

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
MARCH 11, 2024**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC HEARING

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - 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, MARCH 11, 2024, 6:00 PM

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. Recognition/Appointments
 - A. Proclamation for AmeriCorps Week 2024, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - B. Proclamation for Child Abuse Prevention Month 2024, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - C. Recognition of a Board and Commission Appointment, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)

6. Public Comment

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

7. 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 February 12, 2024 Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
- B. Consideration and Action on Approving Bills and Payroll in the Amount of \$5,421,173.60, as requested by the Finance Department. (*Recommended Motion: The proposed Bills and Payroll be approved.*)
- C. Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department. (*Recommended Motion: The proposed Appointments be approved.*)

- D. Consideration and Action to Approve a Three-Year Agreement Between the City of Bloomington and Environmental Systems Research Institute, Inc. (ESRI), for Software Licensing and Related Services for the City's Geographic Information System (GIS), in the Amount of \$175,500, as requested by the Information Technology Department and the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)
- E. Consideration and Action to Approve an Agreement with Carahsoft Technology Corp. for the Utilization of eCivis Software for Grant Management within the City of Bloomington, as requested by the Administration Department. (Recommended Motion: The proposed Agreement be approved.)
- F. Consideration and Action to Approve an Intergovernmental Agreement with the County of McLean for Booking Fees, in the Amount of \$27,720, as requested by the Police Department. (Recommended Motion: The proposed Intergovernmental Agreement be approved.)
- G. Consideration and Action on a Resolution Authorizing the Filing of an Amendment to the Community Development Block Grant (CDBG) Citizen Participation Plan, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)
- H. Consideration and Action on a Resolution Authorizing a Change Order for the Contract Between the City of Bloomington and Williams Architects, Ltd., for the Design of and Engineering Services for O'Neil Park and Pool Improvements, in the Amount Not to Exceed \$50,000, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)
- I. Consideration and Action on Approving an Ordinance Authorizing a Construction Agreement with Garneau Construction, Inc., for the Tuckpointing & Sealing Project (Re-Bid #2024-28), in the Amount of \$658,399.50, as requested by the Department of Operations & Engineering Services and the Parks & Recreation Department. (Recommended Motion: The proposed Ordinance be approved.)
- J. Consideration and Action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024, and 2) an Ordinance Authorizing a Construction Agreement with Otto Baum Company, Inc., for the Lincoln Parking Structure Maintenance Repairs - 2024/2025 (Bid #2024-29), in the Amount of \$1,264,855, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinances be approved.)
- K. Consideration and Action on an Ordinance Waiving the Formal Procurement Requirements and Approving an Agreement with Hutchison Engineering Inc. for Route 9 Watermain and Lead Service Line Design Work, as requested by the Water Department. (Recommended Motion: The proposed Ordinance be approved.)

8. Regular Agenda

- A. Presentation of the Fiscal Year 2025 Proposed Budget, as requested by the Finance Department. (Recommended Motion: None; presentation and discussion only.) (Presentation by Tim Gleason, City Manager, and Scott Rathbun, Finance Director, 15 minutes; and City Council Discussion, 15 minutes.)

- B. Presentation of the Bloomington Police Department's 2023 Annual Report, as requested by the Police Department. (*Recommended Motion: None, Presentation and Discussion only.*) (*Presentation by Jeff Jurgens, Deputy City Manager, and Jamal Simington, Chief of Police , 10 minutes; and City Council Discussion, 5 minutes.*)
- C. Presentation of the Bloomington Fire Department's 2023 Annual Report and an Update on Department Hiring, as requested by the Fire Department. (*Recommended Motion: None; Presentation and Discussion only.*) (*Presentation by Billy Tyus, Deputy City Manager, and Cory Matheny, Fire Chief, 15 minutes; and City Council Discussion, 5 minutes.*)

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

13. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for AmeriCorps Week 2024, as requested by the Administration Department.

RECOMMENDED MOTION: None; recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1B Proclamation](#)



*Mayoral Proclamation
For Americorps Week 2024*

WHEREAS, thirty years ago Congress established AmeriCorps – formerly the Corporation for National and Community Service – to unite national service programs under one agency, create service opportunities that strengthen communities, and expand pathways to education, careers, and civic participation for those who serve; and

WHEREAS, service is a hallmark of the American character and has the unique ability to bring people of all backgrounds together in common cause to meet our country’s most pressing challenges; and

WHEREAS, AmeriCorps and AmeriCorps Seniors programs provide opportunities for 200,000 Americans annually to serve their country through service at nonprofits, schools, public agencies, and community and faith-based organizations across the country; and

WHEREAS, national service represents a robust public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, in Illinois, more than 9,900 AmeriCorps members and AmeriCorps Seniors volunteers of diverse ages and backgrounds helped to meet local needs at more than 1,100 locations in the State by responding to disasters, mentoring children and youth, supporting veterans and military families, fighting the opioid epidemic, restoring the environment, and increasing access to justice; and

WHEREAS, AmeriCorps members and AmeriCorps Seniors volunteers encourage collaboration and partnerships, leveraging millions of volunteers in service and acquiring the support of business, foundation, and other local partners to increase the effectiveness of their initiatives; and

WHEREAS, AmeriCorps and AmeriCorps Seniors programs strengthen bridge-building skills by bringing people together from different backgrounds, generations, and geographic locations to address critical issues facing the country, forge relationships, cultivate mutual respect, and help build resilient and thriving communities; and

WHEREAS, volunteering prepares AmeriCorps members for future careers and improves the mental wellbeing of AmeriCorps Seniors volunteers, and their commitment to service reflects the dedication and patriotism of those who serve; and

WHEREAS, through their service, AmeriCorps members and AmeriCorps Seniors volunteers improve the lives of their families, strengthen communities, and foster civic engagement in the City of Bloomington as a whole; and

WHEREAS, AmeriCorps Week is an opportunity to recognize the dedication and commitment of the 200,000 members and volunteers who serve each year, the more than 1.25 million AmeriCorps alumni and millions of AmeriCorps Seniors volunteers, and their community partners, as well as to encourage more Americans to follow their footsteps in service;

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, on behalf of the Bloomington City Council, do hereby designate March 10-16, 2024, as

AMERICORPS WEEK

In Bloomington and urge citizens to thank AmeriCorps members and alumni and AmeriCorps Seniors volunteers for their service and to find their own ways to give back to their communities.

Mboka Mwilambwe
Mboka Mwilambwe
Mayor



Leslie Yocum
Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Child Abuse Prevention Month 2024, as requested by the Administration Department.

RECOMMENDED MOTION: None; recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 2B Proclamation](#)



*Mayoral Proclamation
Blue Bow Campaign
Child Abuse Prevention Month
April 2024*

WHEREAS, every child deserves to grow up in a nurturing environment, free from abuse, neglect, violence or endangerment of any kind; and,

WHEREAS, statistics of children who are abused and neglected escalate each year, last year, Illinois had 35, 244 indicated cases; and,

WHEREAS, the effects of child abuse are felt by whole communities, and must be addressed by the entire community; and,

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among the courts, social service agencies, schools, religious organizations, law enforcement and the business community; and,

WHEREAS, Parents Care & Share, a prevention program of Brightpoint's, offering positive parenting resources and alternatives to help break the cycle of abuse, is sponsoring a Blue Bow Campaign to heighten awareness of the need to support families; and,

WHEREAS, all citizens should become more aware of child abuse within the community and to become involved in its prevention and supporting parents to raise their children in a safe, nurturing environment;

THEREFORE, I, Mboka Mwilambwe, Mayor of Bloomington, do hereby proclaim the month of **April 2024 as CHILD ABUSE PREVENTION MONTH** in Bloomington, Illinois, and call upon all citizens to increase their participation in efforts to prevent child abuse, thereby strengthening the communities in which we live.

Mboka Mwilambwe
Mboka Mwilambwe
Mayor



Leslie Yocum
Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.C.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of a Board and Commission Appointment, as requested by the Administration Department.

RECOMMENDED MOTION: None; recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included appointment is representative of City Council's approval from the February 26, 2024 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1B Recognition of Appointment from 022624 Council](#)

Appointment

Citizens' Beautification Committee:
• **Izola Tyus**



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the February 12, 2024 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B DRAFT Minutes](#)



MINUTES
 CITY COUNCIL - REGULAR SESSION
 MONDAY, FEBRUARY 12, 2024, 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	Present
Tom Crumpler	Council Member, Ward 9	Present

Recognition/Appointments

The following item was presented:

Item 5.A. Proclamation for Health for Humanity Yoga Awareness Period, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation and Yogesh Chingalwar accepted it. Mr. Chingalwar provided history on the upcoming event, as well as yoga, and its benefits.

The following item was presented:

Item 5.B. Recognition of Central Illinois Woodworkers Club for the contribution of time and skills to the Train Project and Empire Junction Park, as requested by the Parks & Recreation Department.

Mayor Mwilambwe read the recognition. David Lamb, Parks & Recreation Department Assistant Director, recognized various members of the Central Illinois Woodworkers Club. He thanked them for their initiative and craftsmanship.

Todd Johnson discussed the Club's process for proposing the project and discussed their positive experience working with the Parks & Recreation Department. He shared that the Club had donated 645 hours in the project and highlighted key features of the build. Mr. Johnson expressed interest in building train cars annually to add to the train.

A video of the Train Project was presented and a brochure for the Central Illinois Woodworkers Club was shared with Council.

The following item was presented:

Item 5.C. Recognition of Board & Commission Appointments, as requested by the Administration Department.

Mayor Mwilambwe recognized the following appointments: (1) Surinder Sethi, (2) Adina Akmal, (3) Levi Sturgeon, and (4) Heather Witt, Welcoming America Commission; as well as (5) Tylan Smith, Public Safety & Community Relations Board; and (6) Mark Adams, Historic Preservation Commission.

Public Hearings

The following item was presented:

Item 6.A. Public Hearing on the Program Year 2024 Community Development Block Grant (CDBG) Annual Action Plan, as requested by the Economic & Community Development Department.

Mayor Mwilambwe opened the Public Hearing at 6:19 P.M.

William Bessler, Grants Manager, presented the 2024 Community Development Block Grant ("CDBG") Annual Action Plan with a description of the program and funding process. He provided an overview of the 2020-2024 Consolidated Plan Goals, specifically highlighting the 2024 Program Year's annual goals and funding. He went on to discuss the anticipated projects to be funded for a total community investment of \$800,296. Mr. Bessler presented the estimated grant revenues including Illinois Department of Housing & Urban Development's ("HUD") estimated annual allocation (\$ 554,724), revenue from programs (\$49,320), and funds from prior year resources (\$196,252). He then explained the next steps to approve the Annual Action Plan and how to make public comments.

Mayor Mwilambwe opened the floor for public testimony; no one came forward. He then confirmed with Amanda Stutsman, Deputy City Clerk, no one had registered to testify.

Mayor Mwilambwe then opened the floor for Council discussion.

Council Member Ward and Mr. Bessler discussed how single-family homes were eligible for the demolition allotment. He noted that it was a City-wide program and that applicants had to meet specific eligibility requirements. They then discussed next steps for reviewing and approving the next Consolidated Plan.

Council Member Kearns and Mr. Bessler discussed various ways the community could comment. She then asked the number of comments received last year and he shared that they typically receive one or two comments annually.

Mayor Mwilambwe closed the Public Hearing at 6:30 P.M.

The following item was presented:

Item 6.B. Public Hearing on the Community Development Block Grant (CDBG) Citizen Participation Plan, as requested by the Economic & Community Development Department.

Mayor Mwilambwe opened the Public Hearing at 6:30 P.M.

William Bessler, Grants Manager, explained that revising the Community Development Block Grant ("CDBG") Citizen Participation Plan was the next step in approving the next Consolidated Plan. He discussed the collaboration between the City, McLean County, and the Town of Normal. He provided a summary of key revisions and then welcomed public comments to be submitted by February 24, 2024.

Mayor Mwilambwe opened the floor for public testimony; no one came forward. He then confirmed with Amanda Stutsman, Deputy City Clerk, no one had registered to testify.

Mayor Mwilambwe then opened the floor for Council discussion.

Council Member Kearns and Mr. Bessler discussed various public outreach activities and she made suggestions on ways to encourage public engagement via the City's website.

Council Member Ward asked if public engagement differed for the Citizen Participation Plan or Community Health Needs Assessment. He stated they were similar.

Council Member Boelen commented on the strong community outreach efforts from the current Consolidated Plan.

Mayor Mwilambwe closed the Public Hearing at 6:38 P.M.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. Lola Greaten emailed public comment. Max Danosky and Scott Stimeling spoke in-person.

Consent Agenda

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

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

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

Item 8.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$9,501,281, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action on Approving a Change Order in the Amount of \$5,925 for the Den Roof Project, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Change Order be approved.)

Item 8.D. Consideration and Action on Approving a Change Order to Purchase Order Number #20240063 for the Fiscal Year 2024 Utility Maintenance Contract with George Gildner Inc., in the Amount of \$500,000, as requested by the Water Department. (Recommended Motion: The proposed Change Order be approved.)

Item 8.E. Consideration and Action on Approving the Purchase of Network Access Layer Switch Hardware from Sentinel Technologies for Replacement of Aging Devices, in the Amount of \$222,129, as requested by the Information Technology Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.F. Consideration and Action to Approve Expanding the Automatic License Plate Reader (ALPR) Program to Work in Conjunction with the Public Safety Camera System (PSCS) through the Purchase of 10 Additional Flock, Inc. Licenses, an Additional Portable ALPR Camera, and OS Platform Software, in the Amount of \$67,400, as requested by the Police Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.G. Consideration and Action on Approving an Agreement with Brightly Software Inc., to provide implementation and hosting services for Asset Essentials and Energy Manager Solutions for a Total Amount of \$241,810.31 for the Initial Setup, Implementation, and Annual Subscriptions through FY 2027, as requested by the Information Technology Department, and the Department of Operations & Engineering Services. (Recommended Motion: The proposed Agreement be approved.)

Item 8.H. Consideration and Action on a Resolution Authorizing the Operation of Non-Highway Vehicles on Designated Streets during Designated Events, as requested by the Legal Department. (Recommended Motion: The Resolution be approved.)

RESOLUTION NO 2024 - 006

A RESOLUTION AUTHORIZING THE OPERATIONS OF NON-HIGHWAY VEHICLES ON DESIGNATED STREETS DURING DESIGNATED EVENTS

Item 8.I. Consideration and Action on (1) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2024 in the Amount of \$311,168; and (2) Consideration and Action on Approving an Agreement with TNT Golf Car and Motorsports, for 64 Golf Carts for The Den at Fox Creek, in the Amount of \$311,168 (Bid #2024-27), as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Ordinance and Agreement be approved.)

ORDINANCE NO 2024 - 004

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following item was presented:

Item 9.A. Consideration and Action on a Resolution Approving the Fiscal Year 2025 John M. Scott Health Care Trust Category II Grant Awards and Programmatic Agreements, in the Amount of \$463,638.91, as requested by the Economic & Community Development Department.

Deputy City Manager, Jeff Jurgens, reminded Council and the Community that Council were also the Trustees of the John M. Scott ("JMS") Health Care Trust. Mr. Bessler recognized various staff, community members, and Commission Members for their work with JMS Trust.

Kyana Wilkinson, JMS Trust Commission Chair, presented the JMS Health Care Trust Category II Grant recommendations beginning with the Fiscal Year 2025 Category II Funding Process. She noted the Commission received three applications for Category II - Capital with a total request of \$169,345 and 20 applications for Category II - Programming with a total request of \$ 1,067,021.85. Ms. Wilkinson then discussed how the funding would assist in meeting the community's needs by serving underprivileged community members creating more equity withing the community.

Council Member Ward and Mr. Bessler discussed the Promise Council's Student Health Care Grant and how it assisted students needing health care.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

RESOLUTION NO 2024 - 007

A RESOLUTION APPROVING THE FISCAL YEAR 2025 JOHN M. SCOTT HEALTH CARE TRUST CATEGORY II GRANT AWARDS AND PROGRAMMATIC AGREEMENTS, IN THE AMOUNT OF \$463,638.91

The following item was presented:

Item 9.B. Presentation of the FY2025 Budget Preview, as requested by the Finance Department.

Deputy City Manager Jurgens recognized the Finance Department for their collaboration with all departments to address the diverse needs of the City.

Scott Rathbun, Finance Director, presented the first of five budget presentations. He stated that the proposed budget emphasized public safety, roads, dependable infrastructure, clean water, and public well-being. He provided a brief overview of the budget preparation steps and the mindset of not asking for more than needed to continue to be good stewards of taxpayer dollars. Mr. Rathbun then discussed budget highlights, variances between FY 2024 and FY 2025 budgets, and provided reasonings for increases. He then presented the FY 2025 Budget by fund, highlighting key increases and decreases. Mr. Rathbun presented the major tax revenues as well as Citywide revenues and expenses of the FY 2025 budget noting the variances between FY 2024 and FY 2025. He presented an overview of capital projects noting that department heads would discuss all capital projects in more detail at the upcoming Committee of the Whole meeting. He concluded his presentation with a list of remaining steps to adopt the FY 2025 Budget.

Council Member Boelen and Mr. Rathbun discussed how local Motor Fuel Tax funded asphalt and concrete projects as compared to State Motor Fuel Tax and then discussed how the City was subsidizing additional funding for asphalt and concrete projects. She noted the Fox Creek and Hamilton capital project had been in the budget for several years.

Council Member Crumpler recognized the challenge of prioritizing annual funding requests and asked if any departments had worked towards a leaner budget. Deputy City Manager Jurgens explained staff were preparing to initialize lean initiatives and that some departments had already reduced their original asks. Mr. Rathbun and Deputy City Manager, Billy Tyus, further discussed the very thorough vetting process.

Council Member Montney expressed that she found it helpful to review carryover projects, as well as miles paved in addition to the cost.

Council Member Ward and Mr. Rathbun discussed the percentage of the budget dedicated to public safety, streets, and sewers.

City Manager's Discussion

Deputy City Manager Jurgens shared a video highlighting upcoming events.

Mayor's Discussion

Mayor Mwilambwe had no comments.

Council Member's Discussion

Council Member Crumpler commended staff for a recent sign repair in Ward 9.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

Motion carried (viva voce).

The meeting adjourned at 7:36 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$5,421,173.60, 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 \$5,421,173.60 (Payroll total \$3,060,968.44, Accounts Payable total \$2,309,499.63, and Bank Transfers total \$50,705.53.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Stacey Moews,

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
2/23/2024	\$ 2,465,915.55	\$ 594,191.13	\$ 3,060,106.68
			\$ -

Off Cycle Adjustments	\$ 701.99	\$ 159.77	\$ 861.76
PAYROLL TOTAL			\$ 3,060,968.44

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
3/11/2024	AP General	\$ 1,817,627.11
3/11/2024	AP JMScott	\$ -
3/11/2024	AP Comm Devel	\$ 23,094.77
3/11/2024	AP IHDA	\$ -
3/11/2024	AP Library	\$ 70,479.39
3/11/2024	AP MFT	\$ -
02/22/2024-03/05/2024	Out of Cycle AP	\$ 398,298.36
02/02/2024-02/21/2024	AP Bank Transfers	\$ 50,705.53
AP TOTAL		\$ 2,360,205.16

PCARDS

Date Range

PCARD TOTAL	\$0.00
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GRAND TOTAL	\$ 5,421,173.60
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Appointments be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

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

Cultural Commission: Crystal Bricker's appointment is effective immediately, with an expiration date of 04-30-25.

Japanese Sister City: Justin Tirone's appointment is effective immediately, with an expiration date of 04-30-27.

Applications are on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 2B Cultural Commission Roster](#)

[ADM 2C Japanese Sister City Roster](#)

Cultural Commission Roster:

	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Cultural Commission	Staff Liaison	Anthony	Nelson				false
Hold Over	Cultural Commission	Commissioner	Angelique	Racki	4/30/2023	3/27/2017	2016	true
Active	Cultural Commission	Chair	Melissa	Libert	4/30/2024	4/12/2021	2018	true
Active	Cultural Commission	Commissioner	Tracy	Koch	4/30/2024	2/27/2023	2023	true
Active	Cultural Commission	Commissioner	Faisal	Rashid	4/30/2024	2/27/2023	2023	true
Active	Cultural Commission	Commissioner	Jeffrey	Pitzer	4/30/2025	8/28/2023	2019	true
Active	Cultural Commission	Commissioner	Shweta	Shukla	4/30/2025	8/28/2023	2020	true
Vacant	Cultural Commission				4/30/2025			
Vacant	Cultural Commission				4/30/2025			
Vacant	Cultural Commission	Commissioner			4/30/2025			
Active	Cultural Commission	Commissioner	Cindy	Termuende	4/30/2026	5/22/2023	2023	true
Active	Cultural Commission	Commissioner	Dallas	Long	4/30/2026	8/28/2023	2023	true

Japanese Sister City Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Japanese Sister City Committee	Chair	Jeff	Kroesch				false
Hold Over	Japanese Sister City Committee	Committee Member	Kyle	Silver	4/30/2023	3/27/2017	2016	true
Vacant	Japanese Sister City Committee				4/30/2023			true
Vacant	Japanese Sister City Committee				4/30/2023			true
Active	Japanese Sister City Committee	Committee Member	Dawn	McBride	4/30/2024	4/26/2021	2018	true
Active	Japanese Sister City Committee	Committee Member	Steven	Campbell	4/30/2024	4/26/2021	2021	true
Vacant	Japanese Sister City Committee				4/30/2024			true
Active	Japanese Sister City Committee	Committee Member	Bennett	Morris	4/30/2025	2/27/2023	2023	true
Active	Japanese Sister City Committee	Committee Member	Katherine	Scheck	4/30/2025	2/27/2023	2023	true
Active	Japanese Sister City Committee	Committee Member	Sarah	Adelman	10/9/2025		2023	true
Active	Japanese Sister City Committee	Committee Member	Brenda	Guest	4/30/2026	5/22/2023	2018	true



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Three-Year Agreement Between the City of Bloomington and Environmental Systems Research Institute, Inc. (ESRI), for Software Licensing and Related Services for the City's Geographic Information System (GIS), in the Amount of \$175,500, as requested by the Information Technology Department and the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works and Information Technology are recommending approval of a Small Municipal and County Government Enterprise Agreement (SGEA) between the City of Bloomington and Environmental Systems Research Institute, Inc. (ESRI), in the amount of \$58,500 annually for a three-year period, for the purpose of Software Licensing and Related Services for the City's Geographic Information System (GIS). This Agreement is for unlimited software licensing for the use of ArcGIS software suite. The City makes extensive use of this GIS software for purposes such as creating, maintaining, and analyzing geographic data as well as powering interactive web mapping applications for both City staff and the public. This license agreement also saves the City money by eliminating the need to individually purchase, deploy, and maintain multiple licenses and extensions in exchange for the three-year commitment.

The City has been using ESRI software since 1996 to manage geographic data and create maps. It also integrates with other software applications, including the City's general governmental software, sanitary sewer televising software, and providing access to data for further analysis and planning. Several City departments, including Information Technology, Police, Fire, and Public Works use the GIS editing software daily. The license agreement also includes ArcGIS Online, ESRI's cloud-based GIS. Other City departments, including Parks & Recreation, and Cultural Arts are regular ArcGIS Online Users. Several of the interactive maps found on the City's website run in ArcGIS Online. The City utilizes the web components of the software to provide access to GIS information for all City employees and the public.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into a three-year agreement with ESRI, in the amount of \$175,500. This agreement is for \$58,500 annually for three years, not to

exceed \$175,500 beginning in FY 2024. Funds for the Enterprise License Agreement for GIS Services with ESRI are included in the Information Technology-Repair/Maintenance Office Computer account (10011610-70530). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview 8 General Fund" on page 169. FY 2025 and FY 2026 will be paid from the Information Technology-Repair/Maintenance Office & Computer account (10011610-70530) and will be included in these budgets by the Information Technology Department.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Megan Horath, Administrative Assistant

ATTACHMENTS:

[IT 1B Quote](#)



February 20, 2024

Glen Wetterow
City of Bloomington
115 E Washington St Ste 301
Bloomington, IL 61701-4037

Dear Glen,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SG-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Joe Araiza



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: [REDACTED] CAGE Code: [REDACTED]

Quotation # [REDACTED]

Date: February 20, 2024

Customer # [REDACTED] **Contract #** [REDACTED]

City of Bloomington
 Information Technology
 115 E Washington St Ste 301
 Bloomington, IL 61701-4037

ATTENTION: Glen Wetterow
 PHONE:
 EMAIL: gwetterow@cityblm.org

*To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 7/31/2023 To: 5/20/2024*

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$58,500.00	\$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	\$58,500.00	\$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	\$58,500.00	\$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$175,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$175,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Joe Araiza	Email: jaraiza@esri.com	Phone: 312-609-0966 x5383
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # [REDACTED]

Date: February 20, 2024

Customer # [REDACTED] Contract # [REDACTED]

City of Bloomington
Information Technology
115 E Washington St Ste 301
Bloomington, IL 61701-4037

ATTENTION: Glen Wetterow
PHONE:
EMAIL: gwetterow@cityblm.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: [REDACTED] CAGE Code: [REDACTED]

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/31/2023 To: 5/20/2024

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Joe Araiza	Email: jaraiza@esri.com	Phone: 312-609-0966 x5383
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Location Sharing User Type Extension (Enterprise)
50 ArcGIS Location Sharing User Type Extension (Online)
12 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Agreement with Carahsoft Technology Corp. for the Utilization of eCivis Software for Grant Management within the City of Bloomington, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City of Bloomington has consistently sought grants as a means of funding various projects and initiatives crucial to the well-being and development of our community. In recent years, the City has been more aggressive in seeking grants, necessitating the need for a more streamlined and efficient approach to grant management. Effective grant management is essential not only for maximizing the utilization of available funds but, also for ensuring compliance with the stringent regulations and reporting requirements imposed by grantors. Manual processes and disparate systems can result in inefficiencies, errors, and missed opportunities.

Recognizing these challenges and the need for a comprehensive solution, City staff undertook market research of available grant management software solutions. After careful consideration and consultation with relevant stakeholders, including department heads and grant administrators, the eCivis grant management software has emerged as the most suitable option to address our evolving needs.

eCivis offers a robust and user-friendly platform designed specifically to streamline the entire grant lifecycle, from pre-award planning and application submission to post-award management and reporting. Its features include centralized grant tracking, automated workflows, real-time compliance monitoring, and customizable reporting capabilities. By implementing eCivis, the City aims to enhance transparency, accountability, and efficiency in managing grants, ultimately enabling us to leverage these valuable resources more effectively to advance our community's priorities. Furthermore, the adoption of eCivis aligns with the City's commitment to leveraging technology to improve service delivery and operational effectiveness. By investing in a dedicated grant management solution, we demonstrate our dedication to prudent fiscal stewardship and proactive governance, positioning the City for sustained success in securing and managing grants now and in the future. Finally, eCivis has a tool that will allow City staff to search for both public and private grant opportunities. This will allow the City to seek, where available, alternative

financing for some City initiatives. This purchase is being made pursuant to the Federal GSA joint purchasing contract # MAS 8F: 47QSWA18D008F, exp. 8/21/2028.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Carahsoft Technology Corp. in the amount of \$84,435. The cost breakdown for FY 2024 is an initial setup fee of \$8,775 plus the annual subscription fee for the eCivis software of \$24,000 which totals \$32,775 in year one, with a 5% increase on the annual subscription fee in year 2 (\$25,200) and another 5% increase in year 3 (\$26,460). This will be paid from the Information Technology-Other Repair/Maintenance Office & Computer Equipment account (10011610-70530). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 169. If approved, the Information Technology Department will include the FY 2025 & FY 2026 amounts in future budgets.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Jeff Jurgens, Deputy City Manager

ATTACHMENTS:

[ADM 4B Quote](#)

GOVERNMENT - PRICE QUOTATION

CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | ECIVIS@CARASOFT.COM

TO: Tim Gleason
 City Manager
 City of Bloomington, IL
 109 E. Olive St.
 Bloomington, IL 61701 USA

FROM: Garrett Smith
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: tgleason@cityblm.org

EMAIL: Garrett.Smith@carahsoft.com

PHONE: (309) 434-2210

PHONE: (571) 662-3062

FAX: (703) 871-8505

TERMS: GSA Schedule No: [REDACTED]
 Term: August 22, 2018 - August 21, 2028
 FTIN: [REDACTED]
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: [REDACTED]
 DUNS No: [REDACTED]
 UEI: [REDACTED]
 Business Size: Other than Small
 Sales Tax May Apply

QUOTE NO: [REDACTED]
QUOTE DATE: 02/22/2024
QUOTE EXPIRES: 03/31/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$32,775.00

TOTAL QUOTE: \$32,775.00

LINE NO.	PART NO.	DESCRIPTION	GSA PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
NON-RECURRING FEE(S)						
1	EC-PM-1-2	eCivis - Implementation Services - Hourly Grantee Implementation Services eCivis, Inc. - EC-PM-1	\$248.75	\$243.75	OM 36	\$8,775.00
NON-RECURRING FEE(S) SUBTOTAL:						\$8,775.00
RECURRING ANNUAL FEE(S)						
2	PRE-U50M-1-611	Grants Network Grantee Pre-Award - Under \$50 Million - Annual GTY Holdings Inc. - PRE-U50M-1	\$9,476.07	\$9,476.07	GSA 1	\$9,476.07
3	PRES-U50M-1-611	Grants Network Grantee Pre-Award - State Research - Under \$50 Million - Annual GTY Holdings Inc. - PRES-U50M-1	\$4,987.41	\$4,987.41	GSA 1	\$4,987.41
4	POST-U50M-1-611	Grants Network Grantee Post-Award - Under \$50 Million - Annual GTY Holdings Inc. - POST-U50M-1	\$14,463.48	\$9,536.52	GSA 1	\$9,536.52
5	GN-USR-1-611	Grants Network - Users - Per User, Annual Unlimited User GTY Holdings Inc. - GN-USR-1	\$249.37	NSP	GSA 1	NSP
RECURRING ANNUAL FEE(S) SUBTOTAL:						\$24,000.00
SUBTOTAL:						\$32,775.00
TOTAL PRICE:						\$32,775.00
TOTAL QUOTE:						\$32,775.00



CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARASOFT.COM | ECIVIS@CARASOFT.COM

LINE NO.	PART NO.	DESCRIPTION	GSA PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
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Please reference GSA Contract # on the PO
GSA MAS 8F: [REDACTED]

Pricing Notes:

Pricing valid through: March, 31st, 2024

- eCivis annual subscription is based on a 3 year term
- eCivis apply a 5% increase beginning in year 2
- Above pricing in US dollars.
- Applicable Taxes Extra.
- Pricing is not applicable in response to a formal RFP Process.

Terms of Payment:

Software:

"100% upon Contract Effective Date (Net 30)
"Year 2 due 365 days from Contract Effective Date and annually thereafter

Professional Services:

"100% upon Contract Effective Date (Net 30)

Please include the following on your PO:

- PO made out to Carahsoft with our current address (11493 Sunset Hills Road, Suite 100. Reston, VA 20190)
- Payment terms: Net30
- Ship to and bill to address listed

Tim Gleason, City Manager

Date Signed



City of Bloomington, IL Grants Management System

Statement of Work February 20, 2024

~~This information is confidential.~~ Use of this information is strictly for the development and submission of a Statement of Work (SOW) by eCivis, Inc.





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1.0 PURPOSE

This Statement of Work (SOW) ensures expectations are documented and understood by all entities engaged in this project. The following sections include: project overview, responsibilities and assumptions, software-as-a-service/commercial-off-the-shelf, project scope, tasks to be accomplished/functions to be performed, products and services, out of scope for this project, eCivis responsibilities, eCivis project management contacts, project schedule and key milestones, and cost assumptions.

2.0 PROJECT OVERVIEW

To meet the goals of the City of Bloomington (Bloomington), eCivis will rapidly deploy eCivis cloud-hosted, Commercial-off-the-shelf (COTS) Software-as-a-Service (SaaS) full lifecycle grants management system. eCivis will implement its proprietary grants management systems configured for BLOOMINGTON authorized internal users to administer the grants management process and provide BLOOMINGTON with direct management, accountability and oversight of federal funds in compliance with 2 CFR 200. eCivis will also include services for its solution with all relevant systems without impact to existing processes, developing, and providing appropriate comprehensive training of personnel, and all other applicable implementation and support services.

3.0 BLOOMINGTON RESPONSIBILITIES AND ASSUMPTIONS

The projected deployment date and project implementation start date will be determined after a contract is executed after which BLOOMINGTON can commit to the implementation schedule and the following responsibilities and assumptions:

1. BLOOMINGTON shall provide a designated single point of contact for the duration of planning and implementation engagement.
2. BLOOMINGTON shall engage in bi-weekly status meetings with eCivis to go over current progress, issues, resolutions, and other agenda.
3. BLOOMINGTON shall provide all required data calls by the dates agreed upon in the project plan



Staffing

ROLE	RESPONSIBILITY	NAME, Title	Contact Information Mailing Address Email Telephone
GMS IMPLEMENTATION TEAM			
eCivis Project Manager	Responsible for planning, executing, monitoring, controlling, and closing the project. Responsible for the day-to-day management, coordination, planning, problem solving, and implementation of requirements to achieve task completion as presented in the Integrated Project Plan. Accountable for the project scope, project team, resources, and success of the project.		
eCivis Solution Architect	SME on GMS System, Responsible for System Configuration.		
eCivis Trainer	Responsible training, coordinating the training schedule, providing training materials.		
BLOOMINGTON Grants Team Lead	Primary decision maker and contact for business requirements and deployment planning		
BLOOMINGTON Grants Team SME	Review and approve business and systems configuration requirements		
BLOOMINGTON PMO Project Manager	Co-responsibility for the Integrated GMS Project Plan and Reporting. Maintain SharePoint project page. Track and report budget status.		
SUPPORT POST-IMPLEMENTATION TEAM			
eCivis Executive Sponsor	Responsible for ensuring that the project's goals are aligned with the needs of the customer. Champions the project by gathering support, communicating		



ROLE	RESPONSIBILITY	NAME, Title	Contact Information Mailing Address Email Telephone
	goals, and overcoming resistance. Provide ongoing direction to the project team during a project's lifecycle.		
eCivis Sr. Customer Success Manager	Responsible for the ongoing user support and adoption of GMS.		
eCivis Customer Support Lead	Provide technical support to GMS users.		
BLOOMINGTON Technical Support Manager	IT infrastructure support		
BLOOMINGTON Help Desk	Support GMS trouble management processes and application performance reporting.		

4.0 SOFTWARE-AS-A-SERVICE / COMMERCIAL-OFF-THE-SHELF

eCivis is a cloud-hosted, Commercial-off-the-shelf (COTS) SaaS grants management platform. The system is compatible with any hardware device that provides Internet access via a modern web browser and requires minimal internal IT support beyond the initial implementation.

eCivis is specifically built for managing the full grants management lifecycle and will standardize and streamline processes so that BLOOMINGTON staff can save time, increase transparency, reduce redundancies, data entry, mitigate compliance risk, and improve organizational collaboration and knowledge.

eCivis provides ongoing innovation with continual updates, leading to:

- Consistently updated software features and functions.
- Improved data sharing with systems



- Uniform Grant Guidance training, indirect cost support and fund maximization, and access to additional learning resources
- Improved internal control and regulatory requirements compliance

5.0 PROJECT SCOPE

This project will implement eCivis' grants management solution for BLOOMINGTON . The solution will be implemented across all applicable agencies and departments performing grant management functions. eCivis' project approach includes a Master Strategic Timeline that will be finalized upon contract execution.

The project approach is conducted in a hybrid waterfall agile phased-gate approach. A phased - gate approach allows for quick added software value, concurrent active phases, and early user adoption while ensuring critical dependencies are completed. The phases outlined below will support the Project Scope from initial Preparation to Full Product Adoption - Go Live. All Project Scope areas will be incorporated within the Strategic Timeline and will be discussed in more depth to address deliverables and descriptions.

eCivis proposes the following Statement of Work (SOW):

1. Preparation
 - a. Pre Kick Off Meeting
 - i. Review Project Plan Components
 - ii. Communicate Master Project TimeLine
 - iii. Provide Data Call forms
 - b. Project Kick Off Meeting
2. Plan and Design
 - a. Data Gathering
3. Configuration
 - a. Grantee Pre/Post-award management
4. User Acceptance Testing
 - a. Review all implementation components built, configured, migrated and imported during the build and configuration stage are delivered and operational.
5. Project Closeout
 - a. Remote training, training manuals and support



6. Go Live

6.0 TASKS TO BE ACCOMPLISHED/FUNCTIONS TO BE PERFORMED

During each phase, work proceeds in several areas and will be performed by both BLOOMINGTON and eCivis.

1.0 Preparation

Task	Deliverable	Description
Preparation: Pre-Kickoff Meeting Tasks	Pre Kickoff Presentation Document Master Project Timeline All data call forms	eCivis and BLOOMINGTON to review master project timeline, scope of work and identify risks. <ul style="list-style-type: none"> • eCivis will email master project timeline to BLOOMINGTON • eCivis will email pertinent eCivis staff contact information to BLOOMINGTON . • eCivis will schedule required meetings with BLOOMINGTON eCivis will provide BLOOMINGTON with the following data call forms which are due back to eCivis by the time agreed upon in the project timeline: <ul style="list-style-type: none"> ○ Add User/Department form (Excel Template) eCivis will record Project Goals and Objectives determined during Pre Kick Off Meeting
Project Kickoff Meeting	Project Kickoff Presentation Document	<ul style="list-style-type: none"> • Assemble Teams (eCivis and BLOOMINGTON resources) • Conduct a formal Project Kick-Off meeting • Review Project Objectives and Master Project Timeline • Record Project Goals and Objectives determined during Kick Off Meeting



2.0 Plan and Design

Task	Deliverable	Description
Department Structure	BLOOMINGTON to provide ALL completed data call forms to eCivis	BLOOMINGTON staff has compiled and completed the following data call forms for eCivis to validate prior to configuration of their Grants Network account: <ul style="list-style-type: none"> User information and Department structure

3.0 Configuration

Task	Deliverable	Description
Configure		<ul style="list-style-type: none"> eCivis will load new users and configure the eCivis system

4.0 User Acceptance Testing

Task	Deliverable	Description
Validate imported data	Readiness Assessment	BLOOMINGTON staff will review and validate all implementation components built, configured, migrated, and imported during the build and configuration stage are delivered and operational.

5.0 Training

Task	Deliverable	Description
User Training	<ul style="list-style-type: none"> Training Manuals, Virtual User Training Communicate ongoing 	eCivis will work with BLOOMINGTON to complete the following initiatives: <ul style="list-style-type: none"> *Provide standard user guides and training resources Provide training for licensed users of Grants Network Ongoing support details



	support details	*BLOOMINGTON will provide and maintain training resources unique to their specific use case and business processes.
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6.0 Go-Live

Task	Deliverable	Description
Go Live	Final Readiness Assessment	Go Live Success and Support Meeting – eCivis will continue to support BLOOMINGTON

7.0 Products and Services

PRODUCT(S):

- Grantee Pre-Post Award

8.0 Out of Scope for this project

- Customizations or enhancements that are not mutually agreed upon by eCivis and BLOOMINGTON in this statement of work.
- Historical award data
- System integrations that are not mutually agreed upon by eCivis and BLOOMINGTON in this statement of work.
- Reporting integration outside of eCivis Grants Network

9.0 eCivis RESPONSIBILITIES

1. eCivis shall provide the following personnel



- Project Manager
 - Customer Success Manager
2. eCivis will provide Master Project Timeline, and software user training resources.
3. eCivis shall provide Service Level Agreement (SLA), which will include:
- 99.9% monthly uptime.
 - Single point of contact made via email or by calling a toll-free support number.
 - Phone and email Technical Support Monday-Friday 8am-5pm ET
 - Access to all patches (patches developed internally by ECivis to address core software issues like security, performance, etc.
 - Access to new versions/upgrades
 - Seamless modifications/enhancements per month

10.0 eCivis PROJECT MANAGEMENT CONTACTS

The eCivis' Project Manager and Customer Success Manager will be determined after contract execution.

11.0 Project Schedule and Key Milestones

Start date for the project will be influenced by the executed, signed contract. A detailed project plan will be developed after the project kick off meeting.

12.0 COST ASSUMPTIONS



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Intergovernmental Agreement with the County of McLean for Booking Fees, in the Amount of \$27,720, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Intergovernmental Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: For several years an Intergovernmental Agreement ("IGA") has been in effect between the City of Bloomington and McLean County Sheriff's Department for detention, mug shots, booking, and fingerprinting. This has proven to be an efficient and cost-effective booking procedure which has reduced the City's liability because incarcerated subjects are rarely kept in our facility. Additionally, the Bloomington Police Department is not accredited to house prisoners.

The term of the agreement is January 1, 2024 - December 31, 2024, and is renewable on a year-to-year basis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The total cost of the agreement for one year is \$27,720 (\$2,310 per month). This cost is budgeted in the Police Department-Other Purchased Services account (10015110-70690). Funds are included in the FY 2024 Adopted Budget and the FY 2025 Proposed Budget to cover the monthly fee. Stakeholders can locate the FY 2024 amount in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 234.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amber Bishler, Office Manager

ATTACHMENTS:

[PD 1B Agreement](#)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN
AND
THE CITY OF BLOOMINGTON**

WHEREAS, under Article 7, Section 10, of the Illinois Constitution of 1970, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington is a home rule municipality under Article 7, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, in addition to the constitutional allowance for intergovernmental cooperation, the General Assembly has codified the ability of local units of government to enter into agreements to exercise authority in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.);

WHEREAS, the City of Bloomington (CITY) has requested the County of McLean (COUNTY) to provide booking services; and

WHEREAS, the County of McLean has booking facilities at the McLean County Detention Facility (MCDF).

NOW THEREFORE, the County of McLean and the City of Bloomington enter into an intergovernmental agreement with the following terms to make the booking facilities available to the City of Bloomington:

- 1 The COUNTY will perform booking services for the CITY, which services shall include but not be limited to the following: completing all booking forms, fingerprinting, taking mug shots, bonding, releasing and transferring persons in custody.
- 2 The City of Bloomington Police Department shall deliver any individuals taken into custody to the MCDF for booking. The CITY may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The CITY will complete the necessary paperwork for each person delivered for booking. The COUNTY will not accept any individuals needing or asking for medical care. The CITY will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The CITY shall have no responsibility for any individuals once they have been transferred to the COUNTY for booking, beyond that which may be required by statute.
- 3 The COUNTY shall have full responsibility for all individuals delivered for booking by the CITY. This responsibility shall include the cost of any medical care administered during the booking process.
- 4 The COUNTY will indemnify and hold the CITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the COUNTY, its employees and/or agents during

the course of booking any individual for the CITY pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

- 5 The CITY will indemnify and hold harmless the COUNTY from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the CITY, its employees or agents prior to transferring an individual to the COUNTY for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
- 6 The CITY will pay the COUNTY at an annual rate of Twenty-Seven Thousand Seven Hundred and Twenty Dollars and no Cents (\$27,720.00) per year for booking services. The CITY will pay this fee regardless of whether it uses the COUNTY's booking services during any particular month and regardless of the number of individuals it delivers to the COUNTY for booking.
- 7 Total amount due herein shall be paid in twelve (12) equal monthly payments of Two Thousand Three Hundred and Ten Dollars and no Cents (\$2,310.00) at the first of each month.
- 8 The COUNTY may terminate this agreement at any time when payments required hereunder have not been paid. The COUNTY is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement accordingly the CITY may not terminate this agreement without giving the COUNTY six (6) months' notice of its intent to terminate.
- 9 This agreement shall be in effect from January 1, 2024, through December 31, 2024. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
- 10 All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Bloomington Police Department shall be sent to:

Jamal Simington, Chief of Police
Bloomington Police Department
305 S. East
Bloomington, IL. 61701

Notices to County of McLean shall be sent to:

Hadley Welsch, Chief Deputy
McLean County Sheriff's Department 104 West Front Street
P.O. Box 2400
Bloomington, IL. 61702-2400

With Copies to:

County Administrator
115 E. Washington Street, Rm.401
Bloomington, IL 61701

- 11 Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
- 12 This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
- 13 The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
- 14 The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
- 15 In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 16 This Agreement may not be assigned by either party without the prior written consent of the other party.
- 17 This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.
- 18 This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED

Mboka Mwilambwe, Mayor, City of Bloomington

Date

Jamal Simington, Chief of Police, City of Bloomington

Date

ATTEST:

Leslie Yocum, City Clerk, City of Bloomington

Date

APPROVED:

Catherine Metsker, Chairperson, Mclean County Board

Date

Matt Lane, Sheriff of Mclean County

Date

ATTEST:

Kathy Michael, Clerk of the County Board of
McLean County, IL

Date



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing the Filing of an Amendment to the Community Development Block Grant (CDBG) Citizen Participation Plan, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

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: The U.S. Department of Housing and Urban Development ("HUD") provides annual funding to eligible local municipalities, counties, and states, known as Entitlement Communities, through the Community Development Block Grant ("CDBG"). 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.

The City, as an Entitlement Community for CDBG funds, is required by law to adopt a detailed Citizen Participation Plan ("CPP") that contains the policies and procedures for stakeholder consultation and public engagement in the development of the five-year Consolidated Plan, Annual Action Plans, and the annual Consolidated Annual Performance Evaluation Report. Regulations for citizen participation can be found at 24 CFR 91.105. The City of Bloomington and the Town of Normal ("Town") are both entitlement communities for CDBG funding and collaborate to create a CPP for both communities in partnership with the McLean County Regional Planning Commission.

Currently, the City and the Town operate based on a CPP that was implemented in 2018 and amended in 2020. Development of the 2025-2029 CDBG Consolidated Plan began last year, and it was determined by the 2025-2029 Consolidated Plan steering committee that a review of the CPP would be beneficial. Both the City and the Town worked with stakeholders to revise the CPP with the goal of having a new CPP operational by the beginning of the public engagement period for the 2025 -2029 Consolidated Plan. A summary of updates made to the CPP is listed below. Additional changes were made to increase clarity and improve the format of the document.

- Applicable Federal regulation citations were added to sections of the plan for the public to easily see regulatory requirements.
- Increase in the number of days for a public hearing notice from 14 calendar days to 15 calendar days.
- Addition of language regarding virtual public hearings if unforeseen and unpreventable events render in-person public gatherings impossible or inadvisable, such as a natural disaster or public health emergency.
- Disaster response and recovery language was added in the event CDBG funds become available for that purpose.
- Addition of language for responding to HUD waivers that may impact the CPP.

A public hearing on the revision to the CPP was held on February 12, 2024, during the regularly scheduled City Council meeting. Public comment was accepted from January 23, 2024, to February 24, 2024. The Resolution in this agenda item authorizes the filing of the CPP amendment with HUD. This plan does require HUD approval and may be subject to changes requested by HUD.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Several stakeholders were consulted during the revision of the Citizen Participation Plan. Consulted organizations include the McLean County Regional Planning Commission, the Town of Normal, the Housing Authority of the City of Bloomington, and the U.S. Department of Housing and Urban Development.

A public notice was published in *The Pantagraph* on January 4, 2024, providing formal notice of the public hearing and availability of the plan for review starting on January 23, 2024. The notice was also published in the PATH-O-GRAM, the City’s website, and on social media. Additionally, the notice was provided to community stakeholder groups and email lists. A public hearing on the revision to the CPP was held on February 12, 2024, during the regularly scheduled City Council meeting. Written comments were accepted outside of the public hearing until February 24, 2024.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal 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 H2.3 (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 Resolution](#)

[E&CD 1B CDBG Citizen Participation Plan Amendment](#)

RESOLUTION NO. 2024 - _____

A RESOLUTION AUTHORIZING THE FILING OF AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CITIZEN PARTICIPATION PLAN

WHEREAS, it is necessary and in the public interest that the City of Bloomington, otherwise known as the Local Public Agency, avail itself of the financial assistance provided by Title I of the Housing and Community Development Act of 1987, to continue a Community Development Program; and

WHEREAS, it is necessary for the Local Public Agency to certify that it will carry out the provisions of the Housing and Community Development Act of 1974, regulations.

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

Section 1. That an amendment to the Citizen Participation Plan is hereby approved.

Section 2. The City Manager and Mayor are hereby authorized and directed to execute and to file such an amendment with the Department of Housing and Urban Development.

Section 3. The Counsel for the Economic & Community Development Department is hereby authorized and directed to file legal certification.

Section 4. The Director of the Economic & Community Development Department is hereby authorized and directed to provide such additional information and to furnish such documents as may be required on behalf of the Department of Housing and Urban Development, and to act as the authorized correspondent of the City of Bloomington.

Section 5. The City Clerk is hereby authorized and directed to certify such documents as needed by the Department of Housing and Urban Development on behalf of the City of Bloomington.

Section 6. 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 7. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 11th day of March 2024.

APPROVED this ____ day of March 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITIZEN PARTICIPATION PLAN

CITY OF BLOOMINGTON AND TOWN OF NORMAL

Background

The US Department of Housing and Urban Development (HUD) provides annual funding to eligible local municipalities, counties, and states, known as Entitlement Communities, through the Community Development Block Grant (CDBG). CDBG is allocated on a formula basis and must be used to provide decent housing, create suitable living environments, and expand economic opportunities, principally to the benefit of low- and moderate-income (LMI) persons. The CDBG program is authorized under Title 1 of the Housing and Community Development Act of 1974, as amended.

Both the City of Bloomington and Town of Normal, herein after referred to as the Entitlement Communities, receive annual funding from HUD through the CDBG program. Entitlement Communities are required by law to adopt a detailed Citizen Participation Plan containing the policies and procedures for stakeholder consultation and public engagement in the development of the five-year Consolidated Plan, Annual Action Plans, and annual Consolidated Annual Performance Evaluation Report (CAPER). To be most effective, citizen participation and consultation must be an ongoing process. To that end, this Citizen Participation Plan outlines opportunities for citizen engagement at all stages of the funding process.

The Regional Housing Advisory Committee of McLean County was established in April 2018 to address housing issues regionally and comprehensively for people of all ages, incomes, and abilities. Under McLean County Regional Planning Commission (MCRPC) leadership, the Entitlement Communities each prepared and submitted to HUD their Consolidated Plans with a regional focus for the 2020-2024 Consolidated Plan periods. This process was successful and will continue for future plans.

Introduction

The Citizen Participation Plan has been developed in accordance with the applicable federal regulation of 24 CFR Part 91.105 Citizen Participation; Local Governments. This plan will be reviewed no less than once during each five-year Consolidated Plan period and amended, as necessary, per the policies and procedures outlined within.

Participation by LMI and other Disadvantaged Persons (24 CFR 91.105(a)(2))

It is the policy of the Entitlement Communities to provide equitable access and encourage meaningful participation from all residents of the community. This includes LMI persons, particularly those living in blighted or higher poverty neighborhoods, and areas where CDBG funds are proposed to be used as outlined in the Consolidated Plan. For the purposes of CDBG funding, a resident is considered low-income if their annual household income equals 50% or less of the Area Median Income (AMI) as defined annually by HUD. A person is considered moderate-income if their annual household income is between 51% and 80% of the AMI. Predominately low-to-moderate income areas are defined as any area where at least 51% of the residents have income equal to or below 80% of the AMI for any given year. The determination of whether an area meets the LMI income definition is made by the Entitlement Community at the time a project of area-wide benefit is funded and based on current data provided by HUD.

CITIZEN PARTICIPATION PLAN

CITY OF BLOOMINGTON AND TOWN OF NORMAL

The Entitlement Communities also actively encourage participation of minorities or people of color, non-English speaking persons, and persons with differing abilities. Actions to encourage participation shall include wide-spread outreach and public engagement efforts, conducting public meetings in targeted neighborhoods, conducting public hearings during convenient hours, offering meetings and hearings in a hybrid or fully virtual format, when appropriate, translation services of notices and other vital communications in languages other than English, providing language assistance as needed, and providing documents in formats accessible to persons with disabilities upon request.

Participation by Relevant Stakeholders (24 CFR 91.105(a)(2))

The Entitlement Communities will actively encourage participation of local and regional institutions in the process of developing the Consolidated Plan. Such organizations include but are not limited to the following: business and civic organizations, housing developers, housing /homeless service providers, health care organizations, philanthropic organizations, and community-based, faith-based, and other nonprofit organizations. In the process of developing the Consolidated Plan, the Entitlement Communities shall also consult with the Central Illinois County Continuum of Care (McLean County hub), Bloomington Housing Authority, broadband internet service providers and organizations involved with narrowing the digital divide; agencies involved with management of flood prone areas, public land and water resources, and emergency management services.

Outreach Techniques

The Entitlement Communities shall implement a range of public engagement and stakeholder consultation methods such as focus groups, key informant interviews, public meetings, public hearings, electronic and paper-based surveys, social media campaigns and other methods to maximize input from residents and stakeholder groups.

Development of the Consolidated Plan/Annual Action Plan (24 CFR 91.105(b))

Prior to adoption of the Consolidated Plan and each subsequent Annual Action Plan, the Entitlement Communities shall make available to residents and stakeholders:

1. The total amount of assistance expected to be received from HUD;
2. The range of activities that may be undertaken with these funds;
3. The estimated amount of funding that will benefit persons of low-to-moderate income;
4. Plans to minimize displacement of persons, including specifying the type and level of assistance that will be made available to any persons displaced; and
5. When and how this information will be made available to the public.

At least 30 calendar days before the Consolidated Plan/Annual Action Plan is submitted to HUD, the Entitlement Community shall publish a summary of the contents of the Consolidated Plan/Annual Action Plan in a local newspaper of general circulation and inform all citizens of the locations where complete copies of the document will be available, including the Entitlement Community's website. A reasonable number of free copies will be made available to citizens and groups that make such a request.

As described in the Public Comment and Hearings section below, each Entitlement Community will conduct at least one public hearing during the development of the Consolidated Plan and each subsequent Annual Action Plan. The Entitlement Communities shall also provide information on how to

CITIZEN PARTICIPATION PLAN

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submit comments and input on the Consolidated Plan/Annual Action Plan. The Entitlement Communities will consider comments or views of residents received in writing or orally at the public hearings when preparing the final Consolidated Plan/Annual Action Plan. A summary of any comments or views, including any comments or views not accepted and the reasons why, shall be included in the final plan.

Consolidated Plan/Annual Action Plan Amendments (24 CFR 91.105(c))

The Entitlement Communities shall amend a Consolidated Plan/Annual Action Plan whenever one of the following decisions have been made:

1. To make a change in its allocation priorities or a change in the method of distribution of funds;
2. To add a new goal or remove a goal previously described in the plan; or
3. To change the purpose, scope, location, or beneficiaries of a project.

Consolidated Plan/Annual Action Plan amendments that do not meet the Substantial Amendment, as defined below, will be updated in paper copies of the Consolidated Plan/Annual Action Plan made available in the locations specified under “Public Access” below and on the website. Additionally, the changes will be described in the CAPER.

Substantial Amendment (24 CFR 91.105(c))

Criteria for which a change would constitute a substantial change, and thereby require formal adoption of an amendment to the Consolidated Plan/Annual Action Plan, would include one or more of the following conditions:

1. Increasing or decreasing funding levels for a given project by \$100,000 or more than the previously adopted amount;
2. Modification of a project to address a different national objective; or
3. Changes in use of funds from one eligible category to another.

This list represents the Entitlement Community’s criteria for determining what constitutes a substantial amendment and, therefore, subject to the Citizen participation process.

Substantial changes shall be advertised in the local newspapers notifying citizens that copies of the changes are available at the Entitlement Community’s office(s) and website for review and comment prior to adoption. A public comment period of not less than 30 calendar days shall be allowed prior to implementation of the substantial amendment, which will align with the process set forth in the Public Comment and Hearing section below. Written comments must be submitted to the staff identified in public notice. The Entitlement Community will consider any comments or views of residents received in writing or orally at the public hearing prior to adoption of the substantial amendment. A summary of comments or views, including any comments or views not accepted and the reasons why, shall be attached to the substantial amendment.

The Entitlement Community will ensure that any amendment to the Consolidated Plan/Annual Action Plan is consistent with its certification to Affirmatively Further Fair Housing and the Analysis of Impediments to Fair Housing.

CITIZEN PARTICIPATION PLAN

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In the event of a presidentially declared disaster, any CDBG funds reallocated to address the disaster will be considered a non-substantial amendment if the reallocation does not exceed 50% of the entitlement community annual allocation for that program year.

Citizen Participation Plan Amendments (24 CFR 91.105(c))

The Citizen Participation Plan shall be reviewed no less than once during each five-year Consolidated Plan Period. The Entitlement communities shall amend the Citizen Participation Plan whenever one of the following changes have been made:

1. Any change to the Consolidated Plan/Annual Action Plan Amendment criteria as outlined above; or
2. A change in the minimum number of days for public notice or public comment period.

This list represents the Entitlement Community's criteria for determining what constitutes a substantial amendment and, therefore, subject to the Citizen participation process.

Substantial changes shall be advertised in the local newspapers notifying citizens that copies of the changes are available at the Entitlement Community's office(s) and website for review and comment prior to adoption. A public comment period of not less than 30 calendar days shall be allowed prior to implementation of the substantial amendment, which will align with the process set forth in the Public Comment and Hearing section below. Written comments must be submitted to the staff identified in public notice. The Entitlement Community will consider any comments or views of residents received in writing or orally at the public hearing prior to adoption of the substantial amendment. A summary of comments or views, including any comments or views not accepted and the reasons why, shall be attached to the substantial amendment.

Citizen Participation Plan amendments that do not meet the Substantial Amendment threshold will be updated in copies of the Citizen Participation Plan and website. Additionally, the changes will be described in the CAPER.

Performance Reports (24 CFR 91.105(d))

Each Entitlement Community must submit an annual performance report (CAPER) to HUD within 90 calendar days of the end of the program year. The Entitlement Communities shall invite and encourage all citizens and stakeholder organizations to assess and submit comments on all aspects of performance in meeting the Consolidated Plan/Annual Action Plan goals and objectives. The Entitlement Community will provide notice in local newspapers on the opportunity to comment on the report for a period of not less than 15 calendar days prior to its submission to HUD. All comments received in writing or orally will be considered in preparing the final CAPER. A summary of all comments or views shall be submitted as part of the report to HUD. The Entitlement Communities will provide copies of the performance report at the Entitlement Community's office(s) and on the website.

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Reasonable and Timely Notice (24 CFR 91.105(f))

Entitlement Communities must provide residents of the community with reasonable and timely access. Notices of all public hearings shall be widely advertised by placing ads in local newspapers and on the Entitlement Community's website not less than 15 calendar days prior to each public hearing. All notices of public hearings shall indicate the location, date and time of the meeting, and the topics to be considered.

All hearings will be held at times and in locations convenient to beneficiaries and allow for broad participation from all community members. Hearings will be conducted in ADA compliance facilities. Reasonable accommodations will be provided for non-English speaking and physically-, visually, and hearing-impaired individuals, as appropriate. Individuals with impairments shall request accommodations a minimum of 5 business days' notice prior to the public hearing date.

Virtual Public Hearings

In the event of an unforeseen and unpreventable event that renders in-person public gatherings impossible or inadvisable, such as a natural disaster or public health emergency, public hearings may be held as a virtual hearing. Hearing formats may include webinars, webcasts, telecasts, radio, or audio broadcasts, or other virtual communication tools as appropriate for the meeting format. Virtual hearings must provide, at a minimum, an opportunity for citizens to publicly ask questions and for the presenter or public officials to make public response. All questions and responses will be documented, either in written form, such as meeting minutes or chat scripts, or recorded, or as otherwise appropriate for the meeting format. Virtual public hearings will be publicly noticed, and in the event the traditional noticing tools are unavailable or will not effectively reach the public, alternative public noticing efforts will be made and documented.

Disaster Response and Recovery

HUD CPD Notice 17-06: Using CPD funds for Disaster Response and Recovery directs entitlement communities to be prepared to respond quickly to a disaster by ensuring that the possible use of federal funds for disaster response is included in the Citizen Participation Plan, Consolidated Plan, and Annual Action Plan.

Final Plan Approval

The City of Bloomington and Town of Normal Councils shall approve and adopt the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, and any amendments to these plans prior to submission to HUD for final approval.

Public Access to Records (24 CFR 91.105(h))

Each Entitlement Community shall provide residents, public agencies, and other interested parties with access to the records listed below at any time during normal business hours. Materials shall also be provided in a form accessible to persons with different abilities or limited English proficiency, upon request.

1. Citizen Participation Plan;

CITIZEN PARTICIPATION PLAN

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2. Consolidated Plan/Annual Action Plans, including any substantial amendments;
3. Consolidated Annual Performance Evaluation Report (CAPER); and
4. Analysis of Impediments to Fair Housing.

The above documents will be posted to each municipality's website. Paper copies can be viewed at the following locations:

Bloomington

Economic and Community Development Department, 115 E. Washington St., Bloomington
City Clerk, 115 E. Washington St., Bloomington
Bloomington Public Library, 205 E. Olive St., Bloomington

Normal

Inspections and Planning Department, 1 Uptown Circle, 2nd Floor, Normal
Town Clerk, 11 Uptown Circle, 2nd Floor, Normal
Normal Public Library, 206 W. College Ave, Normal

Records on past usage of CDBG funds will be maintained for the previous five plan years.

Waivers

All of the requirements of this Citizen Participation Plan are subject to change in the event of guidance or waivers from HUD. In the event that HUD issues guidance or waivers that affect citizen participation in the planning process, the Entitlement Communities will attempt to provide as much notice as possible while still complying with the guidance or waiver received from HUD.

Anti-Displacement

For all CDBG projects, the Entitlement Communities will attempt to avoid any citizen or business displacement where feasible. In the event that an Entitlement Community undertakes a project with federal funding that would involve displacement, procedures identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, will be followed.

Technical Assistance (24 CFR 91.105(i))

Reasonable levels of technical assistance shall be provided throughout the Consolidated Plan/Annual Action Plan process. Such access shall include help with any program application process. The provision of funding alone is not considered a reasonable level of technical assistance. Likewise, providing technical assistance does not guarantee assistance.

Complaints (24 CFR 91.105(j))

The applicable Entitlement will provide a timely, substantive written response to every written complaint within 15 business days.



CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on a Resolution Authorizing a Change Order for the Contract Between the City of Bloomington and Williams Architects, Ltd., for the Design of and Engineering Services for O'Neil Park and Pool Improvements, in the Amount Not to Exceed \$50,000, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 4d. Improved neighborhood infrastructure

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

BACKGROUND: On October 12, 2020, Council approved a contract with Williams Architect to provide design of, and engineering services for, the O'Neil Park and Pool improvements. The original completion and opening date of May 27, 2023, has been delayed by 1 year to May 27, 2024, due to circumstances beyond the City's control, supply chain shortages, and unforeseen infrastructure concerns. During this extended time frame, Williams Architect has continued to provide quality and timely service to the City and produced additional work not in the original scope such as advanced landscape and infrastructure protection drawings and specifications. These additional services, not to exceed \$50,000, will be needed to complete the project and ensure Illinois Department of Public Health certifications. This change order is in the best interest of the City to see this project to completion and provide this great amenity to our community and the region.

The project is still projected to come in under budget with funds remaining in contingency. This is a testament to the hard work and dedication of the City team, Williams Architects, PJ Hoerr, and all subcontractors involved in the project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a Change Order for the Contract Between the City of Bloomington and Williams Architects, Ltd. in the amount not to exceed \$50,000 will be processed. The change order will be paid from the Capital Improvement-Architectural & Engineering Services for Capital account (40100100-70051). Although not budgeted, other

Capital Improvement Fund Projects are often delayed or come in under budget. This allows for this important change order to be considered to keep the new O'Neil Park Aquatics Center on target for opening in FY 2025. Stakeholders can locate the Capital Improvement Fund Budget in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" beginning on page 76.

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: Dave Lamb, Assistant Director of Parks & Recreation

ATTACHMENTS:

[P&R 1B Resolution](#)

[P&R 1C Change Order](#)

RESOLUTION NO. 2024 - _____

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND WILLIAMS ARCHITECTS, LTD., FOR THE DESIGN OF AND ENGINEERING SERVICES FOR O'NEIL PARK AND POOL IMPROVEMENTS, IN THE AMOUNT NOT TO EXCEED \$50,000

WHEREAS, the additional services by Williams Architects are required to complete the project; and

WHEREAS, unforeseen delays outside of the City's control have led to a delayed completion and opening date of the Oneil Park and Pool project; and

WHEREAS, the additional costs estimates have been agreed upon by Williams Architects and the City of Bloomington; and

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

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

Section 1. That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to secure the Change Order, and any other necessary documents.

PASSED this 11th day of March 2024.

APPROVED this ____ day of March 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



Legal Department
Procurement Division

March 1, 2024

Williams Architects
Attn: Andrew Caputo
500 Park Boulevard #800
Itasca, IL 60143

RE: Change Order for Purchase Order 20220289
O'Neil Park and Pool Improvements
Request to increase PO to Pay for services for project completion

On October 12, 2020, City Council approved a contract with Williams Architects to provide design of, and engineering services for, the O'Neil Park and Pool Improvements.

The original completion and opening date of May 27, 2023 has been delayed 1 year to May 27, 2024 due to circumstances beyond the City's control, supply chain shortages and unforeseen infrastructure concerns. During this extended time frame, Williams Architects has continued to provide quality and timely service to the City. Additional services are needed now, not to exceed \$50,000.00 from Williams Architects to complete the project and ensure Illinois Department of Public Health certifications.

The \$50,000 in additional funds will be allocated only as needed as follows:

1. Current due Williams Architects \$13,615.36
(\$3582.54 remaining on current PO)
2. Anticipated services to project completion \$25,187.84 including
 - 8 additional visits
 - 2 punch lists
 - 1 final inspection
 - IDPH Consultations
3. Available for unforeseen expenses if needed only \$14,779.34

This change could not have been reasonably anticipated or foreseeable at the time the contract was signed, the change is germane to the original contract as signed, the change is in the best interest of the City of Bloomington and authorized by law.

There are funds available in the Capitol Improvement Fund account (40100100-70051).


Eric Veal
Parks and Recreation Director

3/6/24
Date Signed


Andrew Caputo
Williams Architects

3/6/2024
Date Signed

Tim Gleason
City Manager

Date Signed

109 E. Olive
PO Box 3157
Bloomington, Illinois 61702-3157
Procurement@cityblm.org

Phone: (309) 434-2277
Fax: (309) 434-2316
TTY (309) 829-5115



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving an Ordinance Authorizing a Construction Agreement with Garneau Construction, Inc., for the Tuckpointing & Sealing Project (Re-Bid #2024-28), in the Amount of \$658,399.50, as requested by the Department of Operations & Engineering Services and the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

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

BACKGROUND: If approved, the City will enter into an agreement with Garneau Constructor to tuckpoint and seal the Police Administration, Operations Building (Old City Hall), Facility Maintenance, and Lincoln Leisure Center. Tuckpointing and sealing all four buildings is necessary to keep the buildings structurally sound and resistant to weather, moisture infiltration, and damage caused by the freeze-thaw cycle. This work will also increase the longevity of the buildings, make the interior environment more comfortable, protect the building from rodents and insects, reduce energy costs, and improve exterior aesthetics.

The project was advertised as Re-Bid #2024-28 to solicit competitive bids. Bids were received until 10:00 A.M. on Monday, February 13, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. Garneau Construction was the only local firm and submitted the lowest responsive bid of \$632,329. During the bid evaluation process, staff discovered computation errors in all but the highest bid. Garneau Construction's corrected total bid is \$658,399.50. As this is still the lowest responsive bid, staff recommend waiving the computation errors as minor technicalities and awarding to Garneau Construction. A full bid tabulation which shows the submitted and corrected bids is attached. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The work was advertised in *The Pantagraph* and *OpenGov* on January 29, 2024. A pre-bid meeting was held on January 31, 2024, at 2:00 P.M.

FINANCIAL IMPACT: If approved, the City will enter into a Construction Agreement with Garneau Construction, Inc., in the amount of \$658,399.50. The FY 2024 Budget has \$200,000 for Tuckpointing and Sealing and \$800,000 for City Hall ADA and Life Safety Improvements under the Capital Improvement-Buildings account (40100100-72520). The City Hall ADA and Life Safety Improvement has been delayed and only a small portion of these funds is needed in FY 2024 to move forward with design. The remaining budget funds will be used for this Tuckpointing & Sealing project. Stakeholders can locate these projects in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 77, 79, 227, 242, 243, 251, 252, 253 and 254.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition)

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:

[DOES 1B Ordinance](#)
[DOES 1C Agreement](#)
[DOES 1D Bid Tab](#)

ORDINANCE NO. 2024-_____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND GARNEAU CONSTRUCTION, INC., FOR THE TUCKPOINTING & SEALING PROJECT (REBID #2024-28), IN THE AMOUNT OF \$658,399.50

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 GARNEAU CONSTRUCTION, INC. (CONTRACTOR), be approved for the Tuckpointing & Sealing (PROJECT) in the amount of \$658,399.50; and

WHEREAS, PROJECT consists of work necessary to improve and better utilize existing City office space and avoid construction of new facilities or purchase new property and contains a contingency line item; 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 11th day of March 2024.

APPROVED this ____ day of March 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON AGREEMENT WITH
GARNEAU CONSTRUCTION, INC.
FOR
TUCKPOINTING & SEALING**

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

Tuckpointing & Sealing (ReBid 2024-28) (hereinafter "REQUEST").

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

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

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

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

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

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

by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.

- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

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

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding

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

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

If to VENDOR:

Garneau Construction, Inc.
Attn: EJ Garneau
P.O. Box 877
Normal, IL 61761
ej@garneauconstruction.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

GARNEAU CONSTRUCTION, INC.



Its Owner

By: 
Its Office Mgr.

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

OVERVIEW

The City of Bloomington proposes to contract exterior tuckpointing and sealing at the following City buildings.

Police Department - 305 S. East Street

Old City Hall - 109 E. Olive Street

Facility Maintenance - 301 E. Jackson Street

Lincoln Leisure Center - 1206 S. Lee Street

The work includes tuckpointing, sealing, concrete repair, facade replacement, painting and other exterior building improvements as shown in the project plans and specifications.

Completion Date: All work under this contract shall have a completion date of no later than **December 31, 2024**.

Other terms and conditions as outlined in the Procurement Documents.

EXHIBIT B
COSTS/FEES

Tuckpointing & Sealing per Plans and Specifications

Police Department - \$155,600

Contingency - \$15,560

Police Department Total - \$171,160

Old City Hall - \$147,075

Contingency - \$14,707.50

Old City Hall Total - \$161,782.50

Facility Maintenance - \$5,920

Contingency - \$592

Facility Maintenance Total - \$6,512

Lincoln Leisure Center - \$289,950

Contingency - \$28,995

Lincoln Leisure Center Total - \$318,945

Total Bid - \$658,399.50

POLICE ADMINISTRATION - 305 S. EAST ST											
Selected Line Item	Description	Quantity	Unit of Measure	Gameau Construction, Inc.		MR Mason Contractor		Otto Baum Company, Inc.		Western Specialty Contractors	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1 General Conditions	1	LS	\$5,000.00	\$5,000.00	\$22,910.00	\$22,910.00	\$25,660.00	\$25,660.00	\$10,500.00	\$10,500.00
	Grind & Repoint Deteriorated or Cracked Mortar										
X	2 Joints	1000	SF	\$28.00	\$28,000.00	\$17.35	\$17,350.00	\$15.40	\$15,400.00	\$24.00	\$24,000.00
X	3 Removed & Replace Cracked or Spalled Brick	500	EA	\$35.00	\$17,500.00	\$32.10	\$16,050.00	\$31.00	\$15,500.00	\$37.00	\$18,500.00
X	4 Cutout & Reseal Vertical Expansion Joint	800	LF	\$18.00	\$14,400.00	\$10.85	\$8,680.00	\$10.30	\$8,240.00	\$11.00	\$8,800.00
X	5 Cutout & Reseal Horizontal Expansion Joint	1300	LF	\$18.00	\$23,400.00	\$10.85	\$14,105.00	\$10.30	\$13,390.00	\$11.00	\$14,300.00
X	6 Cutout & Reseal Door, Louver & Window	1500	LF	\$18.00	\$27,000.00	\$10.85	\$16,275.00	\$10.30	\$15,450.00	\$11.00	\$16,500.00
X	7 Cutout & Reseal Precast to Brick Joints	100	LF	\$18.00	\$1,800.00	\$10.85	\$1,085.00	\$10.30	\$1,030.00	\$11.00	\$1,100.00
X	8 Install Weeps	100	EA	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$18.00	\$1,800.00	\$7.50	\$750.00
	Clean, Prime & Paint Exposed Steel Lintels & Overhead Door Frames										
X	9 Overhead Door Frames	1	LS	\$12,000.00	\$12,000.00	\$5,200.00	\$5,200.00	\$4,100.00	\$4,100.00	\$5,500.00	\$5,500.00
	Pressure Wash all Exposed Exterior Brick, Concrete Foundations, Precast, Stone Facades & Masonry										
X	10 Foundations, Precast, Stone Facades & Masonry	1	LS	\$12,500.00	\$12,500.00	\$12,565.00	\$12,565.00	\$11,500.00	\$11,500.00	\$6,000.00	\$6,000.00
	Two Saturation Coats of Water Repellent to all Exposed Exterior Brick, Concrete Foundations, Precast, Stone Facades & Masonry										
X	11 Precast, Stone Facades & Masonry	1	LS	\$12,500.00	\$12,500.00	\$21,730.00	\$21,730.00	\$24,135.00	\$24,135.00	\$19,000.00	\$19,000.00
X	12 Contingency (10% of the total of Items 1-11)	1	LS	\$16,060.00	\$16,060.00	\$13,745.00	\$13,745.00	\$13,620.00	\$13,620.00	\$12,535.00	\$12,535.00
	Total				\$171,660.00		\$151,195.00		\$149,825.00		\$137,885.00
	Subtotal w/o Contingency				\$155,600.00		\$137,450.00		\$136,205.00		\$125,350.00
	10% Contingency				\$15,560.00		\$13,745.00		\$13,620.50		\$12,535.00
	Corrected Total				\$171,160.00		\$151,195.00		\$149,825.50		\$137,885.00

OLD CITY HALL - 109 E. OLIVE ST											
Selected Line Item	Description	Quantity	Unit of Measure	Gameau Construction, Inc.		MR Mason Contractor		Otto Baum Company, Inc.		Western Specialty Contractors	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1 General Conditions	1	LS	\$5,000.00	\$5,000.00	\$39,600.00	\$39,600.00	\$36,275.00	\$36,275.00	\$11,500.00	\$11,500.00
	Grind & Repoint Deteriorated or Cracked Mortar										
X	2 Joints	500	SF	\$28.00	\$14,000.00	\$18.25	\$9,125.00	\$7.40	\$3,700.00	\$9.75	\$4,875.00
X	3 Repair Damaged Facade	10	SF	\$45.00	\$450.00	\$350.00	\$3,500.00	\$260.00	\$2,600.00	\$365.00	\$3,650.00
X	4 Replace Damaged Stone	800	SF	\$35.00	\$28,000.00	\$140.00	\$112,000.00	\$115.00	\$92,000.00	\$160.00	\$128,000.00
X	5 Repair Concrete Spall	50	SF	\$45.00	\$2,250.00	\$150.00	\$7,500.00	\$138.00	\$6,900.00	\$155.00	\$7,750.00
X	6 Cutout & Reseal Joints	500	LF	\$18.00	\$9,000.00	\$11.40	\$5,700.00	\$10.30	\$5,150.00	\$15.00	\$7,500.00
X	7 Cutout & Reseal Door, Louver & Window	3500	LF	\$18.00	\$63,000.00	\$10.30	\$35,000.00	\$10.30	\$36,050.00	\$10.00	\$35,000.00
X	8 Cutout & Reseal Facade Joints	250	LF	\$18.00	\$4,500.00	\$11.40	\$2,850.00	\$10.30	\$2,575.00	\$11.50	\$2,875.00
X	9 Install Weeps	25	EA	\$15.00	\$375.00	\$20.00	\$500.00	\$18.00	\$450.00	\$7.50	\$187.50
	Clean, Prime & Paint Exposed Steel Lintels & Overhead Door Frames & Vents										
X	10 Overhead Door Frames & Vents	1	LS	\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$7,500.00	\$7,500.00
	Pressure Wash all Exposed Exterior Brick, Concrete Foundations, Precast, Stone Facades & Masonry										
X	11 Foundations, Precast, Stone Facades & Masonry	1	LS	\$8,000.00	\$8,000.00	\$4,880.00	\$4,880.00	\$3,900.00	\$3,900.00	\$3,000.00	\$3,000.00
	Two Saturation Coats of Water Repellent to all Exposed Exterior Brick, Concrete Foundations, Precast, Stone Facades & Masonry										
X	12 Precast, Stone Facades & Masonry	1	LS	\$8,000.00	\$8,000.00	\$9,030.00	\$9,030.00	\$7,975.00	\$7,975.00	\$11,000.00	\$11,000.00
X	13 Contingency (10% of the total of Items 1-12)	1	LS	\$14,208.00	\$14,208.00	\$23,770.00	\$23,770.00	\$19,750.00	\$19,750.00	\$22,283.75	\$22,283.75
	Total				\$161,283.00		\$261,455.00		\$217,325.00		\$245,121.25
	Subtotal w/o Contingency				\$147,075.00		\$237,685.00		\$197,575.00		\$222,837.50
	10% Contingency				\$14,707.50		\$23,768.50		\$19,750.00		\$22,283.75
	Corrected Total				\$161,782.50		\$261,453.50		\$217,332.50		\$245,121.25

FACILITIES - 301 E. JACKSON ST											
Selected Line Item	Description	Quantity	Unit of Measure	Gameau Construction, Inc.		MR Mason Contractor		Otto Baum Company, Inc.		Western Specialty Contractors	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1 General Conditions	1	LS	\$700.00	\$700.00	\$1,500.00	\$1,500.00	\$1,120.00	\$1,120.00	\$1,000.00	\$1,000.00
	Grind & Repoint Deteriorated or Cracked Mortar										
X	2 Joints	10	SF	\$25.00	\$250.00	\$25.00	\$250.00	\$26.00	\$260.00	\$40.00	\$400.00
X	3 Cutout & Reseal Joints, Penetrations & Holes	50	LF	\$12.00	\$600.00	\$15.00	\$750.00	\$10.30	\$515.00	\$20.00	\$1,000.00
X	4 Cutout & Reseal Door, Louver & Window	150	LF	\$11.00	\$1,650.00	\$15.00	\$2,250.00	\$10.30	\$1,545.00	\$12.00	\$1,800.00
X	5 Install Weeps	10	EA	\$12.00	\$120.00	\$25.00	\$250.00	\$18.00	\$180.00	\$7.50	\$75.00
	Clean, Prime & Paint Exposed Steel Lintels & Overhead Door Frames & Vents										
X	6 Overhead Door Frames & Vents	1	LS	\$900.00	\$900.00	\$1,500.00	\$1,500.00	\$925.00	\$925.00	\$1,000.00	\$1,000.00

X	Pressure Wash all Exposed Exterior Brick, Concrete Foundations & Masonry	1 LS	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$540.00	\$540.00	\$550.00	\$550.00
X	Two Saturation Coats of Water Repellent to all Exposed Exterior Brick, Concrete Foundations & Masonry	1 LS	\$900.00	\$900.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$850.00	\$850.00
X	10% Contingency (10% of the total of Items 1-8)	1 LS	\$617.00	\$617.00	\$1,750.00	\$1,750.00	\$565.00	\$565.00	\$667.50	\$667.50
	Total		\$6,537.00	\$6,537.00	\$10,750.00	\$10,750.00	\$6,250.00	\$6,250.00	\$7,342.50	\$7,342.50
	Subtotal w/o Contingency		\$5,920.00	\$5,920.00	\$9,000.00	\$9,000.00	\$5,685.00	\$5,685.00	\$6,675.00	\$6,675.00
	10% Contingency		\$592.00	\$592.00	\$900.00	\$900.00	\$568.50	\$568.50	\$667.50	\$667.50
	Corrected Total		\$6,512.00	\$6,512.00	\$9,900.00	\$9,900.00	\$6,253.50	\$6,253.50	\$7,342.50	\$7,342.50

LINCOLN LEISURE CENTER - 1206 S. LEE ST		Garneau Construction, Inc.		MR Mason Contractor		Otto Baum Company, Inc.		Western Specialty Contractors	
Selected Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1 General Conditions	1 LS		\$2,000.00	\$2,000.00	\$52,370.00	\$52,370.00	\$46,895.00	\$46,895.00
X	2 Grind & Repoint Deteriorated or Cracked Mortar	2800 SF		\$70,000.00	\$17,350.00	\$48,580.00	\$15.40	\$43,120.00	\$22.00
X	3 Joints	5500 EA		\$25.00	\$137,500.00	\$22.25	\$122,375.00	\$90,475.00	\$28.00
X	4 Remove & Replace Cracked or Spalled Brick	150 SF		\$43.00	\$6,450.00	\$175.00	\$26,250.00	\$20,250.00	\$170.00
X	5 Repair Concrete Spall	1500 LF		\$15.00	\$22,500.00	\$10.85	\$16,275.00	\$15,450.00	\$11.00
X	6 Cutout & Reseal Joints	1500 LF		\$15.00	\$22,500.00	\$10.85	\$16,275.00	\$15,450.00	\$11.00
X	7 Cutout & Reseal Door, Louver & Window	200 EA		\$15.00	\$3,000.00	\$15.00	\$3,000.00	\$3,600.00	\$7.50
X	7 Install Weeps								
X	Clean, Prime & Paint Exposed Steel Lintels & Overhead Door Frames & Vents	1 LS		\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$0.00	\$2,500.00
X	8 Pressure Wash all Exposed Exterior Brick, Concrete Foundations, Precast, Stone Facades & Masonry	1 LS		\$9,000.00	\$9,000.00	\$9,160.00	\$9,160.00	\$9,080.00	\$4,250.00
X	Two Saturation Coats of Water Repellent to all Exposed Exterior Brick, Concrete Foundations, Precast, Stone Facades & Masonry	1 LS		\$9,000.00	\$9,000.00	\$14,950.00	\$14,950.00	\$17,475.00	\$16,250.00
X	10 10% Contingency (10% of the total of Items 1-10)	1 LS		\$2,899.00	\$2,899.00	\$31,425.00	\$31,425.00	\$26,175.00	\$31,510.00
	Total			\$292,849.00	\$292,849.00	\$345,660.00	\$345,660.00	\$287,970.00	\$346,610.00
	Subtotal w/o Contingency			\$289,950.00	\$289,950.00	\$314,235.00	\$314,235.00	\$261,795.00	\$315,100.00
	10% Contingency			\$28,995.00	\$28,995.00	\$31,425.00	\$31,425.00	\$26,175.00	\$31,510.00
	Corrected Total			\$318,945.00	\$318,945.00	\$345,660.00	\$345,660.00	\$287,970.00	\$346,610.00
	Facilities Totals (Bid)			\$339,480.00	\$339,480.00	\$423,400.00	\$423,400.00	\$373,400.00	\$390,348.75
	Facilities Totals (Corrected)			\$339,454.50	\$339,454.50	\$422,548.50	\$422,548.50	\$373,411.50	\$390,348.75
	LLC Totals (Bid)			\$292,849.00	\$292,849.00	\$345,660.00	\$345,660.00	\$287,970.00	\$346,610.00
	LLC Totals (Corrected)			\$318,945.00	\$318,945.00	\$345,658.50	\$345,658.50	\$287,974.50	\$346,610.00
	Grand Totals (Bid)			\$632,329.00	\$632,329.00	\$769,060.00	\$769,060.00	\$661,370.00	\$736,958.75
	Grand Totals (Corrected)			\$658,399.50	\$658,399.50	\$768,207.00	\$768,207.00	\$661,386.00	\$736,958.75

Local Preference not applicable since only local vendor is low bidder.



CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: City-Wide Impact

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 with Otto Baum Company, Inc., for the Lincoln Parking Structure Maintenance Repairs - 2024/2025 (Bid #2024-29), in the Amount of \$1,264,855, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinances be approved.

STRATEGIC PLAN LINK:

- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 5. Great Place - Livable, Sustainable City
- Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: If approved, the City will enter into an agreement with Otto Baum Company to complete structural, plumbing, sealing, and other repairs to the Abraham Lincoln Parking Garage over a two-year period. Ongoing maintenance and repairs to the City's parking garages are needed to keep the facility operational and safe for customers. In 2022 and 2023, some repairs were completed at the Lincoln Garage, including the replacement of the roof-level sealants and overhead concrete repairs. Based on subsequent surveys performed by Walker Structural Consultants, additional repairs of the structure are necessary. The anticipated repairs include the replacement of joint sealants on lower levels, application of traffic-bearing membrane, structural concrete repairs, and replacement of floor drains and piping.

The project was advertised as Bid #2024-29 to solicit competitive bids. Bids were received until 10:00 A.M. on Friday, February 16, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. Otto Baum Company submitted the lowest responsive bid of \$1,264,855. A full bid tabulation is attached. No local firms submitted a bid. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion, and any amount not used during the project shall revert to the City and not be paid to the contractor.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The bid was advertised in *The Pantagraph* and *OpenGov* on January 29, 2024. A pre-bid meeting was held on February 5, 2024, at 1:00 P.M.

FINANCIAL IMPACT: If approved, the City will enter into a construction agreement with Otto Baum Company in the amount of \$1,264,855. The expense will be charged to the Abraham Lincoln Parking-Buildings account (55605600-72520). The project was included in the FY 2024 Budget for \$1,100,000. On August 28, 2023, as part of Item 7G, Council approved an Agreement with Walker Consultants, Inc., for the engineering services for this next phase of the Lincoln Parking Deck Rehabilitation Project, in the amount of \$89,550. This was paid out of the \$1,100,000 that was budgeted, leaving a remaining budgeted amount of \$1,010,450. An additional \$46,702.50 is also available from the remaining balance of the recently completed 2023 repairs to the garage. This balance is a result of contractor efficiencies and lower-than-expected repair quantities. The remaining balance of \$207,702.50 will be covered with a transfer from the General Fund Reserves (Fund Balance). Please see "Exhibit A" for additional account details on the Budget Amendment. Stakeholders can locate information related to this project in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 166, 230, 320, 321, and 322.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition)

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:

- [DOES 2B Ordinance - Budget](#)
- [DOES 2C Ordinance - Budget Exhibit A](#)
- [DOES 2D Ordinance - Agreement](#)
- [DOES 2E Agreement](#)
- [DOES 2F Bid Tab](#)

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 increase the General Fund Budget by \$207,702.50 and transfer these funds to the Abraham Lincoln Parking Deck Fund, and to utilize \$46,702.50 in Abraham Lincoln Parking Deck Fund Balance, for the Lincoln Parking Structure Maintenance Repairs, as requested by the D.O.E.S. and Finance Departments.

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

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

Section 2. The Council hereby adopts the findings of fact of the planning commission and the Site Plan for a Vehicle Repair and Service Use in the B-1 (General Commercial) District, for the property at 1501 N. Veterans Parkway, legally described in Exhibit "A", 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 11th day of March 2024.

APPROVED this ____ day of March 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2024 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
10010010-40000	General	Non-Departmental Use of Fund Balance	\$ (207,702.50)
10019180-89556	General	General Fund Transfer-To Abraham Lincoln Parking	\$ 207,702.50
55605600-85100	Abraham Lincoln Parking	Abraham Lincoln Parking-From General Fund	\$ (207,702.50)
55605600-40000	Abraham Lincoln Parking	Abraham Lincoln Parking-Use of Fund Balance	\$ (46,702.50)
55605600-72520	Abraham Lincoln Parking	Abraham Lincoln Parking-Buildings	\$ 254,405.00
Net Transaction:			\$ -

ORDINANCE NO. 2024 - _____

AN ORDINANCE AUTHORIZING A CONSTRUCTION WITH OTTO BAUM COMPANY, INC., FOR THE LINCOLN PARKING STRUCTURE MAINTENANCE REPAIRS - 2024/2025 (BID #2024-29), IN THE AMOUNT OF \$1,264,855

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 OTTO BAUM COMPANY, INC. (CONTRACTOR), be approved for the Lincoln Parking Structure Maintenance Repairs - 2024/2025 (PROJECT) in the amount of \$1,264,855; and

WHEREAS, PROJECT consists of work necessary to improve existing City public parking facilities and avoid construction of new facilities and contains a contingency line item; 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 11th day of March 2024.

APPROVED this ____ day of March 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON AGREEMENT WITH OTTO
BAUM COMPANY, INC.
FOR
LINCOLN PARKING STRUCTURE MAINTENANCE
REPAIRS - 2024/2025**

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

This Agreement was subject to the following procurement initiative by the CITY: **Lincoln Parking Structure Maintenance Repairs - 2024/2025 (Bid 2024-29)** (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 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

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

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

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

by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.

- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

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

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding

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

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

If to VENDOR:

Otto Baum Company, Inc.
 Attn: Terry L. Baum
 866 N. Main St
 Morton, IL 61550
 terrybaum@ottobaum.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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


CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

OTTO BAUM COMPANY, INC.

 2/20/24
Its Terry L. Baum - President

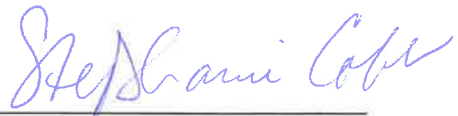
By: 
Its Stephanie Cobb - Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

OVERVIEW

The City of Bloomington proposes to contract repairs to the Lincoln Parking Structure which will be completed over two years. The work includes structural concrete repairs, sealant replacement, plumbing repairs and other improvements as shown in the project plans and specifications.

Completion Date: Work under this contract shall be completed in phase as indicated in the plans and specifications. 2024 work shall be completed no later than **April 30, 2025**. 2025 work shall be completed no later than **April 30, 2026**. Failure to complete the work by the indicated dates, shall result in assessment of damages as outlined in the specifications.

Other terms and conditions as outlined in the Procurement Documents.

EXHIBIT B
COSTS/FEES

2024 Base Bid	\$689,760.00
Alternate 1	\$ 66,720.00
2025 Base Bid	\$475,345.00
Alternate 2	<u>\$ 33,030.00</u>

Total Base Bids + Alternates \$1,264,855.00

Otto Baum Company, Inc. Project Contacts

Project Manager	<u>Derek Baum</u> Name	<u>309-370-1497</u> Phone	<u>derekbaum@ottobaum.com</u> Email
Superintendent	<u> </u> Name	<u> </u> Phone	<u> </u> Email
Project Accountant	<u>Amber Lady</u> Name	<u>309-284-1706</u> Phone	<u>amberlady@ottobaum.com</u> Email
Division Manager	<u>Dan Bagley</u> Name	<u>309-635-6441</u> Phone	<u>danbagley@ottobaum.com</u> Email
Director of Safety	<u>Rich Swanson</u> Name	<u>(309) 284-1733</u> Phone	<u>richswanson@ottobaum.com</u> Email
EEO Officer	<u>Stephanie Cobb</u> Name	<u>(309) 284-1789</u> Phone	<u>stephaniecobb@ottobaum.com</u> Email

Owner / General Contractor Project Contacts (If not already provided)

Project Manager	<u> </u> Name	<u> </u> Phone	<u> </u> Email
Site Contact	<u> </u> Name	<u> </u> Phone	<u> </u> Email
AE	<u> </u> Name	<u> </u> Phone	<u> </u> Email
EEO/CPR	<u> </u> Name	<u> </u> Phone	<u> </u> Email
Accounting	<u> </u> Name	<u> </u> Phone	<u> </u> Email

Other Notable Contact Information:

LINCOLN PARKING STRUCTURE MAINTENANCE REPAIRS - 2024/2025

BID #2024-29

BASE WORK (YEAR 1 - 2024)				Otto Baum Company, Inc.		Western Specialty Contractors		JLJ Contracting, Inc.		Golf Acquisition Group, LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1.1	Project General Requirements	1	L.S.	\$65,047.00	\$65,047.00	\$42,760.00	\$42,760.00	\$81,876.00	\$81,876.00	\$370,000.00	\$370,000.00
X	3.1	Floor Repair - Partial Depth	500	S.F.	\$94.00	\$47,000.00	\$83.65	\$41,825.00	\$100.00	\$50,000.00	\$100.00	\$50,000.00
X	3.4	Floor Repair - Curb / Walks	70	S.F.	\$118.00	\$8,260.00	\$229.70	\$16,079.00	\$125.00	\$8,750.00	\$180.00	\$12,600.00
X	3.12	Floor Repair - Railing Pocket	1	S.F.	\$600.00	\$600.00	\$550.00	\$550.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00
X	5.1	Beam Repairs - Partial Depth	10	S.F.	\$700.00	\$7,000.00	\$261.70	\$2,617.00	\$250.00	\$2,500.00	\$275.00	\$2,750.00
X	6.1	Column Repairs - Partial Depth	20	S.F.	\$140.00	\$2,800.00	\$223.00	\$4,460.00	\$250.00	\$5,000.00	\$250.00	\$5,000.00
X	6.6	Column Repairs - Haunch	4	EA	\$1,280.00	\$5,120.00	\$990.00	\$3,960.00	\$250.00	\$1,000.00	\$750.00	\$3,000.00
X	7.1	Wall repairs - Partial Depth	10	S.F.	\$140.00	\$1,400.00	\$200.00	\$2,000.00	\$250.00	\$2,500.00	\$300.00	\$3,000.00
X	8.2	Tee Stem Repair - Full Depth	110	S.F.	\$174.00	\$19,140.00	\$395.50	\$43,505.00	\$150.00	\$16,500.00	\$250.00	\$27,500.00
X	8.4	Tee Flange Repairs - Partial Depth	40	S.F.	\$164.00	\$6,560.00	\$211.00	\$8,440.00	\$150.00	\$6,000.00	\$150.00	\$6,000.00
X	8.5	Tee Flange Repairs - Full Depth	110	S.F.	\$180.00	\$19,800.00	\$158.25	\$17,407.50	\$180.00	\$19,800.00	\$250.00	\$27,500.00
X	8.6	Tee Flange Repair - Shear Connector	360	EA	\$350.00	\$126,000.00	\$318.00	\$114,480.00	\$265.00	\$95,400.00	\$500.00	\$180,000.00
X	10.5	Expansion Joint - Adhered	432	L.F.	\$130.00	\$56,160.00	\$120.50	\$52,056.00	\$100.00	\$43,200.00	\$200.00	\$86,400.00
X	11.1	Seal Random Cracks	600	L.F.	\$9.00	\$5,400.00	\$5.25	\$3,150.00	\$15.00	\$9,000.00	\$11.00	\$6,600.00
X	11.4	Tee Joint Sealant	2	LV	\$43,120.00	\$86,240.00	\$36,270.00	\$72,540.00	\$72,240.00	\$144,480.00	\$65,375.00	\$130,750.00
X	11.2	Control Joint Sealant	2	LV	\$12,860.00	\$25,720.00	\$9,760.00	\$19,520.00	\$16,912.00	\$33,824.00	\$26,576.00	\$53,152.00
X	11.7	Cove Sealant	2	LV	\$23,640.00	\$47,280.00	\$23,775.00	\$47,550.00	\$10,615.00	\$21,230.00	\$21,076.00	\$42,152.00
X	25.2	Floor Drain Replacement	18	EA	\$1,650.00	\$29,700.00	\$2,800.00	\$50,400.00	\$2,750.00	\$49,500.00	\$3,200.00	\$57,600.00
X	25.3	Floor Drain Pipe & Hangers (4" Pipe)	453	LF	\$56.00	\$25,368.00	\$74.20	\$33,612.60	\$125.00	\$56,625.00	\$100.00	\$45,300.00
X	25.4	Floor Drain Pipe & Hangers (8" Pipe)	88	LF	\$70.00	\$6,160.00	\$178.00	\$15,664.00	\$190.00	\$16,720.00	\$200.00	\$17,600.00
X	40.2	Tee Flange Repair & Shear Connector	186	EA	\$280.00	\$52,080.00	\$616.00	\$114,576.00	\$525.00	\$97,650.00	\$485.00	\$90,210.00
X	40.3	Supplemental Shear Connector	70	EA	\$100.00	\$7,000.00	\$402.00	\$28,140.00	\$395.00	\$27,650.00	\$300.00	\$21,000.00
X	45.1	Paint Traffic Markings	2	LV	\$3,540.00	\$7,080.00	\$3,875.00	\$7,750.00	\$3,750.00	\$7,500.00	\$7,000.00	\$14,000.00
X	C1	Contingency (5% of the total of all above)	1	LS	\$32,845.00	\$32,845.00	\$37,152.11	\$37,152.11	\$39,848.00	\$39,848.00	\$62,632.00	\$62,632.00
Total					\$689,760.00		\$780,194.21		\$836,803.00		\$1,315,746.00	

ALTERNATE 1 (YEAR 1 - 2024)				Otto Baum Company, Inc.		Western Specialty Contractors		JLJ Contracting, Inc.		Golf Acquisition Group, LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	16.1	Traffic Topping - Vehicular	1204	SF	\$10.00	\$12,040.00	\$9.55	\$11,498.20	\$9.00	\$10,836.00	\$15.00	\$18,060.00
X	16.4	Traffic Topping - Tee Joint	2	LV	\$27,340.00	\$54,680.00	\$46,000.00	\$92,000.00	\$77,400.00	\$154,800.00	\$38,258.00	\$76,516.00
Total					\$66,720.00		\$103,498.20		\$165,636.00		\$94,576.00	

BASE WORK (YEAR 2 - 2025)				Otto Baum Company, Inc.		Western Specialty Contractors		JLJ Contracting, Inc.		Golf Acquisition Group, LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1.1	Project General Requirements	1	L.S.	\$47,470.00	\$47,470.00	\$29,975.00	\$29,975.00	\$56,682.00	\$56,682.00	\$140,000.00	\$140,000.00
X	3.1	Floor Repair - Partial Depth	320	S.F.	\$96.00	\$30,720.00	\$83.65	\$26,768.00	\$110.00	\$35,200.00	\$100.00	\$32,000.00
X	3.4	Floor Repair - Curb / Walks	94	S.F.	\$120.00	\$11,280.00	\$229.70	\$21,591.80	\$140.00	\$13,160.00	\$180.00	\$16,920.00
X	3.12	Floor Repair - Railing Pocket	6	S.F.	\$350.00	\$2,100.00	\$550.00	\$3,300.00	\$275.00	\$1,650.00	\$1,000.00	\$6,000.00
X	5.1	Beam Repairs - Partial Depth	240	S.F.	\$275.00	\$66,000.00	\$261.70	\$62,808.00	\$275.00	\$66,000.00	\$275.00	\$66,000.00
X	6.1	Column Repairs - Partial Depth	20	S.F.	\$143.00	\$2,860.00	\$223.00	\$4,460.00	\$275.00	\$5,500.00	\$250.00	\$5,000.00
X	6.6	Column Repairs - Haunch	4	EA	\$1,210.00	\$4,840.00	\$990.00	\$3,960.00	\$275.00	\$1,100.00	\$750.00	\$3,000.00
X	7.1	Wall repairs - Partial Depth	10	S.F.	\$143.00	\$1,430.00	\$200.00	\$2,000.00	\$275.00	\$2,750.00	\$300.00	\$3,000.00
X	8.2	Tee Stem Repair - Full Depth	111	S.F.	\$180.00	\$19,980.00	\$395.50	\$43,900.50	\$275.00	\$30,525.00	\$250.00	\$27,750.00
X	8.4	Tee Flange Repairs - Partial Depth	319	S.F.	\$170.00	\$54,230.00	\$211.00	\$67,309.00	\$175.00	\$55,825.00	\$150.00	\$47,850.00
X	8.5	Tee Flange Repairs - Full Depth	81	S.F.	\$185.00	\$14,985.00	\$158.25	\$12,818.25	\$200.00	\$16,200.00	\$250.00	\$20,250.00
X	8.6	Tee Flange Repair - Shear Connector	200	EA	\$358.00	\$71,600.00	\$318.00	\$63,600.00	\$300.00	\$60,000.00	\$500.00	\$100,000.00
X	10.5	Expansion Joint - Adhered	144	L.F.	\$145.00	\$20,880.00	\$120.50	\$17,352.00	\$110.00	\$15,840.00	\$200.00	\$28,800.00
X	11.1	Seal Random Cracks	300	L.F.	\$9.10	\$2,730.00	\$5.25	\$1,575.00	\$16.50	\$4,950.00	\$11.00	\$3,300.00

X	11.4 Tee Joint Sealant	1 LV	\$47,310.00	\$47,310.00	\$36,270.00	\$36,270.00	\$77,400.00	\$77,400.00	\$65,375.00	\$65,375.00
X	11.2 Control Joint Sealant	1 LV	\$12,800.00	\$12,800.00	\$9,760.00	\$9,760.00	\$18,120.00	\$18,120.00	\$26,576.00	\$26,576.00
X	11.7 Cove Sealant	1 LV	\$24,605.00	\$24,605.00	\$23,775.00	\$23,775.00	\$11,580.00	\$11,580.00	\$21,076.00	\$21,076.00
X	25.2 Floor Drain Replacement	2 EA	\$1,600.00	\$3,200.00	\$2,800.00	\$5,600.00	\$3,000.00	\$6,000.00	\$3,200.00	\$6,400.00
X	25.3 Floor Drain Pipe & Hangers (4" Pipe)	10 LF	\$58.00	\$580.00	\$74.20	\$742.00	\$140.00	\$1,400.00	\$100.00	\$1,000.00
X	25.4 Floor Drain Pipe & Hangers (8" Pipe)	10 LF	\$73.00	\$730.00	\$178.00	\$1,780.00	\$220.00	\$2,200.00	\$200.00	\$2,000.00
X	40.2 Tee Flange Repair & Shear Connector	15 EA	\$290.00	\$4,350.00	\$616.00	\$9,240.00	\$575.00	\$8,625.00	\$450.00	\$6,750.00
X	40.3 Supplemental Shear Connector	7 EA	\$110.00	\$770.00	\$402.00	\$2,814.00	\$440.00	\$3,080.00	\$300.00	\$2,100.00
X	45.1 Paint Traffic Markings	2 LV	\$3,630.00	\$7,260.00	\$3,875.00	\$7,750.00	\$2,000.00	\$4,000.00	\$7,000.00	\$14,000.00
X	C2 Contingency (5% of the total of all above)	1 LS	\$22,635.00	\$22,635.00	\$22,957.43	\$22,957.43	\$24,889.00	\$24,889.00	\$29,735.00	\$29,735.00

Total			\$475,345.00	\$482,105.98	\$522,676.00	\$674,882.00
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ALTERNATE 2 (YEAR 2 - 2025)				Otto Baum Company, Inc.		Western Specialty Contractors		JLJ Contracting, Inc.		Golf Acquisition Group, LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	16.1	Traffic Topping - Vehicular	730	SF	\$11.00	\$8,030.00	\$9.55	\$6,971.50	\$11.00	\$8,030.00	\$15.00	\$10,950.00
X	16.4	Traffic Topping - Tee Joint	1	LV	\$25,000.00	\$25,000.00	\$46,000.00	\$46,000.00	\$85,140.00	\$85,140.00	\$38,252.50	\$38,252.50
Total					\$33,030.00		\$52,971.50		\$93,170.00		\$49,202.50	

2024 Base + Alternate 1	\$756,480.00	\$883,692.41	\$1,002,439.00	\$1,410,322.00
2025 Base + Alternate 2	\$508,375.00	\$535,077.48	\$615,846.00	\$724,084.50
2024 Base + 2025 Base	\$1,165,105.00	\$1,262,300.19	\$1,359,479.00	\$1,990,628.00
Total Base + Alternates	\$1,264,855.00	\$1,418,769.89	\$1,618,285.00	\$2,134,406.50



CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on an Ordinance Waiving the Formal Procurement Requirements and Approving an Agreement with Hutchison Engineering Inc. for Route 9 Watermain and Lead Service Line Design Work, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: The Water Department recently outlined nearly \$400M in proposed water infrastructure improvement projects. Among these initiatives, replacing aged watermains that need to be replaced and the mandated replacement of lead service lines are top priorities. Recently, the Illinois Department of Transportation (IDOT) announced forthcoming roadway improvements within our community. This presents an opportune moment to align our efforts with theirs to streamline infrastructure projects, minimize disruption to residents, and optimize the utilization of resources.

One of IDOT's first projects is expected to start construction this spring/summer and involves the reconstruction of Illinois Route 9 (from just west of Martin Luther King Jr. Drive to just east of N. Hinshaw Ave., including portions of White Oak Rd. and W. Locust St.). As IDOT is doing this work, the City has an opportunity to replace watermain and lead service lines within the same area. The first step in this is approving a design contract and City staff are proposing to have IDOT's engineer on the project, Hutchison Engineering, perform said work. Hutchison Engineering can add this to their current plans at a cost of \$20,000. Accordingly, City staff are proposing Council waive the formal procurement requirements and authorize the City Manager to enter into a contract with Hutchison Engineering to perform the work in the amount of \$20,000. After the plans are completed, City staff will bring back a recommendation for the consideration of a construction contract at a future meeting.

Completing the Water Department's proposed infrastructure upgrades concurrently with IDOT's roadwork will reduce the overall disruption to residents and businesses. It prevents the inconvenience of multiple construction phases and subsequent road closures and allows for a more efficient allocation of resources.

Although there is an abbreviated timeline for this project, City staff are already working with IDOT on ways to better coordinate the future phases of the roadwork. It is the City's goal to ensure all of IDOT's infrastructure upgrades are synchronized with the planned IDOT

roadway improvements. By doing so, we aim to avoid the need for future excavations that would otherwise disrupt the newly improved roadways and require additional expenditure.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an Agreement with Hutchison Engineering Inc. for Route 9 Watermain and Lead Service Line Design Work in the amount of \$20,000. Although not included in the FY 2024 Budget, unspent budgeted funds are available to proceed with this design. This will be paid from the Water Transmission & Distribution-Architectural & Engineering Services for Capital account (50100120-70051). Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on page 125.

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: Ed Andrews, Water Director

ATTACHMENTS:

[WATER 1B Ordinance](#)

ORDINANCE NO. 2024 - _____

AN ORDINANCE WAIVING THE FORMAL PROCUREMENT REQUIREMENTS AND APPROVING AN AGREEMENT WITH HUTCHINSON ENGINEERING INC. FOR ROUTE 9 WATERMAIN AND LEAD SERVICE LINE DESIGN WORK

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, the Illinois Department of Transportation ("IDOT") is planning the reconstruction of Illinois Route 9 (from just west of Martin Luther King Jr. Drive to just east of N. Hinshaw Ave., including portions of White Oak Rd and W. Locust St) this upcoming spring/summer; and

WHEREAS, there are 0.25 miles of 4" and 6" diameter City watermain that range from 1881 to 1913 (or 111 to 143 years old) and that would be upgraded to all 8" diameter in accordance with the City's current Manual of Practice and that are in need of replacement under and/or adjacent to the proposed Route 9 work scheduled for this spring/summer, in addition to the 12 lead service lines that are required to be replaced as part of state and federal mandates; and

WHEREAS, to ensure that the IDOT roadway improvements to Route 9 are not untimely disturbed, it is in the best interest of the City to proceed with the replacement of the adjacent watermain and lead service lines; and

WHEREAS, Hutchison Engineering Inc. ("Hutchison Engineering") is doing the design work on behalf of IDOT for the Route 9 roadway improvements and has agreed to timely prepare and provide to the City plans for the necessary watermain and lead service line replacements; and

WHEREAS, the City Council finds it in the best interest of the City to waive any formal procurement requirements and allow the City Manager to enter into an agreement with Hutchison Engineering for the proposed design work.

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 formal procurement requirements are hereby waived and the City Manager is authorized to enter into an agreement with Hutchison Engineering for design work of the watermain and lead service line replacement adjacent to the Route 9 roadway improvements (Market St from White Oak Rd to N Hinshaw Ave and White Oak Rd from Market St to W Locust St) in an amount not to exceed \$20,000.

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 11th day of March 2024.

APPROVED this ____ day of March 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the Fiscal Year 2025 Proposed Budget, as requested by the Finance Department.

RECOMMENDED MOTION: None; presentation and discussion only.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City-Wide Fiscal Year ("FY") 2025 Proposed Budget is \$331.7M, which is a \$41.5M - 14% increase over the FY 2024 Adopted Budget of \$290.2M. The General Fund Proposed Budget is \$143.1M, which is a \$14M - 11% increase from the FY 2024 Adopted Budget of \$129.1M. The General Fund is the City's largest fund and accounts for 43.1% of the total City-Wide budget. Significant capital improvements are planned for FY 2025 totaling approximately \$88.5M. This is an increase of approximately \$18.8M from FY 2023.

A significant portion of the \$41.5M City-Wide increase can be attributed to the Capital Project increase of \$18.8M. Other material factors include additional staff, including 9 for Public Safety, excess inflation of +\$12M, increased equipment purchases of \$5M, and an increase in Public Safety Pension contributions of \$2.4M. Adjusting for nonrecurring, strategic additions, and capital projects (which can vary from year to year), the City-Wide budget has grown at an approximate annualized rate of 3.9% over the last nine years.

This FY 2025 Budget Presentation and the FY 2025 Proposed Budget Books will be made available on the City's website (cityblm.org) prior to the meeting. Stakeholders can locate these documents on the *Departments - Finance - Annual Budget - Budget Documents - FY2025* page of the website.

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: NA

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director



REGULAR AGENDA ITEM NO. 8.B.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the Bloomington Police Department's 2023 Annual Report, as requested by the Police Department.

RECOMMENDED MOTION: None, Presentation and Discussion only.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 4e. Strong partnership with residents and neighborhood associations

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

BACKGROUND: The presentation will highlight the Bloomington Police Department's accomplishments throughout the year and also provide an overview of several divisions within the Police Department. This presentation will provide an overview of the Federal Bureau of Investigation Uniform Crime Reporting (UCR) National Incident Based Reporting System (NIBRS) during the 2023 calendar year.

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: Amber Bishler, Office Manager



REGULAR AGENDA ITEM NO. 8.C.

FOR COUNCIL: March 11, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the Bloomington Fire Department's 2023 Annual Report and an Update on Department Hiring, as requested by the Fire Department.

RECOMMENDED MOTION: None; Presentation and Discussion only.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: The Fire Department will present on the Bloomington Fire Department's 2023 Annual Report and provide an update on staffing.

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: Cory Matheny, Fire Chief