



**CITY OF  
BLOOMINGTON  
CITY COUNCIL -  
REGULAR SESSION**

**MEETING  
JUNE 24, 2024**



## COMPONENTS OF THE COUNCIL AGENDA

### RECOGNITION AND PROCLAMATION

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

### PUBLIC HEARING

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

### PUBLIC COMMENT

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

### CONSENT AGENDA

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

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

### REGULAR AGENDA

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

### **MAYOR AND COUNCIL MEMBERS**

**Mayor** - Mboka Mwilambwe

#### **City Council Members**

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

**City Manager** - Jeff Jurgens

**Deputy City Manager** - Billy Tyus

**Deputy City Manager** - Vacant

### **CITY LOGO DESIGN RATIONALE**

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

### **MISSION, VISION, AND VALUE STATEMENT**

#### **MISSION**

To Lead, Serve and Uplift the City of Bloomington

#### **VISION**

A Jewel of the Midwest Cities

#### **VALUES**

Service-Centered, Results-Driven, Inclusive

### **STRATEGIC PLAN GOALS**

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA  
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400  
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701  
MONDAY, JUNE 24, 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. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Justin Callahan, William Houk, Austin Marburger, and Jesse Behm Upon Completion of Their Probationary Period, as requested by the Police Department. (Recommended Motion: None; Presentation only.)**
  - B. Recognition of Board & Commission Appointments and Reappointments, as requested by the Administration Department. (Recommended Motion: None; Recognition only.)**
- 6. Public Comment**

*Individuals wishing to provide emailed public comment must email comments to [publiccomment@cityblm.org](mailto: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](http://www.cityblm.org/register) at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.*
- 7. Public Hearings**
  - A. Public Hearing on a Substantial Amendment for the Program Year 2020 Community Development Block Grant (CDBG) Annual Action Plan, as requested by the Economic & Community Development Department. (Recommended Motion: None; Presentation and Public Hearing only.) (Presentation by William Bessler, Grants Manager; and City Council Discussion, N/A.)**
  - B. Public Hearing on a Proposal Requesting the Vacation of the West 151.5 Feet of the East-West Alley between North Western Avenue and the North-South Alley to the East, as requested by the Department of Operations & Engineering Services. (Recommended Motion: None; Presentation and Public Hearing Only.) (Presentation by Kevin Kothe, P.E., Director of Operations & Engineering Services/City Engineer; and City Council Discussion, N/A.)**
- 8. Consent Agenda**

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

- A. Consideration and Action to Approve the Minutes of the May 28, 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 \$17,303,968.93, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and Action on Approving Appointments & Reappointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments & Reappointments be approved.)*
- D. Consideration and Action to Approve A Payment to Tyler Technologies, as a Limited Source, for the Annual Maintenance of the Enterprise Public Safety Suite, in the Amount of \$162,823.97, as requested by the Police Department and the Fire Department. *(Recommended Motion: The proposed Payment is approved.)*
- E. Consideration and Action to Approve the Purchase of Bobcat L95 Compact Wheel Loader and Attachments from Bobcat of Bloomington, in the Amount of \$129,128.33, as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Purchase be approved.)*
- F. Consideration and Action to Approve A Payment to Motorola Solutions, Inc., as a Limited Source, for the Annual Maintenance of Public Safety Radio Equipment, in the Amount of \$79,866.79, as requested by the Police Department and the Fire Department. *(Recommended Motion: The proposed Payment be approved.)*
- G. Consideration and Action on the Purchase of Health Insurance-Related Services from Multiple Third Parties and Stop Loss Insurance from Tokio Marine for the City's Self-Funded Health Insurance Plans, as requested by the Human Resources Department. *(Recommended Motion: The proposed Purchases be approved.)*
- H. Consideration and Action to Approve a Lease Extension with TTK, L.L.C., for the Mucky Duck Marina at Lake Bloomington, as requested by the Water Department. *(Recommended Motion: The proposed Lease Extension be approved.)*
- I. Consideration and Action to Approve the Annual Regional Service Agreement and Payment to the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services, for the MCRPC Fiscal Year July 1, 2024, through June 30, 2025, in the Amount of \$54,000, as requested by the Economic & Community Development Department and the Economic & Community Development Department. *(Recommended Motion: The proposed Agreement and Payment be approved.)*
- J. Consideration and Action to Approve a Contract with Hanson Professional Services, Inc., for Reservoir Capacity Improvement Investigation, in the Amount of \$168,600, as requested by the Water Department. *(Recommended Motion: The proposed Contract be approved.)*
- K. Consideration and Action on An Ordinance Approving a Special Use Permit for an

Assisted Living Facility (Independent Living) in the B-1 (General Commercial) District, for the Property Located at 1410 Leslie Drive, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

- L. Consideration and Action on An Ordinance Authorizing a Construction Agreement with Corrective Asphalt Materials, LLC, as a Limited Source, for the Fiscal Year (FY) 2025 Pavement Preservation Reclamite Program, in the Amount of \$240,312.15, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)
- M. Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for Fiscal Year (FY) 2024 Community Development Block Grant (CDBG) Front Street Sidewalks Project (Bid #2024-38), in the Amount of \$90,000, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)
- N. Consideration and Action on An Ordinance Authorizing Waiving the Formal Bidding Requirements and Approving an Agreement with Donelson Construction Company, LLC, as a Limited Source, for Fiscal Year 2025 Pavement Preservation High-Pressure Slurry Seal Program, in the Amount of \$737,653.20, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)
- O. Consideration and Action on an Application from WFR, LLC, d/b/a A & P Tap, located at 721 W. Chestnut St., Requesting Approval of the Creation of a Class TAPS (Tavern, All Types of Liquor, Packages Sales, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

## **9. Regular Agenda**

- A. Consideration and Action on an Ordinance Approving the Vacation of the West 151.5 Feet of the East-West Alley between North Western Avenue and the North-South Alley to the East, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Kevin Kothe, Department of Operations and Engineering Services, 5 minutes; and City Council Discussion, 15 minutes.)
- B. Discussion and Potential Direction on Housing Issues within the City of Bloomington, as requested by the Administration Department and the Administration Department. (Recommended Motion: Continued discussion of housing issues and potential direction.) (Presentation by Jeff Jurgens, City Manager, 5 minutes; and City Council Discussion, 15 minutes.)

## **10. Finance Director's Report**

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

## **11. City Manager's Discussion**

## **12. Mayor's Discussion**

## **13. Council Member's Discussion**

**14. Executive Session**

**15. 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](mailto:mhurt@cityblm.org).



## RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Justin Callahan, William Houk, Austin Marburger, and Jesse Behm Upon Completion of Their Probationary Period, as requested by the Police Department.

**RECOMMENDED MOTION:** None; Presentation 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:** Recognizing the completion of the probationary period for Police Officers Justin Callahan, William Houk, Austin Marburger, and Jesse Behm.

**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: Darcy Hoffman, Office Associate

**ATTACHMENTS:**

[PD 1B Officer Certificates](#)

City of Bloomington



Police Department

City Hall & Police Station Circa 1882

## Police Officer's Commission

*By authority of the City Manager  
of the City of Bloomington,  
in the County of McLean, and State of Illinois,  
We do hereby certify that*

# Justin M. Callahan

*Having been duly sworn  
was appointed and commissioned a*

## Police Officer

*On  
the eighth of August, two thousand and twenty two.  
As Evidence thereof, we set our hand and seal*

Aboka Mwilambwe

Aboka Mwilambwe

*Mayor*



Jeffrey R. Jurgens

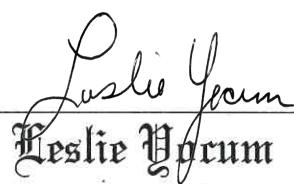
*City Manager*



Jamal A. Simington

Jamal A. Simington

*Chief*



Leslie Yerum

*City Clerk*

City of Bloomington



City Hall & Police Station Circa 1882

Police Department

## Police Officer's Commission

*By authority of the City Manager  
of the City of Bloomington,  
in the County of McLean, and State of Illinois,  
We do hereby certify that*

# William J. Houk

*Having been duly sworn  
was appointed and commissioned a*

# Police Officer

*On  
the eighth of August, two thousand and twenty two.  
As Evidence thereof, we set our hand and seal*

Aboka Mwilambwe

Aboka Mwilambwe

*Mayor*

Jeffrey R. Jurgens

*City Manager*



Jamal Simington  
Jamal A. Simington

*Chief*

Leslie Yocom  
Leslie Yocom

*City Clerk*

City of Bloomington



Police Department

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## Police Officer's Commission

*By authority of the City Manager  
of the City of Bloomington,  
in the County of McLean, and State of Illinois,  
We do hereby certify that*

# Austin J. Marburger

*Having been duly sworn  
was appointed and commissioned a*

## Police Officer

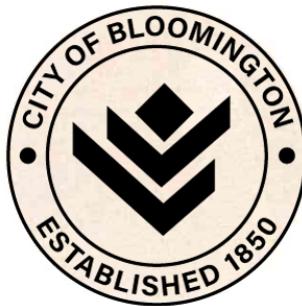
*On  
the eighth of August, two thousand and twenty two.  
As Evidence thereof, we set our hand and seal*

Mboka Mwirambwe

Mboka Mwirambwe

*Mayor*

  
Jeffrey R. Jurgens  
*City Manager*



Jamal Simington  
Jamal A. Simington

*Chief*

Leslie Yorum  
Leslie Yorum  
*City Clerk*

City of Bloomington



Police Department

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## Police Officer's Commission

*By authority of the City Manager  
of the City of Bloomington,  
in the County of McLean, and State of Illinois,  
We do hereby certify that*

# Jesse K. Behm

*Having been duly sworn  
was appointed and commissioned a*

# Police Officer

*On  
the eighth of August, two thousand and twenty two.  
As Evidence thereof, we set our hand and seal*

Aboka Mwilambwe

Aboka Mwilambwe

*Mayor*

  
Jeffrey R. Jurgens  
*City Manager*



Jamal Simington  
Jamal A. Simington

*Chief*

  
Leslie Yorum  
*City Clerk*



## RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** City-Wide Impact

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

**RECOMMENDED MOTION:** None; Recognition only.

**STRATEGIC PLAN LINK:**

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 5b. City decisions consistent with plans and policies

**BACKGROUND:** The included appointments and reappointments are representative of City Council's approval from the June 10, 2024 Council meeting.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

**AMERICAN RESCUE PLAN FUNDING IMPACT:** N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

**ATTACHMENTS:**

[ADM 1B Recognition of Appointment and Reappointments from 061024 Council.](#)



# Appointment

Library Board of Trustees:

- **Georgene Chissell**



# Reappointments

Connect Transit:

- **Ryan Whitehouse**

Human Relations Commission:

- **Anthony Jones**



## PUBLIC HEARINGS ITEM NO. 7.A.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** Ward 4 and Ward 6

**SUBJECT:** Public Hearing on a Substantial Amendment for the Program Year 2020 Community Development Block Grant (CDBG) Annual Action Plan, as requested by the Economic & Community Development Department.

**RECOMMENDED MOTION:** None; Presentation and Public Hearing only.

**STRATEGIC PLAN LINK:**

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** In 2020, the CARES Act provided supplemental funding to the Community Development Block Grant ("CDBG") program to prepare, prevent, and respond to the COVID-19 Pandemic. This supplemental funding, CDBG-CV, was included in the City's Program Year 2020 CDBG Annual Action Plan ("AAP"). CDBG-CV activities included in the 2020 AAP were to provide rent, mortgage, utility, and business support programs during the COVID-19 Pandemic. Currently, the City has \$29,938.55 in CDBG-CV funds that was originally allocated for administration costs left from the initial \$845,234.45 grant.

The proposed substantial amendment would take the remaining administration funds to complete a park improvement project at Empire Junction Park. Improvements will include exercise equipment that will provide community members a better opportunity to exercise outdoors when transmission rates of COVID-19 are high. Some of the equipment will have features that provide community members of all abilities access to exercise equipment in the park. During the Pandemic the park lacked sufficient amenities to serve the surrounding neighborhoods in a manner consistent with public health measures. This project will help prevent the transmission of COVID-19 by providing outdoor and adequately spaced equipment for residents to enjoy.

The proposed project was originally included in the Program Year 2023 AAP draft. However, the Illinois Department of Housing and Urban Development ("HUD") provided updated guidance to staff that required additional technical assistance to determine if the proposed project would meet the new guidance. Additionally, HUD directed the City to include this in the Program Year 2020 AAP as a substantial amendment rather than a project for the Program Year 2023 or 2024 AAP.

Once the public comment period is complete, the substantial amendment will be submitted to HUD for review and approval. If approved, the Parks and Recreation Department will begin the process of purchasing and adding the new equipment to the park.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The draft substantial amendment to the Program Year 2020 Annual Action Plan has been available for public comment since May 28, 2024. Public comments are accepted through June 28, 2024. Notice of the public comment period and this public hearing was published in *The Pantagraph* on May 10, 2024. The draft substantial amendment has been available on the City's website, the Bloomington Public Library, and The HUB. Additionally, notice of the public comment period was posted on the City's social media channels, included in the PATH-O-GRAM, and email communication to stakeholders.

**FINANCIAL IMPACT:** The substantial amendment approval would result in \$29,938.55 of budgeted expenditures in the Fiscal Year 2025 City budget under account code 22402450-79130-73000. Stakeholders can locate this budget in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 24.

**AMERICAN RESCUE PLAN FUNDING IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal HL-1 (Create a park and green space system that provides for wellness activities for current and future residents), Objective HL-1.2 (Protect, enhance, and maintain parks and green space equitably throughout the City.)

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

**ATTACHMENTS:**

[E&CD 1B CDBG Program Year 2020 Substantial Amendment Draft](#)

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

The City will utilize CDBG, City general funds, and other sources of funding to support the priorities outlined in this Consolidated Plan.

The public comment period for this Annual Action Plan substantial amendment will be available from 05/28/2024-06/28/2024. A public hearing will be held on 06/24/2024 during the regularly scheduled City Council meeting. Amendments to the Program Year 2020 Annual Action Plan are highlighted in yellow in this document.

## Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	559,429	30,000	285,393	874,822	2,320,000	Expected total for the remainder of the Con Plan is based on an average award of \$550,000 and \$30,000 in program income per year for years 2021, 2022, 2023 and 2024.
Other	public - federal	Economic Development Public Services	875,173	0	0	875,173	0	The City received a supplemental allocation from the CARES Act to prevent, prepare for, and respond to the coronavirus pandemic.

Table 1 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City will continue to leverage CDBG funding for housing rehabilitation with Illinois Housing Development (IHDA) funds. The City currently has two IHDA grants, the Single Family Rehabilitation (SFR) program and Home Accessibility Program (HAP). When rehabilitation costs are beyond the IHDA program limits, the City utilizes CDBG funds to complete the project. The City will apply for SFR and HAP funding as its made available throughout the Consolidated Plan period.

The City receives funding from IHDA's Abandoned Property Program (APP) as well. These funds are leveraged with CDBG and City general funds to support maintenance and demolition efforts on vacant, abandoned properties. Some eligible activities under APP are ineligible under CDBG guidelines and vice versa. Using both sources of funding allows the City to properly suitably the properties until disposition occurs. The City will apply for APP funding as needed to support the elimination of conditions of slum and blight.

The City will continue to leverage CDBG funding for housing rehabilitation with Illinois Housing Development (IHDA) funds. The City currently has two IHDA grants, the Single Family Rehabilitation (SFR) program and Home Accessibility Program (HAP). When rehabilitation costs are beyond the IHDA program limits, the City utilizes CDBG funds to complete the project. The City will apply for SFR and HAP funding as it's made available throughout the Consolidated Plan period.

The City receives funding from IHDA's Abandoned Property Program (APP) as well. These funds are leveraged with CDBG and City general funds to support maintenance and demolition efforts on vacant, abandoned properties. Some eligible activities under APP are ineligible under CDBG guidelines and vice versa. Using both sources of funding allows the City to properly suitably the properties until disposition occurs. The City will apply for APP funding as needed to support the elimination of conditions of slum and blight.

The City uses its CDBG public service funds to support Providing Access to Help's (PATH) Homeless Services Program. PATH utilizes these funds to meet the local match requirements of the Continuum of Care program. CDBG funds cover a portion of the salary and benefits for Homeless Services Program staff. A portion of the City's CDBG-CV allocation will be utilized to support direct aid to residents. The program will be administered through a partnering agency and CDBG-CV funds will be leveraged with other funding sources, utilizing a coordinated process, to address unmet needs.

The City uses its General Fund to cover the cost of staff salary and benefits for the Grants Coordinator, Rehabilitation Specialist and a Support Staff IV position, greatly reducing the administrative and service delivery costs of the program.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

At any given time, the City owns a handful of properties slated for demolition. Once cleared, the properties are typically donated to Habitat for Humanity for in-fill development of affordable housing. When City-owned housing units do not meet the criteria for demolition, the property is donated to a local not-for-profit such as Youthbuild McLean County for rehabilitation and resale to an income-qualified household. The not-for-profit also has the option of renting to low- or moderate-income households. The City donates non-buildable, vacant lots to not-for-profits for use as green space.

**Discussion**

As with most communities, needs are always greater than available funding. The City will continue to collaborate with other local agencies, forming partnerships to leverage funding, in an attempt to address some of the most critical needs of the community. We will focus on programs and services that enhance the quality of life for low- and moderate-income residents. We will also continue to seek non-CDBG funding to meet priority need, as necessary.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preservation of existing affordable housing stock.	2020	2024	Affordable Housing Public Housing	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP	Accessibility Improvements Affordable Housing Preservation	CDBG: \$264,256	Rental units rehabilitated: 16 Household Housing Unit Homeowner Housing Rehabilitated: 25 Household Housing Unit
2	Elimination of slum and blight conditions.	2020	2024	Affordable Housing Non-Housing Community Development	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP	Crime Prevention and Awareness Affordable Housing Preservation	CDBG: \$188,902	Homeowner Housing Added: 3 Household Housing Unit Buildings Demolished: 4 Buildings

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Support the provision of public service activities	2020	2024	Homeless Non-Homeless Special Needs Non-Housing Community Development	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP	Job Training and Workforce Development Homeless Services Renter Assistance Senior Services	CDBG: \$84,744	Public service activities other than Low/Moderate Income Housing Benefit: 1280 Persons Assisted Homelessness Prevention: 220 Persons Assisted
4	Provide quality services and facilities.	2020	2024	Non-Homeless Special Needs Non-Housing Community Development	WBRP Service Area LMA Regeneration Area - Outside WBRP	Job Training and Workforce Development Renter Assistance Accessibility Improvements Parks and Community/Recreation Centers Sidewalk Improvements	CDBG: \$180,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 4800 Persons Assisted
5	Administer CDBG effectively and proficiently.	2020	2024	Affordable Housing Public Housing Non-Housing Community Development	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP	Housing Discrimination Services	CDBG: \$66,000	Other: 0 Other

Annual Action Plan  
2020-AMENDMENT DRAFT

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	COVID-19 Prevention, Preparation, and Response	2019	2021	Affordable Housing Business Support/Economic Development	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP	Affordable Housing Preservation Business Support	CDBG: \$90,920 CDBG-CV: \$875,173	Public service activities for Low/Moderate Income Housing Benefit: 100 Households Assisted Homeless Person Overnight Shelter: 15 Persons Assisted Businesses assisted: 70 Businesses Assisted  Park Improvement activities: 525 households assisted

Table 2 – Goals Summary

## Goal Descriptions

<b>1</b>	<b>Goal Name</b>	Preservation of existing affordable housing stock.
	<b>Goal Description</b>	<p>The preservation of the existing affordable housing stock will be conducted throughout the 2020 Annual Action Plan. The City will perform housing rehabilitation through 0% interest, deferred payment loans. Loan amounts are typically capped at \$25,000 and include hard costs only. Soft costs will be covered under Rehabilitation Service Delivery. The loan program is currently available to single-family, owner-occupied households meeting income eligibility guidelines. Grants to homeowners will be made available under special circumstances. Habitat for Humanity will receive a grant to support its A Brush with Kindness program, which provides exterior rehabilitation for income-qualified households.</p> <p>The City will support Bloomington Housing Authority and not-for-profits organizations providing housing opportunities for low- and moderate income households and/or special populations, as needed. The City will continue its partnership with AMBUCS to build accessibility ramps during the 2020 program year CDBG will be leveraged with other resources such as the Illinois Housing Development Authority's Single Family Rehabilitation and Home Accessibility Program, when appropriate.</p>
<b>2</b>	<b>Goal Name</b>	Elimination of slum and blight conditions.
	<b>Goal Description</b>	<p>The City will address the elimination of slum and blight conditions throughout the 2020 Annual Action Plan. Demolition and clearance activities will be limited to residential properties. Rehabilitation will always be considered prior to demolition. When the property does not meet rehabilitation criteria, the City will make every attempt to replace the blighted unit(s) with new affordable housing through property donation to Habitat for Humanity. Properties that do not meet Habitat's criteria may be offered to adjacent property owners or donated to local not-for-profits for green space. CDBG will be leveraged with other resources such as the Illinois Housing Development Authority's Abandoned Property Program, when appropriate.</p>

<b>3</b>	<b>Goal Name</b>	Support the provision of public service activities
	<b>Goal Description</b>	The City will support local not-for-profit organizations dedicated to providing services to low- and moderate-income residents and other special populations throughout the 2020 Annual Action Plan. Programs supported in Program Year 2020 include PATH's Homeless Services and Emergency Grants programs, West Bloomington Revitalization Project, Recycling Furniture for Families, Peace Meals and Dreams Are Possible. Services provided through these projects address the following high priority funding areas: homeless services, renter assistance, senior services, job training and workforce development and programs for the WBRP target area.
<b>4</b>	<b>Goal Name</b>	Provide quality services and facilities.
	<b>Goal Description</b>	The City will address the provision of quality City services and public facilities for all residents throughout the 2020 Annual Action Plan. Funding will be utilized to support accessibility improvements on the lower level of Mid Central Community Action's NextStep Financial Opportunity Center. Funds will also support playground upgrades at Oak Park and sidewalk improvements in West Bloomington.
<b>5</b>	<b>Goal Name</b>	Administer CDBG effectively and proficiently.
	<b>Goal Description</b>	The City will strive to implement the programs and activities throughout the 2020 Annual Action Plan in the most cost-effective, efficient and logical manner possible. Through the Administration and Planning goal, the City will support fair housing initiatives, Section 3 opportunities, regional housing planning efforts and general administration of the annual CDBG grants.
<b>6</b>	<b>Goal Name</b>	COVID-19 Prevention, Preparation, and Response
	<b>Goal Description</b>	The City will utilize CDBG and CDBG-CV funding to respond to the COVID-19 pandemic's effects on housing, food, health, child care, and businesses.

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The projects identified under this Annual Action Plan were chosen based on consultation completed during the development of the 2020-2024 Consolidated Plan.

#### Projects

#	Project Name
1	Homeowner Housing Assistance
2	Rental Housing Rehabilitation
3	Rehabilitation Service Delivery
4	Residential Demolition
5	Public Services
6	Parks and Recreation Center Improvements
7	Sidewalk Improvements
8	Non-Profit Building Improvements
9	CDBG General Administration
10	CDBG Administrative Programs
11	CDBG Planning
12	COVID-19 Response

Table 3 - Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Funds have been allocated based on needs identified during consultation for the 2020-2024 Consolidated Plan. The City accepted applications for assistance under this Annual Action Plan. Many of the activities proposed for this action plan were selected based on recommendations from outside grant reviewers. Funds were allocated in a way that staff felt would remain true to the mission of CDBG as well as the consultation process. Public Service funding is capped at 15% per federal regulations. Although regulations cap administration funding 20%, funds allocated under this Annual Action Plan represent less than 10% of the total budget, providing the opportunity for more funding to support programs and services benefitting Bloomington's residents.

Available funding is, as always, the primary obstacle to addressing underserved needs. The needs far exceed the funding available to address them. Staff will continue to look for funding sources outside of CDBG to address the highest priorities identified in the Consolidated Plan. However, new

staff position(s) are necessary to implement programs supported under new funding opportunities.

## **AP-38 Project Summary**

### **Project Summary Information**

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<b>1</b>	<b>Project Name</b>	Homeowner Housing Assistance
	<b>Target Area</b>	WBRP Service Area LMA Regeneration Area - Outside WBRP
	<b>Goals Supported</b>	Preservation of existing affordable housing stock.
	<b>Needs Addressed</b>	Accessibility Improvements Affordable Housing Preservation
	<b>Funding</b>	CDBG: \$201,406
	<b>Description</b>	Activities completed under this project will include moderate rehabilitation, accessibility improvements and facade improvements at owner-occupied housing units. Owners will meet income qualifications.
	<b>Target Date</b>	4/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	All homeowners assisted through this project will meet HUD income guidelines. The City estimates completing 25 activities under this project.
	<b>Location Description</b>	Homeowner applications are accepted on a rolling cycle. There is not a waiting list at this time.
	<b>Planned Activities</b>	Homeowner requests for housing rehabilitation vary depending on specific needs. Work performed under this project will likely include roof, siding, door and window replacement; new soffit, fascia and gutters; new HVAC plumbing and electrical; and emergency water and sewer line replacement. Homeowner assistance is provided through a 0% interest, deferred interest mortgage. Homeowner grants are available under very limited circumstances, typically for construction of accessibility ramps and facade repairs completed through subrecipient agreement(s).
<b>2</b>	<b>Project Name</b>	Rental Housing Rehabilitation
	<b>Target Area</b>	WBRP Service Area
	<b>Goals Supported</b>	Preservation of existing affordable housing stock.
	<b>Needs Addressed</b>	Affordable Housing Preservation
	<b>Funding</b>	CDBG: \$37,850

	<b>Description</b>	Rental housing rehabilitation assistance will be limited to housing owned by the Bloomington Housing Authority or a not-for-profit organization. At least 51% of units must be occupied by income-qualified households.
	<b>Target Date</b>	4/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Sixteen extremely-low and low-income households. All residents are age 18 or older.
	<b>Location Description</b>	816 W. Washington St., Bloomington, IL
	<b>Planned Activities</b>	The Bloomington Housing Authority will receive funding to support replacement of the boiler system at Nierstheimer Apartments.
<b>3</b>	<b>Project Name</b>	Rehabilitation Service Delivery
	<b>Target Area</b>	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	<b>Goals Supported</b>	Preservation of existing affordable housing stock.
	<b>Needs Addressed</b>	Affordable Housing Preservation
	<b>Funding</b>	CDBG: \$25,000
	<b>Description</b>	This project will cover expenses related to the delivery of all rehabilitation programs performed under this Annual Action Plan. Expenses may include but not be limited to: staff expenses, postage, office supplies, advertising, printing and environmental testing and clearance.
	<b>Target Date</b>	4/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Activities will benefit beneficiaries of all housing rehabilitation projects, estimated at 25 owner-occupied housing units and 16 rental units. All households will meet income guidelines.
	<b>Location Description</b>	NA
	<b>Planned Activities</b>	No activities outside of Rehabilitation Service Delivery will occur under this project.
	<b>Project Name</b>	Residential Demolition

<b>4</b>	<b>Target Area</b>	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	<b>Goals Supported</b>	Preservation of existing affordable housing stock. Elimination of slum and blight conditions.
	<b>Needs Addressed</b>	Affordable Housing Preservation
	<b>Funding</b>	CDBG: \$188,902
	<b>Description</b>	The City will address the elimination of slum and blight conditions throughout this Annual Action Plan. Demolition and clearance activities will be limited to residential properties. Rehabilitation will always be considered prior to demolition. When a property does not meet rehabilitation criteria, the City will make every attempt to replace the blighted unit(s) with new affordable housing through property donation to Habitat for Humanity or other partners. Properties that do not meet Habitat's criteria may be offered to adjacent property owners, donated to local not-for-profits for green space, or offered for sale to the public.
	<b>Target Date</b>	4/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	In an average year, the City will donate 3-4 properties to Habitat for new construction.
	<b>Location Description</b>	The lot selection has not yet occurred for the 2020 build season.
	<b>Planned Activities</b>	The City plans to complete 3 demolition and clearance activities for donation to Habitat. In turn, Habitat will build on 3-4 properties previously donated. There is typically a 1-2 year delay between demolition and construction. Two demolitions will be completed for the purpose of slum and blight elimination only. Service delivery costs, such as environmental testing, will be included under this project as well.
<b>5</b>	<b>Project Name</b>	Public Services
	<b>Target Area</b>	WBRP Service Area LMA Regeneration Area - Outside WBRP
	<b>Goals Supported</b>	Support the provision of public service activities

	<b>Needs Addressed</b>	Job Training and Workforce Development Homeless Services Renter Assistance Senior Services
	<b>Funding</b>	CDBG: \$84,744
	<b>Description</b>	The City will support local not-for-profit organizations dedicating to providing services to low- and moderate-income residents and other special populations throughout this Annual Action Plan.
	<b>Target Date</b>	4/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	PATH will serve 220 individuals at-risk of becoming homeless or currently experiencing homelessness. More than 1200 families will benefit from the other services provided through this project. All clients served will meet income guidelines.
	<b>Location Description</b>	<p>Below are the addresses for the agencies funded, In many cases, services are conducted outside of the agency's office.</p> <p>1311 W. Olive St., Bloomington 201 E. Grove St, Bloomington 515 N. Center, Bloomington 724 W. Washington, Bloomington 1003 Maple Hill Rd, Bloomington (Peace Meals Bloomington Kitchen)</p>
	<b>Planned Activities</b>	Homeless services will be supported through grants to PATH's Homeless Services and Emergency Services programs and Recycling Furniture for Families. Peace Meals services in-home delivered, congregate meals, and case management for seniors. Dreams Are Possible provides job training and workforce development programs for low-income women. WBRP provides a wide variety of services for West Bloomington residents, including The Tool Library, Bike Co-op, Veggie Oasis, community workshops and community gardens.
6	<b>Project Name</b>	Parks and Recreation Center Improvements
	<b>Target Area</b>	LMA Regeneration Area - Outside WBRP
	<b>Goals Supported</b>	Provide quality services and facilities.
	<b>Needs Addressed</b>	Parks and Community/Recreation Centers
	<b>Funding</b>	CDBG: \$70,000

	<b>Description</b>	This project will support improvements to parks and recreation centers serving low- and moderate-income residents.
	<b>Target Date</b>	4/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Households within 1/2 mile of Evergreen Park, estimated at 500.
	<b>Location Description</b>	1514 N. Cottage, Bloomington, IL
	<b>Planned Activities</b>	Improvements to Evergreen Park including new playground equipment and basketball courts.
7	<b>Project Name</b>	Sidewalk Improvements
	<b>Target Area</b>	WBRP Service Area
	<b>Goals Supported</b>	Provide quality services and facilities.
	<b>Needs Addressed</b>	Accessibility Improvements Sidewalk Improvements
	<b>Funding</b>	CDBG: \$80,000
	<b>Description</b>	This project will support sidewalk improvements in low- and moderate-income area.
	<b>Target Date</b>	4/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	Sidewalk improvements will be completed primarily within the WBRP Service Area. Improvements along W. Market will be completed first. If funding remains, improvements along W. Washington and W. Front may also occur.
	<b>Planned Activities</b>	Sidewalk replacement, including ADA ramps, in the WBRP Service Area.
8	<b>Project Name</b>	Non-Profit Building Improvements
	<b>Target Area</b>	LMA Regeneration Area - Outside WBRP
	<b>Goals Supported</b>	Provide quality services and facilities.

	<b>Needs Addressed</b>	Accessibility Improvements Business Support
	<b>Funding</b>	CDBG: \$30,000
	<b>Description</b>	This project will support improvements to buildings owned by not-for-profit organizations, are open to the public, and serve primarily low- and moderate-income residents.
	<b>Target Date</b>	4/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	300 low- and moderate-income residents will benefit from this building improvement.
	<b>Location Description</b>	1301 W. Washington St., Bloomington, IL
	<b>Planned Activities</b>	Mid Central Community Action will receive a grant to support rehabilitation of a portion of its Bloomington office for the purpose of ADA compliance.
<b>9</b>	<b>Project Name</b>	CDBG General Administration
	<b>Target Area</b>	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	<b>Goals Supported</b>	Preservation of existing affordable housing stock. Elimination of slum and blight conditions. Support the provision of public service activities Provide quality services and facilities. Administer CDBG effectively and proficiently.

	<b>Needs Addressed</b>	Crime Prevention and Awareness Job Training and Workforce Development Homeless Services Housing Discrimination Services Renter Assistance Senior Services Youth Services Accessibility Improvements Affordable Housing Preservation Business Support Parks and Community/Recreation Centers Sidewalk Improvements Water and Sewer Improvements COVID-19 Response/CDBG-CV
	<b>Funding</b>	CDBG: \$11,000
	<b>Description</b>	This project will support general administration of the CDBG program throughout this Annual Action Plan. Expenses may include but not be limited to: staff expenses, postage, office supplies, grants management software, advertising and postage.
	<b>Target Date</b>	4/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Program beneficiaries will be reported under other projects.
	<b>Location Description</b>	Administrative activities will occur within the Community Development Department, located at 115 E. Washington St., Bloomington, IL
	<b>Planned Activities</b>	Grant administration will be the only activity under this project.
10	<b>Project Name</b>	CDBG Administrative Programs
	<b>Target Area</b>	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	<b>Goals Supported</b>	Administer CDBG effectively and proficiently.
	<b>Needs Addressed</b>	Job Training and Workforce Development Housing Discrimination Services
	<b>Funding</b>	CDBG: \$25,000

	<b>Description</b>	This project will support programs addressing administrative requirements of the CDBG program such as fair housing and Section 3 training.
	<b>Target Date</b>	4/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This project will support activities benefiting 42 low- and moderate-income residents. The majority will be renters.
	<b>Location Description</b>	Planning is underway for Section 3 training opportunities for public housing residents. Fair housing services will be offered through Prairie State Legal Services' Bloomington office at 201 W. Olive St.
	<b>Planned Activities</b>	The City will partner with the Bloomington Housing Authority to offer a series of job- and life-skills training opportunities and a job fair for public housing and Housing Choice Voucher Program participants. Prairie State Legal Services will be the lead agency on a fair housing program, which will include a housing discrimination testing program.
11	<b>Project Name</b>	CDBG Planning
	<b>Target Area</b>	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	<b>Goals Supported</b>	Preservation of existing affordable housing stock.
	<b>Needs Addressed</b>	Affordable Housing Preservation
	<b>Funding</b>	CDBG: \$30,000
	<b>Description</b>	This project will support planning for regional housing initiatives and other projects supported through this Annual Action Plan.
	<b>Target Date</b>	4/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This project will support planning only. No direct services will be provided.
	<b>Location Description</b>	McLean County Regional Planning Commission, 115 E. Washington St, Bloomington, IL

	<b>Planned Activities</b>	McLean County Regional Planning Commission (MCRPC) will serve as the lead agency for the Regional Housing Staff Advisory Committee. MCRPC will coordinate the Affordable and Supportive Housing Committee; serve as the hub for regional housing data through the Housing Dashboard; educate policy-makers, stakeholders and the general public on affordable housing issues through a series of white-papers; assist with Consolidated Plan implementation; and support City staff with housing initiatives, as request.
12	<b>Project Name</b>	COVID-19 Response
	<b>Target Area</b>	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	<b>Goals Supported</b>	COVID-19 Prevention, Preparation, and Response
	<b>Needs Addressed</b>	Homeless Services Renter Assistance Affordable Housing Preservation Business Support COVID-19 Response/CDBG-CV Park Improvements
	<b>Funding</b>	CDBG: \$90,920 CDBG-CV: \$875,173
	<b>Description</b>	This project will support the City's response to the COVID-19 pandemic.
	<b>Target Date</b>	9/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	125 low and moderate income (LMI) households 25 non-LMI households 25 homeless individuals 525 LMI households for park improvements
	<b>Location Description</b>	TBD. Park improvement funds will be used at 713.5 East Empire Street Bloomington, IL 61701 for the Empire Junction Park.

	<b>Planned Activities</b>	<p>The City will support a program to provide direct aid to residents. Eligible services may include but not be limited to assistance with rent/mortgage, utilities, medical expenses, and child care. Payments will be made directly to providers, will not exceed 3-months and will address unmet needs.</p> <p>Business support will be offered through a grant program, available to businesses with 25 or fewer employees. Grants will address unmet needs.</p> <p>The park improvement activity will add exercise and other equipment to increase outdoor recreation activities at Empire Junction Park. Some of this equipment will be accessible for community members with different abilities. The equipment installed at the park will allow community members to have increased outdoor recreation opportunities at the park during increases of COVID-19 transmission rates. Currently, the park provides limited opportunities for community members to exercise using proper COVID-19 health protocols. The improvement will better allow community members to exercise and follow COVID-19 health protocols.</p>
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## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

West Bloomington has a higher concentration of low-income and minority households than many other areas within the City. Housing is comprised of 2/3 rental and 1/3 owner-occupied with most of the housing units at least 100 years old. Infrastructure is aging and in need of replacement.

#### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
LMA Preservation Area	2
WBRP Service Area	64
LMA Regeneration Area - Outside WBRP	34

**Table 4 - Geographic Distribution**

#### **Rationale for the priorities for allocating investments geographically**

During the outreach process conducted for the development of the 2020-2024 Consolidated Plan, West Bloomington was identified as the area most in need of revitalization. The WBRP Service Area encompasses a smaller target area formerly identified as the City's designated slum/blight area.

#### **Discussion**

The distribution between the WBRP Service Area and LMA Regeneration Area - Outside WBRP may vary depending on the locations of housing rehabilitation projects. The above breakdown is estimated on 75% of housing rehabilitation projects being completed in the WBRP Service Area and 20% in the Regeneration Area.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

Although CDBG cannot be used for new construction, the City will support affordable housing preservation through several of the projects identified in this Annual Action Plan.

<b>One Year Goals for the Number of Households to be Supported</b>	
Homeless	5
Non-Homeless	156
Special-Needs	16
Total	177

Table 5 - One Year Goals for Affordable Housing by Support Requirement

<b>One Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	130
The Production of New Units	4
Rehab of Existing Units	41
Acquisition of Existing Units	2
Total	177

Table 6 - One Year Goals for Affordable Housing by Support Type

#### Discussion

The total number of households supported through this Annual Action Plan are based on the estimated numbers served through the following projects:

Rental Assistance (COVID) (125)

Rental Assistance at Mayor's Manor (5 Units)

New Habitat Homes (3 Units)

Homeowner Assistance (Rehabilitation) (25 Units)

Rental Housing Assistance (Rehabilitation) (16 Units)

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Bloomington Housing Authority is committed to providing quality housing and services to its public housing and Housing Choice Voucher Program residents.

### **Actions planned during the next year to address the needs to public housing**

The Bloomington Housing Authority is not required to increase the number of accessible units.

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

The Housing Authority provides several ongoing opportunities for resident involvement. The Housing Authority has a resident services department with three full-time and one part-time employee. Resident engagement is a significant part of this department's responsibilities.

The resident services department facilitates BHA-sponsored events such as a Health and Resource Fair, on-site employment and job-readiness training, and after-school tutoring in two different computer labs at public housing sites. In addition to offering specific "in-house" resources, the Housing Authority collaborates with local partners on multiple events. These activities are opportunities for engagement in the Bloomington-Normal community, building ties among neighbors, and promoting self-advocacy. With a full-time elderly service coordinator staffed at Wood Hill Towers, elderly, disabled, and near-elderly residents have even more opportunities for resident involvement in social and community-oriented activities.

Currently there are no active resident councils at the Housing Authority. However, the Housing Authority is required to convene a Resident Advisory Board each year as part of the process in adopting its annual PHA plan. A public hearing is also conducted as part of this process, and it is well attended by residents, who offer their feedback and suggestions on Housing Authority goals, objectives, and programming for the coming years.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be**

## **provided or other assistance**

The Bloomington Housing Authority is not designated as “troubled”.

## **Discussion**

The City has a long-standing partnership with the Bloomington Housing Authority. Both organizations are members of the Regional Housing Advisory Staff Committee. The City has utilized CDBG for many years to fund job and life-skills training for public housing and Housing Choice Voucher residents and to support improvements to public housing buildings. These activities will continue during this Annual Action Plan.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The Central Illinois Continuum of Care is in the process of creating a new Strategic Plan for the next 3 years. We are in the beginning of that process. We plan to determine the specifics for each hub area, including McLean County. We will determine the challenges and barriers to homeless services and permanent stable housing, figure out what our goals are, and implement an action plan based on our collected data. Information regarding the Strategic Plan will come from important stakeholders in the Continuum as well as from those experiencing homelessness. For the latter, we will use consumer surveys to collect data as well as casual conversations to determine if the current arrangement of services are helping clients move on to stability in their lives.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

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

Through the Homeless Services CDBG program with the City of Bloomington, PATH reaches out to individuals and families experiencing homelessness that are unsheltered and in emergency shelters. Annually, the goal is to come in contact and assist 200 individuals and families per year. This involves making referrals to other agencies in the community and helping clients obtain work clothing once employment has been verified. Additionally, 80 people per year will get housing information and guidance. PATH keeps an up-to-date list of rental units in the community, which we are able to provide to clients that have an income and saving some money, especially when at an emergency shelter. While we talk about housing issues with all clients, at certain times we are able to be more specific about housing information guidance for those that are closer to becoming housed. Other actions about PATH's outreach team is to determine the barriers and challenges faced by unsheltered clients and provide this information to the CoC to determine if and how services should take these factors into account.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Consumer Surveys at emergency shelters and transitional housing projects are an important way to get information about the needs of clients. Needs are also identified during case management. The Consumer Survey has been updated and will be implemented during the 2020 Program Year, Annually, the emergency shelters' goals are to provide effective case management to all clients staying at their shelter. The goals in case management vary as the specific needs of clients vary but nearly always include referral to services and public benefits. Anyone experiencing homelessness in emergency shelter or transitional housing may receive assistance from PATH's outreach team. This team also helps connect clients with resources and benefits. Staff continue to recruit non-ESG and/or CoC funded agencies to engage with the CoC. This would allow the CoC to determine the specific needs of their

clients and have a more accurate and complete picture about the needs of those in transitional housing.

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

A current goal of the CoC, as a whole, is to get more programs that are not mandated to follow the Coordinated Entry (CE) to participate in our system. For example, there are several transitional housing programs that are not CoC or ESG funded that do not pull from their CE Prioritization List. The goal is to get them to participate at a minimum level first. What this means is that they have access to the Prioritization List but can choose whether or not to use it. Having greater participation in the CE system can help the CoC house those identified as most vulnerable much faster. Currently, the CE system is hampered by the lack of housing opportunities to which referrals can be made.

The Central Illinois CoC also plans on improving its System Performance Measures, as part of their Strategic Plan. This would provide data to better understand how and where improvements are needed in service delivery.

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

The goal of all CoC and ESG funded activities is to connect clients to appropriate services. So even if they enter into the CE system at the wrong place, they are given a referral to connect with the right resources for their given needs. That may be a referral to the Salvation Army, PATH's Homeless Services, or PATH's 211 call center. Our current goal in the CoC is to strengthen our partnerships with agencies that discharge clients (e.g., health care facilities, mental health, corrections). Currently, those referrals are made from discharging institutions, but a greater effort is being made to get them knowledgeable about CoC policy and to find gaps in services or determine if certain referrals are not successful.

## **Discussion**

The Central Illinois CoC is starting to work on a new Strategic Plan. With new leadership in the Continuum, it is working to determine gaps in services, what works, and what does not. Baseline data will be collected to better determine where things are at and that can be used to determine how to

move forward. New goals and expectations will be implemented. As a result of this, the CoC will determine how to best allocate limited funds to help alleviate and end homelessness in the Bloomington-Normal area.

## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction:

The City strives to eliminate barriers to affordable housing throughout this Annual Action Plan and beyond. Affordable housing issues are addressed throughout several projects to be implemented during the first year of the 2020-2024 Consolidated Plan period. Staff will continue to seek new opportunities beyond those discussed below.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City operates homeowner housing rehabilitation programs for low- and moderate-income income residents. These programs help homeowners complete critical repairs to their homes. Many homeowners can afford their regular monthly expenses but are unable to pay for large ticket items. By offering 0% interest terms under deferred payment and five-year forgivable loans, homeowners can maintain the affordability of their current housing.

The City waives all building permit and inspection fees for any non-profit organization building or rehabilitating affordable housing for low- and moderate-income residents. This policy extends to all private contractors performing rehabilitation work under CDBG- or IHDA-funded projects.

In August 2015, the City of Bloomington adopted its current Comprehensive Plan with goals aimed at reducing barriers to affordable housing. While the Plan is not policy, it serves as a guide for policy decisions. In 2016, the City began the process of updating the Zoning Ordinance, adopted in 1960, to incorporate recommendations from the Comprehensive Plan. The ordinance regulates development and protects the health, safety and welfare of the public. During the update process, the City evaluated lot sizes, densities, and uses that may influence a buyer's ability to finance a home, the quality of housing stock in the City, and resident proximity to resources. The Comprehensive Plan encourages future infill-development opportunities and provides a tiered system for prioritizing development.

During the outreach process for this Plan, the development of a Landlord Loss Program was mentioned frequently. The City is currently exploring this idea for possible implementation in the future. Landlords willing to rent to high risk renters meeting income guidelines would have access to funding to perform repairs if damages occur and/or rent payments if rent is in arrears. It is unclear at this time how such a program would operate or if it is feasible with available resources.

Low Income Housing Tax Credits (LIHTC) are one tool developers use to lower the cost of developing housing affordable. The application process for LIHTC is very competitive with a limited number of projects approved annually. The Regional Housing Staff Committee has met with the Local Initiatives

Support Corporation (LISC) and IHDA to discuss ways to assist developers with the LIHTC application process to increase the likelihood of LIHTC awards in our community. When a LIHTC application is selected to move to Step 2 of the approval process, the developer must obtain a Certificate of Consistency with the Consolidated Plan from the City's Community Development Department. If requested, the City may also provide a mayoral letter of support for the project.

The Staff Committee is working with LISC to develop a plan to preserve existing LIHTC and Project-Based Rental Assistance (PRBA) units. An inventory of income-qualified housing units supported by programs, such as LIHTC and PRBA, was created in 2019 to assist with tracking contract expiration dates. The Committee's next step is to develop a strategy for the preservation of these units.

**Discussion:**

The City will continue to look at policy changes and other programs than can further reduce barriers to affordable housing. The City's response to the COVID-19 pandemic includes rent, mortgage and utility assistance for both LMI households and those over-income. Support is also available to assist with medical bills and child care.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

The City endeavors to plan its annual program based on how to best meet the needs of the community while staying within the federal regulations for the Community Development Block Grant. When services are needed but cannot be provided directly by the City, partnerships are created/maintained to ensure the services are available to those most in need.

### **Actions planned to address obstacles to meeting underserved needs**

The City always maximizes its funding to public services so that as many agencies serving vulnerable populations as possible are supported. Staff continue to look for funding resources outside of CDBG to further address the needs of special populations such as disabled and elderly homeowners. The 2020-2024 Consolidated Plan and this Annual Action Plan priority resources for West Bloomington residents.

Staff will continue to serve on committees and work groups that address the housing needs of low and moderate income families. The City will remain the fiscal agent for the McLean County Continuum of Care, which addresses the needs of the City's homeless. The John M. Scott Health Care Trust provides funding to local service providers to ensure individuals without adequate, affordable healthcare have access to quality health services. The City's Grants Coordinator serves as the Staff Administrator to the Trust, a liaison between the John M. Scott Commission and the City. In FY2020/FY2021, the Commission, with Trustee approval, awarded more than \$500,000 in grants to local agencies providing health care services to the underserved.

### **Actions planned to foster and maintain affordable housing**

Preservation of the existing affordable housing stock and creation of new affordable housing through demolition and clearance are high priorities identified within this Annual Action Plan. In fact, nearly 50% of funding will be dedicated to these projects. Additionally, the City will continue its participation in the Regional Housing Staff Advisory Committee and the Affordable and Supportive Housing Committee. One of the continuing initiatives of the Regional Housing Staff Advisory Committee is to inventory all income-qualified housing in McLean County and track contract expiration dates. These units are a significant portion of the affordable housing stock, especially for those households with

extremely-low and low-incomes.

The City's COVID-19 response includes funding dedicated to assist both LMI and non-LMI households to maintain their housing despite a loss of income due to the pandemic. Funding is available for all income levels to assist with up to 3 months of rent/mortgage and utilities.

### **Actions planned to reduce lead-based paint hazards**

All CDBG contractors are required to maintain Renovation, Repair and Painting (RRP) certification. The City offers all CDBG approved contractors the opportunity to attend the RRP certification training every five years at no cost to the contractor. The next training will be held in April 2025. Additionally, the City's Rehab Specialist will maintain all necessary licenses and certifications to ensure that lead-based paint safety practices and regulations are being strictly adhered to on all CDBG projects. The Community Development Department will partner with the City's Public Works/Water Department starting May 1, 2020 to offer grants to homeowner to replace lead service lines. The City is serving as lead agency on a new Healthy Housing Team that will look at lead and other home hazards affecting the health of our residents. The City intends to apply for the HUD Lead Hazard Control and Healthy Housing grants in 2020.

### **Actions planned to reduce the number of poverty-level families**

The City will continue to support the Bloomington Housing Authority's job and life-skills training program annually. The program offers job training and a job fair each year for public housing residents and Housing Choice Voucher recipients. Past training topics have included Microsoft Office Suite, how to write a resume, interview skills, and money management and budgeting. The training(s) and job fair are designed to foster job and life skills required for the local workforce and increase facetime with the businesses most likely to employ individuals with those skills. The City is also supporting Dreams Are Possible with public service dollars. Dreams Are Possible is a new program that provides low-income women the opportunity to learn a skilled-trade and, thusly, earn a living wage.

Homeownership is traditionally the greatest source of an individual's wealth. The City's Homeowner Rehabilitation Program provides low and moderate income homeowners the opportunity to preserve their greatest asset. Income-qualified households can receive assistance through a 0% interest, deferred loan allowing the family to increase the value of their home without increasing their monthly bills. The City also offers housing rehabilitation through the Illinois Housing Development Authority's (IHDA) Single Family Rehabilitation program. Through this program, homeowners can receive up to \$45,000 in assistance through a 5-year forgivable loan.

### **Actions planned to develop institutional structure**

The City is a member of the local Invest Health Team, formed to look at the built environment and how it affects the health and well-being of City residents. Through this project, the team is looking at a

variety of issues affecting the health of residents in the City's 61701 zip code. This area is classified as a food desert and has limited options for healthcare. Currently, the team is exploring options for increasing access to fresh, healthy foods. Housing has been identified as an area of concern by the Invest Health team as well. The City was one of six cities in the nation to receive a National League of Cities Healthy Housing Forum technical assistance grant. Through this opportunity, the City will create an action plan to improve the health of our residents by creating healthier housing. Staff will continue to foster new partnerships that will improve the institutional delivery structure of CDBG, its priorities and other community development programs.

**Actions planned to enhance coordination between public and private housing and social service agencies**

The City will continue to support the McLean County Continuum of Care, which consists of representatives from social service agencies and public housing. As a member of the Regional Housing Staff Advisory Committee, the City participates in a variety of initiatives designed to increase communication between all types of housing and service providers.

**Discussion:**

The City will continue to seek additional funding to support local programs in ways that CDBG is unable to do so. Interagency collaboration has been referenced throughout this Plan and will remain a key component of the City's strategy to meet the needs of the community.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

The City makes every attempt to utilize program income within the same program year it is received. Section AP-15 Expected Resources Table 5 shows \$30,000 in estimated program income, which has been budgeted to projects within this Annual Action Plan.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	98,734
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	85.00%

**Housing Trust Fund (HTF)**  
**Reference 24 CFR 91.220(l)(5)**

**1. Distribution of Funds**

- a. Describe the eligibility requirements for recipients of HTF funds (as defined in 24 CFR § 93.2).
- b. Describe the jurisdiction's application requirements for eligible recipients to apply for HTF funds.
- c. Describe the selection criteria that the jurisdiction will use to select applications submitted by eligible recipients.
- d. Describe the jurisdiction's required priority for funding based on geographic distribution, which is a description of the geographic areas of the State (including areas of low-income and minority concentration) in which it will direct assistance during the ensuing program year.
- e. Describe the jurisdiction's required priority for funding based on the applicant's ability to obligate HTF funds and undertake eligible activities in a timely manner.
- f. Describe the jurisdiction's required priority for funding based on the extent to which rents for units in the rental project are affordable to extremely low-income families.
- g. Describe the jurisdiction's required priority for funding based on the financial feasibility of the project beyond the required 30-year period.
- h. Describe the jurisdiction's required priority for funding based on the merits of the application in meeting the priority housing needs of the jurisdiction (such as housing that is accessible to transit or employment centers, housing that includes green building and sustainable development features, or housing that serves special needs populations).

- i. Describe the jurisdiction's required priority for funding based on the location of existing affordable housing.
- j. Describe the jurisdiction's required priority for funding based on the extent to which the application makes use of non-federal funding sources.

2. Does the jurisdiction's application require the applicant to include a description of the eligible activities to be conducted with HTF funds?

3. Does the jurisdiction's application require that each eligible recipient certify that housing units assisted with HTF funds will comply with HTF requirements?

4. **Performance Goals and Benchmarks.** The jurisdiction has met the requirement to provide for performance goals, consistent with the jurisdiction's goals established under 24 CFR 91.215(b)(2), by including HTF in its housing goals in the housing table on the SP-45 Goals and AP-20 Annual Goals and Objectives screens.

5. **Rehabilitation Standards.** The jurisdiction must establish rehabilitation standards for all HTF-assisted housing rehabilitation activities that set forth the requirements that the housing must meet upon project completion. The jurisdiction's description of its standards must be in sufficient detail to determine the required rehabilitation work including methods and materials. The standards may refer to applicable codes or they may establish requirements that exceed the minimum requirements of the codes. The jurisdiction must attach its rehabilitation standards below. If the jurisdiction will not use HTF funds for the rehabilitation of housing, enter "N/A".

In addition, the rehabilitation standards must address each of the following: health and safety; major systems; lead-based paint; accessibility; disaster mitigation (where relevant); state and local codes, ordinances, and zoning requirements; Uniform Physical Condition Standards; Capital Needs Assessments (if applicable); and broadband infrastructure (if applicable).

6. **Resale or Recapture Guidelines.** Below, the jurisdiction must enter (or attach) a description of the guidelines that will be used for resale or recapture of HTF funds when used to assist first-time homebuyers. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

**7. HTF Affordable Homeownership Limits.** If the jurisdiction intends to use HTF funds for homebuyer assistance and does not use the HTF affordable homeownership limits for the area provided by HUD, it must determine 95 percent of the median area purchase price and set forth the information in accordance with §93.305. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter “N/A”.

**8. Limited Beneficiaries or Preferences.** Describe how the jurisdiction will limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population to serve unmet needs identified in its consolidated plan or annual action plan. If the jurisdiction will not limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population, enter “N/A.”

Any limitation or preference must not violate nondiscrimination requirements in § 93.350, and the jurisdiction must not limit or give preferences to students. The jurisdiction may permit rental housing owners to limit tenants or give a preference in accordance with § 93.303 only if such limitation or preference is described in the action plan.

**9. Refinancing of Existing Debt.** Enter or attach the jurisdiction’s refinancing guidelines below. The guidelines describe the conditions under which the jurisdiction will refinance existing rental housing project debt. The jurisdiction’s refinancing guidelines must, at minimum, demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing. If the jurisdiction will not refinance existing debt, enter “N/A.”

**Discussion:**

The City's is selecting a 3-year consecutive designation to determine benefits to persons of low and moderate income starting with Program Year 2020/46. The City will set aside 30% of its CDBG-CV award for households who do not meet the LMI national objective. A separate activity will be set-up to track the urgent need funds.



## PUBLIC HEARINGS ITEM NO. 7.B.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** Ward 7

**SUBJECT:** Public Hearing on a Proposal Requesting the Vacation of the West 151.5 Feet of the East-West Alley between North Western Avenue and the North-South Alley to the East, as requested by the Department of Operations & Engineering Services.

**RECOMMENDED MOTION:** None; Presentation and Public Hearing Only.

**STRATEGIC PLAN LINK:**

Goal 4. Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 4e. Strong partnership with residents and neighborhood associations

**BACKGROUND:** The vacation described above is being proposed because it will advance the Comprehensive Plan objective to prioritize, with urgency, the revitalization of the neighborhoods in the regeneration area by conveying the land to the participating adjacent property owners, including the Western Avenue Community Center.

The City is prepared to retain ownership of 50.4 feet at the east end of the alley between 1206 West Locust Street and 1201 West Mulberry Street because the property owners declined the City's proposed conveyance of the property. Further, it is staff's understanding that the other property owners adjoining the east-west alley also have no interest in ownership of the 50.4 feet. The north-south alleyway adjacent to the east-end would remain as a public alley.

When determining to vacate a street or alley, the City Council must find that the following criteria are met, according to the attached Street and Alley Vacation Policy:

- A. ***The proposed vacation should be determined to be necessary to the public good either in terms of needed development or when such vacation will result in a better or more desirable situation. In some instances, a more desirable situation may be a better road pattern in terms of safety.*** The project is necessary to the public good because it will advance the Comprehensive Plan objective to prioritize, with urgency, the revitalization of the neighborhoods in the regeneration area by conveying the land to the participating adjacent property owners, including the Western Avenue Community Center. The adjacent Western Avenue Community Center is a community partner serving more than 2,000 families each year. Its programming and resources are vital to residents. The partial alley vacation will allow Western Avenue Community Center's expansion project to proceed. **The standard is met.**
- B. ***The right-of-way must be determined to be of no value to the City (excluding any market value) either now or in the foreseeable future. Such finding shall be based on significant, related criteria, such as prior use or disuse, potential for future***

*municipal use, need for existing or contemplated public utilities, perceived damage or potential damage to the adjacent or nearby property owners and the City's willingness to assume liability for the same.* No utilities are located in the alley, and all sign-off letters from the local utilities have been received. The alley is not utilized for any public function, and there is no plan for any public use of the alley. **The standard is met.**

- C. *The proposed vacation must not have a significant adverse effect on the security, accessibility or operations of nearby land uses. Projects that propose to dead-end an alley or street in the middle of the block, turn out street traffic through an alley, vacate half the width of a street or alley, create an irregular right-of-way or superlot, or vacate air rights, will not be granted.* Vacating the alley will not have a significant adverse effect. The east-west alley is not currently used, nor will there be any need for its use in the future. **The standard is met.**
- D. *Generally, right-of-way adjacent or leading to any park, open space, view, natural area, or any other natural or man-made attraction shall not be vacated. This determination shall be made on a case-by-case basis.* This alley does not serve a park, open space, or natural/man-made attraction. The alley vacation will not negatively impact views. **The standard is met.**

Staff finds that the partial alley vacation is for the public good and will allow the Western Avenue Community Center expansion project to proceed. Staff recommends approval of the partial alley vacation and the waiver of all fees required under Section IV Costs & Compensation [Amended 10-25-2021 by Ord. No. 2021-80] of the Street and Alley Vacation Policy. Section IV (E) allows the waiver of all fees when a street or alley vacation is requested by the City. Therefore, staff would recommend the waiver of all fees.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Notice of the public hearing was published in *The Pantagraph* on June 7, 2024. Notices were also sent by certified mail to the adjoining property owners and local utility providers.

**FINANCIAL IMPACT:** Staff recommends the waiver of all fees required under Section IV Costs & Compensation [Amended 10- 25 -2021 by Ord. No. 2021-80] of the Street and Alley Vacation Policy.

**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 (Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), Objective N-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the regeneration area)

Respectfully submitted for consideration.

Prepared by: Amy Overton, Project & Grant Manager

**ATTACHMENTS:**

[DOES 1B Ordinance with Exhibit A](#)

DOES 1C Ordinance Exhibit B  
DOES 1D Legal Affidavit of Posting  
DOES 1E Utility Sign-offs  
DOES 1F Street and Alley Vacation Policy

**ORDINANCE NO. 2024 - \_\_\_\_\_**

**AN ORDINANCE APPROVING THE VACATION OF THE WEST 151.5 FEET OF THE  
EAST-WEST ALLEY BETWEEN NORTH WESTERN AVENUE AND THE NORTH-SOUTH  
ALLEY TO THE EAST**

**WHEREAS**, the City recommended the vacation of the west 151.5 feet of the east-west alley located between North Western Avenue and the north-south alley to the east, legally described in Exhibit A, alley arial shown in Exhibit B, attached hereto and made part hereof by this reference; and

**WHEREAS**, the Bloomington City Council, after proper notice was given, conducted a public hearing on said vacation, on June 24, 2024; and

**WHEREAS**, the Department of Operations & Engineering Services, following said public hearing, made findings of fact that said recommendation meets the standards for granting alley vacation approval set forth in Bloomington City Code § 24-Attachment 1 – Street and Alley Vacation Policy; and

**WHEREAS**, it is reasonable to allow a partial alley vacation in this specific case even though two of the six adjoining property owners declined to participate in said vacation; and

**WHEREAS**, the vacation is for the public good and necessary for Western Avenue Community Center's expansion project to proceed; and

**WHEREAS**, Section IV (E) of the Street and Alley Vacation Policy allows the waiver of all fees when a street or alley vacation is requested by the City; Therefore, staff recommends the waiver of all fees; and

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

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

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

**SECTION 2.** That the portion of the alley legally described in Exhibit A and arial shown in Exhibit B is hereby vacated and all fees outlined in the Street and Alley Vacation Policy hereby waived.

**SECTION 3.** The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

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

**SECTION 5.** This Ordinance shall take effect immediately after its approval and publication as required by law.

**PASSED** this 24th day of June 2024.

**APPROVED** this \_\_\_\_ day of June 2024.

**CITY OF BLOOMINGTON**

**ATTEST**

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Mboka Mwilambwe, Mayor

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Leslie Smith-Yocum, City Clerk

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Western Avenue Community Center  
1210 West Locust Street  
PIN 21-05-252-016  
601-603 North Western Avenue  
PIN 21-05-252-009

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Jason Pascal  
1208 West Locust Street  
PIN 21-05-252-002

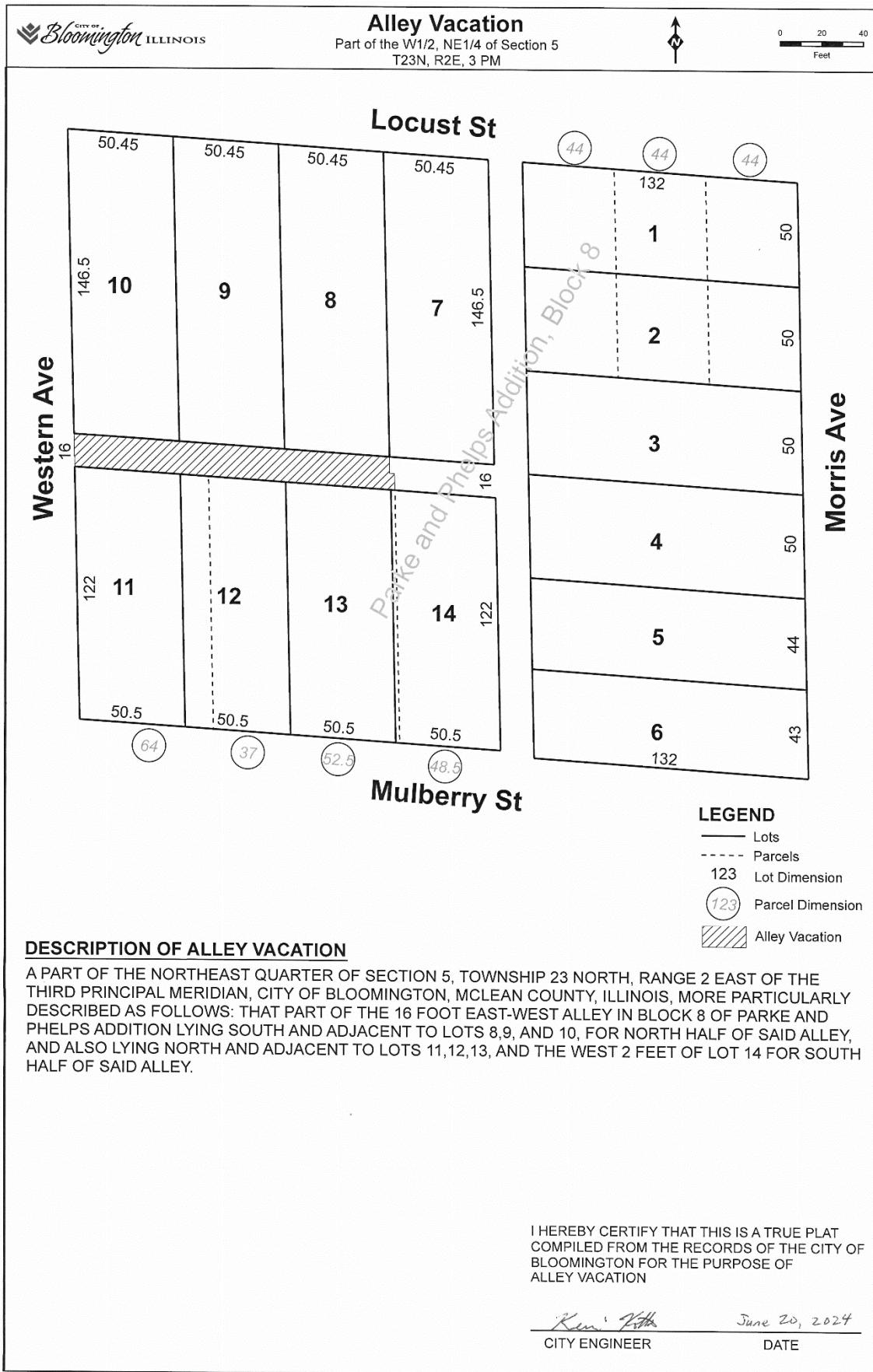
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Kaprice Grismore (Smith)  
1205 West Mulberry Street  
PIN 21-05-252-010

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Maple Hill Properties, LLC  
1203 West Mulberry Street  
PIN 21-05-252-011

## Exhibit A



## Exhibit B

## Alley Aerial



# The Pantagraph

## AFFIDAVIT OF PUBLICATION

State of Florida, County of Duval, ss:

Laquansay Nickson Watkins, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Pantagraph, a newspaper printed and published in the City of Bloomington, County of McLean, State of Illinois, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

### **PUBLICATION DATES:**

Jun. 7, 2024

**NOTICE ID:** JgwbaxTgObBysXYbs7sM

**PUBLISHER ID:** COL-8000560

**NOTICE NAME:** Western Ave Alley Vacation

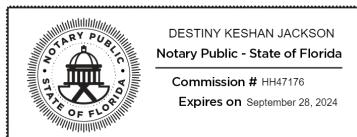
**Publication Fee:** 132.46

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

(Signed) *Laquansay Nickson Watkins*

### **VERIFICATION**

State of Florida  
County of Duval



Subscribed in my presence and sworn to before me on this: 06/11/2024

*Destiny K. Jackson*

Notary Public  
Notarized remotely online using communication technology via Proof.

## **BLOOMINGTON CITY COUNCIL CITY OF BLOOMINGTON NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Bloomington City Council will hold a public hearing on the 24th day of June, 2024, at 6:00 PM, on the proposed vacation of the east-west alleyway between N. Western Ave. and the north-south alleyway between W. Locust St. and W. Mulberry St. This meeting will be held in person in the Government Center Boardroom, 115 E. Washington St., 4th Floor, Room #400. The meeting packet will be available prior to the hearing on the City's website [www.bloomingtonil.gov](http://www.bloomingtonil.gov). Questions may be directed to 309-434-2288. Those persons wishing to provide testimony on any of the agenda items designated as a public hearing must appear in person. Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the meeting, should contact the City's ADA Coordinator at 309-434-2468 or [mhurt@cityblm.org](mailto:mhurt@cityblm.org).

6/7 COL-8000560



Crawford, Murphy & Tilly

October 28, 2023

Nicor Gas Company  
1844 Ferry Road  
Naperville, IL 60563

**Re: Alley Vacation**  
Western Avenue Community Center  
600 N. Western Avenue  
Bloomington, IL

Upon review of the proposed partial vacation of the existing east-west alleyway between Western Avenue & the north-south alleyway between IL Route 9 (Locust Street) and Mulberry Street (as shown in Exhibit A), Nicor Gas has no facilities with the existing alleyway proposed to be vacated and, therefore, has no objection to said vacation.

A handwritten signature in black ink that reads "Rebecca Luginbill".

Signature

Rebecca Luginbill

Name

Land Agent

Title

10/30/23

Date



Crawford, Murphy & Tilly

October 28, 2023

Metro Fibernet, LLC  
3701 Communications Way  
Evansville, IN

**Re: Alley Vacation**  
Western Avenue Community Center  
600 N. Western Avenue  
Bloomington, IL

Upon review of the proposed partial vacation of the existing east-west alleyway between Western Avenue & the north-south alleyway between IL Route 9 (Locust Street) and Mulberry Street (as shown in Exhibit A), Metro Fibernet has no facilities with the existing alleyway proposed to be vacated and, therefore, has no objection to said vacation.



Signature

Lori Kemper

Name

Residential Special Projects Coordinator

Title

11/10/2023

Date

548



Crawford, Murphy & Tilly

October 28, 2023

Frontier Communications  
Bloomington, IL

**Re: Alley Vacation**  
Western Avenue Community Center  
600 N. Western Avenue  
Bloomington, IL

Upon review of the proposed partial vacation of the existing east-west alleyway between Western Avenue & the north-south alleyway between IL Route 9 (Locust Street) and Mulberry Street (as shown in Exhibit A), Frontier has no facilities with the existing alleyway proposed to be vacated and, therefore, has no objection to said vacation.

A handwritten signature in black ink, appearing to read "Adam Gangloff".

Signature

Adam Gangloff

Name

Network Engineer

Title

11/03/2023

Date

October 28, 2023

Corn Belt Energy  
1 Energy Way  
Bloomington, IL 61705

**Re: Alley Vacation**  
Western Avenue Community Center  
600 N. Western Avenue  
Bloomington, IL

Upon review of the proposed partial vacation of the existing east-west alleyway between Western Avenue & the north-south alleyway between IL Route 9 (Locust Street) and Mulberry Street (as shown in Exhibit A), Corn Belt has no facilities with the existing alleyway proposed to be vacated and, therefore, has no objection to said vacation.



Signature

JAMES IVERS

Name

GIS ANALYST

Title

11/13/23

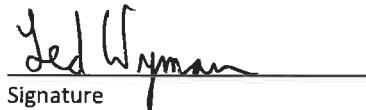
Date

October 28, 2023

Comcast Cable  
688 Industrial Drive  
Elmhurst, IL 60126

**Re: Alley Vacation**  
Western Avenue Community Center  
600 N. Western Avenue  
Bloomington, IL

Upon review of the proposed partial vacation of the existing east-west alleyway between Western Avenue & the north-south alleyway between IL Route 9 (Locust Street) and Mulberry Street (as shown in Exhibit A), Comcast has no facilities with the existing alleyway proposed to be vacated and, therefore, has no objection to said vacation.

  
Signature

TED WYMAN  
Name

RIGHT-OF-WAY ENGINEER  
Title

10/30/23  
Date



Crawford, Murphy & Tilly

October 28, 2023

CIRBN  
200 W Front Street, Suite 500A  
Bloomington, IL 61701

**Re: Alley Vacation**  
Western Avenue Community Center  
600 N. Western Avenue  
Bloomington, IL

Upon review of the proposed partial vacation of the existing east-west alleyway between Western Avenue & the north-south alleyway between IL Route 9 (Locust Street) and Mulberry Street (as shown in Exhibit A), CIRBN has no facilities with the existing alleyway proposed to be vacated and, therefore, has no objection to said vacation.

*TSprout*  
Signature

Tracy Sprout  
Name

Office Manager  
Title

11/02/2023  
Date

October 28, 2023

Campus Communications  
Pavlov Media

**Re: Alley Vacation**  
Western Avenue Community Center  
600 N. Western Avenue  
Bloomington, IL

City of Bloomington, IL:

Upon review of the proposed partial vacation of the existing east-west alleyway between Western Avenue & the north-south alleyway between IL Route 9 (Locust Street) and Mulberry Street (as shown in Exhibit A), Campus Communications has no facilities with the existing alleyway proposed to be vacated and, therefore, has no objection to said vacation.

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Signature

**Ron Battle**

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Name

**Project Manager**

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Title

**11/2/2023**

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Date





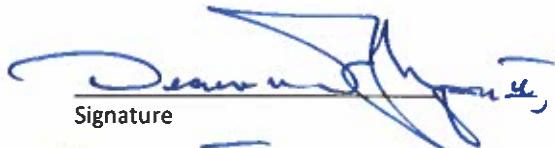
Crawford, Murphy & Tilly

February 19, 2024

Ameren

**Re: Alley Vacation**  
Western Avenue Community Center  
600 N. Western Avenue  
Bloomington, IL

Upon review of the proposed partial vacation of the existing east-west alleyway between Western Avenue & the north-south alleyway between IL Route 9 (Locust Street) and Mulberry Street (as shown in Exhibit A), Ameren has removed all facilities within the existing alleyway proposed to be vacated and, therefore, has no objection to said vacation.

  
Signature

Dean W. Thompson  
Name

Supervisor of Distribution Design  
Title

3/6/24  
Date

November 1, 2023

Town of Normal  
1 Uptown Circle  
Normal, IL 61761

**Re: Alley Vacation**  
Western Avenue Community Center  
600 N. Western Avenue  
Bloomington, IL

Upon review of the proposed partial vacation of the existing east-west alleyway between Western Avenue & the north-south alleyway between IL Route 9 (Locust Street) and Mulberry Street (as shown in Exhibit A), the Town of Normal has no facilities with the existing alleyway proposed to be vacated and, therefore, has no objection to said vacation.



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Signature

**Anthony Meizelis**

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Name

**Project Manager**

---

Title

**November 6, 2023**

---

Date

**Please note that this covers all  
Town facilities, including sanitary  
and storm sewers, traffic  
conduits, and water main.**



PO Box 3157  
Bloomington, IL 61702-3157  
[www.bloomingtonil.gov](http://www.bloomingtonil.gov)  
Phone: (309) 434-2225

April 24, 2024

RE: Alley Vacation Petition  
Western Avenue Community Center  
600 N Western Avenue  
Bloomington, IL 61701

Upon review of the proposed vacation of the existing east-west alleyway between Western Avenue & the north-south alleyway between IL Route 9 (Locust Street) and Mulberry Street (as shown in Exhibit A), the City of Bloomington has no facilities within the existing alleyway proposed to be vacated and, therefore, has no objection to said vacation.

Sincerely,

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

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

**EXHIBIT A**  
**ALLEY VACATION EXHIBIT**



**EXHIBIT A**  
**CITY OF BLOOMINGTON**  
**STREET AND ALLEY VACATION POLICY**

**I. PURPOSE**

The purpose of this policy is to establish a uniform method for vacating public streets and alleys. Vacating and conveying these unneeded, and in many instances, unused parcels to the adjoining property owners would save the City miscellaneous maintenance costs and also put the land back on the tax rolls. The majority of the conveyances will be in residential areas. However, occasionally there will be parcels zoned commercial and industrial.

**II. POLICY**

It is the policy of the City of Bloomington to grant vacation of a street or alley when it is determined both that such right-of-way is not needed presently or in the future for public access (including vehicular, pedestrian, and visual access) and that such vacation advances the public good. All of the following policies should be met prior to the vacation of a street or alley.

- A. The proposed vacation should be determined to be necessary to the public good either in terms of needed development or when such vacation will result in a better or more desirable situation. In some instances, a more desirable situation may be a better road pattern in terms of safety.
- B. The right of way must be determined to be of no value to the City (excluding any market value) either now or in the foreseeable future. Such finding shall be based on significant, related criteria, such as prior use or disuse, potential for future municipal use, need for existing or contemplated public utilities, perceived damage or potential damage to adjacent or nearby property owners and the City's willingness to assume liability for same.
- C. The proposed vacation must not have a significant adverse effect on the security, accessibility or operations of nearby land uses. Projects that propose to dead-end an alley or street in the middle of the block, turn out street traffic through an alley, vacate half the width of a street or alley, create an irregular right of way line or superlot, or vacate air rights, will not be granted.
- D. Generally, right-of-way adjacent or leading to any park, open space, view, natural area, or any other natural or man-made attraction shall not be vacated. This determination shall be made on a case-by-case basis.

Vacation is not guaranteed even if 100% of the adjoining owners request the vacation.

**III. PROCEDURES**

The length of time to process a street or alley vacation depends largely on the number of issues needing to be resolved and current workload/resource levels. The following procedures are applicable:

- A. A pre-application meeting is optional at the discretion of the Director of Public Works. Before the submission of a request for a street or alley vacation, the applicant may meet

with the staff of the Engineering Division of Public Works. The applicant is encouraged to do so in order to be informed of the City policies regarding street and alley vacations and to have explained the application submission requirements and procedures.

- B. A petition for a street or alley vacation shall be submitted to the City Clerk's Office and must include the following: (1) description of the area to be vacated; (2) the property owner(s) making the request; (3) a map of the street or alley sought to be vacated; (4) the reasons for the vacation and any property owners adjoining the proposed vacation who are not participating in the application; (5) a certification by the petitioner that no property will be damaged by the vacation of any street or alley and no damages owed in accordance with Section 11-91-1 of the Illinois Municipal Code; and (6) an agreement to indemnify the City from any claims associated with the vacation.
- C. The City Manager, in consultation with the Department of Public Works, shall review the request for vacation as it relates to the goals and objectives of the City, compatibility with adjacent land uses, potential rezoning of the vacated street, aesthetic considerations and other related issues, including specifically that the property is no longer needed and serves no valid public purpose. After the review process, the City Manager shall forward the matter to the City Council with the staff recommendation. The City Council shall hold a public hearing, in accordance with Section D below, on the matter prior to the City Council taking final action on the request.
- D. No ordinance shall be passed vacating any street or alley without notice and a public hearing before the City Council. At least 15 days prior to such hearing, notice of its time, place and subject matter shall be published in a newspaper of general circulation with the area which the street or alley proposed for vacation serves. Notice shall also be mailed, via certified mail, to all adjoining property owners. At the hearing all interested persons shall be heard concerning the proposal for vacation.
- E. Prior to final action by the City Council of a petition to vacate, all adjoining or adjoining property owners, as well as all utility providers, shall be sent notice of the date and time of the meeting where the proposed vacation by certified mail, postage prepaid, return receipt requested. This notice may be combined with the notice of public hearing. In addition, any meetings and/or hearings publicly continued from the date noticed shall not require additional notices.
- F. The City Council may grant the petition to vacate the street or alley by ordinance, by a three-fourths vote, with or without conditions, or the City Council may deny the petition.
- G. Where appropriate and as recommended by the City Manager, ordinances vacating streets or alleys shall contain a provision retaining or requiring conveyance of easements for construction, repair and maintenance of existing and future public utilities and services.
- H. In addition to a property owner initiating a petition for vacation, the City Manager may also propose the vacation of a public street or alley. In such cases, no application or appraisal fees shall be due (unless an appraisal is requested by the property owner) and the fair market value shall be determined as set forth in Section IV(C) unless waived in accordance Section IV(E). Prior to the vacation of any such street or alley, notice must be provided as set forth in Section V(E) and the requisite findings made in Section II. Said vacation shall further only be valid if the adjacent property owner(s) accept the fair market value and counter-sign the ordinance vacating the property to said owner(s).

#### **IV. COSTS & COMPENSATION [Amended 10-25-2021 by Ord. No. 2021-80]**

Ordinances vacating any street or alley shall not be passed by the City Council until the petitioner compensates the City in the amount required by this Section.

- A. Every petition for a street or alley vacation shall be accompanied by a nonrefundable payment to the City of \$150 to defray the administrative costs incurred in processing such vacation petitions.
- B. The owners of the property adjoining the vacated property shall pay the fair market value, as set forth below and determined in the sole discretion of the City Council, of the portion of the vacated property acquired. If the ordinance vacating the property provides that only the owner(s) of one particular parcel of adjoining property shall make payment, then the owner(s) of the particular parcel shall acquire title to the entire vacated street or alley, or the part thereof vacated. For any potential vacation involving a third-party, the City shall comply with the applicable provisions of the Illinois Highway Code, namely 605 ILCS 5/9-127.
- C. City staff shall determine the fair market value of the property to be vacated and apportion the costs as between all adjoining property owners (or a single property owner when authorized by ordinance) by utilizing, in its sole discretion, either of the following two methods: (1) utilizing a formula of 3 times the assessed land valuation of the adjoining property (or the property with the highest assessed land valuation if the property adjoins more than one property) divided by the square feet of said adjoining property times the square feet of the area being vacated; or (2) obtaining an appraisal of the property from an MAI designated appraiser which cost shall be borne by the petitioner. Said determination shall be final, unless the petitioner obtains, at petitioner's sole cost and expense, a separate appraisal of the right-of-way to be vacated. Such appraisal must be conducted or completed by an MAI designated appraiser, and shall include a breakout of value assigned to each adjacent property owner to receive property by reason of the vacation. The City may accept such appraisal or reject it and have a subsequent appraisal conducted by an MAI designated appraiser, at City expense. Upon receipt of this appraisal, the City Council shall make a final decision, in its sole discretion, regarding whether the alley should be vacated and at what amount.
- D. In some cases, the City may allow, in its sole discretion and based on the best interests of the City, an exchange of equal real or personal property in lieu of the appraised value. Instead of monetary payment, the property owner may be asked to substitute other street areas or fulfill other conditions. The City Council may further waive the compensation requirement, by adoption of an ordinance, if the City Council determines, in its sole discretion, the alley vacation is in the best interest of the public, where the alley serves no public purpose (or the waiver is offset by another public benefit), and the vacation will reduce City maintenance expenses and resources. The petitioner is responsible for making such a request and submitting detail to the City as to why a waiver is warranted and/or justified.
- E. All fees required under this section may be waived, at the discretion of the City Manager or his or her designee, if the street or alley vacation is requested by the City.

- F. City, county, state, and federal agencies are exempt from the compensation requirements of this section, but shall pay to the City costs incurred by the City in processing the vacation request.
- G. Payment of the determined amount of compensation must be tendered to the City Council prior to final consideration of the ordinance vacating the property, unless the compensation requirement is waived or a different form of consideration is provided. In the event that final passage of the ordinance is not granted, the deposited amount (exclusive of the application fee) shall be refunded to the petitioner.





## CONSENT AGENDA ITEM NO. 8.A.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action to Approve the Minutes of the May 28, 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 Minutes](#)



MINUTES  
CITY COUNCIL - REGULAR SESSION  
**TUESDAY, MAY 28, 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	Mayor Pro Tem; Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Absent
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

Item 5.A. Recognition of Lifesaving Award Recipients from the Bloomington Fire and Police Departments, as requested by the Police Department and the Fire Department.

Jeff Jurgens, City Manager, stated multiple Fire and Police staff had saved lives in 2023 and thanked them for their life-saving actions. The following individuals were recognized from the Police Department: (1) Sergeant Kiel Nowers; (2) Officer Samantha Berry; (3) Officer William Shelton; (4) Officer Brent Smallwood; (5) Officer Hunter Clark; (6) Officer Tyler Elson; (7) Kevin Busfield, Public Safety Dispatcher; (8) Rebecca Hall, Public Safety Dispatcher; (9) Sarah Wolf, Public Safety Dispatcher; (10) Nick Newcomb, Public Safety Dispatcher; and (11) Jayce Brame, Public Safety Dispatcher. The following individuals were recognized from the Fire Department: (1) Captain Mike Chaon; (2) Captain Chuck Casagrande; (3) Captain Eric Owens; (4) Bill Farnum, Engineer; (5) Tom Koranek, Engineer; (6) Tony Salvator, EMS Supervisor; (7) Matt Marriam, Firefighter; (8) Trevor Wilson, Firefighter; (9) Tyler Zimmerman, Firefighter; (10) JR Fulcher, Firefighter; (11) Brad Meier, Firefighter; (12) Vern Dickey, Firefighter; (13) Kyle Walder, Firefighter; (14) Eric Davison, Firefighter; and (15) Jay Capodice, Firefighter.

Police Chief Jamal Simington and Deputy Fire Chief Jason Greer explained how staff are trained for emergency situations. They then thanked all emergency response teams for their dedication to others.

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

The Mayor recognized the following appointments and reappointments: (1) Ryan Bertrand and (2) Christopher Cashen to the Special Commission for Safe Communities; (3) Lora Passetti, (4) Catherine Porter, (5) Dr. William Ray, (6) Karen Schmidt, and (7) Bradley Secord to the John M. Scott Health Care Commission; (8) Joni Painter and (9) Gina Lavazza to the Citizens' Beautification Committee; (10) Faisal Rashid to the Cultural Commission; (11) Dawn Peters to the Historic Preservation Commission; (12) Dawn McBride and (13) Steven Campbell to the Japanese Sister City Commission; and (14) Terry Ballantini to the Zoning Board of Appeals.

#### Public Comment

Mayor Mwilambwe read a public comment statement of procedure. No emailed public comment was received. Surena Fish, Eric Haney, and Dawn Haney spoke in person.

#### Public Hearings

Item 7.A. Public Hearing on an Annexation Agreement with David Hruska, for the Property Commonly Known as 2440 W. Washington Street, PIN: 20-01-300-004, as requested by the Economic & Community Development Department.

Mayor Mwilambwe opened the Public Hearing at 6:21 P.M.

Kelly Pfeifer, Economic & Community Development Department Assistant Director, described the annexation agreement, public concerns shared at Planning Commission meeting, as well as responses to said concerns.

Mayor Mwilambwe opened the floor for public input. No public input was received.

Mayor Mwilambwe closed the Public Hearing at 6:25 P.M.

Item 7.A. Public Hearing on an Annexation Agreement with Joseph and Carri Scharf, for Property Generally Located South of the Terminus of Carri Drive, Between the Constitution Trail and W. Washington Street, PIN: 20-01-100-031, and the Property Commonly Known as 1803 W. Washington Street, PIN: 21-05-306-002, as requested by the Economic & Community Development Department.

Mayor Mwilambwe opened the Public Hearing at 6:26 P.M.

Kelly Pfeifer, Economic & Community Development Department Assistant Director, described the annexation agreement, public concerns shared at Planning Commission meeting, as well as responses to said concerns.

Mayor Mwilambwe opened the floor for public input. No public input was received.

Mayor Mwilambwe closed the Public Hearing at 6:29 P.M.

#### 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.

Mayor Mwilambwe recognized multiple staff members for their collaborative efforts in executing union agreements.

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

Item 8.A. Consideration and Action to Approve the Minutes of the April 22, 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 \$15,156,835.18, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action to Approve the Purchase of Police Uniform Shirts and Pants from Ray O'Herron, Inc., in the Amount Not to Exceed \$114,000, as requested by the Police Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.D. Consideration and Action on the Purchase of New Firefighting Protective Gear from AirOne Equipment, Inc., in the Amount of \$92,920, as requested by the Fire Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.E. Consideration and Action to Approve a Contract for Unit 21 Police Patrol Collective Bargaining Agreement, as requested by the Human Resources Department and the Police Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.F. Consideration and Action to Approve a Contract for IATSE Local 193 Collective Bargaining Agreement, as requested by the Human Resources Department and the Arts & Entertainment Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.G. Consideration and Action to Approve 1) a Motor Fuel Tax (MFT) Resolution for Improvement Under the Illinois Highway Code, and 2) a Local Public Agency General Maintenance Estimate of Maintenance Costs to Allocate State MFT funds for Street Lighting Electrical Energy and Rental Charges through the Fiscal Year 2025 MFT General Maintenance Program, for the Period of May 1, 2024, to April 30, 2025, in the Amount of \$500,000, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution and Estimate be approved.)

#### RESOLUTION NO. 2024 - 029

BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF BLOOMINGTON ILLINOIS THAT THERE IS HEREBY APPROPRIATED THE SUM OF \$500,000 OF MOTOR FUEL TAX FUNDS FOR THE PURPOSE OF MAINTAINING STREETS AND HIGHWAYS UNDER THE APPLICABLE PROVISIONS OF ILLINOIS HIGHWAY CODE FROM 05/01/2024 TO 04/30/2025

Item 8.H. Consideration and Action on a Resolution Authorizing the Filing of the 2024 Community Development Block Grant (CDBG) Annual Action Plan Program Application (May 1, 2024 - April 30, 2025), as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)

#### RESOLUTION NO. 2024 - 021

A RESOLUTION AUTHORIZING THE FILING OF THE 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN PROGRAM APPLICATION (MAY 1, 2024 - APRIL 30, 2025)

Item 8.I. Consideration and Action on a Resolution Approving Fiscal Year 2025 John M. Scott Health Care Trust Category III Grant Awards and Programmatic Agreements, in the Amount of \$15,641, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 - 022

**A RESOLUTION APPROVING FISCAL YEAR 2025 JOHN M. SCOTT HEALTH CARE TRUST CATEGORY III GRANT AWARDS AND PROGRAMMATIC AGREEMENTS, IN THE AMOUNT OF \$15,641**

Item 8.J. Consideration and Action on a Resolution Approving a Variance to Chapter 38, Section 123, of the Bloomington City Code to Allow a Permit to be Issued for the Reconstruction of a Driveway at 1902 Wakefield Lane, Bloomington, Illinois, 61704, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 - 023

**A RESOLUTION APPROVING A VARIANCE TO CHAPTER 38, SECTION 123, OF THE BLOOMINGTON CITY CODE TO ALLOW A PERMIT TO BE ISSUED FOR THE RECONSTRUCTION OF A DRIVEWAY AT 1902 WAKEFIELD LANE, BLOOMINGTON, ILLINOIS, 61704**

Item 8.K. Consideration and Action on a Resolution Approving a Variance to Chapter 38, Section 123, of the Bloomington City Code to Allow a Permit to be Issued for the Reconstruction of a Driveway at 205 S. Lumber Street, Bloomington, Illinois, 61701, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 - 024

**A RESOLUTION APPROVING A VARIANCE TO CHAPTER 38, SECTION 123, OF THE BLOOMINGTON CITY CODE TO ALLOW A PERMIT TO BE ISSUED FOR THE RECONSTRUCTION OF A DRIVEWAY AT 205 S. LUMBER STREET, BLOOMINGTON, ILLINOIS, 61701**

Item 8.L. Consideration and Action on a Resolution Authorizing a Change Order for Additional Funds to the Original Purchase Order (PO20240117) with the University of Illinois College of Veterinary Medicine for Veterinary Care for the Animal Collection at Miller Park Zoo, in the Amount of \$7,570.61, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 - 025

**A RESOLUTION AUTHORIZING A CHANGE ORDER FOR ADDITIONAL FUNDS TO THE ORIGINAL PURCHASE ORDER (PO20240117) WITH THE UNIVERSITY OF ILLINOIS COLLEGE OF VETERINARY MEDICINE FOR VETERINARY CARE FOR THE ANIMAL COLLECTION AT MILLER PARK ZOO, IN THE AMOUNT OF \$7,570.61**

Item 8.M. Consideration and Action on an Ordinance Approving an Amended Preliminary Plan for Wittenberg Woods at Prairie Vista Phase 5, for Property Generally Located at the Northwest Corner of Lutz Road and S. Morris Avenue, Consisting of Approximately 8.587 Acres (Part of Pin: 21-17-451-005), as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 - 037

**AN ORDINANCE APPROVING AN AMENDED PRELIMINARY PLAN FOR WITTENBERG WOODS AT PRAIRIE VISTA PHASE 5, FOR PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF LUTZ ROAD AND S. MORRIS AVENUE, CONSISTING OF APPROXIMATELY 8.587 ACRES (PART OF PIN: 21-17-451-005)**

Item 8.N. Consideration and Action on an Ordinance Approving the Final Plat of Wittenberg Woods at Prairie Vista Third Addition, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 - 038

AN ORDINANCE APPROVING THE FINAL PLAT OF WITTENBERG WOODS AT PRAIRIE VISTA  
THIRD ADDITION

Mayor Mwilambwe directed the Clerk to call roll:

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

Regular Agenda

The following Item was presented:

Item 9.A. Consideration and Action on a Resolution Authorizing an Annexation Agreement with David Hruska for the Property Commonly Known as 2440 W. Washington Street, PIN: 20-01-300-004, as requested by the Economic & Community Development Department.

Mrs. Pfeifer again described the annexation agreement, public concerns shared at the Planning Commission meeting, as well as responses to said concerns. She then shared the Planning Commission and staff's recommendation to approve.

Council Member Boelen and Mrs. Pfeifer discussed plans for the parcel.

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

Council Member Montney expressed concern that the applicant had venue shopped between municipalities. She then asked for additional background. Mrs. Pfeifer explained how the original plan had been submitted to McLean County, but that because of where the parcel is situated and how it would impede on the City's future plan for development of a major intersection, the City had gotten involved. She explained how the City had worked with the applicant to adjust the development compromising to allow the City the rights-of-way and access it would need. She also noted the difference in setback requirements between the City and McLean County.

Mayor Mwilambwe; City Manager, Jeff Jurgens; and Corporation Counsel, Chris Spanos, discussed procedure.

Council Member Crumpler and Mrs. Pfeifer talked through amendments that were made to the original application based on public concerns shared at the Planning Commission including 10' height limits instead of the 20' allowed by Code and the addition of a fence and landscaping to act as a buffer alongside the north neighboring property.

Mayor Mwilambwe directed the Clerk to call roll:

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

RESOLUTION NO. 2024 - 026

A RESOLUTION AUTHORIZING AN ANNEXATION AGREEMENT WITH DAVID HRUSKA FOR THE PROPERTY COMMONLY KNOWN AS 2440 W. WASHINGTON STREET, PIN: 20-01-300-004

The following Item was presented:

Item 9.B. Consideration and Action on a Resolution Authorizing an Annexation Agreement with Joseph and Carri Scharf, for Property Generally Located South of the Terminus of Carri Drive, Between the Constitution Trail and W. Washington Street, PIN: 20-01-100-031, and the Property Commonly Known as 1803 W. Washington Street, PIN: 21-05-306-002, as requested by the Economic & Community Development Department.

Mrs. Pfeifer again described the annexation agreement and how the annexation would create continuity if the property was annexed into the City with the previous Item.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

RESOLUTION NO. 2024 - 027

A RESOLUTION AUTHORIZING AN ANNEXATION AGREEMENT WITH JOSEPH AND CARRI SCHARF, FOR PROPERTY GENERALLY LOCATED SOUTH OF THE TERMINUS OF CARRI DRIVE, BETWEEN THE CONSTITUTION TRAIL AND W. WASHINGTON STREET, PIN: 20-01-100-031, AND THE PROPERTY COMMONLY KNOWN AS 1803 W. WASHINGTON STREET, PIN: 21-05-306-002

Item 9.C. (1) Presentation and Discussion of Fiscal Year (FY) 2025 General Resurfacing and Pavement Preservation Programs and the State of the Street and Sidewalk Network; and (2) Consideration and Action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Authorizing City Staff to Negotiate an Agreement with Rowe Construction, A Division of United Contractors Midwest, for the FY 2025, as requested by the Department of Operations & Engineering Services.

City Manager Jurgens highlighted the presentation and noted the importance of establishing a Lead-Lined Service Replacement Program.

Kevin Kothe, Department of Operations and Engineering Services Director and City Engineer, described how staff utilized a rating system to evaluate street replacements noting the majority of streets were rated at a 6 for Good - or better. He explained the 10-Point rating system for sidewalks as well, noting sidewalks were also rated at a 6 for Good - or better. He reported that costs per ton of asphalt installed over the past 25 years had increased significantly and then shared many charts on expenditures and allocations to resurface streets and repair sidewalks. He went on to discuss a Sidewalk Project Study in the works to evaluate repairs of sidewalks using in-house staff and presented the Fiscal Year 2025 Street And Sidewalk Programs and their projected schedules.

Council Member Kearns and Mr. Kothe discussed the Sidewalk Master Plan and the need for additional sidewalks to expand connectivity.

Council Member Montney expressed appreciation for the data-based presentation and commended staff for their recent change in trying to address potholes within 48-hours of being reported. She expressed concern with growing vertical displacement issues and recommended implementing a similar response time.

Council Member Ward shared appreciation for staff looking at replacing infrastructure under streets when repaving to reduce expenditures over time and advocated for an updated Sidewalk Master Plan.

Council Member Crumpler and Mr. Kothe discussed how the Rowe contract and how it would allow the City to expedite roadwork in a cost-effective and efficient manner.

Council Member Lee and Mr. Kothe talked through bid processes and how base bids with additive bids can allow flexibility to complete more miles of streets or sidewalks if competitive pricing is received.

Council Member Boelen and Mr. Kothe discussed staff's focus of maintaining streets and sidewalks over adding additional. Mr. Kothe confirmed sidewalks are most often replaced in conjunction with street repairs.

City Manager Jurgens noted that staff had plans to begin drafting a new Sidewalk Master Plan over the summer.

Council Member Ward expressed interest in sidewalk ratings being made public.

Council Member Hendricks 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, Hendricks, Becker, Ward, Lee, Crumpler

Motion carried.

#### RESOLUTION NO. 2024 - 028

#### A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND AUTHORIZING CITY STAFF TO NEGOTIATE AN AGREEMENT WITH ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, FOR THE FY 2025

#### Finance Director's Report

Scott Rathbun, Finance Director, noted the amounts budgeted for street and sidewalk repairs. He presented the Fiscal Year ("FY") Financial Summary as of April 2024 and highlighted various revenues, compared them to last year's figures, and then discussed year-to-date figures and encumbrances. He noted changes made to a few line items for FY 2025 and briefly discussed FY 2024 major tax revenues, General Fund Revenues and Expenditures, and Enterprise Funds. He explained that the removal of the grocery tax by the State would decrease City revenue by approximately \$700,000. He concluded his presentation by noting where the community could locate the City's budget materials.

Mayor Mwilambwe left the meeting at 7:38 P.M. due to a family commitment and turned the meeting over to Mayor Pro Tem, Donna Boelen.

#### City Manager's Discussion

City Manager Jurgens highlighted the completion of G.E. Road roadwork. He provided an update on a coalition of 16 organizations throughout the community that had come together

to work on addressing homelessness. He then reported on O'Neil Aquatics Center's inaugural weekend and discussed upcoming Downtown events.

City Manager Jurgens and Mr. Rathbun ended by providing an update on the Leak Line Protection Program through Serveline, the City's third-party insurance provider.

#### Mayor's Discussion

Mayor Pro Tem Boelen started to make a comment she believed Mayor Mwilambwe had wanted to share, but then withdrew her comments.

#### Council Member's Discussion

No Council Member comments were given.

#### Executive Session

##### Item 14.A. Section 2(c)(21) of 5 ILCS 120 Review of Closed Session Minutes

Council Member Ward made a motion, seconded by Council Member Hendricks, to enter into Executive Session.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council entered into Executive Session at 7:49 P.M.

#### Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

The meeting adjourned at 8:28 P.M.

CITY OF BLOOMINGTON

ATTEST

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Mboka Mwilambwe, Mayor

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Amanda Stutsman, Deputy City Clerk



## CONSENT AGENDA ITEM NO. 8.B.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on Approving Bills and Payroll in the Amount of \$17,303,968.93, as requested by the Finance Department.

**RECOMMENDED MOTION:** The proposed Bills and Payroll be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** Total disbursements to be approved \$17,303,968.21 (Payroll total \$3,726,806.31, Accounts Payable total \$13,336,632.96, Bank Transfers total \$54,071.04, and Procurement Card Purchases total \$186,457.90).

**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
6/14/2024	\$ 2,851,534.64	\$ 868,450.83	\$ 3,719,985.47
		\$	-
Off Cycle Adjustments	\$ 6,686.21	\$ 134.63	\$ 6,820.84
		<b>PAYROLL TOTAL</b>	<b>\$ 3,726,806.31</b>

### ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS	
6/24/2024	AP General	\$ 10,987,095.66	04/02/2024-04/30/2024	\$183,027.44
6/24/2024	AP JMScott	\$ -	05/01/2024-05/01/2024	\$3,430.46
6/24/2024	AP Comm Devel	\$ 1,717.35	<b>PCARD TOTAL</b>	<b>\$186,457.90</b>
6/24/2024	AP IHDA	\$ 15,100.00		
6/24/2024	AP Library	\$ 37,867.37		
6/24/2024	AP MFT	\$ 29,985.50		
06/06/2024-06/13/2024	Out of Cycle AP	\$ 2,264,867.08		
5/10/2024-06/02/2024	AP Bank Transfers	\$ 54,071.04		
	<b>AP TOTAL</b>	<b>\$ 13,390,704.00</b>		

**GRAND TOTAL** **\$ 17,303,968.21**

Respectfully,

F Scott Rathbun  
Director of Finance



## CONSENT AGENDA ITEM NO. 8.C.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** City-Wide Impact

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

**RECOMMENDED MOTION:** The proposed Appointments & Reappointments be approved.

**STRATEGIC PLAN LINK:**

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 5b. City decisions consistent with plans and policies

**BACKGROUND:** Applications are on file in the Administration Office. The Mayor of the City of Bloomington asks Council concurrence in the appointments & reappointments of:

Planning Commission: Goverdhan Galpalli's, William Peradotti's, and Mary Ann Cullen's reappointments are effective immediately, with an expiration date of 04-30-27.

Library Board of Trustees: Craig McCormick's appointment is effective immediately, with an expiration date of 04-30-25.

Public Safety and Community Relations Board: Sean Murphy's appointment is effective immediately, with an expiration date of 04-30-26.

Human Relations Commission: Amy Endicott's appointment is effective immediately, with an expiration date of 04-30-27.

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

**FINANCIAL IMPACT:** N/A

**AMERICAN RESCUE PLAN FUNDING IMPACT:** N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

**ATTACHMENTS:**

[ADM 2C Boards & Commissions Roster](#)

PLANNING COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Planning Commission	Member	Goverdhan	Galpalli	4/30/2024		01/10/2022	true
Active	Planning Commission	Member	William	Peradotti	4/30/2024		05/22/2023	
Active	Planning Commission	Member	Mary Ann	Cullen	4/30/2024		08/14/2023	true
Active	Planning Commission	Member	Brady	Sant Amour	4/30/2025			true
Active	Planning Commission	Vice-Chair	Jackie	Beyer	4/30/2025			true
Active	Planning Commission	Chair	Justin	Boyd	4/30/2025	8/28/2023		true
Active	Planning Commission	Member	Thomas	Krieger	4/30/2026	4/10/2023		
Active	Planning Commission	Member	Anna	Patino	4/30/2026	5/22/2023		true
Active	Planning Commission	Member	Mark	Muehleck	4/30/2026	8/28/2023	2020	true
Active	Planning Commission	Member	David	Lewis	4/30/2026		05/22/2023	true

LIBRARY BOARD OF TRUSTEES ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Library Board of Trustees	Staff Advisor	Jeanne	Hamilton				false
Active	Library Board of Trustees	Trustee	Alicia	Henry	4/30/2025	4/25/2022	2016	true
Active	Library Board of Trustees	Trustee	Georgene	Chissell	4/30/2025	6/10/2024	2024	true
Vacant	Library Board of Trustees				4/30/2025			
Active	Library Board of Trustees	Treasurer	John	Argenziano	4/30/2026	4/24/2023	2018	true
Active	Library Board of Trustees	Member	Alicia	Whitworth	4/30/2026	4/24/2023	2016	true
Active	Library Board of Trustees	President	Catrina	Parker	4/30/2026	4/24/2023	2018	true
Active	Library Board of Trustees	Secretary	Dianne	Hollister	4/30/2027	4/8/2024	2017	true
Active	Library Board of Trustees	Vice President	Matthew	Watchinski	4/30/2027	4/8/2024	2018	true
Active	Library Board of Trustees	Trustee	Sharon	Zeck	4/30/2027	4/22/2024	2024	true

PUBLIC SAFETY & COMMUNITY RELATIONS BOARD ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Public Safety & Community Relations Board	Staff Liaison	Michael	Hurt				false
Vacant	Public Safety & Community Relations Board	Youth Member						
Vacant	Public Safety & Community Relations Board	Youth Member						
Active	Public Safety & Community Relations Board	Board Member	William	Bennett	4/30/2024	4/12/2021	2017	true
Active	Public Safety & Community Relations Board	Board Member	Surena	Fish	4/30/2024	4/12/2021	2017	true
Active	Public Safety & Community Relations Board	Board Member	Arthur	Taylor	4/30/2025	4/25/2022	2017	true
Active	Public Safety & Community Relations Board	Board Member	Ashley	Farmer	4/30/2026	2/27/2023	2021	true
Active	Public Safety & Community Relations Board	Board Member	Rachel	McFarland	4/30/2026	2/27/2023	2021	true
Vacant	Public Safety & Community Relations Board	Board Member			4/30/2026			
Active	Public Safety & Community Relations Board	Board Member	Tylian	Smith	1/22/2027	1/24/2024	2024	true

HUMAN RELATIONS COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Human Relations Commission	Staff Liaison	Greg	Wilson				false
Active	Human Relations Commission	Staff Advisor	Nicole	Albertson				false
Vacant	Human Relations Commission							
Active	Human Relations Commission	Commissioner	Anthony	Jones	4/30/2027	6/10/2024	2016	true



## CONSENT AGENDA ITEM NO. 8.D.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action to Approve A Payment to Tyler Technologies, as a Limited Source, for the Annual Maintenance of the Enterprise Public Safety Suite, in the Amount of \$162,823.97, as requested by the Police Department and the Fire Department.

**RECOMMENDED MOTION:** The proposed Payment is 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 has partnered with Tyler Technologies since 2005 to provide a computer-aided dispatch solution for use by the Police and Fire Departments. The computer-aided dispatch system is the key component of the Emergency Communications Center. The system assigns, tracks, and maintains the status of Police, Fire, and Emergency Medical Personnel in the City. The annual maintenance plan provides critical 24/7 support and maintenance of the system. It includes updates and enhancements to the product. Tyler Technologies is the only authorized entity to maintain and support the Enterprise Public Safety Software suite including the provisioning of software updates and support.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** If approved, the City will make a Payment to Tyler Technologies, for the Annual Maintenance of the Enterprise Public Safety Suite, in the amount of \$162,823.97. Funds are included in the Communication Center-Repair/Maintenance Office & Computer Equipment account (10015118 70530). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 238.

**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: Darren Wolf, Communication Center Manager

**ATTACHMENTS:**

[PD 3B Invoice](#)

[PD 3C Limited Source Justification](#)



**Remittance:**  
Tyler Technologies, Inc.

P. O. Box 203556  
Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
[REDACTED]	05/01/2024	1 of 3

**Questions:**  
Tyler Technologies -  
Phone: 1-800-772-2260 Press 2, then 5  
Email: ar@tylertech.com

Bill To: BLOOMINGTON POLICE DEPARTMENT  
305 SOUTH EAST STREET  
BLOOMINGTON, IL 61701

Ship To: BLOOMINGTON POLICE DEPARTMENT  
305 SOUTH EAST STREET  
BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
Date	Description		USD	NET45	05/16/2024
	Additional New World MSP for CAD Standard Maintenance- BOLOs Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	3,792.63	3,792.63
	Additional New World MSP for CAD Standard Maintenance - CAD AVL Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	2,324.22	2,324.22
	New World MSP Combined LE/Fire/EMS CAD Standard Maintenance Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	36,292.67	36,292.67
	New World MSP Third Party CAD Interface Standard Maintenance - E-911 Interface Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	3,792.63	3,792.63
	New World MSP Third Party CAD Interface Standard Maintenance - Fire Records Interface Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	7,585.24	7,585.24
	New World MSP Third Party CAD Interface Standard Maintenance -New World State/NCIC Interface Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	7,163.01	7,163.01
	New World MSP Third Party CAD Interface Standard Maintenance - Pre-Arrival Questionnaire Interface Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	3,792.63	3,792.63
	Additional New World MSP for CAD Standard Maintenance - Web CAD Monitor Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	8,427.19	8,427.19
	Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 10+ users Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	4,648.45	4,648.45
	New World AVL Mapping Server Standard Maintenance Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	4,188.40	4,188.40
	New World Base CAD/NCIC/Messaging Standard Maintenance Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	0.00	0.00
	New World AVL Interface Standard Maintenance Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	4,536.27	4,536.27
	New World Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(51-100 Units) Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	20,939.44	20,939.44
	Additional New World Standard Maintenance for RS/6000 Message Switch - New World CAD Interface (51-100 units) Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	4,536.27	4,536.27
	New World Fire Mobile Unit Standard Maintenance - Fire CAD via Switch Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	4,188.40	4,188.40
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Mapping Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	3,350.21	3,350.21
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE CAD via Switch Maintenance Start: 01/May/2024, End: 30/Apr/2025		1	8,375.53	8,375.53



**Remittance:**  
Tyler Technologies, Inc.

P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

Invoice No

Date

Page

05/01/2024

2 of 3

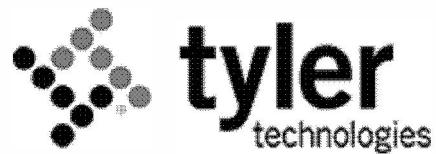
**Questions:**

Tyler Technologies -  
Phone: 1-800-772-2260 Press 2, then 5  
Email: ar@tylertech.com

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Ship To: BLOOMINGTON POLICE DEPARTMENT  
305 SOUTH EAST STREET  
BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
			USD	NET45	05/16/2024
Date	Description		Units	Rate	Extended Price
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Dispatch/Messaging/LE State/NCIC via Switch	Maintenance Start: 01/May/2024, End: 30/Apr/2025	1	5,583.70	5,583.70
	New World AVL Interface Standard Maintenance	Maintenance Start: 01/May/2024, End: 30/Apr/2025	1	5,025.33	5,025.33
	New World Mobile on MSP Server Integration Standard Maintenance - AVL CAD Interface (51-100 units)	Maintenance Start: 01/May/2024, End: 30/Apr/2025	1	4,536.27	4,536.27
	New World Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base CAD/RMS Interface (51-100 units)	Maintenance Start: 01/May/2024, End: 30/Apr/2025	1	3,839.25	3,839.25
	New World Third Party Maintenance - ArcGIS Standard Enterprise Server Integration	Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	558.37	558.37
	New World Third Party Maintenance - CAD Workstations Integration	Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	0.00	0.00
	New World Third Party Maintenance - Mobile In-Car Mapping Integration	Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	2,093.51	2,093.51
	New World Maintenance - PSMA	Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	1,823.09	1,823.09
	ShieldForce - LE Dispatch with Advanced Mapping - Maintenance	Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	363.41	363.41
	Encoder Interface - Maintenance	Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	1,837.68	1,837.68
	CrewForce - Fire Dispatch - Maintenance	Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	116.87	116.87
	Performance Dashboard	Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	3,613.72	3,613.72
	CrewForce - Fire Dispatch	Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	116.87	116.87
	CrewForce - Fire Dispatch	Maintenance: Start: 01/May/2024, End: 30/Apr/2025	3	105.36	316.08
	Enterprise Fire Field Mobile with Advance Mapping	Maintenance: Start: 01/May/2024, End: 30/Apr/2025	12	111.02	1,332.24
	Enterprise Law Enforcement Field Mobile with Advanced Mapping	Maintenance: Start: 01/May/2024, End: 30/Apr/2025	5	105.79	528.95
	CAD CFS (xml) Export Interface	Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	3,205.44	3,205.44

**Remittance:**

Tyler Technologies, Inc.

P.O. Box 203556  
Dallas, TX 75320-3556**Invoice****Invoice No****Date****Page**

05/01/2024

3 of 3

**Questions:**

Tyler Technologies -

Phone: 1-800-772-2260 Press 2, then 5

Email: ar@tylertech.com

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BLOOMINGTON, IL 61701Ship To: BLOOMINGTON POLICE DEPARTMENT  
305 SOUTH EAST STREET  
BLOOMINGTON, IL 61701

<b>Customer No.</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b> USD	<b>Terms</b> NET45	<b>Due Date</b> 05/16/2024
<b>Date</b>	<b>Description</b>		<b>Units</b>	<b>Rate</b>	<b>Extended Price</b>

**\*\*ATTENTION\*\***  
Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
[tylerbusinessforms.com](http://tylerbusinessforms.com) to guarantee  
100% compliance with your software.

<b>Subtotal</b>	162,823.97
<b>Sales Tax</b>	0.00
<b>Invoice Total</b>	162,823.97

## LIMITED SOURCE JUSTIFICATION

### **SECTION A –LIMITED SOURCE PURCHASE:**

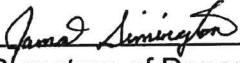
Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility,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

Vendor Name & #	Amount:	Date:
Tyler Technologies #2002	\$162,823.97	06/10/2024

Description of item/services: **Tyler Technologies - Enterprise Public Safety - Annual Maintenance Agreement**

Justification: In 2005, the City selected Tyler Technologies as the Computer Aided Dispatch (CAD) platform and service. This CAD platform provides critical support for the 24/7 911 emergency communication center and is vital to the day-to-day operation of the Police and Fire departments. As such, it is critical to keep software maintenance, support and updates active on the system. It is only possible to obtain this maintenance/support for CAD directly from Tyler Technologies. This agreement covers the term 05/01/2024 to 04/30/2025.

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

  
Name & Signature of Department Designee Submitting

5/15/2024 | 12:11 PM CDT

\_\_\_\_\_  
Date

  
Name & Signature of Department Director/Designee Approving

5/24/2024 | 6:41 PM CDT

\_\_\_\_\_  
Date

### **SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:**

Based on the information provided in Section A and attached supporting documents, I concur  do not concur  (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

  
Name and Signature of Purchasing Agent or Designee

  
\_\_\_\_\_  
Date



## CONSENT AGENDA ITEM NO. 8.E.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action to Approve the Purchase of Bobcat L95 Compact Wheel Loader and Attachments from Bobcat of Bloomington, in the Amount of \$129,128.33, as requested by the Parks & Recreation Department.

**RECOMMENDED MOTION:** The proposed Purchase be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** Staff recommends the approval of the purchase of the Bobcat L95 Compact Wheel Loader and attachments from Bobcat of Bloomington, for use in Park Maintenance Operations, in the amount of \$129,128.33. The following attachments would be included: combination bucket; pallet forks; 84" angle broom; 86" industrial bucket grapple; general purpose bucket with tooth assembly; and light material bucket.

The current 2014 Kubota loader M9960 (Unit 704) is inoperable. The Parks & Recreation Department ("Parks & Rec") relies heavily on this equipment and the attachments to perform work efficiently. Parks and Rec maintain all City-owned green spaces which include all parks, right of ways, parkways, and the trail. The Bobcat L95 Compact Wheel Loader, with its attachments, is a diverse piece of equipment that will be used for the removal of trees and stumps, snow removal, debris cleanup, trail sweeping and maintenance, and loading of trucks with various materials needed throughout the park system. The attachments are also universal to other Bobcat equipment and will be utilized on Parks & Rec's Bobcat skid loader.

If approved, the Bobcat Wheel Loader would be purchased using the joint purchasing contract from Sourcewell - Contract #: 020223-CEC, exp. 4/17/2027.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Bobcat Of Bloomington, Bloomington, IL

**FINANCIAL IMPACT:** If approved, the City will purchase a Bobcat L95 Compact Wheel Loader and additional attachments in the amount of \$129,128.33. This will be paid out of the Parks Maintenance-Capital Outlay Equipment Other than Office account (10014110-72140). The amount includes the \$7,000 trade-in credit for current Unit 704. A total of \$150,000 was budgeted in FY 2025 for this purchase. If approved, the Bobcat Wheel Loader would be purchased using the joint purchasing contract from Sourcewell-Contract#: 040319-CEC. Stakeholders can locate this in the FY 2025 Budget Books titled "Budget Overview & General Fund" on page 184, and Other Funds & Capital Improvement" on page 95.

**AMERICAN RESCUE PLAN FUNDING IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal HL-1 (Create a park and green space system that provides for a variety of active and passive recreational and wellness activities for current and future residents), Objective HL-1.2 (Protect, enhance and maintain parks and green spaces equitably throughout the city)

Respectfully submitted for consideration.

Prepared by: Jeff Hindman, Superintendent of Parks Maintenance

**ATTACHMENTS:**

[P&R 1B Quote](#)



Product Quotation

Quotation Number: XXXXXXXXXX  
 Quote Sent Date: May 01, 2024  
 Expiration Date: June 30, 2024

Your Bobcat Contact

**Nate Dwelle**  
 Phone: +17012052517  
 E-mail: [nate.dwelle@doosan.com](mailto:nate.dwelle@doosan.com)

Your Customer Contact

Deliver to  
**City of Bloomington Parks & Rec**  
 115 E WASHINGTON ST  
 BLOOMINGTON, IL, 61701-4087

Bobcat Dealer  
**Bobcat of Bloomington, Bloomington, IL**  
 13955 CAROLE DRIVE  
 BLOOMINGTON, , 61701

Bill to  
**NEW GOVERNMENT CUSTOMER**  
XXXXXXXXXX  
 250 E Beaton Dr  
 West Fargo, ND, 58078-2656

Item Name	Item Number	Quantity	Price Each	Total
<b>Bobcat L95 Compact Wheel Loader</b>	M0705	1	76,702.24	76,702.24
<b>Standard Equipment:</b>				
74 HP 2.4L Turbocharged Bobcat engine with integrated Diesel Oxidation Catalyst (DOC)			Inching Pedal	
Articulation Lock Bar			Instrumentation: Hour meter, RPM, System Voltage; Engine Temperature and Fuel Gauges; Warning Lights	
Attachment Control Device			Lift Arm Support	
Automatic Park Brake with Slope Assist			Machine IQ Ready (device is an accessory)	
Automatic Ride Control			Mirrors: Right & Left Side	
Auxiliary Hydraulics, High Flow with pressure release couplers			Operator Canopy: Roll Overprotective Structure (ROPS) meets ISO 3471; Falling Object Protective Structure (FOPS) meets ISO 3449 Level II	
Back-up Alarm			Power Bob-Tach Attachment Mounting System	
Battery Disconnect Switch			Retrieval Pin	
Bobcat Standard 5" Display			Road Lights - Halogen (Front)	
Bucket Level Indicator			Spark Arrester Muffler	
Canopy with; Cup Holders, Dual Quick Charge USB /12 V Power Outlet, Interior Storage Compartments, Keyless Ignition, Retractable 2 Seat Belt, Tilt and Telescoping Steering Column, Vinyl Suspension Seat			Standard 405/70 R20 Tires	
Differential Lock			Tie Down Points	
Engine and Hydraulics Systems De-rate			Two Speed Travel (24.8 MPH)	
Front Horn			Wheel Fenders	
Glow Plugs			Work lights - LED (2 front & 2 rear)	
Hydrostatic Transmission with Electronic Gearbox, 4 speeds, Advanced Attachment Control, & Flex Drive (Engine Speed Dial)			Z-Bar Mechanical Self Leveling	
<b>HVAC Cab Comfort Package</b>	M0705-P01-C02	1	8,659.44	8,659.44
<i>Included:</i> Enclosed Cab with HVAC, Front and rear wiper / washer, Dome light, Rear defrost, Radio Ready, Heated Air Ride Seat				
<b>L85 Combination Bucket</b>	7393686	1	9,379.92	9,379.92
<b>CWL Pallet Fork Frame</b>	7353072	1	993.32	993.32
<b>CWL Pallet Fork Teeth, Set of 2</b>	7353061	1	950.76	950.76
<b>84" Angle Broom</b>	7337715	1	5,142.95	5,142.95
<b>86" Industrial Bucket Grapple</b>	7481105	1	4,713.52	4,713.52
<b>L85 General Purpose Bucket</b>	7427815	1	5,100.00	5,100.00
<b>Tooth Assembly</b>	7239328	8	46.06	368.48

<b>L85 Light Material Bucket</b>	7352445	1	3,539.32	3,539.32
<b>Block Heater</b>	7328972	1	84.57	84.57
<b>LED Road Lights - Replaces Halogen Road Light Modules</b>	7348957	1	549.61	549.61
<b>Radio</b>	7517094	1	476.15	476.15
<b>Rear View Camera</b>	7422924	1	641.15	641.15
<b>Auto Ride Control Kit</b>	7421841	1	1,534.47	1,534.47
<b>Rotating Beacon Kit</b>	7336474	1	130.67	130.67
<b>Bobcat Machine IQ Kit</b>	7395953	1	999.99	999.99
<b>Keyed Ignition</b>	6693245	1	29.77	29.77
<b>60 Month/3000 Hour Full Extended Warranty</b>	9997061	1	8,200.00	8,200.00
<b>Total for Bobcat L95 Compact Wheel Loader</b>				<b>128,196.33</b>
				<b>Quote Total - USD</b>
				128,196.33
				<b>Dealer P.D.I.</b>
				300.00
				<b>Freight Charges</b>
				6,000.00
				<b>Destination Charges</b>
				1,062.00
				<b>Dealer Assembly Charges</b>
				570.00
				<b>Trade in Kubota M9960 W/ Loader</b>
				7,000.00
				<b>Quote Total - USD</b>
				<b>129,128.33</b>

**Comment:**

\*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

\*Prices per the Sourcewell Contract #\_040319-CEC.

\*Sourcewell Member Number (if applicable): \_\_\_\_\_

\*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

\*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. \*A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

\*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

\*Payment Terms: Net 60 Days. Credit cards accepted.

\*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

\*Questions can be submitted via email to randy.fuss@doosan.com or by phone at: 1-800-965-4232

**Customer Acceptance:**

Quotation Number: [REDACTED]

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

Print: \_\_\_\_\_ Sign: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

**Addresses:**

Delivery Address: \_\_\_\_\_

Billing Address (if different from ship to): \_\_\_\_\_

**Tax Exempt: Y  / N** 

Exempt in the State of: \_\_\_\_\_

**Tax Exempt ID:**

Federal: \_\_\_\_\_

State: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



## CONSENT AGENDA ITEM NO. 8.F.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action to Approve A Payment to Motorola Solutions, Inc., as a Limited Source, for the Annual Maintenance of Public Safety Radio Equipment, in the Amount of \$79,866.79, as requested by the Police Department and the Fire Department.

**RECOMMENDED MOTION:** The proposed Payment 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:**

This payment is for the annual software maintenance, upgrade, and support services for the digital trunked radio system utilized by the Emergency Communications Center, Police Department, Fire Department, and Public Works Department. The City has a long-term and established relationship with Motorola Solutions and their authorized manufacturer representatives to provide mission-critical radio systems. Their equipment and accessories are proprietary and can only be maintained and upgraded by Motorola Solutions or their authorized manufacturer representative. This invoice is year 4 of a 4-year agreement approved by Council on June 14, 2021.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** Funds are budgeted in the Communications Center Other Professional and Technical account (10015118-70220) in the amount of \$79,866.79. Stakeholders can locate information on this account in the FY 2025 Adopted Budget Book Titled "Budget Overview & General Fund" on page 238.

**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: Darren Wolf, Communication Center Manager

**ATTACHMENTS:**

PD 2B Invoice

PD 2C Limited Source Justification



**Motorola Solutions, Inc.**  
 500 West Monroe  
 Chicago IL 60661  
 United States  
 Federal Tax ID: 36-1115800

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

## ORIGINAL INVOICE

Transaction Number	Transaction Date	Transaction Total	
[REDACTED]	01-APR-2024	79,866.79 USD	
P.O. Number		P.O. Date	Customer Account No
[REDACTED]			[REDACTED]
Payment Terms			Payment Due Date
Net Due in 30 Days			01-MAY-2024

### Bill To Address

BLOOMINGTON POLICE DEPT  
 ATTN: Accounts Payable  
 PO BOX 3157  
 BLOOMINGTON IL 61702  
 United States

### Ship To Address

BLOOMINGTON POLICE DEPT  
 305 S EAST ST  
 BLOOMINGTON IL 61701  
 United States

### IMPORTANT INFORMATION

For all invoice payment inquiries contact  
 AccountsReceivable@motorolasolutions.com  
 Telephone: 800-247-2346  
 Fax: +1(631)883-4238

Sales Order(s): [REDACTED]

### SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	SVC02SVC0127A	Service From: 01-MAY-2024 Service To: 30-APR-2025 NICE GOLD PACKAGE:01-MAY-24:30-APR-25:			15,304.44
2	SVC02SVC0487A	Service From: 01-MAY-2024 Service To: 30-APR-2025 NICE-SUA II:01-MAY-24:30-APR-25:			17,438.18
3	LSV01S01109A	Service From: 01-MAY-2024 Service To: 30-APR-2025 ASTRO SYSTEM ADVANCED PLUS PACKAGE:01-MAY-24:30-APR-25:			20,578.00
4	SVC02SVC0433A	Service From: 01-MAY-2024 Service To: 30-APR-2025 ASTRO SUA II FIELD IMPLEMENTATN SVC:01-MAY-24:30-APR-25:			1,008.63
5	SVC04SVC0169A	Service From: 01-MAY-2024 Service To: 30-APR-2025 SYSTEM UPGRADE AGREEMENT II:01-MAY-24:30-APR-25:			12,037.54

Please detach here and return the bottom portion with your payment

### Payment Coupon

Transaction Number [REDACTED]	Customer Account No [REDACTED]	Payment Due Date 01-MAY-2024	Transaction Total 79,866.79 USD	Amount Paid
----------------------------------	-----------------------------------	---------------------------------	------------------------------------	-------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

BLOOMINGTON POLICE DEPT  
 ATTN: Accounts Payable  
 PO BOX 3157  
 BLOOMINGTON IL 61702  
 United States

### Payment Transfer Details

Bank of America, Dallas  
 WIRE Routing Transit Number: [REDACTED]  
 ACH/EFT Routing Transit Number: [REDACTED]  
 SWIFT: [REDACTED]  
 Bank Account No: [REDACTED]

### Send Payments To:

**MOTOROLA SOLUTIONS**  
 Motorola Solutions, Inc.  
 13108 Collections Center  
 Chicago IL 60693  
 United States  
 Please provide your remittance details to:  
 US.remittance@motorolasolutions.com



**Motorola Solutions, Inc.**  
 500 West Monroe  
 Chicago IL 60661  
 United States  
**Federal Tax ID: 36-1115800**

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

## ORIGINAL INVOICE

Transaction Number	Transaction Date	Transaction Total			
[REDACTED]	01-APR-2024	<b>79,866.79 USD</b>			
P.O. Number	P.O. Date	Customer Account No			
[REDACTED]		[REDACTED]			
Payment Terms	Payment Due Date				
Net Due in 30 Days	01-MAY-2024				
Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
6	SVC01SVC1420C	Service From: 01-MAY-2024 Service To: 30-APR-2025 LOCAL INFRASTRUCTURE REPAIR:01-MAY-24:30-APR-25:			13,500.00
7	SVC02SVC0343A	Service From: 01-MAY-2024 Service To: 30-APR-2025 RELEASE IMPACT TRAINING:01-MAY-24:30-APR-25:			0.00
8	SVC02SVC0344A	Service From: 01-MAY-2024 Service To: 30-APR-2025 RELEASE IMPLEMENTATION TRAINING:01-MAY-24:30-APR-25:			0.00
9	SVC02SVC0201A	Service From: 01-MAY-2024 Service To: 30-APR-2025 ASTRO SUA II UO IMPLEMENTATION SERVICES:01-MAY-24:30-APR-25:			0.00
Total Tax IL 0.00			USD	Subtotal	<b>79,866.79</b>
			USD	Total Tax	0.00
			USD	Total	<b>79,866.79</b>
			USD	Amount Due	<b>79,866.79</b>

## LIMITED SOURCE JUSTIFICATION

### **SECTION A -LIMITED SOURCE PURCHASE:**

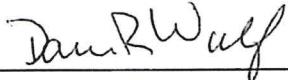
Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility,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

Vendor Name & # Motorola Solution #638	Amount: \$79,866.79	Date: 06/10/2024
--	---------------------	------------------

Description of item/services: Maintenance, upgrade, and service invoice

Justification: This agreement is needed to ensure annual software maintenance, upgrade, and support services for the digital trunked radio system utilized by the Emergency Communications Center, Police Department, Fire Department, and Public Works Department. The City has a long-term and established relationship with Motorola Solutions and their authorized manufacturer representatives to provide mission critical radio systems. Their equipment and accessories are proprietary and can only be maintained and upgraded by Motorola Solutions or their authorized manufacturer representative. This invoice is year 4 of a 4-year agreement approved by Council on June 14, 2021.

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



05/31/2024

Name & Signature of Department Designee Submitting

Date

Jamal A. Simington, Jam A. Simington  
Name & Signature of Department Director/Designee Approving

06/30/2024  
Date

### **SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:**

Based on the information provided in Section A and attached supporting documents, I concur  do not concur  (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



5/30/2024

Name and Signature of Purchasing Agent or Designee

Date



## CONSENT AGENDA ITEM NO. 8.G.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on the Purchase of Health Insurance-Related Services from Multiple Third Parties and Stop Loss Insurance from Tokio Marine for the City's Self-Funded Health Insurance Plans, as requested by the Human Resources Department.

**RECOMMENDED MOTION:** The proposed Purchases 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:** The City of Bloomington removed itself from the Intergovernmental Personnel Benefit Cooperative ("IPBC") risk pooling arrangement, as of 7/1/22. PPO plan premiums increased 6% and 9% for the 2021 and 2022 calendar years, which brought about the need to potentially seek another option. As of 7/1/22, the City purchased insurance – including stop-loss insurance – directly through Blue Cross Blue Shield ("BCBS") for its four (4) self-funded medical insurance plans. A 6.6% premium reduction was realized at the time. This translated to over \$300,000 in annualized savings for the City, based on plan enrollment and associated costs. Rates modestly increased 3% and 4% respectively, for the 2023 and 2024 calendar years. Prescription drug benefits were transferred to Prime Therapeutics, to match what was previously provided via Express Scripts. As part of the selection process, Holmes Murphy was chosen as the Broker of Record for the City as of 7/1/22 forward.

**7/1/24 BCBS/Prime Renewal**

Though the City's health insurance plans remain on a calendar year basis, annual BCBS/Prime Therapeutics renewals occur each July to match the timing of when the City purchased coverage directly from BCBS in 2022. This year, Holmes Murphy conducted RFPs for the City's stop loss and prescription drug coverage to ensure the plan is competitive to market. Key results include:

- **Stop-loss** – the City will move stop-loss coverage from BCBS to Tokio Marine (TM HCC) as of 7/1/24, at an annual savings of \$182,563 from BCBS' renewal rate quoted (\$994,906.08 vs. \$1,177,470 based on current headcount). The individual stop-loss ceiling will remain at \$150,000.
- **Prescription Drug** – will remain with Prime Therapeutics, with a \$260,600 annual reduction in fees/additional rebates as of 7/1/24 based on current plan utilization, with no program changes needed. As of 1/1/25, Rx program updates will be implemented to match IPBC program rules previously in effect. This includes changes to the Formulary Drug list to strengthen use of generic medication, alignment with CVS and mail order programs for long-term medication, and Copay Assistance Program integration for those using specialty drugs. Annual reductions in costs for 1/1/25 changes are projected to be

over \$160,000. Total annualized savings of approximately \$443,000 will begin to be realized as of 7/1/24, increasing to over \$600,000 as of 1/1/25. The City will realize approximately 75% (\$450,000) of the annualized savings. Contract documentation covering 7/1/24 BCBS & Prime Therapeutics changes has been provided. The Tokio Marine stop-loss contract is being drafted and should be provided to the City for City Manager signature later in June/early July (is standard practice). Additional documentation will be provided by BCBS & Prime Therapeutics later in 2024, for changes made in 2025.

### **Other Insurance Renewals**

- VSP Vision Care coverage will be extended for 2025 and 2026, with no plan design changes and a 2-year premium lock. Current plan premiums have been in effect since 2021.
- Jellyvision has agreed to a 3-year extension in providing the [\*\*ALEX Decision Support Tool\*\*](#) at reduced renewal rates. Annual costs have been negotiated and will increase 6% to \$53,847 for 2025, and 3% for plan years 2026 and 2027. Since 2019, employees have heavily depended on this tool to help them enroll in benefits - when newly hired and at Open Enrollment - that best meet their needs.

### **COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** The Human Resources Department ("HR") is responsible for budgeting both the Employee and Retiree Insurance Funds. If approved, HR estimates Stop Loss Insurance and Prescription Drug changes made will result in total annualized savings of approximately \$443,000 as of 7/1/24, increasing to over \$600,000 as of 1/1/25. The City will realize approximately 75% (\$450,000) of the annualized savings. Premiums and other fees being approved will be paid out of the budgeted Employee and Retiree Insurance Fund and accounts. Stakeholders can locate information on City's Health Insurance Funds in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 201 through 214.

### **AMERICAN RESCUE PLAN FUNDING IMPACT:** N/A

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

Respectfully submitted for consideration.

Prepared by: Josh Hansen, Compensation and Benefits Manager

### **ATTACHMENTS:**

[HR 1B ASO Unified Benefit Program Application](#)

[HR 1C PBM Addendum](#)

[HR 1D VSP Renewal](#)

[HR 1E Jellyvision Renewal](#)

# ASO Unified Benefit Program Application (“ASO BPA”)

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

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

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

Group Status: Renewing ASO Account

Employer Account Number (6-digits): [REDACTED]

ASO HMO Group Number(s): [REDACTED]

ASO HMO Section Number(s): [REDACTED]

ASO Non-HMO Group Number(s): [REDACTED]

ASO Non-HMO Section Number(s): [REDACTED]

Legal Employer Name: City of Bloomington

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

**ERISA Regulated Group Health Plan\***:  Yes  No

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

ERISA Plan Sponsor\*: ERISA Plan Administrator\*:

Plan Administrator’s Address:

ERISA Plan Administrator’s Email:

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:

Select from Drop Down ; if applicable, specify other: \_\_\_\_\_

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

**For more information regarding ERISA, contact your Legal Advisor.**

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

Effective Date of Coverage: (Month/Day/Year) **07 / 01 / 2024**

Anniversary Date: (Month/Day/Year) **07 / 01 / 2025**

**Retiree-Only Plan(s) Identification:**

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

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

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

Account Information	<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS
Standard Industry Code (SIC): 9311		Employer Identification Number (EIN): 37-6001563
Address: 115 E. Washington St.		
City: Bloomington	State: IL	ZIP: 61701
Billing Address (if different from above): _____	Title: Total Compensation & Process Improvement Manager	
Administrative Contact: Josh Hansen		Phone Number: 309-434-2504 Fax Number: _____
Email Address: jhansen@cityblm.org		
Wholly Owned Subsidiaries to be covered:		
Affiliated Companies to be covered:	Employer Identification Number (EIN):	
(Affiliated Companies must be required or permitted to be aggregated per IRS Guidelines. Employer hereby confirms that Employer, Subsidiaries and Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), or (c), or (m) or (o), or under applicable law.)		

### Proprietary and Confidential Information of Claim Administrator

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

Blue Access for Employers<sup>SM</sup> ("BAE<sup>SM</sup>") Contact: Same as above

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

Email Address:

Phone Number:

Fax Number:

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

### Producer of Record

NO CHANGES  SEE ADDITIONAL PROVISIONS

Effective: \_\_\_\_\_

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

Are commissions to be paid?  Yes  No

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

Illinois Producer#: (nine digits)

NPN:

Address:

City: \_\_\_\_\_ State: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Is Producer/Agency appointed with BCBSIL?  Yes  No

Commissions:

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

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

Percentage of Stop Loss: %

ADDITIONAL PROVISIONS: \_\_\_\_\_

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

### Schedule of Eligibility

NO CHANGES  SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions:

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

- A full-time employee of the Employer.
- A full-time employee of the Employer who is a member of: \_\_\_\_\_ (name of union)
- A part-time employee of the Employer.
- A retiree of the Employer. Define criteria: \_\_\_\_\_
- Other (please specify): Permit enrollment of any Seasonal employee who qualifies under the ACA. If a retired employee goes on Benistar, their spouse and eligible dependents can remain on the City's plan until the spouse goes on Medicare and/or the dependent reaches limiting age or goes on Medicare.

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

If yes, please identify the classes and describe the exclusion: \_\_\_\_\_

**2. Employee definitions:**

**Full-Time Employee means:**

- A person who is regularly scheduled to work a minimum of 30 hours per week and who is on the permanent payroll of the Employer.
- Other: Permit enrollment of any Seasonal employee who qualifies under the ACA.

Proprietary and Confidential Information of Claim Administrator

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

IL GEN ASO Unified BPA (Rev. 9.23) Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

**Part-Time Employee means:**

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

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

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

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

The date of employment.  
 The \_\_\_\_\_ day of employment.  
 The \_\_\_\_\_ day of the month following [INSERT NUMBER] Select Interval (option of 1 or 2 months or up to 60 days) of employment.  
 The 1st day of the month following the date of employment.  
 Other: except for Police unit 21 who are eligible date of employment  
 This election applies only to the ASO HMO plan design(s): A full month's fees (including Direct and Allocated Physician Service Fees) will be charged for the first (1<sup>st</sup>) month of coverage for those employees whose Coverage Dates fall between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) day of the Fee Schedule period. No fees will be charged for the first month of coverage for those employees whose Coverage Dates fall between the sixteenth (16<sup>th</sup>) day and the end of the Fee Schedule Period.

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

Are there multiple new hire waiting periods?  Yes  No

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

**5. Domestic partners covered:**  Yes  No

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

*If yes*, are domestic partners eligible for continuation of coverage?

Yes  No

*If yes*, are dependents of domestic partners eligible to enroll for coverage?

Yes  No

*If yes*, are dependents of domestic partners eligible for continuation of coverage?

Yes  No

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

**6. Civil union partners covered:**

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

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

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

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

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

**Proprietary and Confidential Information of Claim Administrator**

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

**7. Limiting Age for covered Children:**

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

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

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

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

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

**9. Disabled dependent:** A disabled dependent means a dependent child who is medically certified as disabled and dependent upon the Employee or his/her spouse. A child is a disabled child when the child is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, per Internal Revenue Code Section 22(e)(3).

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

**(a)  Disabled dependent administration will follow **Standard Rules**.**

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

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

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

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

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

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

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

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

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

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

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

**Proprietary and Confidential Information of Claim Administrator**

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

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

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

Yes (specify number of days below)  No

Temporary Layoff: 30 days Disability: 30 days Leave of Absence: 30 days

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

**11. Enrollment:**

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

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

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

Specify Open Enrollment Period: 11/1 - 11/15 for January 1 effective date

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

**Select one of the provisions below:**

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

**12. \* Does COBRA Auto Cancel apply?  Yes  No**

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

*\* Not recommended for accounts with automated eligibility.*

**CURRENT EMPLOYEE ELIGIBILITY INFORMATION**

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

**Proprietary and Confidential Information of Claim Administrator**

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<b>Lines of Business (Check all applicable services)</b>		<input type="checkbox"/> <b>NO CHANGES</b> <input type="checkbox"/> <b>See Additional Provisions</b>
<p><b>Medical Plan Services:</b></p> <p><input checked="" type="checkbox"/> Participating Provider Option (PPO)  <input type="checkbox"/> Blue Choice Select PPO  <input type="checkbox"/> Blue Choice Options  <input checked="" type="checkbox"/> HMO Illinois®  <input type="checkbox"/> Blue Advantage HMO<sup>SM</sup>  <input type="checkbox"/> Blue High Performance Network<sup>SM</sup> (Blue HPN<sup>SM</sup>)</p> <p><b>Additional Services:</b></p> <p><input checked="" type="checkbox"/> Wellbeing Management  <input type="checkbox"/> Wellness Incentives  <input type="checkbox"/> Health Advocacy Solutions ("HAS") (for ASO Non-HMO Only)  <input type="checkbox"/> Mercer Health Advantage  <input type="checkbox"/> Custom Care Management Unit  <input type="checkbox"/> Blue Directions<sup>SM</sup> (Private Exchange) (<i>If selected, the Blue Directions Addendum is attached and made a part of the parties' Administrative Services Agreement.</i>)</p> <p><input type="checkbox"/> Limited Fiduciary Services for Claims and Appeals  <input type="checkbox"/> Other Select Product  <input type="checkbox"/> Other  <input type="checkbox"/> Other</p> <p><b>Ancillary Services:</b></p> <p><input type="checkbox"/> Dental Plan Services  <input type="checkbox"/> Vision Insurance (<i>if selected, complete a separate application</i>)  <input type="checkbox"/> Embedded Vision (ASO Non-HMO Only)  <input type="checkbox"/> Stop Loss (<i>if selected, complete separate Exhibits to the Stop Loss Coverage Policies as applicable for ASO HMO/Non-HMO Services</i>)  <input type="checkbox"/> Life, Disability, Critical Illness, Accident, or Hospital Indemnity Insurance (<i>if selected, complete a separate application for those coverages</i>)  <input type="checkbox"/> COBRA Administrative Services (<i>if selected, complete separate COBRA Administrative Services Addendum, which must be attached and is made part of this ASO BPA</i>)</p>		
<p><b>Consumer Driven Health Plan:</b></p> <p><input type="checkbox"/> BlueEdge<sup>SM</sup> Health Care Account (HCA)  Administrative Services (<i>if purchased, complete separate HCA BPA</i>)</p> <p><input checked="" type="checkbox"/> BlueEdge<sup>SM</sup> HSA Eligible Health Plan (Preferred Vendor: Other)* If HealthEquity, Inc. is selected, BCBSIL to send HSA enrollment to HealthEquity, Inc.:  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Non-Preferred Vendor: _____</p> <p><input type="checkbox"/> FSA (Preferred Vendor: Select Vendor)*  Non-Preferred Vendor: _____</p> <p><input type="checkbox"/> HRA (Preferred Vendor: Select Vendor)*  Non-Preferred Vendor: _____</p> <p><b>Prescription Drugs for ASO HMO:</b></p> <p><input checked="" type="checkbox"/> Covered under a pharmacy benefit (<i>If selected, the PBM Fee Schedule Addendum must be attached and is part of this ASO BPA.</i>)</p> <p><b>ASO HMO Pharmacy Network (Select one):</b></p> <p><input checked="" type="checkbox"/> HMO Network  <input type="checkbox"/> Network shown on PBM Fee Schedule Addendum  <input type="checkbox"/> Other (please specify):</p> <p><b>Prescription Drugs For ASO Non-HMO:</b></p> <p><input checked="" type="checkbox"/> Covered under a pharmacy benefit (<i>If selected, the PBM Fee Schedule Addendum must be attached and is part of this ASO BPA.</i>)</p> <p><input type="checkbox"/> Covered under the medical benefit or Blue Script Pharmacy Network (Select one):</p> <p><input checked="" type="checkbox"/> Traditional Select Network  <input type="checkbox"/> Advantage Network  <input type="checkbox"/> Preferred Network (Not offered with Blue Script)  <input type="checkbox"/> Elite Network (Not offered with Blue Script)  <input type="checkbox"/> Network on PBM Fee Schedule Addendum ASO Non-HMO Drug List: Select Drug List  <input type="checkbox"/> Other (please specify):</p> <p><b>Prescription Drug Program Clinical Management Programs For ASO Non-HMO</b></p> <p><input type="checkbox"/> Pharmaceutical Care Management ("PCM") (Retrospective) (Included with HAS)</p>		

\*An HSA must be paired with a qualified high deductible health plan (HDHP) and follow strict requirements set forth by the Internal Revenue Service (IRS). Employer Groups should seek advice from their independent tax advisor, legal counsel, or other professional counselor, to ensure their proposed benefit strategy with respect to HSAs, FSAs, HRAs, or other benefit arrangements does not conflict with current IRS requirements.

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

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

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

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

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

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

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

## FEE SCHEDULE

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

Payment Specifications	<input checked="" type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS
<b>Employer Payment Method:</b> <input type="checkbox"/> Online Bill Pay	<input checked="" type="checkbox"/> Electronic	<input type="checkbox"/> Auto Debit
<b>Employer Payment Period:</b> <input type="checkbox"/> Weekly (cannot be selected if Check is selected as payment method above)	<input type="checkbox"/> Semi Monthly (cannot be selected if Check is selected as payment method above)	<input type="checkbox"/> Check
	<input checked="" type="checkbox"/> Monthly	
<b>Claim Settlement Period:</b> <input type="checkbox"/> Weekly	<input checked="" type="checkbox"/> Monthly	

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

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

Administrative Per Employee Per Month (PEPM) Charges	<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS
Administrative Fee	<u>\$48.47</u>	<u>\$48.47</u>
Dental	\$_____	\$_____
ASO HMO Managed Care Fee	\$_____	\$_____
Claims Fiduciary	\$_____	\$_____
Advanced Payment Review	25% \$_____	25% \$_____
*ASO Non-HMO Medical Drug Rebate Credit	<u>\$(2.50)</u>	<u>\$(2.50)</u>
*Rebate Credit for the Prescription Drug Program	<u>\$(82.16)</u>	<u>\$(82.16)</u>
ASO Non-HMO Telehealth (Virtual Visits)	<u>\$.52</u>	<u>\$.52</u>
Wellbeing Management	<u>\$7.95</u>	<u>\$7.95</u>
ASO Non-HMO Health Advocacy Solutions	\$_____	\$_____
Commissions: _____	\$_____	\$_____

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Commissions: _____	\$ _____	\$ _____	\$ _____	\$ _____
Commissions: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: BVA with Member Rewards	\$2.95	\$2.95	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____

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

NO CHANGES  SEE ADDITIONAL PROVISIONS

Pharmaceutical Care Management (Retrospective) <b>(No cost if both HAS and Prescription Drug Program are elected)</b>	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____

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

ASO Non-HMO Claim Administrator Provider Access Fee(s)	<input type="checkbox"/> NO CHANGES <input type="checkbox"/> SEE ADDITIONAL PROVISIONS <input type="checkbox"/> INCLUDED IN THE ADMINISTRATION FEE
<b>Group Number(s): H93034, PK4576, PK4579, PK4582</b>	
<input checked="" type="checkbox"/> % of ADP Savings: 1.44%	
<input type="checkbox"/> \$ per Covered Employee per month: \$ _____	
<input type="checkbox"/> <b>Group with multiple Provider Access Fees by services (e.g., CMM, and/or PPO plans):</b> Group Number(s): _____	
<input type="checkbox"/> % of ADP Savings: %	
<input type="checkbox"/> \$ per Covered Employee per month: \$ _____	
<b>BlueCard Program/Network Access Fees</b>	
Available upon request.	

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

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List Service: _____	If applicable, describe other: _____	
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	_____ %
	<b>Total:</b>	<b>\$ _____</b>

### Other Service and/or Program Fee(s)

**NO CHANGES**  **SEE ADDITIONAL PROVISIONS**

#### NSA Fees

In connection with the claims, items, and services that are subject to the No Surprises Act ("NSA") and disputed by a Provider, Employer agrees to pay Claim Administrator the following fees:

- Fifty dollars (\$50) for each claim that is the subject of informal negotiation with a Provider (this fee will be charged in the event the Provider, in its sole discretion, determines that it will not accept the initial payment amount); and
- An additional seventy-five dollars (\$75) per claim for each independent dispute resolution process ("IDR") where Claim Administrator represents Plan (this fee will be charged in the event the Provider, in its sole discretion, determines that it will initiate IDR after the informal negotiation period); and
- All costs imposed by the IDR entity or any state, federal or local government entity in connection with an IDR.

**External Review Coordination:**  Yes  No

If yes, coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan.

For ASO Non-HMO, Employer elects the following process:  State of Illinois External Review Process  
 Federal Affordable Care Act Process

For ASO HMO, Employer authorizes Claim Administrator to use the Federal Affordable Care Act Process.

If no, provide name and address of administrator(s) of external review coordination and indicate if administrating medical claims and/or pharmacy claims:

**Administrator:** Medical claims:  Pharmacy claims:  Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
**Administrator:** Medical claims:  Pharmacy claims:  Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

**Advanced Payment Review (APR):**  Yes  No

APR is a suite of payment integrity offerings. Refer to the ABS. If Employer elects APR, indicate APR Savings Program or PEPM below:

APR Savings Program  
 PEPM

**For APR capabilities other than Reimbursement Services:** If Employer elects APR Savings Program, Claim Administrator will invoice the percentage indicated in the Fee Schedule of any savings amounts identified by Claim Administrator or third-party vendor.

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

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**FlexAccess™:**  Yes  No

As part of its plan design, Employer has directed Claim Administrator to administer claims, copay and coinsurance requirements for Covered Persons enrolled in the FlexAccess program, including (i) adjusting Covered Persons' copayment amounts to the amount of the manufacturer copay assistance, (ii) applying such manufacturer assistance to reduce Covered Persons' out of pocket costs, and (iii) not applying the manufacturer assistance to Covered Persons' deductibles and out of pocket maximum accumulators. Employer agrees that FlexAccess is a plan design decision of Employer and is consistent with Employer's plan design and supported by plan documents. Employer further agrees it is solely responsible for, and will hold Claim Administrator harmless for, the legal and regulatory compliance of the Plan and its plan design.

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

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

**ASO Non-HMO FLEXACCESS™ QUALIFIED HDHP:**  Yes  No

Claim Administrator will assess a fee equal to 20% of program savings for administrative fees. Program savings (shared savings) will be calculated based on the manufacturer copay assistance dollars that are allocated to the cost of the drug minus the member's estimated cost share (copay or coinsurance) that would have been paid if they were not enrolled in the program.

The difference between Employer Responsibility for claims utilizing FlexAccess Qualified HDHP and not utilizing FlexAccess Qualified HDHP includes as follows:

**WITH FLEXACCESS QUALIFIED HDHP:** Cost of drug – amount manufacturer copay assistance used – Member out-of-pocket cost (if any) up to Deductible... Copay assistance reversed from deductible. Plan pays no portion.

**WITHOUT FLEXACCESS QUALIFIED HDHP:** Cost of drug – member out-of-pocket cost - Non-FlexAccess Qualified HDHP coupon... Copay assistance applied to Deductible. Plan may pay portion of claim after deductible met.

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

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

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

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

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

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

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## Termination Administrative Charge

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

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

## Other Provisions

NO CHANGES     SEE ADDITIONAL PROVISIONS

### 1. Summary of Benefits & Coverage:

- a. Will Claim Administrator create Summary of Benefits and Coverage (SBC)?  
 Yes. Please answer question b. The SBC Addendum is attached and is made part of this ASO BPA.  
 No. If no, then skip question b and refer to the Administrative Services Agreement for further information.
- b. Will Claim Administrator distribute the (SBC) to Covered Persons?  
 No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to Covered Persons (or hire a third party to distribute) as required by law.  
 Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and distribute SBC to plan participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is one dollar and fifty cents (\$1.50) per package.

### 2. Massachusetts Health Care Reform Act:

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

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

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

Yes  No

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

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

### 4. ASO HMO Prior Authorization:

Employer acknowledges and agrees (a) that all services must be authorized by a Primary Care Provider or Woman's Principle Health Care Provider in order to be covered (except in certain Proprietary and Confidential Information of Claim Administrator

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situations, such as emergencies), and (b) to utilize Claim Administrator's standard list of services and supplies for which pre-notification or preauthorization is required.

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

**5. Essential Health Benefits ("EHB") Election:**

**Employer elects EHBs based on the following:**

1. EHBs based on a Claim Administrator state benchmark:

Illinois     Montana     New Mexico     Oklahoma     Texas

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

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

3. Other EHB, as determined by Employer

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

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

**7. Producer/Consultant Compensation:**

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

**8. Independent Dispute Resolution Process:**

Employer authorizes and directs Claim Administrator to offer an amount not to exceed the greater of the Qualifying Payment Amount (QPA) or the amount allowed on the initial notice of payment or denial of a claim on behalf of the Employer during negotiations under the federal IDR process.

**Additional Provisions:** 07/01/2024 Medical Renewal - Stop loss carve out

**Proprietary and Confidential Information of Claim Administrator**

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

**Signature**

Amanda Balster

Sales Representative

848 217-541-8079

District Phone & FAX Numbers

Anna Evans

Producer Representative

Holmes Murphy & Associates

Producer Firm

Producer Address

Producer Phone & FAX Numbers

Producer Email Address

010020751

Producer Number

Signature of Authorized Purchaser

Print Name

Title

Date

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## PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until either revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to its directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Intentionally left blank by the Employer

Group No.: \_\_\_\_\_ By: \_\_\_\_\_  
Print Signer's Name Here  
→  
\_\_\_\_\_  
Signature and Title

Group Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Month \_\_\_\_\_ Year \_\_\_\_\_

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## BlueCross BlueShield of Illinois

City of Bloomington	
Effective Date:	7/1/2024
Members:	1,181
Employees:	535

E - CUSTOM TRADITIONAL PRICING	
Contract Period	Traditional Select
BRAND DISCOUNTS	
Retail Network	
7/1/2024 to 6/30/2025	19.95%
Extended Supply Network (ESN) - 90 Day Channel	
7/1/2024 to 6/30/2025	23.00%
Mail	
7/1/2024 to 6/30/2025	26.25%
GENERIC DISCOUNTS	
Retail Network	
7/1/2024 to 6/30/2025	84.00%
Extended Supply Network (ESN) - 90 Day Channel	
7/1/2024 to 6/30/2025	86.25%
Mail	
7/1/2024 to 6/30/2025	87.15%
BRAND DISPENSING FEES	
Retail Network	
7/1/2024 to 6/30/2025	\$0.60
Extended Supply Network (ESN) - 90 Day Channel	
7/1/2024 to 6/30/2025	\$0.00
Mail	
7/1/2024 to 6/30/2025	\$0.00
GENERIC DISPENSING FEES	
Retail Network	
7/1/2024 to 6/30/2025	\$0.60
Extended Supply Network (ESN) - 90 Day Channel	
7/1/2024 to 6/30/2025	\$0.00
Mail	
7/1/2024 to 6/30/2025	\$0.00
AGGREGATE SPECIALTY	
Discount	
7/1/2024 to 6/30/2025	22.75%
Specialty Pharmacy Dispensing Fee	
7/1/2024 to 6/30/2025	\$0.00

## Notes:

CR-3240

- Discounts are based on the actual NDC-11 dispensed on the fill date.
- Guarantees are based upon the above selected BCBSIL Network rate sheet.
- Guarantees are based upon an implemented BCBSIL Extended Supply Network (90-day retail). If not implemented, Retail rates apply.
- For the purpose of reconciliation at contract year end, discount and dispensing fee guarantees are reconciled in aggregate, as long as the contract remains in effect.
- Discount and dispensing fee rates exclude compound, long term care (LTC) pharmacy, home infusion (HIF) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, 340B, Medicare/Medicaid, out-of-network, member-submitted, foreign, coordination of benefits (COB), subrogation, paper, invalid, usual and customary (U&C) claims and non-specialty discount and dispensing fees also exclude specialty (as defined by the BCBSIL specialty drug pricing file) claims.
- For discount purposes, Specialty is defined by the BCBSIL specialty drug pricing file.
- Guarantees are based upon a exclusive specialty network arrangement.
- Aggregate Specialty discount guarantees do not include limited distribution drugs (LDDs) nor any new specialty drugs brought to market and added to the specialty list during the term of each contract year.
- For discount and dispensing fees, Brand drugs are defined as drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".
- For discount and dispensing fees, Generic drugs are defined as drugs available that have a Medi-Span multisource code field equal to "Y".
- Employer will be billed for retail brand and retail generic prescriptions, mail brand and mail generic prescriptions, ESN brand and ESN generic, and Specialty pharmacy claims (excluding Compound Drugs, Foreign Claims, and out-of-network claims) based on the lesser of (a) U&C or (b) PBM's adjudication rate schedule that is intended to achieve, on an aggregate annual basis, the AWP discounts and Dispensing Fees shown above (the "Employer's Contract Rates").
- Employer acknowledges and agrees that Employer's Contract Rates may vary based on market influences and as necessary to achieve the AWP discounts and Dispensing Fees shown above, on an aggregate contract year basis.
- Employer will be billed for Compound Drug claims based on the applicable discounted rate in the Network Contract.
- Compound Claims, Foreign Claims, reversed claims, and out-of-network claims are excluded from the calculation of whether the AWP discounts and Dispensing Fees shown above have been achieved and also are excluded from the calculation of any shortfall credit for Employer.
- If the number of employees drops to under 500, the discount and rebate guarantees become illustrative and annual reconciliation will not occur.



## BlueCross BlueShield of Illinois

City of Bloomington	
Effective Date:	7/1/2024
Members:	1,181
Employees:	535

E - CUSTOM TRADITIONAL PRICING		
Contract Period	Basic	Performance Select
<b>REBATES PER BRAND</b>		
<b>Retail Network</b>		
7/1/2024 to 6/30/2025	\$196.90	\$268.50
<b>Extended Supply Network (ESN) - 90 Day Channel</b>		
7/1/2024 to 6/30/2025	\$590.70	\$805.40
<b>Mail</b>		
7/1/2024 to 6/30/2025	\$590.70	\$805.40
<b>Specialty</b>		
7/1/2024 to 6/30/2025	\$2,867.20	\$3,183.10
<b>REBATES PER EMPLOYEE PER MONTH</b>		
7/1/2024 to 6/30/2025	\$82.16	\$91.53

## Notes:

CR-3240

- For rebate purposes, Specialty is defined by the BCBSIL specialty drug pricing file.
- For the purpose of reconciliation at contract year end, all rebate guarantees are reconciled in aggregate as long as the contract remains in effect.
- Compound, long term care (LTC) pharmacy, home infusion (HI) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, 340b, Medicare/Medicaid, out of network, member-submitted, foreign, coordination of benefits (COB), subrogation, paper, invalid, vaccine, over-the-counter (OTC), and zero balance due (100% member paid) claims are excluded from rebate guarantees.
- For rebate purposes, Brand drugs are defined as all drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".
- Rebates will be prorated up annually to the greater of the PEPM rebate credits or per brand Rx rebate guarantees
- Rebate guarantees are inclusive of and assume WAC reduction effective 1/1/2024 due to AMP CAP. BCBSIL reserves the right to adjust the reconciliation of guarantees for any other products with a WAC decrease.
- If the number of employees drops to under 500, the discount and rebate guarantees become illustrative and annual reconciliation will not occur.



## BlueCross BlueShield of Illinois

City of Bloomington	
Effective Date:	7/1/2024
Members:	1,181
Employees:	535

E - CUSTOM TRADITIONAL PRICING	
ADMINISTRATIVE FEE	
Contract Period	Per Employee Per Month
7/1/2024 to 6/30/2025	\$0.00

## Notes:

CR-3240

- Administrative Fees will be charged at the above rate on a per employee per month basis.

## Additional Caveats:

- Guarantees are based on adoption and adherence of an above BCBSIL drug list, including associated utilization management, recommended drug list strategies, and clinical programs. BCBSIL reserves the right to make an equitable modification to the pricing terms of the agreement for the following: changes in any law or regulation, changes in interpretation of a law or regulation, changes within PBM marketplace which lead to a significant deviation from the current economic environment, unexpected market events, unexpected generic launches, authorized generic launches, biosimilar products, products launched at risk, products under patent litigation, new lower cost NDCs priced net of rebates from the innovator, products with WAC decreases, biosimilar utilization or mix being materially different from underwriting assumptions, implementation of new clinical programs, removal of existing clinical programs, changes in pharmacy benefit plan design, specialty drug pricing file, limited distribution list, or drug list changes.
- Members will pay the lower of the contracted rate, U&C, or their applicable copayment. Zero balance logic is not employed.
- Assumes client does not have 340B pricing.
- Guarantees provided does not include savings from DUR or other clinical programs.
- Specialty drugs dispensed through the medical benefit will not be included in reconciliation of guarantees.
- Guarantees assumes current channel utilization. BCBSIL reserves the right to rerate to equitably adjust the guarantees in the event of significant changes in utilization.
- BCBSIL reserves the right to equitably adjust the guarantees in the event that membership in high deductible (CDHP) plan increases significantly over the current CDHP membership during the course of the contract.
- BCBSIL reserves the right to equitably adjust the guarantees in the event the number of covered members or pharmacy claims volume materially changes over the course of the contract.
- Covid-19 related testing, vaccines, and treatments are excluded from guarantee reconciliation.
- Members' cost share is the applicable copayment, deductible, and/or coinsurance, which coinsurance is calculated based on Employer's Contracted Rates or the applicable out-of-network pricing. Zero balance logic is not employed.
- Employer Payments to Claim Administrator for Covered Services provided by Network Participants are calculated based on the pricing terms set forth in this Addendum which shall remain in effect for the term of this Addendum to the extent described in the Administrative Services Agreement. Such pricing may or may not equal the amounts actually paid to the Network Participants or received from drug manufacturers (e.g., rebates), or the amounts paid or received between Claim Administrator and the PBM. As a result, the PBM or Claim Administrator may realize positive margin on prescriptions filled at retail, mail order, ESN or specialty pharmacies or prescription drug rebates. Employer acknowledges that it has negotiated for the specific traditional pricing terms set forth in this Addendum, and that it and its group health plan have no right to, or legal interest in, any portion of any positive margin retained by Claim Administrator or PBM and consents to Claim Administrator's and PBM's retention of all such amounts.
- Employer will be billed for Foreign Claims in an amount based on the amount billed by the pharmacy.
- Employer will be billed for out-of-network claims based on the pricing set forth in the Administrative Services Agreement and/or PBM Exhibit, as applicable.
- Guarantees will be calculated as described in this Addendum and the PBM Exhibit to the Administrative Services Agreement.
- Unless otherwise specified in this Addendum, capitalized terms used in this Addendum shall have the meanings set forth in the Administrative Services Agreement or the PBM Exhibit, as applicable.
- Rx offer is contingent on BCBSIL being the medical benefits administrator.
- The Claim Administrator will not be obligated to provide Rx reconciliation and will not be obligated to refund Employer until The PBM Addendum has been executed and is on file with the Claim Administrator by the close of the applicable Reconciliation Period.
- If the number of employees drops to under 500, the discount and rebate guarantees become illustrative and annual reconciliation will not occur.
- Commissions include \$3.25 PMPM ongoing Consulting Fee to Holmes Murphy.
- BCBSIL is offering a one-time Rx Carve in Fee Credit of \$15,000. This amount will be refunded to BCBSIL in full if the contract is terminated prior to the end of the contract period.
- Pricing includes a one-time Pharmacy Management Fund credit of \$10,000. This amount will be refunded to BCBSIL in full if the contract is terminated prior to the end of the contract period.
- BCBS XX is offering a one time payment of \$XX,000 if group moves to the XXXX Drug List.

\_\_\_\_\_  
Signature of Authorized Purchaser

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# 2025 Renewal for City of Bloomington Illinois



**see well.  
be well.**

Prepared By: Jamie Elliott, Key Client Manager

**vsp**  
vision care



APRIL 30, 2024

JOSH HANSEN  
CITY OF BLOOMINGTON ILLINOIS  
109 E OLIVE STREET  
BLOOMINGTON, IL 61701

**RE: CITY OF BLOOMINGTON ILLINOIS [REDACTED] / January 1, 2025 Renewal Notification**

Dear Josh Hansen:

**We thank you for being a valued VSP® Vision Care customer since 1997.**

We're committed to meeting and exceeding the expectations of your employees, as we've done for the last 28 years. Your employees continue to benefit from participating in the VSP Choice Plan®.

**Your renewal includes fully-covered, standard progressive lenses — only from VSP.**

VSP is raising the bar as the only vision care company to offer **fully-covered, standard progressive lenses**. Your employees will automatically get this new benefit feature. There's no extra cost and nothing more for you and your employees to do. Their VSP doctor will help determine which lens best suits their patient's individual lifestyle and vision needs. This is one more option to help our members enjoy clear, precise vision at an exceptional value.

**Also standard with VSP:**

- Lowest out-of-pocket costs on the widest selection of lenses.
- VSP Exclusive Member Extras—more than \$3,000 savings included on vision care, hearing, medical, and lifestyle services.
- Eye Health Management—your employees' wider safety net to catch chronic conditions like diabetes early, before costly symptoms emerge.
- Essential Medical Eye Care—coverage beyond routine eye care to treat immediate issues from pink eye to sudden changes in vision, or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more.

To see all the details, please refer to your renewal proposal attached.

**Let's stay together.**

Sign the attached to continue with VSP and your premium plan for this next policy and return it to me via email at [jamie.elliott@vsp.com](mailto:jamie.elliott@vsp.com) by January 1, 2025.

Thank you,

Jamie Elliott  
Key Client Manager

	VSP Choice Plan®						
	Current Standard Plan	Renewal Standard Plan	Alternative Renewal Standard Plan	Current Premier Plan	Renewal Premier Plan	Alternative Renewal Premier Plan 1	Alternative Renewal Premier Plan 2
<b>Exam Copay</b>	\$10.00	\$10.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Materials Copay</b>	\$10.00	\$10.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Frequency:</b>	Every calendar year Every calendar year Every other calendar year	Every calendar year Every calendar year Every other calendar year	Every calendar year Every calendar year Every other calendar year	Every calendar year Every calendar year Every other calendar year	Every calendar year Every calendar year Every other calendar year	Every calendar year Every calendar year Every other calendar year	Every calendar year Every calendar year Every calendar year
<b>Essential Medical Eye Care</b>	\$20 copay per visit						
<b>Exam Coverage</b>							
<b>WellVision Exam®</b>	Covered in full after copay						
<b>Contact Lens Exam (Fitting &amp; Evaluation)</b>	Standard and premium fit: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed \$60 15% off not available at Costco® Optical, Walmart® Optical or Sam's Club® Optical	Standard and premium fit: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed \$60 15% off not available at Costco® Optical, Walmart® Optical or Sam's Club® Optical	Standard and premium fit: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed \$60 15% off not available at Costco® Optical, Walmart® Optical or Sam's Club® Optical	Standard and premium fit: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed \$60 15% off not available at Costco® Optical, Walmart® Optical or Sam's Club® Optical	Standard and premium fit: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed \$60 15% off not available at Costco® Optical, Walmart® Optical or Sam's Club® Optical	Standard and premium fit: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed \$60 15% off not available at Costco® Optical, Walmart® Optical or Sam's Club® Optical	Standard and premium fit: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed \$60 15% off not available at Costco® Optical, Walmart® Optical or Sam's Club® Optical
<b>Routine Retinal Screening</b> Not available at Costco® Optical, Walmart® Optical or Sam's Club® Optical	No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam.	No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam.	No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam.	No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam.	No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam.	No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam.	No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam.
<b>Lens Coverage</b>							
<b>Basic Prescription Lenses:</b> (Glass or plastic) Single vision Lined bifocal Lined trifocal Lenticular	Covered in full after copay						
<b>Lens Enhancements<sup>1</sup></b>	Covered with a copay, saving an average of 30%	Covered with a copay, saving an average of 30%	Covered with a copay, saving an average of 30%	Covered with a copay, saving an average of 30%	Covered with a copay, saving an average of 30%	Covered with a copay, saving an average of 30%	Covered with a copay, saving an average of 30%
Single Vision	Multifocal	Single Vision	Multifocal	Single Vision	Multifocal	Single Vision	Multifocal
\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41
Anti-glare coating:							
All other Anti-glare coatings:	\$68-\$85	\$68-\$85	\$68-\$85	\$68-\$85	\$68-\$85	\$68-\$85	\$68-\$85
Impact-resistant lenses for children:	Covered in full						
Impact-resistant lenses for adults:	\$35	\$35	\$35	\$35	\$35	\$35	\$35
Standard Progressives:	N/A	Covered in full	N/A	Covered in full	N/A	Covered in full	N/A
Premium & Custom Progressives:	N/A	\$95 - \$175	N/A	\$95 - \$175	N/A	\$95 - \$175	N/A
Tint/Light-reactive lenses:	\$75	\$75	\$75	\$75	\$75	\$75	\$75
Scratch-resistant coating:	\$17	\$17	\$17	\$17	\$17	\$17	\$17
Costco® Optical, Walmart® Optical and Sam's Club® Optical prices already include savings. Members will pay the Usual & Customary fee.	Costco® Optical, Walmart® Optical and Sam's Club® Optical prices already include savings. Members will pay the Usual & Customary fee.	Costco® Optical, Walmart® Optical and Sam's Club® Optical prices already include savings. Members will pay the Usual & Customary fee.	Costco® Optical, Walmart® Optical and Sam's Club® Optical prices already include savings. Members will pay the Usual & Customary fee.	Costco® Optical, Walmart® Optical and Sam's Club® Optical prices already include savings. Members will pay the Usual & Customary fee.	Costco® Optical, Walmart® Optical and Sam's Club® Optical prices already include savings. Members will pay the Usual & Customary fee.	Costco® Optical, Walmart® Optical and Sam's Club® Optical prices already include savings. Members will pay the Usual & Customary fee.	Costco® Optical, Walmart® Optical and Sam's Club® Optical prices already include savings. Members will pay the Usual & Customary fee.
<sup>1</sup> Prices shown reflect standard selections; premium or custom options may also be available at additional costs.							
<b>Frame Coverage</b>							
<b>VSP Network Doctors and Visionworks®</b>	\$130 allowance; plus 20% off any amount above the allowance	\$130 allowance; plus 20% off any amount above the allowance	\$130 allowance; plus 20% off any amount above the allowance	\$200 allowance; plus 20% off any amount above the allowance	\$200 allowance; plus 20% off any amount above the allowance	\$200 allowance; plus 20% off any amount above the allowance	\$200 allowance; plus 20% off any amount above the allowance
<b>Costco® Optical</b>	\$70 allowance	\$70 allowance	\$70 allowance	\$70 allowance	\$110 allowance	\$110 allowance	\$110 allowance
<b>Walmart® Optical, Sam's Club® Optical and Regional Retail Chains</b>	\$130 allowance	\$130 allowance	\$130 allowance	\$130 allowance	\$200 allowance	\$200 allowance	\$200 allowance
<b>Contact Lens Coverage</b>							
<b>Elective Contact Lenses</b> (prescription contact lenses, in lieu of glasses)	\$130 allowance	\$130 allowance	\$130 allowance	\$200 allowance	\$200 allowance	\$200 allowance	\$200 allowance
<b>Necessary Contact Lenses</b> Not available at Costco® Optical, Walmart® Optical, Sam's Club® Optical or Regional Retail Chains	Covered in full after copay						

# VSP® Renewal Exhibit

	VSP Choice Plan®						
	Current Standard Plan	Renewal Standard Plan	Alternative Renewal Standard Plan	Current Premier Plan	Renewal Premier Plan	Alternative Renewal Premier Plan 1	Alternative Renewal Premier Plan 2
<b>Extra Savings</b>							
<b>VSP Laser VisionCare™ Program</b> Discounts on LASIK, Custom LASIK, and PRK, plus patient education.	Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities.	Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities.	Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities.	Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities.	Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities.	Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities.	Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities.
<b>Additional Pairs of Glasses</b>	20% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses from any VSP provider within 12 months of the patient's last WellVision Exam.	20% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses from any VSP provider within 12 months of the patient's last WellVision Exam.	20% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses from any VSP provider within 12 months of the patient's last WellVision Exam.	20% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses from any VSP provider within 12 months of the patient's last WellVision Exam.	20% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses from any VSP provider within 12 months of the patient's last WellVision Exam.	20% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses from any VSP provider within 12 months of the patient's last WellVision Exam.	20% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses from any VSP provider within 12 months of the patient's last WellVision Exam.
<b>Plan Enhancements</b>							
<b>LightCare</b> Allows members to use their frame allowance towards ready-made non-prescription sunglasses, or ready-made non-prescription blue light filtering glasses, instead of prescription glasses or contacts. Not available at Walmart® Optical or Sam's Club® Optical	N/A	N/A	\$10 copay \$130 allowance	N/A	N/A	\$0 copay \$200 allowance	\$0 copay \$200 allowance
<b>Out-of-Network Schedule</b>							
Eye Exam:	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
Single Vision:	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Lined Bifocal:	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Lined Trifocal:	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
Lenticular:	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Progressive:	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Frame:	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
Elective Contact Lenses:	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00
Necessary Contact Lenses:	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
<b>Monthly Rates</b>							
<b>Risk</b>	Employee Only: \$8.45 Employee + One: \$12.51 Employee + Family: \$19.93	Employee Only: \$8.58 Employee + One: \$12.70 Employee + Family: \$20.23	Employee Only: \$8.84 Employee + One: \$13.08 Employee + Family: \$20.84	Employee Only: \$11.26 Employee + One: \$16.68 Employee + Family: \$26.05	Employee Only: \$11.43 Employee + One: \$16.93 Employee + Family: \$26.45	Employee Only: \$13.31 Employee + One: \$19.71 Employee + Family: \$30.80	Employee Only: \$14.80 Employee + One: \$21.92 Employee + Family: \$34.23
<b>Commissions</b>	Flat 1.50%						
<b>Policy Term</b>	2 Years	2 Years	4 Years	2 Years	2 Years	4 Years	4 Years
Select the desired renewal plan	<input type="checkbox"/>						
<b>Renewal Acceptance</b>							

To renew your contract with VSP and ensure continuous service, please have the appropriate representative review this information, select the desired renewal action, sign and return this Renewal Agreement to the email address below. VSP produces your Plan Policy upon receipt of your confirmation of renewal. Your new Plan Policy may contain some provisions that are changed from those in your current Policy, so you should review the new Policy carefully upon receipt. Please file this Agreement with your VSP contract as it serves as your notice of renewal.

VSP® Renewal Exhibit for City of Bloomington Illinois  
Renewal Effective Date: January 1, 2025

Jamie Elliott  
Key Client Manager, VSP  
Phone # 916-851-4437  
[jamie.elliott@vsp.com](mailto:jamie.elliott@vsp.com)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Based on applicable laws, benefits may vary by doctor location.

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Classification: Confidential

Rev.11/2023



**ALEX SUBSCRIPTION AGREEMENT**  
Effective for Work Orders entered on or after May 5th, 2023

THIS ALEX SUBSCRIPTION AGREEMENT (the "Agreement") is entered into upon execution of the work order between the customer (the "Customer") and The Jellyvision Lab, Inc. ("Jellyvision. These terms and agreement shall be superseded by any custom or modified agreement negotiated by the parties.

1. **Software Subscription.** Jellyvision hereby agrees to provide access to, and use of, the ALEX® software platform (the "Software") to Customer, as described in a work order (each, an "Order") and according to the implementation schedule specified in an Order (each, a "Schedule"). Customer shall contribute plan data, trademarks, and logos ("Customer Materials") that Jellyvision will incorporate into the Software, as specified in an Order.
2. **Order.** Each Order is an integral part of this Agreement, and the parties agree upon everything in an Order as if set forth in this Agreement. To the extent of any conflict between the Agreement and an Order, such Order shall control with respect to the Software.
3. **Fees.** As consideration for the Software to be provided by Jellyvision hereunder, Customer shall pay to Jellyvision the Fees as specified in an Order. Payment is due within 30 days of receipt of invoice by Customer. Interest shall be paid on amounts not timely paid at a rate of 1.5% per month. Customer will also be responsible for any and all taxes, however designated, that are levied or based on the Agreement or an Order, except for taxes based on the net income of Jellyvision. Customer shall also be responsible for any collections fees. If Customer is exempt from such taxes, Customer will provide Jellyvision with a copy of a valid exemption certificate.
4. **Milestone Deliverables and Approvals.** Jellyvision shall deliver to Customer each deliverable for the Software in accordance with the Schedule. Customer shall accept or reject each such deliverable in accordance with the Schedule; *provided that* Customer shall use its best efforts to inform Jellyvision of any matter that could cause a deliverable to be rejected as soon as such matter is identified. Any milestone that has not been timely rejected in accord with this Section 4 by Customer shall be approved. Should Customer timely reject a deliverable, it must provide Jellyvision with a written explanation of the reasons for the rejection, a description of any errors identified, and any recommendations for corrections that would result in the deliverable being accepted by Customer when resubmitted. Jellyvision shall promptly submit or resubmit the materials to Customer which, so long as such corrections have been made and no new errors have been introduced, shall then be approved.
5. **Change Orders.** If Customer desires to modify the Software or deliverables as described in an Order, the following procedures shall apply: Customer shall in writing describe the proposed change to Jellyvision. Promptly, but in any event not more than 5 business days after receipt of such change request, Jellyvision shall submit a change order proposal to Customer for approval. Such change order will include a statement of any additional charges and any adjustments to the milestone and delivery schedule(s) resulting from the proposed change. Jellyvision shall utilize its best efforts to accommodate any change proposed by Customer in a cost effective and time efficient manner so that any increases to Customer hereunder are reasonable. In the event Customer approves Jellyvision's proposal by signing the change order, such Order will be amended to incorporate such change.
6. **Independent Contractor.** Jellyvision's relationship with the Customer will be that of an independent contractor and not that of an employee. Jellyvision will not be eligible for any employee benefits, nor will the Customer make deductions from payments made to Jellyvision for customary employer taxes, all of which will be Jellyvision's responsibility.
7. **Confidentiality.** A party ("Recipient") will treat any information provided to it by the other party ("Discloser") and designated as confidential or proprietary, or a party reasonably believes to be confidential or proprietary, at the time of disclosure to be confidential ("Confidential Information"), and will only use such Confidential Information as permitted under this Agreement. As used herein, Confidential Information shall mean ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, formulae, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Discloser provides regarding third parties with a substantially similar confidentiality requirement. In the case of Customer, any non-public information regarding Customer's plan data shall also be Confidential Information. The Recipient shall hold in confidence and shall not disclose any Confidential Information to any person or entity except

to a director, officer, employee, outside consultant, or advisor (collectively, "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties under this Agreement for the Recipient and who are bound by a duty of confidentiality substantially similar to that herein. The obligations imposed upon Recipient shall not apply to Confidential Information which is: (a) or becomes generally available to the public through no wrongful act of the Recipient; (b) already lawfully in the possession of the Recipient and not subject to an existing agreement of confidentiality; (c) received from a third party without restriction and without breach of a prior confidentiality obligation; (d) independently developed by the Recipient without reference to the Confidential Information; or (e) released pursuant to the binding order of a government agency or a court. Jellyvision understands that Customer is subject to the Freedom of Information Act ("FOIA") and while Customer will use reasonable efforts to utilize any available exemption, the entirety of this Agreement and any other communications with Customer may be divulged as a result. Notwithstanding the foregoing, Jellyvision may use aggregated and deidentified data compiled from Customer's benefit plan data and its users' use of the Software to improve the Software and provide market research and insights to third parties. Neither Customer, users, nor Customer's plan data can be identified from such aggregated data.

**8. Ownership.** Jellyvision at all times retains complete and sole ownership of the Software, including but not limited to all programming, music, art, scripts, assets, and all other material. Notwithstanding the foregoing, Customer retains ownership of Customer Materials that it had previously created and are incorporated into the Software. Customer hereby provides a license to Jellyvision of all Customer Materials for use in the Software in connection with this Agreement. Customer hereby warrants that it has the right to provide Jellyvision with such Customer Materials for use in the Software under the terms of this Agreement.

**9. Limited Warranties.** JELLYVISION WARRANTS THAT THE SOFTWARE SHALL SUBSTANTIALLY CONFORM TO THE SPECIFICATIONS SET FORTH IN AN APPLICABLE ORDER AND THAT THE SOFTWARE WILL NOT INFRINGE ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY ENFORCEABLE IN THE UNITED STATES. EXCEPT FOR THE FOREGOING, THE SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND JELLYVISION HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY

QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, AND/OR OF QUIET ENJOYMENT. JELLYVISION DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET CUSTOMER REQUIREMENTS (EXCEPT AS DESCRIBED HEREIN), THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE WILL BE COMPATIBLE WITH THIRD PARTY SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JELLYVISION OR A JELLYVISION REPRESENTATIVE SHALL CREATE A WARRANTY.

#### **10. Term and Termination.**

a. **Agreement Term.** The term of this Agreement is from the Effective Date to the three-year anniversary of the Effective Date ("Initial Term"). This Agreement shall automatically renew for subsequent one-year periods (each, a "Renewal Term") at the end of the Initial Term, or any Renewal Term unless either party shall have given the other party written notice, at least 30 days prior to the end of the Initial/Renewal Term that the first party does not wish to extend the Term of the Agreement. Upon conclusion of the Initial Term, the cost of subsequent renewal terms shall be mutually agreed upon by the parties but not to exceed three percent (3%) over the prior year. This Agreement shall automatically expire in the event that there is no active Order for a period greater than 12 months. Expiration of this Agreement shall not affect the term of any Order hereunder to the extent such Order specifies its own term.

b. **Software Subscription Term.** Jellyvision shall make the Software available to Customer for the period of time set forth in the applicable Order.

c. **Termination Rights.** Either Customer or Jellyvision may terminate this Agreement if the other is in material breach where such material breach is not cured within 30 business days of receipt of written notice. Customer may terminate this Agreement without cause, but all fees under any active Order shall remain owed to Jellyvision on the earlier of (a) the payment schedule set forth in the applicable Order; and (b) 30 calendar days from the date of termination.

d. **Termination Responsibilities.** Upon termination, expiration, or other cessation of this Agreement, the Customer agrees to cease use of the Software and return to Jellyvision all Jellyvision materials. Upon termination, expiration, or other cessation of this Agreement, Jellyvision agrees to return all Customer Materials to Customer.

#### **11. Indemnification.**

a. **Indemnification of Customer.** Jellyvision agrees to defend, indemnify and hold Customer harmless from and against any and all third party claims, damages, liability, losses, costs and expenses caused by (i) any claimed infringement of any U.S. patent right, U.S. trademark right,

or U.S. copyright arising out of Customer's use of the Software; or (ii) any misrepresentation, negligent or tortious act or omission, or breach of or default under this Agreement by Jellyvision or by anyone else acting for or on behalf of Jellyvision; provided (A) that Jellyvision is promptly notified in writing by Customer of any such claim against Customer; (B) that Customer authorizes Jellyvision to assume sole control over the defense of any such claim thereafter, together with the right to settle or compromise such claim; (C) that Customer makes available to Jellyvision such information, assistance and authority as may be reasonably requested by Jellyvision in order to enable Jellyvision to defend any such claim; and (D) Customer complies with any settlement or court order made in connection with the proceeding. Jellyvision's obligations under this Section 11(a) will not apply to any actual or alleged infringement based upon any Customer content or Customer Materials contained in the Software.

b. **Indemnification of Jellyvision.** Customer agrees to defend, indemnify and hold Jellyvision and its licensors harmless from and against any and all third party claims, damages, liability, losses, costs and expenses caused by (i) any Customer-developed or Customer-approved content or Customer Materials in the Software; (ii) any intentionally incorrect information provided by Customer to Jellyvision; or (iii) any intentional misrepresentation, grossly negligent or tortious act or omission, or breach of or default under this Agreement, by Customer or by anyone else acting for or on behalf of Customer; provided (A) that Customer is promptly notified in writing by Jellyvision of any such claim against Jellyvision; (B) that Jellyvision authorizes Customer to assume sole control over the defense of any such claim thereafter, together with the right to settle or compromise such claim; (C) that Jellyvision makes available to Customer such information, assistance and authority as may be reasonably requested by Customer in order to enable Customer to defend any such claim; and (D) Jellyvision complies with any settlement or court order made in connection with the proceeding.

12. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS, LOSS OF GOODWILL), PUNITIVE, OR EXEMPLARY DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF THE FOREGOING. EXCEPT FOR LIABILITY ARISING UNDER SECTION 7 ("CONFIDENTIALITY"), SECTION 8 ("OWNERSHIP"), AND SECTION 11 ("INDEMNIFICATION"), GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR AN ORDER SHALL NOT EXCEED THE AMOUNTS PAID OR INVOICED FOR THE

CURRENT 12 MONTH PERIOD. THE PARTIES AGREE THAT THE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM IN WHICH SUCH CLAIMS ARE BASED (WHETHER IN CONTRACT, TORT, OR OTHERWISE) AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES.

13. **General.**

a. **Waiver and Modification.** No waiver or modification of the Agreement will be effective unless in writing and signed by the party against whom such waiver or modification is asserted. Waiver by either party in any instance of any breach of any term or condition of this Agreement will not be construed as a waiver of any subsequent breach of the same of any other term or condition. None of the terms or conditions of this Agreement will be waived by course of dealing or trade usage.

b. **Notices.** All notices and demands will be in writing and will be delivered at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands will be delivered by international overnight courier, electronic mail, or certified or registered airmail, return receipt requested, and will be complete upon receipt. If a party has changed its address without informing the other, the notice will be deemed to have been given and received 7 days following the postmarked date.

c. **Data Backup.** The Services do not replace the need for Customer to maintain regular data backups or redundant data archives. JELLYVISION HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA OR AUTHORIZED USER DATA.

d. **Dispute Resolution.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., excluding principles of conflicts of law. The United Nations Convention on the International Sale of Goods shall not apply to the transactions contemplated by this Agreement. All disputes pertaining to this Agreement shall be decided by a state or federal court located in Chicago, Illinois, and each party hereto hereby consents to personal jurisdiction in such courts. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party will be entitled to recover from the other party all the costs, reasonable attorneys' fees and other expenses incurred by such prevailing party in the litigation.

e. **Severability.** In the event that any provision of this Agreement is held by a court to be unenforceable, the provision will be enforced to the maximum extent

permissible and the remaining portions of this Agreement will remain in full force and effect.

f. **Cumulative Remedies.** Except as may be specifically set forth in this Agreement with respect to certain matters, the rights and remedies of either party as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies provided under this Agreement or now or hereafter provided by law.

g. **Force Majeure.** Neither party shall be in default hereunder, nor shall it hold the other party responsible, for any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to: earthquake, flood, fire, storm or other natural disaster, epidemic, accident, explosion, casualty, act of God, lockout, strike, labor controversy or threat thereof, riot, insurrection, civil disturbance or commotion, boycott, disruption of the public markets, war or armed conflict (whether or not officially declared), sabotage, act of a public enemy, embargo, delay of a common carrier, or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment or decree; *provided* that the party relying upon this Section 13(f): (i) shall have given the other party written notice thereof promptly and, in any event, within 5 days of discovery thereof; and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the *force majeure* upon which such notice is based.

h. **Suggestions/Improvements to Software.** Notwithstanding anything to the contrary herein, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding Software or other Jellyvision materials provided to Customer shall be owned by Jellyvision, and Customer hereby assigns any such rights to Jellyvision. Nothing in this Agreement shall

preclude Jellyvision from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Jellyvision in the provision of any Software hereunder.

i. **Assignment.** Neither party may assign its rights and/or obligations under this Agreement without written acceptance of the other Party. However, Jellyvision may assign this Agreement to an acquiring or successor entity that has the same or similar financial standing to operate the company.

j. **No Third Party Beneficiaries.** Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

k. **Survival.** The parties hereby agree that the following provisions shall survive the expiration or early termination of this Agreement: (i) Section 7, 8, 10(c), 10(d), 11, 12, and 13 of this Agreement; and (ii) any section of a then-active Order that a party would reasonably believe should survive.

l. **Entire and Sole Agreement.** This Agreement, the Order(s) hereunder, including any Exhibits thereto, constitutes the entire and sole agreement of the parties pertaining to the subject matter hereof, and supersedes in their entirety any and all prior written and oral agreement (including, but not limited to, oral negotiations) with respect to such subject matter hereof.

m. **End User Terms of Use.** The relationship between Jellyvision and Customer's end users is spelled out in the ALEX Terms of Service located at [www.jellyvision.com/tos](http://www.jellyvision.com/tos) (or the then-current URL as determined by Jellyvision). The Terms of Service do not modify or supersede the terms of this Agreement and only specify the rights and obligations of Jellyvision and the end users to one another.

## ADDITIONAL TERMS FOR ALEX

### 1. Plan Analysis and Compatibility

a. For Customers who are new to Jellyvision, Jellyvision will complete an analysis of Customer's existing benefit plans as provided by Customer (the "**Existing Plans**") to determine compatibility with ALEX. Customer represents that its plans to be presented in ALEX are not materially different from the Existing Plans; recognizing that, if this assumption is incorrect or if additional plans are introduced at a later date, the fees, milestones, and platform requirements herein will change commensurate with the additional work Jellyvision must

undertake related to such incorrect assumption. Any change to Customer's plans outside of standard plan design elements (e.g., coverage levels, deductibles, or out of pocket maximums will be considered material changes.

b. For renewing Customers, Customer's plans presented in ALEX for the prior Subscription Term are compatible with ALEX (the "**Existing Plans**"). Customer represents that its plans to be presented in ALEX are not materially different from the Existing Plans; recognizing that, if this assumption is incorrect or if additional plans are introduced at a later date, the fees, milestones,

and other terms herein will change commensurate with the additional work Jellyvision must undertake related to such incorrect assumption. So what changes would be materially different? Any change to Customer's plans outside of standard plan design elements (e.g., coverage levels, deductibles, or out of pocket maximums).

## 2. ALEX URLs

- a. A fee will apply if Customer requests a different URL after the start of implementation.
- b. When the Subscription Term is longer than one year, the URL(s) for ALEX for future years will be determined by Jellyvision and approved by Customer.

## 3. ALEX ID

- a. ALEX ID remembers your people, creating a streamlined, personalized experience during onboarding, open enrollment and beyond.
- b. An ALEX ID is created when employees access ALEX through SSO or submit their email address to ALEX. Jellyvision collects and stores their name (optional), email, phone number (optional) and password. If SSO is enabled or a social login (such as Google Sign-On) is used Jellyvision does not store their password.
- c. We'll also store information generated from their interactions with the ALEX platform in order to provide intelligent recommendations via email, text or in-platform notifications.

## 4. ALEX Connect

- a. ALEX Connect centralizes employee benefit information into one platform, and doubles as a communication tool for Customer's HR team.
- b. Customer will upload a list of its employees' contact information: (i) in a format; (ii) in a secure manner; and (iii) to a secure location as specified by Jellyvision. Such a list will include the following information: employee email addresses, employee name, employee's work phone number (together, the "**Customer's Employee Contact List**").
- c. Once per month, Customer will upload its census file: (i) in a format; (ii) in a secure manner; and (iii) to a secure location as specified by Jellyvision. Such census file will include the following information: employee name, work

email address, medical carrier, enrolled medical plan, dental carrier, enrolled dental plan, vision carrier, enrolled vision plan, number of dependents, employee status and/or title, ethnicity and/or race, gender, hire date, location, work phone number, and salary (together, the "**Customer Census File**").

- d. Customer agrees that ALEX Connect may contact the individuals listed in Customer's Employee Contact List at Customer's request and that Jellyvision is acting as Customer's agent in transmitting any and all of these communications to anyone on the Customer's Employee Contact List. Customer agrees, so long as Jellyvision's activities are materially within the scope outlined in this Order, that Customer is responsible for any claim, allegation, or concern by any individual on the Customer's Employee Contact List that these communications violate the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act of 2003, the CAN-SPAM Act, or any law, statute, regulation, rule, or other governmental standard (collectively "**Law**"). In addition, Customer, on behalf of its employees and/or anyone on the Customer's Employee Contact List, hereby waives any claim alleging a violation of law for any activities under this Order.
- e. Customer agrees that Jellyvision may reach out to a subset of the individuals listed in the Customer Contact List in order to gauge the effectiveness of the Email Campaign(s).
- f. The parties agree that they have reviewed the terms and conditions located at <https://www.onestrive.com/terms-of-use/> ("**Terms of Use**") and that the use of ALEX Connect by each individual end-user will be governed by the Terms of Use.

## 5. ALEX Benefits Communications

- a. Jellyvision will help craft and send a series ("**Campaign**") of email messages and text messages ("**Messages**") based on Customer's communication plan for Customer's open enrollment period ("**OE**"), which begins on the OE Start Date and ends on the OE End Date. Each Campaign will begin on a date mutually

agreed by the parties ("Campaign Launch Date").

b. Customer will upload its list of contact information to Jellyvision, including but not limited to, employee email addresses, employee name, employee's work phone number (together, the "Customer's Employee Contact List"), in a format specified by Jellyvision, and in a secure manner as directed by Jellyvision. Customer warrants that the Customer's Employee Contact List contains only the contact information of Customer's benefits-eligible employees, and that Jellyvision is hereby authorized to contact such benefits-eligible employees on behalf of Customer. To the extent not forbidden by applicable law, Customer agrees to defend, indemnify and hold Jellyvision and its licensors harmless from and against any and all third party claims, damages, liability, losses, costs and expenses related to or arising out of: (i) a Message; (ii) a Campaign; or (iii) the Customer's Employee Contact List. In any event, Customer agrees not to raise any prohibition against indemnification as a defense to any indemnification claim.

c. ALEX Benefits Communications Releases...

i. ALEX Benefits Communications includes up to three (3) Campaign Releases for each Campaign.

ii. Jellyvision utilizes the release process for Customer review and approval of Messages prior to Campaign Launch, as follows: a "Campaign Release" is a draft of all Messages comprising a communications Campaign that Jellyvision presents to Customer via a Word document (or via another medium). Customer provides feedback on each Campaign Releases, including any corrections or revisions, typically within 3-4 business days after Jellyvision provides each Campaign Releases, then final approval for the Campaign Launch, as specified in the agreed upon Campaign schedule.

iii. Final approval refers to express written approval from all Customer stakeholders that all Campaign content is in its finished form.

iv. For each Campaign Release delivered in excess of those set forth above, or delivered by Jellyvision as a "rush release" outside the Campaign schedule, Customer shall pay \$3,000 ("Additional Campaign Release Fee"). If Customer misses the applicable sign-by date or is late on feedback or approvals, it may lead to a delay in the applicable Campaign Launch, or may require Jellyvision to perform a "rush release" in order to meet the applicable Campaign Launch, which will also be subject to the Additional Campaign Release Fee.

d. Open Enrollment Engagement Package:

- i. One (1) Campaign with up to six (6) Messages for up to two (2) unique segments.
- ii. Demographic tracking and analytics report.
- iii. The Campaign Launch Date may be up to two (2) weeks before the OE Start Date. The Campaign End Date may be up to one (1) week after the OE End Date. However, the maximum duration of the Campaign is the duration of the OE period plus two (2) weeks.
- iv. All unused Messages will expire after the Campaign End Date.
- v. Includes two (2) rounds of revision, allow-listing support, and one list update during OE.

e. Open Enrollment Package:

- i. One (1) Campaign of up to eight (8) Messages.
- ii. The Campaign will begin on the Campaign Launch Date and will end on or before the OE End Date.
- iii. All unused Messages will expire on the OE End Date.
- iv. The maximum duration of the Campaign is three (3) weeks.

f. Open Enrollment+ Package:

- i. One (1) Campaign of up to fifteen (15) Messages.
- ii. The Campaign will begin on the Campaign Launch Date and will end on or before the OE End Date.
- iii. All unused Messages will expire on the OE End Date.
- iv. The maximum duration of the Campaign is four (4) weeks.

g. Open Enrollment + Quarterly Package:

- i. One (1) Campaign of up to ten (10) Messages during OE.
- ii. Three (3) additional Campaigns, comprising up to six (6) Messages per Campaign.
- iii. Future campaign launch dates will be mutually agreed upon by Customer and Jellyvision, and must be launched no later than eleven (11) months from the initial Campaign Launch Date.

- iv. All unused Messages and Campaigns will expire 365 days after the first Message is sent by Jellyvision.
  - h. Custom Campaign:
- i. Jellyvision will execute the Campaign described in the respective Appendix 1.

**6. ALEX Implementation Releases...**

- a. As applicable based on Customer's subscribed-to ALEX products, the following governs the applicable number of releases:
- i. ALEX Benefits Counselor (with Retirement) includes up to three (3) Releases for implementation, and an additional Release with ALEX Advanced.
- ii. Benefits Sneak Peek video includes 1 Release for implementation.
- iii. New Hire Sneak Peek video includes 1 Release for implementation.
- b. Jellyvision utilizes the release process for Customer review and approval of ALEX prior to launch, as follows: a "**Release**" is a draft of the Software that Jellyvision presents to Customer via a testing URL, along with documentation verifying the data that Jellyvision entered into the back-end system used to build ALEX. Customer provides feedback on each Release, including any corrections or revisions, typically within 3-4 business days after Jellyvision provides each Release, then final approval for the ALEX launch, as specified in the implementation schedule.
- c. Customer shall pay \$5,000 ("**Additional Customer Release Fee**") for each release

delivered in excess of those set forth above on a per feature basis, or delivered by Jellyvision as a "rush release" outside the implementation schedule. If Customer misses the applicable sign-by date or is late on feedback or approvals, it may lead to a delay in the applicable launch date, or may require Jellyvision to perform a "rush release" in order to meet the applicable launch date, which will also be subject to the Additional Customer Release Fee.

**7. When the Subscription Term is longer than one year:**

- a. The subscription(s) and the associated fees are only for the items listed in the order. If additional Software needs to be added at a later date, the fees will change as documented in a mutually executed Change Order.
- b. The launch date and implementation schedule for future years of the Subscription Term will be determined by mutual agreement of Jellyvision and Customer.

**8. General**

- a. If Jellyvision shares future product ideas during the Subscription Term, Customer agrees that such ideas are Jellyvision's confidential information.
- b. Customer will be responsible for any and all taxes, however designated, that are levied or based on this Order, except for taxes based on the net income of Jellyvision.



**ORDER #004**  
**“Sign-By Date”:**  
**06/14/2024**

Customer (as defined below) as a subscriber on the ALEX® platform ("ALEX" or "Software") under the Agreement (as defined below) agree to be bound to this Order including the Terms and Conditions referenced herein and is effective as of the date last signed below (the "Effective Date").

**CUSTOMER:** City of Bloomington, IL

**AGREEMENT:** This Order is governed by the terms and conditions attached to this Order. However, these terms shall be superseded by any custom terms that have been mutually agreed to in writing by the parties.

**Launch Date:** 10/04/2024      **Expiration Date:** 10/03/2027

**SOFTWARE SUBSCRIPTION AND TOTAL FEE:**

The Total Fee is based on 650 benefits-eligible employees.

SOFTWARE SUBSCRIPTION	FEE
ALEX Advanced Year 1	\$53,847
ALEX Advanced Year 2	\$55,462
ALEX Advanced Year 3	\$57,126
<b>TOTAL FEE</b>	<b>\$166,435</b>

**FEE:**

- The Year 1 Total Fee will be invoiced upon execution of this Order and subject to the payment terms of the Agreement.
- The Year 2 Total Fee will be invoiced ninety (90) days before the first anniversary of the Effective Date, payable NET 30.
- The Year 3 Total Fee will be invoiced ninety (90) days before the second anniversary of the Effective Date, payable NET 30.

1. **URLS:** Users will access the Software via a URL determined by Jellyvision, with the following format:
  - ALEX: <https://start.myalex.com/bloomingtonil>
  - Medicare: <https://medicare.myalex.com/bloomingtonil>
2. **SIGN-BY DATE:** The pricing for this Order is valid through the Sign-By Date. Customer execution after the Sign-By Date may be subject to additional fees.
3. **ALEX LAUNCH:** Based on the Sign-By Date, Jellyvision will launch ALEX on the Launch Date ("ALEX Launch"). The ALEX Launch will include the features Customer selects prior to implementation kick-off. A detailed

implementation schedule with due dates for both Jellyvision and Customer deliverables will be provided as a separate document during implementation.

4. **SPECIFICATIONS:** Product and technical specifications are available at <https://www.jellyvision.com/specifications>. To view this page, use the password “benefits4ever”. Jellyvision may update these specifications from time to time, so long as such updates do not materially degrade ALEX.
5. **EXHIBITS:** Customizations (if any) and Workarounds (if any) are listed in Exhibit 1.

Accounts Payable Contact: Misty Shafer

Accounts Payable Email: [mshafer@cityblm.org](mailto:mshafer@cityblm.org)

Accounts Payable Phone: 309-434-2330

Our signatures below mean we both agree to what is in this Order. Jellyvision is truly grateful that Customer is a part of the ALEX family.

**City of Bloomington, IL**

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**The Jellyvision Lab, Inc.**

DocuSigned by:



79C40703E06A450...

Signature: \_\_\_\_\_

Jay Sinder

Name (Print): \_\_\_\_\_

chief Financial Officer

Title: \_\_\_\_\_

5/1/2024

Date: \_\_\_\_\_

**EXHIBIT 1**

**CUSTOMIZATIONS & WORKAROUNDS**

**CUSTOMIZATIONS**

- No customizations.

**WORKAROUNDS**

- Relevant workarounds delivered as part of prior year subscriptions will be carried over from Customer's existing ALEX to appropriate products. The spirit of the workarounds will be preserved, but execution of the workarounds may vary depending on how the specific edits apply to ALEX.

These workarounds will be applied to ALEX each year during the Subscription Term.



## CONSENT AGENDA ITEM NO. 8.H.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action to Approve a Lease Extension with TTK, L.L.C., for the Mucky Duck Marina at Lake Bloomington, as requested by the Water Department.

**RECOMMENDED MOTION:** The proposed Lease Extension 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 Water Department is recommending the approval of a lease extension with TTK, L.L.C. ("TTK"), which operates the Mucky Duck Marina at Lake Bloomington. TTK has been the current leaseholder of the marina since 2014. Like the original lease agreement with TTK, this extension is for ten years. This lease agreement extension will begin on November 1, 2024, and expire on October 31, 2033.

For years one through five of the extension, the lease rate shall be 17% of the total revenue of boat slip rental. For years six through ten, the lease rate shall be increased to 19% of the total revenue of boat slip rentals. The lease rate calculation formula is as follows: Number of boat slips for rent, multiplied by the rental cost per slip, multiplied by 17% or 19% (depending on the year of the lease extension). For example, if there are 75 boat slips for rent, at \$950 per slip, for years one through five, the lease rate will be \$12,112.50.

TTK has proven to be a cooperative partner with City over the last ten years. Many improvements have been made to the property that have made the area safer for the public's use including the improvement of the steps and rails leading down to the Marina, improved drainage, and the addition of retention walls to stabilize erosion. TTK has also partnered with the City to support CPR classes for Lake leaseholders and the general public that may use Lake Bloomington for recreation.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** If approved, a Lease Extension with TTK, L.L.C., for the Mucky Duck Marina at Lake Bloomington will be executed. Lease income will be calculated by the number of boat slips, multiplied by the rental cost of each boat slip, multiplied by the lease rate. Lease payment is due July 15th of each year and a MUNIS invoice will be generated after proof of rental rate is provided by TTK L.L.C. The revenue is recorded in the Lake Maintenance-Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 136.

**AMERICAN RESCUE PLAN FUNDING IMPACT:** N/A

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

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

**ATTACHMENTS:**

[WTR 1B Agreement](#)

[WTR 1C Current Lease](#)

## LEASE AGREEMENT

THIS AGREEMENT made and entered into this 31<sup>st</sup> day of October 2024, by and between THE CITY OF BLOOMINGTON, a Municipal Corporation of McLean County, Illinois, hereinafter referred to as the "Lessor", and TTK, L.L.C., an Illinois limited liability company, hereinafter referred to as "Lessee":

WITNESSETH:

1. The Lessor, for and in consideration of the rents, covenants, and agreements contained herein by said Lessee to be paid, kept and performed, has granted, demised and let, and by these presents does hereby grant, demise and let unto the Lessee, its heirs, executors, administrators and assigns, a leasehold interest in the following lands and tenements, situated in McLean County, Illinois, described as follows:

See attached **Exhibit A**.

**TO HAVE AND TO HOLD** the above-described premises, with the appurtenances, to said Lessee, its heirs, executors, administrators, and assigns until the 1<sup>st</sup> day of November 2034; the Lessee, its heirs, executors, administrators and assigns covenanting and paying therefore unto the Lessor as follows:

- (a) The Lessee shall pay as rent for use of the above property as follows: For the years 2024, 2025, 2026, 2027, and 2028 rent will be determined at 17% of the rental cost of each leased boat slip multiplied by all leased boat slips, and for the years 2029, 2030, 2031, 2032, 2033, and 2034, rent will be determined at 19% of the rental cost of each leased boat slip multiplied by all leased boat slips. As an example, in the year 2024, if the rental cost for a boat slip is \$1,050 and there are 75 boat slips leased, the rent due to the City prior to July 15, 2024, would be Thirteen Thousand Three Hundred Eighty-Seven Dollars and Fifty Cents (\$13,387.50).
- (b) Rent shall be paid on or before July 15 of each year. At the time the annual rent is paid, Lessee shall provide documentation verifying gross rental rates for the previous year.
- (c) Notwithstanding anything in this Lease Agreement to the contrary, Lessee shall not be required to pay rent in any years in which Lessee is unable to operate the marina and rent boat slips by reason of war, fire, strike, or damage by the elements, or of any unavoidable casualty, including, but not limited to insufficient water level in the lake to dock a boat at the marina. Lessee shall have a reasonable time to repair any damage caused by reason of war, fire, strike, or damage by the elements, or of any unavoidable casualty.

2. That in consideration of the payments made, the Lessee shall have the concession privileges to sell soft drinks, packaged sandwiches, and other confections. The Lessee may also rent to other boats and motors and sell bait, oil, and other attendant boating and fishing supplies. However, Lessee may only keep and sell oil in pre-packaged containers and may not keep, store, handle or sell bulk oil on the premise. Furthermore, Lessee may not keep, store, handle or sell gasoline or motor fuel of any type on the premises, except that Lessee may keep and/or store sufficient quantities of gasoline or motor fuel to adequately service his boat rental operation. No underground storage tanks shall be used. Lessee may assign the concession privileges to any persons or entities approved by Lessor, which consent shall not unreasonably be withheld.

3. The existing 14' x 14' building and all existing docks are the property of Lessee. Construction of any additional buildings must be approved by Lessor. Lessor shall provide a water line to the office structure (existing 14' x 14' building) and shall provide and maintain portable toilets. Throughout the duration of the tenancy pursuant to the Lease, Lessor shall maintain the water line in good working order.

4. Special Condition: Subject only to the exceptions in this paragraph 4, the Lessee shall have the exclusive right to operate a marina and rent slips on Lake Bloomington.

- a. East Bay Camp Exception. East Bay Camp has boats which it rents to East Bay Campers only, and a concession to operate a boat to carry persons around the lake for sightseeing purposes. The granting of this concession to Lessee pursuant to this Agreement shall not affect East Bay Camp's right to continue renting these boats and operating the aforesaid sightseeing service. Lessee's concession to rent boats and the sale of oil on the lake shall be exclusive except for the East Bay Camp's rights as stated above.
- b. ISU Exception. In the event that Illinois State University rents property on Lake Bloomington the Lessee's franchise shall not prohibit Illinois State University from providing its own boats for its students and faculty members.

5. The Lessee shall provide adequate docks so built as to protect the public, which shall be maintained by Lessee in good condition. All other things necessary to the operation of this concession shall be furnished by the Lessee. Lessee may add docks in the future as agreed by the parties.

6. Maintenance of Grounds and Facilities: The Lessee shall keep the facility open for reasonable business hours and shall keep it in a clean and sanitary condition. If food or drink items are sold, the concession shall be operated under the rules and regulations for the County Board of Health. Lessee shall dispense oil so as not to contaminate the lake waters. Lessee shall keep all buildings clean. The Lessor shall keep grounds around the concession mowed and free of debris. Lessor shall remove garbage, in an amount consistent with the existing garbage produced as of the effective date of this lease, on a regular basis consistent with its schedule for removing garbage from the contiguous park. Lessee shall manage the property in a manner consistent with industry standards and that promotes a high standard of business ethics, professionalism, and customer service.

7. Boats: Any boats used in Lessee's boat rental operation must comply with City of Bloomington ordinances and regulations concerning boating on Lake Bloomington as well as any applicable state or county laws. Lessee shall equip all boats with safety equipment as provided by the city ordinance and state law.

8. Motors: Lessee shall not rent boat motors unless they comply with the City ordinance.

9. Electricity and Water: The Lessee shall pay all electric bills. Lessee further agrees to pay such reasonable water rate or tax for the use of water furnished by the Lessor and such garbage and sanitation charges and shall be fixed from time to time by the Lessor and according to the rules and regulations as to the time of payment as the Lessor may fix.

10. Indemnification and Insurance:

A. Indemnification. Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, actions, damages, liability, and expenses (including reasonable

attorney's fees and court costs) arising out of or in connection with loss, damage, or injury to persons or property occurring on or about the Premises on matters related to Lessor's ownership of the Premises or occasioned wholly or in part by any act or omission of the Lessee, Lessee's agents, contractors, customers, or employees whenever having occurred. The indemnification obligations survive the termination or expiration of this Lease. Notwithstanding the foregoing, the above indemnification specifically excludes any injury or damage resulting primarily from the reckless or intentional act or omission of Lessor, or Lessor's agents, servants, or employees.

B. Insurance. Lessee agrees to obtain and keep in force during the Term of the Lease, a policy or policies of comprehensive commercial public liability insurance insuring the Lessor and Lessee against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises. Such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, with a Two Million Dollar (\$2,000,000) general annual aggregate.

The insurance maintained by the Lessee under this Section shall be primary insurance and any insurance maintained by the Lessor shall be excess and noncontributing, except as otherwise stated herein. All the insurance provided for herein shall be in the name of Lessee, shall be with a reputable and financially sound insurance company authorized and qualified to do business in the State of Illinois, shall include Lessor as an additional insured, shall contain a clause waiving rights of subrogation against Lessor, its agents, employees, contractors, and subcontractors, and shall contain a clause that such policies may not be canceled without at least thirty (30) days advance written notice to Lessor. Lessee shall furnish proof of insurance to Lessor in the form of a certificate of insurance that Lessee will update on an annual basis. Lessee may satisfy the foregoing insurance requirements by means of blanket policies of insurance covering the Premises and other properties by having the same coverage and provisions as are herein required.

11. Lessee shall maintain a full-time manager at all times when weekly and monthly rentals are being offered.

12. Prices: Lessee shall charge fair and reasonable prices for all products sold, which prices shall be equal for all persons.

13. The Lessor will clear the area around the concession of debris and trash prior to May 1st each year and will have the area mowed on a regular schedule, consistent with the scheduled mowing of the contiguous park areas.

14. The Lessor reserves the right to terminate this Agreement upon sixty (60) days of notice for failure of Lessees to comply with the provisions hereof, provided that written notice of noncompliance is given to Lessee and Lessee be given a reasonable period, not less than thirty days, to cure the condition of non-compliance. Upon termination of this Agreement, whether by expiration or earlier termination, Lessee may remove all improvements made upon the premises by Lessee. If Lessee removes the 14' x 14' building now on the premises, it shall restore the surface area to the same condition as it was prior to construction of the building.

15. The Lessee and those occupying under it shall at all times be subject to such rules and regulations as may from time to time be laid down by the Lessor in the occupation and use of said premises and the use of Lake Bloomington; and said Lessee shall not engage in or permit others to engage in any occupations, business or practice on said premises that shall in any way conflict with or be in violation of any law or the bylaws or regulations of the Lessor in effect at that time or thereafter adopted, or use said premises in violation of any laws of any government unit having jurisdiction over said territory. Such violation shall render this Agreement null and void.

16. The Lessee shall not sell, assign or transfer this Agreement or sublet or allow other persons to occupy said premises without the written consent of the Lessor; nothing herein contained, however, shall prevent the Lessee from mortgaging said premises for the purpose of securing funds to construct buildings thereon or to repair existing structures on the leasehold, but in no event, however, shall this clause be construed to mean that Lessee shall mortgage any more than his lease interest and that the fee to the lot shall remain in the Lessor regardless of any foreclosure proceedings.

17. It is further agreed that in case default should be made by the Lessee in any of the conditions stipulated to be performed by it, and the Lessor shall see fit to declare this Agreement void, such declaration shall be made and this Agreement forfeited by sixty (60) days written notice thereof to the Lessee, if such condition remains in default after the notice period has expired.

18. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to Lessor or Lessee at their respective addresses set forth herein shall be considered sufficient service thereof. Notice shall be given to Lessor by sending such to both the City Manager and the Corporation Counsel at 109 East Olive Street, Bloomington, Illinois, 61701. Notice shall be given to Lessee by sending such to John L. Pratt, Meyer Capel, 201 E. Grove St. s, Bloomington, IL 61701.

19. This Agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

**IN WITNESS WHEREOF** the Lessor has caused this instrument to be executed in its corporate name by its Mayor, and its corporate seal attached hereto, and attested by its City Clerk, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

**LESSOR:**

The City of Bloomington, Illinois  
A municipal corporation

By: \_\_\_\_\_  
Its Mayor

ATTEST: \_\_\_\_\_  
Its City Clerk

**LESSEE:**

TTK, LLC

By: \_\_\_\_\_  
Michael J. Philippi  
Its Manager



Public Works Department

## Lake Bloomington



0 130 270 Feet

DATE 01/24/2014

## EXHIBIT A

The area subject to this Lease Agreement is delineated below in red. The parties are in agreement this may further be legally described at any time by the parties, as needed, with a complete legal description as long as such is contained within the area delineated below. No other area on this Exhibit A is subject to this Lease Agreement.



## LEASE AGREEMENT

THIS AGREEMENT made and entered into this 25th day of August, 2014, by and between THE CITY OF BLOOMINGTON, a Municipal Corporation of McLean County, Illinois, hereinafter referred to as the "Lessor", and TTK, L.L.C., an Illinois limited liability company, hereinafter referred to as "Lessee":

WITNESSETH:

1. The Lessor, for and in consideration of the rents, covenants, and agreements contained herein by said Lessee to be paid, kept and performed, has granted, demised and let, and by these presents does hereby grant, demise and let unto the Lessee, its heirs, executors, administrators and assigns, a leasehold interest in the following lands and tenements, situated in McLean County, Illinois, described as follows:

See attached **Exhibit A**.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, to said Lessee, its heirs, executors, administrators, and assigns until the 1<sup>st</sup> day of November, 2024; the Lessee, its heirs, executors, administrators and assigns covenanting and paying therefore unto the Lessor as follows:

- (a) The Lessee shall pay as rent for use of the above property as follows: for the years ending November 1, 2015, 2016 and 2017, the sum of Six Thousand Two Hundred Fifty Dollars (\$6,250.00), and for the years ending November 1, 2018, 2019, and 2020, the sum of Six Thousand Five Hundred Dollars (\$6,500.00), and for the years ending November 1, 2021, 2022, 2023 and 2024, the sum of Seven Thousand Dollars (\$7,000.00). However, in the event that the rental price for a boat slip at the marina is ever raised to Seven Hundred Dollars (\$700.00) or more, the rental for any given year after 2017 shall be paid at 17% of the rental price multiplied by the number of all leased boat slips (currently 65) at the marina. As an example, if in 2018 the rental price per boat slip is \$800 and there are 65 leased boat slips, the rent due to the City prior to July 15, 2018, would be Eight Thousand Eight Hundred and Forty Dollars (\$8,840.00).
- (b) Rent shall be paid on or before July 15 of each year. Lessee shall provide documentation verifying gross rental rates.
- (c) The Lessee shall pay the City the amount of \$37,316 in past rent upon execution of the Lease Agreement. The payment provide in this paragraph 1 (c) is a condition precedent to the effectiveness of any term of this Lease Agreement, including but not limited to the commencement of the lease and right to occupancy of the demised premises.
- (d) Notwithstanding anything in this Lease Agreement to the contrary, Lessee shall not be required to pay rent in any years in which Lessee is unable to operate the

marina and rent boat slips by reason of war, fire, strike, or damage by the elements, or of any unavoidable casualty, including, but not limited to insufficient water level in the lake to dock a boat at the marina. Lessee shall have a reasonable time to repair any damage caused by reason of war, fire, strike, or damage by the elements, or of any unavoidable casualty.

2. That in consideration of the payments made, the Lessee shall have the concession privileges to sell soft drinks, packaged sandwiches, and other confections. The Lessee may also rent to others boats and motors and sell bait, oil, and other attendant boating and fishing supplies. However, Lessee may only keep and sell oil in pre-packaged containers and may not keep, store, handle or sell bulk oil on the premise. Furthermore, Lessee may not keep, store, handle or sell gasoline or motor fuel of any type on the premises, except that Lessee may keep and/or store sufficient quantities of gasoline or motor fuel to adequately service his boat rental operation. No underground storage tanks shall be used. Lessee may assign the concession privileges to any persons or entities approved by Lessor, which consent shall not unreasonably be withheld.

3. The existing 14' x 14' building and all existing docks are the property of Lessee. Construction of any additional buildings must be approved by Lessor. By April 15, 2015, Lessor shall provide a water line to the office structure (existing 14' x 14' building), and shall provide and maintain portable toilets. Throughout the duration of the tenancy pursuant to the Lease, Lessor shall maintain the water line in good working order.

4. Special Condition: Subject only to the exceptions in this paragraph 4, the Lessee shall have the exclusive right to operate a marina and rent slips on Lake Bloomington.

a. East Bay Camp Exception. East Bay Camp has boats which it rents to East Bay Campers only, and a concession to operate a boat to carry persons around the lake for sightseeing purposes. The granting of this concession to Lessee pursuant to this Agreement shall not affect East Bay Camp's right to continue renting these boats and operating the aforesaid sightseeing service. Lessee's concession to rent boats and the sale of oil on the lake shall be exclusive except for the East Bay Camp's rights as stated above.

b. ISU Exception. In the event that Illinois State University rents property on Lake Bloomington the Lessee's franchise shall not prohibit Illinois State University from providing its own boats for its students and faculty members.

5. The Lessee shall provide adequate docks and ramps so built as to protect the public, which shall be maintained by Lessee in good condition. All other things necessary to the operation of this concession shall be furnished by the Lessee. Lessee may add docks in the future as agreed by the parties.

6. Maintenance of Grounds and Facilities: The Lessee shall keep the facility open reasonable business hours and shall keep it in a clean and sanitary condition. If food or drink items are sold, the concession shall be operated under the rules and regulations for the County Board of Health. Lessee shall dispense oil so as not to contaminate the lake waters. Lessee shall

keep all buildings clean. The Lessor shall keep grounds around the concession mowed and free of debris. Lessor shall remove garbage, in an amount consistent with the existing garbage produced as of the effective date of this lease, on a regular basis consistent with its schedule for removing garbage from the contiguous park. Lessee shall manage the property in a manner consistent with industry standards and that promotes a high standard of business ethics, professionalism and customer service.

7. Boats: Any boats used in Lessee's boat rental operation must comply with City of Bloomington ordinances and regulations concerning boating on Lake Bloomington as well as any applicable state or county laws. Lessee shall equip all boats with safety equipment as provided by the city ordinance and state law.

8. Motors: Lessee shall not rent boat motors unless they comply with the City ordinance.

9. Electricity and Water: The Lessee shall pay all electric bills. Lessee further agrees to pay such reasonable water rate or tax for the use of water furnished by the Lessor and such garbage and sanitation charges and shall be fixed from time to time by the Lessor and according to the rules and regulations as to the time of payment as the Lessor may fix.

10. Indemnification and Insurance:

A. Indemnification. Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, actions, damages, liability, and expenses (including reasonable attorney's fees and court costs) arising out of or in connection with loss, damage, or injury to persons or property occurring on or about the Premises on matters related to Lessor's ownership of the Premises or occasioned wholly or in part by any act or omission of the Lessee, Lessee's agents, contractors, customers, or employees whenever having occurred. The indemnification obligations survive the termination or expiration of this Lease. Notwithstanding the foregoing, the above indemnification specifically excludes any injury or damage resulting primarily from the reckless or intentional act or omission of Lessor, or Lessor's agents, servants, or employees.

B. Insurance. Lessee agrees to obtain and keep in force during the Term of the Lease, a policy or policies of comprehensive commercial public liability insurance insuring the Lessor and Lessee against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises. Such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, with a Two Million Dollar (\$2,000,000) general annual aggregate.

The insurance maintained by the Lessee under this Section shall be primary insurance and any insurance maintained by the Lessor shall be excess and noncontributing, except as otherwise stated herein. All the insurance provided for herein shall be in the name of Lessee, shall be with a reputable and financially sound insurance company authorized and qualified to do business in the State of Illinois, shall include Lessor as an additional insured, shall contain a clause waiving rights of subrogation against Lessor, its agents, employees, contractors, and subcontractors, and shall contain a clause that such policies may not be canceled without at least

thirty (30) days advance written notice to Lessor. Lessee shall furnish proof of insurance to Lessor in the form of a certificate of insurance that Lessee will update on an annual basis. Lessee may satisfy the foregoing insurance requirements by means of blanket policies of insurance covering the Premises and other properties by having the same coverage and provisions as are herein required.

11. Beginning no later than June 1<sup>st</sup>, 2015, Lessee shall maintain a full-time manager during the months of weekly and monthly rentals.

12. Prices: Lessee shall charge fair and reasonable prices for all products sold, which prices shall be equal for all persons.

13. The Lessor will clear the area around the concession of debris and trash prior to May 1st each year and will have the area mowed on a regular schedule, consistent with the scheduled mowing of the contiguous park areas.

14. The period of this Agreement shall be from September 15, 2014, to September 15, 2024. The Lessor reserves the right to terminate this Agreement upon sixty (60) days of notice for failure of Lessees to comply with the provisions hereof, provided that written notice of non-compliance is given to Lessee and Lessee be given a reasonable period, not less than thirty days, to cure the condition of non-compliance. Upon termination of this Agreement, whether by expiration or earlier termination, Lessee may remove all improvements made upon the premises by Lessee. If Lessee removes the 14' x 14' building now on the premises, it shall restore the surface area to the same condition as it was prior to construction of the building.

15. The Lessee and those occupying under it shall at all times be subject to such rules and regulations as may from time to time be laid down by the Lessor in the occupation and use of said premises and the use of Lake Bloomington; and said Lessee shall not engage in or permit others to engage in any occupations, business or practice on said premises that shall in any way conflict with or be in violation of any law or the bylaws or regulations of the Lessor in effect at that time or thereafter adopted, or use said premises in violation of any laws of any government unit having jurisdiction over said territory. Such violation shall render this Agreement null and void.

16. The Lessee shall not sell, assign or transfer this Agreement or sublet or allow other persons to occupy said premises without the written consent of the Lessor; nothing herein contained, however, shall prevent the Lessee from mortgaging said premises for the purpose of securing funds to construct buildings thereon or to repair existing structures on the leasehold, but in no event, however, shall this clause be construed to mean that Lessee shall mortgage any more than his lease interest and that the fee to the lot shall remain in the Lessor regardless of any foreclosure proceedings.

17. The Lessee shall have an option to renew this Agreement for not more than two (2) additional five (5) year periods on same terms and conditions, except that the rent for the first renewal term shall be equal to eighteen percent (18%) of sum of the number of boat slips at the beginning of the renewal period multiplied by the rent per boat slip at the beginning of the first

renewal period and the rent for the second renewal term shall be equal to twenty percent (20%) of sum of the number of boat slips at the beginning of the second renewal period multiplied by the rent per boat slip at the beginning of the renewal period.

18. It is further agreed that in case default should be made by the Lessee in any of the conditions stipulated to be performed by it, and the Lessor shall see fit to declare this Agreement void, such declaration shall be made and this Agreement forfeited by sixty (60) days written notice thereof to the Lessee, if such condition remains in default after the notice period has expired.

19. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to Lessor or Lessee at their respective addresses set forth herein shall be considered sufficient service thereof. Notice shall be given to Lessor by sending such to both the City Manager and the Corporation Counsel at 109 East Olive Street, Bloomington, Illinois, 61701. Notice shall be given to Lessee by sending such to John L. Pratt, Pratt and Pratt, P.C., 415 N. Center Street, Bloomington, IL 61701.

20. This Agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Lessor has caused this instrument to be executed in its corporate name by its Mayor, and its corporate seal attached hereto, and attested by its City Clerk, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

LESSOR:

The City of Bloomington, Illinois  
a municipal corporation

BY: Tan Rennier  
Its Mayor

ATTEST: Dacey C  
Its City Clerk

LESSEE:

TTK, L.L.C.

BY: Michael J. Phillips  
Its Manager

## Lake Bloomington



0 135 270 Feet

DATE 07/24/2014

## EXHIBIT A

The area subject to this Lease Agreement is delineated below in red. The parties are in agreement this may further be legally described at any time by the parties, as needed, with a complete legal description as long as such is contained within the area delineated below. No other area on this Exhibit A is subject to this Lease Agreement.





## CONSENT AGENDA ITEM NO. 8.I.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action to Approve the Annual Regional Service Agreement and Payment to the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services, for the MCRPC Fiscal Year July 1, 2024, through June 30, 2025, in the Amount of \$54,000, as requested by the Economic & Community Development Department and the Economic & Community Development Department.

**RECOMMENDED MOTION:** The proposed Agreement and Payment 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:** The McLean County Regional Planning Commission ("MCRPC") has provided long-range planning services to the City of Bloomington, the Town of Normal, and McLean County for decades. Their function includes services such as preparation of the Long-Range Transportation Plan, compilation and publication of the community's statistical data, and technical assistance with long-range planning (see attached draft FY 2024 Unified Work Plan).

Every year, the City and the MCRPC enter into a Regional Service Agreement (see attached FY 2025 RSA) that outlines services the MCRPC intends to provide to the City over the subsequent twelve months. Additionally, the City pays the MCRPC a flat service fee in two installments. The Service Agreement and fee are consistent across governmental jurisdictions, and the annual fees; additionally, federal grants provide operational funding to the MCRPC. The fee this year is consistent with the fee last year, \$54,000. The prior Council approval was June 26, 2023.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The City of Bloomington, the Town of Normal, and the County of McLean enter into separate Regional Service Agreements with the McLean County Regional Planning Commission annually. All agreements are in the amount of \$54,000.

**FINANCIAL IMPACT:** If approved, the MCRPC Service Agreement for \$54,000 will be paid from the Planning-To McLean County Regional Planning account (10015420-75025). This item can be located in the City of Bloomington's FY 2025 Budget Book titled "Budget Overview & General Fund" on page 264. The City budgeted \$54,000 for these services in FY 2025.

**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 (Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods) Objective N-1.1 (Enhance the livability of all Bloomington neighborhoods)

The Regional Planning Commission carries out multiple community development projects within the City and supports Bloomington's planning efforts.

Respectfully submitted for consideration.

Prepared by: Kelly Pfeifer, Assistant Economic & Community Development Director

**ATTACHMENTS:**

[E&CD 2B Regional Service Agreement](#)  
[E&CD 2C Invoice #1](#)  
[E&CD 2D MCRPC FY2024 UWP Draft](#)

## **REGIONAL PLANNING SERVICE AGREEMENT**

This agreement is entered into as of the 1st day of July 2024, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the City of Bloomington (hereinafter referred to as the "City").

The parties do mutually agree as follows:

**A. Period of Agreement**

This agreement shall remain in full force and effect through June 30, 2025.

**B. Long Range Planning Services**

The Commission shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long-range planning work program, including the following activities:

1. Assist the City in the periodic updating of plans and ordinances that pertain to planning and development, including the Comprehensive plan and zoning ordinances and subdivision regulations as needed.
2. Prepare or coordinate the preparation and updating of reports that are an integral part of the McLean County Transportation Study, including the Unified Work Program (UWP), Long Range Transportation Plan (LRTP), and the Transportation Improvement Program (TIP).
3. Maintain a website to post statistical data, plans and studies, and other planning-related information to serve as a resource for local governments and the public.
4. Provide assistance in the preparation of applications for Federal or State funding as needed.
5. Attend meetings of county and municipal government and civic organizations or other groups interested in planning and development as requested and as schedules permit.
6. Provide technical assistance as needed and requested in matters of long-range planning and development.
7. Collaborate in the Regional Housing Initiative and prepare the 2025-29 Consolidated Plan, as well as to facilitate implementation of the Regional Housing Recovery Plan.

**C. Staff**

The Commission shall employ a Director of the Commission and other employees as necessary and authorized by the budget. It is agreed by all parties that the City short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above as applicable to the City of Bloomington.

D. Financing

The City of Bloomington will remit to the Commission the sum of FIFTY-FOUR THOUSAND AND 00/100 DOLLARS (\$54,000.00) in two equal installments for the period of July 1, 2024 through June 30, 2025. The City will remit TWENTY-SEVEN THOUSAND AND 00/100 DOLLARS (\$27,000.00) for each installment once in July 2024 and again in January 2025 upon the City's receipt of an invoice for said amount.

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Mayor - City of Bloomington

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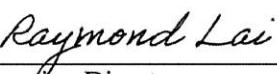
City Clerk - City of Bloomington

---

Date

  
Carl Leech

Chairperson  
McLean County Regional Planning  
Commission

  
Raymond Lai

Executive Director  
McLean County Regional Planning  
Commission

---

6/17/2024

---

Date



## MCLEAN COUNTY REGIONAL PLANNING COMMISSION

115 E. Washington St., M103 • Bloomington, IL 61701-4089  
Phone: 309-828-4331 • Fax: 309-827-4773 • [www.mcplan.org](http://www.mcplan.org)

June 6, 2024

Ms. Melissa Hon  
Director-ECD  
City of Bloomington  
115 E Washington St.  
Bloomington, IL 61701

Re: FY2025 Regional Services Agreement – Invoice 1 of 2

Dear Ms. Hon,

Enclosed please find the first invoice for the FY2025 Regional Services Agreement between the City of Bloomington and the McLean County Regional Planning Commission for the Fiscal Year July 1, 2024 to June 30, 2025. I have also included a copy of the agreement for your convenience.

Please let me know if you have any questions. Thank you,

Sincerely,

*Raymond Lai*

Raymond Lai, AICP  
Executive Director

***MCRPC is the leader for planning tomorrow's McLean County***

Carl Teichman, Chairperson • Jim Fruin, Vice Chairperson • Bart Bittner • John Burrill • Stan Gozur  
Dr. Charles Irwin • Ron Lesser • Tony Morstatter • Carl Olson • Rory Roberge • Katie Ruder

## INVOICE

Please make your check payable to McLean County Regional Planning Commission, and *please include a copy of this form with payment*. Thank you for your attention to this matter.

**To** City of Bloomington

**Invoice No.** FY2025 BLM#1

**Date** June 6, 2024

**Amount** \$27,000.00

**Description of Services** FY2025 Regional Service Agreement  
(Invoice 1 of 2)

**Terms** Net

**Due Date** Upon Receipt

**Notes:**



**MCLEAN COUNTY**  
Regional Planning Commission

115 E. Washington M103

Bloomington, IL 61701

P: 309-828-4331

F: 309-827-4773

W: [www.mcplan.org](http://www.mcplan.org)

## **REGIONAL PLANNING SERVICE AGREEMENT**

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The parties do mutually agree as follows:

**A. Period of Agreement**

This agreement shall remain in full force and effect through June 30, 2025.

**B. Long Range Planning Services**

The Commission shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long-range planning work program, including the following activities:

1. Assist the City in the periodic updating of plans and ordinances that pertain to planning and development, including the Comprehensive plan and zoning ordinances and subdivision regulations as needed.
2. Prepare or coordinate the preparation and updating of reports that are an integral part of the McLean County Transportation Study, including the Unified Work Program (UWP), Long Range Transportation Plan (LRTP), and the Transportation Improvement Program (TIP).
3. Maintain a website to post statistical data, plans and studies, and other planning-related information to serve as a resource for local governments and the public.
4. Provide assistance in the preparation of applications for Federal or State funding as needed.
5. Attend meetings of county and municipal government and civic organizations or other groups interested in planning and development as requested and as schedules permit.
6. Provide technical assistance as needed and requested in matters of long-range planning and development.
7. Collaborate in the Regional Housing Initiative and prepare the 2025-29 Consolidated Plan, as well as to facilitate implementation of the Regional Housing Recovery Plan.

**C. Staff**

The Commission shall employ a Director of the Commission and other employees as necessary and authorized by the budget. It is agreed by all parties that the City short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above as applicable to the City of Bloomington.

D. Financing

The City of Bloomington will remit to the Commission the sum of FIFTY-FOUR THOUSAND AND 00/100 DOLLARS (\$54,000.00) in two equal installments for the period of July 1, 2024 through June 30, 2025. The City will remit TWENTY-SEVEN THOUSAND AND 00/100 DOLLARS (\$27,000.00) for each installment once in July 2024 and again in January 2025 upon the City's receipt of an invoice for said amount.

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Mayor - City of Bloomington

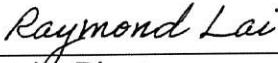
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City Clerk - City of Bloomington

---

Date

  
Chairperson  
McLean County Regional Planning  
Commission

  
Executive Director  
McLean County Regional Planning  
Commission

6/17/204  
Date



**DRAFT**

# **OVERALL WORK PROGRAM FY 2024**

**FISCAL YEAR 2024**

**MCLEAN COUNTY, ILLINOIS**

**BLOOMINGTON-NORMAL METROPOLITAN PLANNING ORGANIZATION**

**APPROVED \_\_\_\_\_, 2023**



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COUNTY FISCAL YEAR 2024 (JAN 1, 2024—DEC 31, 2024)

## OVERALL WORK PROGRAM

For Planning and Related Activities to Be Performed by the  
McLean County Regional Planning Commission in  
Cooperation with Federal, State, and Local Units of  
Government

The preparation of this report was financed in part through a technical studies grant from the U.S. Department of Transportation: Federal Highway Administration and Federal Transit Administration.

This work program is intended to comply with Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d-1) and Executive Order No. 12898 on environmental justice issued on February 11, 1994. Title VI of the Civil Rights Act (42 U.S.C. 2000-1) states that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, or activity receiving Federal financial assistance." The Executive Order on environmental justice further amplifies Title VI by providing that "each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations." These items are addressed under work elements 300 and 400 of this Unified Work Program, wherein issues relating to policies affecting transportation, housing, employment and other planning considerations affecting minority and low-income populations are addressed.



## VISION

**MCRPC is the leader for [planning tomorrow's McLean County.](#)**

## MISSION

**We bring expert planning, deep local knowledge and vibrant public participation as we shape our future to promote opportunity, livability, and sustainability.**

# VALUES

## REGIONALISM

*We believe regionalism is the cornerstone of our existence, and our unique regional perspective provides us the vantage point to address issues that extend beyond traditional boundaries.*

- We are the catalyst for building consensus from diverse viewpoints.
- We provide forums that facilitate regional dialogue.
- Our planning process promotes regional unity.

---

## GOVERNANCE

*We feel policy decisions are best made by the level of government closest to the people.*

- We directly involve local governments in our decision-making process.
- Our process operates through the Commission, an executive board of local government and agency representatives.
- The Commission is supported by the Executive Committee and numerous study, technical, and policy committees.

## PROFESSIONALISM & EXCELLENCE

*We provide high quality services through well-trained, technically proficient staff.*

- We offer informed and professional technical assistance.
- We have a firm commitment to dedicated, high-quality public service.
- We hold ourselves accountable to municipalities, the public, and granting authorities.

---

## SERVICE

*We serve the planning needs of communities of McLean County individually and collectively.*

- We advance the recognition that healthy communities balance diverse needs.
- We work collaboratively with local governments, area organizations, private entities and other public-private efforts to achieve that balance.

## ADVOCACY

*We advocate on behalf of our regional community at all levels of government.*

- We maintain an objective and impartial approach to issues.
- We adhere to strong standards of professionalism in all aspects of our work for the betterment of our region.

---

## INNOVATION

*We recognize our communities are best served by our ability to anticipate the consequences of dynamic change.*

- We focus on innovative solutions to both existing and future challenges facing local governments and the region, grounded in respect for our history and culture.

## INCLUSION

*We engage the public in an open and broadly participatory planning process.*

- We seek active participation and welcome alternate views of all groups.
- We ensure that all citizens have the opportunity to observe, debate, question, and participate in the planning process.

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## MCLEAN COUNTY TRANSPORTATION COMMITTEES

### POLICY COMMITTEE

#### **John Burrill, Chairperson**

Chairperson, McLean County Regional Planning Commission

#### **Mboka Mwilambwe**

Mayor, City of Bloomington

#### **Chris Koos**

Mayor, Town of Normal

#### **Jim Rogal**

Chairperson, McLean County Board Transportation Committee

#### **Scott Neihart**

Program Development Engineer, IDOT, District 5

### TECHNICAL COMMITTEE

#### **Raymond Lai, AICP,**

#### **Chairperson**

Executive Director, McLean County Regional Planning Commission

#### **Tim Gleason**

City Manager, City of Bloomington

#### **Pamela Reece**

City Manager, Town of Normal

#### **Cassy Taylor**

County Administrator, McLean County

#### **Kevin Kothe**

Director of Public Works, City of Bloomington

#### **Ryan Otto**

Director of Public Works / Engineering, Town of Normal

#### **Jerry Stokes**

County Engineer, McLean County

#### **Mark Moreschi**

Interim Planning and Services Chief, IDOT, District 5

#### **Dan Magee**

Federal-Aid Coordinator, IDOT, District 5, Local Roads

#### **Carl Olson**

Director, Bloomington-Normal Airport Authority

#### **David Braun**

General Manager, Connect Transit

### LOCAL GOVERNMENT PLANNING STAFF

#### **Kelly Pfeifer**

Assistant Economic & Community Development Director, City of Bloomington

#### **Mercy Davison, AICP**

Town Planner, Town of Normal

#### **Philip Dick, AICP**

Director of Building and Zoning, McLean County

## MCLEAN COUNTY REGIONAL PLANNING COMMISSION

### COMMISSIONERS

#### **John Burrill**

Chairperson, B-N Water Reclamation District

#### **Carl Teichman**

Vice-Chairperson, Town of Normal

#### **Bart Bittner**

County of McLean

#### **Jim Fruin**

County of McLean

#### **Stan Gozer**

Unit #5 Public School District

#### **TBD**

City of Bloomington

#### **Tony Morstatter**

County of McLean

#### **Carl Olson**

Bloomington-Normal Airport Authority

#### **Michael Pettorini**

Town of Normal

#### **Charles Irwin**

Bloomington Public School District #87

#### **Ron Lesser**

City of Bloomington

### EXECUTIVE COMMITTEE

#### **John Burrill**

Chairperson

#### **Carl Teichman**

Vice-Chairperson

#### **Bart Bittner**

MCRPC Member

#### **Tim Gleason\***

City Manager, City of Bloomington

#### **Pamela Reece\***

City Manager, Town of Normal

#### **Cassy Taylor\***

County Administrator,

County of McLean

#### **Raymond Lai, AICP\***

Executive Director, MCRPC

\* Non-voting members

### MCRPC STAFF

#### **Raymond Lai, AICP**

Executive Director

#### **Jennifer Sicks, AICP**

Senior Planner, Transportation

#### **Mark Adams**

Community Planner

#### **Nancy Hirsch**

Community Planner

#### **Tania Barreto**

Assistant Planner

#### **Francesca Lewis**

Assistant Planner

#### **Kathryn McShane**

Office Manager/Executive Assistant

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## INTRODUCTION

Each year, federally designated Metropolitan Planning Organizations (MPOs) are required to prepare a Unified Work Program (UWP). To integrate the MCRPC budget into McLean County's budget process, we also produce the Overall Work Program (OWP) in cooperation with member agencies, to describe all anticipated planning activities over the course of the upcoming grant fiscal year. As the designated MPO for the Bloomington-Normal urbanized area, the McLean County Regional Planning Commission (MCRPC) developed the OWP for County Fiscal Year 2024 (Jan 1, 2024—Dec 31, 2024) in compliance with the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), enacted in November 2021.

## Projected Five-Year Work Elements

This Overall Work Program (OWP) serves as a guide for the efficient use of local, state and federal funds to carry out transportation and related planning activities in McLean County, Illinois. The OWP identifies proposed work activities to be carried out in the coming fiscal year and includes a line item budget in support of those activities. The work activities and budget were developed within the broader framework of a projected five-year work program, which reflects both the MCRPC's overall mission and the planning factors identified by the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL).

The OWP identifies several tasks to be performed in several program categories, taking into account the planning factors identified in the IIJA (see **Exhibit A**, Transportation Related Work Elements and Tasks).

MCRPC will produce the required quarterly reports to the Illinois Department of Transportation Office of Planning and

Programming on the progress of the projects identified in the UWP. These reports will act as a performance dashboard for the tasks and the outcomes identified in the UWP.

NOTE: Prior to 2018, MCRPC's fiscal year was the same as that of the State (July 1 to June 30) and hence the UWP served as the Overall Work Program (OWP) for the agency. Due to regulatory changes in 2018, originating from the Grants Accountancy and Transparency Act (GATA), MCRPC is mandated to be part of McLean County's single audit. This requires that the MCRPC fiscal year match with that of the County (January 1 to December 31). The UWP uses the state fiscal year.

The UWP document only contains the Transportation Elements of the MCRPC's Overall Work Program (OWP). The UWP will be approved by the Transportation Technical and Policy Committees; the OWP will be approved by the Commission with the budget specifically by the County Board as part of the overall County Budget. This proposed OWP takes effect January 1, 2024.

## EXHIBIT A

### FY 2024 Work Elements & Tasks

#### 100 General Administration

101 General Administration

#### 200 Local Planning & Technical Assistance

201 Greenways

202 BN Advantage

203 Support local activities and Initiatives

204 Other

404 Sustainable Transportation Programming

405 Regional Health Initiatives

406 Metropolitan Long-Range Transportation Plan (ML RTP)

407 Travel Demand Modeling

#### 210 Regional Housing Initiatives

211 Administration

212 Data, Metrics and Maps

213 Consolidated Planning and Fair Housing

214 Programming Support

215 Housing Research

216 Other

217 RISE Grant

#### 500 Data, Technology & Innovation Alliance

501 Research and Outreach

502 Innovative Projects

503 Data Gathering & Dashboard

504 Spatial Data Analysis and Maps

#### 600 Education & Outreach

601 Website, Social Media & Online Program Activities

602 Outreach Efforts

603 Publications

#### 700\* Human Service Transportation Plan

701 Administration & Technical Assistance

702 HSTP Updates & Monitoring

703 Mobility Management & Technical Assistance

704 Program & Project Compliance Review

#### 800\* Special Planning Projects

801 RAISE Planning Grant: Veterans Parkway Corridor Study

802 IDOT Bicycle & Pedestrian Safety Grant

803 State Planning & Research Grant (SPR)

804 Safe Streets & Roads for All Grant (SS4A)

805 Future Grants

#### 300 Comprehensive Planning & Technical Assistance

301 Regional Comprehensive Plan

302 Coordination of Development Activity

303 Environmental Planning

304 Transportation & Land Use Connection (TLC) Grant Program

305 Rural Community Planning Assistance

306 Other

#### 400 Transportation Planning & Technical Assistance

401 Transportation Administration & Technical Assistance

402 Transportation Improvement Program (TIP)

403 Transportation Management, Complete Streets & Transit Oriented Development

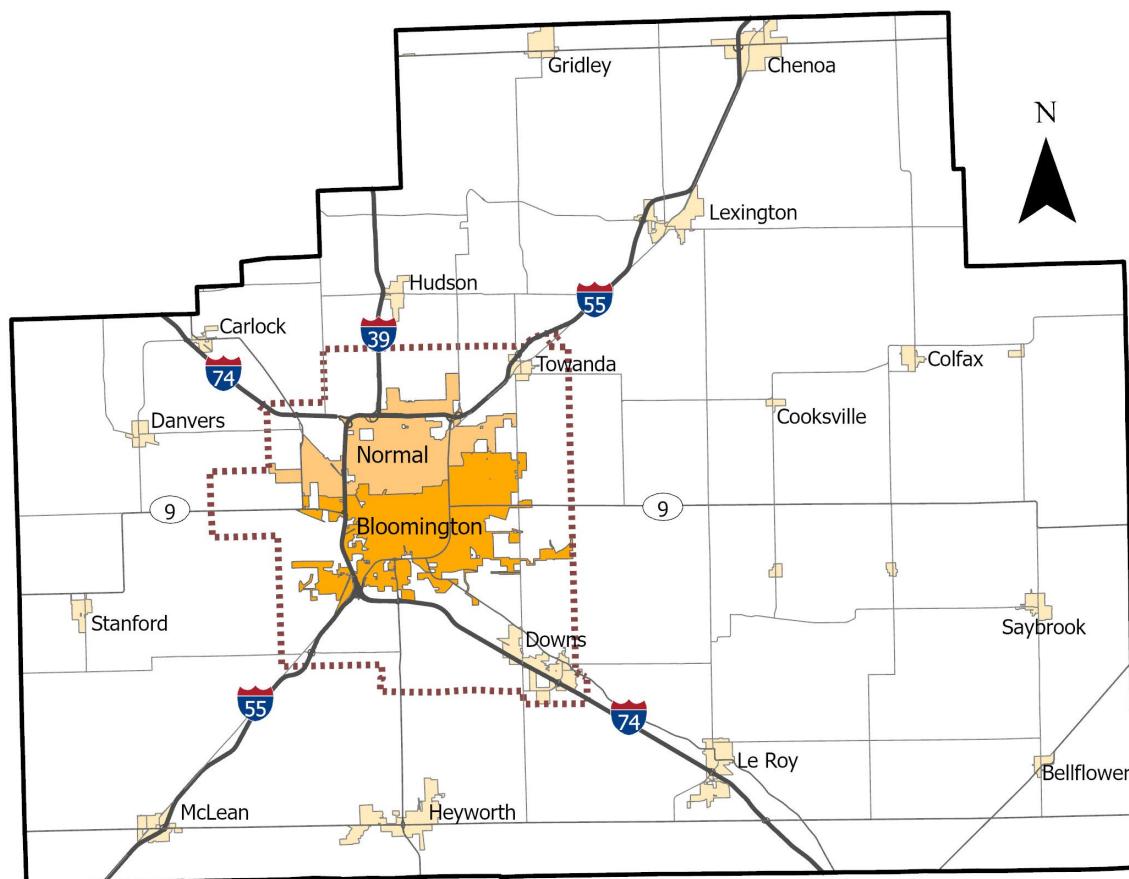
\*Note: HSTP and Special Planning projects are funded by Federal and IDOT grants separate from FHWA PL or FTA 5305(d) grants. These project totals are not included in Line Item Budget - Table 2.2, or Program Funding Sources - Table 2.3. Costs associated with the aforementioned projects are detailed in the Project Budget section of the OWP.

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## PURPOSE & ROLE OF A METROPOLITAN PLANNING ORGANIZATION (MPO)

A MPO is a transportation policy-making organization composed of representatives from local government and transportation implementers. The 1962 Federal-Aid Highway Act required the formation of a MPO for all urbanized (metropolitan) areas with a population greater than 50,000. MPOs were established to ensure that existing and future expenditures for transportation projects and programs were based on a comprehensive, cooperative, and continuing (3C) planning process. Federal funding for transportation projects and programs are channeled through this planning process. Over successive authorization cycles leading to the passage of the Infrastructure Investment & Jobs Act, Congress has added and revised substantive content expected from the 3C process.

MCRPC is the designated MPO for the Bloomington-Normal urbanized area. Current members include the City of Bloomington, Town of Normal, McLean County, Connect Transit and the Bloomington-Normal Airport Authority, along with the Illinois Department of Transportation (IDOT), Federal Highway Administration and Federal Transit Administration. Each year, MPOs are required to prepare a Unified Work Program (UWP) in cooperation with member agencies, to describe all anticipated transportation planning activities over the course of the upcoming state fiscal year. The UWP is an essential step in the development of a continuing, cooperative, and comprehensive (3C) transportation planning process in an urbanized area.



Dotted line delineates the McLean County Metropolitan Planning Area

## Infrastructure Investment and Jobs Act (IIJA)

The Infrastructure Investment and Jobs Act, sometimes referred to as the Bipartisan Infrastructure Law (BIL), was enacted in November 2021. Although broader in scope, it serves as the reauthorization of the most recent transportation funding legislation, the Fixing America's Surface Transportation (FAST) Act.

Federal transportation funding legislation is accompanied by what are called planning factors. These factors set forth key areas of policy that should be considered and addressed in the transportation planning process. Integration of the planning factors in transportation plans and programs for our metropolitan area ensures consistency with national goals and objectives.

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes throughout the State, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and
10. Enhance travel and tourism.

On December 30, 2021, the Federal Transit Administration and the Federal Highway Administration jointly issued a letter setting forth additional guidance regarding the development of Unified Work Programs such as this document. The letter establishes Planning Emphasis Areas (PEAs), described as topics that MPOs should consider. This work program includes tasks which address Planning Emphasis Areas 1- 4 and 7- 8.

1. Tackling the Climate Crisis - Transition of Clean Energy & Resilient Future
2. Equity and Justice in Transportation Planning
3. Complete Streets
4. Public Involvement
5. Strategic Highway Network/Department of Defense Coordination
6. Federal Land Management Agency Coordination
7. Planning and Transportation Linkages
8. Data in Transportation Planning



## **PROJECTED FIVE—YEAR WORK PROGRAM**

MCRPC actively monitors development and is actively engaged in the periodic updates of plans to ensure maximum effectiveness and applicability. These philosophies are embedded in MCRPC's long-range planning strategy and are reflected in the Projected Five-Year Work Program. The five-year program will be updated and extended each year as part of the annual process of preparing the OWP. The projected five-year work program will continue to be an important component of the OWP as it serves to illuminate the vision of the work that lies ahead.

## EXHIBIT B

### Projected Five-Year Strategic Priorities

Work Element by Category	Activity by Fiscal Year				
	2024	2025	2026	2027	2028
*Rural and Special Planning	---	---	---	---	---
Regional Comprehensive Plan	---	---	---	---	---
Regional Housing Initiatives	---	---	---	---	---
Coordination of Development Activity	---	---	---	---	---
Regional Economic Development	---	---	---	---	---
*Regional Energy Plan	---	---	---	---	---
*Regional Environmental Planning	---	---	---	---	---
*Neighborhood planning	---	---	---	---	---
Transportation Administration and Safety	---	---	---	---	---
Complete Streets, TOD, Placemaking	---	---	---	---	---
Regional Health Initiatives	---	---	---	---	---
Metrop. Long-Range Transp. Plan Imp.	---	---	---	---	---
Multi-modal Travel Demand Modeling	---	---	---	---	---
Human Service Transportation Planning	---	---	---	---	---
Tracking and Reporting Data	---	---	---	---	---
Toolkit of Best Practices & Resources	---	---	---	---	---
Data Gathering & Dashboards	---	---	---	---	---
Spatial Data & Maps	---	---	---	---	---
Research, Education & Tech. Advocacy	---	---	---	---	---
Innovation District	---	---	---	---	---
* Technology Pilot Projects	---	---	---	---	---
*Regional Technology Plan	---	---	---	---	---
Website & Social Media	---	---	---	---	---
Outreach	---	---	---	---	---
Publications	---	---	---	---	---
Professional Development	---	---	---	---	---
----- Ongoing Activities -----					
----- Intense Activities -----					
----- Activity specifics unknown at this time -----					

Note: Strategic priorities identified with an \* are unfunded or underfunded at this time. The exact scope of work activities will be determined based on the availability of funding during each fiscal year.

## Organizational Structure

MCRPC's work programs are carried out through the interaction of Commission members, elected officials, governmental agencies, and staff. This interaction is graphically illustrated in **Exhibit C**. Commission membership is composed of eleven citizens nominated by major units of government and appointed by the McLean County Board. The current Commission membership is listed on page 9 of this report.

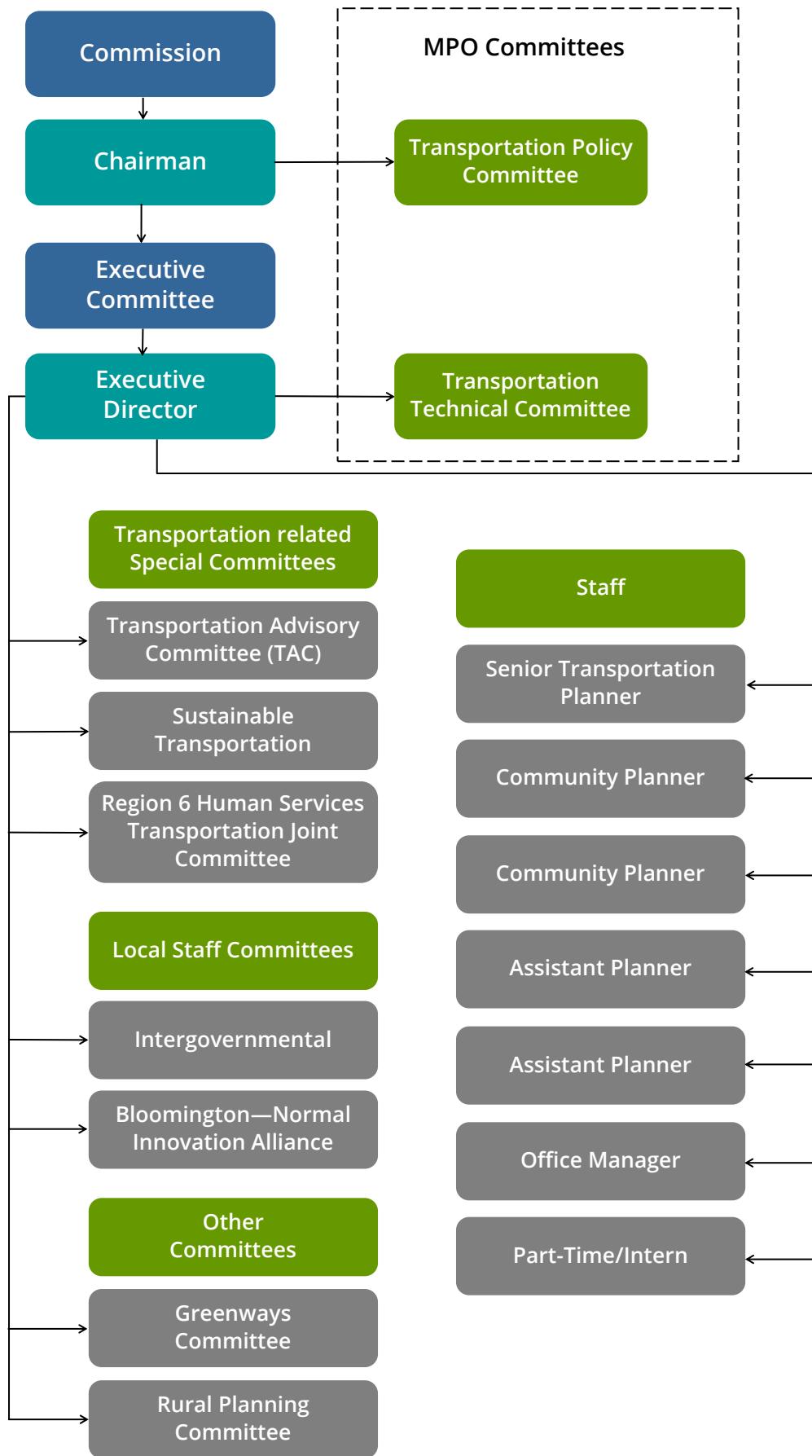
MCRPC interacts with local and state officials through the Transportation Technical and Policy Committees (membership listed on Page 8). The Commission interacts with local elected officials through the Commission Chairperson, who is also the permanent chair of the Transportation Policy Committee. The Policy Committee also provides for interaction with Illinois Department of Transportation officials as well as local and state elected officials. Representatives of the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) participate and provide guidance and information.

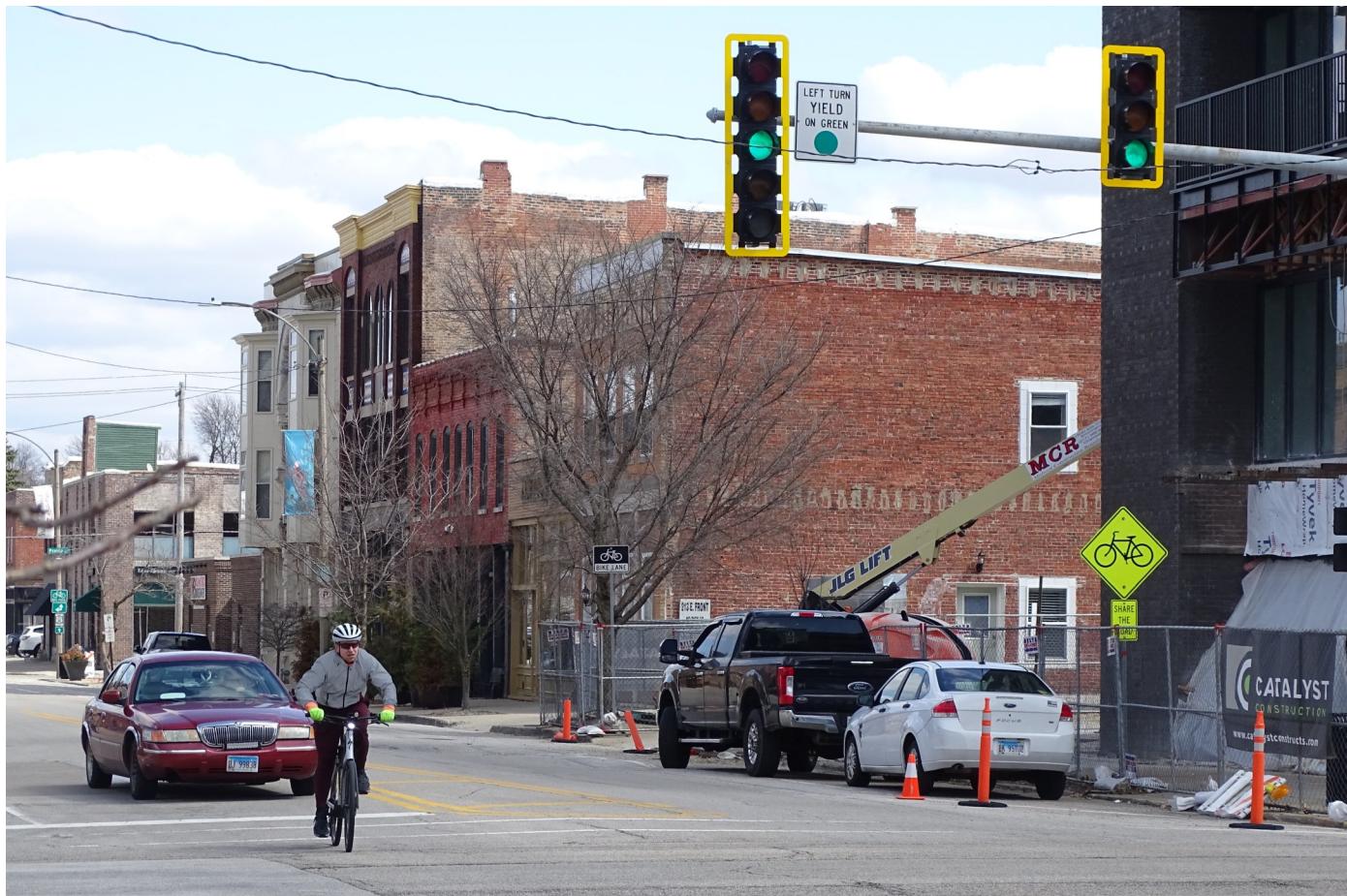
At the staff level, the Commission Chairperson chairs the Executive Committee, which includes three voting Commissioners, and the McLean County Administrator, and the City Managers of Bloomington and Normal and the Executive Director of MCRPC who serve as the non-voting members. The Executive Director of the MCRPC participates in each of the above committees and is the permanent chair of the Transportation Technical Committee. This committee reports to the Transportation Policy Committee on transportation matters and includes management and engineering staff from the City of Bloomington, Town of Normal, McLean County, Bloomington-Normal Airport Authority, Connect Transit and the Illinois Department of Transportation. All final action is taken by the Policy Committee, which is chaired by the Chairperson of MCRPC, and includes the Chair of the County Board Transportation Committee, the mayors of Bloomington and Normal, and a representative of IDOT District 5.

MCRPC staff also facilitates a variety of Advisory Committees, including various transportation committees, local committees and others as identified in **Exhibit C**. In addition, staff participates in the McLean County Health Department programs and related advocacy committees , Historic Route 66 Bikeway, Solid Waste Technical, Greenways and other committees to coordinate activities between local and regional planning staffs in each of major work element.

## EXHIBIT C

### MPO Structure





## **PROGRAM SUMMARY AND BUDGET**

This section presents an overview of the OWP for the coming year. It presents the estimated total staffing requirements and costs to carry out the identified work activities and includes a line item budget. Also included is a summary of anticipated funding by source and project.

# Staffing Requirements

The work program provides for seven (7) full time staff members. In addition to the Executive Director, the budgeted staff positions include office manager, senior transportation planner, two community planners and two assistant planners, and temporary/part-time staff.

**Table 2.1** lists the staff allocations to complete the programmed work activities.

## Costs

The total estimated cost to implement this work program is \$752,370.23. The anticipated line item costs are illustrated in **Table 2.2**, along with a breakdown of allocations to direct costs. Direct costs are chargeable to specific projects and include salaries and non-salary costs, such as materials, services and supplies used directly on projects. Indirect costs, which also include both salaries and non-salary costs, cannot be related to specific projects. Such costs include general administration, supplies, and equipment costs.

The budget provides for 16 different line item expenses, each applied as direct costs. These line item expenses are shown in **Table 2.2** and discussed briefly below.

## Salaries and Fringe Benefits

Salaries and benefits account for nearly 42% of the budget and constitute the largest expense. Seven (7) full time staff members are eligible for fringe benefits, which include the Illinois Municipal Retirement Fund, group insurance, paid vacations, paid sick leave, paid holidays, and unemployment insurance.

## Advertising/Legal Notices

Advertising is a direct expense and includes event advertising, advertising for employment, public hearings and other required notices.

## Copy Machine Expenses

Includes paper, staples, envelopes, machine supplies and other copy machine related expenses.

## Contractual Services and Sub Awards/Consultants

Contractual payment for services performed for MCRPC in accordance with terms and conditions of a written contract. This line item includes: expenses for data analysis and expenses for a research fellow through Illinois State University, and may also encompass consultant services.

## Dues and Memberships

Professional dues for the staff and subscriptions for the agency.

## Letterheads and Printed Forms

Letterheads, printed envelopes or any special type of form which is printed for a particular use that cannot be purchased in open stock.

## Non-Contract Services

Payment for specific services not covered elsewhere such as time keeping software, survey software, and document design services.

## Operating & Office Supplies

Minor operational and office supplies, including: paper for copiers & printers, paper plates, cups, etc.

## Other Equipment

Copy charges by a third party, includes expenses associated with copy machine rental.

## Postage

Direct expenses for mailed items, including stamps, UPS and/or equivalent services, etc.

**Table 2.1****Allocation of Staff Hours by Work Element**

County Code	UWP CODE	Project	Executive Director	Senior Planner	Community Planner 1	Community Planner 2	Assistant Planner 1	Assistant Planner 2	Office Manager	Part-Time Intern	Total
120	100	General Administration	600	225	125	250	125	100	1,320	0	<b>2,745</b>
121	200	Local Planning & Technical Assistance	100	0	50	75	175	0	200	50	<b>650</b>
122	300	Comprehensive Planning & Technical Assistance	405	225	350	400	475	475	65	465	<b>2,860</b>
123	400	Transportation Planning & Technical Assistance	275	800	50	425	450	425	50	100	<b>2,575</b>
124	600	Education & Outreach	100	0	100	225	200	100	30	0	<b>755</b>
125	700	Human Service Transportation Plan	20	625	0	125	125	300	75	0	<b>1,270</b>
126	500	Data, Technology & Innovation Alliance	250	0	75	300	350	150	25	500	<b>1,650</b>
127	210	Regional Housing Initiatives	80	0	1200	0	50	400	50	278	<b>2,058</b>
128	800	Special Planning Projects	120	75	0	150	0	0	135	0	<b>480</b>
<b>Total</b>			<b>1,950</b>	<b>1,950</b>	<b>1,950</b>	<b>1,950</b>	<b>1,950</b>	<b>1,950</b>	<b>1,950</b>	<b>1,393</b>	<b>15,043</b>

\*Note: HSTP and Special Planning Projects are funded by IDOT grants separate from FHWA PL or FTA 5305(d) grants. Hence the project totals are not included in Line Item Budget - Table 2.2, or Program Funding Sources-Table 2.3. Costs associated with the aforementioned projects are detailed in the Project Budget section of the OWP beginning on page 31 of this report.

**Purchase of Computers & related equipment**

Equipment and furnishings purchased such as: computer accessories, calculators, computer monitors,

**Schooling & Conferences (includes parking)**

Travel and expenses for eight conferences (mileage, flight tickets, train tickets, hotel costs, meals at the per diem rates per State of Illinois schedule, and conference registration).

**Software License Agreement**

Adobe and GIS software licenses, dashboards, website, travel demand modeling, data acquisition, and maintenance.

**Travel Expenses (not used for training)**

Any travel expenses incurred in conducting MCRPC business including travel to meetings and other project-related travel within the State of Illinois.

**Telephone Expenses**

Payment for telephone service and support for 10 telephones.

**Table 2.2****Line Item Budget**

Expense Item	Direct Costs	Percent of Budget
Salaries + Fringes	\$ 667,328.86	41.2%
Advertising/ Legal Notices	\$ 9,313.89	0.6%
Book/Videos/ Publications	\$ -	0.0%
Copy Machine Expense	\$ 8,423.94	0.5%
Contractual Services and Sub Awards	\$ 76,157.05	4.7%
Consultants	\$ 765,572.96	47.2%
Dues & Memberships	\$ 10,060.00	0.6%
Food	\$ -	0.0%
Letterheads and Printed Forms	\$ 13,161.03	0.8%
Non-Contract Services	\$ 10,500.00	0.6%
Operating & Office Supplies	\$ 11,748.20	0.7%
Other Equipment	\$ 1,720.00	0.1%
Postage	\$ 1,464.00	0.1%
Purchase of Computers & related equipment	\$ 12,000.00	0.7%
Schooling & Conferences(incl parking)	\$ 11,913.99	0.7%
Software License Agreement	\$ 13,485.63	0.8%
Travel Expense (not associated with training)	\$ 5,941.73	0.4%
Telephone Expenses	\$ 2,300.00	0.1%
<b>TOTAL</b>	<b>\$ 1,621,091.29</b>	<b>100.0%</b>

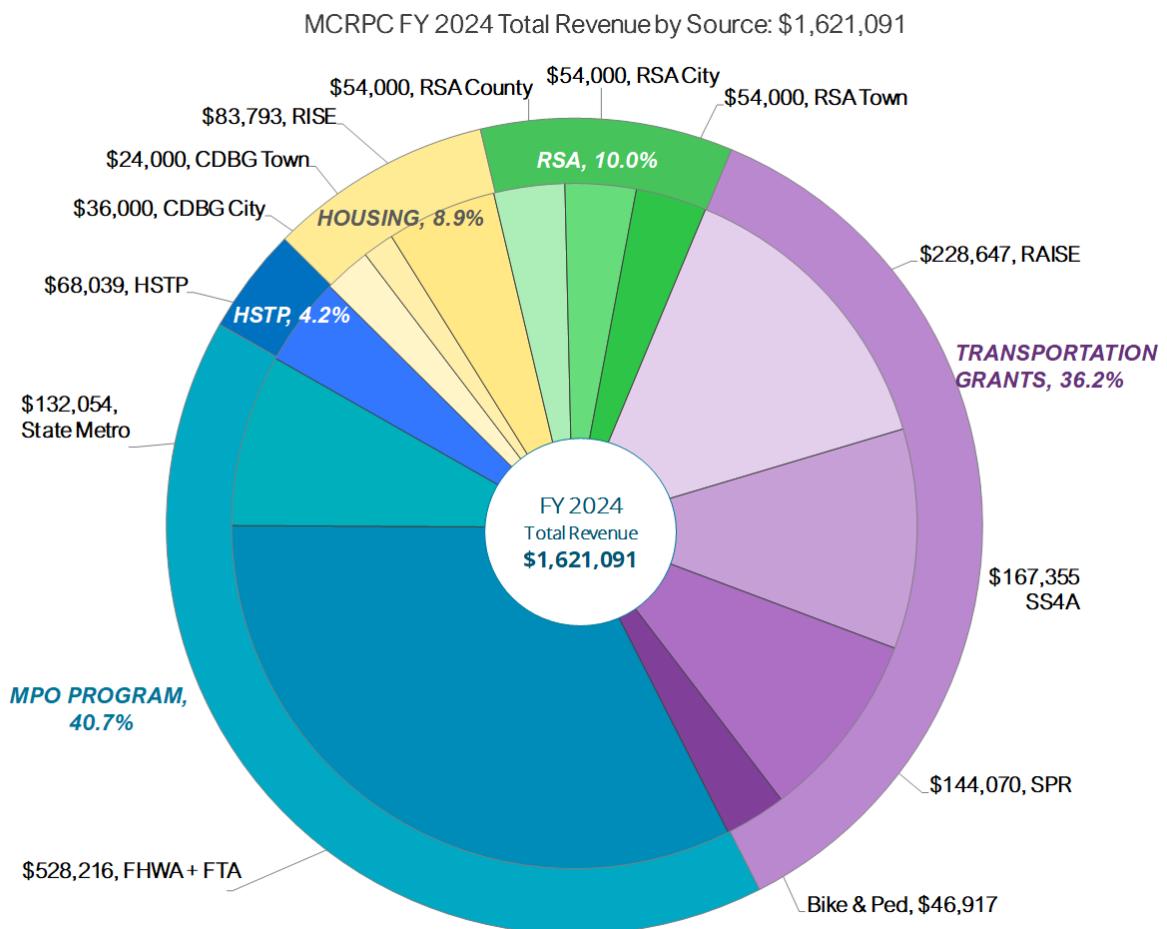
Note: As in State Fiscal Year 2023, MCRPC is not claiming Indirect Cost for Fiscal Year 2024.

**Funding**

Funding for this year's work program will come from the sources indicated in **Table 2.3** and **Chart 2.1**. Federal transportation funds will continue to account for a significant part of the MCRPC budget with Federal Highway Administration (FHWA-PL) funds and Federal Transit Administration (FTA-5305 (d)) funds totaling at \$528,216. State Metropolitan Planning Funds of \$132,054 provide the required local match. The Regional Service Agreements with Bloomington, Normal, and McLean County provide local match requirements for various projects and fund the Transportation and Land Use Connection (TLC) program. The total amount provided by local funding sources is \$92,100, sourced from the Regional Service Agreements.

**Table 2.3****FY 2024 Program Funding Sources**

		MPO Program Funding		RSA Funds	Housing Program Funding		HSTP	Transportation Project Grant Funding					
County	OWP	FHWA & FTA	State Metro	RSA	CDBG	RISE	HSTP Reg. 6	RAISE	IDOT Bike/Ped	IDOT SPR	SS4A	Work Element Totals	
0120	<b>WE 100</b>	\$142,536	\$35,634									\$178,169	
0121	<b>WE 200</b>			\$29,900								\$29,900	
0122	<b>WE 300</b>	\$163,524	\$40,881	\$47,100								\$251,505	
0123	<b>WE 400</b>	\$109,947	\$27,487	\$28,000								\$165,433	
0124	<b>WE 600</b>	\$50,366	\$12,592	\$2,000								\$64,958	
0125	<b>WE 700</b>						\$68,039					\$68,039	
0126	<b>WE 500</b>	\$61,844	\$15,461	\$15,000								\$92,305	
0127	<b>WE 210</b>			\$40,000	\$60,000	\$83,793						\$183,793	
0128	<b>WE 800</b>							\$228,647	\$46,917	\$144,070	\$167,355	\$586,989	
		<b>Totals</b>	\$528,216	\$132,054	\$162,000	\$60,000	\$83,793	\$68,039	\$228,647	\$46,917	\$144,070	\$167,355	\$1,621,091
		%	33%	8%	10%	4%	5%	4%	14%	3%	9%	10%	100%

**Chart 2.1****FY024 Program Funding Sources**

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## CONTRACT COSTS

This section presents the scope of services of transportation planning activities to be included in the contract between MCRPC and the Illinois Department of Transportation (IDOT) for the Bloomington-Normal metro area. It identifies line item costs and total agency costs as well as the methodology used to allocate costs. It also summarizes the projected funding levels for transportation related planning activities. This section concludes with a presentation of itemized cost reports for PL (FHWA) and Section 5305(d) (FTA) funding.

# Transportation Planning Scope of Services

Pages 28 through 30 of this report focus on work elements funded through the Illinois Department of Transportation, using funds from the Federal Highway Administration and the Federal Transit Administration, with matching funds provided by the IDOT Office of Planning & Programming. The work elements discussed below are the core of the MCRPC transportation planning process as the Metropolitan Planning Organization.

These activities will result in the following major end products by work element:

## Work Element 100—General Administration

FY 2025 UWP and OWP; FY 2023 McLean County audit report; Quarterly and annual performance reports; Monthly financial reports; and other correspondence.

## Work Element 300—Comprehensive Planning

Comprehensive Planning work products for the fiscal year include consistency reviews, compilation of GIS data sets needed to conduct the regional comprehensive plan, spatial analysis and rural comprehensive plan for one rural community in McLean County.

## Work Element 400—Transportation Planning

FY 2023–FY 2027 Transportation Improvement Program; Regional Transportation Dashboard; Travel Demand Model; implementation of LRTP and development of the 2022 MLRTP; updates of Title VI and Public Participation plans, reports on completed transportation projects, and other plans or reports relating to transportation.

## Work Element 500—Data Gathering, Technology, Innovation Alliance

Major work products include spatial analysis and web-based dashboards, educational programs, and pilot/test projects.

## Work Element 600—Education and Outreach

MCRPC website and social media updates; periodic newsletters; and presentations to the community.

## Projected Funding

Determining projected funding levels is an important part of the programming and budgeting process. Sections 2 and 4 of this report address this subject in detail. **Table 3.1** summarizes the projected funding for PL and Section 5305(d) work activities programmed for FY 2024.

**Table 3.1**

### Projected Funding for Transportation Planning Elements

Projected Funding for Transportation Planning Elements			
PL + 5305 Funds	\$ 528,216		80%
Metro Planning Funds	\$ 132,054		20%
Total Funds	\$ 660,270		100%

## Exhibit E

### Cost Allocation Methodology

1



#### Identification of Projects

Update and refine projected 5-year strategic priorities (See Exhibit B)

2



#### Determination of Staff Requirements

Allocate hours each staff person is to work on projects and administration (See Table 2.1)

3



#### Determination of Total Project Costs

The direct salary costs are derived by adding wages and fringes. Total projects costs is determined by adding direct non-salary expenses to each project.

### Project Cost Allocation Methodology and Itemized Cost Reports

The cost allocation methodology was developed in accordance with federal planning guidelines for the purpose of allocating funding for MCRPC program areas and transportation program areas in particular. It is presented in order to document the procedures employed in developing this work program. It outlines the procedure used to allocate project costs. The allocation of line item budget costs for FHWA PL and FTA Section 5305(d) funds are presented in **Table 3.2**. **Table 3.3** identifies the total costs for each work element, along with the amount (80%) to be reimbursed by PL and Section 5305(d) funds and 20% by State Metro Planning Funds. This report provides a guide for monthly project billings and provides a means to gauge the relative progress towards completing each program area.

**Table 3.2**

#### Itemized Cost Report for FHWA and FTA Funds

	Program Category	Total Program Category Charges	FHWA & FTA Contract Limiting Amount
100	General Administration	\$ 178,169.40	\$ 142,535.52
300	Comprehensive Planning & Technical Assistance	\$ 251,504.62	\$ 163,523.70
400	Transportation Planning & Technical Assistance	\$ 165,433.19	\$ 109,946.55
500	Data Gathering, Technology & Smart City Initiatives	\$ 92,305.35	\$ 61,844.28
600	Education & Outreach	\$ 64,957.67	\$ 50,366.14
	<b>TOTAL</b>	<b>\$ 752,370.23</b>	<b>\$ 528,216.19</b>

**Table 3.3****FY 2024 Budget by Line Item Cost for MPO Transportation Services**

Cost Item	Federal Funding	State Metro	Total Amount
	FHWA/FTA		
	80%	20%	100%
<b>Personnel Cost</b>			
Executive Director	\$ 93,928.25	\$ 23,482.06	\$ 117,410.31
Senior Planner -Transportation	\$ 47,338.51	\$ 11,834.63	\$ 59,173.14
Community Planner 1	\$ 21,078.41	\$ 5,269.60	\$ 26,348.01
Community Planner 2	\$ 48,232.25	\$ 12,058.06	\$ 60,290.31
Assistant Planner 1	\$ 40,530.85	\$ 10,132.71	\$ 50,663.57
Assistant Planner 2	\$ 31,366.41	\$ 7,841.60	\$ 39,208.01
Office Manager	\$ 39,639.82	\$ 9,909.96	\$ 49,549.78
Part-Time professional	\$ 12,668.27	\$ 3,167.07	\$ 15,835.33
<b>Total for Personnel Services</b>	<b>\$ 334,782.77</b>	<b>\$ 83,695.69</b>	<b>\$ 418,478.46</b>
Advertising/ Legal Notices	\$ 4,928.16	\$ 1,232.04	\$ 6,160.20
Book/Videos/ Publications	\$ -	\$ -	\$ -
Copy Machine Expense	\$ 5,799.40	\$ 1,449.85	\$ 7,249.25
Contract Services	\$ 47,868.27	\$ 11,967.07	\$ 59,835.34
Consultants	\$ 77,317.44	\$ 19,329.36	\$ 96,646.81
Dues & Memberships	\$ 6,024.35	\$ 1,506.09	\$ 7,530.43
Food	\$ -	\$ -	\$ -
Letterheads and Printed Forms	\$ 7,771.76	\$ 1,942.94	\$ 9,714.70
Non-Contract Services	\$ 6,460.10	\$ 1,615.02	\$ 8,075.12
Operating & Office Supplies	\$ 7,451.36	\$ 1,862.84	\$ 9,314.20
Other Equipment	\$ 1,376.00	\$ 344.00	\$ 1,720.00
Postage	\$ 851.20	\$ 212.80	\$ 1,064.00
Purchase of Computers & related equipment	\$ 8,601.40	\$ 2,150.35	\$ 10,751.76
Schooling & Conferences(incl parking)	\$ 6,677.22	\$ 1,669.31	\$ 8,346.53
Software License Agreement	\$ 7,409.74	\$ 1,852.44	\$ 9,262.18
Travel Expense (not associated with training)	\$ 3,538.26	\$ 884.56	\$ 4,422.82
Telephone Expenses	\$ 1,358.76	\$ 339.69	\$ 1,698.45
<b>Total Direct Costs</b>	<b>\$ 193,433.42</b>	<b>\$ 48,358.35</b>	<b>\$ 241,791.77</b>
<b>Total Cost</b>	<b>\$ 528,216.19</b>	<b>\$ 132,054.05</b>	<b>\$ 660,270.23</b>



## PROJECT BUDGETS

The annual work program identifies individual elements and tasks to be initiated or completed during the fiscal period. This section provides a brief description of each project and identifies the output to be achieved. It also considers the major tasks to be completed for each project and defines the estimated staffing requirements by staff position needed to complete those tasks. Also addressed in this section are total estimated costs to complete the work scheduled for each project.

## Work Element 100—General Administration

This work element encompasses the general administration and support of the 3C transportation process to ensure that state and local partners maintain eligibility for the use of federal transportation funds to improve area surface transportation systems.

### Accomplishments during FY 2023

- Timely submission of financial and project reports
- Completion of County FY 2022 audit with no significant findings
- Continuing practice of all direct costs
- Creation of FY 2024 UWP (July 1, 2023 - June 30, 2024)
- Creation of FY 2024 OWP (January 1, 2023 - December 31, 2023)
- Management of multiple grants from various sources

### Planned Activities during FY 2024

All general administration tasks including but not limited to: budget, finance, and HR management; coordination of meetings; Grant and contract management.

### Work Products

FY 2024 (State Fiscal Year) Unified Work Program; FY 2024 Overall Work Program (County Fiscal Year); Quarterly and annual performance reports; Monthly financial reports; Other correspondence; and descriptions of advisory groups along with roles and responsibilities of membership and each group's project priorities.

## GENERAL ADMINISTRATION BUDGET

<b>Non-Salary Expenses</b>		<b>Amount</b>
Advertising/ Legal Notices		\$ 670.00
Book/Videos/ Publications		\$ -
Copy Machine Expense		\$ 3,150.00
Contract Services and sub awards		\$ 16,600.86
Consultants		\$ 7,500.00
Dues & Memberships		\$ 2,000.00
Food		\$ -
Letterheads and Printed Forms		\$ 575.79
Non-Contract Services		\$ 2,000.00
Operating & Office Supplies		\$ 2,500.00
Other Equipment		\$ 1,720.00
Postage		\$ 1,064.00
Purchase of Computers & related equipment		\$ 2,500.00
Schooling & Conferences(incl parking)		\$ 2,000.00
Software License Agreement		\$ 4,000.00
Travel Expense (not associated with training)		\$ 1,000.00
Telephone Expenses		\$ 1,200.00
<b>Total Non-Salary Expenses</b>		<b>\$ 48,480.65</b>
<b>Direct Salaries</b>	<b>Time (Hours)</b>	<b>Dollar Total</b>
<b>Staff Position</b>		
Executive Director	600	\$ 48,122.10
Senior Planner -Transportation	225	\$ 12,414.39
Community Planner 1	125	\$ 5,392.77
Community Planner 2	250	\$ 10,785.54
Assist. Planner 1	125	\$ 4,616.36
Assist. Planner 2	100	\$ 3,693.09
Office Manager	1320	\$ 44,664.49
Part-Time professional OR Intern	0	\$ -
<b>Total Salary Costs</b>	<b>2,745</b>	<b>\$ 129,688.75</b>
<b>Total Project Costs</b>		<b>\$ 178,169.40</b>
<b>Funding Sources</b>		
IDOT - PL + Section 5305(d)		\$ 142,535.52
State Metro Planning Funds		\$ 35,633.88
Regional Service Agreement		\$ -
<b>Total Funding</b>		<b>\$ 178,169.40</b>

## Work Element 200—Local Planning & Technical Assistance

This work element encompasses planning and technical assistance on local projects that directly support individual municipalities. Tasks may include data collection, spatial analysis and planning at neighborhood, intersection, street or other micro levels, support for non-transportation oriented regional projects like Greenways, Solid Waste Planning, BN Advantage, watershed related activities and technical assistance on ordinance reviews and grant writing. The actual tasks and scope will be determined based on the need.

### Accomplishments during FY 2023

- Coordinated Greenways Committee meetings and updated the Greenways website.
- Coordinated speakers for Greenways outreach events.

### Planned Activities during FY 2024

All general administration tasks including but not limited to: budget, finance, and HR management; coordination of meetings; Grant and contract management.

**Task 201—Greenways:** Work with the Greenways Advisory Committee and the Staff Committees on implementing the Greenways Plan.

**Task 202—BN Advantage:** Support regional economic development efforts, particularly those that overlap with aspects such as transportation, place making, housing, place based incentives and other efforts that impact quality of place; Maintain BN Vitals dashboard.

**Task 203—Support local activities and initiatives:** Including assistance with implementation of adopted plans such as the Solid Waste Management Plan, research assistance and ordinance review of local ordinances, grant writing assistance for local governments; Activities will be limited by availability of time, resources and their applicability to the entire region.

**Task 204—Other projects that may arise in support of this element.**

### Work Products

Continued coordination of Greenways committees. Continued coordination of Greenways outreach events; Maintaining and promoting Greenways via MCRPC website, MCRPC social media pages and maintenance of Greenways story map. MCRPC staff will continue to provide planning and technical assistance on local projects as needs arise.

## LOCAL PLANNING & TECHNICAL ASSISTANCE BUDGET

<b>Non-Salary Expenses</b>		<b>Amount</b>
Advertising/ Legal Notices		\$ -
Book/Videos/ Publications		\$ -
Copy Machine Expense		\$ -
Contract Services and sub awards		\$ -
Consultants		\$ 1,121.38
Dues & Memberships		\$ -
Food		\$ -
Letterheads and Printed Forms		\$ 1,235.24
Non-Contract Services		\$ -
Operating & Office Supplies		\$ -
Other Equipment		\$ -
Postage		\$ -
Purchase of Computers & related equipment		\$ -
Schooling & Conferences(incl parking)		\$ -
Software License Agreement		\$ -
Travel Expense (not associated with training)		\$ -
Telephone Expenses		\$ -
<b>Total Non-Salary Expenses</b>		<b>\$ 2,356.62</b>
<hr/>		
<b>Direct Salaries</b>	<b>Time (Hours)</b>	<b>Dollar Total</b>
<b>Staff Position</b>		
Executive Director	100	\$ 8,020.35
Senior Planner -Transportation	0	\$ -
Community Planner 1	50	\$ 2,157.11
Community Planner 2	75	\$ 3,235.66
Assist. Planner 1	175	\$ 6,462.91
Assist. Planner 2	0	\$ -
Office Manager	200	\$ 6,767.35
Part-Time professional OR Intern	50	\$ 900.00
<b>Total Salary Costs</b>	<b>650</b>	<b>\$ 27,543.38</b>
<hr/>		
<b>Total Project Costs</b>		<b>\$ 29,900.00</b>
<hr/>		
<b>Funding Sources</b>		
Regional Service Agreements (RSA)		\$ 29,900.00
<b>Total Funding</b>		<b>\$ 29,900.00</b>

## Work Element 210—Regional Housing Initiatives

This work element addresses housing issues regionally and comprehensively for people of all ages, incomes and abilities.

### Accomplishments during FY 2023

- Updated the MCRPC Housing Data Dashboard
- Completed research and published three white papers on affordable housing and related topics in McLean County, including the Preservation of Low Income Housing Tax Credit & Other Income-Based Housing; and Zoning Regulations
- Published Annual Regional Housing Initiative 2022-2023 Report
- Applied for and were awarded the Illinois Department of Commerce and Opportunity RISE Grant to create a Housing Recovery Plan in the aftermath of the COVID-19 pandemic
- Participated in the Housing Assistance Coalition, an inter-agency effort to address housing insecurity due to loss of income related to the COVID-19 pandemic
- Coordinated and managed activities associated with the Regional Housing Initiative

### Planned Activities during FY 2024

**Task 211—Administration:** General administration of regional housing initiatives including facilitating the two housing advisory committees and the staff committee; Coordination with state and federal housing authorities; Coordination with not-for-profit and other housing stakeholders; Housing related professional development activities; Complete Community Development Block Grant (CDBG) reports for Town of Normal and City of Bloomington quarterly.

**Task 212—Data, Metrics and Maps:** Gather and distribute housing related data in Bloomington-Normal and McLean County on a regular update cycle as deemed appropriate; Create and distribute relevant maps.

**Task 213—Consolidated Planning and Fair Housing:** HUD strongly encourages a regional approach than an individual approach. A regional AFH assessment, and a unified Consolidated Plan and Citizen Participation Plan, will be developed for submission as dictated by the HUD submission deadlines.

**Task 214—Programming support:** Create summaries of various plans for submission to the Illinois Housing Development Authority; Establish criteria for supporting affordable and supportive housing to ensure a higher rate of success with grant applications such as Low Income Housing Tax Credit; Provide necessary support for developers, builders, not-for-profits, municipalities, Bloomington Housing Authority, County and others for housing related grant applications; Review municipal regulations to identify opportunities for changes for consistency and in favor of the regional housing initiatives; Explore establishing new programming or support expansion of existing programming to forward the goals of the Regional Housing Initiative.

**Task 215—Housing Research:** Research new tools and best practices that should be considered in our community; Publish white papers on housing-related topics as advised by the Regional Housing Staff Committee or internally by MCRPC.

**Task 216—Other:** Projects that may arise in support of this element.

**Task 217—RISE Grant:** Manage the RISE grant from the Illinois Department of Commerce and Economic Opportunity, including grant reporting, preparing and facilitating Steering Committee meetings; Provide research support to consultants creating the Housing Recovery Plan.

## **Work Products**

The McLean County Regional Planning Commission staff will lead the Regional Housing Initiative for the 2023-2024 program year. Activities include the publishing of white papers to increase public and stakeholder knowledge of housing issues in the community, support to developers interested in applying for Low Income Housing Tax Credit (LIHTC) funding for projects in the jurisdiction, and continued oversight of the Affordable and Supportive Housing Committee involvement and support to the Housing Assistance Coalition.

## REGIONAL HOUSING INITIATIVES BUDGET

<b>Non-Salary Expenses</b>		<b>Amount</b>
Advertising/ Legal Notices		
Book/Videos/ Publications		
Copy Machine Expense	\$ 500.00	
Contract Services and sub awards	\$ 10,000.00	
Consultants	\$ 85,764.42	
Dues & Memberships	\$ 560.00	
Food		
Letterheads and Printed Forms	\$ 500.00	
Non-Contract Services	\$ 1,400.00	
Operating & Office Supplies	\$ 550.00	
Other Equipment		
Postage		
Purchase of Computers & related equipment		
Schooling & Conferences(incl parking)	\$ 1,077.27	
Software License Agreement	\$ 1,765.00	
Travel Expense (not associated with training)	\$ 174.73	
Telephone Expenses		
<b>Total Non-Salary Expenses</b>		<b>\$ 102,291.42</b>
<b>Direct Salaries</b>	<b>Time (Hours)</b>	<b>Dollar Total</b>
<b>Staff Position</b>		
Executive Director	80	\$ 6,416.28
Senior Planner -Transportation	0	\$ -
Community Planner 1	1200	\$ 51,770.61
Community Planner 2	0	\$ -
Assist. Planner 1	50	\$ 1,846.55
Assist. Planner 2	400	\$ 14,772.36
Office Manager	50	\$ 1,691.84
Part-Time professional OR Intern	278	\$ 5,004.00
<b>Total Salary Costs</b>		<b>\$ 81,501.63</b>
<b>Total Project Costs</b>		<b>\$ 183,793.05</b>
<b>Funding Sources</b>		
CDBG		\$ 60,000.00
Regional Service Agreements		\$ 40,000.00
RISE Grant		\$ 83,793.05
<b>Total Funding</b>		<b>\$ 183,793.05</b>

## Work Element 300—Comprehensive Planning & Technical Assistance

This work element improves coordination between land use and transportation planning in a manner that supports the economic vitality of the metropolitan and rural areas. It strives to promote smart growth, protect and enhance the environment, promote energy conservation and improve the quality of life and place in the Bloomington-Normal urbanized area.

### Accomplishments during FY 2023

- Collaborated with the Historic Route 66 Bikeway, Greenways and other committees to identify and manage program activities and grants
- Provided assistance and consultation to City and Town staff, housing agencies, health coalitions, not-for-profit organizations, educational institutions and other entities working towards implementing comprehensive plans
- Updated statistical and demographic research regarding rural communities

### Planned Activities during FY 2024

**Task 301—Regional Comprehensive Plan:** Conduct regional planning activities such as data and information gathering in support of these efforts; Establish partnerships with a variety of agencies in furtherance of Comprehensive Plan development.

**Task 302—Coordination of Development Activity:** Work with municipal and other partners to track the progress of plans; Coordinate intergovernmental Staff Committee meetings to monitor development activity maintain and update Consistency Review forms; Work with McLean County GIS (McGIS) Consortium for integration of data, technology and implementation.

**Task 303—Environmental Planning:** Partner with Ecology Action Center in planning activities regarding regional energy, air quality monitoring and maintenance and solid waste management.

**Task 304—Transportation & Land Use Connection (TLC) Grant Program:** Provide support for the implementation of projects identified in regional and municipal comprehensive plans and the Metropolitan Long-Range Transportation Plan 2050 (MLRTP).

**Task 305—Rural Community Planning Assistance:** Provide technical planning assistance to rural communities regarding transportation and community planning as needed. Tasks may include but are not limited to support for creating and updating comprehensive plans, transportation plans, relevant ordinances; Coordination and administrative activities; Grant-writing; Maintaining a rural planning web page on MCRPC's website; Creating and distributing newsletters regarding issues and concerns in Rural McLean County; Outreach to establish rural community networks; Education on available resources; Collection and analysis of relevant spatial and tabular data; GIS/mapping based on availability of resources; and compile and update rural planning toolkit resources, tools and best practices to assist rural community development.

**Task 306—Other:** Other projects that may arise in support of this work element.

### **Work Products**

Ongoing development of the Regional Comprehensive Plan update; Reports regarding Intergovernmental Staff Committee development review; Rural data and resource guide development and coordination; Maintain the rural planning toolkit; Planning project implementation; Regional Energy Plan development; Plan tracking; Consideration of interactive consistency review; and TLC Program grants and implementation.

## COMPREHENSIVE PLANNING & TECHNICAL ASSISTANCE BUDGET

<b>Non-Salary Expenses</b>		<b>Amount</b>
Advertising/ Legal Notices		\$ 2,000.00
Book/Videos/ Publications		\$ -
Copy Machine Expense		\$ 500.00
Contract Services and sub awards		\$ 13,997.43
Consultants		\$ 101,000.00
Dues & Memberships		\$ 1,000.00
Food		\$ -
Letterheads and Printed Forms		\$ 2,500.00
Non-Contract Services		\$ 2,500.00
Operating & Office Supplies		\$ 1,000.00
Other Equipment		\$ -
Postage		\$ -
Purchase of Computers & related equipment		\$ -
Schooling & Conferences(incl parking)		\$ 2,000.00
Software License Agreement		\$ 1,100.00
Travel Expense (not associated with training)		\$ 1,000.00
Telephone Expenses		\$ -
<b>Total Non-Salary Expenses</b>		<b>\$ 128,597.43</b>

<b>Direct Salaries</b>	<b>Time (Hours)</b>	<b>Dollar Total</b>
<b>Staff Position</b>		
Executive Director	405	\$ 32,482.42
Senior Planner -Transportation	225	\$ 12,414.39
Community Planner 1	350	\$ 15,099.76
Community Planner 2	400	\$ 17,256.87
Assist. Planner 1	475	\$ 17,542.18
Assist. Planner 2	475	\$ 17,542.18
Office Manager	65	\$ 2,199.39
Part-Time professional OR Intern	465	\$ 8,370.00
<b>Total Salary Costs</b>	<b>2,860</b>	<b>\$ 122,907.19</b>
<b>Total Project Costs</b>		<b>\$ 251,504.62</b>

<b>Funding Sources</b>		
IDOT - PL + Section 5305(d)		\$ 163,523.70
State Metro Planning Funds		\$ 40,880.92
Regional Service Agreements (RSA)		\$ 47,100.00
<b>Total Funding</b>		<b>\$ 251,504.62</b>

## Work Element 400—Transportation Planning & Technical Assistance

This work element encompasses activities that directly support the continued implementation of the projects and programs outlined in the 2045 Long-Range Metropolitan Transportation Plan (LRMTP) completed in 2017, and the updated Metropolitan Long-Range Transportation Plan (MLRTP) 2050 completed in 2022. Work Element 400 also incorporates by reference the Transportation grant-funded projects listed as Tasks in Work Element 800.

### Accomplishments during FY 2023

- Completed the update of the Metropolitan Long-Range Transportation Plan 2050
- Continued implementation of and public education of the adopted Go:Safe McLean County Action Plan and developed implementation strategies
- Completion of the Town of Normal PASER pavement condition survey and analysis
- Continued the development of a travel demand model for the County in cooperation with the Champaign-Urbana Urbanized Area Transportation Study
- Participated in the County Health Department's Community Health Needs Assessment and regional committees on transportation, food security and active living

### Planned Activities during FY 2024

**Task 401—Transportation Administration & Technical Assistance:** Manage transportation committee meetings and activities; Provide technical assistance on transportation projects and operations supporting the regional transportation system; Review of local transportation projects and plans; Issue RFPs and RFQs as needed; Manage consultants for special transportation studies; and prepare grant applications and administer grants.

**Task 402—Transportation Improvement Program (TIP):** Development of annual TIP update for the implementation of area transportation projects over five-year periods; Tasks include publicizing and holding hearings and meetings on TIP projects; Developing or exploring an e-TIP format; Amendments or administrative modifications to the TIP.

**Task 403—Complete Streets & Transit-Oriented Development:** Advocate for implementation of complete streets policies; Update and implement McLean County Go:Safe Action Plan, including through additional grant-funded projects; Identify regional opportunities for system management; Provide technical assistance to Connect Transit; and review and guide transit-oriented development.

**Task 404—Sustainable Transportation Programming:** Support expansion of sustainable transportation programs for all modes; Continue development of Intelligent Transportation Systems regional inventory, establish the McLean County Transportation Management Consortium by intergovernmental agreement; Support the Greenways Advisory Committee and promote the Greenways initiative; Integrate statewide model development and local data; and expand collection of transportation environmental impact data.

**Task 405—Regional Health Initiatives:** Partner with the McLean County Health Department and others to promote active transportation, access to care and other health initiatives; Build upon participation in the FHWA/FTA assessment of the Health in Transportation Corridor Planning Framework process.

**Task 406—Metropolitan Long-Range Transportation Plan (ML RTP):** Implement the Metropolitan Long-Range Transportation Plan 2050 as prioritized in the goals and objectives; Amend or update as necessary.

**Task 407—Travel Demand Modeling** Maintain the regional Travel Demand Model and expand its capabilities for modeling multimodal trips, travel patterns and freight movements.

## **Work Products**

Updates or amendments to Metropolitan Long-Range Transportation Plan 2050 and reporting on implementation of plan priorities; FY 2025-2029 Transportation Improvement Program; Updates of Travel Demand Model; Reports on regional transportation management activities and outcomes; Go:Safe McLean County Action Plan implementation; Educational materials for Greenways programming.

## TRANSPORTATION PLANNING & TECHNICAL ASSISTANCE BUDGET

<b>Non-Salary Expenses</b>		<b>Amount</b>
Advertising/ Legal Notices		\$ 3,630.00
Book/Videos/ Publications		\$ -
Copy Machine Expense		\$ 1,174.50
Contract Services and sub awards		\$ 12,158.76
Consultants		\$ 5,000.00
Dues & Memberships		\$ 1,250.00
Food		\$ -
Letterheads and Printed Forms		\$ 2,625.00
Non-Contract Services		\$ 1,000.00
Operating & Office Supplies		\$ 4,000.00
Other Equipment		\$ -
Postage		\$ -
Purchase of Computers & related equipment		\$ 5,000.00
Schooling & Conferences(incl parking)		\$ 2,500.00
Software License Agreement		\$ 2,500.00
Travel Expense (not associated with training)		\$ 1,500.00
Telephone Expenses		\$ 600.00
<b>Total Non-Salary Expenses</b>		<b>\$ 42,938.26</b>

<b>Direct Salaries</b>	<b>Time (Hours)</b>	<b>Dollar Total</b>
<b>Staff Position</b>		
Executive Director	275	\$ 22,055.96
Senior Planner -Transportation	800	\$ 44,140.06
Community Planner 1	50	\$ 2,157.11
Community Planner 2	425	\$ 18,335.42
Assist. Planner 1	450	\$ 16,618.91
Assist. Planner 2	425	\$ 15,695.64
Office Manager	50	\$ 1,691.84
Part-Time professional OR Intern	100	\$ 1,800.00
<b>Total Salary Costs</b>	<b>2,575</b>	<b>\$ 122,494.93</b>
<b>Total Project Costs</b>		<b>\$ 165,433.19</b>

<b>Funding Sources</b>		
IDOT - PL + Section 5305(d)		\$ 109,946.55
State Metro Planning Funds		\$ 27,486.64
Regional Service Agreement		\$ 28,000.00
<b>Total Funding</b>		<b>\$ 165,433.19</b>

## Work Element 500—Data, Technology & Innovation Alliance

This work element is geared partially towards measuring the outcomes of plans and programs facilitated or led by MCRPC. Work to be completed in this element incorporates research, technology, and data to inform our planning practices through the use of dashboards, spatial data, and data analysis. This work element also includes research and participation in regional Smart Cities program development efforts through the (Bloomington-Normal Innovation Alliance).

### Accomplishments during FY 2023

- Maintained performance metrics, baselines and targets, as appropriate in plans
- Continued BN Vitals economic dashboard updates of over 220 metrics and continued maintenance of other interactive dashboards on different planning topics
- Completed regional study of 5G infrastructure installation and impacts
- Assisted the County Administration in the successful application of the Broadband Breakthrough program. McLean County was one of five counties selected for the award. Participated in the Broadband Breakthrough Action Plan development including distribution of a county-wide survey
- Participated in Bloomington-Normal Innovation Alliance
- Continued development of maps and interactive story maps
- Performed research and data analysis on various subject matters
- As a data hub for McLean County, continued to fulfill data requests from external community partners or the public
- Updated and maintained Housing Data Dashboard using Tableau
- Maintained 2020 Census population change maps and charts for McLean County municipalities on MCRPC website
- Utilized open-source technologies to automate data gathering efforts, freeing up staff time and enhancing the transparency and the reliability of MCRPC analyses

### Planned Activities during FY 2024

**Task 501—Research & Outreach:** Bring research and education on open data, Smart Cities and technology to a variety of stakeholders in McLean County and continue participation in the Bloomington-Normal Innovation Alliance; Participate in the Economic Development Council's Broadband READY grant; Continue working with county administration and partners in the implementation of the Broadband Breakthrough Action Plan; Explore grant opportunities related to emerging technology.

## DATA, TECHNOLOGY & INNOVATION ALLIANCE BUDGET

<b>Non-Salary Expenses</b>		<b>Amount</b>
Advertising/ Legal Notices		\$ 1,013.89
Book/Videos/ Publications		\$ -
Copy Machine Expense		\$ 2,177.70
Contract Services and sub awards		\$ 7,000.00
Consultants		\$ -
Dues & Memberships		\$ 1,500.00
Food		\$ -
Letterheads and Printed Forms		\$ 4,725.00
Non-Contract Services		\$ 2,100.00
Operating & Office Supplies		\$ 3,198.20
Other Equipment		\$ -
Postage		\$ -
Purchase of Computers & related equipment		\$ 2,000.00
Schooling & Conferences(incl parking)		\$ 2,000.00
Software License Agreement		\$ 1,000.00
Travel Expense (not associated with training)		\$ 1,050.00
Telephone Expenses		\$ -
<b>Total Non-Salary Expenses</b>		<b>\$ 27,764.79</b>

<b>Direct Salaries</b>	<b>Time (Hours)</b>	<b>Dollar Total</b>
<b>Staff Position</b>		
Executive Director	250	\$ 20,050.88
Senior Planner -Transportation	0	\$ -
Community Planner 1	75	\$ 3,235.66
Community Planner 2	300	\$ 12,942.65
Assist. Planner 1	350	\$ 12,925.82
Assist. Planner 2	150	\$ 5,539.64
Office Manager	25	\$ 845.92
Part-Time professional OR Intern	500	\$ 9,000.00
<b>Total Salary Costs</b>	<b>1,650</b>	<b>\$ 64,540.56</b>
<b>Total Project Costs</b>		<b>\$ 92,305.35</b>

<b>Funding Sources</b>		
IDOT - PL + Section 5305(d)		\$ 61,844.28
State Metro Planning Funds		\$ 15,461.07
Regional Service Agreement		\$ 15,000.00
<b>Total Funding</b>		<b>\$ 92,305.35</b>

**Task 502—Innovative Projects:** Seek opportunities for innovation and implementing best practices and strategies on various projects; Work with local partners to test ideas that will showcase progress, minimize risk, and eventually scale up implementation.

**Task 503—Data:** Deploy tools and expertise to compile and present data in accessible and easy to comprehend formats. This may include metrics on economic development, housing, transportation, environment, land use, health, education and more, and may also build data resources for MCRPC and the community.

**Task 504—Spatial Analysis & Maps:** Gather, create, analyze, and/or distribute spatial data; Participate in McGIS Consortium meetings and activities; Collaborate with local and state partners for spatial data collection and analysis efforts.

## **Work products**

Projects related to Bloomington-Normal Innovation Alliance; Pilot projects; Data dashboards; and spatial data and maps.

## Work Element 600—Education & Outreach

Educating and engaging the public on the importance of their participation in planning for the future of our community. It involves gathering and considering meaningful input on various plans and projects from the general public and all sectors of the community, utilizing both traditional and non-traditional methods with a focus on equity, diversity, and inclusion.

### Accomplishments during FY 2023

- Presentations at IDOT's Fall Planning conference and at ISU Geography Department.
- Expanded awareness of MCRPC, its role, purpose, and programs in the community through multiple high-profile projects, including the Regional Housing Initiatives and the Go:Safe McLean County Action Plan
- Continued to develop community partnerships with numerous agencies, organizations and not-for-profit entities
- Continued updates and maintenance of the MCRPC website to accommodate access and participation by the public and stakeholders
- Promoted local events, activities, and opportunities on MCRPC's social media channels

### Planned Activities during FY 2024

**Task 601—Website, Social Media & Online Program Activities:** Expand the capacity of the MCRPC website as a resource for planning and community development information, expand website technical competency to support information hub and interaction in various circumstances, and share relevant updates and resources through MCRPC social media channels.

**Task 602—Outreach Efforts:** Maintain the Public Participation Plan; Pursue education and outreach activities aligned with identified priorities, including sustainability, equity and resilience; Provide forums for the general public and other interests to unite for discussion regarding regional issues; Feature subject matter experts in community presentations on growth and development activities; Present at local, state and national conferences; and adapt outreach efforts to reflect state directives.

**Task 603—Publications and Press:** Publish newsletters, reports and notices highlighting innovative planning practices and implementation in the community.

### Work products

MCRPC website and social media updates; Public promotion thereof and online delivery of program activities as needed; Elevated technical capacity of mcplan.org; Updated Public Participation Plan and reports, notices and publications.

## EDUCATION, OUTREACH & PROFESSIONAL DEVELOPMENT BUDGET

<b>Non-Salary Expenses</b>		<b>Amount</b>
Advertising/ Legal Notices		\$ -
Book/Videos/ Publications		\$ -
Copy Machine Expense		\$ 921.74
Contract Services and sub awards		\$ 16,400.00
Consultants		\$ 3,000.00
Dues & Memberships		\$ 2,500.00
Food		\$ -
Letterheads and Printed Forms		\$ 1,000.00
Non-Contract Services		\$ 1,500.00
Operating & Office Supplies		\$ -
Other Equipment		\$ -
Postage		\$ -
Purchase of Computers & related equipment		\$ 2,500.00
Schooling & Conferences(incl parking)		\$ 1,000.00
Software License Agreement		\$ 1,500.00
Travel Expense (not associated with training)		\$ 500.00
Telephone Expenses		\$ -
<b>Total Non-Salary Expenses</b>		<b>\$ 30,821.74</b>

<b>Direct Salaries</b>	<b>Time (Hours)</b>	<b>Dollar Total</b>
<b>Staff Position</b>		
Executive Director	100	\$ 8,020.35
Senior Planner -Transportation	0	\$ -
Community Planner 1	100	\$ 4,314.22
Community Planner 2	225	\$ 9,706.99
Assist. Planner 1	200	\$ 7,386.18
Assist. Planner 2	100	\$ 3,693.09
Office Manager	30	\$ 1,015.10
Part-Time professional OR Intern	0	\$ -
<b>Total Salary Costs</b>	<b>755</b>	<b>\$ 34,135.93</b>
<b>Total Project Costs</b>		<b>\$ 64,957.67</b>

<b>Funding Sources</b>		
IDOT - PL + Section 5305(d)		\$ 50,366.14
State Metro Planning Funds		\$ 12,591.53
Regional Service Agreement (RSA)		\$ 2,000.00
<b>Total Funding</b>		<b>\$ 64,957.67</b>

## Work Element 700—Human Services Transportation Plan (HSTP)

The Human Services Transportation Plan is designed to meet the transportation needs of disadvantaged people, including persons with disabilities, individuals with lower incomes, older adults and racial and ethnic minorities. MCRPC administers the Illinois Department of Transportation Human Services Transportation Plan process for Region 6, a five-county area in East Central Illinois including Ford, Iroquois, Kankakee, Livingston, and McLean counties. MCRPC staff serve as regional coordinators, facilitating resource coordination among governments, transportation providers, and social service agencies throughout the region. The MCRPC transportation planner also serves as the Program Compliance Oversight Monitor (PCOM) for McLean County.

### Accomplishments during FY 2023

- Maintained regional joint committees
- Development of FY 2023 HSTP document
- Maintained HSTP dashboard and web content with updated information and mapping

### Planned Activities during FY 2024

**Task 701—HSTP Administration & Technical Assistance:** Support the regional HSTP organization, including coordinating meetings of the Region 6 Joint Policy and Technical Committee, conferring with state and local agencies regarding improvements for non-emergency medical transport services; Consult with Veterans Administration regarding veterans' transportation access to medical service providers.

**Task 702—HST Plan Updates & Progress Monitoring:** Update the Region 6 plan guided by the IDOT Office of Intermodal Program Implementation (OIPI) documentation of plan requirements; Incorporate stakeholder outreach and input; Seek Region 6 Policy Committee adoption and acceptance by IDOT-OIPI; Monitor progress in performance measures and targets.

**Task 703—Mobility Management & Technical Assistance:** Maintain internal process to assist the public and refer to providers; Work with service providers, social service organizations, the Veterans Administration, hospitals and medical providers to facilitate transportation connections; Maintain the HSTP dashboard of data, maps, service provider information and other resources such as the HSTP website, the regional HSTP dashboard of data and information for easy access within Region 6 and beyond.

**Task 704—Program and Project Compliance Review:** The Coordinator will conduct program reviews and vehicle inspections as directed by IDOT-OIPI staff and submit reports as to findings. Coordinator will assist participating agencies in program and vehicle management as needed.

### Work products

HSTP document draft and public outreach report; Quarterly and Annual Progress Reports; HSTP expanded content on the MCRPC website; and HSTP dashboard development.

## HUMAN SERVICES TRANSPORTATION PLAN (HSTP) BUDGET

<b>Non-Salary Expenses</b>		<b>Amount</b>
Advertising/ Legal Notices		\$ 2,000.00
Book/Videos/ Publications		\$ -
Copy Machine Expense		\$ -
Contract Services and sub awards		\$ -
Consultants		\$ -
Dues & Memberships		\$ 1,250.00
Food		\$ -
Letterheads and Printed Forms		\$ -
Non-Contract Services		\$ -
Operating & Office Supplies		\$ 500.00
Other Equipment		\$ -
Postage		\$ 400.00
Purchase of Computers & related equipment		\$ -
Schooling & Conferences(incl parking)		\$ 1,336.72
Software License Agreement		\$ 1,620.63
Travel Expense (not associated with training)		\$ 717.00
Telephone Expenses		\$ 500.00
<b>Total Non-Salary Expenses</b>		<b>\$ 8,324.35</b>
<b>Direct Salaries</b>		<b>Time (Hours)</b>
<b>Staff Position</b>		<b>Dollar Total</b>
Executive Director	20	\$ 1,604.07
Senior Planner -Transportation	625	\$ 34,484.42
Community Planner 1	0	\$ -
Community Planner 2	125	\$ 5,392.77
Assist. Planner 1	125	\$ 4,616.36
Assist. Planner 2	300	\$ 11,079.27
Office Manager	75	\$ 2,537.75
Part-Time professional OR Intern	0	\$ -
<b>Total Salary Costs</b>	<b>1,270</b>	<b>\$ 59,714.65</b>
<b>Total Project Costs</b>		<b>\$ 68,039.00</b>
<b>Funding Sources</b>		
IDOT - HSTP Agreement		\$ 68,039.00
<b>Total Funding</b>		<b>\$ 68,039.00</b>

Two-year agreement (FY 2024-2025) for coordination and mobility management services for Illinois Rural HSTP Region 6, comprised of Ford, Iroquois and Livingston counties in their entirety, and Kankakee and McLean counties excluding their urbanized areas. Budget is for FY 2024.

## Work Element 800—Special Planning & Regional Projects

This work element is reserved for any special projects that may arise from successful grant applications and opportunities.

### Accomplishments during FY 2023

- Work with USDOT and IDOT in contracting process to implement the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Planning Grant for re-envisioning and re-inventing Veterans Parkway
- Secured IDOT Bike & Ped Safety Grant; Executed the grant agreements; Issued the project's RFP for educational materials
- Secured IDOT State Planning and Research (SPR) Grant; Executed the grant agreements; Initiated work on the RFP for transportation safety promotional materials and outreach events
- Executed the grant agreements for the RAISE Veterans Parkway Corridor Study Grant; Drafted the RFP for professional services to be provided by consultants
- Held the kick-off meeting with Federal Highway Administration staff for the US DOT Safe Streets & Roads for All (SS4A) Action Plan Grant; Drafted the grant agreements and RFP for consultancy services

### Planned Activities during FY 2024

**Task 801—US DOT RAISE Veterans Parkway Corridor Study Grant:** Selection of consultants; Launch of the Corridor Study planning process.

**Task 802—IDOT State Planning and Research (SPR) Grant:** Go:Safe McLean County Implementation and Outreach Project; Issuance of RFP for selection of vendors; Initiation of work for transportation safety promotional materials and outreach events.

**Task 803—IDOT Bike & Ped Safety Grant:** Completion of the Bicycle & Pedestrian Safety study and implementation of safety projects and public awareness video product.

**Task 804—US DOT Safe Streets & Roads for All (SS4A) Action Plan Grant:** Execution of grant agreements; Issuance of the RFP for professional services; Selection of consultants; Launch of the planning process.

### Work Products

Work products as required by USDOT and IDOT pursuant to grant agreements.

## SPECIAL PLANNING & REGIONAL PROJECTS BUDGET

<b>Non-Salary Expenses (All Grants)</b>		<b>Amount</b>
Advertising/ Legal Notices		\$ -
Book/Videos/ Publications		\$ -
Copy Machine Expense		\$ -
Contract Services and sub awards		\$ -
Consultants		\$ 562,187
Dues & Memberships		\$ -
Food		\$ -
Letterheads and Printed Forms		\$ -
Non-Contract Services		\$ -
Operating & Office Supplies		\$ -
Other Equipment		\$ -
Postage		\$ -
Purchase of Computers & related equipment		\$ -
Schooling & Conferences(incl parking)		\$ -
Software License Agreement		\$ -
Travel Expense (not associated with training)		\$ -
Telephone Expenses		\$ -
<b>Total Non-Salary Expenses (All Grants)</b>		<b>\$ 562,187</b>

<b>Direct Salaries</b>	<b>Time (Hours)</b>	<b>Dollar Total</b>
<b>Staff Position</b>		
Executive Director	120	\$ 9,624
Senior Planner -Transportation	75	\$ 4,138
Community Planner 1	0	\$ -
Community Planner 2	150	\$ 6,471
Assist. Planner 1	0	\$ -
Assist. Planner 2	0	\$ -
Office Manager	135	\$ 4,568
Part-Time professional OR Intern	0	\$ -
<b>Total Salary Costs</b>	<b>480</b>	<b>\$ 24,802</b>

<b>Total Project Costs</b>		<b>\$ 586,989</b>
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<b>Funding Sources</b>	
U.S. DOT RAISE grant	\$ 228,647
U.S. DOT SS4A grant	\$ 167,355
IDOT State Planning & Research grant	\$ 144,070
IDOT Bicycle & Pedestrian grant	\$ 46,917
<b>Total Funding</b>	<b>\$ 586,989</b>

## SPECIAL PLANNING & REGIONAL PROJECTS BUDGET

Bike & Ped (Oct '22 - Sept '23)				
Grant Year	Total			
MCRPC	\$ 10,813			
County Sheriff	\$ 587			
Normal Police Department	\$ 3,836			
Bloomington Police Department	\$ 4,090			
Total Local Contributions	\$ 19,325			
Grant Award	\$ 27,592			
<b>Total Funding</b>	<b>\$ 46,917</b>			

SPR				
Grant Year	SFY 24	SFY 25	SFY 26	Total
Total Local Contributions	\$ -	\$ -	\$ -	\$ -
Grant Award	\$ 144,070	\$ 123,630	\$ 20,300	\$ 288,000
<b>Total Funding</b>	<b>\$ 144,070</b>	<b>\$ 123,630</b>	<b>\$ 20,300</b>	<b>\$ 288,000</b>

SS4A				
Grant Year	SFY 24	SFY 25	Total	
MCRPC	\$ 16,559	\$ 16,559	\$ 33,118	
IDOT	\$ 10,000	\$ 10,000	\$ 20,000	
City of Bloomington	\$ 12,500	\$ 12,500	\$ 25,000	
Town of Normal	\$ 10,000	\$ 10,000	\$ 20,000	
McLean County	\$ 10,000	\$ 10,000	\$ 20,000	
Connect Transit	\$ 10,000	\$ 10,000	\$ 20,000	
State Farm	\$ 10,000	\$ 10,000	\$ 20,000	
BNWRD	\$ 7,500	\$ 7,500	\$ 15,000	
District 87	\$ 5,000	\$ 5,000	\$ 10,000	
Total Local Contributions	\$ 91,559	\$ 91,559	\$ 183,118	
Grant Award	\$ 75,796	\$ 75,796	\$ 151,593	
<b>Total Funding</b>	<b>\$ 167,355</b>	<b>\$ 167,355</b>	<b>\$ 334,711</b>	

RAISE				
Grant Year	SFY 24	SFY 25	SFY 26	Total
MCRPC	\$ 14,481	\$ 14,481	\$ 3,537	\$ 32,500
IDOT	\$ 95,833	\$ 95,833	\$ 95,833	\$ 287,500
City of Bloomington	\$ 33,333	\$ 33,333	\$ 33,333	\$ 100,000
Town of Normal	\$ 33,333	\$ 33,333	\$ 33,333	\$ 100,000
McLean County	\$ 1,667	\$ 1,667	\$ 1,667	\$ 5,000
Connect Transit	\$ 16,667	\$ 16,667	\$ 16,667	\$ 50,000
Total Local Contributions	\$ 195,314	\$ 195,314	\$ 184,371	\$ 575,000
Grant Award	\$ 33,333	\$ 33,333	\$ 33,333	\$ 100,000
<b>Total Funding</b>	<b>\$ 228,647</b>	<b>\$ 228,647</b>	<b>\$ 217,706</b>	<b>\$ 675,000</b>

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**MCLEAN COUNTY**  
Regional Planning Commission

115 E. Washington Street, #M103  
Bloomington, Illinois 61701  
(309) 828-4331

[www.mcplan.org](http://www.mcplan.org)





## CONSENT AGENDA ITEM NO. 8.J.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action to Approve a Contract with Hanson Professional Services, Inc., for Reservoir Capacity Improvement Investigation, in the Amount of \$168,600, as requested by the Water Department.

**RECOMMENDED MOTION:** The proposed Contract be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

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

Objective 2b. Quality water for the long term

Objective 2e. Investing in the City's future through a realistic, funded capital improvement program

**BACKGROUND:** The Water Department is requesting the approval of a contract with Hanson Professional Services, Inc. ("Hanson"), in the amount of \$168,600 for the Reservoir Capacity Improvement Investigation project.

This project is a necessity in order to ensure the Water Department can meet future water usage demands by increasing the storage capacity of the City's two reservoirs - Lake Bloomington and Evergreen Lake. This project will investigate increasing storage capacity by two methods - investigate the possibility of dredging both reservoirs along with the potential of raising the spillway height at Evergreen Lake.

**Dredging** - Hanson has previously conducted a bathymetric study and will use this study as a baseline guide, along with a new bathymetric study, to investigate how much sediment has decreased storage capacity in each reservoir over the decades. In addition to the bathymetric study, Hanson will evaluate potential upland sediment storage and dewatering site options and summarize typical requirements for planning; evaluate and summarize the anticipated regulatory permitting requirements for a large-scale dredging project; and summarize options and recommendations in a Capacity Improvement Report.

**Raise Evergreen Lake Spillway** - Hanson will complete the following spillway height increase investigation:

- Review spillway design criteria and identify regulatory impact for significant modification.
- Analyze existing dam/spillway for current and future regulatory spillway criteria.
- Study options for Lake raise.
- Determine the required height for discharge capacity for the fuse plug.

- Determine any impacts to the Comlara Park dam.
- Identify and analyze the hydraulics, structural, and geotechnical aspects for increased water surface elevation against the existing dam.

Hanson has worked extensively with the City on various dam and spillway capital projects as well as creating the Emergency Action Plan that guides the City's procedures for heavy rain events and potential dam failures. Currently, Hanson is under contract to conduct the dam inspections for Lakes Bloomington and Evergreen. Hanson has acquired a vast catalog of knowledge of the City's dams through their years of partnership with the City.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** If approved, the City will enter into a Contract with Hanson Professional Services, Inc., for Reservoir Capacity Improvement Investigation, in the Amount of \$168,600. The funds will be sourced from the Lake Maintenance-Other Professional & Technical Services account (50100140-70220). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 136. If necessary at year-end, a budget amendment may be brought forward for Council Consideration if the Water Fund Budget approved expenditure total exceeds the City Council approved amount as part of the FY 2025 Adopted Budget.

**AMERICAN RESCUE PLAN FUNDING IMPACT:** N/A

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

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

**ATTACHMENTS:**

[WTR 2B Contract](#)

[WRT 2C Proposal](#)

**CITY OF BLOOMINGTON AGREEMENT WITH**  
Hanson Professional Services, Inc.

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**FOR**  
Reservoir Capacity Improvement Investigation

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**THIS AGREEMENT**, dated this \_\_\_\_ day of \_\_\_\_\_, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Hanson Professional Services Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

**NOW THEREFORE**, the PARTIES agree as follows:

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

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

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

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

This Agreement was subject to the following procurement initiative by the CITY:  
RFQ #2022-25 Multi-Year Professional A&E Services (hereinafter "REQUEST").

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

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

Neither PARTY

a PARTY's

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

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

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

~~to the extent caused by~~

~~negligent acts, errors, or omissions in performance of services under 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. *Any reuse without specific written verification or adaptation by will be at CITY's sole risk, and without liability to VENDOR*

**VENDOR 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.

**Timeliness**

**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. VENDOR will perform the work with reasonable diligence and expediency consistent with sound professional practices.*

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

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

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

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



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



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

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

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

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

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

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

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

**Section 20. Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or 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:**

Hanson, Inc.  
Attn: Jeff Tatarek  
1525 S. Sixth St.  
Springfield, IL 62703  
[jtatarek@hanson-inc.com](mailto:jtatarek@hanson-inc.com)+

Copy to:

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**If to CITY:**

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

Copy to:

City of Bloomington  
Attn: Legal Department  
115 E. Washington St., Suite 403  
Bloomington, IL 61701  
[legal@cityblm.org](mailto: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). **In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the successful PARTY**

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR

Jeffery T. Ball Digitally signed by Jeffery T. Ball  
Date: 2024.06.07 10:54:30 -05'00'  
By: \_\_\_\_\_  
Its \_\_\_\_\_

Jeffrey J. Tatarek C-US-E-jefftarek@hansoninc.com, O-Hanson Professional Services, CN-Jeffrey J. Tatarek  
I agree to this document by the placement of  
my signature on this document  
2024.06.04 16:21:31-05'00'  
By: \_\_\_\_\_  
Its Project Manager

**Section 31. Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CITY nor VENDOR, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Scope of Services or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either PARTY may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty.

EXHIBIT A  
DESCRIPTION OF SERVICES/WORK PROVIDED

Please see the attached proposal (pages 9-11) for scope of work.

EXHIBIT B  
COSTS/FEES

Cost of Services:

The total cost to accomplish the Scope of Services for this project will be \$168,600.00. Hanson Professional Services, Inc. agrees not to exceed \$168,600.00 without prior approval of Client.

June 4, 2024

Mr. Joe Darter  
Property Manager  
City of Bloomington  
25515 Waterside Way  
Hudson, IL 61748

RE: Proposal for Professional Engineering Services  
Reservoir Capacity Improvement Investigation  
Hanson No. 24L0024

Mr. Darter:

Hanson is pleased to provide a proposed scope of services and budget to investigate capacity improvement alternatives for Evergreen Lake and Lake Bloomington.

### **Safe Yield Inventory – Evergreen Lake and Lake Bloomington**

1. Estimated capacity increase by dredging.
  - a. Extrapolate previous bathymetric survey data to current level of estimated sediment.
  - b. Calculate estimated lake sediment load.
2. Identify dredging options.
  - a. Evaluate available bathymetry and sediment depth maps to determine potential dredging options to increase safe water supply yield for Lake Bloomington and Evergreen Lake.
  - b. Evaluate potential upland sediment storage and dewatering site options and summarize typical requirements for planning.
  - c. Evaluate and summarize the anticipated regulatory permitting requirements for a large-scale dredging project.
  - d. Summarize options and recommendations in a Capacity Improvement Report.

### **Raise Evergreen Lake Dam**

1. Hydraulics – No Dam Raise
  - a. Kickoff Meeting at dam site
  - b. Review original dam permit documents/calculations.
    - i. Review spillway design criteria and identify regulatory impact for significant modifications.
  - c. Analyze Existing Dam/Spillway for current (0.3xPMF) and future (0.6xPMF) regulatory spillway criteria.
    - i. Assumptions: The existing HEC-HMS model for Evergreen Lake developed for the 2012 Dam Breach assessment will be used for spillway capacity and freeboard evaluation.
    - ii. Review existing Dam Breach HEC-HMS model for potential changes in the upstream watershed and modify as needed.
      1. Develop HEC-HMS routing simulations for the 0.3xPMF and 0.6xPMF spillway design events.

2. Determine the Max Water Surface levels for the 0.3xPMF and 0.6xPMF for the existing spillway.
- iii. Evaluate and modify existing Wind/Wave calculation for the 0.6xPMF
  1. Determine excess freeboard available for conversion to an increase in normal pool elevation.
- d. Study Options for Lake Raise
  - i. Assumptions: Lake raise does not include raising the earthen dam profile. Increase limited to spillway capacity without raising the bridge. Fuse plug would be re-constructed to new relief criteria.
  - ii. Develop available Stage-Storage relationship based on excess freeboard for the 0.3xPMF and 0.6xPMF events.
  - iii. Develop inundation maps for the increased normal pool.
  - iv. Conduct 1 Interim Virtual meeting with City of Bloomington to review available Storage.
  - v. Modify HEC-HMS model with Normal Pool raise for 0.3xPMF and 0.6xPMF
  - vi. Modify Wind/Wave to account for Normal Pool raise.
    1. Verify regulatory freeboard compliance for the earthen dam.
    2. Document Route 8 bridge clearance to normal pool, 0.3xPMF and 0.6xPMF.
  - vii. Review existing principal spillway energy dissipator design.
    1. Evaluate need for potential modification based on spillway regulatory criteria of 0.6xPMF.
- e. Fuse Plug
  - i. Determine required height to meet 0.3xPMF and 0.6xPMF discharge capacity with normal pool increase.
- f. Comlara Park Dam
  - i. Review existing dam and spillway design.
  - ii. Document available freeboard with Evergreen Lake normal pool modification.
  - iii. Document potential loss to spillway capacity and identify potential need for modification.

2. Hydraulics – With Dam Raise
  - a. Identify maximum raise potential by evaluating limits of adjacent upstream lake structure/facilities.
  - b. Include two (2) other intermediate raise options to develop a decision matrix.
  - c. Evaluate dam raise, spillway modifications, wind/wave, energy dissipation, stage-storage, inundation area, emergency spillway and Comlara Park.
  - d. Include cost estimates for all three options.
3. Structural/Geotechnical
  - a. Evaluate existing dam and spillway for increased water surface elevation. – No Dam Raise.
    - i. Geotechnical
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1. Develop concept plan for spillway modification with increase weir length.
2. Structural analysis of existing spillway for concept plan.

### **Mackinaw River Diversion**

1. Hydraulics analysis
  - a. Evaluate pumping requirements.
  - b. Layout river control structure & piping
  - c. Permitting considerations
2. Cost for control structure & pumping facilities.

### **Permitting Research**

1. Conduct 1 virtual early coordination meeting with IDNR office of Dam Safety.
2. Conduct 1 virtual early coordination meeting with USACE.

### **Capacity Improvement Report**

1. Prepare a Capacity Improvement Report to summarize the results of the analysis for each option and recommendations.
2. Conduct one (1) virtual meeting with the City to review the report.

#### Budget Summary:

Hanson Professional Services Inc.	\$154,400
Berrini Consulting	\$10,000
WTR Solutions	<u>\$4,200</u>
Total	\$168,600

We look forward to working with the City on this project. Please contact me if you have any questions regarding the enclosed information.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.



Jeffrey J. Tatarek  
Project Manager

Enclosures

June 4, 2024

Mr. Joe Darter  
Property Manager  
City of Bloomington  
25515 Waterside Way  
Hudson, IL 61748

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Total	\$168,600

We look forward to working with the City on this project. Please contact me if you have any questions regarding the enclosed information.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.



Jeffrey J. Tatarek  
Project Manager

Enclosures



## CONSENT AGENDA ITEM NO. 8.K.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** Ward 3

**SUBJECT:** Consideration and Action on An Ordinance Approving a Special Use Permit for an Assisted Living Facility (Independent Living) in the B-1 (General Commercial) District, for the Property Located at 1410 Leslie Drive, as requested by the Economic & Community Development Department.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services  
Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** The Applicant, Andrew Fell Architecture & Design, representing owner Curtis Boone, is requesting approval of a Special Use Permit to allow an Assisted Living Facility (Independent Living) use on the property located at 1410 Leslie Drive.

**Summary of Request:**

- The proposed Assisted Living Facility (Independent Living) use would occupy currently vacant land.
- A Special Use Permit is required for this use in the B-1 (General Commercial) District.
- The facility would consist of four stories and contain a total of 63 units.
- Sufficient off-street parking has been provided.

On Wednesday, May 15, 2024, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval, and voted 6-0 to recommend approval of the Special Use Permit to the City Council, as submitted.

A Variance to allow an increased Floor Area Ratio (FAR) of 0.88, instead of the permitted 0.80, was approved by the Zoning Board of Appeals on May 15, 2024 by a vote of 6-0.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The City published notice of the hearing in *The Pantagraph* on Tuesday, April 30, 2024, and courtesy notices were mailed to 11 property owners within 500 feet of the subject property.

**FINANCIAL IMPACT:** If approved, the location may generate additional Property Tax Revenues. In addition, construction materials may generate additional sales tax.

**AMERICAN RESCUE PLAN FUNDING IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal H-1 (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington), Objective H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits)

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

**ATTACHMENTS:**

[E&CD 3B Ordinance & Exhibits A & B](#)

[E&CD 3C Staff Report](#)

[E&CD 3D ZBA Minutes](#)

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR AN ASSISTED LIVING  
FACILITY (INDEPENDENT LIVING) IN THE B-1 (GENERAL COMMERCIAL) DISTRICT,  
FOR THE PROPERTY LOCATED AT 1410 LESLIE DRIVE**

**WHEREAS**, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for an Assisted Living Facility (Independent Living), for the property located at 1410 Leslie Drive, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

**WHEREAS**, said petition included a Site Plan, illustrated in Exhibit "B" and hereinafter referred to as "Plan", which is attached hereto and made part hereof by this reference; and

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

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

**WHEREAS**, the Bloomington Zoning Board of Appeals voted to recommend that the City Council pass this Ordinance, with no conditions; and

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

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

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

**SECTION 2.** That the Special Use Permit for an Assisted Living Facility (Independent Living), for the property at 1410 Leslie Drive, legally described in Exhibit "A" and illustrated in Exhibit "B", is hereby approved.

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

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

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

**SECTION 6.** This Ordinance shall be effective immediately after its approval and publication as

required by law.

**PASSED** this 24th day of June 2024.

**APPROVED** this \_\_\_\_\_ day of June 2024.

**CITY OF BLOOMINGTON**

**ATTEST**

---

Mboka Mwilambwe, Mayor

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Leslie Smith-Yocum, City Clerk

EXHIBIT A

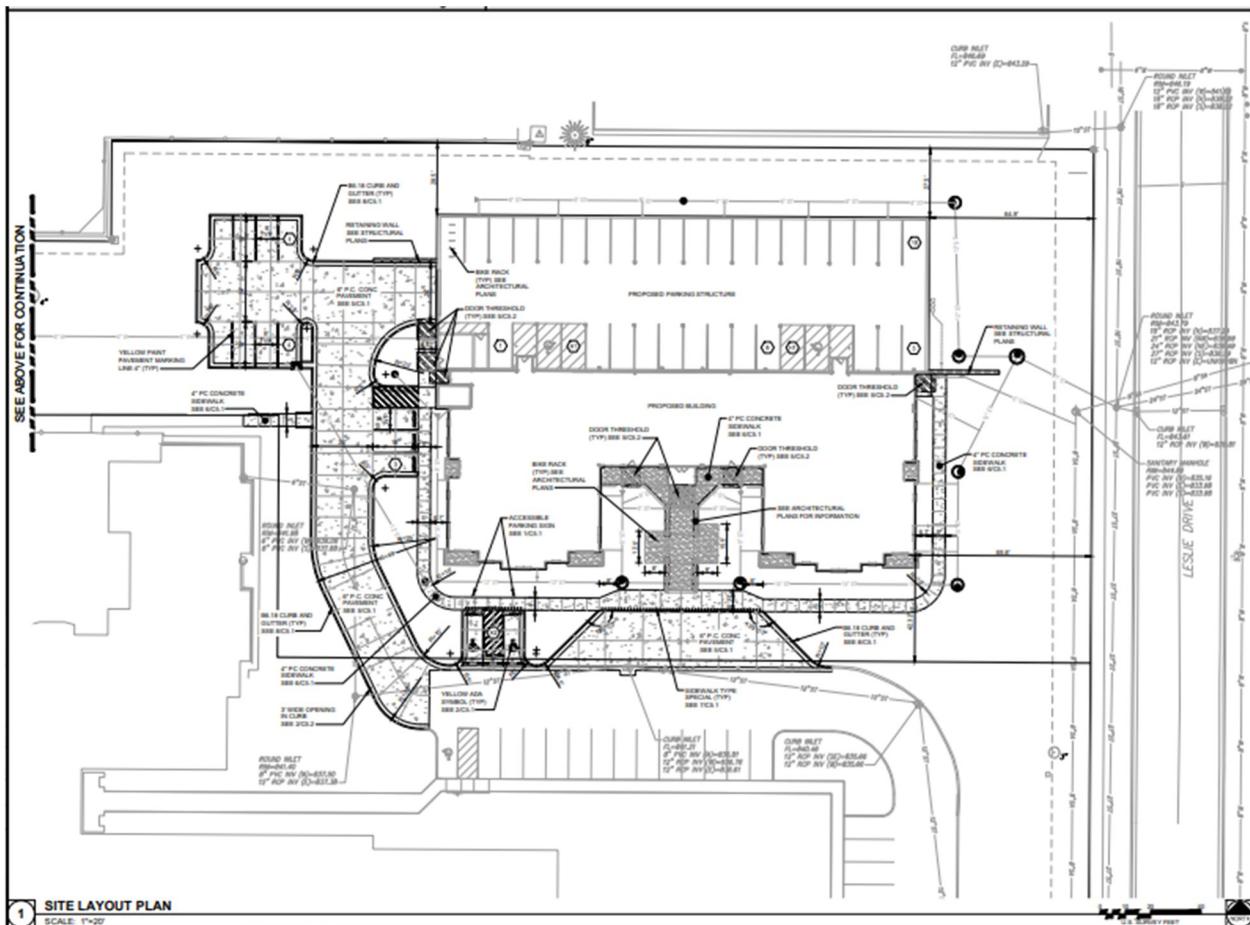
**Legal Description**

LOT 2 IN THE RESUBDIVISION OF LOT 20 OF TWELFTH ADDITION TO HAWTHORNE  
COMMERCIAL SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED  
NOVEMBER 1, 2022 AS DOCUMENT NO. 2022-19488, BEING A PART OF THE  
NORTHEAST ¼ OF SECTION 31, TOWNSHIP 24 NORTH,. RANGE 3 EAST OF THE THIRD  
PRINCIPAL MERIDIAN BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

PIN: 15-31-227-024

## EXHIBIT B

## Site Plan





## ZONING BOARD OF APPEALS

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**TO:** ZONING BOARD OF APPEALS

**FROM:** Economic & Community Development Department

**DATE:** May 15, 2024

**CASE NO:** SP-02-24, Special Use Permit for Assisted Living Facility (Independent Living) and V-04-24, from § 44-503A of the Zoning Code

**REQUEST:** Public hearing, review, and action on a petition submitted by Andrew Fell Architecture & Design, representing owner Curtis Boone, requesting approval of a Special Use Permit for an Assisted Living Facility in the B-1 (General Commercial) District, and a Variance from § 44-503A of the Zoning Code, to allow an increased allowable Floor Area Ratio (FAR), for the property located at 1410 Leslie Drive. PIN: 15-31-227-024.

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### BACKGROUND

*Request:*

The Applicant seeks a Special Use Permit to allow an Assisted Living Facility (Independent Living) in the B-1 (General Commercial) District, per § 44-502B which indicates Assisted Living Facilities may be permitted as Special Uses in the B-1 District. No waivers to Use Provisions are requested. The Applicant proposes to construct a 63-unit, four-story facility at the property with associated parking (46 spaces). The facility would contain a total of 91 beds. Interior and perimeter parking lot landscaping should be provided. Appropriate stormwater detention will be provided. A direct pedestrian connect to the public sidewalk and bicycle parking have been provided.

The Applicant also seeks a Variance § 44-503A of the Zoning Code, to allow an increased allowable Floor Area Ratio (FAR) of 0.88, instead of the permitted 0.80 in the B-1 District.

*Notice:*

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Tuesday, April 30, 2024. Courtesy notices were mailed to 11 property owners within 500 feet of the subject property.

### ANALYSIS

*Property Characteristics:*

The subject property consists of 1.93 acres of property located at 1410 Leslie Drive. The property was recently subdivided and separated from the property to the south. Those properties are now under separate ownership. Surrounding properties contain a mix of commercial uses.

*Surrounding Zoning and Land Uses:*

	Zoning	Land Uses
North	B-1 (General Commercial)	Community Center

South	B-1 (General Commercial)	Assisted Living Facility
East	B-1 (General Commercial)	Hotel
West	B-1 (General Commercial)	Education (Pre-School)

*Description of Current Zoning District:*

The B-1 (General Commercial) District is intended to facilitate the development of community and regional commercial areas. Customers in this district will generally use a motor vehicle to reach a desired establishment. The development contemplated in this district has such distinguishing characteristics as unified site planning and development that promotes a safe and conducive atmosphere for large volumes of shoppers; site accessibility such that the high volumes of traffic generated create minimal congestion and adverse impact upon surrounding land use; and unified architectural treatment of buildings rather than an assemblage of separate, conflicting store and structural types. (§ 44-501A).

*Subject Code Requirements:*

§ 44-502B, “Allowed Uses Table” indicates Assisted Living Facilities permitted as a Special Use in the B-1 District.  
 § 44-1019, Group Living Facilities, Boarding and Rooming Houses, Homes for the Aged Use Provisions.  
 § 44-503 (Table 503A)

**Table 503A: Bulk and Site Standards B-1, B-2 and C-1 Districts**

District	Lot Characteristics		Site Design			Development Intensity		
	Minimum Lot Width (W)	Minimum Lot Area (square feet)	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Floor Area Ratio (FAR)	Maximum Building Height	
B-1	—	—	—	Min.	Min.	Min.	0.8	

## STANDARDS FOR REVIEW - SPECIAL USE PERMIT

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

***Special Use Permit for Assisted Living Facility in the B-1 (General Commercial) District.***

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

The establishment, maintenance, and operation of an Assisted Living Facility (Independent Living) is appropriate for this location and will not be detrimental to the public health, safety, comfort, or general welfare of the other surrounding uses. The facility will provide needed health services to the community and is located adjacent to a similar and shared facility. ***Standard is met.***

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

The designation on the City's Future Land Use Map for this area is "Employment Center"; the proposed Special Use would not have a negative impact on other uses appropriate for within that designation. The establishment of the facility at this location would not be injurious to the use and enjoyment of other property in the immediate vicinity as it would seemingly blend well, particularly with the facility to the south. The proposed Special Use can be expected to maintain property values within the neighborhood by ensuring active occupancy and maintenance of the property. **Standard is met.**

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

The proposed use is consistent with the character of other uses in the area. A healthcare facility with memory care is located directly to the south of the site on Leslie Drive. The property is completed surrounded by B-1 zoning and other compatible commercial uses are located near the proposed facility. **Standard is met.**

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

City water and sewer are already available to the property, roadway and sidewalk access is existing. **Standard is met.**

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

Ingress and egress are proposed to be provided by an existing curb cut along Leslie Drive which serves the property to the south. Access easements will need to be established. Parking standards on the surface lot proposed at the site are adequate and meet Code requirements (One space per two beds). **Standard is met.**

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

The proposed Assisted Living Facility use meets all the bulk and site standards for the District except for the Floor Area Ratio, which would be addressed with a minimal Variance request. No waivers to the additional Use Provisions are requested or provided as part of this Special Use Permit. **Standard is met.**

#### **STANDARDS FOR REVIEW - VARIANCE**

As indicated in *Ch. 44, 17-8 Variations*, the Zoning Board of Appeals shall have the power to authorize Variations to this Code where there would be practical difficulties or particular hardships in carrying out the strict letter of those sections of this Code stated herein.

**1. That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult.**

The project was originally conceived and designed with both the subject property and the adjacent southern property together as a unified development. The subdivision of the properties (approved by City Council on 10-10-2022) essentially created the variance request. Alternatives such as increasing land area by replatting or reducing building size were examined but ultimately considered impractical and costly. There is not available adjacent land for sale, and redesigning the project would require significant alterations and jeopardize project viability. **Standard is met.**

**2. That the Variance would be the minimum action necessary to afford relief to the applicant.**

The Variance would allow for the development of the property with a suitable and compatible facility for the area and the variance request minimally exceeds the FAR requirement (less than 10% above the requirement). The subject property and adjacent southern property are owned by different entities and recombining the properties is not an option. **Standard is met.**

**3. That the special conditions and circumstances were not created by any action of the applicant.**

The Applicant did not create any special conditions or circumstances. The Applicant responded with the variance request following the property line adjustments and realization that although the totality of the development would be well under at 0.47 FAR, the project was over the required FAR for this northern lot. **Standard is met.**

**4. That granting the variation request will not give the applicant any special privilege that is denied to others by the Code.**

No special privileges would be granted to the applicant under these circumstances. Granting allows the Applicant to make continued reasonable use of their property and the continuation of the same square footage of the originally proposed structure. Compliance could be achieved by replatting but the cost of time and expense is burdensome to the applicant and the City. **Standard is met.**

**5. That the granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonably impair the use of development of adjoining properties.**

The granting of the Variance would not be detrimental, and it which would not impact the character of the neighborhood. The proposed development is consistent with the scale of other developments in direct vicinity. In fact, the original FAR considering the properties combined resulted in a FAR of 0.47, which helps illustrate the overall benign impact. Adjacent properties will not be prevented from reasonable use of their lands, nor will public welfare be placed at risk. **Standard is met.**

## STAFF RECOMMENDATIONS

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

Motion to establish findings of fact that all **standards for approval** of a Special Use Permit **are met**, and to **recommend approval** of the request with the condition that interior and perimeter parking lot landscaping be provided.

Staff finds that the application **meets** all the standards for granting a Variance and recommends that the Zoning Board of Appeals take the following actions:

Motion to establish findings of fact that the standards for approval a Variance are met, carrying out the strict letter of the Code **does create a practical difficulty** or particular hardship for the Applicant, and to **approve the request** for a Variance to § 44-503A, as presented.

Respectfully submitted,

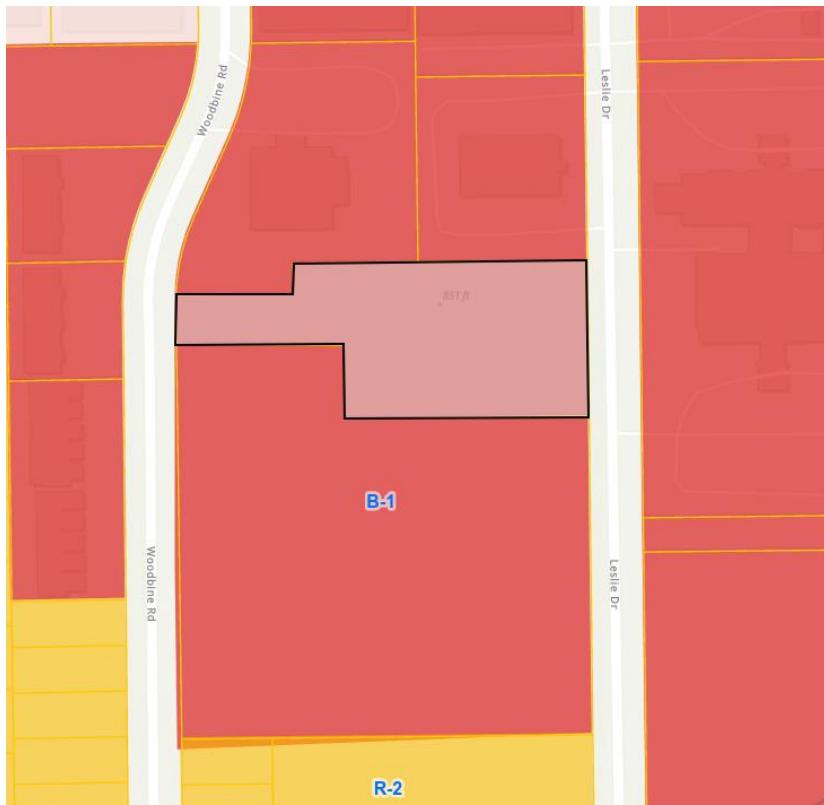
Jon Branham

City Planner

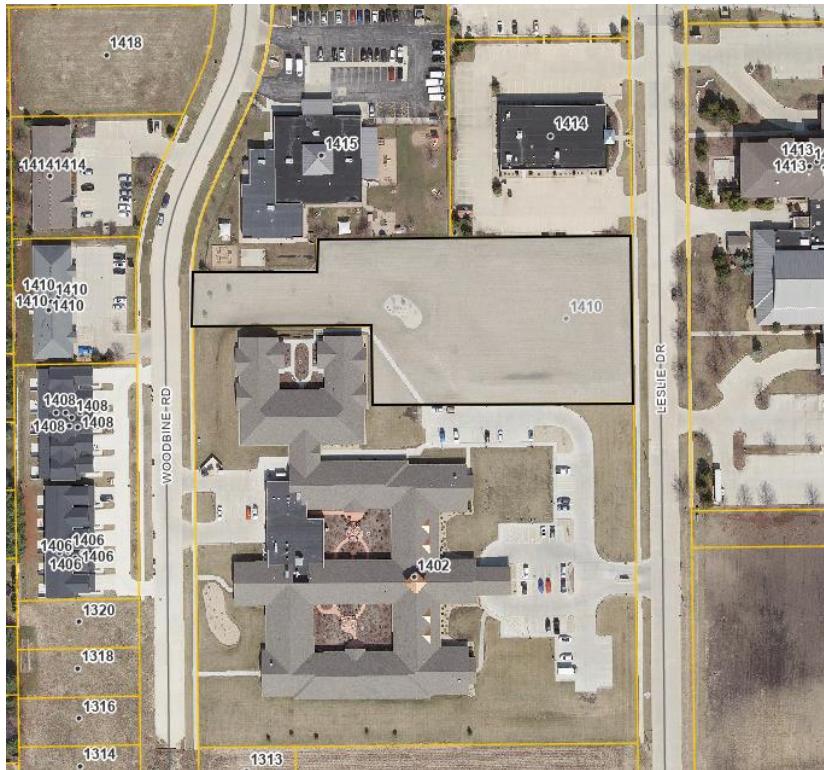
**Attachments:**

1. Zoning Map
2. Aerial Image
3. Ground-Level Views
4. Neighborhood notice map
5. Site Plan (separate attachment)
6. Landscape Plan (separate attachment)
7. Architectural Renderings (separate attachment)

Attachment 1 - Zoning Map



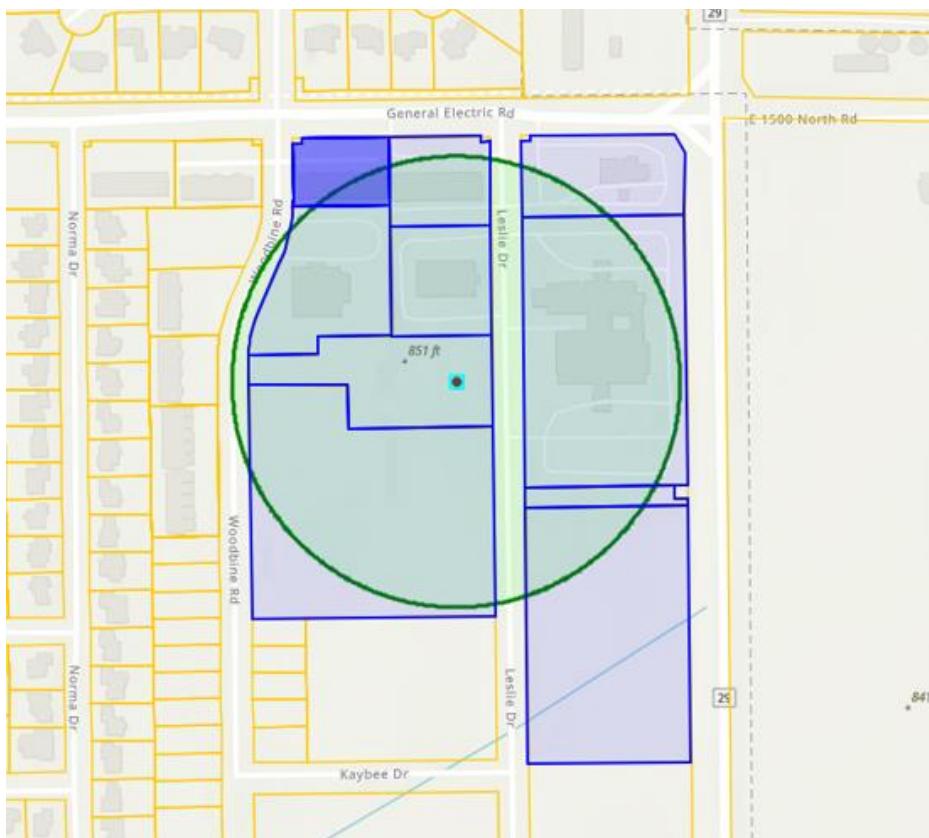
Attachment 2 - Aerial Image



Attachment 3- Ground-Level View (from Leslie Dr)



Attachment 4 - Neighborhood notice map



## Regular Agenda

*The following item was presented:*

**Item 5.A. SP-03-24 and V-04-24** - Public hearing, review, and action on a request submitted by Andrew Fell Architecture & Design, representing owner Curtis Boone, for approval of a Special Use Permit for an Assisted Living Facility (Independent Living) , in the B-1 (General Commercial) District, and a Variance to allow an increased Floor Area Ratio (FAR) for the property located at 1410 Leslie Drive (PIN: 15-31-227-024).

Mr. Branham presented the staff report with a recommendation for approval of the Special Use Permit and a Variance to the Floor Area Ratio requirement. He described the proposed development and identified the surrounding zoning and land uses. He noted the recent subdivision of the property and the reasoning for the requested Variance. He clarified that the original recommendation from staff regarding parking lot landscaping requirements could be dismissed since the parking area was completely enclosed.

Board Chair Straza opened the public hearing.

**Andrew Fell (515 N. Hickory Ave., Champaign, IL), representing the Applicant,** provided further background on the project. He agreed with staff's summary and added detail on the Variance request. He inquired if there were any additional questions.

Board Chair Straza inquired about the difference in the Floor Area Ratio requirement and proposal. Mr. Branham stated it was approximately 10% above the required amount.

There was no further Board questions or discussion.

Board Chair Straza closed the public hearing.

Mr. Boyle noted there should be separate motions for the special use and variance.

**Board Member Zwaga made a motion, seconded by Board Member Harris, to establish findings of fact that all standards for approval of a Special Use Permit are met and to recommend approval of the request submitted by Andrew Fell Architecture & Design, representing owner Curtis Boone, for a Special Use Permit for an Assisted Living Facility (Independent Living) in the B-1 (General Commercial) District, for the property located at 1420 Leslie Drive.**

**Roll call.**

**AYES:** Board Chair Straza; Board Member Webb; Board Member Foley, Board Member Williams; Board Member Zwaga, Board Member Harris  
**Motion passed.**

**Board Member Harris made a motion, seconded by Board Member Zwaga, to establish findings of fact that the standards for approval of the Variance are met, that carrying out the strict letter of the Code does create a practical difficulty or**

**particular hardship for the petitioner, and to approve the Variance with no conditions.**

**Roll call.**

**AYES:** Board Chair Straza; Board Member Webb; Board Member Foley, Board Member Williams; Board Member Zwaga, Board Member Harris

**Motion passed.**

## **New Business**

There was no new business.

## **Adjournment**

**Board Member Harris made a motion, seconded by Board Member Zwaga, to adjourn the meeting.**

**AYES:** Board Chair Straza; Board; Board Member Webb; Board Member Foley, Board Member Williams; Board Member Zwaga, Board Member Harris

**Motion passed.**

The Meeting Adjourned at 4:16PM

**CITY OF BLOOMINGTON**

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Michael Straza, Board Chair

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Jon Branham, Staff Liaison



## CONSENT AGENDA ITEM NO. 8.L.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on An Ordinance Authorizing a Construction Agreement with Corrective Asphalt Materials, LLC, as a Limited Source, for the Fiscal Year (FY) 2025 Pavement Preservation Reclamite Program, in the Amount of \$240,312.15, as requested by the Department of Operations & Engineering Services.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 2a. Better quality roads and sidewalks

**BACKGROUND:** If approved, the City will enter into an agreement with Corrective Asphalt Materials for FY 2025 Pavement Preservation Reclamite Program. Contingency is included in the agreement 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. The Reclamite Preservation Seal materials are proprietary. Corrective Asphalt Materials is a limited source distributor/applicator for our region. Attached is the limited source distributor letter from the vendor.

Reclamite is a pavement preservation technique that uses emulsion made up of specific petroleum oils and resins. The rejuvenating process keeps the pavement flexible, so both cracking and road fatigue are reduced. It also seals the pavement from air and water, slowing the oxidation process and reducing the loss of small aggregate. This type of treatment is designed to preserve the good streets that do not yet require resurfacing. To get the maximum benefit from Reclamite, streets are treated with Reclamite within a year after they are resurfaced and then again approximately five years after resurfacing. Prior to the widespread utilization of Reclamite, City staff researched pavement preservation products and performed field testing to compare Reclamite and a promising competitor. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that Reclamite is the recommended rejuvenator. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance.

Information about City streets is maintained in a Geographic Information System (GIS) by the Engineering Division of the Department of Operations & Engineering Services. The condition rating, along with other information, is used to help determine which streets will be preserved each year. In addition, [www.bloomingtonstreets.com](http://www.bloomingtonstreets.com) includes information about street and sidewalk maintenance, including a complete list and map of planned preservation projects, an

interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent. The attached preliminary pavement preservation map shows the streets anticipated to be preserved using Reclamite in FY 2025.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** If approved, the City will enter into a Construction Agreement with Corrective Asphalt Materials, LLC, in the Amount of \$240,312.15. This will be paid from the Capital Improvement (Asphalt & Concrete) Fund-Street Construction Improvement account (40120200-72530). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 85, 225, 300, 301 and 302.

**AMERICAN RESCUE PLAN FUNDING IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs); and Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system), and Objective TAQ-1.2 ( Data-driven transportation infrastructure policy and management)

Respectfully submitted for consideration.

Prepared by: Kimberly Rayburn, Civil Engineer

**ATTACHMENTS:**

[DOES 2B Ordinance](#)

[DOES 1C Agreement](#)

[DOES 1D Sole Source Letter](#)

[DOES 1F Map](#)

[DOES 1E Limited Source Justification](#)

**ORDINANCE NO. 2024 - \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH CORRECTIVE ASPHALT MATERIALS, LLC, AS A LIMITED SOURCE, FOR FISCAL YEAR (FY) 2025 PAVEMENT PRESERVATION RECLAMITE PROGRAM, IN THE AMOUNT OF \$240,312.15**

**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 are recommending an Agreement with Corrective Asphalt Materials, LLC (CONTRACTOR), be approved for the FY 2025 Pavement Preservation Reclamite Seal Program (PROJECT), in the amount of \$240,312.15; and

**WHEREAS**, PROJECT consists of work necessary to condition approximately 166,157.50 square yards of roadway to minimize deterioration of newly resurfaced pavement, and 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 24th day of June 2024.

**APPROVED** this \_\_\_\_\_ day of June 2024.

**CITY OF BLOOMINGTON**

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Mboka Mwilambwe, Mayor

**ATTEST**

---

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON AGREEMENT WITH**

**FOR**

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

**NOW THEREFORE**, the PARTIES agree as follows:

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

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

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

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

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

(hereinafter "REQUEST").

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

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

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

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

This Agreement is subject to bonding requirements.

i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.

ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 20. Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or 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:**

Corrective Asphalt Materials

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Copy to:

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**If to CITY:**

City of Bloomington

Attn: City Manager  
115 E. Washington St., Suite 400  
Bloomington, IL 61701  
[admin@cityblm.org](mailto:admin@cityblm.org)

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR

By: \_\_\_\_\_  
Its Marc Taillon, Member

By: \_\_\_\_\_  
Its Carol Perkins, Operations Coordinator

EXHIBIT A  
DESCRIPTION OF SERVICES/WORK PROVIDED

EXHIBIT B  
COSTS/FEES

# **SPECIAL PROVISIONS**

## **FY 2025 PAVEMENT PRESERVATION**

### **City Project No. 50-01-53183-25-00**

## **SPECIAL PROVISIONS**

This contract shall be administered, and work shall be completed according to these Special Provisions, the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction", and other referenced specifications.

Coordination of contract documents shall be according to Article 105.05. The following table supplements Article 105.05 and states the version to be used:

<b>Hierarchy of the Contract Documents</b>			
<b>Priority #</b>	<b>Specification Title</b>	<b>Version</b>	<b>Published By</b>
1	Special Provisions	Contract	
2	Recurring Special Provisions	January 1, 2024	IDOT
3	Supplemental Specifications	January 1, 2024	IDOT
4	Standard Specifications for Road and Bridge Construction (Standard Specifications)	January 1, 2022	IDOT
5	Illinois Supplement to the National Manual on Uniform Traffic Control Devices	November 2021	IDOT
6	Manual on Uniform Traffic Control Devices (MUTCD)	May 2009 w/ July 2022 Revisions	FHWA
7	Manual of Test Procedures of Materials	December 1, 2021	IDOT

Final clarification of any conflict shall be as directed by the City Engineer.

Within these Special Provisions, references to Sections or Articles 101-1106 refer to the IDOT Standard and Supplemental Specifications (4 and 5 in the above table).

### **DESCRIPTION OF WORK**

This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the successful application of Reclamite asphalt rejuvenating agent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses

shall be by spray application of a cationic rejuvenating agent composed of pe-troleum oils and resins emulsified with water. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.

### **CONTRACTOR USE OF FIRE HYDRANTS PROHIBITED**

The Contractor will not be allowed to connect to City fire hydrants to obtain potable water or for any other use, even with a backflow prevention device. Any potable water required for this project shall be obtained without utilizing the City's fire hydrants. As an option, a City of Bloomington potable water bulk dispensing station is located at 603 West Division Street, Bloomington, Illinois. Purchase and transportation of water to the job site shall be incidental to the contract.

### **PROSECUTION & PROGRESS**

The Contractor's attention is called to Section 108 of the IDOT Standard Specifications which applies to this contract.

The contractor shall designate one individual as the Project Superintendent for this job. This person shall be responsible for the entire project. The name and contact information for the Project Superintendent shall be supplied at the Pre-construction Meeting. The Contractor shall complete all work included in this Contract before **September 30, 2024**.

### **COMPLETION DEDUCTION**

Should the Contractor fail to complete the work on or before the date specified, plus such extended time as may be allowed by the City Engineer, the Contractor shall be liable to the City of Bloomington in the amounts shown in the following schedule of deductions for each calendar day of overrun in the contract time or such extended time as may have been allowed.

#### **Schedule of Deductions:**

Overrun Period	Deduction per Calendar Day
1 to 28 days	\$250.00 per day
over 28 days	\$500.00 per day

### **ADDITION OR DELETION OF LOCATIONS**

The City reserves the right to add or remove locations, increase or decrease quantities, or adjust the extent of treatment from the list in this contract. Any additions will include an extension of time to the Contractor to complete the work.

### **ADDITIONAL DOCUMENTATION REQUIRED TO BE SUBMITTED WITH BID**

The bidder shall include with their bid:

1. Product name and descriptive literature. Literature shall provide detailed information and show it at least meets the minimum specifications.
2. The manufacturer's certification that the material proposed for use is in compliance with these specification requirements.
3. Current Material Safety Data Sheet (MSDS) for the material.
4. Previous use documentation and test data conclusively demonstrating that the product has been used successfully for a period of at least two years by government agencies such as Cities, Counties, or DOT's.

5. List at least three (3) projects completed using the product with dates, number of square yards treated along with the name and contact information of the manager in charge of each project.
6. Testing data from at least three (3) projects showing that the product has been proven to perform, as required, through field testing by an independent testing laboratory as to the required change in the asphalt binder viscosity and penetration number.

#### **MATERIAL SPECIFICATIONS: REJUVINATOR - RECLAMITE**

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

#### **ASPHALT REJUVENATOR SPECIFICATIONS**

<u>Property</u>	<u>Test Method</u> ASTM	<u>Requirements</u>	
		<u>Min.</u>	<u>Max.</u>
Viscosity @ 25°C, SFS	D244	15	40
Residue, w%	D244 (Mod) <sup>3</sup>	60	65
Miscibility Test	D244 (Mod.) <sup>2</sup>		Pass
Sieve Test, w%	D244 (Mod.) <sup>1</sup>	-	0.1
Particle Charge Test	D244		Positive
Tests on Distillation Residue:			
Flash Point, COC, C	D92	196	-
Viscosity@ 60C, C	D2170	100	200
Asphaltenes, %w	D2006-70	-	1.00
Maltene Dist. Ratio (Polar Compounds) + (First	D2006-70	0.3	0.6
Acidaffins) (Saturates) + (Second Acidaffins)			
Polar Compounds/Saturates Ratio	D2006-70	0.5	
Asphaltenes, w%	D2006-70		1.0
Saturated Hydrocarbons, w%	D2006-70	21	28

1. Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two (2) percent sodium oleate solution.
2. Test procedure identical with ASTM D-244 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.
3. ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

#### **MATERIAL PERFORMANCE: REJUVINATOR - RECLAMITE**

The rejuvenating agent shall have record of at least two years of satisfactory service as asphalt rejuvenating agents and in-depth sealers. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the in-place asphalt binder as follows; the viscosity shall be reduced by a minimum of forty-five (45) percent, the penetration value shall be increased by a minimum of twenty-five (25) percent. Testing shall be performed by an independent testing laboratory on extracted asphalt cement from pavement to a depth of three-eighths inch (3/8"). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

#### **APPLICATION TEMPERATURE & WEATHER LIMITATIONS: REJUVINATOR - RECLAMITE**

The temperature of the asphalt rejuvenation emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when there is no likelihood of precipitation forecasted within twenty-four (24) hours of application. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 50 degrees Fahrenheit or when temperatures are forecasted to fall below 40 degrees Fahrenheit within twenty-four (24) hours of application.

#### **HANDLING OF EMULSION MATERIALS**

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the emulsified asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Engineer.

## **APPLICATION EQUIPMENT**

The distributor for spreading the emulsion shall be self- propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five (5) percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Resident Engineer.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1 pound to 6 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as to not broadcast sand onto driveways or lawns.

The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Resident Engineer.

## **APPLICATION OF REJUVINATOR - RECLAMITE**

The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application.

Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Resident Engineer following field testing. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Resident Engineer.

Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Resident Engineer shall have the required amounts applied in two (2) or more applications as directed.

After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive an additional treatment of asphalt rejuvenating emulsion. Said treatment shall be uniformly applied by a method acceptable to the Resident Engineer.

Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor's expense.

After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Resident Engineer.

The Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent. When directed by the Resident Engineer, the Contractor shall take representative samples of material for testing.

### **STREET SWEEPING AND CLEANING**

This item includes sweeping and cleaning of all streets in which a treatment is to be applied, prior to the treatment, with labor and equipment supplied by the contractor. In addition, this item includes sweeping and cleaning of all sand or other material that was applied to the streets, and other impervious surfaces as applicable, during sanding operations.

Prior to the treatment, the contractor may, at times, be required to use a power blower or hand sweeper to remove small amounts of debris which may have accumulated after the sweeper has cleaned the street or in areas missed by the sweeper, such as where a vehicle may have been parked. No additional compensation will be allowed for such cleaning.

This item will be paid for at the contract unit price of STREET SWEEPING AND CLEANING.

### **STREET SWEEPING AND CLEANING - ADDITIONAL CLEANING**

This item includes sweeping and cleaning of streets that are identified by the Engineer to need additional cleaning after sweeping has been performed. This work may include the use of a power blower or a hand sweeper to remove debris which may not be able to be cleaned using the street sweeper.

This item will be paid for at the contract unit price of STREET SWEEPING AND CLEANING - ADDITIONAL CLEANING.

### **RESIDENT NOTIFICATION**

This item includes public notification of the upcoming construction activities. Notification to consist of placing approximately 12 to 15 informational boxes on barricades adjacent streets where activities will be performed and as directed by the Engineer. In addition, all residential, commercial, and public properties adjacent to impacted streets shall receive an informational sheet (hand delivered) outlining the forthcoming activities and information related to the product. Handouts to be at each information box location, hand delivered to each property adjacent the work locations, as well as on vehicles parked along the streets. The City will prepare and reproduce the informational sheet to be utilized by the Contractor. Notification to be performed five (5) business days prior to Reclamite activities.

General location maps for the notification areas are provided in the contract. Some streets have specific address highlighted in which notification is to be given only to these addresses. If no specific addresses are given, all adjacent properties shall be given notification.

### **OFF-SITE DUMPING OF SWEEPINGS**

The contractor shall be responsible for obtaining a dump site for the debris collected from STREET SWEEPING AND CLEANING and STREET SWEEPING AND CLEANING – ADDITIONAL CLEANING. A City of Bloomington-owned dump site will not be available for this material.

This item will be paid for at the contract unit price of OFF-SITE DUMPING OF SWEEPINGS.

### **TRAFFIC CONTROL & SAFETY**

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic. Cure time shall be no longer than 90 minutes. When traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one (1) lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. Access to adjacent properties shall be maintained during the application. The Contractor shall be responsible for all traffic control and signing required to allow safe travel. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is in place.

Traffic Control shall be maintained throughout the project in accordance with the various City, State and Federal regulations and agreements attached hereto.

The procedures and guidelines set forth in Chapter 6 of "Traffic Controls for Highway Construction and Maintenance Operations" of the Manual of Uniform Traffic Control Devices for Streets and Highways shall be followed to the fullest extent.

Local vehicular and pedestrian traffic shall be maintained throughout the project in accordance with the latest version of these Standards 701306, 701501, 701502, 701601, 701602, 701606, 701701, 701801, and 701901, which are included in this Contract.

The Contractor shall notify the City Engineer of an impending street closure prior to beginning work and after the street is clear. No streets shall be closed without prior notice to and the approval of the City Engineer.

The Contractor shall be responsible for the placement of "No Parking" signs; and vehicle relocation when necessary. An example of "No Parking" signs are included in the contract documents.

The work shall include all material, equipment, and labor to complete the item and shall be incidental to the contract.

## **BASIS OF PAYMENTS**

Asphalt rejuvenating agent shall be measured by the square yard of material in place and will be paid for at the contract unit price for REJUVENATOR - RECLAMITE per square yard.

Street Sweeping and Cleaning prior and following to application of the Rejuvenator – Reclamite will be paid for at the contract unit price for STREET SWEEPING AND CLEANING per lump sum.

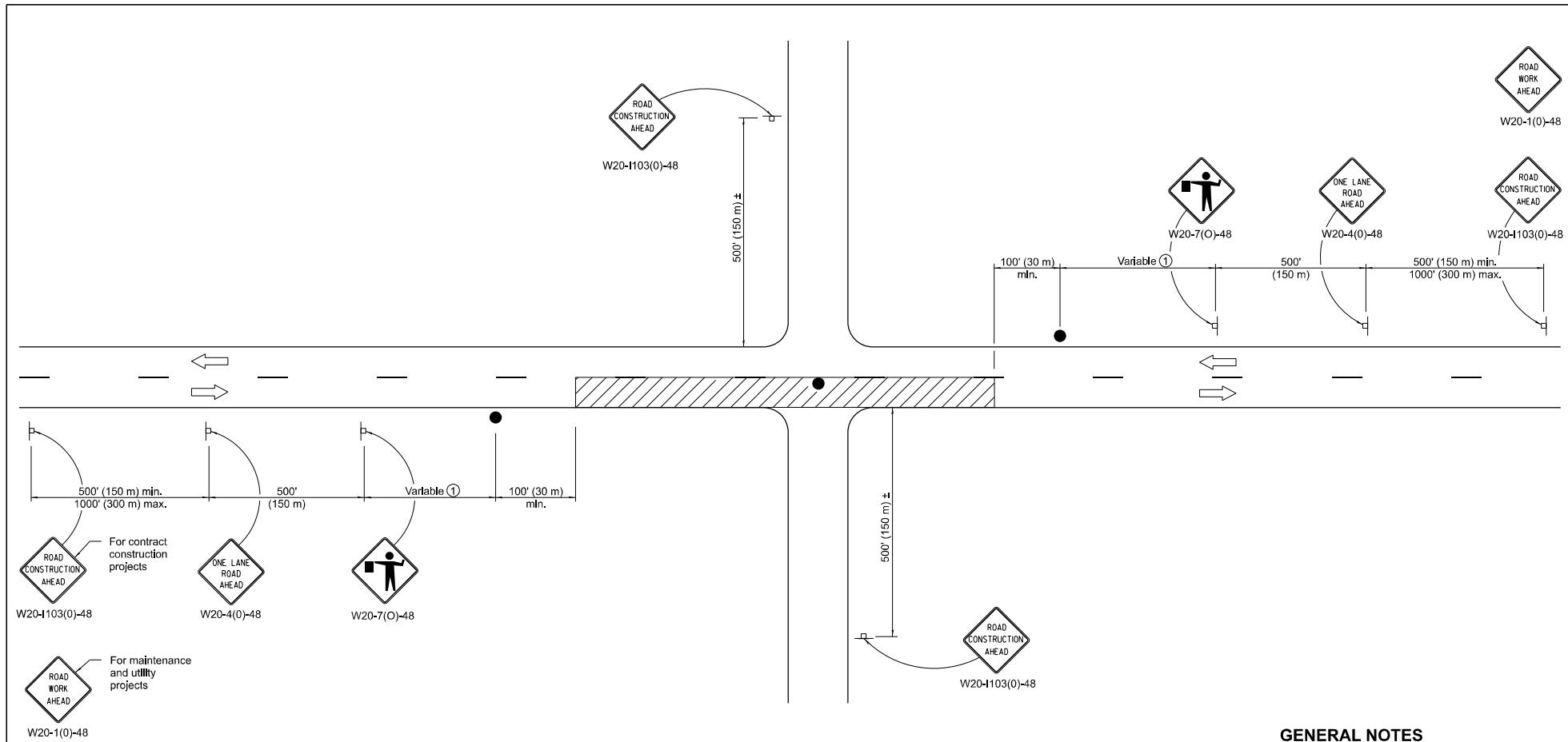
Street Sweeping and Cleaning – Additional Cleaning will be paid for at the contract unit price for STREET SWEEPING AND CLEANING – ADDITIONAL CLEANING per lump sum.

Resident Notification will be paid for at the contract unit price for RESIDENT NOTIFICATION per lump sum.

Debris and aggregate from sweepings will be paid for at the contract unit price for OFF-SITE DUMPING OF SWEEPINGS per lump sum.

Prices shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required. Work not indicated for payment in this sections will not be paid separately but shall be considered incidental to the contract.

**\*\*\* END OF SPECIAL PROVISIONS \*\*\***



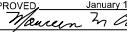
### TYPICAL APPLICATIONS

Bituminous resurfacing  
Milling operations  
Utility operations  
Shoulder operations

### SYMBOLS

-  Work area
-  Sign on portable or permanent support
-  Flagger with traffic control slgn

① Minimum distance is 200' (60 m). Maximum distance to be determined by the Engineer but should not exceed  $\frac{1}{2}$  the length required for one normal working day's operation or 2 miles (3200 m), whichever is less.

	Illinois Department of Transportation
APPROVED: 	January 1, 2018
ENGINEER OF SAFETY PROG. AND ENGINEERING	CRSS/1
APPROVED: 	January 1, 2018
ENGINEER OF DESIGN AND ENVIRONMENT	CRSS/1

### GENERAL NOTES

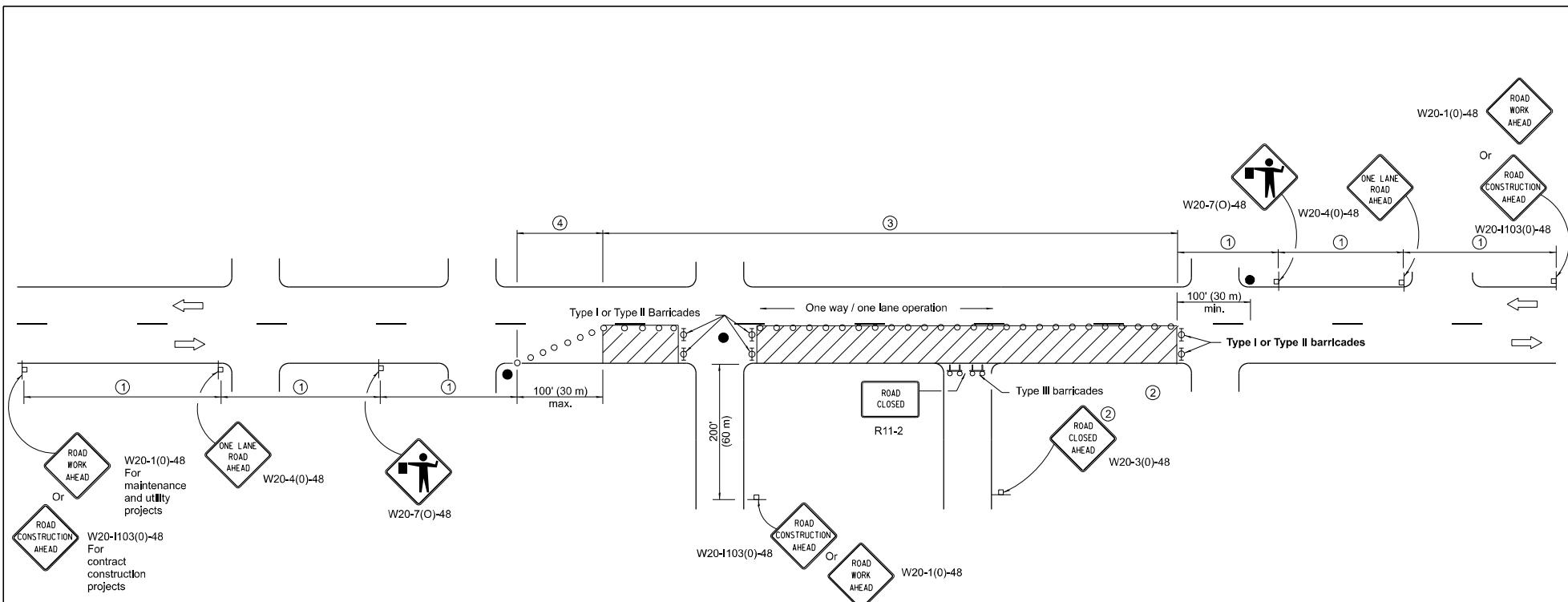
This Standard is used where at any time, any vehicle, equipment, workers or their activities require an intermittent or continuous moving operation on the pavement where the average speed of movement is greater than  $\frac{1}{2}$  mph (1 km/h) and less than 4 mph (6 km/h).

When the operation does not exceed 60 minutes, traffic control may be according to Standard 701301.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS	LANE CLOSURE, 2L, 2W, SLOW MOVING OPERATIONS DAY ONLY, FOR SPEEDS $\geq$ 45 MPH
1-1-18	Revised lower speed limit for operation to $\frac{1}{2}$ mph.	
1-1-11	Revised flagger slgn.	

STANDARD 701306-04



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

#### SYMBOLS

- ▨ Work area
- Cone, drum or barricade (not required for moving operations)
- ▢ Sign on portable or permanent support
- Flagger with traffic control sign
- ▢ Barricade or drum with flashing light
- ▢ Type III barricade with flashing lights

- ① Refer to SIGN SPACING TABLE for distances.
- ② For approved sideroad closures.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' (6 m) centers.

	Illinois Department of Transportation
APPROVED	January 1, 2011
ENGINEER OF SAFETY ENGINEERING	
APPROVED	January 1, 2011
ENGINEER OF DESIGN AND ENVIRONMENT	

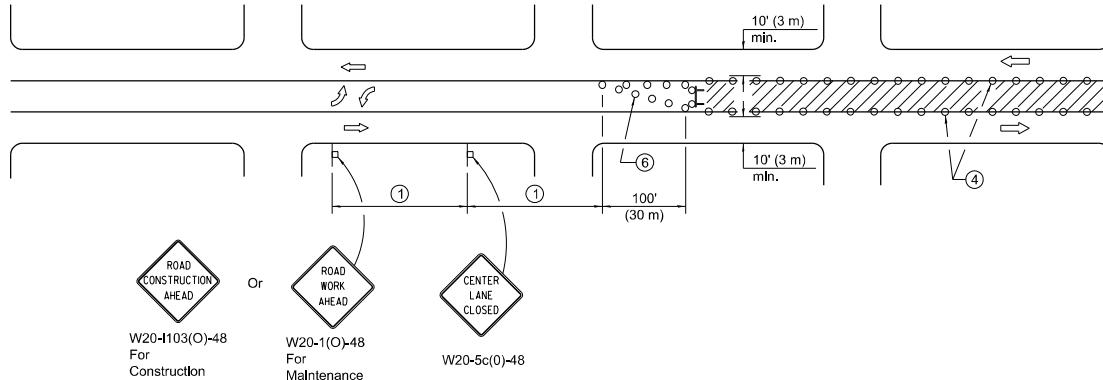
1-1-11 CIRSS1

#### GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS	URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED
1-1-11	Revised flagger sign.	
1-1-09	Switched units to English (metric).	
	Corrected sign No.'s.	
		STANDARD 701501-06



### CASE I

(Signs required for both directions)

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

### SYMBOLS

- Work area
- Barricade or drum with flashing light
- Flagger with traffic control sign
- Cone, drum or barricade
- Sign on portable or permanent support
- Type III barricade with flashing lights

	Illinois Department of Transportation
APPROVED	January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING	
APPROVED	January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT	

1-1-19 CDRSS1

- ① Refer to SIGN SPACING TABLE for distances.
- ② Required for speeds > 40 mph (70 km/h).
- ③ Required if work exceeds 500' (164 m) or 1 block.
- ④ Cones at 25' (8 m) centers for 250' (75 m) on approach. Additional cones may be placed at 50' (15 m) centers. When drums or type I or II barricades are used, the interval between devices may be doubled.
- ⑤ For approved sideroad closures.
- ⑥ Cones, drums or barricades at 20' (6 m) centers in taper.
- ⑦ Use flagger sign only when flagger is present.

### GENERAL NOTES

This Standard is used to close one lane of an urban, two lane, two way roadway with a bidirectional turn lane.

Case I applies when no workers are present. When workers are present, two lanes shall be closed and traffic control shall be according to Standard 701501.

Calculate L as follows:

#### SPEED LIMIT

#### FORMULAS

$$40 \text{ mph (70 km/h)} \quad \text{English} \quad \text{(Metric)}$$

$$L = \frac{WS^2}{60} \quad L = \frac{WS^2}{150}$$

$$45 \text{ mph (80 km/h)} \quad L = (W)(S) \quad L = 0.65(W)(S)$$

W = Width of offset  
in feet (meters).

S = Normal posted speed  
mph (km/h).

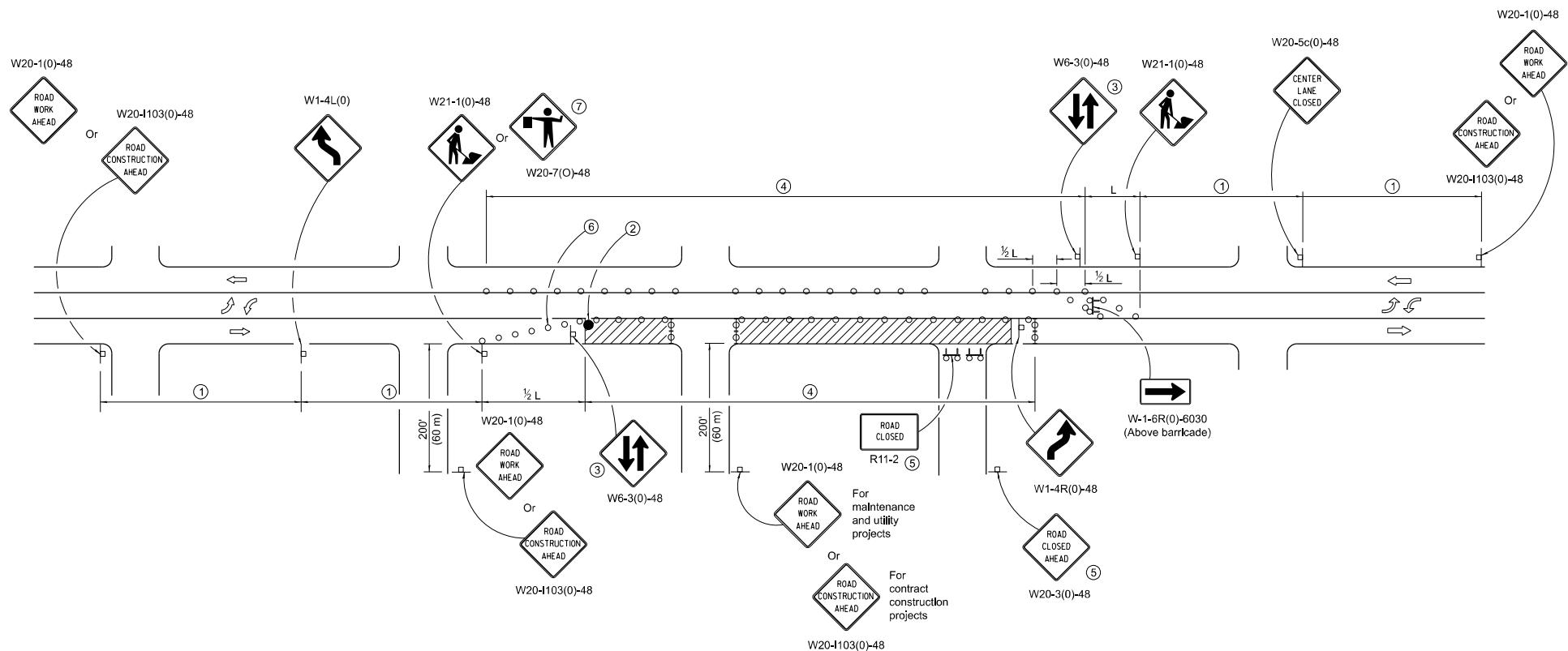
All dimensions are in inches (millimeters)  
unless otherwise shown.

DATE	REVISIONS
1-1-19	Revised to allow cones at night.
1-1-18	Corrected sign number for TWO WAY TRAFFIC sign for CASE II.

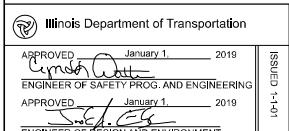
### URBAN LANE CLOSURE, 2L, 2W, WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 1 of 2)

STANDARD 701502-09



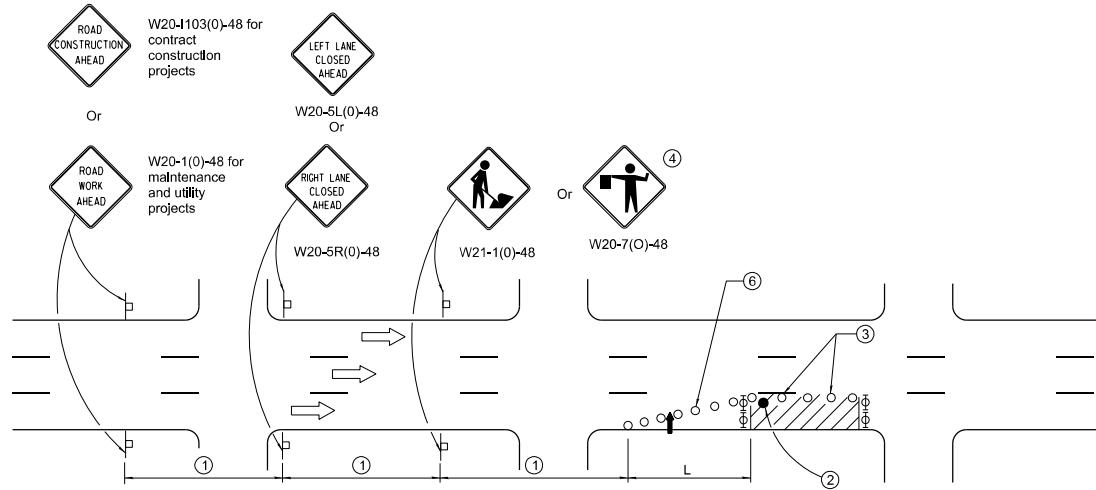
### **CASE II**



**URBAN LANE CLOSURE,  
2L, 2W, WITH BIDIRECTIONAL  
LEFT TURN LANE**

(Sheet 2 of 2)

STANDARD 701502-09



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

### SYMBOLS

- ↑ Arrow board
- Cone, drum or barricade
- ▢ Sign on portable or permanent support
- ▨ Work area
- ∅ Barricade or drum with flashing light
- ▢ Type III barricade with flashing lights
- Flagger with traffic control sign.

- ① Refer to SIGN SPACING TABLE for distances.
- ② Required for speeds > 40 MPH
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Use flagger sign only when flagger is present.
- ⑤ For approved shoulder closures.
- ⑥ Cones, drums or barricades at 20' (6 m) in taper.

Illinois Department of Transportation	
APPROVED	January 1, 2014
<i>[Signature]</i>	CD-11
ENGINEER OF SAFETY ENGINEERING	
APPROVED	January 1, 2014
<i>[Signature]</i>	CD-11
ENGINEER OF DESIGN AND ENVIRONMENT	

### GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement during shoulder operations or where construction requires lane closures in urban areas.

Calculate L as follows:

#### SPEED LIMIT

#### FORMULAS

40 mph (70 km/h) or less:	English (Metric)
$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = (W)(S)$ $L = 0.65(W)(S)$

W = Width of offset.  
In feet (meters).

S = Normal posted speed  
mph (km/h).

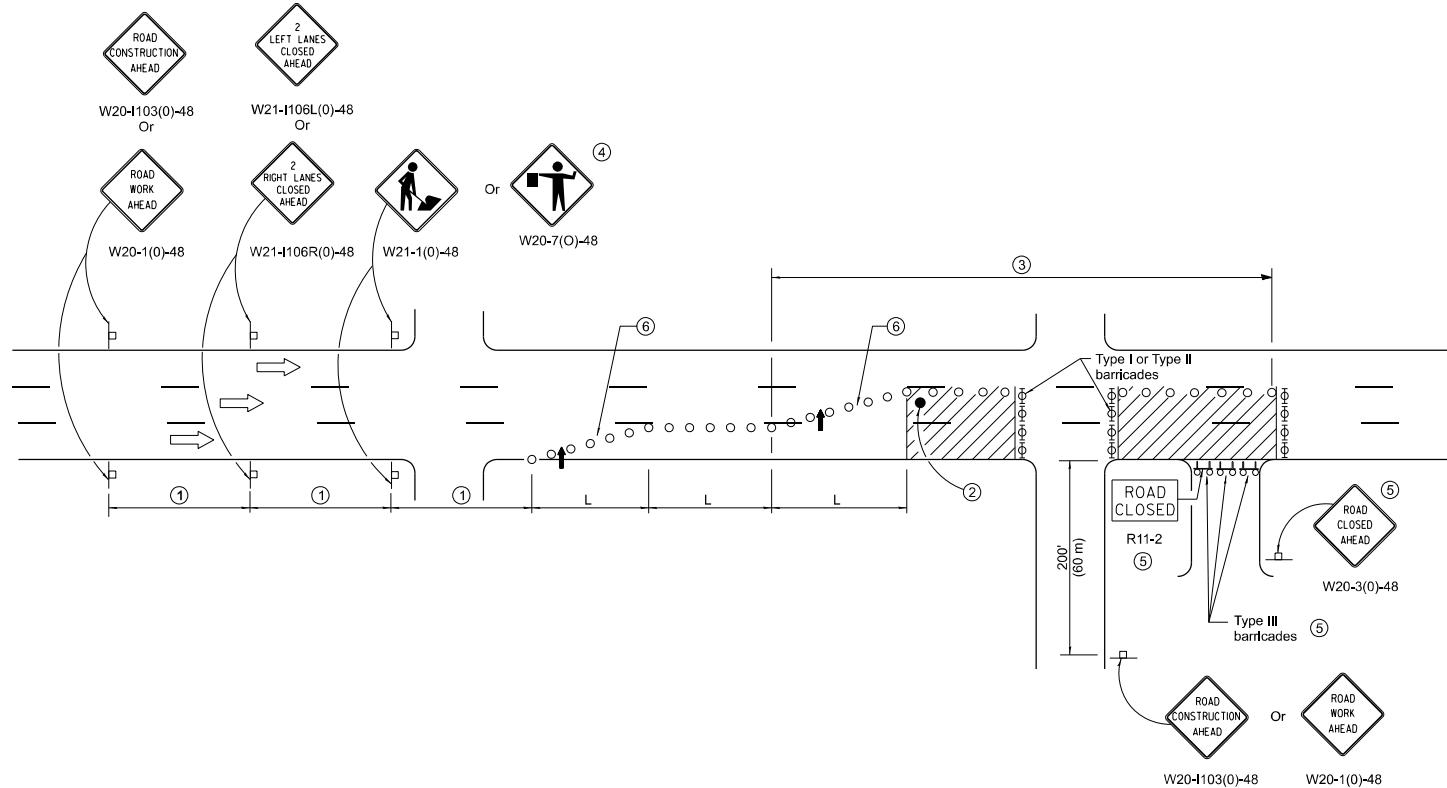
All dimensions are in inches (millimeters)  
unless otherwise shown.

### URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN

(Sheet 1 of 2)

STANDARD 701601-09

DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.

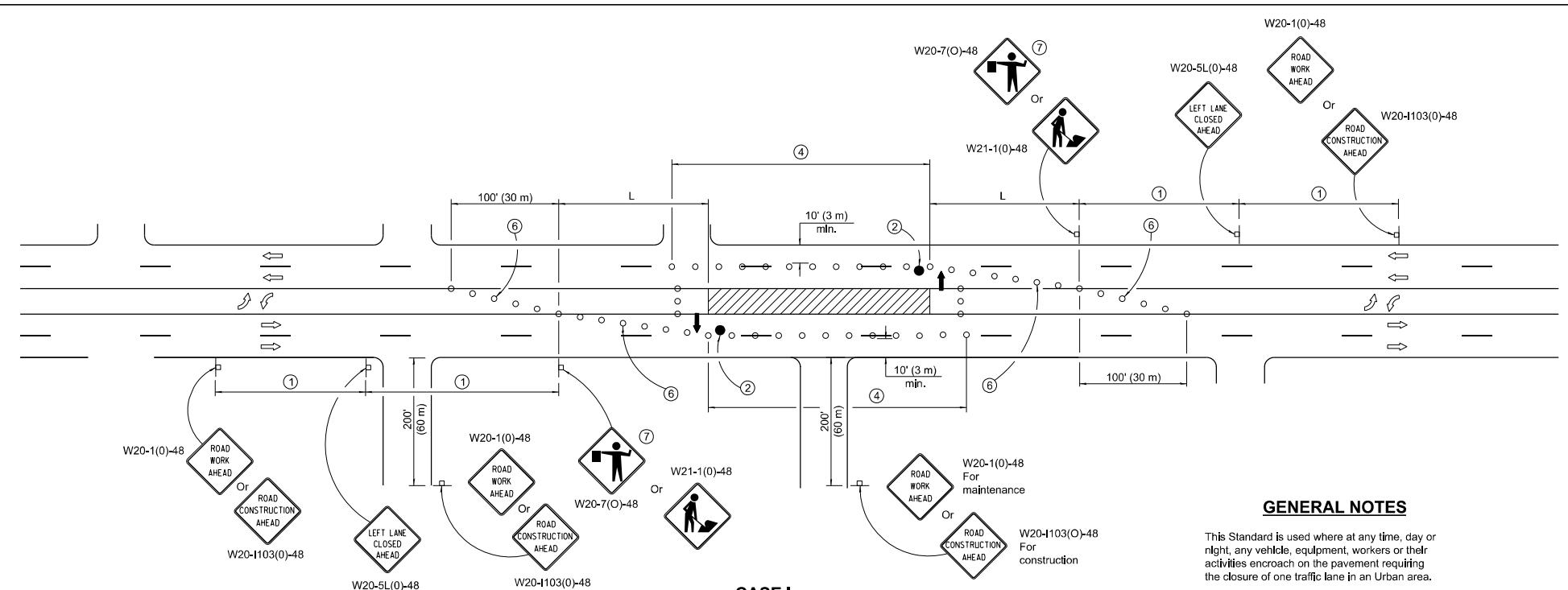


Illinois Department of Transportation	
APPROVED	January 1, 2014
<i>Janice D. Dugay</i>	2014
ENGINEER OF SAFETY ENGINEERING	
APPROVED	January 1, 2014
<i>John R. Dugay</i>	2014
ENGINEER OF DESIGN AND ENVIRONMENT	

169-1-1 CIRCSI

**URBAN LANE CLOSURE,  
MULTILANE, 1W OR 2W WITH  
NONTRAVERSABLE MEDIAN**  
(Sheet 2 of 2)

**STANDARD 701601-09**



### CASE I

① Refer to SIGN SPACING TABLE for distances.

② Required for speeds > 40 mph (70 km/h).

③ Required if work exceeds 500' (164 m) or 1 block, repeat every 1 mile (1.6 km).

④ Cones at 25' (8 m) centers for 250' (75 m) on approach. Additional cones may be placed at 50' (15 m) centers. When drums or type I or II barricades are used, the interval between devices may be doubled.

⑤ For approved sideroad closures.

⑥ Cones, drums or barricades at 20' (6 m) centers in taper.

⑦ Use flagger sign only when flagger is present.

### GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an Urban area.

If the work operation is performed between 9:00 a.m. and 3:00 p.m. and does not exceed 15 min, traffic protection shall be as shown for Standard 701426.

Calculate L as follows:

#### SPEED LIMIT

#### FORMULAS

$$40 \text{ mph (70 km/h)} \text{ or less: } L = \frac{WS^2}{60} \quad L = \frac{WS^2}{150}$$

$$45 \text{ mph (80 km/h)} \text{ or greater: } L = (W)(S) \quad L = 0.65(W)(S)$$

W = Width of offset  
In feet (meters).

S = Normal posted speed  
mph (km/h).

All dimensions are in inches (millimeters)  
unless otherwise shown.

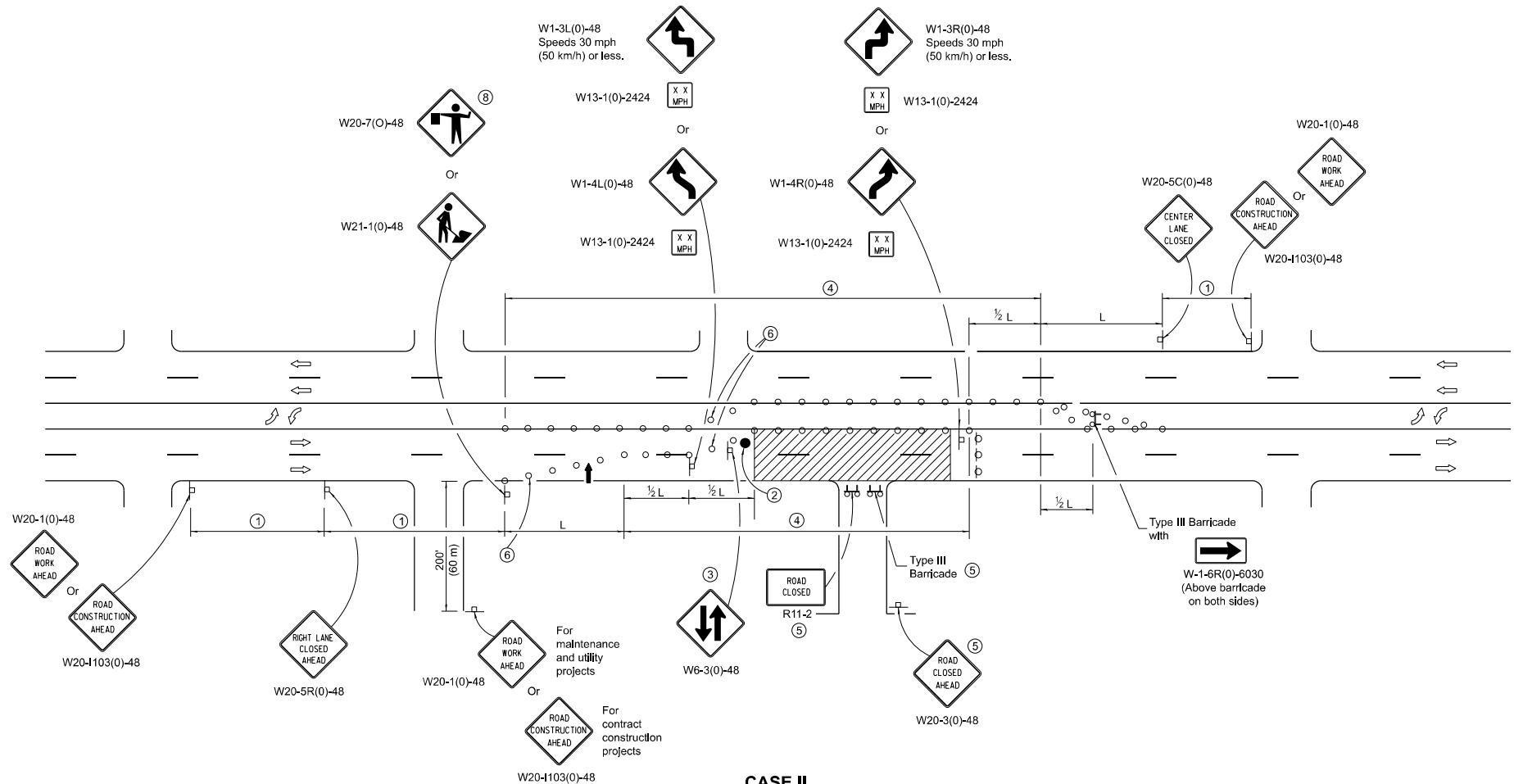
SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

### SYMBOLS

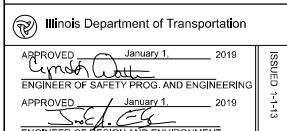
- ↑ Arrow board
- ▨ Work area
- ▢ Barricade or drum with steady burning monodirectional light
- Flagger with traffic control sign
- Cone, drum or barricade
- ▢ Sign on portable or permanent support
- ▢ Type III barricade with flashing lights

DATE	REVISIONS	URBAN LANE CLOSURE, MULTILANE, 2W WITH BIDIRECTIONAL LEFT TURN LANE (Sheet 1 of 4)
1-1-19	Revised to allow cones at night.	
1-1-18	Moved arrow boards into closed lanes for CASE I.	
		STANDARD 701602-10

	Illinois Department of Transportation
APPROVED	January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING	CJRSI
APPROVED	January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT	

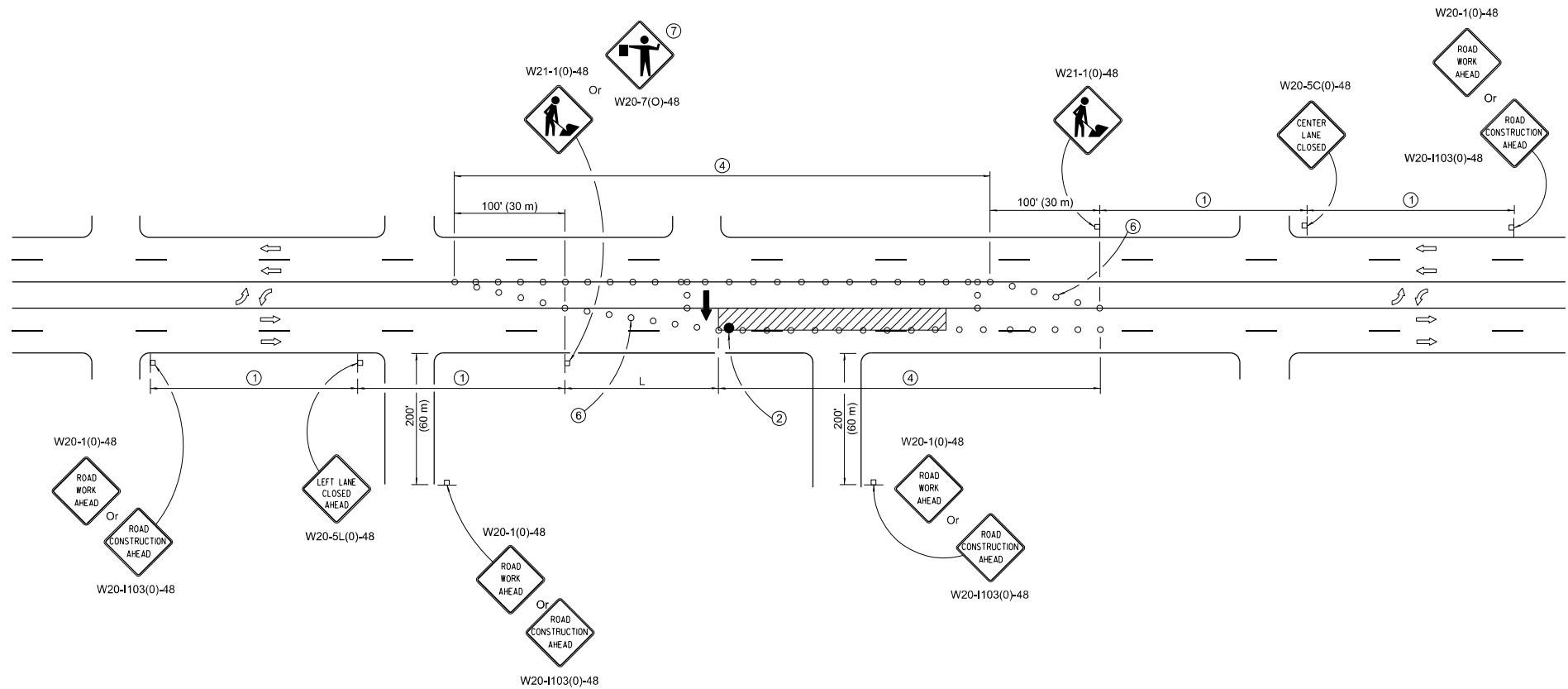


## CASE II



**URBAN LANE CLOSURE,  
MULTILANE, 2W WITH  
BIDIRECTIONAL LEFT TURN LANE**

STANDARD 701602-10



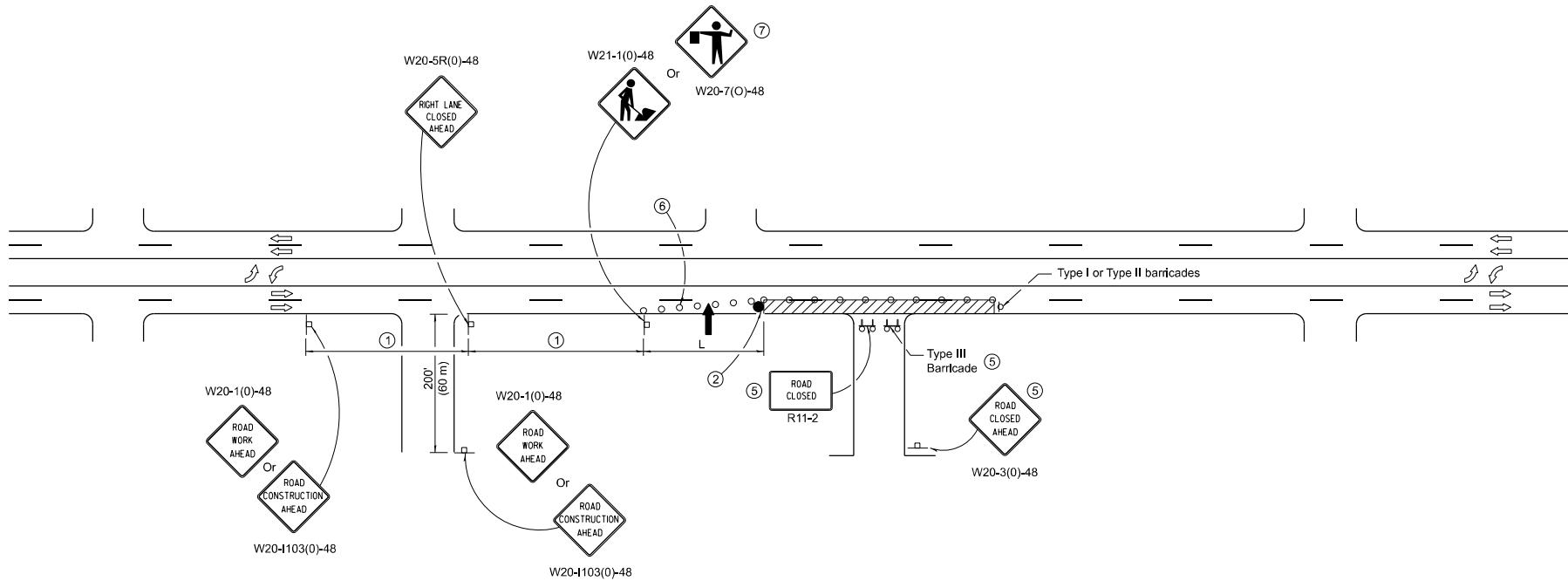
**CASE III**

	Illinois Department of Transportation
APPROVED <i>Cynthia Ditt</i>	January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING	
APPROVED <i>J. C. G.</i>	January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT	

63-1-1- CDRSS1

**URBAN LANE CLOSURE,  
MULTILANE, 2W WITH  
BIDIRECTIONAL LEFT TURN LANE**  
(Sheet 3 of 4)

**STANDARD 701602-10**

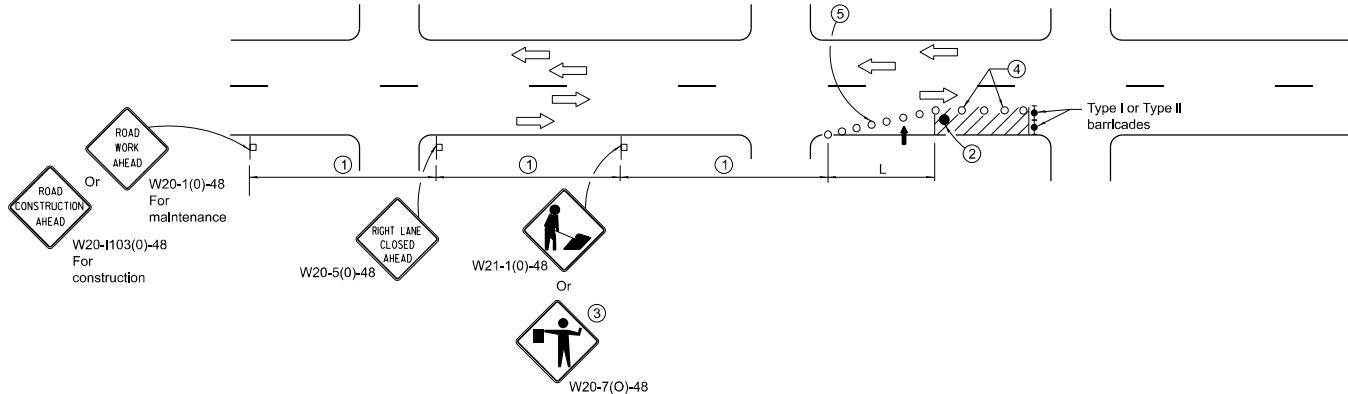


CASE IV

	Illinois Department of Transportation
APPROVED 	January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING	CDRSI
APPROVED 	January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT	CDRSI

**URBAN LANE CLOSURE,  
MULTILANE, 2W WITH  
BIDIRECTIONAL LEFT TURN LANE**  
(Sheet 4 of 4)

**STANDARD 701602-10**



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

## **SYMBOLS**

- ↑ Arrow board
- Cone, drum or barricade
- ▢ Sign on portable or permanent support
-  Work area
- Barricade or drum with flashing light
- Flagger with traffic control sign.

① Refer to SIGN SPACING TABLE for distances.

② Required for speeds > 40 mph.

③ Use flagger sign only when flagger is present.

④ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.

⑤ Cones, drums or barricades at 20' (6 m) centers in taper.

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an Urban area.

Calculate L as follows

## FORMULAS

$$L = \frac{WS^2}{60} \quad L = \frac{WS^2}{150}$$

$$L = (W)(S) \quad L = 0.65(W)(S)$$

$$L = (W)(S) \quad L = 0.65(W)(S)$$

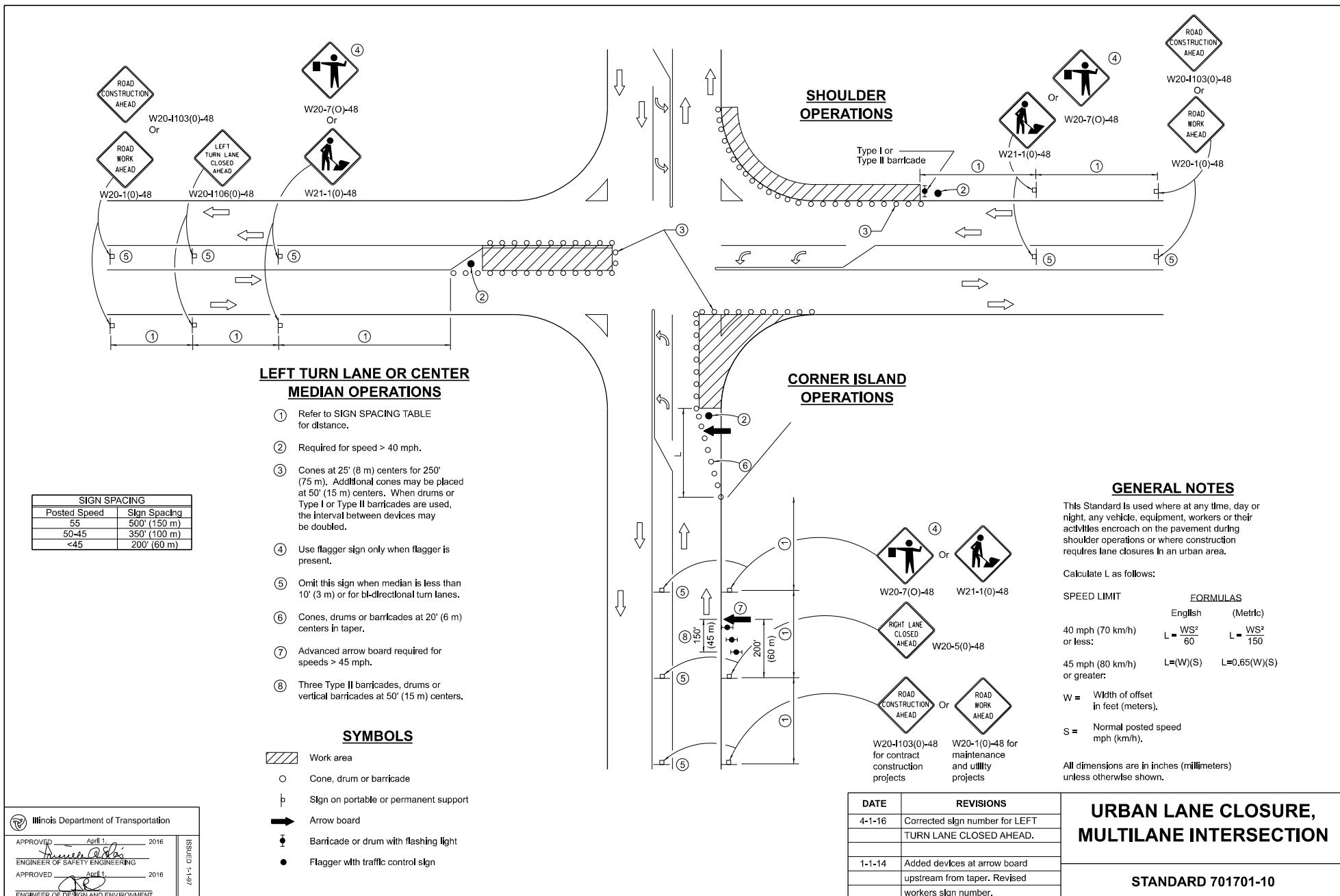
W = Width of offset  
In feet (meters)

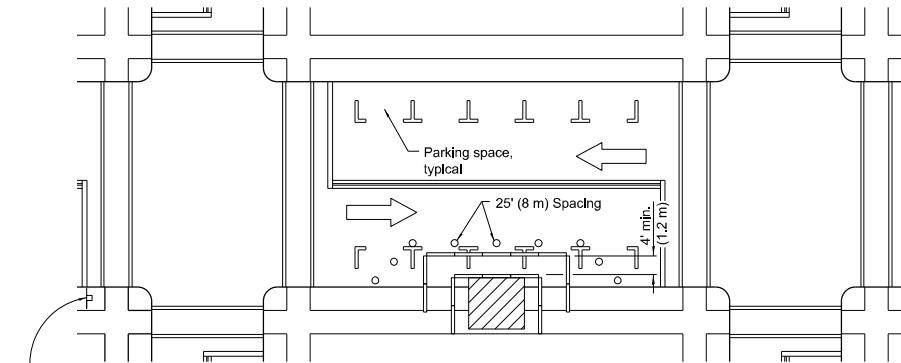
**S =** Normal posted speed  
mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

	Illinois Department of Transportation
APPROVED	January 1, 2015
<u>James E. O'Brien</u>	
ENGINEER OF SAFETY ENGINEERING	
APPROVED	January 1, 2015
<u>James E. O'Brien</u>	
ENGINEER OF DESIGN AND ENVIRONMENT	
ISSUED 1-1-97	

DATE	REVISIONS	URBAN SINGLE LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN
1-1-15	Renamed standard. Moved case on Sheet 2 to new Highway Standard.	
1-1-14	Revised workers slgn number to agree with current MUTCD.	STANDARD 701606-10





① Omit whenever duplicated by road work traffic control.

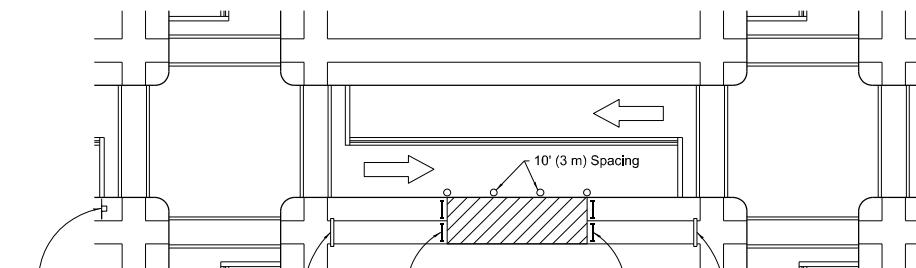
W20-I103(0)-48 for contract construction projects

Or  
W20-1(0)-48 for maintenance and utility projects

### SIDEWALK DIVERSION

#### SYMBOLS

- ▨ Work area
- ▢ Sign on portable or permanent support
- ─ Barricade or drum
- Cone, drum or barricade
- ─ Type III barricade
- Detectable pedestrian channelizing barricade



W20-I103(0)-48 for contract construction projects

Or  
W20-1(0)-48 for maintenance and utility projects

### SIDEWALK CLOSURE



R11-I102-2430

R11-I102-2431

#### GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

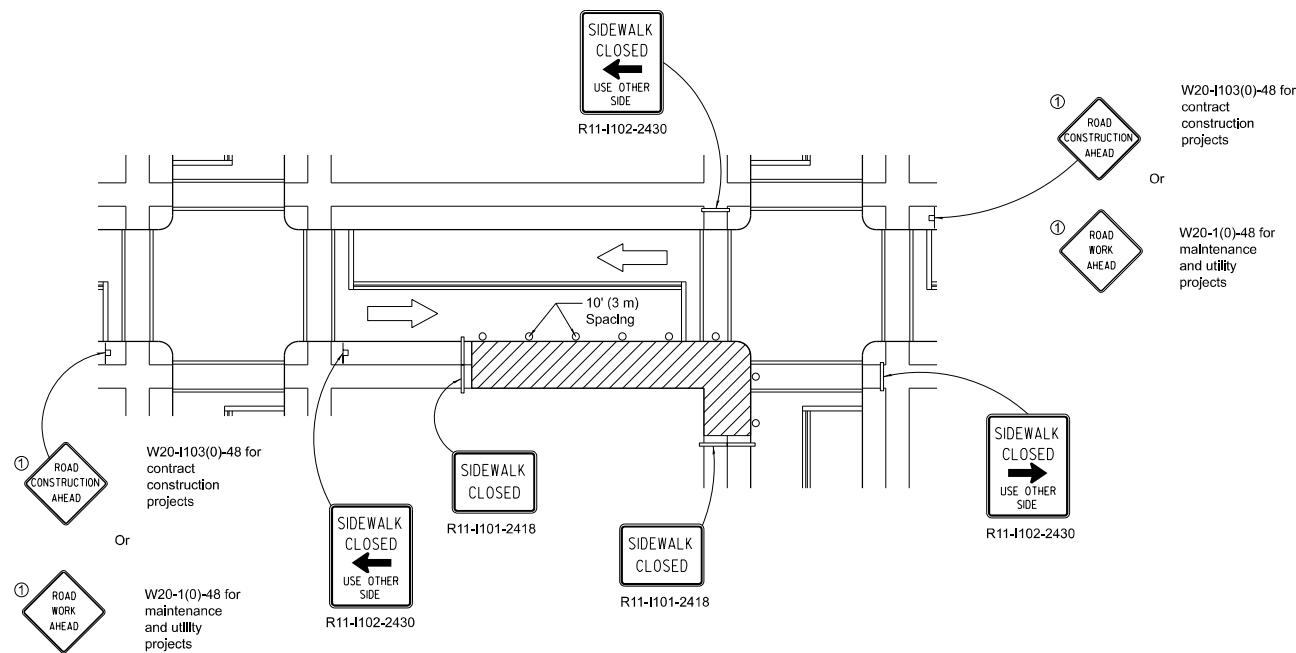
Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

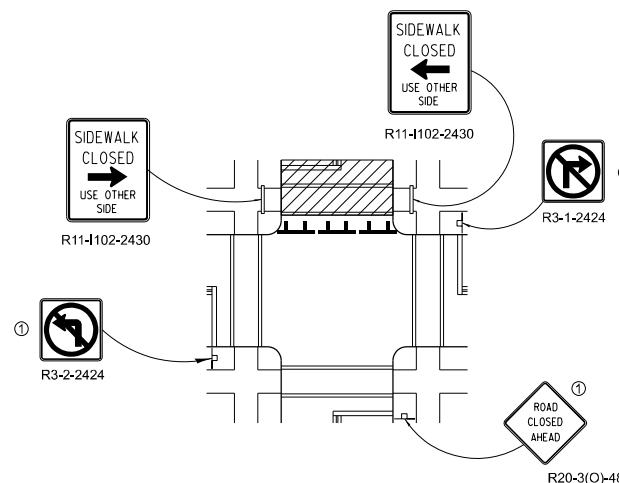
DATE	REVISIONS	SIDEWALK, CORNER OR CROSSWALK CLOSURE (Sheet 1 of 2)
4-1-16	Omitted orange safety fence from standard as this is covered in the standard spec.	
1-1-12	Added SIDEWALK DIVERSION, Modified appearance of plan views.	
	Renamed Standard.	

STANDARD 701801-06

	Illinois Department of Transportation
APPROVED <i>[Signature]</i> January 1, 2016	2016
ENGINEER OF SAFETY ENGINEERING	CDOT/1-1-12
APPROVED <i>[Signature]</i> January 1, 2016	2016
ENGINEER OF DESIGN AND ENVIRONMENT	CDOT/1-1-12



### CORNER CLOSURE



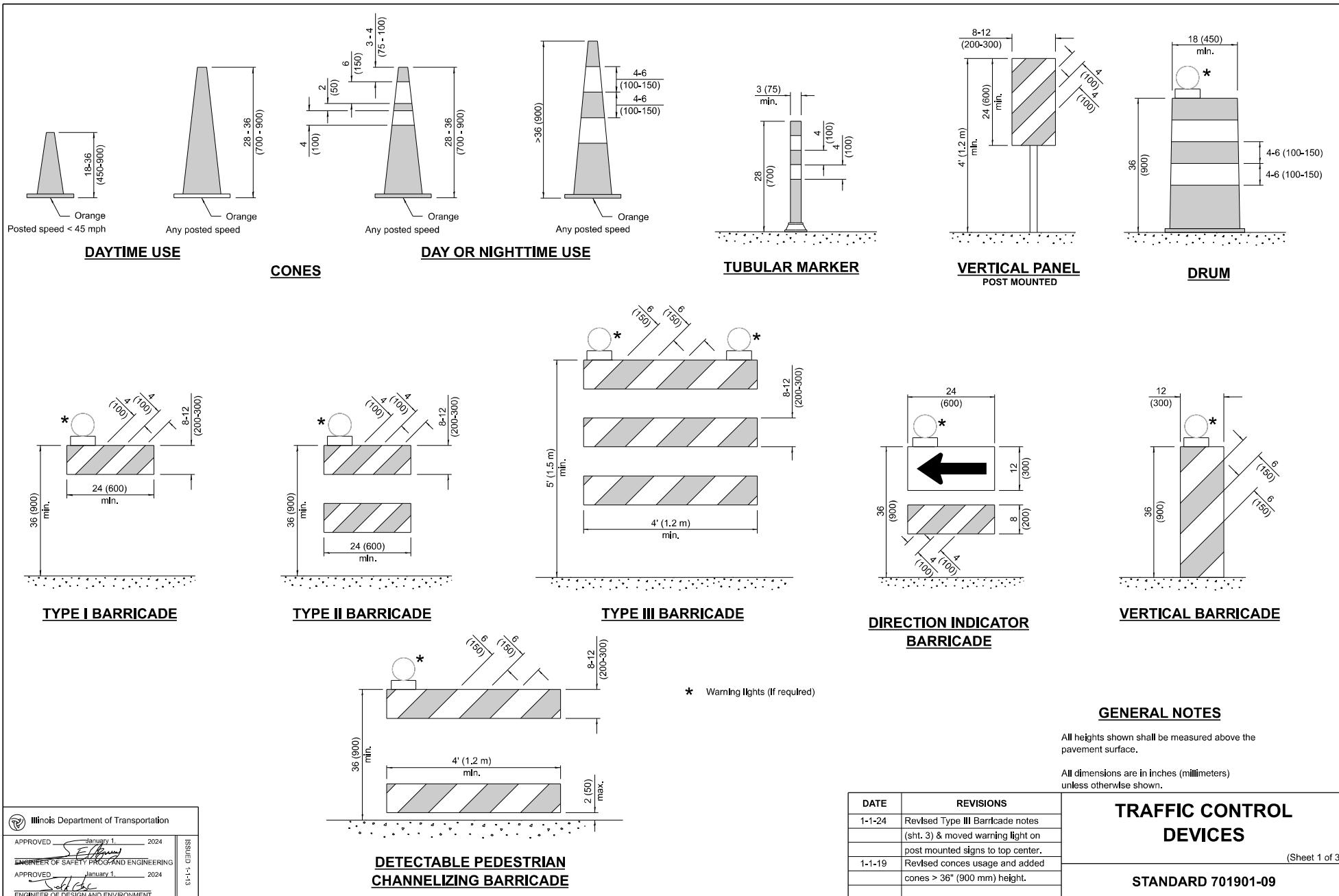
### CROSSWALK CLOSURE

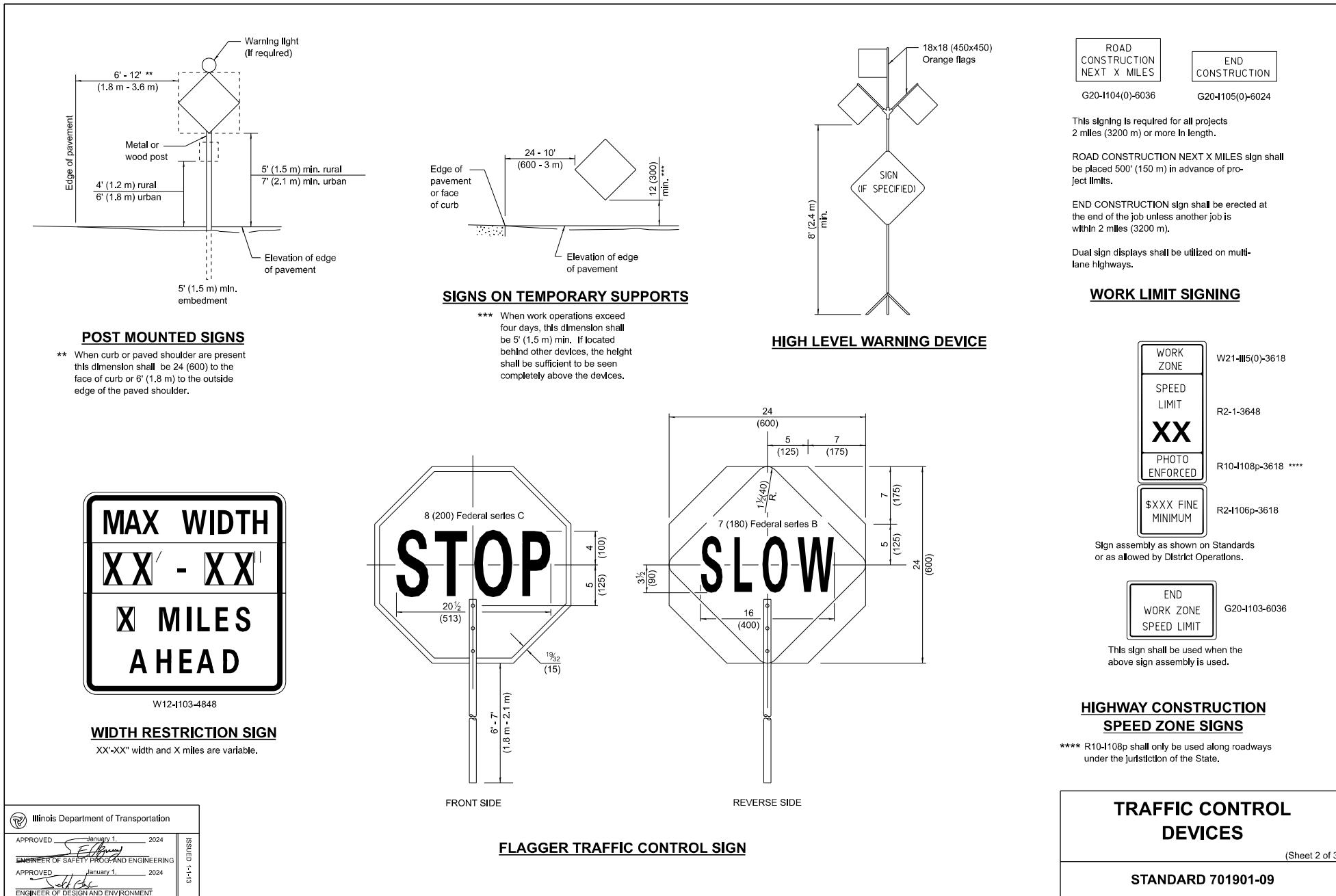
Illinois Department of Transportation	
APPROVED	January 1, 2016
<i>[Signature]</i>	CDSS
ENGINEER OF SAFETY ENGINEERING	
APPROVED	January 1, 2016
<i>[Signature]</i>	CDSS
ENGINEER OF DESIGN AND ENVIRONMENT	

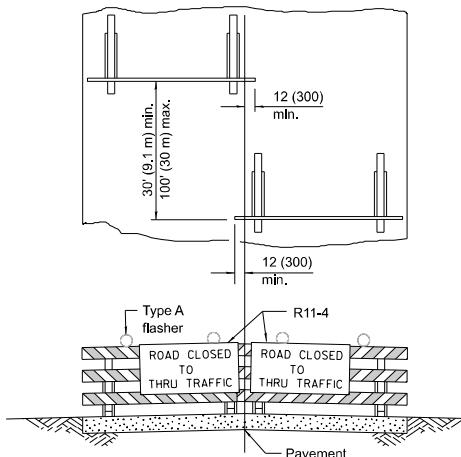
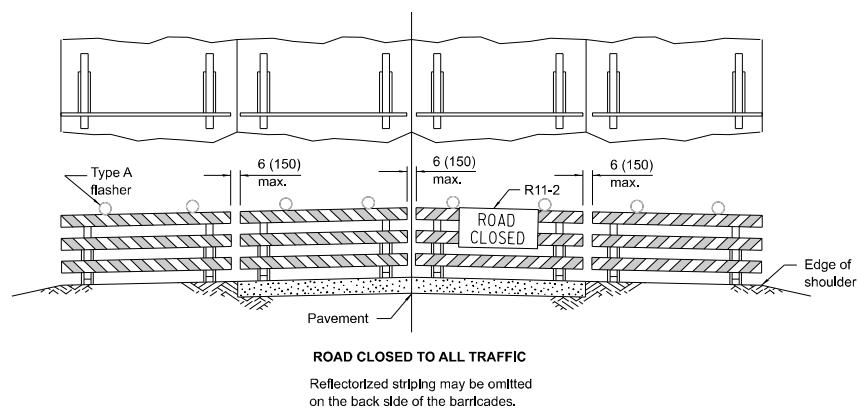
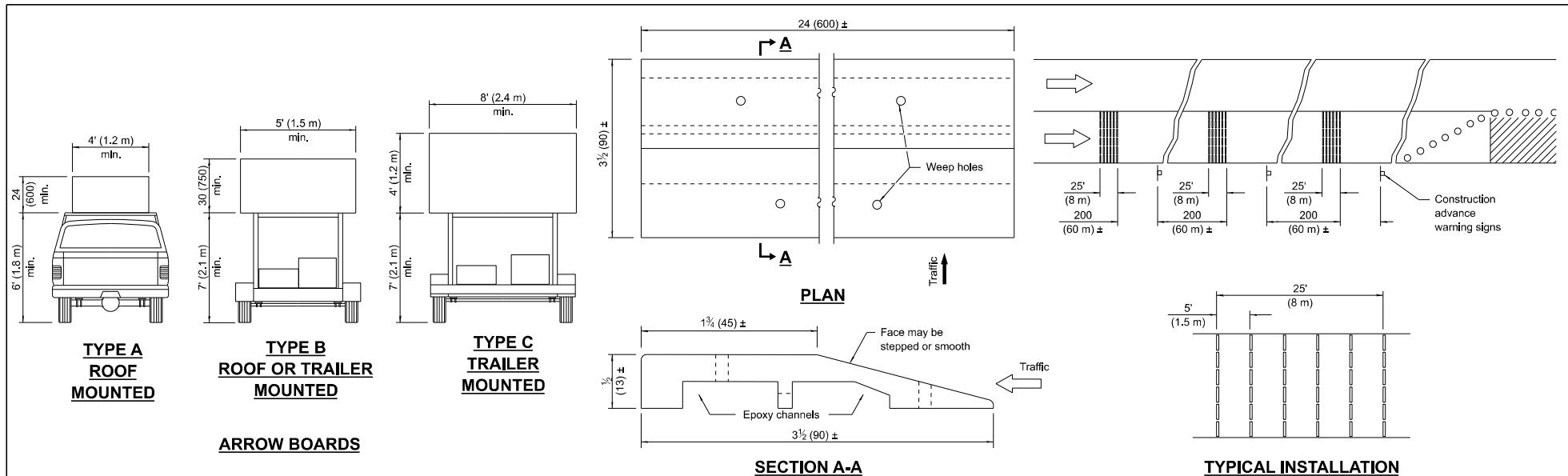
**SIDEWALK, CORNER OR  
CROSSWALK CLOSURE**

(Sheet 2 of 2)

**STANDARD 701801-06**







	Illinois Department of Transportation
APPROVED	January 1, 2024
ENGINEER OF SAFETY PROGRAM AND ENGINEERING	631-1- CDRSS1
APPROVED	January 1, 2024
ENGINEER OF DESIGN AND ENVIRONMENT	

**TYPICAL APPLICATIONS OF  
TYPE III BARRICADES CLOSING A ROAD**

If a Type III barricade with an attached sign panel which meets NCHRP 350 or MASH is not available, the sign may be mounted on an NCHRP 350 or MASH temporary sign support directly in front of the barricade.

**TRAFFIC CONTROL  
DEVICES**

(Sheet 3 of 3)

**STANDARD 701901-09**



**NO**

**PARKING**

**THIS BLOCK**

**MONDAY THRU FRIDAY**

**7:00 A.M. TO 5:00 P.M.**

**TOW-AWAY  
ZONE**



**NO**

**PARKING**

---

---

---

**TOW-AWAY  
ZONE**



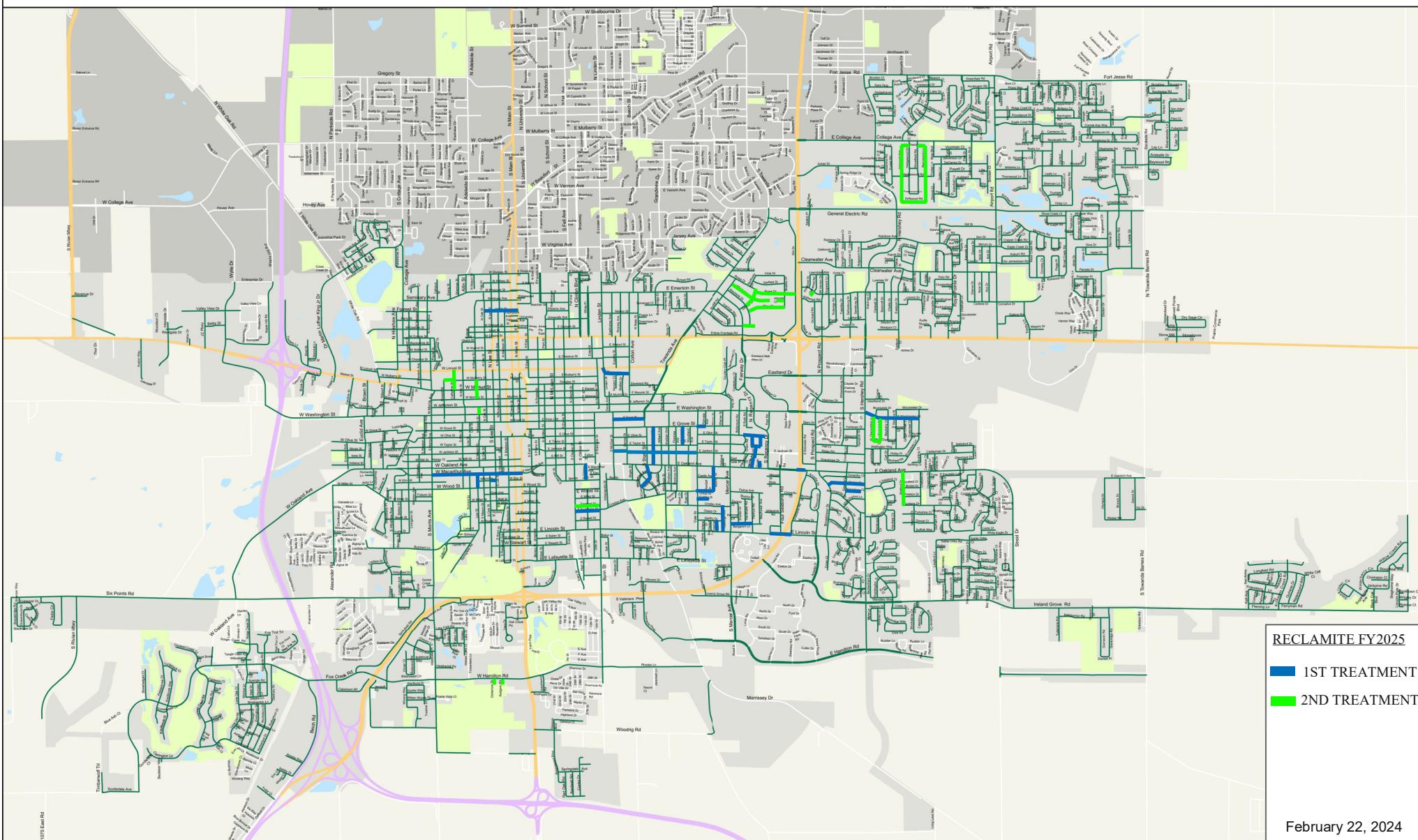
Public Works Department

FY2025

RECLAMITE OVERALL MAP



0 5,000 10,000  
Foot

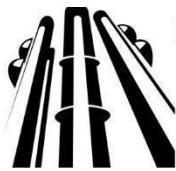


ORIGINAL BID QUANTITIES  
**FY2025 PAVEMENT PRESERVATION RECLAMITE**  
**First Treatment FY23/24 HMA Resurface**

Street Name	Start	End	AREA (SY)
BENJAMIN LN	MERCER AVE	PARMON RD	2,551.5
BUCHANAN ST	CLAYTON ST	BUNN ST	2,921.3
CLINTON ST	OAKLAND AVE	BELL ST	1,902.7
CLOUD ST	VALE ST	MOORE ST	1,932.5
DODGE DR	BROADMOOR DR	HERSHEY RD	4,323.6
DOLPHIN AVE	LINCOLN ST	GARLING DR	1,263.6
ELM ST	OAK ST	LEE ST	718.3
FRONT ST	McCLUN ST	STATE ST	3,695.0
GOLDEN DR	VALE ST	END	1,338.1
GRANADA RD	OLIVE ST	SEVILLE RD	1,744.7
GROVE ST	VALE ST	FAIRVIEW AVE	1,055.6
GUIDO CIR	OAKLAND AVE	END	672.3
HARDWOOD PL	GROVE ST	TAYLOR ST	2,201.2
HASTINGS AVE	LINCOLN ST	CROXTON AVE	2,973.3
JACKSON ST	McCLUN ST	VALE ST	9,821.6
KINGSBURY CT	COUNTRY LN	HERSHEY RD	1,703.4
LEALAND ST	OAKLAND AVE	GROVE ST	4,462.8
LINCOLN ST	INTERSECTION W/ VETERANS PKWY		8,905.0
LOW ST	MACARTHUR AVE	WOOD ST	1,628.1
MACARTHUR AVE	MORRIS AVE	MAIN ST	10,522.7
MEADOWS AVE	MAIZEFIELD AVE	OAKLAND AVE	3,126.1
MOORE ST	CLOUD ST	OAKLAND AVE	3,953.1
OAKLAND AVE	INTERSECTION W/ VETERANS PKWY		8,331.3
OLIVE ST	GRANT RD	END	2,384.4
SEVILLE RD	OLIVE ST	OAKLAND AVE	4,111.7
UNION ST	OAK ST	MAIN ST	3,918.4
WASHINGTON ST	HERSHEY RD	EVERGREEN LN	8,401.7
WOODRUFF DR	LOCUST ST	COLTON AVE	3,506.5
<b>TOTAL:</b>			<b>104,070.6</b>

ORIGINAL BID QUANTITIES  
**FY2025 PAVEMENT PRESERVATION RECLAMITE**  
**Second Treatment FY19/20 HMA Resurface**

Street Name	Start	End	AREA (SY)
BERRYWOOD LN	DRIFTWOOD RD	NORTHWOOD LN	7,544.0
CAMELOT DR	WASHINGTON ST	SHEFFIELD DR	3,088.0
CATHERINE ST	MARKET ST	LOCUST ST	2,294.7
DELMAR LN	MECHERLE DR	ROWE DR	2,310.4
DEVONSHIRE DR	WASHINGTON ST	SHEFFIELD DR	3,295.0
DICKERSON DR	HAMILTON RD	END	460.9
DRIFTWOOD RD	OAKWOOD AVE	BERRYWOOD LN	3,316.3
FREMONT ST	CLAYTON ST	BUNN ST	2,921.9
GLENWOOD RD	ARROWHEAD DR	END	658.2
HILLSIDE CT	BRADLEY DR	END	674.8
HILLSIDE LN	RADIFF RD	END	5,259.7
MASON ST	JEFFERSON ST	WASHINGTON ST	895.0
MASON ST	MULBERRY ST	MONROE ST	2,287.0
MULBERRY ST	HOWARD ST	CATHERINE ST	1,203.6
NORTHWOOD LN	OAKWOOD AVE	HEDGEWOOD DR	1,043.6
NORTHWOOD LN	WOODFIELD RD	BERRYWOOD LN	1,035.5
OAKWOOD AVE	NORTHWOOD LN	DRIFTWOOD RD	7,519.9
RILEY DR	MECHERLE DR	BRADLEY DR	4,304.2
ROBINHOOD LN	FAIRWAY DR	END	1,176.6
RODGERS RD	HAMILTON RD	END	588.0
ROWE DR	DELMAR LN	IAA DR	4,752.5
SHEFFIELD DR	DEVONSHIRE DR	CAMELOT DR	988.5
WATFORD DR	CUMBRIA DR	OAKLAND AVE	4,468.6
<b>TOTAL:</b>			<b>62,086.9</b>



# TRICOR REFINING, LLC

Producers of GOLDEN BEAR PRESERVATION PRODUCTS

1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388

Phone 661.337.9979 – Email: [brettt@tricorrefining.com](mailto:brettt@tricorrefining.com)

May 30, 2024

Kimberly Rayburn - Thompson  
Civil Engineer I  
Department of Operations & Engineering Services  
PO Box 3157  
Bloomington, IL 61702-3157

This letter will confirm that Corrective Asphalt Materials with business address location at 300 Daniel Boone Trail, South Roxana Illinois is the approved sole source applicator and supplier of CRF® Restoration Seal and Reclamite® in the State of Illinois for Tricor Refining, LLC. There is not another source for CRF® or Reclamite® to be supplied into Illinois.

Tricor Refining, LLC maintains an authorized manufacturing network in North America and through this we supply our approved product applicators and manufacturers. The reason for this is to control the emulsion quality and the correct product application in each region.

Corrective Asphalt Materials maintains and operates several crews which only apply CRF® and Reclamite®.

TRICOR Refining, LLC – Reclamite is the only maltene based asphalt rejuvenator marketed nationally with a 55 plus year history of product use.

Please let me know if you need further information or have other questions.

Respectfully,

Brett Towns  
Tricor Refining, LLC  
Specialty Products Sales Manager  
Cell: 530-491-8251  
[brettt@tricorrefining.com](mailto:brettt@tricorrefining.com)



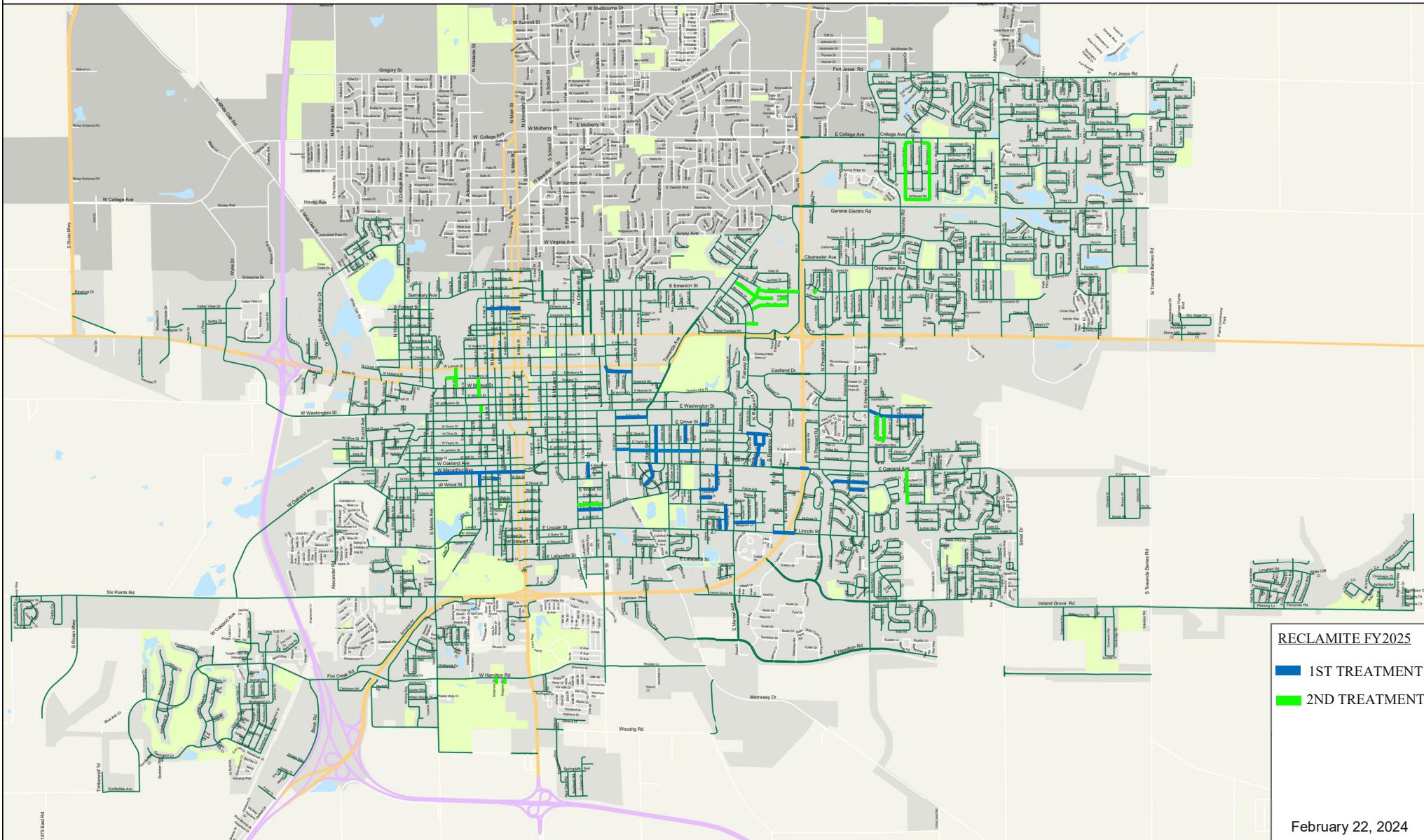
Public Works Department

FY2025

RECLAMITE OVERALL MAP



0 5,000 10,000  
Foot



## LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

### **SECTION A –LIMITED SOURCE PURCHASE:**

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

Vendor Name & #	Corrective Asphalt Materials, LLC.	Amount: \$240,312.15	Date: 06/05/24
Vendor # 2157			

Description of item/services: Application of Reclamite Preservation Seal to City streets recently resurfaced. In addition, associated street cleaning will be performed by the contractor. The amount noted above reflects the FY 2025 funding budgeted and available for this work. The proposal package for this work has been finalized and provided to Corrective Asphalt Materials, LLC.

Justification: Prior to widespread utilization of Reclamite, City staff researched pavement preservation products and performed field testing to compare them to a promising competitor. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that the product is the recommended rejuvenator. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance.

Reclamite Preservation Seal materials are proprietary and Corrective Asphalt Materials, LLC is the sole source distributor / applicator for our region. Please see the attached sole distributor letter from Corrective Asphalt Materials, LLC.

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

Kevin Kothe

*Kevin Kothe*

(Name and Signature of Department Director or Designee)

6/6/2024

Date

### **SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:**

Based on the information provided in Section A and attached supporting documents, I concur  / do not concur  (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

*Calista Mullen*

Name and Signature of Purchasing Agent or Designee

*01/18/2024*

Date



## CONSENT AGENDA ITEM NO. 8.M.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** Ward 6 and Ward 7

**SUBJECT:** Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for Fiscal Year (FY) 2024 Community Development Block Grant (CDBG) Front Street Sidewalks Project (Bid #2024-38), in the Amount of \$90,000, as requested by the Department of Operations & Engineering Services.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 2a. Better quality roads and sidewalks

**BACKGROUND:** If approved, the City will enter into an agreement with George Gildner, Inc. ("Gildner") for the FY 2024 CDBG Front Street Sidewalks Project, which is part of the multi-year West Corridors Sidewalk Project ("Project"). The project was advertised by the City to solicit competitive bids. Bids were received until 11:15 a.m. on Monday, May 13, 2024, electronically via the City's e-Procurement Portal, OpenGov. Gildner was the lowest responsible bidder among the two bids opened on May 13th. All bidders are local firms, and, therefore the Local Preference Policy does not impact the recommendation. A full bid tabulation 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.

The Department of Operations and Engineering Services ("DOES") created the Project to benefit neighborhoods with high numbers of low-to-moderate income households. The Project centers on key pedestrian locations within the "Regeneration Area" identified by the City of Bloomington Comprehensive Plan 2035. The Department has used CDBG funding for three prior phases of the Project (detailed below) and seeks to continue using CDBG funding for the Project, which includes the replacement of substandard public sidewalk directly west of Downtown Bloomington along a 22-block area that DOES identified as a high-need area using Census and Illinois Department of Housing and Urban Development data.

The proposed agreement for Phase IV will repair the sidewalk through a stretch of West Front Street, from Allin Street to Lee Street. Work will involve the replacement of 5,280 square feet of substandard public sidewalks (average-to-good sidewalk will be left intact).

Phase I of the Project included sidewalk replacements along West Market Street, from Lee Street to Howard Street, and a section of West Washington Street that is adjacent to the West Bloomington Revitalization Project, a private Not-For-Profit that serves low-to-moderate

income residents. Those locations were completed in spring and summer 2022.

Phase II included sidewalk replacement along Morris Avenue, from Market Street to Washington Street, and was completed in spring and summer 2023.

Phase III entailed reconstructing sidewalk and installing curb and gutter and retaining wall on the north side of West Market Street, from Howard Street to the Union Pacific Railroad overpass, reconstructing sidewalk along West Front Street, from Allin Street to Western Avenue, and installing new sidewalk and ramps at the multi-use trail (Constitution Trail) at three junction points along West Front Street: Allin Street, Howard Street, and Western Avenue. Phase III was completed in December 2023.

The bid package included a Base Bid and an Additive Alternate for this project. The Additive Alternate increased the Base Bid quantities, which was included in this bid package in case the City received favorable pricing. Staff recommends approving an agreement that includes only the Base Bid due to budget constraints.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Request for Bids was released through the City's OpenGov portal and advertised in *The Pantagraph* on April 22, 2024.

**FINANCIAL IMPACT:** If approved, the City will enter into a Construction Agreement with Gildner in the Amount of \$90,000. This project was approved in the Program Year 2023 CDBG Annual Action Plan and budgeted in FY 2024. However, the project will now fall into FY 2025. This project will be paid from the Community Development Capital Improvement-Sidewalk Construction account (22402440-72560-52000). Staff will file a budget amendment once the Program Year 2024 annual CDBG allocation is available from the Illinois Department of Housing and Urban Development ("HUD"). The budget amendment will modify the CDBG sidewalk construction and improvement account (22402440-72560-52000) to reflect planned activities from CDBG Program Years 2023 and 2024. Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 23.

**AMERICAN RESCUE PLAN FUNDING IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs); and Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system), and Objective TAQ-1.2 (Data-driven transportation infrastructure policy and management)

Respectfully submitted for consideration.

Prepared by: Kimberly Rayburn, Civil Engineer

**ATTACHMENTS:**

DOES 3B Ordinance

DOES 3C Agreement

DOES 3D Bid Tab

DOES 3E Map

**ORDINANCE NO. 2024 - \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH GEORGE GILDNER, INC., FOR THE FISCAL YEAR 2024 COMMUNITY DEVELOPMENT BLOCK GRANT FRONT STREET SIDEWALKS PROJECT (BID #2024-38), IN THE AMOUNT OF \$90,000**

**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 George Gildner, Inc. (CONTRACTOR), be approved for the FY 2024 CDBG Front Street Sidewalks Project (PROJECT), in the amount of \$90,000; and

**WHEREAS**, PROJECT consists of work necessary to install approximately 5,280 square feet of sidewalk and 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 24th day of June 2024.

**APPROVED** this \_\_\_\_\_ day of June 2024.

**CITY OF BLOOMINGTON**

---

Mboka Mwilambwe, Mayor

**ATTEST**

---

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON AGREEMENT WITH**

**George Gildner, Inc.**

**FOR**

**FY24 CDRG Front Street Sidewalks**

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

**NOW THEREFORE**, the PARTIES agree as follows:

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

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

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



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



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

2024-38: FY24 CDRG Front Street Sidewalks (hereinafter "REQUEST").

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

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

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



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



This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

**If to VENDOR:**

George Gildner, Inc.  
Attn: Steve Gildner  
2031 Ireland Grove Rd PO Box 846  
Bloomington, IL 61702-0846  
gildnerinc@aol.com

**Copy to:**

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**If to CITY:**

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

**Copy to:**

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR *George Johnson, Jr.*  
By: *Douglas Johnson*  
Its *President*

By: *Steve Cole*  
Its *Vice President*

**EXHIBIT A**  
**DESCRIPTION OF SERVICES/WORK PROVIDED**

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the successful completion of the contract. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract. Contract work shall be scheduled to begin within 20 calendar days of the Notice to Proceed submission. All work shall be completed by November 15, 2024.

The project consists primarily of the following major work items:

1. Approximately 5,725 SQ FT Sidewalk Removal.
2. Approximately 3,840 SQ FT PCC Sidewalk 4-inch.
3. Approximately 1,535 SQ FT PCC Sidewalk 6-inch.
4. Approximately 350 SQ FT Sidewalk 8" plus two (2) reconstructions of alley aprons.
5. No ADA sidewalk ramps and no curb and inlet work are included in this project.

EXHIBIT B  
COSTS/FEES

BLM00015 SIDEWALK REINFORCEMENT, SPECIAL 100 SF X \$2.50/SF = \$250.00

44000200 DRIVEWAY PAVEMENT REMOVAL 37 SY X \$30.00/SF = \$1,110.00

COB60605 BARRIER YARD CURB, SPECIAL 16 FT X \$100.00/FT = \$1,600.00

42300400 PCC DRIVEWAY PAVEMENT, 8" 37 SY X \$120.00/SY = \$4,440.00

42400100 PORTLAND CEMENT CONCRETE SIDEWALK, 4 INCH 3840 SF X \$10.35/SF = \$39,744.00

42400300 PORTLAND CEMENT CONCRETE SIDEWALK, 6 INCH 1090 SF X \$11.10/SF = \$12,099.00

42400410 PORTLAND CEMENT CONCRETE SIDEWALK, 8 INCH 350 SF X \$11.85/SF = \$4,147.50

44000600 SIDEWALK REMOVAL 5,280 SF X \$3.25/SF = \$17,160.00

COB21100 TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA) 100 SF X \$6.00/SF = \$600.00

COB21110 TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA) 100 SF X \$3.50/SF = \$350.00

COB70100 TRAFFIC CONTROL AND PROTECTION, COMPLETE 1 LS X \$5,000/LS = \$5,000

620 CONTINGENCY 1 LS X \$3,499.50/LS = \$3,499.50

Total Contract: \$90,000.00

Payment for work shall be issued within 45 business days of completion and approval from the Engineer.

EXHIBIT C  
CERTIFICATE OF INSURANCE

**[PAGE INTENTIONALLY LEFT BLANK]**

**EXHIBIT D**  
**FEDERAL PREVAILING WAGE**  
**STATEMENT**

**HUD Requirements, Davis-Bacon Wages and Labor Standards Apply**

Davis Bacon Wage Rates and Labor Standards apply to this Project, the contractor must agree to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. A wage determination (WD) is a set of wages, fringe benefits, and work rules that the U.S. Department of Labor has ruled to be prevailing for a given labor category in a given locality.

In addition, contractors are required to pay wages not less than once a week. A copy of the current **Contractor must:** prevailing wage determination issued by the Department of Labor will be included in the Bid Documents for each project that is let out to bid.

1. Comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)
2. Comply with the Copeland "Anti-Kickback" Act (18 . 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
3. Comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)
4. Comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
5. Comply with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
6. Maintain standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
7. Contractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination and the Davis-Bacon poster (WH-1321) on the work site in a prominent and



City of Bloomington  
DOES  
Kevin Kothe, Director  
115 East Washington Street, Suite 403, Bloomington, IL 61701

## EVALUATION TABULATION

ITB No. Bid #2024-38

### FY24 CDBG Front Street Sidewalks

RESPONSE DEADLINE: May 13, 2024 at 11:00 am

Report Generated: Wednesday, June 5, 2024

#### SELECTED VENDOR TOTALS

Vendor	Total
George Gildner Inc.	\$97,886.25
Rowe Construction, a Div of UCM, Inc.	\$137,443.81

#### BASE BID

Base Bid					George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	100	SF	\$2.50	\$250.00	\$2.68	\$268.00
X	44000200	DRIVEWAY PAVEMENT REMOVAL	37	SY	\$30.00	\$1,110.00	\$17.07	\$631.59
X	COB60605	BARRIER YARD CURB, SPECIAL	16	FT	\$100.00	\$1,600.00	\$131.31	\$2,100.96
X	42300400	PCC DRIVEWAY PAVEMENT, 8"	37	SY	\$120.00	\$4,440.00	\$111.03	\$4,108.11
X	42400100	PORTLAND CEMENT CONCRETE SIDEWALK, 4 INCH	3840	SF	\$10.35	\$39,744.00	\$12.71	\$48,806.40
X	42400300	PORTLAND CEMENT CONCRETE SIDEWALK, 6 INCH	1090	SF	\$11.10	\$12,099.00	\$14.50	\$15,805.00

## EVALUATION TABULATION

ITB No. Bid #2024-38

FY24 CDBG Front Street Sidewalks

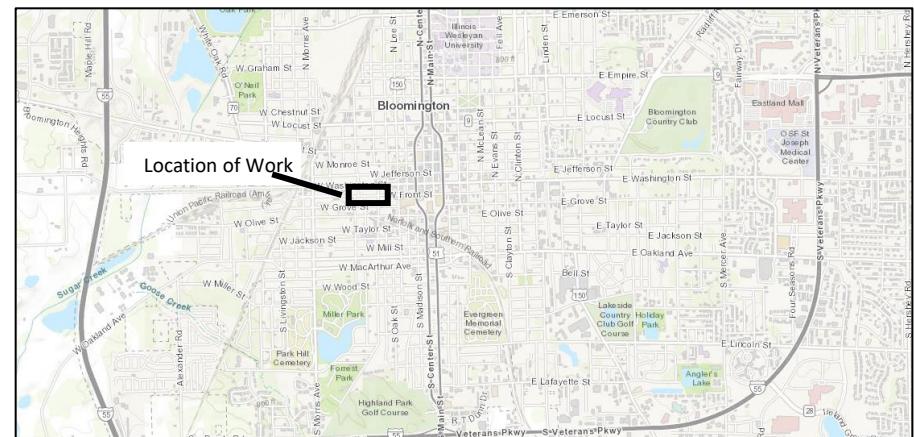
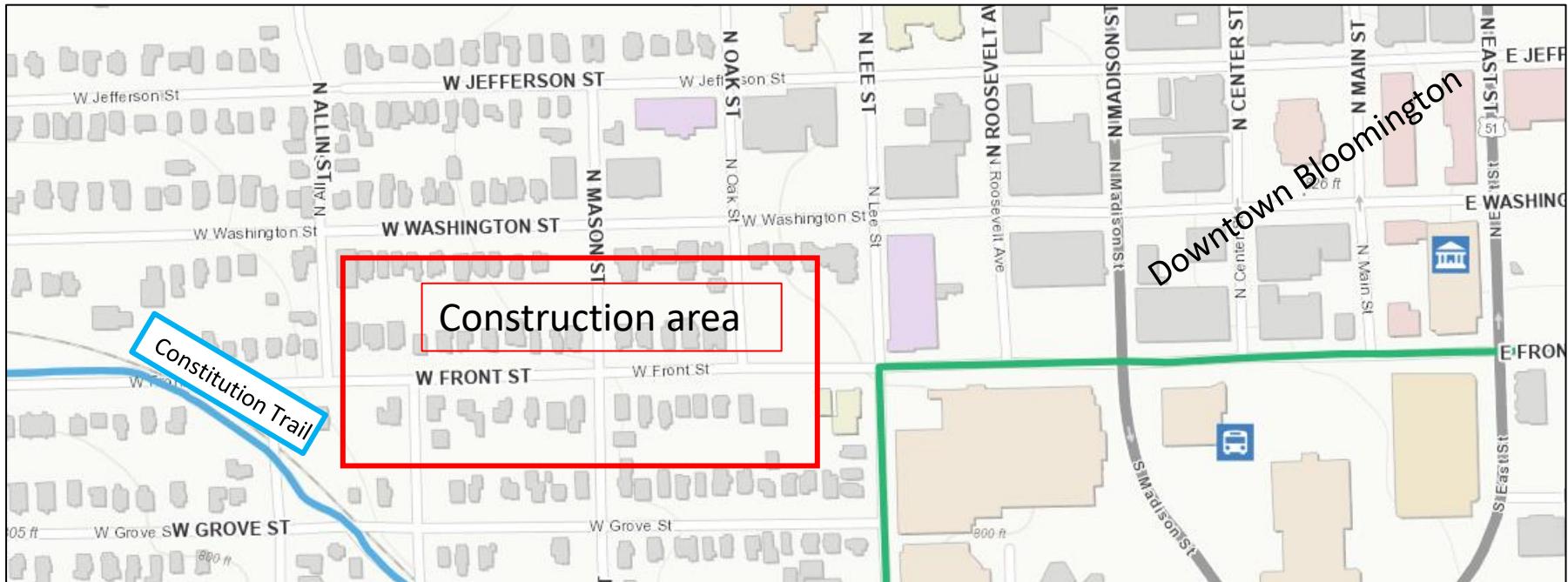
Base Bid						George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	
X	42400410	PORLAND CEMENT CONCRETE SIDEWALK, 8 INCH	350	SF	\$11.85	\$4,147.50	\$17.93	\$6,275.50	
X	44000600	SIDEWALK REMOVAL	5280	SF	\$3.25	\$17,160.00	\$6.07	\$32,049.60	
X	COB21100	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	100	SF	\$6.00	\$600.00	\$16.30	\$1,630.00	
X	COB21110	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	100	SF	\$3.50	\$350.00	\$16.15	\$1,615.00	
X	COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	
X	620	CONTINGENCY	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
Total						\$91,500.50		\$128,290.16	

## ALTERNATE BID

ALTERNATE BID						George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	
X	42400300	PORLAND CEMENT CONCRETE SIDEWALK, 6 INCH	445	SF	\$11.10	\$4,939.50	\$14.50	\$6,452.50	
X	44000600	SIDEWALK REMOVAL	445	SF	\$3.25	\$1,446.25	\$6.07	\$2,701.15	
Total						\$6,385.75		\$9,153.65	

## EVALUATION TABULATION

Invitation to Bid - FY24 CDBG Front Street Sidewalks





## CONSENT AGENDA ITEM NO. 8.N.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** Ward 3 and Ward 4

**SUBJECT:** Consideration and Action on An Ordinance Authorizing Waiving the Formal Bidding Requirements and Approving an Agreement with Donelson Construction Company, LLC, as a Limited Source, for Fiscal Year 2025 Pavement Preservation High-Pressure Slurry Seal Program, in the Amount of \$737,653.20, as requested by the Department of Operations & Engineering Services.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 2a. Better quality roads and sidewalks

**BACKGROUND:** If approved, the City will waive the formal bidding requirements to enter into an agreement with Donelson Construction Company for the FY 2025 Pavement Preservation High-Pressure Slurry Seal Program. Donelson Construction Company is a limited source distributor/applicator of PressurePave for our region. Contingency is included in the agreement 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. The attached preliminary pavement preservation map shows the streets anticipated to be preserved using High-Pressure Slurry Seal in FY 2025.

City staff have researched various pavement preservation products via site visits of current and previously treated roadways in other municipalities and has concluded that this system is an effective method to extend the useful life of our paved roads in limited quantities and specific areas. The PressurePave system is one of the most versatile tools in the pavement preservation industry. Able to preserve pavements many would consider to be candidates for mill and overlay, this hybrid system pressure injects a crack sealant into the pavement while simultaneously applying a thin asphalt overlay. This system is more efficient and cost-effective than many other pavement preservation options. With a price that can be significantly less than the cost of a mill and asphalt overlay, and a 10+ year average surface life, the life cycle cost is ideal for public and private agencies wishing to cut costs or double the number of roadways able to be treated. Additional information is available at: [www.donelsonconstruction.net/pressurepave.html](http://www.donelsonconstruction.net/pressurepave.html).

Information about City streets is maintained in a Geographic Information System (GIS) by the Engineering Division of the Department of Operations and Engineering Services. The condition rating, along with other information, is used to help determine which streets will be preserved each year. In addition, [www.bloomingtonstreets.com](http://www.bloomingtonstreets.com) includes information about

street and sidewalk maintenance, including a complete list and map of planned preservation projects, an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** If approved, the City will enter into an agreement with Donelson Construction Company, LLC, for FY 2025 Pavement Preservation High-Pressure Slurry Seal Program, in the amount of \$737,653.20. This will be paid out of the Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement account (40120200-72530). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 83, 85, 225, 300, 301, and 302.

**AMERICAN RESCUE PLAN FUNDING IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs); and Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system), and Objective TAQ-1.2 (Data-driven transportation infrastructure policy and management)

Respectfully submitted for consideration.

Prepared by: Kimberly Rayburn, Civil Engineer

**ATTACHMENTS:**

[DOES 4B Ordinance](#)

[DOES 4D Sole Source Letter](#)

[DOES 4C Agreement](#)

[DOES 4E Map](#)

**ORDINANCE NO. 2024 - \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH DONELSON CONSTRUCTION COMPANY, LLC, AS A LIMITED SOURCE, FOR FISCAL YEAR 2025 PAVEMENT PRESERVATION HIGH-PRESSURE SLURRY SEAL PROGRAM, IN THE AMOUNT OF \$737,653.20**

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

**WHEREAS**, City staff researched various pavement preservation products via site visits of current and previously treated roadways in other municipalities and has concluded that this system is an effective method to extend the useful life of our paved roads in limited quantities and specific areas; and

**WHEREAS**, Donelson Construction Company, LLC is the sole source distributor/applicator of PressurePave High-Pressure Slurry Seal for our region; and

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an Agreement with Donelson Construction Company, LLC (CONTRACTOR), be approved for the Fiscal Year 2025 Pavement Preservation High-Pressure Slurry Seal Program (PROJECT), in the amount of \$737,653.20; and

**WHEREAS**, PROJECT consists of work necessary to overlay approximately 62,597 square yards of roadway with an asphalt-based sealant, and 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 formal bid requirements are waived for the Fiscal Year 2025 Pavement Preservation High-Pressure Slurry Seal Program

**SECTION 3.** 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 4.** The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

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

**SECTION 6.** This Ordinance shall take effect immediately after its approval and publication as required by law.

**PASSED** this 24th day of June 2024.

**APPROVED** this \_\_\_\_ day of June 2024.

**CITY OF BLOOMINGTON**

**ATTEST**

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Mboka Mwilambwe, Mayor

---

Leslie Smith-Yocum, City Clerk



**Construction  
Company, LLC**

Ph: (417) 743-2694  
Fax: (417) 743-2945  
1075 Wise Hill Road, Clever, MO 65631

June 7, 2024

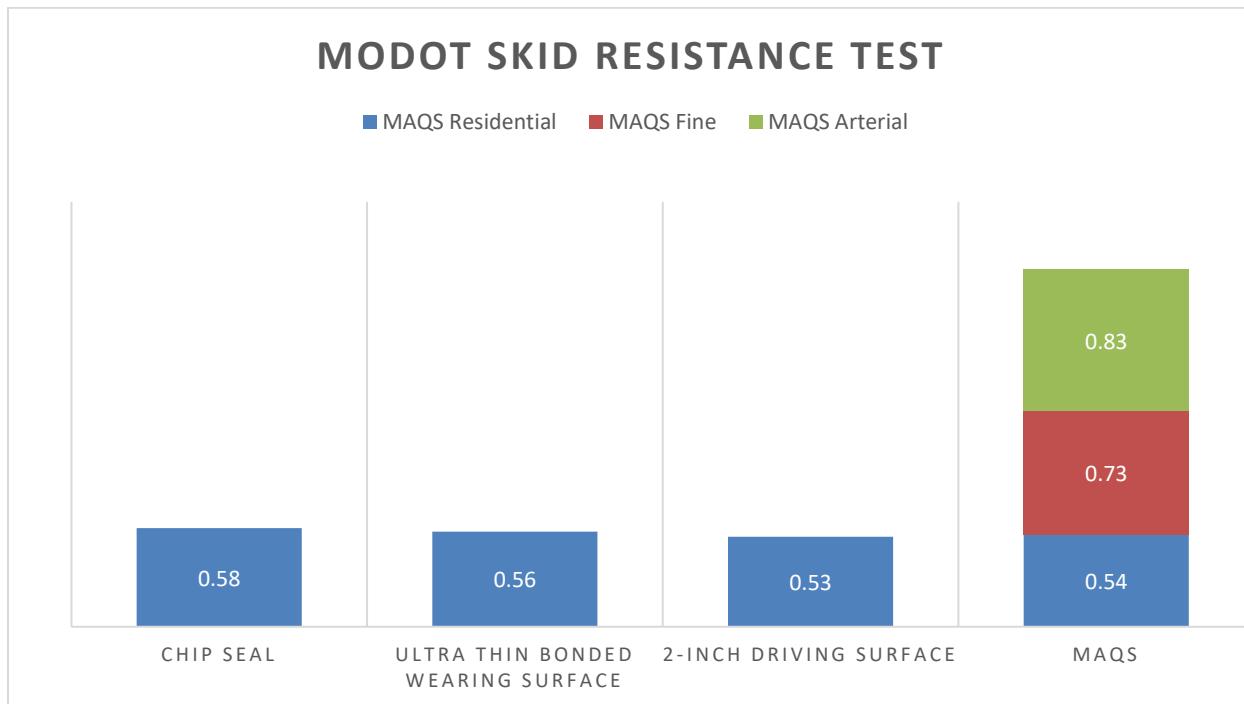
To Whom It May Concern,

Donelson Construction Co., LLC respectfully requests that the MAQS®-PressurePave Surfacing System be treated as a sole-source product for the following reasons:

1. Donelson Construction has invented a proprietary system, materials, and related equipment to uniquely improve the sealing ability of the MAQS® product line of wearing surfaces, known as PressurePave. The MAQS®-PressurePave Surfacing System is unique in the industry as it has the ability to install and cure two completely different products in one simultaneous application. (US Patent No. 9,879,387, US Patent No. 9,260,826, and other patents pending)
2. The topical surface (MAQS®) Donelson has developed and installs is unique to the pavement preservation industry. A patent on this product was applied for and received approval, demonstrating the innovation and superior degree of performance it offers. (Patent No. US7,312,262B2).
3. The MAQS® surface contains crushed aggregate that is unique. The aggregate is composed of a blend of two types of limestone found and produced in the Clever Stone Quarry. The blend is specifically designed to produce desired results mentioned below. Clever Stone Co., Inc. has agreed to manufacture and distribute this aggregate on an exclusive basis to Donelson Construction Company.
4. The gradation and combination of aggregate used by Donelson in the MAQS® surface is proprietary and can be outside of industry standards. Properties achieved are early and long-term surface toughness as well as superior, long-term pavement sealing effectiveness.
5. Use of limestone aggregate in slurry and micro-surfacing seals is commonly known in the industry as unacceptable due to poor wear characteristics resulting in breakdown of skid resistance. This patented aggregate blend produces the only proven safe slurry or micro-surfacing driving surface that uses limestone. This claim is proven through wet pavement skid resistance test results shown on the graph that follows.

The data was produced from testing under the supervision of the Missouri Highway and Transportation Department (MODOT). The new type of mobile equipment that is used for the test more accurately reflects the anti-lock brake systems found on today's modern vehicles. Pavement skid resistance is measured by a single numerical value, measuring from 0 to 1, with 1 being the best skid resistance. The value of 0.5 is known in the industry to be the minimum acceptable value for a safe driving surface.

The test results show that the MAQS® product can be uniquely designed to achieve a wide range of safe driving surfaces, ranging from the minimum, 0.50, to a highly impressive 0.83. Achieving these values, while at the same time providing the other performance characteristics described herein, makes this a highly unique surface treatment.



6. The aggregate, combined with a specific emulsion oil, produces an asphalt mixture with a much higher degree of performance compared to other similar products. This degree of performance is illustrated in two important lab test results, both obtained from International Slurry Surfacing Association Test TB100. A "One Hour Soak Wet Track Test" and a "Six Day Soak Wet Track Test" are used to test a finished surface's adhesion and cohesion properties. In other words, these tests measure the amount of "raveling" or "shredding of stone" one may expect from the new surface. The industry standard allows for a maximum of 50 grams/square foot of aggregate loss, and 75 grams/square foot of aggregate loss for the One Hour and Six Day tests, respectively. Our product often tests at less than 25 grams/square foot for each.

7. The emulsion oil component in Donelson's asphalt mixture is designed specifically for this aggregate. Two components within the emulsion oil are produced and distributed exclusively to Donelson Construction Co. by Donelson Sealant Technologies. (DST- SCA set control agent and DST- Flex performance additive)
8. Donelson Construction has developed a proprietary product, and method to use the same, (MAQS® - Flex) as a large-scale crack sealer. Current industry standards do not have a material specification or method of placement that is comparable.
9. Donelson Construction has invented and patented a unique piece of equipment, a material transfer unit, which is important to the overall operation of the MAQS® -PressurePave process. (US Patent No. 8,033,775B2)
10. Donelson Construction has invented a proprietary piece of equipment, a material dispersal device, which is used to uniformly apply and spread MAQS® -PressurePave material on the road surface. The purpose of the unit's special design allows for new pavement skid resistance to be achieved, even on poorly contoured road profiles. (US Patent No. 9,260,826)
11. Donelson Construction has invented a proprietary piece of equipment, which is used to uniformly apply and spread MAQS® -PressurePave material on a curved road surface (i.e. cul-de-sacs). The purpose of the unit's special design allows for new pavement skid resistance to be achieved, even on poorly contoured road profiles. (US Patent No. 11,060,248 B2)
12. Donelson Construction has developed MAQS® -PressurePave Sealant material. (US Patent Pending)

In summary, Donelson Construction is clearly the only company that is able to manufacture and install these MAQS® -PressurePave products. Thank you in advance for your attention to this matter.

Sincerely,



Michael J. Donelson  
Owner

**CITY OF BLOOMINGTON AGREEMENT WITH**

**FOR**

**THIS AGREEMENT**, dated this \_\_\_\_ day of \_\_\_\_\_, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Donelson Construction Company, LLC (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

**NOW THEREFORE**, the PARTIES agree as follows:

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

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

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

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

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

(hereinafter "REQUEST").

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

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 20. Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all

records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or 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:**

Donelson Construction Company, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If to CITY:**

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR

By:   
Its Managing Member

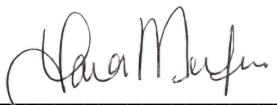
By:   
Its Office Manager

EXHIBIT A  
DESCRIPTION OF SERVICES/WORK PROVIDED

EXHIBIT B  
COSTS/FEES

# **SPECIAL PROVISIONS**

## **FY 2025 – PAVEMENT PRESERVATION HIGH-PRESSURE SLURRY SEAL PROGRAM**

### **City Project 50-01-53199-25-01**

This contract shall be administered, and work shall be completed according to these Special Provisions, the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction", and other referenced specifications.

Coordination of contract documents shall be according to Article 105.05. The following table supplements Article 105.05 and states the version to be used:

Hierarchy of the Contract Documents			
Priority #	Specification Title	Version	Published By
1	Special Provisions	Contract	
2	Plans (see notes in Article 105.05)	Contract	
3	Recurring Special Provisions	January 1, 2024	IDOT
4	Supplemental Specifications	January 1, 2024	IDOT
5	Standard Specifications for Road and Bridge Construction (Standard Specifications)	January 1, 2022	IDOT
6	City of Bloomington Manual of Practice for the Design of Public Improvements	July 25, 2005	COB
7	Illinois Supplement to the National Manual on Uniform Traffic Control Devices	November 2021	IDOT
8	Manual on Uniform Traffic Control Devices (MUTCD)	May 2009 w/ July 2022 Revisions	FHWA
9	Manual of Test Procedures of Materials	December 1, 2021	IDOT

Final clarification of any conflict shall be as directed by the City Engineer.

Within these Special Provisions, references to Sections or Articles 101-1106 refer to the IDOT Standard and Supplemental Specifications (4 and 5 in the above table).

## **DESCRIPTION OF WORK**

This work consists of the placement of high-pressure slurry seal material at the locations as shown on the plans. The work shall include all labor, materials, tools, and equipment necessary for the proper execution and completion of the work as shown in the plans and as specified. It shall also include all work not specifically mentioned but which is reasonably and properly inferable and necessary for the completion of the work.

Maps provided are to be used as a guide. Work to be performed on the City Streets will be marked with white or pink paint by a representative from the City. The paint marks and/or directives given by the Engineer will supersede information provided on maps contained in this contract.

## **CONTRACTOR USE OF FIRE HYDRANTS PROHIBITED**

The Contractor will not be allowed to connect to City fire hydrants to obtain potable water or for any other use, even with a backflow prevention device. Any potable water required for this project shall be obtained without utilizing the City's fire hydrants. As an option, a City of Bloomington potable water bulk dispensing station is located at 603 West Division Street, Bloomington, Illinois. Purchase and transportation of water to the job site shall be incidental to the contract.

## **ADDITION OR DELETION OF STREETS & QUANTITIES**

The City reserves the right to add or remove streets from the list and increase, decrease, add, or delete quantities and pay items in this contract. Any such additions may include an extension of time to the Contractor to complete the work.

## **LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

Add the following after the first paragraph of Article 107.09:

Construction work shall be planned and executed to minimize inconvenience to residents and businesses regarding access to driveways and alleys. Prior notice of at least 48 hours shall be given to residents and businesses prior to removal of access to entrances, driveways, and alleys.

On-street-parking removal creates a hardship for residents and businesses. The contractor shall plan and execute the work to be done so that on street parking removal is no more than a total of twenty-four (24) hours in one area. Parking removal time span starts when "no parking" signs are installed prior to milling a street and ends when the signs have been removed after the final layer of asphalt has been applied.

Pedestrian access shall be maintained in each direction (east/west and north/south) at each intersection. This will require the curb ramp construction to be staggered or temporary curb ramps be built.

## **PROJECT COMPLETION DATE PLUS WORKING DAYS**

All major items of work shall be completed on or before **September 30, 2024**. After **September 30, 2024**, the Contractor shall be allowed **ten (10) working days** to complete minor work items. The Contractor is advised that multiple crews may be needed to complete the work by this deadline. All slurry seal operations shall be complete by September 30, 2024, and all travel lanes shall be open to traffic by that date.

The attention of the CONTRACTOR is directed to Article 108.09 of the STANDARD SPECIFICATIONS, which indicates the schedule of deductions for overruns on the Contract time. Article 108.09 shall apply in the event that the CONTRACTOR fails to complete the project by September 30, 2024.

## **CONTINGENCY**

The contingency item(s) included in the bid shall be used for investigative work or unforeseen issues which may arise during the project. All contingency items shall be at the City's sole discretion. Work shall not proceed until authorized by the City in writing. Any amount not used during the project shall revert back to the City and not be paid to the Contractor.

The City shall also have the option to contract any and all contingency work with a different contractor should it choose to.

The CONTINGENCY work is to be agreed upon by the Contractor and the Engineer as to scope and methods. Payments to the contractor for CONTINGENCY work shall be in accordance with Article 109.04, "Payment for Extra Work", of the Standard Specs, except Article 109.04(B)(4) shall be changed to the following:

"Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed and be in good operating condition. For such equipment, the Contractor will be paid as follows.

Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins.

The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

All prices shall be agreed to in writing before the equipment is used.

Any additional traffic control or bypass pumping required to perform the work will be paid separately on a time and material basis from the CONTINGENCY lump sum line item.

For CONTINGENCY work, a maximum of one hour of mobilization time will be allowed for each additional piece of equipment used at the project site per the following: The hour includes both mobilization and demobilization (half hour for each). Mobilization for equipment brought under its own power will be paid at the equipment rate. Mobilization for equipment transported by trailer or special vehicle will be paid at the truck-trailer combination or special vehicle rates only (not the equipment). A special vehicle includes a truck or van with a lift gate or similar loading device. One mobilization will be paid for multiple pieces of equipment transported on the same trailer or special vehicle at the same time. Mobilization time will be paid once for a multi-day project. Mobilization will not be paid for equipment that is brought to the project site but not used or for equipment already onsite for work on other pay items. Mobilization of small equipment, such as a cut-off saw, plate compactor or vibrator, which can be transported in a pickup truck or van will not be paid. The maximum one-hour mobilization time also applies to the Operating Engineer operating the equipment under its own power or Truck Driver operating a truck-trailer or special vehicle hauling equipment. Mobilization time will not be

paid for any other labor trade or personnel. Travel time for both labor and equipment between small projects that are completed during the same day will be compensated at the labor rate for each trade and at the equipment rate for equipment transported under its own power and at the truck-trailer or special vehicle rate for equipment that is hauled. Stand-by time for equipment, labor, trucks, trailers or special vehicles will not be paid. Unless otherwise authorized, only one pickup truck per project will be measured for payment."

The "MAINTENANCE AND REPAIR TIME & MATERIALS REPORT" included in the proposal packet shall be used to track all work performed under the CONTINGENCY line item and shall be agreed upon and signed by the Contractor and Engineer or his Representative at the end of each workday. The Contractor shall submit invoices to City for all CONTINGENCY work within 45 days. Invoices submitted which do not include a signed report form will not be paid. Changes to a completed and signed report form will not be allowed without prior approval from the Engineer.

## **ADDITIONAL DOCUMENTATION REQUIRED TO BE SUBMITTED WITH BID**

The bidder shall include with their bid:

1. Product name and descriptive literature. Literature shall provide detailed information and show it at least meets the minimum specifications.
2. The manufacturer's certification that the material proposed for use is in compliance with these specification requirements.
3. Current Material Safety Data Sheet (MSDS) for the material.
4. Previous use documentation and test data conclusively demonstrating that the product has been used successfully for a period of at least two years by government agencies such as Cities, Counties, or DOT's.
5. List at least three (3) projects completed using the product with dates, number of square yards treated along with the name and contact information of the manager in charge of each project.
6. Testing data from at least three (3) projects showing that the product has been proven to perform, as required, through field testing by an independent testing laboratory as to the required change in the asphalt binder viscosity and penetration number.

## **Material Specifications for PressurePave-MAQS® Surfacing System**

(United States Patent 9,260,826 B2)

(United States Patent 7,312,262 B2)

(United States Patent 9,879,387 B2)

(United States Patent 11,060,248 B2)

### **1.0 Description**

1.1 This work shall consist of the simultaneous application of PressurePave Sealant Material (PSM) and Modified Aggregate Quick Set (MAQS®) slurry surfacing to asphaltic pavement surfaces and related preparation. PSM shall consist of modified asphaltic emulsion, mineral aggregate, additives and water.

The MAQS mixture shall consist of a cationic latex modified asphaltic emulsion, mineral aggregate, Portland cement, set-control additives and water. Both mixtures shall be properly transported, proportioned, mixed and evenly spread on the asphaltic pavement

surface in strict accordance with the plans, these specifications and as directed by the City. Both mixtures shall simultaneously cure to provide a new surface that is uniform and homogeneous in appearance, substantially fills all cracks, and adheres firmly to the existing surface.

## **2.0 Materials**

2.1 PressurePave Sealant Material. PressurePave Sealant Material shall consist of modified asphaltic emulsion, mineral aggregate, additives and water. PSM shall be supplied by Donelson Sealant Technologies, Clever, MO per manufacturers specifications.

### **2.2 MAQS Surfacing Material**

2.2.1 Latex Modified Asphalt Emulsion. The asphalt shall be a latex modified grade CSS-1h emulsified asphalt. The asphalt shall be modified with DST-SCA, set control agent from Donelson Sealant Technologies, Clever, MO to achieve the performance requirements of paragraph 3.0 contained herein.

#### **2.2.2 Mineral Aggregate**

2.2.2.1 The mineral aggregate used shall be of the type and grade for the particular use of the MAQS surface. The aggregate shall be manufactured crushed Burlington limestone, from Clever Stone Company, Inc., located in Clever, Missouri.

2.2.2.2 The aggregate shall be proportioned such that two portions shall be used, one with a higher abrasion resistance than the second portion. The first portion shall be provided such that 45-55%, by weight, shall be used; the second portion shall be provided such that the balance, or 45-55%, by weight, shall be used.

2.2.2.3 Aggregate used for this project shall conform to the following requirements when tested in accordance with the specified test methods:

<u>TEST</u>	<u>METHOD</u>	<u>REQUIREMENT</u>
Sand Equivalent	ASTM D 2419	65 minimum
Abrasion Resistance after 500 revolutions		
Portion 1	ASTM C 131	17-23%
Portion 2	ASTM C 131	26-34%

Soundness of Aggregates by use of Sodium Sulfate, 5 cycles      ASTM C 88      2% maximum

2.2.3 Mineral Filler. The Portland Cement mineral filler shall be any recognized brand of non-air entrained Type I Portland cement and shall be mixed at a rate between 0.25% and 2.0% by the weight of dry aggregate.

2.2.4 Water. The water shall be potable, free of harmful soluble salts, and shall be added in an amount to provide proper consistency.

2.2.5 DST-Flex field additive. To improve the flexibility and moisture resistance of the composition, DST-Flex field additive shall be added on job site as needed. DST-Flex shall be added to the mixture by methods and in quantities as recommended by the manufacturer, Donelson Sealant Technologies.

2.2.6 DST-CE additive. To enhance the black appearance of the finished surface, DST-CE may be added to the mixture by methods and in quantities as recommended by the manufacturer, Donelson Sealant Technologies.

### **3.0 Composition of MAQS Surfacing Mixture**

3.1 The proposed MAQS mixture to be used for this project shall conform to the requirements specified when tested in accordance with the following tests. The residual asphalt content for these tests shall be 8.3% for MAQS-2, and 7.5% for MAQS-3. The emulsion design (i.e. surfactant content, surfactant solution ph, etc.) shall remain constant throughout all of the tests below, and shall not be altered from this design for project installation without consent of the City.

<u>ISSA TEST</u>	<u>DESCRIPTION</u>	<u>REQUIREMENT</u>
Deep Dish Test	Cure time/strength	30 minutes: 5.5 mm
Method		60 minutes: 4.0 mm
		90 minutes: 3.5 mm

TB 139	Wet Cohesion	
	30 minutes (set time)	18 kg-cm minimum
	60 minutes (traffic time)	20 kg-cm min. (Or near spin)
TB 109	Excess Asphalt	30 g/ft <sup>2</sup> maximum
TB 114	Wet Stripping	Pass (90% minimum)
TB 100	Wet Track Abrasion  (For MAQS-3 a 3/8-inch mold shall be used)	
	One hour soak, loss	20 g/ft <sup>2</sup> maximum
	Six day soak, loss	30 g/ft <sup>2</sup> maximum
TB 113	Mix Time @ 25C (77F)	Controllable to 280 seconds, minimum
TB 147	Measurement of Stability	
	Lateral Displacement	1% maximum
	Vertical Displacement	5% maximum

3.2 A mix design report shall be reported on an independently owned and operated testing laboratory's letterhead, demonstrating compliance with the performance tests.

#### **4.0 Application**

4.1 PSM material shall be delivered to the road surface per PSM manufacturers specifications and by pressurized injection methods and equipment described in United States Patent 9,879,387 B2, and United States Patent 9,260,826 B2.

##### **4.2 Spreading of Mixtures.**

4.2.1 PSM material shall be applied first, immediately followed by installation of MAQS material, essentially allowing for a simultaneous application and cure of both.

4.2.2 Cul-de-sacs. PSM material shall only be applied in areas where feasible. In cul-de-sacs that are without central unpaved areas (islands), MAQS surfacing material shall be applied via spreader box only. Hand application of material shall only be allowed in areas consistent with normal spreader box application techniques (transverse and longitudinal joints). In cul-de-sacs, including those that contain unpaved islands, the

spreader box pass following the outer arc of the cul-de-sac shall be achieved in a single continuous manner without stopping.

#### 4.3 Application Rate.

4.3.1 PSM. PSM material shall be applied at a rate consistent with PSM manufacturers specifications.

4.3.2 MAQS-2. Single lift applications of MAQS material shall be applied in one (1) lift of 17-22 pounds per square yard of the dry mass of the mineral aggregate.

4.3.3 MAQS-3. Single lift applications of MAQS material shall be applied in one (1) lift of 24-30 pounds per square yard of the dry mass of the mineral aggregate.

4.3.4 MAQS-Flex. At the discretion and under direction of the City, areas designated shall be applied with MAQS treated with DST-Flex field additive.

### **5.0 Work Experience and Workmanship**

5.1 The Contractor shall be required to have at least two (2) years of work experience in the application of these precise materials, methods of placement, and scope of work as described herein.

### **6.0 Method of Measurement and Basis of Payment**

6.1 Measurements for the payment of PSM, MAQS-1, MAQS-2, MAQS-3 and MAQS-FlexScratch surfacing will be made to the nearest square yard.

## **STREET SWEEPING AND CLEANING**

This item includes sweeping and cleaning of all streets in which a treatment is to be applied, prior to the treatment, with labor and equipment supplied by the contractor. Prior to the treatment, the contractor may, at times, be required to use a power blower or hand sweeper to remove small amounts of debris which may have accumulated after the sweeper has cleaned the street or in areas missed by the sweeper, such as where a vehicle may have been parked. No additional compensation will be allowed for such cleaning.

This item will be paid for at the contract unit price of STREET SWEEPING AND CLEANING.

## **RESIDENT NOTIFICATION**

This item includes public notification of the upcoming construction activities. Notification to consist of placing approximately 12 to 15 informational boxes on barricades adjacent streets where activities will be performed and as directed by the Engineer. In addition, all residential, commercial, and public properties adjacent to impacted streets shall receive an informational sheet (hand delivered) outlining the forthcoming activities and

information related to the product. Handouts to be at each information box location, hand delivered to each property adjacent the work locations, as well as on vehicles parked along the streets. The City will prepare and reproduce the informational sheet to be utilized by the Contractor. Notification to be performed five (5) business days prior to high-pressure slurry seal activities.

General location maps for the notification areas are provided in the contract. Some streets have specific address highlighted in which notification is to be given only to these addresses. If no specific addresses are given, all adjacent properties shall be given notification.

This item will be paid for at the contract unit price of RESIDENT NOTIFICATION.

## **TRAFFIC CONTROL & SAFETY**

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic. Cure time shall be no longer than 90 minutes. Traffic along Fairway Dr must be maintained at all times, therefore, the Contractor shall apply PressurePave Sealant Material to one (1) lane of traffic at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. Access to adjacent properties shall be maintained during the application. The Contractor shall be responsible for all traffic control and signing required to allow safe travel. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is in place.

Traffic Control shall be maintained throughout the project in accordance with the various City, State and Federal regulations and agreements attached hereto.

The procedures and guidelines set forth in Chapter 6 of "Traffic Controls for Highway Construction and Maintenance Operations" of the Manual of Uniform Traffic Control Devices for Streets and Highways shall be followed to the fullest extent.

Local vehicular and pedestrian traffic shall be maintained throughout the project in accordance with the latest version of these Standards 701306, 701501, 701502, 701601, 701602, 701606, 701701, 701801, and 701901, which are included in this Contract.

The Contractor shall notify the City Engineer of an impending street closure prior to beginning work and after the street is clear. No streets shall be closed without prior notice to and the approval of the City Engineer.

The Contractor shall be responsible for the placement of "No Parking" signs; and vehicle relocation when necessary. An example of "No Parking" signs are included in the contract documents.

The work shall include all material, equipment, and labor to complete the item and shall be incidental to the contract.

## **APPROVAL OF PROPOSED USE AREAS**

Add the following to the requirements of Article 107.22:

“The Contractor shall be responsible for restoring the approved use area to its original state prior to vacating the area. Restoration of the use area to its original state is the sole responsibility of the Contractor and will come at no cost to the City.”

“The Contractor shall be responsible for obtaining proposed use areas. Proposed areas shall not be supplied by the City nor will the proposed areas be City property.”

## **BASIS OF PAYMENTS**

High-Pressure Slurry Seal shall be measured by the square yard of material in place and will be paid for at the contract unit price for MAQS-2 per square yard.

High-Pressure Scratch shall be measured by the square yard of material in place and will be paid for at the contract unit price for MAQS-FLEXSCRATCH per square yard.

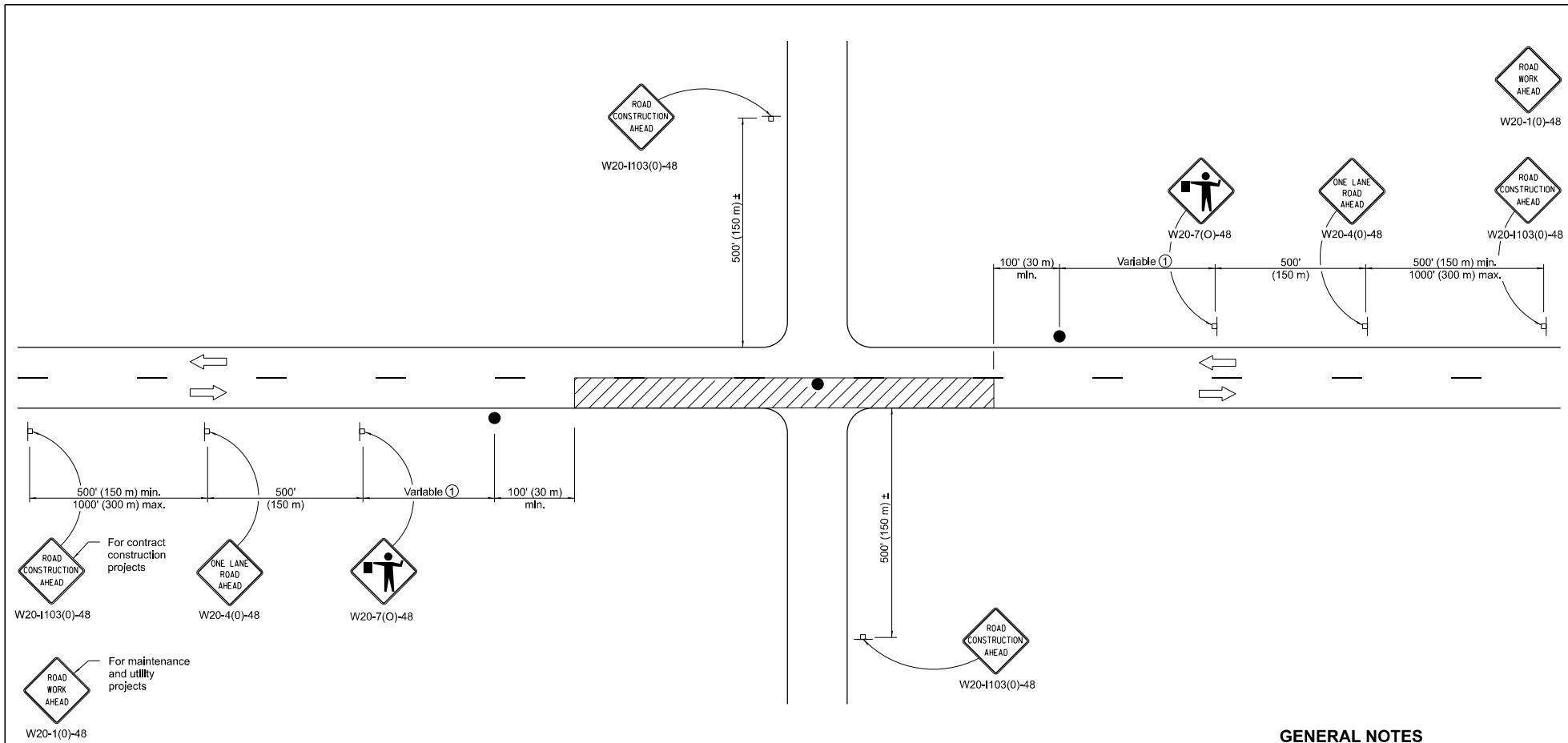
Street Sweeping and Cleaning prior to application of the High-Pressure Slurry Seal will be paid for at the contract unit price for STREET SWEEPING AND CLEANING per lump sum.

Resident Notification will be paid for at the contract unit price for RESIDENT NOTIFICATION per lump sum.

Traffic Control & Safety will be paid for at the contract unit price for TRAFFIC CONTROL & SAFETY per lump sum.

Prices shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required. Work not indicated for payment in this section will not be paid separately but shall be considered incidental to the contract.

**\*\*\* END OF SPECIAL PROVISIONS \*\*\***



### TYPICAL APPLICATIONS

Bituminous resurfacing  
Milling operations  
Utility operations  
Shoulder operations

### SYMBOLS

- Work area
- Sign on portable or permanent support
- Flagger with traffic control sign

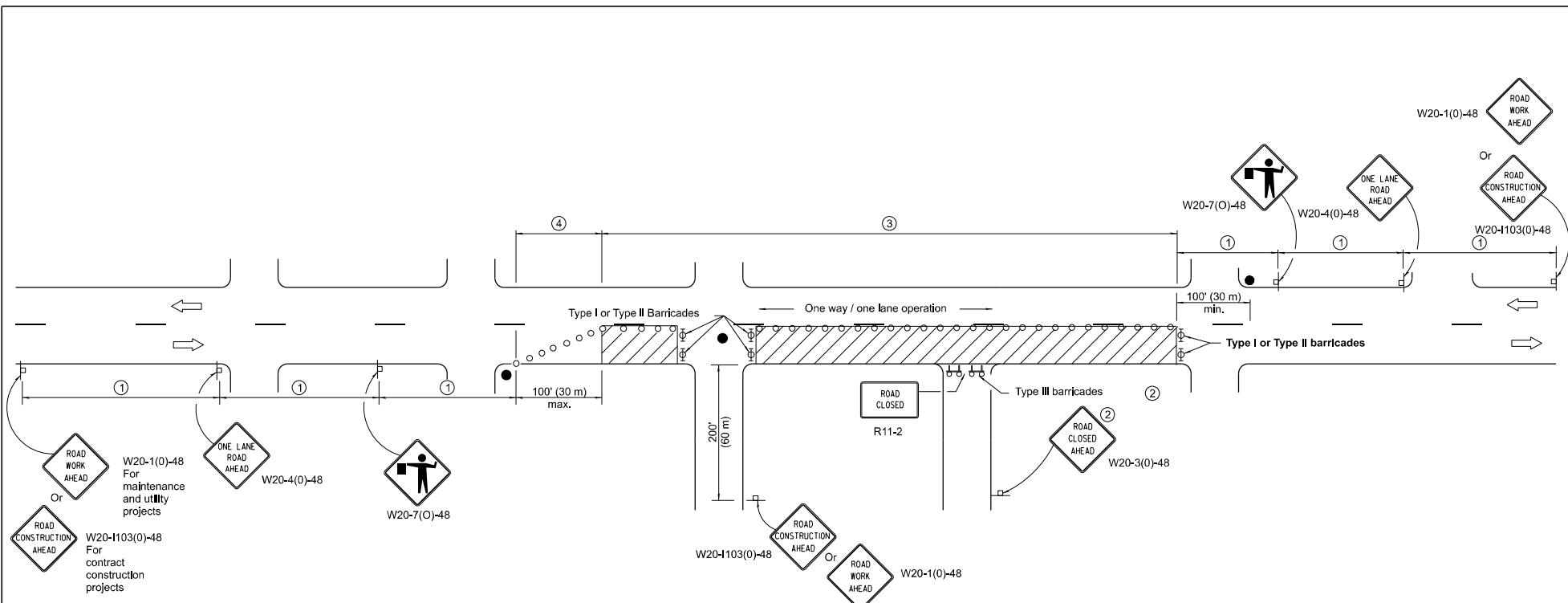
① Minimum distance is 200' (60 m). Maximum distance to be determined by the Engineer but should not exceed  $\frac{1}{2}$  the length required for one normal working day's operation or 2 miles (3200 m), whichever is less.

	Illinois Department of Transportation
APPROVED:	January 1, 2018
ENGINEER OF SAFETY PROG. AND ENGINEERING	
APPROVED:	January 1, 2018
ENGINEER OF DESIGN AND ENVIRONMENT	

Ref-1 CDRSS

DATE	REVISIONS	LANE CLOSURE, 2L, 2W, SLOW MOVING OPERATIONS DAY ONLY, FOR SPEEDS $\geq$ 45 MPH
1-1-18	Revised lower speed limit for operation to $\frac{1}{2}$ mph.	
1-1-11	Revised flagger sign.	

STANDARD 701306-04



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

## SYMBOLS

	Work area	 Refer to SIGN SPACING TABLE for distances.
	Cone, drum or barricade (not required for moving operations)	 For approved sideroad closures.
	Sign on portable or permanent support	 Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
	Flagger with traffic control sign	
	Barricade or drum with flashing light	
	Type III barricade with flashing lights	 Cones, drums or barricades at 20' (6 m) centers.

Illinois Department of Transportation		
APPROVED	January 1	2011
<u>Janice A. Sizemore</u>		
<u>ENGINEER OF SAFETY ENGINEERING</u>		
APPROVED	January 1	2011
<u>Scott S. Sizemore</u>		
<u>ENGINEER OF DESIGN AND EQUIPMENT</u>		

DATE	REVISIONS	URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED
1-1-11	Revised flagger sign.	
1-1-09	Switched units to English (metric).	
	Corrected sign No.s.	STANDARD 701501-06

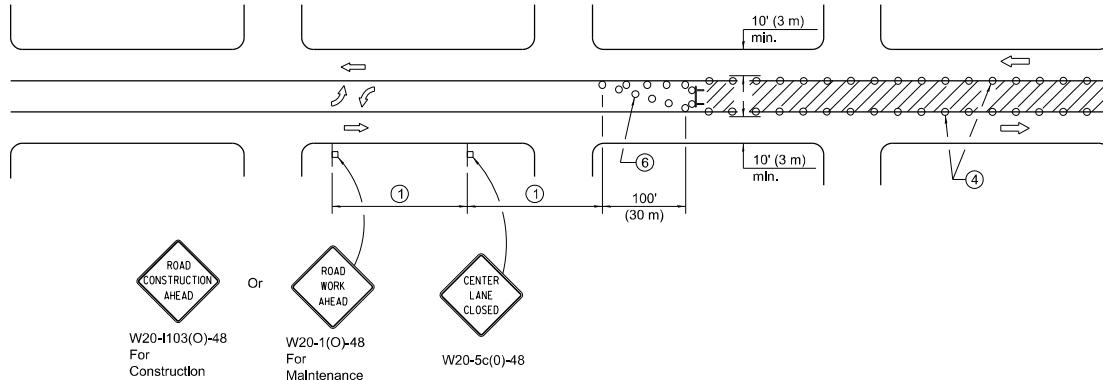
## **GENERAL NOTES**

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

## URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED

STANDARD 701501-06



### CASE I

(Signs required for both directions)

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

### SYMBOLS

- Work area
- Barricade or drum with flashing light
- Flagger with traffic control sign
- Cone, drum or barricade
- Sign on portable or permanent support
- Type III barricade with flashing lights

	Illinois Department of Transportation
APPROVED	January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING	
APPROVED	January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT	

1-1-19 CDRSS

- ① Refer to SIGN SPACING TABLE for distances.
- ② Required for speeds > 40 mph (70 km/h).
- ③ Required if work exceeds 500' (164 m) or 1 block.
- ④ Cones at 25' (8 m) centers for 250' (75 m) on approach. Additional cones may be placed at 50' (15 m) centers. When drums or type I or II barricades are used, the interval between devices may be doubled.
- ⑤ For approved sideroad closures.
- ⑥ Cones, drums or barricades at 20' (6 m) centers in taper.
- ⑦ Use flagger sign only when flagger is present.

### GENERAL NOTES

This Standard is used to close one lane of an urban, two lane, two way roadway with a bidirectional turn lane.

Case I applies when no workers are present. When workers are present, two lanes shall be closed and traffic control shall be according to Standard 701501.

Calculate L as follows:

#### SPEED LIMIT

#### FORMULAS

$$40 \text{ mph (70 km/h)} \text{ or less: } L = \frac{WS^2}{60} \quad L = \frac{WS^2}{150}$$

$$45 \text{ mph (80 km/h)} \text{ or greater: } L = (W)(S) \quad L = 0.65(W)(S)$$

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

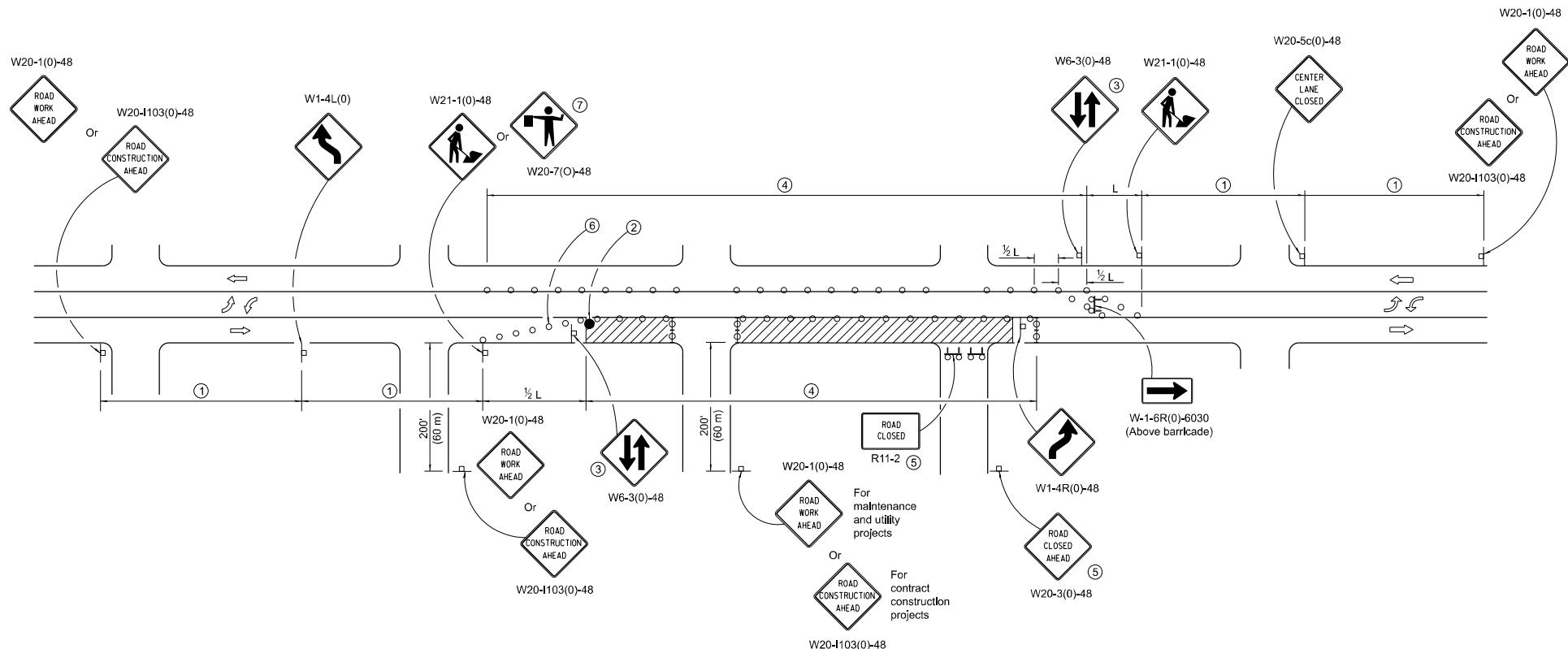
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-19	Revised to allow cones at night.
1-1-18	Corrected sign number for TWO WAY TRAFFIC sign for CASE II.

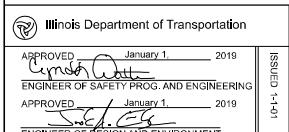
### URBAN LANE CLOSURE, 2L, 2W, WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 1 of 2)

STANDARD 701502-09



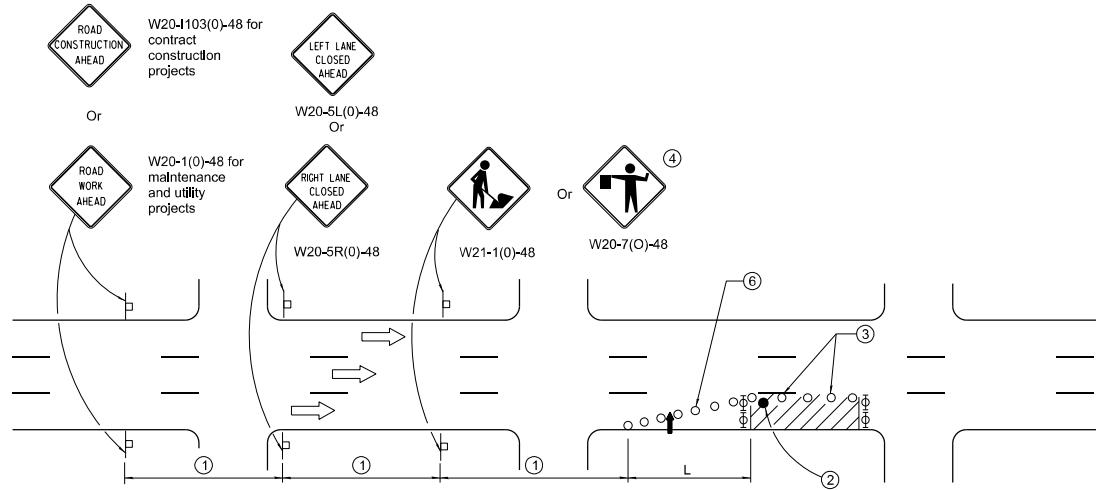
### **CASE II**



**URBAN LANE CLOSURE,  
2L, 2W, WITH BIDIRECTIONAL  
LEFT TURN LANE**

(Sheet 2 of 2)

STANDARD 701502-09



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

#### SYMBOLS

- ↑ Arrow board
- Cone, drum or barricade
- ▢ Sign on portable or permanent support
- ▨ Work area
- ∅ Barricade or drum with flashing light
- ▢ Type III barricade with flashing lights
- Flagger with traffic control sign.

- ① Refer to SIGN SPACING TABLE for distances.
- ② Required for speeds > 40 MPH
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Use flagger sign only when flagger is present.
- ⑤ For approved shoulder closures.
- ⑥ Cones, drums or barricades at 20' (6 m) in taper.

Illinois Department of Transportation	
APPROVED	January 1, 2014
<i>[Signature]</i>	CD-11
ENGINEER OF SAFETY ENGINEERING	
APPROVED	January 1, 2014
<i>[Signature]</i>	CD-11
ENGINEER OF DESIGN AND ENVIRONMENT	

#### GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement during shoulder operations or where construction requires lane closures in urban areas.

Calculate L as follows:

#### SPEED LIMIT

#### FORMULAS

English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$ $L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = (W)(S)$ $L = 0.65(W)(S)$

W = Width of offset.  
In feet (meters).

S = Normal posted speed  
mph (km/h).

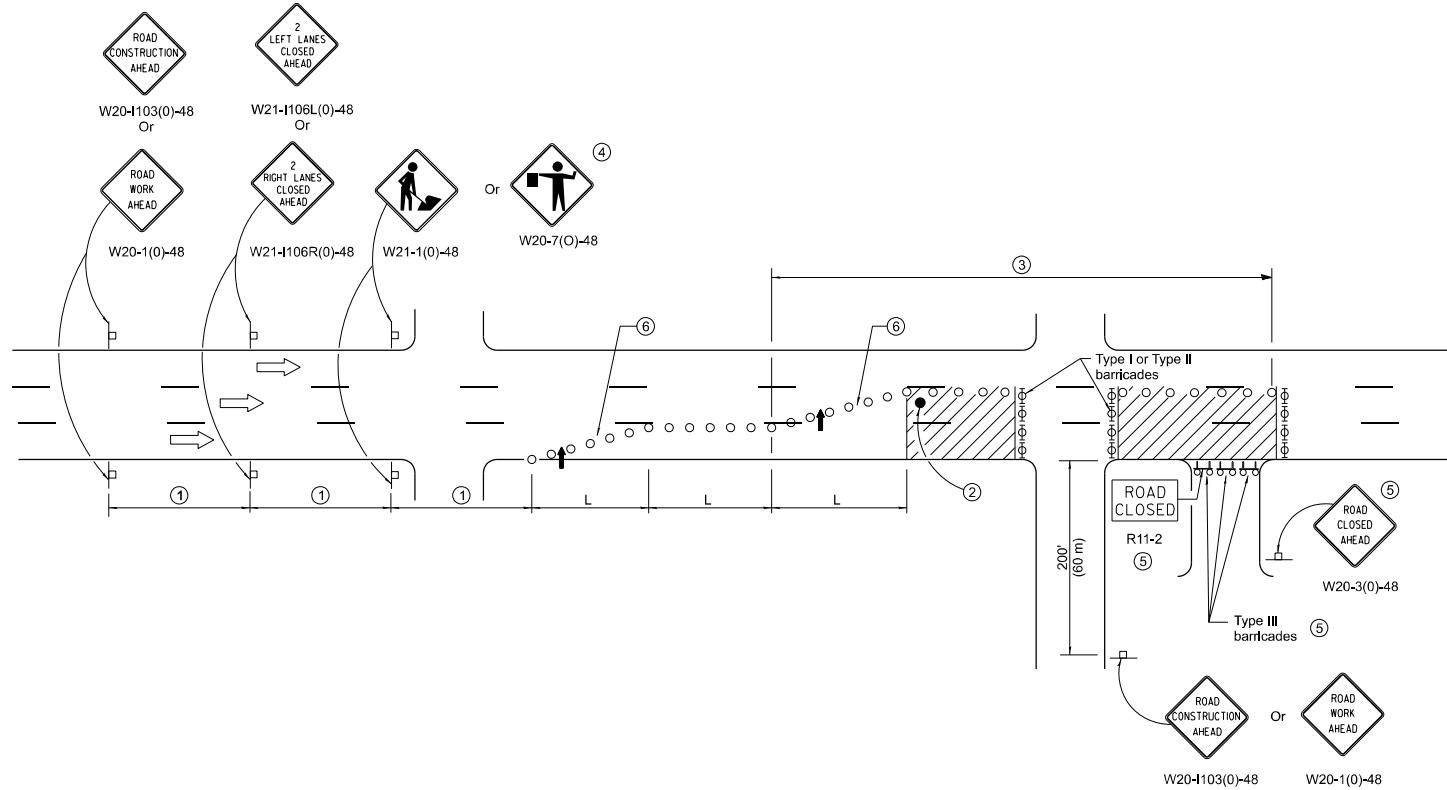
All dimensions are in inches (millimeters)  
unless otherwise shown.

#### URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN

(Sheet 1 of 2)

STANDARD 701601-09

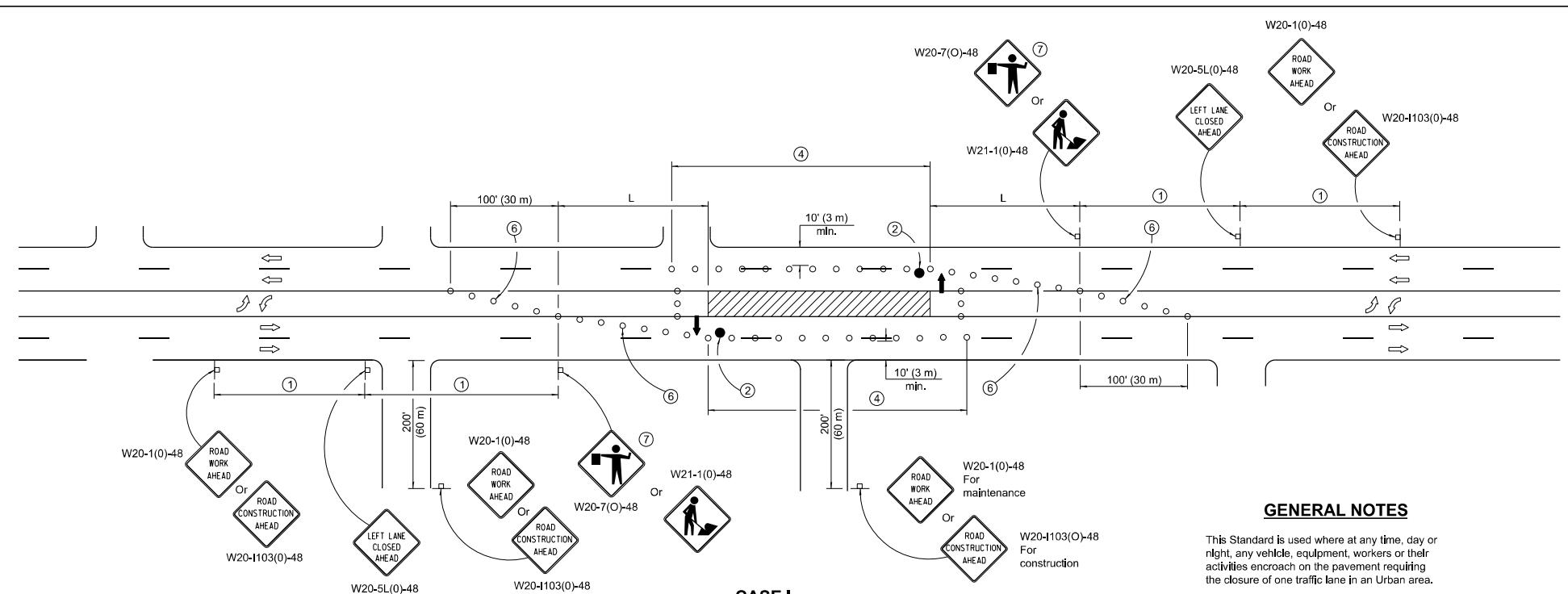
DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.



Illinois Department of Transportation	
APPROVED	January 1, 2014
<i>Janice D. Dugay</i>	CDRSI
ENGINEER OF SAFETY ENGINEERING	
APPROVED	January 1, 2014
<i>J. R. R.</i>	CDRSI
ENGINEER OF DESIGN AND ENVIRONMENT	

**URBAN LANE CLOSURE,  
MULTILANE, 1W OR 2W WITH  
NONTRAVERSABLE MEDIAN**  
(Sheet 2 of 2)

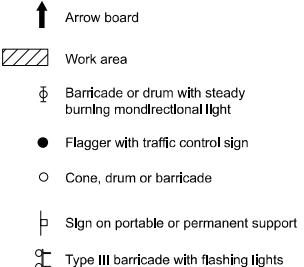
STANDARD 701601-09



## ASE I

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

## **SYMBOLS**



- ① Refer to SIGN SPACING TABLE for distances.
- ② Required for speeds > 40 mph (70 km/h).
- ③ Required if work exceeds 500' (164 m) or 1 block, repeat every 1 mile (1.6 km).
- ④ Cones at 25' (8 m) centers for 250' (75 m) on approach. Additional cones may be placed at 50' (15 m) centers. When drums or type I or II barricades are used, the interval between devices may be doubled.
- ⑤ For approved shoulder closures.
- ⑥ Cones, drums or barricades at 20' (6 m) centers in taper.
- ⑦ Use flagger sign only when flagger is present.

## **GENERAL NOTES**

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an Urban area.

If the work operation is performed between 9:00 a.m. and 3:00 p.m. and does not exceed 15 min. traffic protection shall be as shown for Standard 701426.

Calculate L as follows

## FORMULAS

<b>English</b>	<b>(Metric)</b>
$L = \frac{WS^2}{2g}$	$L = \frac{WS^2}{15g}$

$$L = 0.65(W)(S)$$

W = Width of offset  
In feet (meters).

S = Normal posted speed  
mph (km/h).

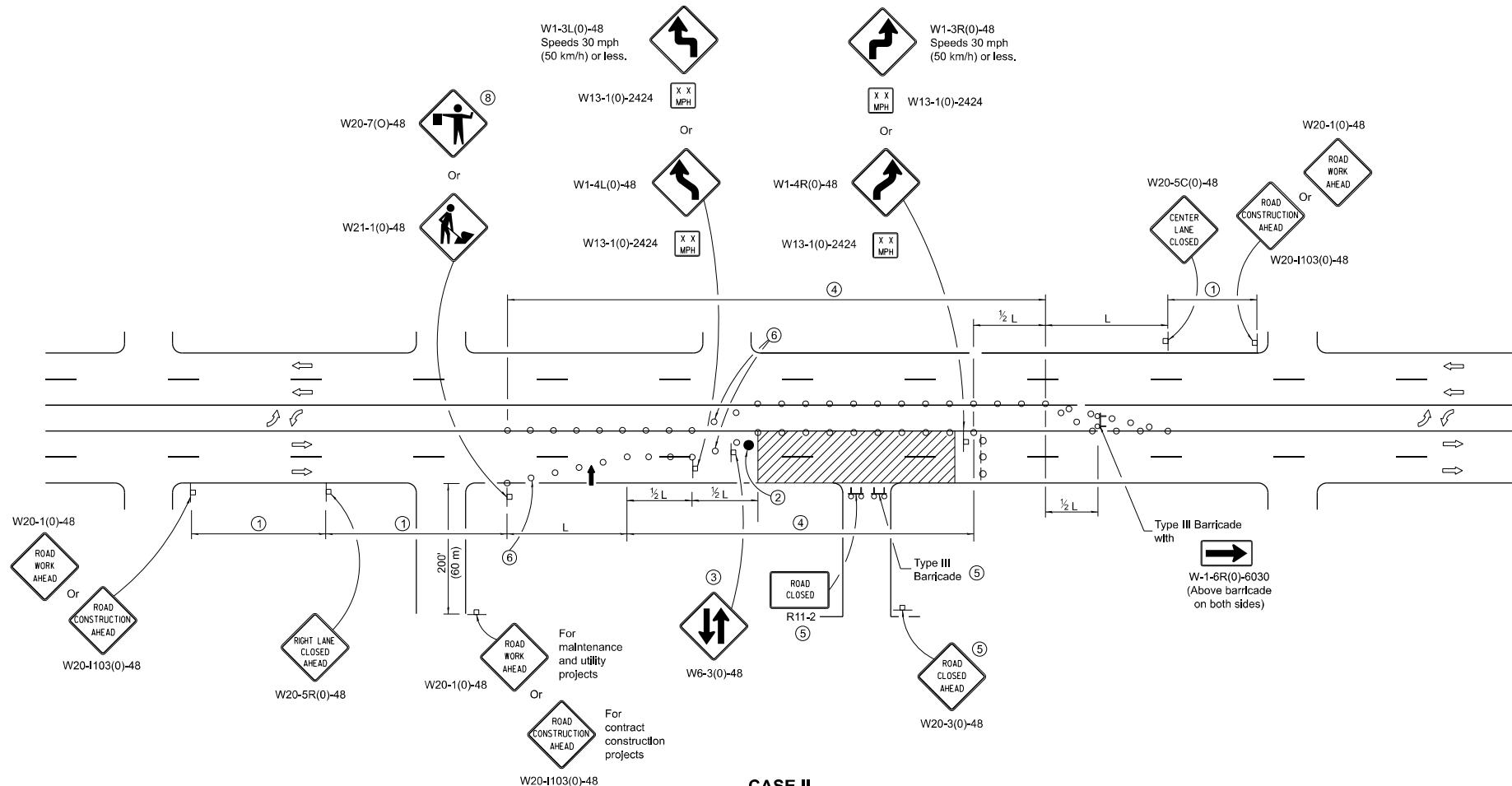
All dimensions are in inches (millimeters) unless otherwise shown.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-19	Revised to allow cones at night.
1-1-18	Moved arrow boards into closed lanes for CASE I.

**URBAN LANE CLOSURE,  
MULTILANE, 2W WITH  
DIRECTIONAL LEFT TURN LANE**

STANDARD 701602-10

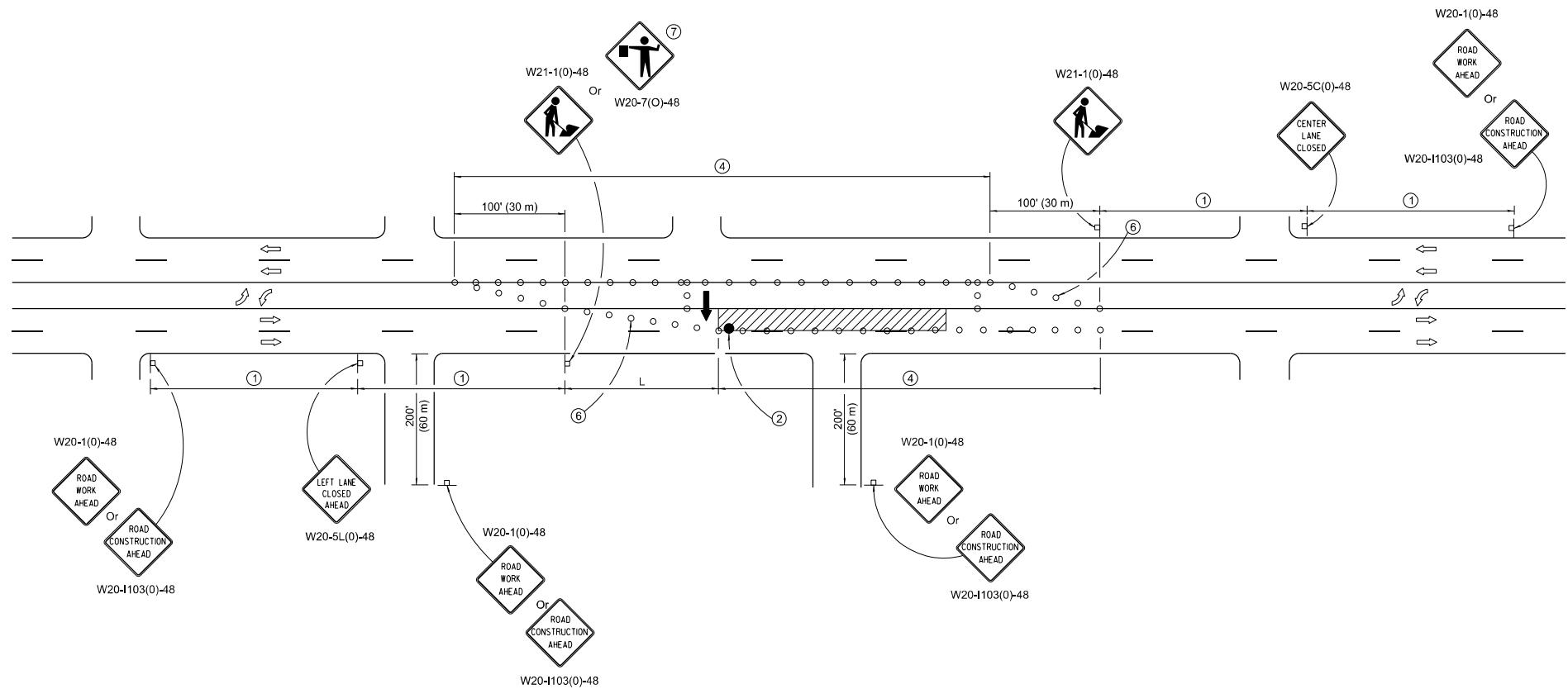


	Illinois Department of Transportation
APPROVED <i>Cynthia Ditt</i>	January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING	
APPROVED <i>J. G. G.</i>	January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT	

63-1-1-1 CDR/SL

URBAN LANE CLOSURE,  
MULTILANE, 2W WITH  
BIDIRECTIONAL LEFT TURN LANE  
(Sheet 2 of 4)

STANDARD 701602-10



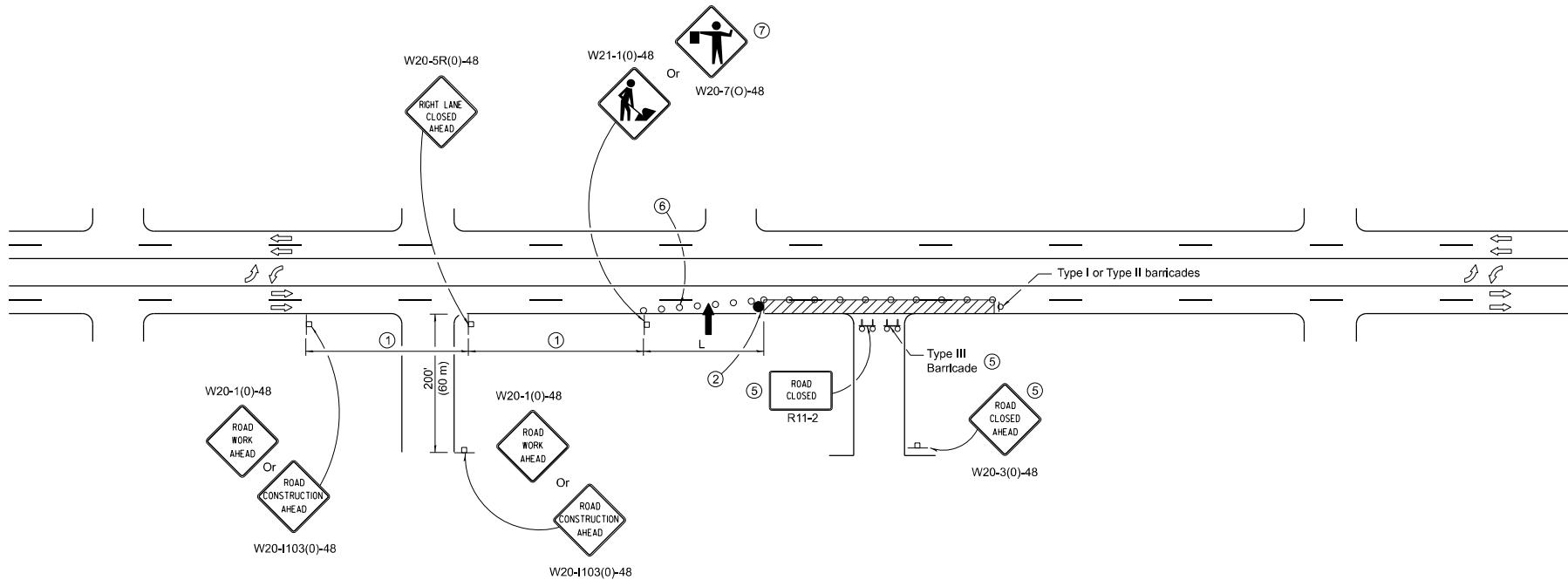
**CASE III**

	Illinois Department of Transportation
APPROVED <i>Cynthia Ditt</i>	January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING	
APPROVED <i>J. G.</i>	January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT	

63-1-1- CDRSS1

**URBAN LANE CLOSURE,  
MULTILANE, 2W WITH  
BIDIRECTIONAL LEFT TURN LANE**  
(Sheet 3 of 4)

**STANDARD 701602-10**

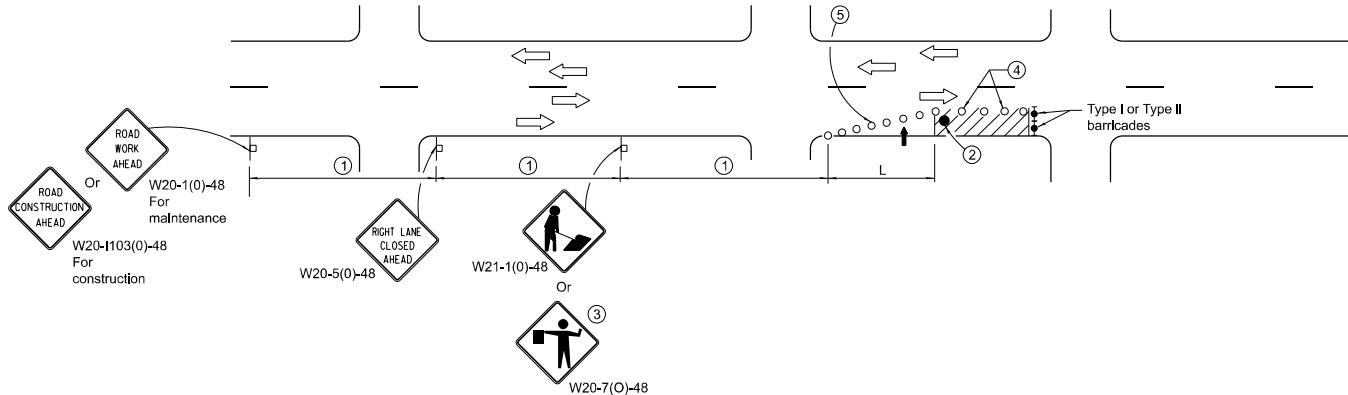


CASE IV

	Illinois Department of Transportation
APPROVED 	January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING	CDRSI
APPROVED 	January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT	CDRSI

**URBAN LANE CLOSURE,  
MULTILANE, 2W WITH  
BIDIRECTIONAL LEFT TURN LANE**  
(Sheet 4 of 4)

**STANDARD 701602-10**



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

## **SYMBOLS**

- ↑ Arrow board
- Cone, drum or barricade
- ▢ Sign on portable or permanent support
-  Work area
- Barricade or drum with flashing light
- Flagger with traffic control sign.

- ① Refer to SIGN SPACING TABLE for distances.
- ② Required for speeds > 40 mph.
- ③ Use flagger sign only when flagger is present.
- ④ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ⑤ Cones, drums or barricades at 20' (6 m) centers in taper.

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an Urban area.

Calculate L as follows

## SPEED LIMI

$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
-----------------------	------------------------

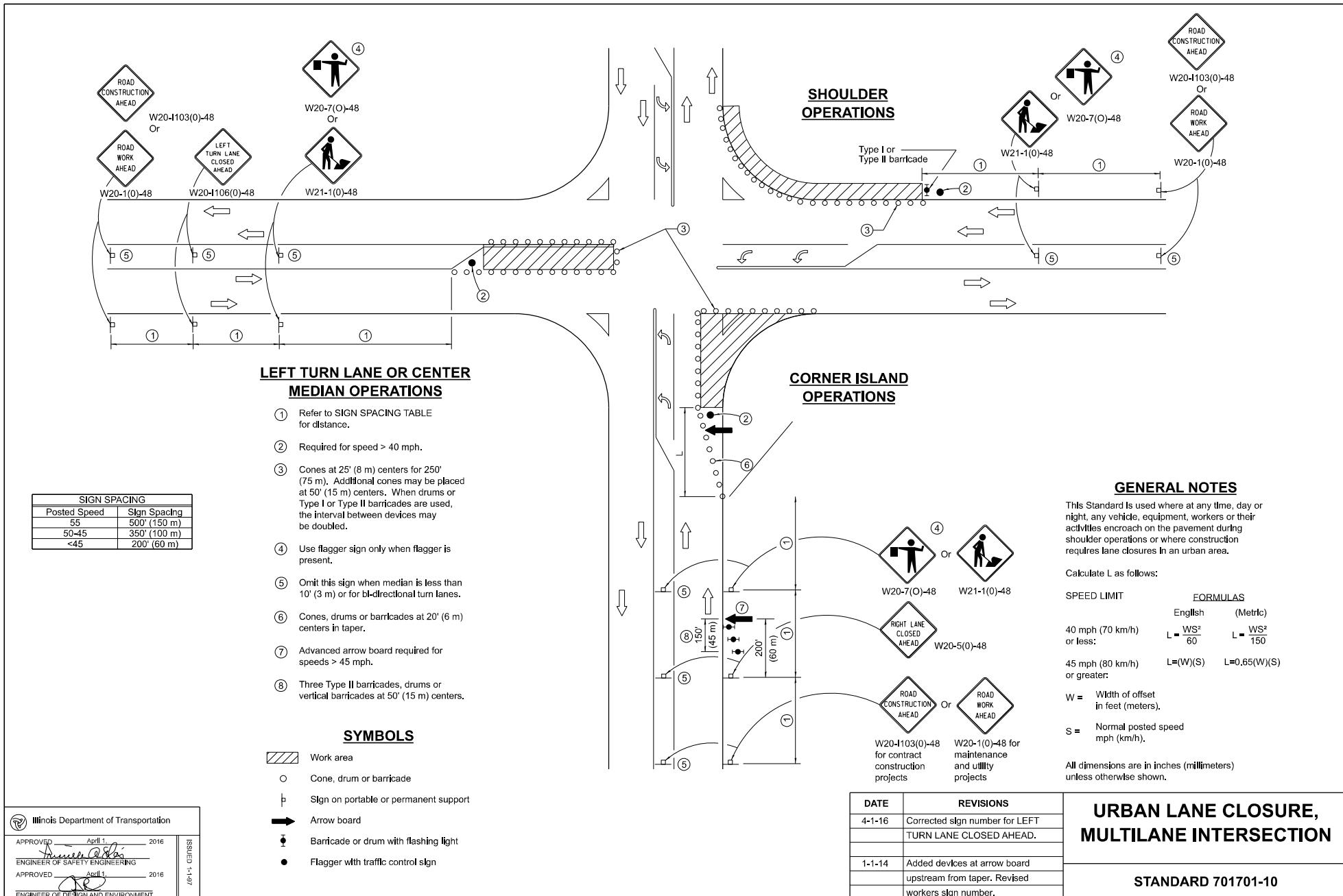
or greater:

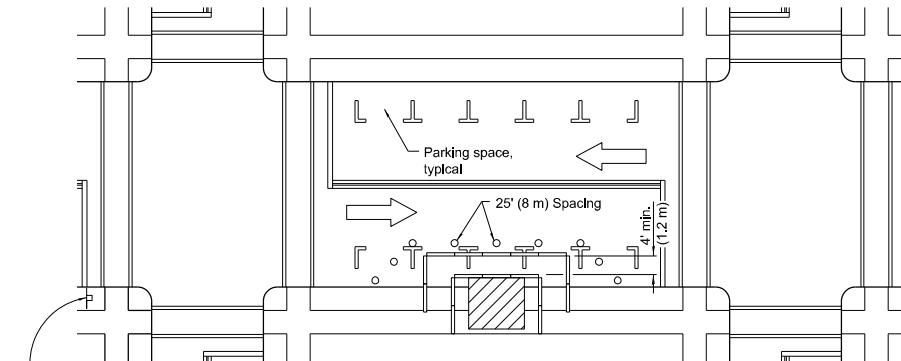
**S** = Normal posted speed  
mph (km/h)

All dimensions are in inches (millimeters) unless otherwise shown.

	Illinois Department of Transportation	
APPROVED	January 1	2015
<u>Janice A. Orlitz</u>		
ENGINEER OF SAFETY ENGINEERING		
APPROVED	January 1	2015
ENGINEER OF HIGHWAY ENVIRONMENT		

REVISIONS		URBAN SINGLE LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN
1-1-15	Renamed standard. Moved case on Sheet 2 to new Highway Standard.	
1-1-14	Revised workers slgn number to agree with current MUTCD.	
		STANDARD 701606-10





① Omit whenever duplicated by road work traffic control.

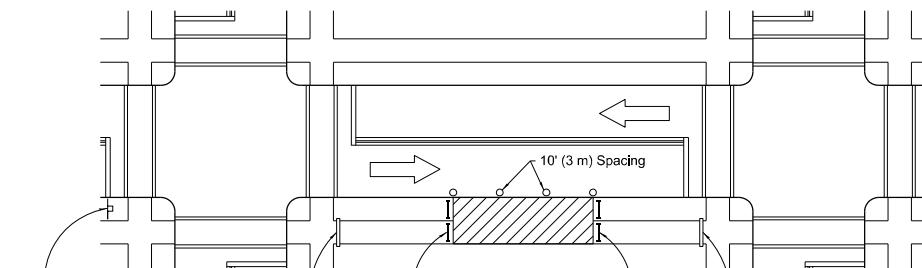
① **ROAD CONSTRUCTION AHEAD**  
W20-I103(0)-48 for contract construction projects

Or  
① **ROAD WORK AHEAD**  
W20-1(0)-48 for maintenance and utility projects

### SIDEWALK DIVERSION

#### SYMBOLS

- ▨ Work area
- ▢ Sign on portable or permanent support
- ─ Barricade or drum
- Cone, drum or barricade
- ─ Type III barricade
- Detectable pedestrian channelizing barricade



① **ROAD CONSTRUCTION AHEAD**  
W20-I103(0)-48 for contract construction projects

Or  
① **ROAD WORK AHEAD**  
W20-1(0)-48 for maintenance and utility projects

### SIDEWALK CLOSURE

**SIDEWALK CLOSED**  
R11-I101-2418

**SIDEWALK CLOSED**  
R11-I102-2430

**SIDEWALK CLOSED**  
R11-I102-2430

#### GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

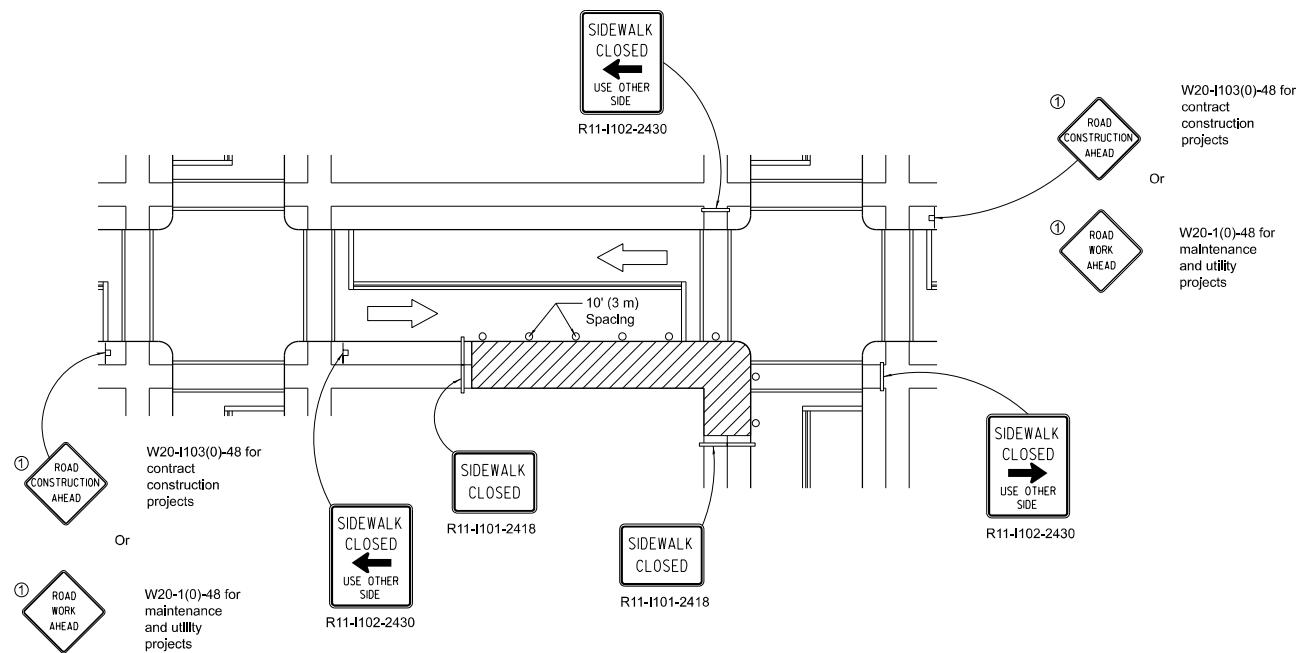
Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

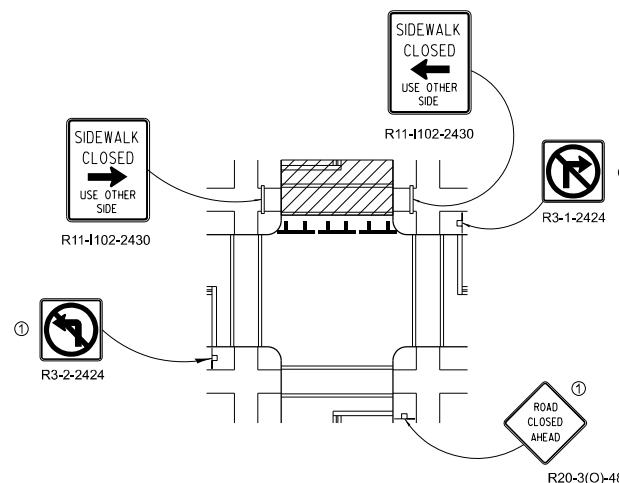
DATE	REVISIONS	SIDEWALK, CORNER OR CROSSWALK CLOSURE (Sheet 1 of 2)
4-1-16	Omit orange safety fence from standard as this is covered in the standard spec.	
1-1-12	Added SIDEWALK DIVERSION, Modified appearance of plan views.	
	Renamed Standard.	

**STANDARD 701801-06**

	Illinois Department of Transportation
APPROVED <i>[Signature]</i> January 1, 2016	2016
ENGINEER OF SAFETY ENGINEERING	CDOT/1-1-12
APPROVED <i>[Signature]</i> January 1, 2016	2016
ENGINEER OF DESIGN AND ENVIRONMENT	CDOT/1-1-12



### CORNER CLOSURE



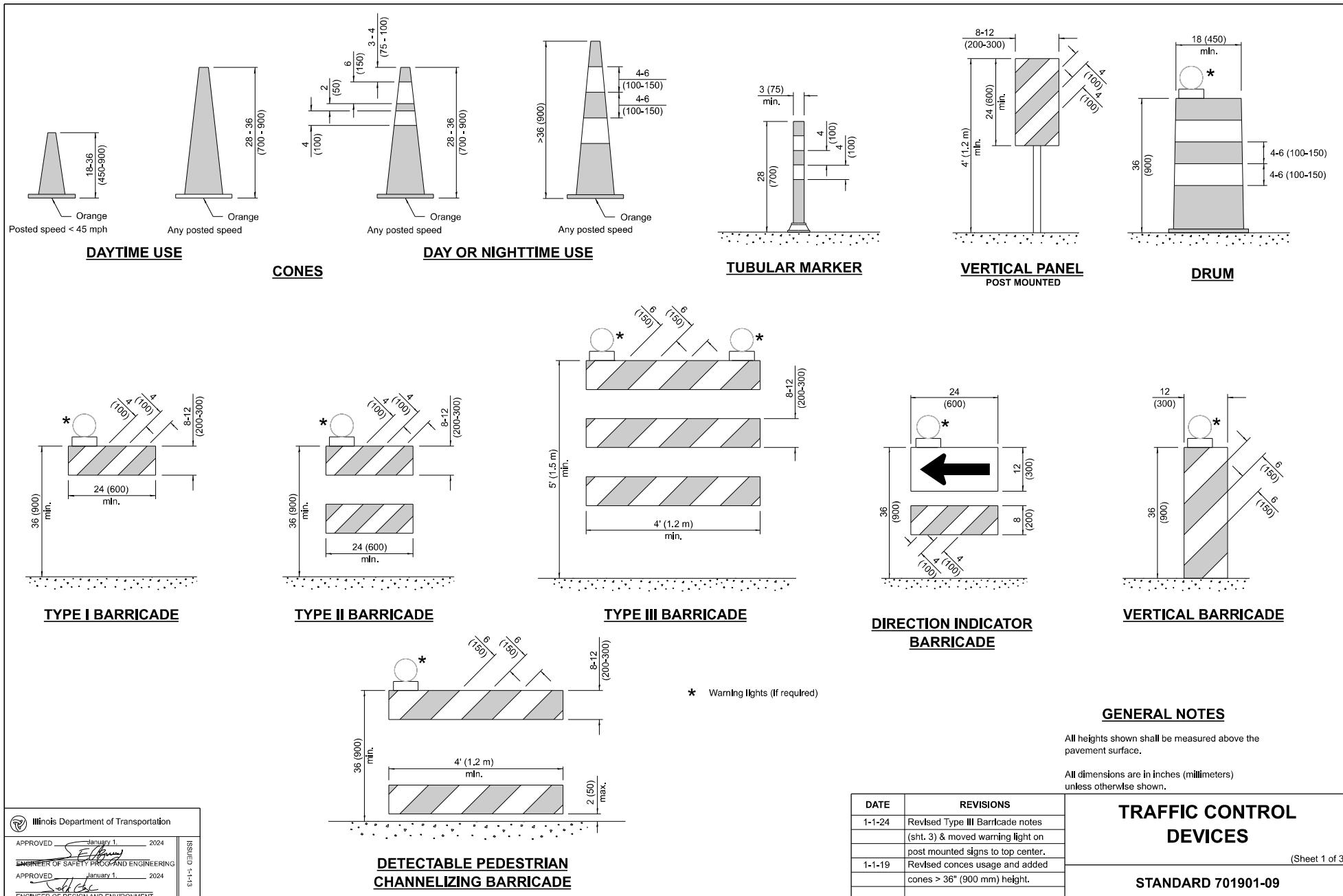
### CROSSWALK CLOSURE

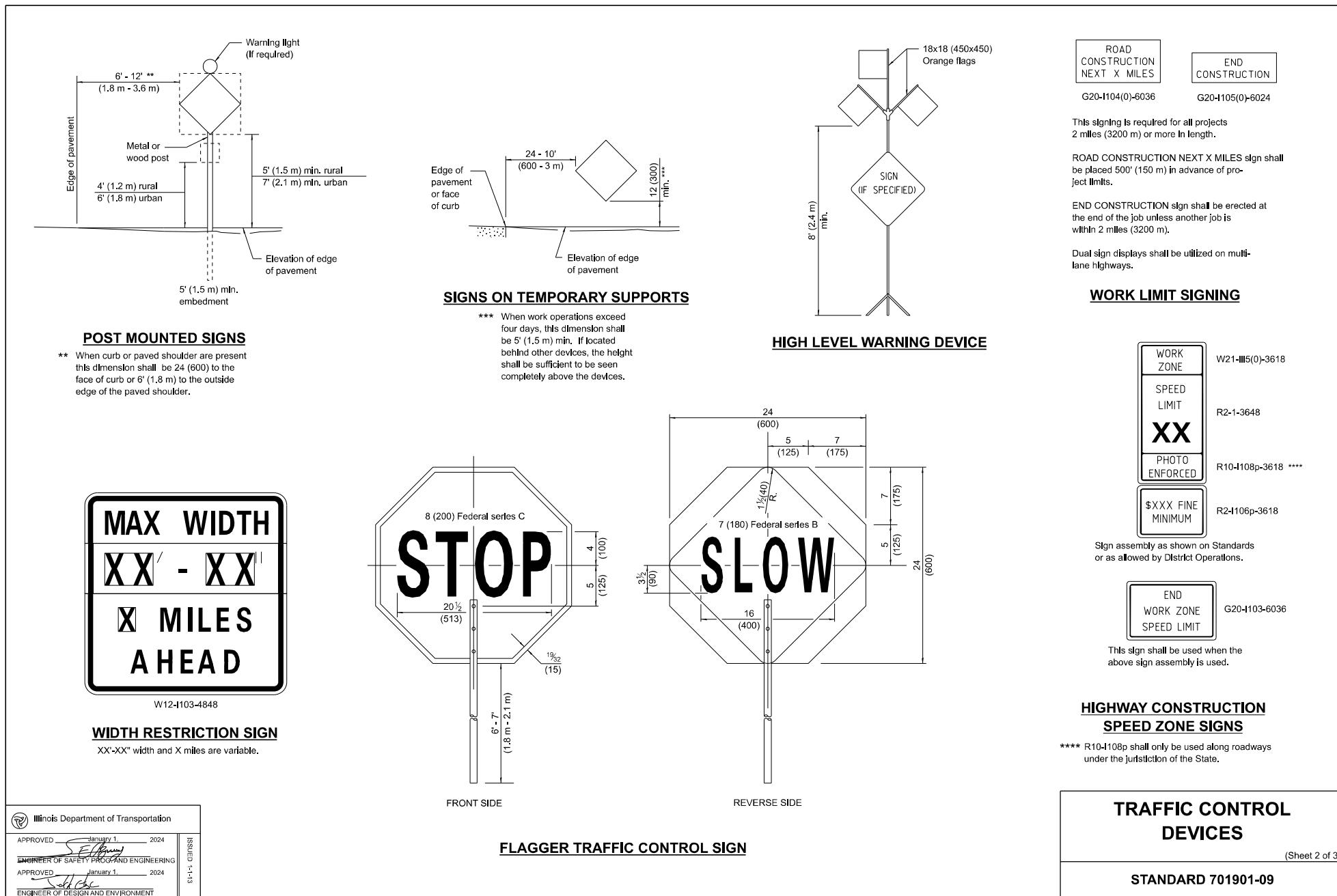
Illinois Department of Transportation	
APPROVED	January 1, 2016
<i>[Signature]</i>	CDSS
ENGINEER OF SAFETY ENGINEERING	
APPROVED	January 1, 2016
<i>[Signature]</i>	CDSS
ENGINEER OF DESIGN AND ENVIRONMENT	

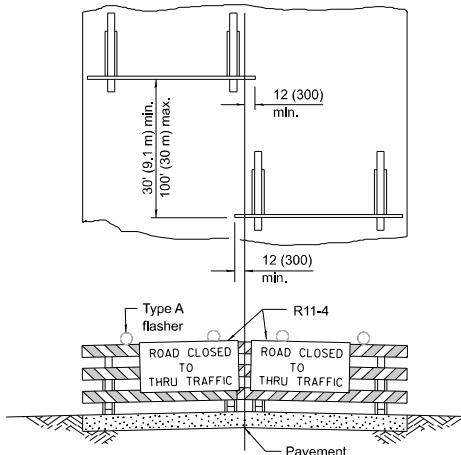
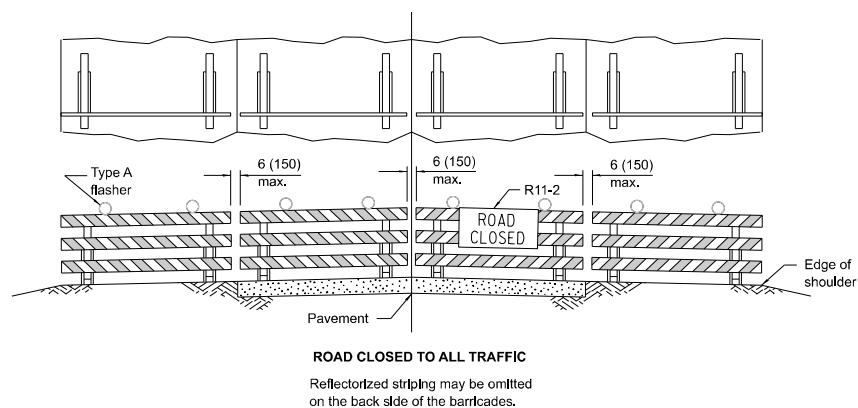
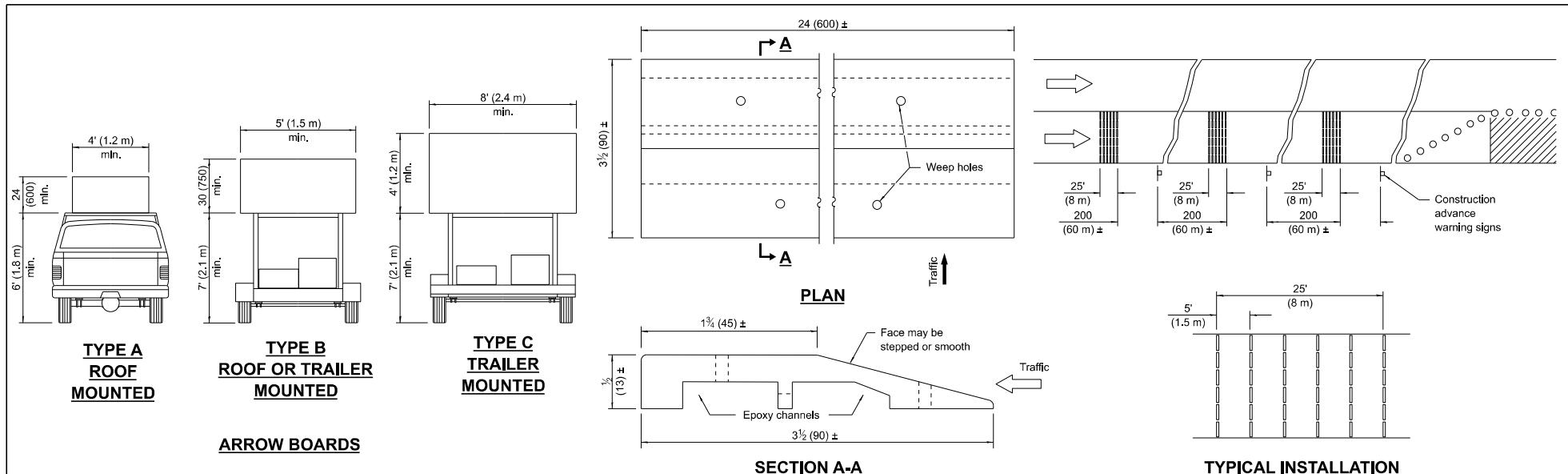
**SIDEWALK, CORNER OR  
CROSSWALK CLOSURE**

(Sheet 2 of 2)

**STANDARD 701801-06**







	Illinois Department of Transportation
APPROVED	January 1, 2024
ENGINEER OF SAFETY PROGRAM AND ENGINEERING	631-1- CDRSS1
APPROVED	January 1, 2024
ENGINEER OF DESIGN AND ENVIRONMENT	

**TYPICAL APPLICATIONS OF  
TYPE III BARRICADES CLOSING A ROAD**

If a Type III barricade with an attached sign panel which meets NCHRP 350 or MASH is not available, the sign may be mounted on an NCHRP 350 or MASH temporary sign support directly in front of the barricade.

**TRAFFIC CONTROL  
DEVICES**

(Sheet 3 of 3)

**STANDARD 701901-09**



**NO**

**PARKING**

**THIS BLOCK**

**MONDAY THRU FRIDAY**

**7:00 A.M. TO 5:00 P.M.**

**TOW-AWAY  
ZONE**



**NO**

**PARKING**

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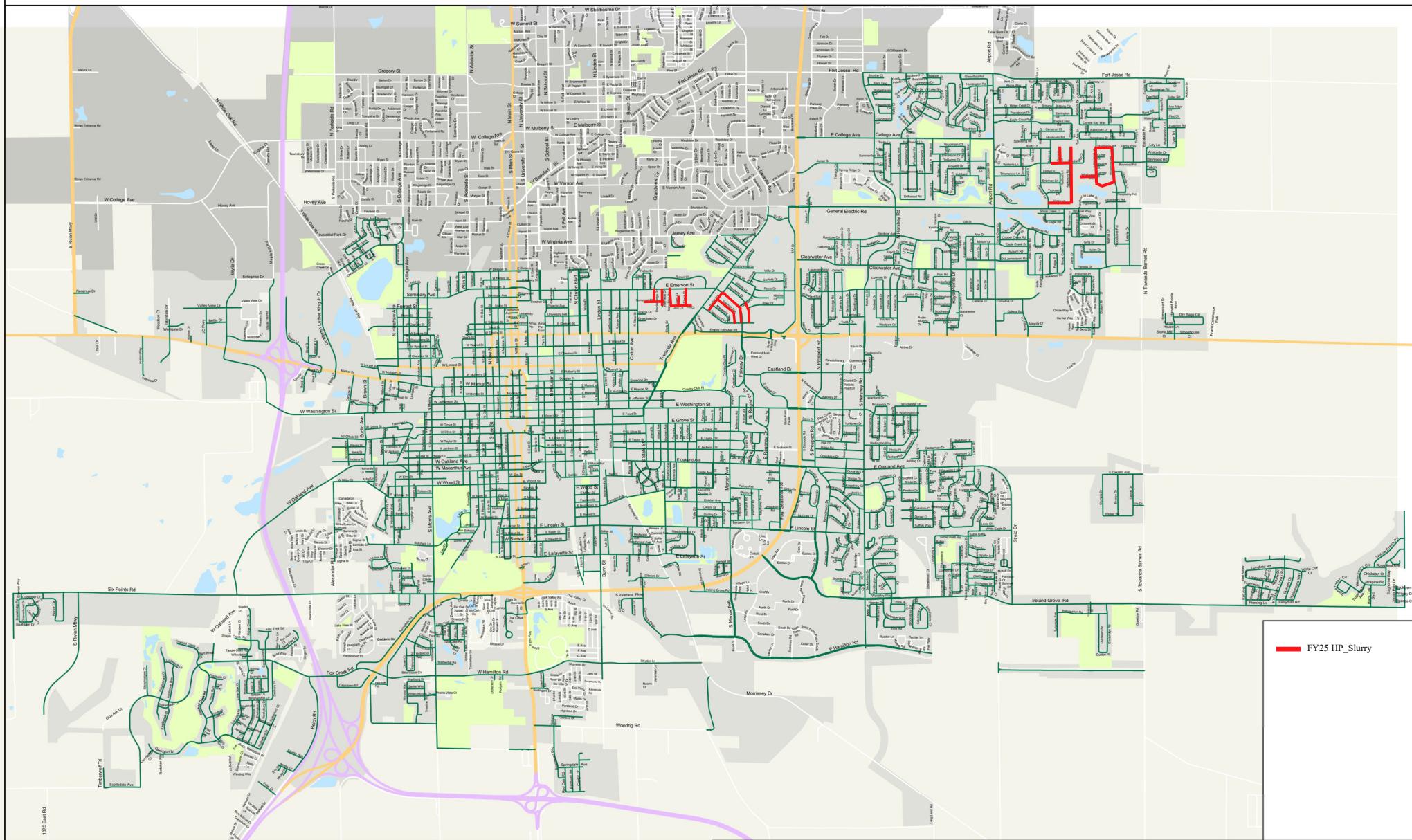
---

**TOW-AWAY  
ZONE**

## FY25 Slurry Map



0 5,000 10,000  
Feet



## FY2025 PAVEMENT PRESERVATION PRESSUREPAVE

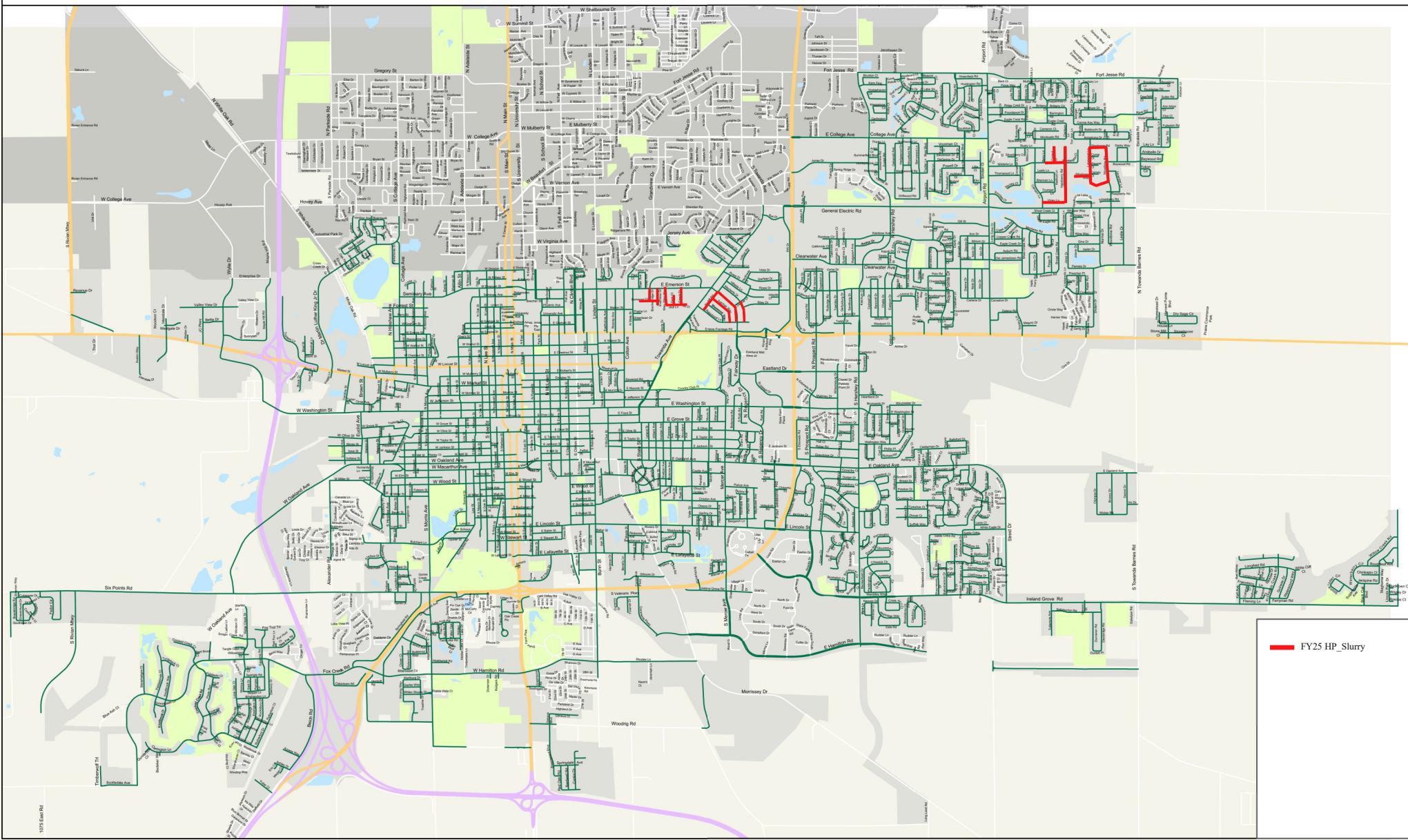
Name	Start	End
BRECKENRIDGE DR	EMERSON ST	SOMERSET CT
CURRENT CT	WISTERIA LN	END
EBACH DR	EMERSON ST	JODI LN / JILL CT
FAIRWAY DR	RADIFF RD	ROBINHOOD LN
HACKBERRY RD	VINEY LN	END
INVERNESS DR	EMERSON ST	END
IVANHOE WAY	RADIFF RD	ROBINHOOD LN
JILL CT	JODI LN / EBACH DR	END
JODI LN	MARY ELLEN WAY	EBACH DR / JILL CT
LONGWOOD LN	STEPHANIE RD	WOODBINE RD
MARY ELLEN WAY	EMERSON ST	JODI LN
MECHERLE DR	DELMAR LN	ROBINHOOD LN
RADLIFF RD	ROBINHOOD LN	FAIRWAY DR
SOMERSET CT	INVERNESS DR	END
STEPHANIE RD	LONGWOOD RD	WOODBINE RD
TAMI CT	JODI LN	END
VINEY LN	CRIMSON LN	HACKBERRY RD
WINDSONG WAY	LONGWOOD RD	END
WISTERIA LN	HACKBERRY RD	BERRY LN
WOODBINE RD	STEPHANIE RD	LONGWOOD RD



## Public Works Department

## FY25 Slurry Map

A horizontal scale bar with three numerical labels: 0, 5,000, and 10,000. The 0 and 5,000 labels are at the left end, and the 10,000 label is at the right end. A thick black horizontal line extends from the 0 label to a point marked by a vertical tick on the 5,000 label. A thin white horizontal line extends from the 5,000 label to the 10,000 label. Below the scale bar, the word "Feet" is centered in a bold, black, sans-serif font.





## CONSENT AGENDA ITEM NO. 8.O.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** Ward 7

**SUBJECT:** Consideration and Action on an Application from WFR, LLC, d/b/a A & P Tap, located at 721 W. Chestnut St., Requesting Approval of the Creation of a Class TAPS (Tavern, All Types of Liquor, Packages Sales, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

**RECOMMENDED MOTION:** The proposed License be approved.

**STRATEGIC PLAN LINK:**

Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

**BACKGROUND:** WFR, LLC, d/b/a A & P Tap, located at 721 W. Chestnut St., Requesting Approval for the Creation of a Class TAPS (Tavern, All Types of Liquor, Packages Sales, and Sunday Sales) Liquor License.

A&P Tap has been in business for 50+ years in Bloomington and 30+ of the most recent years it has been under the same ownership. Earlier this spring that longtime owner, who held the business as a sole proprietor, passed away. Her son and his wife who have been heavily involved in operating the business for the last 10+ years have established WFR, LLC and now are asking for approval of the proposed license creation.

On June 11, 2024, the Liquor Commission positively recommended the creation of a Class TAPS Liquor License for WFR, LLC d/b/a A & P Tap to Council. All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** In accordance with City Code, a public notice was published on June 2, 2024, in *The Pantagraph*. 33 notices were mailed to properties adjacent to the applicant's property.

**FINANCIAL IMPACT:** The current annual license fee for a Class TAPS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

**AMERICAN RESCUE PLAN FUNDING IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-1 (Ensure a broad

range of employment opportunities for all residents), Objective ED-1.1 (Focus on retention and expansion of existing businesses)

Respectfully submitted for consideration.

Prepared by: Murville Guzman, Licensing & Project Specialist

**ATTACHMENTS:**

[CLK 2B Application](#)

[CLK 2C Minutes](#)



06/13/2024

### **City Clerk Requirement Verification Memo**

To: City Council Review

Re: WFR, LLC d/b/a A & P Tap

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

- Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Lease Agreement
  - Term: May 15, 2024- May 14, 2029
- Bond
- Insurance
- Financial Statement
- Articles of Organization
- Bloomington/Normal Food and Beverage Tax Registration Form
- Bloomington/Normal Package Tax Registration Form
- Paid \$400 Application Fee

#### **Information Verified During Review**

- DBA/Assumed Name Registered with the State of IL
- Entity is in Good Standing with the State of IL
- Health Dept. Inspection
- ECD Inspection

#### **Items Due Before License Issuance**

- BASSET Certified Employee List

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



## Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	WFR, LLC
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	A & P Tap
Legal Entity Address (including City, State, and Zip)	721 W. Chestnut St. Bloomington IL 61701
Legal Entity Phone Number	(309) 828-5581
Legal Entity Email Address	j-roley@comcast.net
Establishment Address including Zip	721 W. Chestnut St. Bloomington IL 61701
Establishment Phone Number	(309) 828-5581
Establishment Email Address	j-roley@comcast.net
*Email Address for <u>ALL</u> City Communications:	j-roley@comcast.net

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

### BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

**Primary Contact:**

Name (First & Last)	City	State	Zip
Jeff Roley	Champaign	Illinois	61822
Phone Number	Email Address		
	j-roley@comcast.net		

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

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

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

Name (First & Last)	City	State	Zip
Rachel Guerra	Bloomington	Illinois	61705
Phone Number	Email Address		

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

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



### Liquor License Fee Chart (cont.)

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

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

#### Status of Business Information:

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

<input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Limited Liability Company (LLC)	<input type="checkbox"/> Partnership (Date of Formation: _____) <input type="checkbox"/> Corporation (Inc. or Corp.)
---	---

*A copy of the Articles of Organization must be attached.*
2. Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
3.  Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? If yes, please identify the individual(s) and explain: \_\_\_\_\_

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

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

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



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

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

**Nature of License:**

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Tavern
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) TAPS
3.  Yes  No Will the establishment offer Sunday Sales?
4.  Yes  No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)  
*See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>*
5.  Yes  No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: To sell alcholic beverages to of-age adults.
7. If approved, how would the liquor license benefit the City and its residents? It would keep a long standing establishment open and operating for the residents of Bloomington
8.  Yes  No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* \_\_\_\_\_
9.  Yes  No Will the proposed or current establishment sell food?
10.  Yes  No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?  
*If yes, what sources will such revenue be derived?* \_\_\_\_\_
11. If approved, what license renewal billing cycle would be preferred?  Annual  Semi-Annual

**Impact of Establishment:**

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	7am	1am
Tuesday:	7am	1am
Wednesday:	7am	1am
Thursday:	7am	1am
Friday:	7am	2am
Saturday:	7am	2am
Sunday:	12:00 pm	1am

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)  
Mixed use of commercial and residential. Zoning: B-2, M-1, R-1C, GAP-3, GAP-6
- 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?  
Some are 8am- 5pm, while some are 24/7
- 2B. Is the area predominately residential, are they single or multi-family homes?  
No the area is NOT predominately residential
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) The establishment is on West Chestnut St, and N Allin St. The streets are all two way and assuming legal width. Chestnut has street side parking on both sides of the street.
4. How much additional traffic is expected to be generated with a liquor license? No additional traffic expected. There has been a liquor license at this address, and no new traffic with new license.
5. Describe any and all on- and off-street parking: The establishment has a parking lot and there is on street parking available.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? None


**Responsibility:**

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

**Please provide any additional information significant to this application:**  
\_\_\_\_\_  
\_\_\_\_\_

**Additional License Interests:**

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

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

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

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

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

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

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

I, the undersigned, swear or affirm that:

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

Jeff Roley



LLC Manager  
Title

5-14-24

Date



MINUTES  
LIQUOR COMMISSION - REGULAR SESSION  
TUESDAY, JUNE 11, 2024, 4:00 PM

The Liquor Commission convened in regular session at 4:00 p.m., June 11, 2024. Commissioner Mwilambwe called the meeting to order.

**Roll Call**

Attendee Name	Title	Status
Lindsey Meister	Commissioner	Absent
Mboka Mwilambwe	Commissioner	Present

**Staff Advisors**

Attendee Name	Title	Status
Leslie Yocom	City Clerk	Present
George Boyle	Asst. Corporation Counsel	Absent
Chris McAllister	Building Official	Present
Paul Williams	Asst. Police Chief	Present

**Public Comment**

Commissioner Mwilambwe read a public comment statement of procedure. Rachel Guerra emailed public comment and spoke in-person. Bill Brady spoke in person. The following emailed public comment: (1) Mike Larson; and (2) Jeff Scott.

**Consent Agenda**

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

**Commissioner Mwilambwe approved the Consent Agenda as presented.**

Item 4.A. Consideration and Action on Approving the Minutes of the May 14, 2024, Regular Liquor Commission Meeting. (Recommended Motion: The proposed Minutes be approved.)

**Regular Agenda**

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

*The following item was presented:*

Item 5.E. Public Hearing and Action on an Application from WFR, LLC, d/b/a A & P Tap, located at 721 W. Chestnut St., Requesting Approval of the Creation of a Class TAPS (Tavern, All Types of Liquor, Packages Sales, and Sunday Sales) liquor license.

Commissioner Mwilambwe opened the Public Hearing at 4:22 p.m.

Jeff Roley, Owner Cof WFR, LLC, after being sworn, addressed the Commission.

Mr. Roley mentioned that the previous owner, Ruth Roley, had recently passed away and business had been in the family for the past 30 years. When his father passed away in 2014, he and his wife oversaw the operations of the bar. He requested the liquor license, so the establishment could continue to stay in business.

Commissioner Mwilambwe asked if the employees managing the establishment would remain the same and if they were Basset trained. Mr. Roley answered yes. Commissioner Mwilambwe asked how many employees they have. Mr. Roley answered five.

Staff had no additional questions.

Leslie Yocum, City Clerk, stated for the record that Mr. Roley submitted three letters of reference that were provided to the Liquor Commission and Staff prior to the meeting.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:25 p.m.

**Commissioner Mwilambwe positively recommended the Item to Council as presented.**

#### **New Business**

No New Business was discussed.

#### **Adjournment**

**Commissioner Meister adjourned the meeting.**

The Meeting Adjourned at 4:25 p.m.

#### **CITY OF BLOOMINGTON**

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Mboka Mwilambwe, Commissioner

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Leslie Yocum, City Clerk



## REGULAR AGENDA ITEM NO. 9.A.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** Ward 7

**SUBJECT:** Consideration and Action on an Ordinance Approving the Vacation of the West 151.5 Feet of the East-West Alley between North Western Avenue and the North-South Alley to the East, as requested by the Department of Operations & Engineering Services.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

Goal 4. Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 4e. Strong partnership with residents and neighborhood associations

**BACKGROUND:** If approved, the City will partially vacate the east-west alley described above. The vacation will advance the Comprehensive Plan objective to prioritize, with urgency, the revitalization of the neighborhoods in the regeneration area by conveying the land to the participating adjacent property owners, including the Western Avenue Community Center. The partial alley vacation will allow Western Avenue Community Center's expansion project to proceed.

The City would retain ownership of 50.4 feet at the east end of the alley between 1206 Locust Street and 1201 Mulberry Street because the property owners declined the City's proposed conveyance of the property. Further, it is the staff's understanding that the other property owners adjoining the east-west alley also have no interest in ownership of the east 50.4 feet. The north-south alleyway adjacent to the east will remain as a public alley.

As part of the vacation process, a public hearing was held by the Bloomington City Council on June 24, 2024. The alley vacation is for the public good and is necessary for Western Avenue Community Center's expansion project to proceed. There are no utilities located in the alley, and the local utility providers have no objection to the alley vacation. The alley is not currently utilized for any public function, and there is no plan for any public use of the alley. Fees related to street and alley vacations are outlined under Section IV Costs & Compensation [Amended 10-25-2021 by Ord. No. 2021-80] of the Street and Alley Vacation Policy. However, Section IV (E) allows the waiver of all fees when a street or alley vacation is requested by the City. Therefore, the staff recommends the waiver of all fees.

The Illinois Municipal Code and City policy require a three-fourths vote of the Council Members holding office to approve any ordinance to vacate a street or alley. Accordingly, a vote of six Council Members voting in the affirmative is required to approve this Ordinance.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** A public hearing on the alley vacation was held on June 24, 2024, by the Bloomington City Council. Notice of the

Public Hearing was published in *The Pantagraph* on June 7, 2024. Notices were also sent by certified mail to the adjoining property owners and local utility providers.

**FINANCIAL IMPACT:** Staff recommends the waiver of all fees required under Section IV Costs & Compensation [Amended 10-25-2021 by Ord. No. 2021-80] of the Street and Alley Vacation Policy.

**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 (Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), Objective N-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the regeneration area)

Respectfully submitted for consideration.

Prepared by: Amy Overton, Project & Grant Manager

**ATTACHMENTS:**

[DOES 5B Ordinance with Exhibit A](#)

[DOES 5C Ordinance Exhibit B](#)

[DOES 5D Street and Alley Vacation Policy](#)

ORDINANCE NO. 2024 - \_\_\_\_\_

**AN ORDINANCE APPROVING THE VACATION OF THE WEST 151.5 FEET OF THE EAST-WEST ALLEY BETWEEN NORTH WESTERN AVENUE AND THE NORTH-SOUTH ALLEY TO THE EAST**

**WHEREAS**, the City recommended the vacation of the west 151.5 feet of the east-west alley located between North Western Avenue and the north-south alley to the east, legally described in Exhibit A, alley arial shown in Exhibit B, attached hereto and made part hereof by this reference; and

**WHEREAS**, the Bloomington City Council, after proper notice was given, conducted a public hearing on said vacation, on June 24, 2024; and

**WHEREAS**, the Department of Operations & Engineering Services, following said public hearing, made findings of fact that said recommendation meets the standards for granting alley vacation approval set forth in Bloomington City Code § 24-Attachment 1 – Street and Alley Vacation Policy; and

**WHEREAS**, it is reasonable to allow a partial alley vacation in this specific case even though two of the six adjoining property owners declined to participate in said vacation; and

**WHEREAS**, the vacation is for the public good and necessary for Western Avenue Community Center's expansion project to proceed; and

**WHEREAS**, Section IV (E) of the Street and Alley Vacation Policy allows the waiver of all fees when a street or alley vacation is requested by the City; Therefore, staff recommends the waiver of all fees; and

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

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

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

**SECTION 2.** That the portion of the alley legally described in Exhibit A and arial shown in Exhibit B is hereby vacated and all fees outlined in the Street and Alley Vacation Policy hereby waived.

**SECTION 3.** The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

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

**SECTION 5.** This Ordinance shall take effect immediately after its approval and publication as required by law.

**PASSED** this 24th day of June 2024.

**APPROVED** this \_\_\_\_ day of June 2024.

**CITY OF BLOOMINGTON**

**ATTEST**

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Mboka Mwilambwe, Mayor

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Leslie Smith-Yocum, City Clerk

---

Western Avenue Community Center  
1210 West Locust Street  
PIN 21-05-252-016  
601-603 North Western Avenue  
PIN 21-05-252-009

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Jason Pascal  
1208 West Locust Street  
PIN 21-05-252-002

---

Kaprice Grismore (Smith)  
1205 West Mulberry Street  
PIN 21-05-252-010

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Maple Hill Properties, LLC  
1203 West Mulberry Street  
PIN 21-05-252-011

## Exhibit A

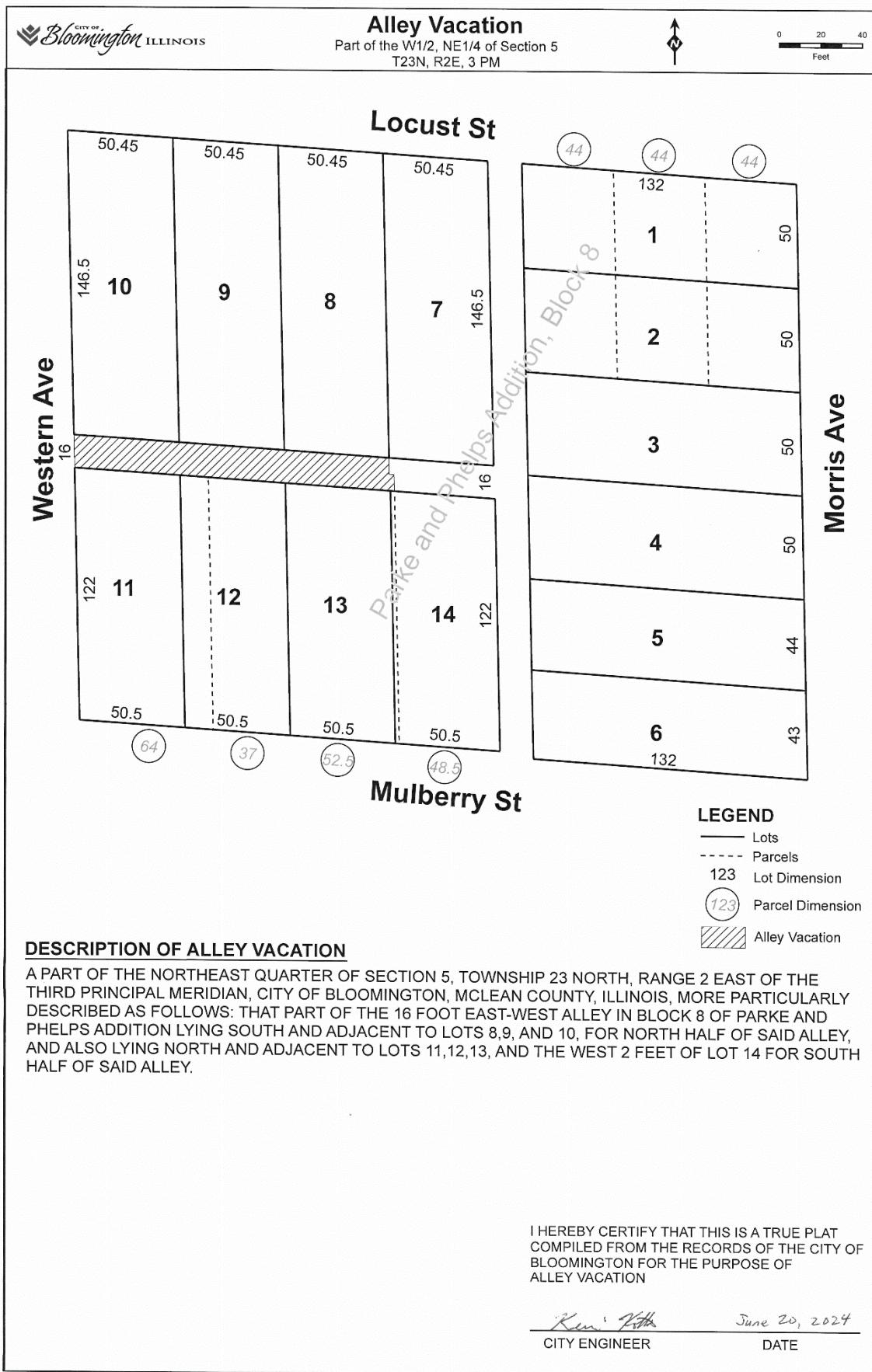


Exhibit B

Alley Aerial



**EXHIBIT A**  
**CITY OF BLOOMINGTON**  
**STREET AND ALLEY VACATION POLICY**

**I. PURPOSE**

The purpose of this policy is to establish a uniform method for vacating public streets and alleys. Vacating and conveying these unneeded, and in many instances, unused parcels to the adjoining property owners would save the City miscellaneous maintenance costs and also put the land back on the tax rolls. The majority of the conveyances will be in residential areas. However, occasionally there will be parcels zoned commercial and industrial.

**II. POLICY**

It is the policy of the City of Bloomington to grant vacation of a street or alley when it is determined both that such right-of-way is not needed presently or in the future for public access (including vehicular, pedestrian, and visual access) and that such vacation advances the public good. All of the following policies should be met prior to the vacation of a street or alley.

- A. The proposed vacation should be determined to be necessary to the public good either in terms of needed development or when such vacation will result in a better or more desirable situation. In some instances, a more desirable situation may be a better road pattern in terms of safety.
- B. The right of way must be determined to be of no value to the City (excluding any market value) either now or in the foreseeable future. Such finding shall be based on significant, related criteria, such as prior use or disuse, potential for future municipal use, need for existing or contemplated public utilities, perceived damage or potential damage to adjacent or nearby property owners and the City's willingness to assume liability for same.
- C. The proposed vacation must not have a significant adverse effect on the security, accessibility or operations of nearby land uses. Projects that propose to dead-end an alley or street in the middle of the block, turn out street traffic through an alley, vacate half the width of a street or alley, create an irregular right of way line or superlot, or vacate air rights, will not be granted.
- D. Generally, right-of-way adjacent or leading to any park, open space, view, natural area, or any other natural or man-made attraction shall not be vacated. This determination shall be made on a case-by-case basis.

Vacation is not guaranteed even if 100% of the adjoining owners request the vacation.

**III. PROCEDURES**

The length of time to process a street or alley vacation depends largely on the number of issues needing to be resolved and current workload/resource levels. The following procedures are applicable:

- A. A pre-application meeting is optional at the discretion of the Director of Public Works. Before the submission of a request for a street or alley vacation, the applicant may meet

with the staff of the Engineering Division of Public Works. The applicant is encouraged to do so in order to be informed of the City policies regarding street and alley vacations and to have explained the application submission requirements and procedures.

- B. A petition for a street or alley vacation shall be submitted to the City Clerk's Office and must include the following: (1) description of the area to be vacated; (2) the property owner(s) making the request; (3) a map of the street or alley sought to be vacated; (4) the reasons for the vacation and any property owners adjoining the proposed vacation who are not participating in the application; (5) a certification by the petitioner that no property will be damaged by the vacation of any street or alley and no damages owed in accordance with Section 11-91-1 of the Illinois Municipal Code; and (6) an agreement to indemnify the City from any claims associated with the vacation.
- C. The City Manager, in consultation with the Department of Public Works, shall review the request for vacation as it relates to the goals and objectives of the City, compatibility with adjacent land uses, potential rezoning of the vacated street, aesthetic considerations and other related issues, including specifically that the property is no longer needed and serves no valid public purpose. After the review process, the City Manager shall forward the matter to the City Council with the staff recommendation. The City Council shall hold a public hearing, in accordance with Section D below, on the matter prior to the City Council taking final action on the request.
- D. No ordinance shall be passed vacating any street or alley without notice and a public hearing before the City Council. At least 15 days prior to such hearing, notice of its time, place and subject matter shall be published in a newspaper of general circulation with the area which the street or alley proposed for vacation serves. Notice shall also be mailed, via certified mail, to all adjoining property owners. At the hearing all interested persons shall be heard concerning the proposal for vacation.
- E. Prior to final action by the City Council of a petition to vacate, all adjoining or adjoining property owners, as well as all utility providers, shall be sent notice of the date and time of the meeting where the proposed vacation by certified mail, postage prepaid, return receipt requested. This notice may be combined with the notice of public hearing. In addition, any meetings and/or hearings publicly continued from the date noticed shall not require additional notices.
- F. The City Council may grant the petition to vacate the street or alley by ordinance, by a three-fourths vote, with or without conditions, or the City Council may deny the petition.
- G. Where appropriate and as recommended by the City Manager, ordinances vacating streets or alleys shall contain a provision retaining or requiring conveyance of easements for construction, repair and maintenance of existing and future public utilities and services.
- H. In addition to a property owner initiating a petition for vacation, the City Manager may also propose the vacation of a public street or alley. In such cases, no application or appraisal fees shall be due (unless an appraisal is requested by the property owner) and the fair market value shall be determined as set forth in Section IV(C) unless waived in accordance Section IV(E). Prior to the vacation of any such street or alley, notice must be provided as set forth in Section V(E) and the requisite findings made in Section II. Said vacation shall further only be valid if the adjacent property owner(s) accept the fair market value and counter-sign the ordinance vacating the property to said owner(s).

#### **IV. COSTS & COMPENSATION [Amended 10-25-2021 by Ord. No. 2021-80]**

Ordinances vacating any street or alley shall not be passed by the City Council until the petitioner compensates the City in the amount required by this Section.

- A. Every petition for a street or alley vacation shall be accompanied by a nonrefundable payment to the City of \$150 to defray the administrative costs incurred in processing such vacation petitions.
- B. The owners of the property adjoining the vacated property shall pay the fair market value, as set forth below and determined in the sole discretion of the City Council, of the portion of the vacated property acquired. If the ordinance vacating the property provides that only the owner(s) of one particular parcel of adjoining property shall make payment, then the owner(s) of the particular parcel shall acquire title to the entire vacated street or alley, or the part thereof vacated. For any potential vacation involving a third-party, the City shall comply with the applicable provisions of the Illinois Highway Code, namely 605 ILCS 5/9-127.
- C. City staff shall determine the fair market value of the property to be vacated and apportion the costs as between all adjoining property owners (or a single property owner when authorized by ordinance) by utilizing, in its sole discretion, either of the following two methods: (1) utilizing a formula of 3 times the assessed land valuation of the adjoining property (or the property with the highest assessed land valuation if the property adjoins more than one property) divided by the square feet of said adjoining property times the square feet of the area being vacated; or (2) obtaining an appraisal of the property from an MAI designated appraiser which cost shall be borne by the petitioner. Said determination shall be final, unless the petitioner obtains, at petitioner's sole cost and expense, a separate appraisal of the right-of-way to be vacated. Such appraisal must be conducted or completed by an MAI designated appraiser, and shall include a breakout of value assigned to each adjacent property owner to receive property by reason of the vacation. The City may accept such appraisal or reject it and have a subsequent appraisal conducted by an MAI designated appraiser, at City expense. Upon receipt of this appraisal, the City Council shall make a final decision, in its sole discretion, regarding whether the alley should be vacated and at what amount.
- D. In some cases, the City may allow, in its sole discretion and based on the best interests of the City, an exchange of equal real or personal property in lieu of the appraised value. Instead of monetary payment, the property owner may be asked to substitute other street areas or fulfill other conditions. The City Council may further waive the compensation requirement, by adoption of an ordinance, if the City Council determines, in its sole discretion, the alley vacation is in the best interest of the public, where the alley serves no public purpose (or the waiver is offset by another public benefit), and the vacation will reduce City maintenance expenses and resources. The petitioner is responsible for making such a request and submitting detail to the City as to why a waiver is warranted and/or justified.
- E. All fees required under this section may be waived, at the discretion of the City Manager or his or her designee, if the street or alley vacation is requested by the City.

- F. City, county, state, and federal agencies are exempt from the compensation requirements of this section, but shall pay to the City costs incurred by the City in processing the vacation request.
- G. Payment of the determined amount of compensation must be tendered to the City Council prior to final consideration of the ordinance vacating the property, unless the compensation requirement is waived or a different form of consideration is provided. In the event that final passage of the ordinance is not granted, the deposited amount (exclusive of the application fee) shall be refunded to the petitioner.





## REGULAR AGENDA ITEM NO. 9.B.

**FOR COUNCIL:** June 24, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Discussion and Potential Direction on Housing Issues within the City of Bloomington, as requested by the Administration Department and the Administration Department.

**RECOMMENDED MOTION:** Continued discussion of housing issues and potential direction.

**STRATEGIC PLAN LINK:**

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** Bloomington is facing an increasing demand for housing, prompting the City Council to explore potential solutions. During the Committee of the Whole meeting on June 17, 2024, City staff presented a report from the recent Housing Symposium which was thereafter discussed by the City Council. In the upcoming meeting on Monday, the City Council will further discuss the housing issues and potentially outline next steps or directives for City staff.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Many of these issues were discussed at the City's Housing Symposium on June 11, 2024, which was attended by over 60 participants, including developers, contractors, lenders, the Chamber of Commerce, the Bloomington-Normal Economic Development Council, the Department of Commerce Economic Opportunity, the Town of Normal, and the McLean County Regional Planning Commission.

**FINANCIAL IMPACT:** N/A

**AMERICAN RESCUE PLAN FUNDING IMPACT:** N/A

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

Goal H-1. (Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington); Objective H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income and family living habits)

Respectfully submitted for consideration.

Prepared by: Jeff Jurgens, City Manager



**ALEX SUBSCRIPTION AGREEMENT**  
Effective for Work Orders entered on or after May 5th, 2023

THIS ALEX SUBSCRIPTION AGREEMENT (the "Agreement") is entered into upon execution of the work order between the customer (the "Customer") and The Jellyvision Lab, Inc. ("Jellyvision. These terms and agreement shall be superseded by any custom or modified agreement negotiated by the parties.

1. **Software Subscription.** Jellyvision hereby agrees to provide access to, and use of, the ALEX® software platform (the "Software") to Customer, as described in a work order (each, an "Order") and according to the implementation schedule specified in an Order (each, a "Schedule"). Customer shall contribute plan data, trademarks, and logos ("Customer Materials") that Jellyvision will incorporate into the Software, as specified in an Order.
2. **Order.** Each Order is an integral part of this Agreement, and the parties agree upon everything in an Order as if set forth in this Agreement. To the extent of any conflict between the Agreement and an Order, such Order shall control with respect to the Software.
3. **Fees.** As consideration for the Software to be provided by Jellyvision hereunder, Customer shall pay to Jellyvision the Fees as specified in an Order. Payment is due within 30 days of receipt of invoice by Customer. Interest shall be paid on amounts not timely paid at a rate of 1.5% per month. Customer will also be responsible for any and all taxes, however designated, that are levied or based on the Agreement or an Order, except for taxes based on the net income of Jellyvision. Customer shall also be responsible for any collections fees. If Customer is exempt from such taxes, Customer will provide Jellyvision with a copy of a valid exemption certificate.
4. **Milestone Deliverables and Approvals.** Jellyvision shall deliver to Customer each deliverable for the Software in accordance with the Schedule. Customer shall accept or reject each such deliverable in accordance with the Schedule; *provided that* Customer shall use its best efforts to inform Jellyvision of any matter that could cause a deliverable to be rejected as soon as such matter is identified. Any milestone that has not been timely rejected in accord with this Section 4 by Customer shall be approved. Should Customer timely reject a deliverable, it must provide Jellyvision with a written explanation of the reasons for the rejection, a description of any errors identified, and any recommendations for corrections that would result in the deliverable being accepted by Customer when resubmitted. Jellyvision shall promptly submit or resubmit the materials to Customer which, so long as such corrections have been made and no new errors have been introduced, shall then be approved.
5. **Change Orders.** If Customer desires to modify the Software or deliverables as described in an Order, the following procedures shall apply: Customer shall in writing describe the proposed change to Jellyvision. Promptly, but in any event not more than 5 business days after receipt of such change request, Jellyvision shall submit a change order proposal to Customer for approval. Such change order will include a statement of any additional charges and any adjustments to the milestone and delivery schedule(s) resulting from the proposed change. Jellyvision shall utilize its best efforts to accommodate any change proposed by Customer in a cost effective and time efficient manner so that any increases to Customer hereunder are reasonable. In the event Customer approves Jellyvision's proposal by signing the change order, such Order will be amended to incorporate such change.
6. **Independent Contractor.** Jellyvision's relationship with the Customer will be that of an independent contractor and not that of an employee. Jellyvision will not be eligible for any employee benefits, nor will the Customer make deductions from payments made to Jellyvision for customary employer taxes, all of which will be Jellyvision's responsibility.
7. **Confidentiality.** A party ("Recipient") will treat any information provided to it by the other party ("Discloser") and designated as confidential or proprietary, or a party reasonably believes to be confidential or proprietary, at the time of disclosure to be confidential ("Confidential Information"), and will only use such Confidential Information as permitted under this Agreement. As used herein, Confidential Information shall mean ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, formulae, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Discloser provides regarding third parties with a substantially similar confidentiality requirement. In the case of Customer, any non-public information regarding Customer's plan data shall also be Confidential Information. The Recipient shall hold in confidence and shall not disclose any Confidential Information to any person or entity except

to a director, officer, employee, outside consultant, or advisor (collectively, "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties under this Agreement for the Recipient and who are bound by a duty of confidentiality substantially similar to that herein. The obligations imposed upon Recipient shall not apply to Confidential Information which is: (a) or becomes generally available to the public through no wrongful act of the Recipient; (b) already lawfully in the possession of the Recipient and not subject to an existing agreement of confidentiality; (c) received from a third party without restriction and without breach of a prior confidentiality obligation; (d) independently developed by the Recipient without reference to the Confidential Information; or (e) released pursuant to the binding order of a government agency or a court. Jellyvision understands that Customer is subject to the Freedom of Information Act ("FOIA") and while Customer will use reasonable efforts to utilize any available exemption, the entirety of this Agreement and any other communications with Customer may be divulged as a result. Notwithstanding the foregoing, Jellyvision may use aggregated and deidentified data compiled from Customer's benefit plan data and its users' use of the Software to improve the Software and provide market research and insights to third parties. Neither Customer, users, nor Customer's plan data can be identified from such aggregated data.

**8. Ownership.** Jellyvision at all times retains complete and sole ownership of the Software, including but not limited to all programming, music, art, scripts, assets, and all other material. Notwithstanding the foregoing, Customer retains ownership of Customer Materials that it had previously created and are incorporated into the Software. Customer hereby provides a license to Jellyvision of all Customer Materials for use in the Software in connection with this Agreement. Customer hereby warrants that it has the right to provide Jellyvision with such Customer Materials for use in the Software under the terms of this Agreement.

**9. Limited Warranties.** JELLYVISION WARRANTS THAT THE SOFTWARE SHALL SUBSTANTIALLY CONFORM TO THE SPECIFICATIONS SET FORTH IN AN APPLICABLE ORDER AND THAT THE SOFTWARE WILL NOT INFRINGE ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY ENFORCEABLE IN THE UNITED STATES. EXCEPT FOR THE FOREGOING, THE SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND JELLYVISION HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY

QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, AND/OR OF QUIET ENJOYMENT. JELLYVISION DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET CUSTOMER REQUIREMENTS (EXCEPT AS DESCRIBED HEREIN), THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE WILL BE COMPATIBLE WITH THIRD PARTY SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JELLYVISION OR A JELLYVISION REPRESENTATIVE SHALL CREATE A WARRANTY.

#### 10. **Term and Termination.**

a. **Agreement Term.** The term of this Agreement is from the Effective Date to the three-year anniversary of the Effective Date ("Initial Term"). This Agreement shall automatically renew for subsequent one-year periods (each, a "Renewal Term") at the end of the Initial Term, or any Renewal Term unless either party shall have given the other party written notice, at least 30 days prior to the end of the Initial/Renewal Term that the first party does not wish to extend the Term of the Agreement. Upon conclusion of the Initial Term, the cost of subsequent renewal terms shall be mutually agreed upon by the parties but not to exceed three percent (3%) over the prior year. This Agreement shall automatically expire in the event that there is no active Order for a period greater than 12 months. Expiration of this Agreement shall not affect the term of any Order hereunder to the extent such Order specifies its own term.

b. **Software Subscription Term.** Jellyvision shall make the Software available to Customer for the period of time set forth in the applicable Order.

c. **Termination Rights.** Either Customer or Jellyvision may terminate this Agreement if the other is in material breach where such material breach is not cured within 30 business days of receipt of written notice. Customer may terminate this Agreement without cause, but all fees under any active Order shall remain owed to Jellyvision on the earlier of (a) the payment schedule set forth in the applicable Order; and (b) 30 calendar days from the date of termination.

d. **Termination Responsibilities.** Upon termination, expiration, or other cessation of this Agreement, the Customer agrees to cease use of the Software and return to Jellyvision all Jellyvision materials. Upon termination, expiration, or other cessation of this Agreement, Jellyvision agrees to return all Customer Materials to Customer.

#### 11. **Indemnification.**

a. **Indemnification of Customer.** Jellyvision agrees to defend, indemnify and hold Customer harmless from and against any and all third party claims, damages, liability, losses, costs and expenses caused by (i) any claimed infringement of any U.S. patent right, U.S. trademark right,

or U.S. copyright arising out of Customer's use of the Software; or (ii) any misrepresentation, negligent or tortious act or omission, or breach of or default under this Agreement by Jellyvision or by anyone else acting for or on behalf of Jellyvision; provided (A) that Jellyvision is promptly notified in writing by Customer of any such claim against Customer; (B) that Customer authorizes Jellyvision to assume sole control over the defense of any such claim thereafter, together with the right to settle or compromise such claim; (C) that Customer makes available to Jellyvision such information, assistance and authority as may be reasonably requested by Jellyvision in order to enable Jellyvision to defend any such claim; and (D) Customer complies with any settlement or court order made in connection with the proceeding. Jellyvision's obligations under this Section 11(a) will not apply to any actual or alleged infringement based upon any Customer content or Customer Materials contained in the Software.

b. **Indemnification of Jellyvision.** Customer agrees to defend, indemnify and hold Jellyvision and its licensors harmless from and against any and all third party claims, damages, liability, losses, costs and expenses caused by (i) any Customer-developed or Customer-approved content or Customer Materials in the Software; (ii) any intentionally incorrect information provided by Customer to Jellyvision; or (iii) any intentional misrepresentation, grossly negligent or tortious act or omission, or breach of or default under this Agreement, by Customer or by anyone else acting for or on behalf of Customer; provided (A) that Customer is promptly notified in writing by Jellyvision of any such claim against Jellyvision; (B) that Jellyvision authorizes Customer to assume sole control over the defense of any such claim thereafter, together with the right to settle or compromise such claim; (C) that Jellyvision makes available to Customer such information, assistance and authority as may be reasonably requested by Customer in order to enable Customer to defend any such claim; and (D) Jellyvision complies with any settlement or court order made in connection with the proceeding.

12. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS, LOSS OF GOODWILL), PUNITIVE, OR EXEMPLARY DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF THE FOREGOING. EXCEPT FOR LIABILITY ARISING UNDER SECTION 7 ("CONFIDENTIALITY"), SECTION 8 ("OWNERSHIP"), AND SECTION 11 ("INDEMNIFICATION"), GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR AN ORDER SHALL NOT EXCEED THE AMOUNTS PAID OR INVOICED FOR THE

CURRENT 12 MONTH PERIOD. THE PARTIES AGREE THAT THE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM IN WHICH SUCH CLAIMS ARE BASED (WHETHER IN CONTRACT, TORT, OR OTHERWISE) AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES.

13. **General.**

a. **Waiver and Modification.** No waiver or modification of the Agreement will be effective unless in writing and signed by the party against whom such waiver or modification is asserted. Waiver by either party in any instance of any breach of any term or condition of this Agreement will not be construed as a waiver of any subsequent breach of the same of any other term or condition. None of the terms or conditions of this Agreement will be waived by course of dealing or trade usage.

b. **Notices.** All notices and demands will be in writing and will be delivered at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands will be delivered by international overnight courier, electronic mail, or certified or registered airmail, return receipt requested, and will be complete upon receipt. If a party has changed its address without informing the other, the notice will be deemed to have been given and received 7 days following the postmarked date.

c. **Data Backup.** The Services do not replace the need for Customer to maintain regular data backups or redundant data archives. JELLYVISION HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA OR AUTHORIZED USER DATA.

d. **Dispute Resolution.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., excluding principles of conflicts of law. The United Nations Convention on the International Sale of Goods shall not apply to the transactions contemplated by this Agreement. All disputes pertaining to this Agreement shall be decided by a state or federal court located in Chicago, Illinois, and each party hereto hereby consents to personal jurisdiction in such courts. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party will be entitled to recover from the other party all the costs, reasonable attorneys' fees and other expenses incurred by such prevailing party in the litigation.

e. **Severability.** In the event that any provision of this Agreement is held by a court to be unenforceable, the provision will be enforced to the maximum extent

permissible and the remaining portions of this Agreement will remain in full force and effect.

f. **Cumulative Remedies.** Except as may be specifically set forth in this Agreement with respect to certain matters, the rights and remedies of either party as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies provided under this Agreement or now or hereafter provided by law.

g. **Force Majeure.** Neither party shall be in default hereunder, nor shall it hold the other party responsible, for any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to: earthquake, flood, fire, storm or other natural disaster, epidemic, accident, explosion, casualty, act of God, lockout, strike, labor controversy or threat thereof, riot, insurrection, civil disturbance or commotion, boycott, disruption of the public markets, war or armed conflict (whether or not officially declared), sabotage, act of a public enemy, embargo, delay of a common carrier, or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment or decree; *provided* that the party relying upon this Section 13(f): (i) shall have given the other party written notice thereof promptly and, in any event, within 5 days of discovery thereof; and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the *force majeure* upon which such notice is based.

h. **Suggestions/Improvements to Software.** Notwithstanding anything to the contrary herein, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding Software or other Jellyvision materials provided to Customer shall be owned by Jellyvision, and Customer hereby assigns any such rights to Jellyvision. Nothing in this Agreement shall

preclude Jellyvision from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Jellyvision in the provision of any Software hereunder.

i. **Assignment.** Neither party may assign its rights and/or obligations under this Agreement without written acceptance of the other Party. However, Jellyvision may assign this Agreement to an acquiring or successor entity that has the same or similar financial standing to operate the company.

j. **No Third Party Beneficiaries.** Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

k. **Survival.** The parties hereby agree that the following provisions shall survive the expiration or early termination of this Agreement: (i) Section 7, 8, 10(c), 10(d), 11, 12, and 13 of this Agreement; and (ii) any section of a then-active Order that a party would reasonably believe should survive.

l. **Entire and Sole Agreement.** This Agreement, the Order(s) hereunder, including any Exhibits thereto, constitutes the entire and sole agreement of the parties pertaining to the subject matter hereof, and supersedes in their entirety any and all prior written and oral agreement (including, but not limited to, oral negotiations) with respect to such subject matter hereof.

m. **End User Terms of Use.** The relationship between Jellyvision and Customer's end users is spelled out in the ALEX Terms of Service located at [www.jellyvision.com/tos](http://www.jellyvision.com/tos) (or the then-current URL as determined by Jellyvision). The Terms of Service do not modify or supersede the terms of this Agreement and only specify the rights and obligations of Jellyvision and the end users to one another.

## ADDITIONAL TERMS FOR ALEX

### 1. Plan Analysis and Compatibility

a. For Customers who are new to Jellyvision, Jellyvision will complete an analysis of Customer's existing benefit plans as provided by Customer (the "**Existing Plans**") to determine compatibility with ALEX. Customer represents that its plans to be presented in ALEX are not materially different from the Existing Plans; recognizing that, if this assumption is incorrect or if additional plans are introduced at a later date, the fees, milestones, and platform requirements herein will change commensurate with the additional work Jellyvision must

undertake related to such incorrect assumption. Any change to Customer's plans outside of standard plan design elements (e.g., coverage levels, deductibles, or out of pocket maximums will be considered material changes.

b. For renewing Customers, Customer's plans presented in ALEX for the prior Subscription Term are compatible with ALEX (the "**Existing Plans**"). Customer represents that its plans to be presented in ALEX are not materially different from the Existing Plans; recognizing that, if this assumption is incorrect or if additional plans are introduced at a later date, the fees, milestones,

and other terms herein will change commensurate with the additional work Jellyvision must undertake related to such incorrect assumption. So what changes would be materially different? Any change to Customer's plans outside of standard plan design elements (e.g., coverage levels, deductibles, or out of pocket maximums).

## 2. ALEX URLs

- a. A fee will apply if Customer requests a different URL after the start of implementation.
- b. When the Subscription Term is longer than one year, the URL(s) for ALEX for future years will be determined by Jellyvision and approved by Customer.

## 3. ALEX ID

- a. ALEX ID remembers your people, creating a streamlined, personalized experience during onboarding, open enrollment and beyond.
- b. An ALEX ID is created when employees access ALEX through SSO or submit their email address to ALEX. Jellyvision collects and stores their name (optional), email, phone number (optional) and password. If SSO is enabled or a social login (such as Google Sign-On) is used Jellyvision does not store their password.
- c. We'll also store information generated from their interactions with the ALEX platform in order to provide intelligent recommendations via email, text or in-platform notifications.

## 4. ALEX Connect

- a. ALEX Connect centralizes employee benefit information into one platform, and doubles as a communication tool for Customer's HR team.
- b. Customer will upload a list of its employees' contact information: (i) in a format; (ii) in a secure manner; and (iii) to a secure location as specified by Jellyvision. Such a list will include the following information: employee email addresses, employee name, employee's work phone number (together, the "**Customer's Employee Contact List**").
- c. Once per month, Customer will upload its census file: (i) in a format; (ii) in a secure manner; and (iii) to a secure location as specified by Jellyvision. Such census file will include the following information: employee name, work

email address, medical carrier, enrolled medical plan, dental carrier, enrolled dental plan, vision carrier, enrolled vision plan, number of dependents, employee status and/or title, ethnicity and/or race, gender, hire date, location, work phone number, and salary (together, the "**Customer Census File**").

- d. Customer agrees that ALEX Connect may contact the individuals listed in Customer's Employee Contact List at Customer's request and that Jellyvision is acting as Customer's agent in transmitting any and all of these communications to anyone on the Customer's Employee Contact List. Customer agrees, so long as Jellyvision's activities are materially within the scope outlined in this Order, that Customer is responsible for any claim, allegation, or concern by any individual on the Customer's Employee Contact List that these communications violate the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act of 2003, the CAN-SPAM Act, or any law, statute, regulation, rule, or other governmental standard (collectively "**Law**"). In addition, Customer, on behalf of its employees and/or anyone on the Customer's Employee Contact List, hereby waives any claim alleging a violation of law for any activities under this Order.
- e. Customer agrees that Jellyvision may reach out to a subset of the individuals listed in the Customer Contact List in order to gauge the effectiveness of the Email Campaign(s).
- f. The parties agree that they have reviewed the terms and conditions located at <https://www.onestrive.com/terms-of-use/> ("**Terms of Use**") and that the use of ALEX Connect by each individual end-user will be governed by the Terms of Use.

## 5. ALEX Benefits Communications

- a. Jellyvision will help craft and send a series ("**Campaign**") of email messages and text messages ("**Messages**") based on Customer's communication plan for Customer's open enrollment period ("**OE**"), which begins on the OE Start Date and ends on the OE End Date. Each Campaign will begin on a date mutually

agreed by the parties ("Campaign Launch Date").

b. Customer will upload its list of contact information to Jellyvision, including but not limited to, employee email addresses, employee name, employee's work phone number (together, the "Customer's Employee Contact List"), in a format specified by Jellyvision, and in a secure manner as directed by Jellyvision. Customer warrants that the Customer's Employee Contact List contains only the contact information of Customer's benefits-eligible employees, and that Jellyvision is hereby authorized to contact such benefits-eligible employees on behalf of Customer. To the extent not forbidden by applicable law, Customer agrees to defend, indemnify and hold Jellyvision and its licensors harmless from and against any and all third party claims, damages, liability, losses, costs and expenses related to or arising out of: (i) a Message; (ii) a Campaign; or (iii) the Customer's Employee Contact List. In any event, Customer agrees not to raise any prohibition against indemnification as a defense to any indemnification claim.

c. ALEX Benefits Communications Releases...

i. ALEX Benefits Communications includes up to three (3) Campaign Releases for each Campaign.

ii. Jellyvision utilizes the release process for Customer review and approval of Messages prior to Campaign Launch, as follows: a "Campaign Release" is a draft of all Messages comprising a communications Campaign that Jellyvision presents to Customer via a Word document (or via another medium). Customer provides feedback on each Campaign Releases, including any corrections or revisions, typically within 3-4 business days after Jellyvision provides each Campaign Releases, then final approval for the Campaign Launch, as specified in the agreed upon Campaign schedule.

iii. Final approval refers to express written approval from all Customer stakeholders that all Campaign content is in its finished form.

iv. For each Campaign Release delivered in excess of those set forth above, or delivered by Jellyvision as a "rush release" outside the Campaign schedule, Customer shall pay \$3,000 ("Additional Campaign Release Fee"). If Customer misses the applicable sign-by date or is late on feedback or approvals, it may lead to a delay in the applicable Campaign Launch, or may require Jellyvision to perform a "rush release" in order to meet the applicable Campaign Launch, which will also be subject to the Additional Campaign Release Fee.

d. Open Enrollment Engagement Package:

- i. One (1) Campaign with up to six (6) Messages for up to two (2) unique segments.
- ii. Demographic tracking and analytics report.
- iii. The Campaign Launch Date may be up to two (2) weeks before the OE Start Date. The Campaign End Date may be up to one (1) week after the OE End Date. However, the maximum duration of the Campaign is the duration of the OE period plus two (2) weeks.
- iv. All unused Messages will expire after the Campaign End Date.
- v. Includes two (2) rounds of revision, allow-listing support, and one list update during OE.

e. Open Enrollment Package:

- i. One (1) Campaign of up to eight (8) Messages.
- ii. The Campaign will begin on the Campaign Launch Date and will end on or before the OE End Date.
- iii. All unused Messages will expire on the OE End Date.
- iv. The maximum duration of the Campaign is three (3) weeks.

f. Open Enrollment+ Package:

- i. One (1) Campaign of up to fifteen (15) Messages.
- ii. The Campaign will begin on the Campaign Launch Date and will end on or before the OE End Date.
- iii. All unused Messages will expire on the OE End Date.
- iv. The maximum duration of the Campaign is four (4) weeks.

g. Open Enrollment + Quarterly Package:

- i. One (1) Campaign of up to ten (10) Messages during OE.
- ii. Three (3) additional Campaigns, comprising up to six (6) Messages per Campaign.
- iii. Future campaign launch dates will be mutually agreed upon by Customer and Jellyvision, and must be launched no later than eleven (11) months from the initial Campaign Launch Date.

- iv. All unused Messages and Campaigns will expire 365 days after the first Message is sent by Jellyvision.
  - h. Custom Campaign:
- i. Jellyvision will execute the Campaign described in the respective Appendix 1.

**6. ALEX Implementation Releases...**

- a. As applicable based on Customer's subscribed-to ALEX products, the following governs the applicable number of releases:
- i. ALEX Benefits Counselor (with Retirement) includes up to three (3) Releases for implementation, and an additional Release with ALEX Advanced.
- ii. Benefits Sneak Peek video includes 1 Release for implementation.
- iii. New Hire Sneak Peek video includes 1 Release for implementation.
- b. Jellyvision utilizes the release process for Customer review and approval of ALEX prior to launch, as follows: a "**Release**" is a draft of the Software that Jellyvision presents to Customer via a testing URL, along with documentation verifying the data that Jellyvision entered into the back-end system used to build ALEX. Customer provides feedback on each Release, including any corrections or revisions, typically within 3-4 business days after Jellyvision provides each Release, then final approval for the ALEX launch, as specified in the implementation schedule.
- c. Customer shall pay \$5,000 ("**Additional Customer Release Fee**") for each release

delivered in excess of those set forth above on a per feature basis, or delivered by Jellyvision as a "rush release" outside the implementation schedule. If Customer misses the applicable sign-by date or is late on feedback or approvals, it may lead to a delay in the applicable launch date, or may require Jellyvision to perform a "rush release" in order to meet the applicable launch date, which will also be subject to the Additional Customer Release Fee.

**7. When the Subscription Term is longer than one year:**

- a. The subscription(s) and the associated fees are only for the items listed in the order. If additional Software needs to be added at a later date, the fees will change as documented in a mutually executed Change Order.
- b. The launch date and implementation schedule for future years of the Subscription Term will be determined by mutual agreement of Jellyvision and Customer.

**8. General**

- a. If Jellyvision shares future product ideas during the Subscription Term, Customer agrees that such ideas are Jellyvision's confidential information.
- b. Customer will be responsible for any and all taxes, however designated, that are levied or based on this Order, except for taxes based on the net income of Jellyvision.



**ORDER #004**  
**“Sign-By Date”:**  
**06/14/2024**

Customer (as defined below) as a subscriber on the ALEX® platform ("ALEX" or "Software") under the Agreement (as defined below) agree to be bound to this Order including the Terms and Conditions referenced herein and is effective as of the date last signed below (the "Effective Date").

**CUSTOMER:** City of Bloomington, IL

**AGREEMENT:** This Order is governed by the terms and conditions attached to this Order. However, these terms shall be superseded by any custom terms that have been mutually agreed to in writing by the parties.

**Launch Date:** 10/04/2024      **Expiration Date:** 10/03/2027

**SOFTWARE SUBSCRIPTION AND TOTAL FEE:**

The Total Fee is based on 650 benefits-eligible employees.

SOFTWARE SUBSCRIPTION	FEE
ALEX Advanced Year 1	\$53,847
ALEX Advanced Year 2	\$55,462
ALEX Advanced Year 3	\$57,126
<b>TOTAL FEE</b>	<b>\$166,435</b>

**FEE:**

- The Year 1 Total Fee will be invoiced upon execution of this Order and subject to the payment terms of the Agreement.
- The Year 2 Total Fee will be invoiced ninety (90) days before the first anniversary of the Effective Date, payable NET 30.
- The Year 3 Total Fee will be invoiced ninety (90) days before the second anniversary of the Effective Date, payable NET 30.

1. **URLS:** Users will access the Software via a URL determined by Jellyvision, with the following format:
  - ALEX: <https://start.myalex.com/bloomingtonil>
  - Medicare: <https://medicare.myalex.com/bloomingtonil>
2. **SIGN-BY DATE:** The pricing for this Order is valid through the Sign-By Date. Customer execution after the Sign-By Date may be subject to additional fees.
3. **ALEX LAUNCH:** Based on the Sign-By Date, Jellyvision will launch ALEX on the Launch Date ("ALEX Launch"). The ALEX Launch will include the features Customer selects prior to implementation kick-off. A detailed

implementation schedule with due dates for both Jellyvision and Customer deliverables will be provided as a separate document during implementation.

4. **SPECIFICATIONS:** Product and technical specifications are available at <https://www.jellyvision.com/specifications>. To view this page, use the password “benefits4ever”. Jellyvision may update these specifications from time to time, so long as such updates do not materially degrade ALEX.
5. **EXHIBITS:** Customizations (if any) and Workarounds (if any) are listed in Exhibit 1.

Accounts Payable Contact: Misty Shafer

Accounts Payable Email: [mshafer@cityblm.org](mailto:mshafer@cityblm.org)

Accounts Payable Phone: 309-434-2330

Our signatures below mean we both agree to what is in this Order. Jellyvision is truly grateful that Customer is a part of the ALEX family.

**City of Bloomington, IL**

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**The Jellyvision Lab, Inc.**

DocuSigned by:



79C40703E06A450...

Signature: \_\_\_\_\_

Jay Sinder

Name (Print): \_\_\_\_\_

chief Financial Officer

Title: \_\_\_\_\_

5/1/2024

Date: \_\_\_\_\_

## **EXHIBIT 1**

### **CUSTOMIZATIONS & WORKAROUNDS**

#### **CUSTOMIZATIONS**

- No customizations.

#### **WORKAROUNDS**

- Relevant workarounds delivered as part of prior year subscriptions will be carried over from Customer's existing ALEX to appropriate products. The spirit of the workarounds will be preserved, but execution of the workarounds may vary depending on how the specific edits apply to ALEX.

These workarounds will be applied to ALEX each year during the Subscription Term.