submitted by Claim Administrator to Employer (collectively, the "Prior Communications") are superseded, except as otherwise expressly incorporated into this Agreement. The provisions of this Agreement shall prevail in the event of a conflict with any Prior Communications that either Party or a third party asserts to be a component of the Agreement between the Parties.
- The Exhibits and Addenda of this Agreement are:
- a. Exhibit 1 – Claim Administrator Services
 - b. Exhibit 2 – Fee Schedule and Financial Terms
 - c. Exhibit 3 – Notices/Required Disclosures
 - d. Exhibit 4 – ASO BPA
 - e. Exhibit 5 – Blue Cross and Blue Shield Association Disclosures and Provisions
 - f. Exhibit 6 – Recovery Litigation Authorization
- 6.4 Amending.** This Agreement may be amended only by mutual written agreement of the Parties. Notwithstanding the foregoing, any amendments required by law, regulation or order ("Law") or by Claim Administrator or the Association may be implemented by Claim Administrator upon sixty (60) calendar days' prior notice to Employer or such time period as may be required by law. Amendments required by Law

shall be effective retroactively, if applicable, as of the date required by such Law. If Employer objects to such amendment within thirty (30) days of receipt of notice of such amendment, the Parties shall then engage in good faith negotiations to amend the amendment. If the Parties cannot agree on terms of the amendment in a satisfactory manner, either Party shall be allowed to proceed to dispute resolution, as set forth in Section 4.

6.5 Severability; Enforcement; Force Majeure; Survival. Should any provision(s) contained in this Agreement be held to be invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall be construed in their entirety as if separate and apart from the invalid, illegal or unenforceable provision(s) unless such construction were to materially change the terms and conditions of this Agreement.

Any delay or inconsistency by either Party in the enforcement of any part of this Agreement shall not constitute a waiver by that Party of any rights with respect to the enforcement of any part of this Agreement at any future date nor shall it limit any remedies which may be sought in any action to enforce any provision of this Agreement.

Neither Party shall be liable for any failure to Timely perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its commercially reasonable control including, but not limited to, acts of God or nature, fires, floods, storms, earthquakes, riots, strikes, wars, terrorism, cybersecurity crimes or restraints of government. This Section 6.5 does not excuse either Party's obligation, to follow its Crisis Management ("CM"), Business Continuity/Disaster Recovery ("BC/DR") processes, plans and programs.

Certain provisions of this Agreement survive expiration or termination of the Agreement, whether expressly or by their nature. These include, but are not limited to, the following: Section 1 "Claim Administrator Responsibilities"; Section 2 "Employer Responsibilities"; Section 3 "Confidential Data, Information and Records"; Section 4 "Litigation, Legal Provisions, Errors and Dispute Resolution" (for acts or omissions occurring during the term of the Agreement or under Section 8 of Exhibit 2); and Section 8 of Exhibit 2 "Financial Obligations Upon Agreement Termination."

6.6 Notice of Annual Meeting. Employer is hereby notified that it is a member of Health Care Service Corporation ("HCSC"), a Mutual Legal Reserve Company, and is entitled to vote either in person, by its designated representative, or by proxy at all meetings of members of said Company, consistent with HCSC bylaws. The annual meeting is scheduled to be held at its principal office at 300 East Randolph Street, Chicago, Illinois, each year on the last Tuesday in October at 12:30 P.M. For purposes of this section, the term "member" means the group, trust, association or other entity with which this Agreement has been entered. It does not include Covered Employees or Covered Persons under the Plan. Employer is also hereby notified that, from time to time, Claim Administrator pays indemnification or advances expenses to a director, officer, employee or agent consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

SECTION 7: DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Section 7, unless otherwise provided in the Agreement.

7.1 "Administrative Charge" means the monthly service charge that is required by Claim Administrator for the administrative services performed under this Agreement. The Administrative Charge(s) is set forth in the Fee Schedule.

7.2 "Allowable Amount" means the maximum amount for dental benefits coverage, if elected on the most current ASO BPA, determined by the Claim Administrator to be eligible for consideration of payment for a particular service, supply, or procedure.

i. *For Dentists contracting with the Claim Administrator* – The Allowable Amount is based on the terms of the Dentist's contract and the Claim Administrator's methodology in effect on the date of service.

- ii. **For Dentists not contracting with the Claim Administrator** – The Allowable Amount is based on the amount the Claim Administrator would have paid for the same covered service, supply, or procedure if performed or provided by a Contracting Dentist.

Unless otherwise stipulated by a contract between the Dentist and the Claim Administrator:

- i. **For services performed in Illinois** – The Allowable Amount is based upon the applicable methodology for Dentists with similar experience and/or skills.
- ii. **For services performed outside of Illinois** – The Allowable Amount will be established by identifying Dentists with similar experience or skills in order to establish the applicable amount for the procedure, services, or supplies.
- iii. **For multiple surgical procedures performed in the same operative area** – The Allowable Amount for all surgical procedures performed on the same patient on the same day will be the amount for the single procedure with the highest Allowable Amount plus an additional Allowable Amount for covered supplies or services.

- 7.3 “Business Confidential Information”** means, but is not limited to, intellectual property, trade secrets, inventions, applications, tools, methodologies, software, operating manuals, technology, technical documentation, techniques, product or services specifications or strategies, operational plans and methods, automated claims processing systems, payment systems, membership systems, privacy and security measures, cost or pricing information (including but not limited to provider discounts and rates), business plans and strategies, company financial planning and financial data, prospect and customer lists, contracts, vendor and supplier lists and information, symbols, trademarks, service marks, designs, copyrights, know-how, data, databases, processes, plans, procedures, and any other information developed, acquired or owned by Claim Administrator, its subsidiaries and affiliates, and its contracted vendors, including information acquired from other Blue Cross and/or Blue Shield licensees through Inter-Plan Arrangements, that reasonably should be understood to be confidential, whether developed or acquired before or after the Effective Date of this Agreement. Business Confidential Information also includes modifications, enhancements, derivatives, and improvements of the Business Confidential Information described in the preceding sentence.
- 7.4 “Claim”** means a properly completed notification in a form acceptable to Claim Administrator, including but not limited to, form and content required by applicable law, that service has been rendered or furnished to a Covered Person. This notification must set forth in full the details of such service including, but not limited to, the Covered Person’s name, age, sex and identification number, the name and address of the Provider, a specific itemized statement of the service rendered or furnished (including appropriate codes), the date of service, applicable diagnosis (including appropriate codes), the Claim Charge, and any other information which Claim Administrator may request in connection for such service.
- 7.5 “Claim Charge”** means the amount which appears on a Claim as the Provider’s regular charge for service rendered to a patient.
- 7.6 “Claim Payment”** means the benefit calculated by Claim Administrator, plus any related Surcharges, upon submission of a Claim, in accordance with the benefits specified in the Plan for which Claim Administrator has agreed to provide administrative services. All Claim Payments shall be calculated on the basis of the Provider’s Allowable Amount in accordance with the benefit coverage(s) elected on the most current ASO BPA, for Covered Services rendered to the Covered Person.
- 7.7 “Coinsurance”** means a percentage of an eligible expense that a Covered Person is required to pay toward a Covered Service.
- 7.8 “Contracted Provider”** means a Participating Provider and a Participating Professional Provider, collectively.
- 7.9 “Contracting Dentist”** means a Dentist who has entered into a written agreement with the Claim Administrator to participate as a dental Provider.
- 7.10 “Copayment”** means a specified dollar amount that a Covered Person is required to pay toward a Covered Service.
- 7.11 “Covered Employee”** shall have the same meaning as defined in Employer’s Plan to the extent consistent with the applicable ASO BPA.
- 7.12 “Covered Person”** shall have the same meaning as defined in Employer’s Plan to the extent consistent with the applicable ASO BPA.

- 7.13** “**Covered Service**” means a service or supply specified in the Plan for which benefits will be provided and for which Claim Administrator has agreed to provide administrative services under this Agreement.
- 7.14** “**Dentist**” means a person, when acting within the scope of their license, who is a Doctor of Dentistry (D.D.S. or D.M.D. degree) and shall also include a person who is a Doctor of Medicine or a Doctor of Osteopathy.
- 7.15** “**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.
- 7.16** “**Fee Schedule**” means the fees and charges specified in the initial ASO BPA, including but not limited to, the Administrative Charge and other service charges; or subsequent fees and charges set forth in a subsequent ASO BPA as replacement or supplement to the initial ASO BPA. The Fee Schedule shall be applicable to the Fee Schedule Period therein, except that any item of the Fee Schedule may be changed in accordance with Exhibit 2.
- 7.17** “**Fee Schedule Period**” means the period of time indicated in the Fee Schedule of the most current ASO BPA.
- 7.18** “**HIPAA**” means the Health Insurance Portability and Accountability Act and its implementing regulations (45 C.F.R. Parts 160-164) and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations, each as amended, and their respective implementing regulations, as issued and amended by the Secretary of Health and Human Services (all the foregoing, collectively “HIPAA”).
- 7.19** “**Non-Contracting Dentist**” means a Dentist who is not a Contracting Dentist as defined herein.
- 7.20** “**Overpayment**” means a payment to a Provider or a Covered Person that was more than it should have been, or a payment that was made in error.
- 7.21** “**Plan**” means, as applied to this Agreement, the separate self-insured group health plan as defined by Section 160.103 of HIPAA.
- 7.22** “**Provider**” means any Hospital, health care facility, laboratory, person or entity duly licensed to render Covered Services to a Covered Person or any other provider of medical or dental services, products or supplies which are Covered Services.
- 7.23** “**Reminder Notice**” means a notice sent when claims have not been paid within 10 (ten) days.
- 7.24** “**Supplemental Charge**” means a fee or charge payable to Claim Administrator by Employer in addition to the fees and charges set forth in the Fee Schedule. A Supplemental Charge may be applied for any customized reports, forms or other materials or for any additional services or supplies not documented in the applicable Fee Schedule. Such services and/or supplies and any applicable Supplemental Charge(s) are to be agreed upon by the parties in advance.
- 7.25** “**Surcharges**” means local, state or federal taxes, surcharges or other fees or amounts, including, but not limited to amounts paid by Claim Administrator which are imposed upon or resulting from this Agreement, or are otherwise payable by or through Claim Administrator. Upon request, Employer shall furnish to Claim Administrator in a Timely manner all information necessary for the calculation or administration of any Surcharges. Surcharges may or may not be related to a particular claim for benefits.
- 7.26** “**Timely**” means the following:
- a.** With respect to all payments due Claim Administrator by Employer under this Agreement, weekly claim invoices are due within forty-eight (48) hours of notification to Employer by Claim Administrator, monthly fees (e.g., Administrative Charges) are due within thirty (30) calendar days of notification to Employer by Claim Administrator; or
 - b.** With respect to all information due Claim Administrator by Employer concerning Covered Persons, within thirty-one (31) calendar days of a Covered Person’s effective date of coverage or change in coverage status under the Plan; or
 - c.** With respect to all Plan information due Claim Administrator by Employer, upon the effective date of this Agreement and at least ninety (90) calendar days prior to the effective date of change or amendment to the Plan thereafter.

**EXHIBIT 1
CLAIM ADMINISTRATOR SERVICES**

- **CLAIMS ADJUDICATION**

Determination of payment levels of Claims according to Employer's directions on applicable benefit plan terms and design, including determination of pre-service or prior authorization of services. Employer agrees that Claim Administrator will apply Claim Administrator's standard medical and utilization management criteria and policies and Coordination of Benefits (COB) processes for self-funded customers, unless otherwise provided on the ASO BPA.
- **EXPLANATION OF BENEFITS ("EOB")**

Preparation of EOBs.
- **CLAIMS/MEMBERSHIP INQUIRIES**

Providing responses to inquiries — written, phone or in-person — related to membership, benefits, and Claim Payment, or Claim denial.
- **ENROLLMENT SERVICE**

Upon Employer request, assist Employer, in accordance with Claim Administrator's standard procedures, when scheduled in advance based on staffing availability, in initial enrollment activities, including education of Covered Persons about benefits, the enrollment process, selection of health care Providers and how to file a Claim for benefits; issue Claim submission instructions on behalf of Employer to health care Providers who render services to Covered Persons.
- **DISABLED DEPENDENT CERTIFICATION**

Certify the disabled status of any dependent children of Covered Persons, based on Claim Administrator's review of information provided by Employer, the Covered Person, or the dependent's medical Provider(s).
- **CLIENT SERVICES AND MATERIALS**

Provision of those items as elected by Employer from listing below:

 - a. **Enrollment Materials.** Claim Administrator's Marketing Administration Division will provide implementation materials during the enrollment process; any custom designed materials may be subject to Supplemental Charge.
 - b. **Standard Identification Cards.** Prepare identification cards appropriate to health benefit Plan coverage(s) selected.
 - c. **Standard Provider Directories.** Access to network Provider directories and periodic updates to such, if applicable to the health benefit plan coverage(s) under the Agreement.
 - d. **Customer Service.** Access to a toll-free Customer Service telephone number.
 - e. **Medical Prior-Authorization Service Telephone Number.** For those services determined by Employer and provided in writing to Claim Administrator that require prior authorization, advance Claim Administrator review of medical necessity, based on Claim Administrator's standard medical and utilization management criteria and policies, of such services covered under the Plan; access to toll-free medical prior-authorization service telephone number for Covered Persons and their health care Providers to call for assistance.
- **INTERNAL APPEALS**

Determination of properly filed internal appeal requests received by Claim Administrator from a Covered Person or a Covered Person's authorized representative.
- **MEMBERSHIP**

Using membership information provided to Claim Administrator by Employer to make Claim and appeal determinations and for other purposes as described in the Agreement.
- **STANDARD REPORTS**

Make available Claim data, Claim settlements (as outlined in Exhibit 2, Section 6) and periodic reports in Claim Administrator's standard format(s) in accordance with Claim Administrator's standard reporting processes at no additional charge. Any additional reports required by Employer must be mutually agreed upon by the Parties in writing prior to their development and may be subject to a Supplemental Charge.

- **REPORTING SERVICES**

Preparation and filing of annual Internal Revenue Service (“IRS”) 1099 forms for the reporting of payments to health care Providers who render services to Covered Persons and who are reimbursed under the Plan for those services.

- **ACTUARIAL AND UNDERWRITING**

Provide Claims projections and pricing of administrative services.

- **FRAUD DETECTION AND PREVENTION**

Identify and investigate suspected fraudulent activity by Providers and/or Covered Persons and inform Employer of findings and proof of fraud applying Claim Administrator’s standard processes; address any related recovery litigation as set forth in Exhibit 6.

- **EMPLOYER PORTAL (currently called “BLUE ACCESS FOR EMPLOYERSSM”)**

Provide Employer with an on-line resource that allows Employer the ability to perform a variety of plan administrative functions, currently managing membership and enrollment, inquiring about Claims status, generating reports, and receiving billing information. Functions may be changed or added as they become available.

- **MEMBER PORTAL (currently called “BLUE ACCESS FOR MEMBERSSM”)**

Provide Member with an on-line resource that allows individuals access to information about their health care coverage and benefits, currently verifying the status of finalized Claims, receiving email notifications, accessing health and wellness information, verifying dependents coverage, and taking a health risk assessment. Information may be changed or added as it becomes available.

- **UNCASHED FUNDS**

Regarding outstanding funds that are or become "stale" (over three hundred and sixty-five (365) days old), Claim Administrator will issue notification letters to payees and upon completion of notification process, reissue such funds to payees based upon payee response, if any. When fund reissuance is not possible and unless stated otherwise in the Agreement, Claim Administrator will remit such funds to Employer, less any amount(s) owed to Claim Administrator from such funds, in accordance with Claim Administrator's established procedures, for disposition by Employer as may be required under applicable law. If requested by Employer via prior written notice as required by Claim Administrator, Claim Administrator will escheat such funds on behalf of Employer, less any amount(s) owed by payees to Claim Administrator from such funds, to the state of payee's last known address in accordance with Claim Administrator's established procedures and/or the applicable state's unclaimed property law.

- **ADDITIONAL SERVICES NOT SPECIFIED**

Claim Administrator may provide additional services not specified in the Agreement; such services will be mutually agreed upon between the Parties in writing prior to their performance and may be subject to Supplemental Charge.

- **ACTIVITIES THAT ARE NOT CONSIDERED SERVICES**

Claim Administrator does not provide Employer with software, facilities, phone systems, computers, database or information management, quality or security services, and the term “Services” does not include backroom operations such as support functions.

THE FOLLOWING IF ELECTED ON THE MOST CURRENT BPA

- **EXTERNAL REVIEW COORDINATION**

Claim Administrator will coordinate external reviews of certain adverse benefit determinations for Employer as described and for the fee set forth in the most current ASO BPA and/or this Agreement. If elected on the ASO BPA, Claim Administrator's coordination includes reviewing external review requests to assess whether they meet eligibility requirements, referring requests to IROs, and reversing the Plan's determinations if so indicated by the IRO. External reviews shall be performed by an IRO and not Claim Administrator. Amounts received by Claim Administrator and IROs may be revised from time to time and may be paid each time an external review is undertaken.

**EXHIBIT 2
FEE SCHEDULE AND FINANCIAL TERMS**

SECTION 1: FEE SCHEDULE

Service charges and other service specifications applicable to the Agreement are set forth in the Fee Schedule section of the most current ASO BPA. They are to apply for the period(s) of time indicated therein and shall continue in full force and effect until the earlier of i) the end of the Fee Schedule Period noted on such ASO BPA; ii) the date a Fee Schedule is amended or replaced in its entirety by the execution of a subsequent ASO BPA; or iii) the date the Agreement is terminated.

SECTION 2: EXHIBIT DEFINITIONS

Other definitions applicable to this Exhibit are contained in Section 7 DEFINITIONS of the Agreement.

- 2.1** “**Employer Payment**” means the amount owed or payable to Claim Administrator by Employer for a given Employer Payment Period in accordance with Section 5 of this Exhibit which is the sum of Claim Payments made plus applicable service charges incurred during that Employer Payment Period.
- 2.2** “**Employer Payment Method**” means the method elected in the Fee Schedule specifications of the most current ASO BPA by which Employer Payments will be made.
- 2.3** “**Employer Payment Period**” means the time period indicated in the Fee Schedule specifications of the most current ASO BPA.
- 2.4** “**Run-Off Claim**” means a Claim incurred prior to the termination of the Agreement that is submitted for payment during the Run-Off Period.
- 2.5** “**Run-Off Period**” means the time period immediately following termination of the Agreement, indicated in the Fee Schedule specifications of the most current ASO BPA, during which Claim Administrator will accept Run-Off Claims submitted for payment.
- 2.6** “**Termination Administrative Charge**” means the consideration indicated in the Fee Schedule specifications of the most current ASO BPA that is required by Claim Administrator upon termination of the Agreement, or the termination of Covered Employees but not the Agreement, including any services that may be performed by Claim Administrator during the Run-Off Period indicated on such ASO BPA.

SECTION 3: COMPENSATION TO CLAIM ADMINISTRATOR

- 3.1** ***Intent of Service Charges.*** Employer will pay service charges to Claim Administrator in accordance with the Fee Schedule specifications of the most current ASO BPA as compensation for the processing of Claims and administrative and other services provided to Employer.
- 3.2** ***Determining Service Charges.*** The service charges, which are for the Fee Schedule Period indicated in the Fee Schedule specifications of the most current ASO BPA have been determined in accordance with Claim Administrator’s current regulatory status and Employer’s existing benefit program.
- 3.3** ***Changing Service Charges.*** Such service charges shall be subject to change by Claim Administrator as follows:
- a.** At the end of the Fee Schedule Period indicated in the Fee Schedule specifications of the most current ASO BPA, provided that sixty (60) days’ prior written notice is given by Claim Administrator;
 - b.** On the effective date of any changes or benefit variances in the Plan, its administration by Employer, or the level of benefit valuation which would increase Claim Administrator’s cost of administration;
 - c.** On any date changes imposed by governmental entities increase expenses incurred by Claim Administrator, provided that such increases shall be limited to an amount sufficient to recover such increase in expenses;

- d. On any date that the actual number of Covered Employees (in total, by product or by benefit plan), the single/family mix, or the Medicare/Non-Medicare mix varies +/- 10% from Claim Administrator's projections;
 - e. The information upon which Claim Administrator's projections were based (benefit levels, census/demographics, producer/broker fees, etc.) becomes outdated or inaccurate; or
 - f. On any date an affiliate, subsidiary, or other business entity is added or dropped by Employer.
- 3.4 Service Charges upon Termination.** In the event the Agreement is terminated in accordance with the "Term and Termination" provisions of the Agreement, Employer will Timely pay Claim Administrator the Termination Administrative Charge indicated in the Fee Schedule specifications of the most current ASO BPA. Termination Administrative Charges assume the continuation of the Plan benefit program(s) and the administrative services in effect prior to termination. Should such Plan benefit program(s) and/or administrative services change, or in the event the average Plan enrollment during the three (3) months immediately preceding termination varies by ten percent (10%) or more from the enrollment used to determine the service charges in effect at the time of termination, Claim Administrator reserves the right to adjust the fees for service charges (including, but not limited to, access fees) to be used to compute the Termination Administrative Charge. In the event of a partial termination of Covered Employees by Employer, Employer will pay the Termination Administrative Charge as specified in the current ASO BPA for such terminated Covered Employees.
- 3.5 Additional Service Charges.** In addition to the amounts due and payable each month in accordance with the Fee Schedule specifications of the most current ASO BPA, Claim Administrator may charge Employer for:
- a. Any applicable Supplemental Charge(s); and/or
 - b. Reasonable fees for the reproduction or return of Claim records requested by Employer, a governmental agency or pursuant to a court order; and/or
 - c. Any other fees that may be assessed by third parties for services rendered to Employer, a portion of which may be retained by Claim Administrator as compensation for Claim Administrator's support of such services; and/or
 - d. Any other fees for services mutually agreed upon by the Parties in writing.
- 3.6 Effect of Plan Enrollment.** Administrative Charges will be paid based upon information Claim Administrator receives regarding current Plan enrollment as of the first day of each month. Appropriate adjustments will be made for enrollment variances or corrections.
- 3.7 Timely Payment.** Performance of all duties and obligations of Claim Administrator under the Agreement are contingent upon the Timely payment of any amount owed Claim Administrator by Employer.

SECTION 4: CLAIM PAYMENTS

- 4.1 Claim Administrator's Payment.** Upon receipt of a Claim, Claim Administrator will make a Claim Payment provided that all payments due Claim Administrator under the terms of the Agreement are paid when due.
- 4.2 Employer's Liability.** Any reasonable determination by Claim Administrator in adjudicating a Claim under the Agreement that a Covered Person is entitled to a Claim Payment is conclusive evidence of the liability of Employer to Claim Administrator for such Claim Payment pursuant to Section 6 below titled "Claim Settlements."
- 4.3 Cessation of Claim Payments.** If Employer has failed to pay when due any amount owed Claim Administrator, Claim Administrator shall be under no obligation to make any further Claim Payments until such default is cured.

SECTION 5: EMPLOYER PAYMENT

- 5.1 **Intent.** In consideration of Claim Administrator's obligations as set forth in the Agreement and at the end of each Employer Payment Period, Employer shall pay to Claim Administrator or shall provide access for Claim Administrator to obtain, Employer Payment amount due for that Employer Payment Period.
- 5.2 **Confirmation or Notification of Amount Due and Payment Due Date.** Employer shall confirm with Claim Administrator or Claim Administrator shall notify Employer's financial division, of Employer Payment for each Employer Payment Period and when such payment is due. Confirmation or notification shall be in accordance with Employer Payment Method elected in the Fee Schedule specifications of the most current ASO BPA and the following:
- a. **If Employer Payment Method is by Check,** Claim Administrator shall issue Employer a settlement statement which will include Claim Administrator's mailing address for check remittance and the date payment is due.
 - b. **If Employer Payment Method is other than Check,** Employer shall confirm on-line the amount due by accessing Claim Administrator's "Blue Access for Employers" (as provided in Exhibit 1); or Claim Administrator shall advise Employer by email or facsimile (at an email address or facsimile number to be furnished by Employer prior to the effective date of the Agreement) or by such other method mutually agreed to by the Parties, of the amount due. Employer Payment must be made or obtained within forty-eight (48) hours of confirmation by Employer or Employer's notification by Claim Administrator. If any day on which an Employer payment is due is a holiday, such payment will be made or obtained on the next business day.
- 5.3 **Late Payments.** Late payments are subject to the penalties outlined in Section 7.3 of this Exhibit.

SECTION 6: CLAIM SETTLEMENTS

- 6.1 **Determining What Employer Owes.** A Claim settlement shall be determined for each Claim Settlement Period indicated in the Fee Schedule specifications of the most current ASO BPA. The Claim settlement shall reflect the sum of the following:
- a. Claim Payments paid by Claim Administrator in the particular Claim Settlement Period.
 - b. Claim Payments paid by Claim Administrator in prior Claim Settlement Periods that have not been included in a prior Claim settlement.
 - c. The Administrative Charges and credits, Surcharges, and other applicable service charges as indicated in the Fee Schedule specifications of the most current ASO BPA of the Agreement and any applicable Supplemental Charge(s).
- The sum of a., b., and c. above shall be referred to as the "Claim Settlement Total."
- 6.2 **Employer Underpayment.** If, within the Claim Settlement Period, the Claim Settlement Total exceeds Employer Payments, Employer will pay the difference to Claim Administrator. The Claim settlement will be determined within ninety (90) days from the last day of the Claim Settlement Period. Claim Administrator will notify Employer in writing of the results of the Claim settlement. Any sums due Claim Administrator will be paid Timely by Employer.
- 6.3 **Employer Overpayment.** If, within the Claim Settlement Period, Employer Payments exceed the Claim Settlement Total, Claim Administrator may, at its option, pay such difference to Employer, apply the difference against amounts then owed Claim Administrator by Employer or authorize a reduction equal to such difference from the next Claim Settlement Total due Claim Administrator from Employer.

SECTION 7: LATE PAYMENTS AND REMEDIES

- 7.1 **When Employer Fails to Pay.** If Employer fails to pay when due any amount required to be paid to Claim Administrator under the Agreement, and such default is not cured within ten (10) days of the due date, a Reminder Notice will be sent to the Employer via email. If payment is not received within ten (10) days of the date the Reminder Notice is sent, Claim Administrator reserves the right to consider the Employer

delinquent. If defaults are not cured following notice via email to Employer, Claim Administrator may, at its option:

- a. Suspend Claim Payments; or
- b. Terminate the Agreement as of the effective date specified in such notice.

7.2 **When Claim Administrator Fails to Timely Notify.** Pursuant to Section 6.5 “Severability; Enforcement; Force Majeure; Survival” of the Agreement, Claim Administrator’s failure to provide Employer with Timely notice of any amount due hereunder shall not be considered a waiver of payment of any amount which may otherwise be due hereunder from Employer.

7.3 **Late Charge.** If Employer fails to make any payment required by the Agreement on a Timely basis, Claim Administrator, at its option, may assess a daily charge for the late remittance from the due date of any amount(s) payable to Claim Administrator by Employer. This daily charge shall be an amount equal to the amount resulting from multiplying the amount due times the lesser of:

- a. The rate of .0329% per day which equates to an amount of twelve percent (12%) per annum; or
- b. The maximum rate permitted by state law.

7.4 **Insolvency.** In addition, if Employer becomes insolvent, however evidenced, or is in default of its obligation to make any Employer Payment as provided hereunder, or if any other default hereunder has occurred and is continuing, then any indebtedness of Claim Administrator to Employer (including any and all contractual obligations of Claim Administrator to Employer) may be offset and/or recouped and applied toward the payment of Employer’s obligations hereunder, whether or not such obligations, or any part thereof, shall then be due Employer.

SECTION 8: FINANCIAL OBLIGATIONS UPON AGREEMENT TERMINATION

8.1 **Run-Off Claims.** Employer hereby acknowledges that on the date of termination of the Agreement in accordance with the provisions of either Section 7 of this Exhibit or Section 6 of the Agreement, or on the date which Employer terminates a part of the population of Covered Employees, there may be an undetermined but substantial number of Claims for services rendered or furnished prior to that date which have not been submitted to Claim Administrator for reimbursement and also an undetermined but substantial number of Claims submitted for reimbursement which have not been paid by Claim Administrator (“Run-Off Claims”). Employer shall be responsible for the reimbursement of all Run-Off Claims, whether or not such Claims have been submitted, or whether or not Claim Payments calculated on the basis of Claim Payments for such Claims have been made by Claim Administrator, as of the date of termination or termination of Covered Employees but not the Agreement, including, but not limited to payment of the Termination Administrative Charge and any other applicable service charges indicated in the Fee Schedule specifications of the most current ASO BPA and any applicable Supplemental Charge(s) pursuant to the processing of such Claims after the Agreement’s termination date or date of termination of Covered Employees but not the Agreement.

8.2 **Corresponding Employer Payments.** In consideration of Claim Administrator’s continuing to make Claim Payments in accordance with Section 4 of this Exhibit for Run-Off Claims, Employer shall continue to make Employer Payments for all such Claims paid by Claim Administrator up to the final settlement outlined below.

8.3 **Final Settlement.** A final settlement shall be made within ninety (90) days after the last day of the Run-Off Period. This final settlement shall compare Employer Payments against the Claim Settlement Totals for all Run-Off Claims paid up to the date of the final settlement. The difference shall be paid or applied as set forth in Section 6 of this Exhibit. However, if Employer Payments exceed the Claim Settlement Totals for all Run-Off Claims paid up to the final settlement, Claim Administrator shall pay such difference to Employer after applying the difference against amounts, if any, then owed to Claim Administrator by Employer. After the final settlement, Claim Administrator shall be released from any further liability for Claim Payments and Claim adjustments under this Agreement, and as of the date Employer shall assume full liability and responsibility for all further administration of Claim Payments. Further, after the final settlement, any refunds resulting from Claim adjustments for Overpayments, regardless of when such adjustments occurred shall

be retained by Claim Administrator and Employer shall have no liability for any charges associated with any adjustments.

- 8.4** ***Uncashed Funds.*** As of the date of termination of the Agreement and during the Run-Off Period, any outstanding funds that are or become "stale" (over 365 days old), less any amount(s) owed by payees to Claim Administrator from such funds, will be escheated by Claim Administrator on Employer's behalf to the state of payee's last known address in accordance with Claim Administrator's established procedures and/or the applicable state's unclaimed property law.

**EXHIBIT 3
NOTICES/REQUIRED DISCLOSURES**

SECTION 1: PAYMENT OF CLAIMS AND ASSIGNMENT OF BENEFITS

- 1.1 Claim Payment.** All payments by Claim Administrator for the benefit of any Covered Person may be made directly to any Provider furnishing Covered Services for which such payments are due, and Claim Administrator is authorized by such Covered Person to make such payments directly to such Providers. However, Claim Administrator reserves the right to pay any benefits that are payable under the terms of the Plan directly to the Covered Person or to the Provider furnishing Covered Services at Claim Administrator's option and in its sole discretion. Claim Administrator's decision to pay a Provider directly is not intended to waive and shall not constitute a waiver of the prohibition on assignment described in Section 1.3, below. All benefits payable to the Covered Person that remain unpaid at the time of the death of the Covered Person will be paid to the estate of the Covered Person.
- 1.2 Claim Dispute.** Once Covered Services are rendered by a Provider, the Covered Person has no right to request Claim Administrator not to pay the Claim submitted by such Provider and no such request by a Covered Person or his agent will be given effect. Furthermore, Claim Administrator will have no liability to the Covered Person or any other person because of its rejection of such request.
- 1.3 Invalidity of Assignments.** Neither coverage under the Plan nor a Covered Person's claims or rights under the Plan, including but not limited to claims for payment of benefits, are assignable in whole or in part to any person or entity at any time, and any such assignments shall be considered void. Coverage under the Plan is expressly non-assignable and non-transferable and will be forfeited if a Covered Person attempts to assign or transfer coverage or aids or attempts to aid any other person in fraudulently obtaining coverage under the Plan. If Claim Administrator makes payment because of a person's wrongful use of the identification card of a Covered Person, such payment will be considered a proper payment and Claim Administrator will have no obligation to pursue recovery of such payment; however, once the invalid assignment or transfer has been identified and Claim Administrator has acknowledged the situation, Claim Administrator will pursue recoveries as described in Section 4.2 "Claim Overpayments."

SECTION 2: COVERED PERSON/PROVIDER RELATIONSHIP

- 2.1 Relationship to a Provider.** The choice of a Provider is solely the choice of the Covered Person and Claim Administrator will not interfere with the Covered Person's relationship with any Provider. Each Provider provides Covered Services only to Covered Persons and does not otherwise interact with or provide any services to Employer (except to the extent Employer is a Covered Person) or the Plan.
- 2.2 Claim Administrator's Role.** It is expressly understood that Claim Administrator does not itself undertake to furnish hospital, medical or dental service, but acts solely to make Claim Payments to a Provider for the Covered Services received by Covered Persons. Claim Administrator is not in any event liable for any act or omission of any Provider or the agent or employee of such Provider, including, but not limited to, the failure or refusal to render services to a Covered Person. Professional services that can only be legally performed by a Provider are not provided by Claim Administrator. Any contractual relationship between a Provider and Claim Administrator shall not be construed to mean that Claim Administrator is providing professional service nor that any Provider is a subcontractor of Claim Administrator with respect to any aspect of this Agreement. Any reference or statement by Claim Administrator to a Provider shall in no way be construed as a representation, recommendation, referral, inference, or other statement by Claim Administrator as to the ability or quality, positive or negative, of such Provider.

**EXHIBIT 4
ASO BPA**

EXHIBIT 5
BLUE CROSS AND BLUE SHIELD ASSOCIATION DISCLOSURES AND PROVISIONS

SECTION 1: ADMINISTRATIVE SERVICES ONLY, NETWORK ONLY

Claim Administrator must disclose that it does not underwrite or assume any financial risk with respect to claims liability; and disclose the nature of the services and/or network access Claim Administrator is providing. Such disclosures must be made to Employer, Employer's Covered Persons, and Providers and must include, at a minimum, disclosure on identification cards, benefit booklets, Employer contracts and explanation of benefits documentation.

SECTION 2: DISCLOSURES IN ACCOUNT CONTRACTS

Employer, on behalf of itself and its Covered Persons, hereby expressly acknowledges its understanding that this Agreement constitutes a contract solely between Employer and Claim Administrator, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting Claim Administrator to use the Blue Cross and/or Blue Shield Service Mark in the State of Illinois, and that Claim Administrator is not contracting as the agent of the Association. Employer on behalf of itself and its Covered Persons further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Claim Administrator and that no person, entity, or organization other than Claim Administrator shall be held accountable or liable to Employer for any of Claim Administrator's obligations to Employer created under this Agreement. This subsection shall not create any additional obligations whatsoever on the part of Claim Administrator other than those obligations created under other provisions of this Agreement.

EXHIBIT 6
RECOVERY LITIGATION AUTHORIZATION

Employer hereby acknowledges and agrees that Claim Administrator may, at its election, pursue claims of Employer and/or the Plan, which are related to claims that Claim Administrator pursues on its own behalf, subject to the following terms and conditions:

1. Claim Administrator shall have the right to select and retain legal counsel.
2. Any lawsuit filed or arbitration initiated by Claim Administrator will be done in the name of Claim Administrator for its own benefit, as well as on behalf of Employer and possibly other parties. Claim Administrator will not cause any litigation to be filed or arbitration to be initiated in the name of Employer and/or the Plan without Employer's express advance consent. With such permission, any such litigation can be filed or arbitration initiated in the name of Employer and/or the Plan with attorneys identified as counsel for Employer or in the name of two or more parties, including Employer and Claim Administrator, with attorneys identified as counsel for Employer, Claim Administrator, and possibly other parties.
3. The Parties agree to cooperate with each other in pursuit of recovery efforts pursuant to the provisions of this Exhibit.
4. Claim Administrator shall control any recovery strategy and decisions, including decisions to mediate, arbitrate or litigate.
5. Claim Administrator shall have the exclusive right to approve any and all settlements of any claims being mediated, arbitrated or litigated.
6. Claim Administrator shall have the right to assign claims belonging to Employer and/or the Plan to a third party for the purpose of allowing the third party to pursue the claims on Employer's behalf via mediation, arbitration, or litigation. If such an assignment is made, the rights and obligations of Claim Administrator in this Exhibit 6 shall become the rights and obligations of the third party for purposes of the assigned claims only.
7. Any and all recoveries, net of all investigative and other expenses relating to the recovery made through any means pursuant to the provisions of this Exhibit, including any costs of settlement, mediation, arbitration, litigation or trial including attorney's fees, will be prorated based upon each party's percentage interest in the recoverable compensatory monetary damages, which allocation shall be done by Claim Administrator on any reasonable basis it deems appropriate.
8. Any and all information, documents, communications or correspondence provided to or obtained by attorneys from either party, as well as communications, correspondence, conclusions and reports by or between attorneys and either party, shall be and are intended to remain privileged and confidential. Each party intends that the attorney-client and work product privileges shall apply to all information, documents, communications, correspondence, conclusions and reports to the full extent allowed by state or federal law. Claim Administrator shall be permitted to make such disclosures of such privileged and confidential information to law enforcement authorities as it deems necessary or appropriate in its sole discretion. Employer shall not waive the attorney-client privilege or otherwise disclose privileged or confidential information received in connection with the provisions of this Exhibit or cooperative efforts pursuant to the provisions of this Exhibit without the express written consent of Claim Administrator.
9. The discharge of attorneys by one party shall not disqualify or otherwise ethically prohibit the attorneys from continuing to represent the other party pursuant to the provisions of this Exhibit.
10. Nothing in the provisions of this Exhibit shall require Claim Administrator to assert any claims on behalf of Employer and/or the Plan.
11. Nothing in the provisions of this Exhibit and nothing in attorneys' statements to either party and/or the Plan will be construed as a promise or guarantee about the outcome of any particular litigation, mediation, arbitration or settlement negotiation; therefore, Employer acknowledges that the efforts of Claim Administrator may not result in recovery or in full recovery in any particular case.
12. The terms and conditions described herein shall survive the expiration or termination of the Agreement; however, nothing herein shall require Claim Administrator to assert any claims on Employer's and/or the Plan's behalf following the termination of the Agreement. If the Agreement is terminated after Claim

Administrator has asserted a claim on behalf of Employer and/or the Plan but before any recovery, Claim Administrator may in its sole discretion continue to pursue the claim or discontinue the claim.

13. If Employer should desire to participate in a class or multi-district settlement rather than defer to Claim Administrator, Employer may revoke the grant of authority established herein for that specific matter by affirmatively opting into a class settlement and by notifying Claim Administrator of its decision in writing, immediately upon making such determination as provided for under Section 4.8 Notice and Satisfaction of the Agreement.
14. Employer further acknowledges and agrees that, unless it notifies Claim Administrator to the contrary in writing as provided for under Section 4.8 Notice and Satisfaction of the Agreement, it consents to the terms and conditions of this Exhibit and authorizes Claim Administrator, on behalf of Employer and/or the Plan, consistent with Section 2 above, to:
 - a. Pursue, without advance notice to Employer, claims that Claim Administrator pursues on its own behalf in class action litigation, federal multi-district litigation, private lien resolution programs, or otherwise, including, but not limited to, antitrust, fraud, unfair and deceptive business or trade practice claims pursuant to and in accordance with the provisions of this Exhibit effective immediately;
 - b. Opt out of any class action settlement or keep Employer and/or the Plan in the class, if Claim Administrator reasonably determines that it should do so;
 - c. Investigate and pursue recovery of monies unlawfully, illegally or wrongfully obtained from the Plan.
15. Employer further acknowledges and agrees that Claim Administrator's decision to pursue recovery in connection with particular claims shall be in Claim Administrator's sole discretion and Claim Administrator does not enter into this undertaking as a fiduciary of the Plan or its Covered Persons, but only in connection with its undertaking to pursue recovery of claims of Employer and/or the Plan when, as, and if, Claim Administrator determines that such claims may be pursued in the common interest of the parties.
16. Employer is responsible for ensuring that the terms of its health benefit plan are consistent with the terms of this Exhibit.
17. The Parties agree in the event that the language in the Agreement shall be in conflict with this Exhibit, the provisions of this Exhibit shall prevail with respect to the subject matter hereof.



CONSENT AGENDA ITEM NO. 8.N.

FOR COUNCIL: July 10, 2023

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on an Application from Oasis Nails, LLC, to be located at 2103 N. Veteran's Pkwy, Ste. 324, Requesting the Creation of a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

BACKGROUND: Oasis Nails, LLC (Applicant), to be located at 2103 N. Veteran's Pkwy, Ste. 324, is requesting the creation of a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License. The establishment plans to offer the sale of alcohol in addition to its nail salon services. There is currently a bar space available which will be utilized for that purpose.

On June 13, 2023, the Liquor Commission voted to positively recommend the creation of the new License to Council as requested and presented above.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on March 5, 2023, a public notice was published in *The Pantagraph*. 96 notices were mailed to properties within 500 feet of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class PBS Liquor License is \$1,600, will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 134. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, Food and Beverage Tax and Package Liquor Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-1 Ensure a broad range of employment opportunities for all residents.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 2B Application](#)

[CLK 2C DRAFT Minutes](#)

June 14, 2023

City Clerk Requirement Verification Memo

To: City Council Review

Re: OASIS NAILS, LLAC

D/B/A Name: OASIS NAILS

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

- Full, Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Lease between OASIS NAILS, LLC and U.S. REIF PARKWAY FEE, LLC
 - **Expiration: February 1, 2030**
- Articles of Organization
- Computer Generated Site/Floor Plan
- Certificate/Proof of Good Standing with the State of IL
- Bloomington/Normal Food and Beverage Tax Registration Form
- Paid \$400 Application Fee
 - **Date Paid: 05/02/2023**

On File at the time of Submission:

- N/A

Establishment currently holds the following additional licenses:

- N/A

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



Liquor License Application

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

| | |
|--|---|
| Legal Entity Name (Corporate/LLC Name) | Oasis nails LLC |
| Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i> | Oasis nais |
| Legal Entity Address <i>(including City, State, and Zip)</i> | 2103 n Veterans pkwy ste 324 bloomington IL 61704 |
| Legal Entity Phone Number | 3098244671 |
| Legal Entity Email Address | Inguy88@yahoo.com |
| Establishment Address including Zip | 2103 n Veterans pkwy ste 324 bloomington IL61704 |
| Establishment Phone Number | 3098244671 |
| Establishment Email Address | Inguy88@yahoo.com |
| *Email Address for ALL City Communications: | Inguy88@yahoo.com |

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

| | | | |
|----------------------------|----------------------|--------------|------------|
| Name (First & Last) | City | State | Zip |
| long nguy | bloomington | IL | 61704 |
| Phone Number | Email Address | | |
| 3098244671 | Inguy88@yahoo.com | | |

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

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

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

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

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

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

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

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

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.
 - Sole Proprietorship
 - Partnership (Date of Formation: 12-15-2022)
 - Limited Liability Company (LLC) Corporation (Inc. or Corp.)

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

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

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



5. Yes No 5A Yes No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*
- Yes No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) nail salon
- What class of liquor license is being sought? (See descriptions beginning on page 1.) EA
- Yes No Will the establishment offer Sunday Sales?
- Yes No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- Yes No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: Business attractions , additional services to clients for revenues
- If approved, how would the liquor license benefit the City and its residents? additional taxes revenue for our city from surrounding counties
- Yes No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
- Yes No Will the proposed or current establishment sell food?
- Yes No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* nails services
- If approved, what license renewal billing cycle would be preferred? Annual Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

| Day | Time Open | Time Close |
|------------|-----------|------------|
| Monday: | 10 am | 7 pm |
| Tuesday: | 10 am | 7 pm |
| Wednesday: | 10 am | 7 pm |
| Thursday: | 10 am | 7 pm |
| Friday: | 10 am | 8 pm |
| Saturday: | 10 am | 8 pm |
| Sunday: | 12 pm | 6 pm |

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) shopping center , groceries store , restaurants
 - If there are office or commercial buildings nearby, approximately what are their hours of operation? 8 am to 10 pm
 - Is the area predominately residential, are they single or multi-family homes? primary commercial area
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) large shopping center with share parking lots
- How much additional traffic is expected to be generated with a liquor license? the amount of additional traffic estimated to be minimal due to many patrons already in the area
- Describe any and all on- and off-street parking: there are no off street parking
- How many establishments with liquor licenses are located within 500 ft. of the establishment? around 4



Responsibility:

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

Please provide any additional information significant to this application:
 our business is under construction hoping to be in operational in 90 days our business have no revenues and debts as of now

Additional License Interests:

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

- Yes No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- Yes No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*
- Yes No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- Yes No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- Yes No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

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

I, the undersigned, swear or affirm that:

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

long nguy

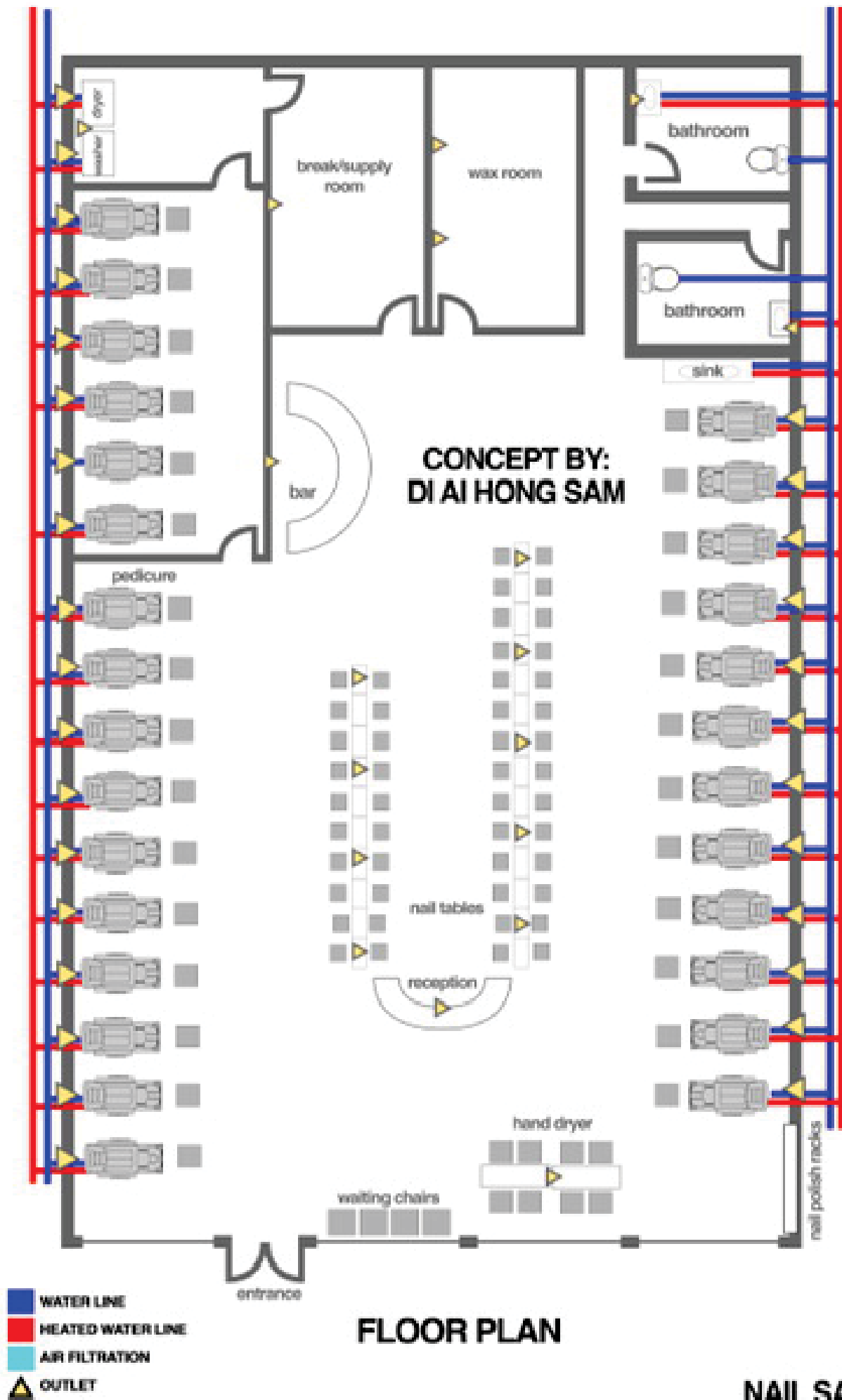
 Name (Please Print)

 Signature

partner manager

 Title
 04/24/2023

 Date



CONCEPT BY:
 DI AI HONG SAM

The following item was presented:

Item 5. A. Public Hearing and Action on an Application from LKH II, Inc., d/b/a 1107 West Bar & Grill, located at 1107 W. Locust St., Requesting Approval of a Change of Ownership for their Class TAPS (Tavern, All Types of Alcohol, with Package and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:02 p.m.

Erin Killian, the Proposed Owner, and Tom Hubbard, Current Owner, after being sworn in, addressed the Commission.

Commissioner Mwilambwe clarified with Ms. Killian that she was a Manager at the establishment for the last couple of years. Ms. Killian stated she was previously the Manager since the establishment opened in 2020 but left for seven months.

Commissioner Mwilambwe asked if Ms. Killian plans to keep the operation the same. Ms. Killian responded yes.

Commissioner Mwilambwe asked how many employees there were. Ms. Killian stated there were three bartenders and three cooks and she planned on keeping everyone who was employed.

Commissioner Mwilambwe asked what the capacity was. Mr. Hubbard stated the capacity was around 99.

Commissioner Meister asked what the hours would be. Ms. Killian responded that she planned to keep the hours from 10:00 a.m. to 11:00 p.m.

Commissioner Mwilambwe asked if everyone was BASSET trained. Ms. Killian responded yes.

George Boyle, Asst. Corporation Counsel, reported no concerns from Legal.

Paul Williams, Asst. Police Chief, clarified that Ms. Killian had at least three years of experience running a liquor establishment. Ms. Killian responded that she had been in the food service industry for 15 years and had previously managed Mugsy's.

Commissioner Mwilambwe closed the Public Hearing at 4:10 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe to positively recommend the Item to Council.

Commissioner Mwilambwe directed the clerk to call the roll:

AYES: Mwilambwe; Meister

Motion carried.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from Oasis Nails, LLC, to be located at 2103 N. Veteran's Pkwy, Ste. 324, requesting the Creation of a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:12 p.m.

Long Nguy, Proposed Owner, after being sworn in, addressed the Commission.

Mr. Nguy explained he was hoping to get a liquor license to serve wine to clients while they receive services.

Commissioner Mwilambwe asked if the establishment was a Nail Salon. Mr. Nguy answered yes and stated they had not opened yet.

Commissioner Mwilambwe asked if there would be a bar inside. Mr. Nguy answered yes.

Commissioner Mwilambwe asked how many employees they planned to have. Mr. Nguy responded with about 20 employees total, but only 2-3 would serve alcohol.

Commissioner Mwilambwe asked if Mr. Nguy planned to be BASSET trained. Mr. Nguy answered yes.

Commissioner Meister asked what the hours were and if alcohol would be served the entire time they were open. Mr. Nguy responded that they would be open from 10:00 a.m. to 7:00 p.m. Commissioner Mwilambwe asked if alcohol would be served at 10:00 a.m. Mr. Nguy answered yes.

Commissioner Mwilambwe asked what the capacity was. Mr. Nguy stated it was around 100.

Commissioner Mwilambwe stated the proposed license was an Entertainment License classification and expressed concern that nail services did not seem like entertainment. He stated that since there was no category that would best fit, down the line, there would be the possibility that a different type of license was created.

Commissioner Meister stated that with an Entertainment License, there should not be more than 40% of sales towards liquor. Mr. Nguy responded that sales would not be more than 40% and that clients might want a glass of wine while they get services.

Commissioner Mwilambwe asked how long it takes to get services done. Mr. Nguy responded that it can take half an hour to an hour.

George Boyle, Asst. Corporation Counsel asked if Mr. Nguy was just interested in only selling beer and wine or if he was interested in selling other spirits. Mr. Nguy responded there would be cocktails as well. Mr. Boyle stated there was a difference in cost based on the type of license.

Mr. Boyle asked if there was anyone connected with the establishment that had any experience with serving alcohol. Mr. Nguy answered no.

Commissioner Mwilambwe asked if the employees serving alcohol would be BASSET trained. Mr. Nguy answered yes.

Paul Williams, Asst. Police Chief, asked where on the map Suite 324 would be located and asked if there was a business that would be moving from the location. Mr. Nguy responded that HuHot Mongolian Grill was previously in the building.

Asst. Police Chief Williams asked if there were plans to rent out the facility for events. Mr. Nguy answered no.

Commissioner Mwilambwe clarified there were a lot of reclining chairs from the floor plan. Mr. Nguy responded they hoped to have 28 chairs.

Chris McAllister, Building Official, noted he did not remember seeing a bar area from the submitted plan and asked Mr. Nguy to clarify where the bar would be located. Mr. Nguy

stated that it was an island in the middle of the premises and he plans to use it for the bar area.

Mr. McAllister also stated that if there were mixed drinks to be served, the Health Department would need to be involved.

Asst. Police Chief Williams asked if there would be a lounge area for people who were waiting to receive services. Mr. Nguy responded that it would be mostly for people getting work done, but there would be a waiting area as well.

Commissioner Meister asked when they plan to open. Mr. Nguy answered Labor Day weekend.

Commissioner Mwilambwe closed the Public Hearing at 4:22 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe to positively recommend the Item to Council.

Commissioner Mwilambwe directed the clerk to call the roll:

AYES: Mwilambwe; Meister

Motion carried.

The following item was presented:

Item 5. C. Public Hearing and Action on an Application from Keg Grove Brewing Company, LLC d/b/a Keg Grove Brewing Company, requesting the Creation of a Class FM (Farmer's Market) Liquor License.

George Boyle, Asst. Corporation Counsel recused himself at 4:23 p.m. due to a conflict of interest with the establishment. Chris Spanos, Corporation Counsel, sat in his place.

Commissioner Mwilambwe opened the Public Hearing at 4:24 p.m.

Jeffrey Mroz, Manager, after being sworn in, addressed the Commission.

Commissioner Meister clarified that there would be small samples served. Mr. Mroz responded yes, and that there would be four packs of beer to go.

Commissioner Meister asked if there would be wristbands or identification checks. Mr. Mroz stated they would ID people only and that people would just consume and go.

Commissioner Meister asked if everyone was BASSET Certified. Mr. Mroz answered yes.

Commissioner Mwilambwe asked how long they have been in business. Mr. Mroz responded 5 years.

Commissioner Mwilambwe closed the Public Hearing at 4:28 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe to positively recommend the Item to Council.

Commissioner Mwilambwe directed the clerk to call the roll:

AYES: Mwilambwe; Meister

Motion carried.

George Boyle, Asst. Corporation Counsel, returned and Chris Spanos, Corporation Counsel, stepped out at 4:28 PM