

CITY OF  
BLOOMINGTON  
CITY COUNCIL -  
REGULAR SESSION  
MEETING  
SEPTEMBER 9, 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

**Sr. Deputy City Manager** - Billy Tyus

**Deputy City Manager** - Sue McLaughlin

### 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, SEPTEMBER 9, 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. Recognition of Board & Commission Reappointment, 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. 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 August 12, 2024, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action on Approving Bills and Payroll in the Amount of \$10,654,419.57, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and Action on the Purchase of a New Pro-Deck for Grossinger Motors Arena, in the Amount of \$149,950.00, as requested by the Arts & Entertainment Department. *(Recommended Motion: The proposed Purchase be approved.)*
- D. Consideration and Action on an Intergovernmental Agreement with the McLean County Soil and Water Conservation District (MCSWCD), Town of Normal, McLean County, and the Bloomington/Normal Water Reclamation District (BNWRD), Regarding the Funding of a Soil Conservationist through the MCSWCD, as requested by the Water Department. *(Recommended Motion: The proposed*

*Intergovernmental Agreement be approved.)*

- E. Consideration and Action to Approve a Contract with SiteMed Fire to Provide Occupational Safety and Health Administration (OSHA) Required Medical Surveillance and Physical Evaluation, in the Amount Not to Exceed \$59,114, as requested by the Human Resources Department and the Fire Department. *(Recommended Motion: The proposed Contract be approved.)*
- F. Consideration and Action on a Resolution Authorizing Waiving the Formal Bidding Requirements and Approving a Two (2) Year Agreement Between the City of Bloomington and SCADAware Inc., in the Amount of \$250,000 for Ongoing SCADA Maintenance and Emergency Services, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*
- G. Consideration and Action on a Resolution Authorizing a Contract for Axon Software and Equipment for Five Marked Police Vehicles, in the Amount of \$50,990.30, as requested by the Police Department. *(Recommended Motion: The proposed Resolution be approved.)*
- H. Consideration and Action to Approve a Resolution in Support of an Illinois Transportation Enhancement Program Grant Application for Pedestrian and Bicycle Improvements on Constitution Trail, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Resolution be approved.)*
- I. Consideration and Action on an Ordinance Amending Section 39-804(a) to Clarify the Duty of Facilitators of the Rental of Hotel and Motel Rooms to File Monthly Tax Returns, as requested by the Legal Department and the Finance Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- J. Consideration and Action on a Resolution Approving the Open Space Lands Acquisition and Development (OSLAD) Grant Resolution to Certify the City of Bloomington has Sufficient Funds to Complete the Sunnyside Park Sustainability Initiative Project within a Three (3) Year Period if Notified of the OSLAD Grant Award, as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Resolution be approved.)*

## **8. Regular Agenda**

- A. Consideration and Action on an Ordinance Declaring an Emergency Related to Homelessness within the Community and Authorizing the City Manager to Issue Executive Orders to Increase Indoor Shelter Capacity, as requested by Mayor Mboka Mwilambwe and City Council. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeff Jurgens, City Manager, 5 minutes; and City Council Discussion, 10 minutes.)*
- B. Presentation and Update on City Council's Housing Initiatives, as requested by the Administration Department. *(Recommended Motion: None; Presentation only.) (Presentation by Jeff Jurgens, City Manager; Billy Tyus, Deputy City Manager; and Melissa Hon, Economic & Community Development Director, 15 minutes; and City Council Discussion, 10 minutes.)*

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



**10. Mayor's Discussion**

**11. Council Member's Discussion**

**12. Executive Session**

**13. Adjournment**

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



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

**FOR COUNCIL:** September 9, 2024

**WARD IMPACTED:** City-Wide Impact

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

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

**STRATEGIC PLAN LINK:**

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 5b. City decisions consistent with plans and policies

**BACKGROUND:** The included reappointment is representative of City Council's approval from the August 26, 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](#)



# Reappointment

Transportation Commission:

- **Joseph Blaney**



**CONSENT AGENDA ITEM NO. 7.A.**

**FOR COUNCIL:** September 9, 2024

**WARD IMPACTED:** City-Wide Impact

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

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

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

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

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

**FINANCIAL IMPACT:** N/A

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

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

**ATTACHMENTS:**

[CLK 1B Minutes](#)



**MINUTES**  
**CITY COUNCIL - REGULAR SESSION**  
**MONDAY, AUGUST 12, 2024, 6:00 P.M.**

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

**Roll Call**

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

**Recognition/Appointments**

No recognitions or appointments were made.

**Public Comment**

Mayor Mwilambwe read a public comment statement of procedure. Wayne Karplus emailed public comment. Douglas Manley registered to speak, but was not present. Peter Pontius, Crystal Haycraft, Desha Cobb, and Surena Fish spoke in person.

**Consent Agenda**

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

**Council Member Boelen made a motion, seconded by Council Member Ward, to approve the Consent Agenda with the exception of Item 7.K.**

Item 7.A. Consideration and Action to Approve the Minutes of the July 8, 2024, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$11,941,484.80, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and Action on an Ordinance Amending the Budget Ordinance for Fiscal Year (FY) Ending April 30, 2025, to Utilize Fund Balance and Increase the Federal Equitable Sharing Forfeiture Funds Under the Drug Enforcement Fund Budget By \$19,628 and to Approve the Purchase of Mobile Radio Equipment from Motorola Solutions, as a Limited

Source, in the Amount \$54,986, as requested by the Police Department. (Recommended Motion: The proposed Ordinance and Purchase be approved.)

**ORDINANCE NO. 2024 – 059**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR FISCAL YEAR (FY) ENDING APRIL 30, 2025 TO UTILIZE FUND BALANCE AND INCREASE THE FEDERAL EQUITABLE SHARING FORFEITURE FUNDS UNDER THE DRUG ENFORCEMENT FUND BUDGET BY \$19,628, AND TO APPROVE THE PURCHASE OF MOBILE RADIO EQUIPMENT FROM MOTOROLA SOLUTIONS, AS A LIMITED SOURCE, IN THE AMOUNT OF \$54,986**

Item 7.D. Consideration and Action on a Resolution Authorizing a Rental Agreement with Coe Equipment, Inc. for a TruVac Vacuum Excavator for the Rental Amount of \$150,000 with an Option to Purchase after the Rental Period for an Additional \$404,070.95, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2024 – 041**

**A RESOLUTION AUTHORIZING A RENTAL AGREEMENT WITH COE EQUIPMENT, INC. FOR A TRUVAC VACUUM EXCAVATOR FOR THE RENTAL AMOUNT OF \$150,000 WITH AN OPTION TO PURCHASE AFTER THE RENTAL PERIOD FOR AN ADDITIONAL \$404,070.95**

Item 7.E. Consideration and Action on a Resolution Authorizing the City of Bloomington's Participation in the Settlement Agreement Arising from the Visa and Mastercard Interchange Fees Class Action Lawsuit, as requested by the Legal Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2024 – 042**

**A RESOLUTION AUTHORIZING THE CITY OF BLOOMINGTON'S PARTICIPATION IN THE SETTLEMENT AGREEMENT ARISING FROM THE VISA AND MASTERCARD INTERCHANGE FEES CLASS ACTION LAWSUIT**

Item 7.F. Consideration and Action on an Ordinance Approving the Final Plat of Thompson-QuikTrip Phase 1, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

**ORDINANCE NO. 2024 – 060**

**AN ORDINANCE APPROVING THE FINAL PLAT OF THOMPSON-QUIKTRIP PHASE 1**

Item 7.G. Consideration and Action on an Ordinance Authorizing a Construction Agreement with Hoerr Construction, Inc., for the Fiscal Year 2025 Sewer Rehabilitation and CCTV Inspection Program (Bid #2025-07), in the Amount of \$1,773,299.60, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

**ORDINANCE NO. 2024 – 061**

**AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH HOERR CONSTRUCTION, INC., FOR THE FISCAL YEAR 2025 SEWER REHABILITATION & CCTV INSPECTION PROGRAM (BID #2025-07), IN THE AMOUNT OF \$1,773,299.60**

Item 7.H. Consideration and Action on an Application from Hurley Entertainment Group, Inc., d/b/a Spotted Dog Tavern, located at 1504 Morrissey Drive, Requesting Approval of a

Change in Ownership of the Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Request be approved.)

Item 7.I. Consideration and Action on an Application from Chronister Oil Company, Inc., d/b/a QIK N EZ, located at 1607 Morrissey Drive, Requesting Approval of a Change in Ownership/Corporate Name for their Class PAS (Packaged Sales, All Types of Alcohol, Sunday) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Requests be approved.)

Item 7.J. Consideration and Action on an Application from Turf Matters, LLC, d/b/a Bloomington Tennis & Turf, located at 4101 Wicker Rd, Requesting Approval of the Creation of a Class EBS (Entertainment/Recreational Sports Venue, Beer and Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

**Mayor Mwilambwe directed the Clerk to call roll:**

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

### **Items Pulled from the Consent Agenda**

*The following item was pulled from the Consent Agenda by Mayor Mwilambwe:*

Item 7.K. Consideration and Action on an Application from Mauli, Inc., d/b/a Galaxy Liquor & Smoke, located at 2210 Cottage Ave., Unit B, Requesting Approval of the Creation of a Class PAS (Packaged Sales, All Types of Alcohol, Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be denied.)

Mayor Mwilambwe stated that he had pulled the Item to share that the City Clerk Department had received a memorandum from the applicant's legal counsel addressed to Council on Friday August 9, 2024 containing additional information. He explained that new information on the application received outside of the public hearing held at the July 9, 2024 Liquor Commission could not be considered by Council. He shared that the Council agenda packet contained the Liquor Commission's meeting minutes, as well as the Liquor Commissioner's recommendation. He mentioned that Council could remand the matter back to the Liquor Commission should it like additional information considered or it could proceed with consideration of the Liquor Commissioner's recommendation.

**Council Member Ward made a motion, seconded by Council Member Boelen, to deny the Item as presented, per Liquor Commission recommendation.**

**Mayor Mwilambwe directed the Clerk to call roll:**

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

### **Regular Agenda**

*The following Item was presented:*

Item 8.A. Consideration and Action on a Resolution Authorizing Waiving Formal Bidding Requirements and Approving an Agreement with Iverson Consulting Group (ICG) through December 20, 2024, as requested by the Administration Department.

City Manager Jeff Jurgens provided an overview of the Continuous Improvement Initiative. He stressed that the Initiative aimed to improve efficiencies of City processes and the quality of services provided, and was not focused on eliminating staff. He shared how fostering a culture of continuous improvement, the City would be empowered to better respond to the needs of residents optimizing resource allocation and adapting to changing circumstances. He discussed how the contract would also focus on training and development, as well as 2-3 changes that could be implemented by the end of 2024 and mentioned that the program would begin in August of 2024 with progress being reported in December of 2024 and action on next steps continuing into 2025.

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

**Mayor Mwilambwe directed the Clerk to call roll:**

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

**Motion carried.**

#### **RESOLUTION NO. 2024 - 043**

#### **A RESOLUTION AUTHORIZING WAIVING FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH IVERSON CONSULTING GROUP (ICG) FROM THROUGH DECEMBER 20, 2024**

#### **City Manager's Discussion**

City Manager Jurgens provided updates on the efforts of the coalition working to address homelessness and reported that work was being done to close the parking lot tent encampment to instead provide proper shelter. He mentioned the Bloomington Public Library grand opening and highlighted the efforts of Jeannie Hamilton, Library Director. He then discussed successes of the 2023 initiative to hire firefighters, recognized the Finance Department for receiving national achievements for great budget preparation, and lastly shared a story about Bloomington's connection to the 2024 Olympics.

#### **Mayor's Discussion**

Mayor Mwilambwe echoed City Manager Jurgens excitement. He expressed appreciation for the dedication, creativity, and ingenuity of City Manager Jurgens and staff throughout the City and highlighted stats from the Build Bloomington website. He noted efforts of staff were improving housing.

#### **Council Member's Discussion**

Council Member Hendricks highlighted the August 3rd Pridefest and thanked Jan Lancaster and the team at The Bistro for their work.

Council Member Lee expressed his thanks to the Parks & Recreation Department for their work on the pickleball court at Rollingbrook Park.

Council Member Montney thanked the Public Works team for their work and then thanked Josh Hansen and City Manager Jurgens for their efforts fostering a culture of continuous improvement in their Public Works project.

#### **Executive Session**

No Executive Session was held.



## Adjournment

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

**Mayor Mwilambwe directed the Clerk to call roll:**

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

**Motion carried (viva voce).**

The meeting adjourned at 6:32 P.M.

**CITY OF BLOOMINGTON**

**ATTEST**

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Mboka Mwilambwe, Mayor

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Leslie Smith-Yocum, City Clerk



**CONSENT AGENDA ITEM NO. 7.B.**

**FOR COUNCIL:** September 9, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on Approving Bills and Payroll in the Amount of \$10,654,419.57, 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 \$ 10,654,419.57 (Payroll total \$3,381,530.67 Accounts Payable total \$7,173,267.21 and Bank Transfers total \$99,621.69.

**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
8/23/2024	\$ 2,758,418.79	\$ 621,582.27	\$ 3,380,001.06
			\$ -
Off Cycle Adjustments	\$ 1,301.32	\$ 228.29	\$ 1,529.61
<b>PAYROLL TOTAL</b>			<b>\$ 3,381,530.67</b>

### ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
9/9/2024	AP General	\$ 6,773,851.51
9/9/2024	AP JMScott	\$ -
9/9/2024	AP Comm Devel	\$ 33,742.75
9/9/2024	AP IHDA	\$ -
9/9/2024	AP Library	\$ 117,852.33
9/9/2024	AP MFT	\$ 119,678.84
08/22/24-8/29/24	Out of Cycle AP	\$ 128,141.78
07/16/24-08/19/24	AP Bank Transfers	\$ 99,621.69
<b>AP TOTAL</b>		<b>\$ 7,272,888.90</b>

### PCARDS

<b>PCARD TOTAL</b>	<b>\$0.00</b>
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<b>GRAND TOTAL</b>	<b>\$ 10,654,419.57</b>
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Respectfully,

**F Scott Rathbun**  
Director of Finance



## CONSENT AGENDA ITEM NO. 7.C.

**FOR COUNCIL:** September 9, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on the Purchase of a New Pro-Deck for Grossinger Motors Arena, in the Amount of \$149,950.00, as requested by the Arts & Entertainment Department.

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

**STRATEGIC PLAN LINK:**

Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 3a. Retention and growth of current local businesses

**BACKGROUND:** The Arts & Entertainment Department is recommending the purchase of a new Pro-Deck for Grossinger Motors Arena. Pro-Deck is used to cover the ice so that concerts, conventions and other activities can safely be accommodated without the significant expense of clearing and replacing the ice.

The current decking is worn and broken with missing sections, which could be a safety hazard. The current decking does not completely cover the ice which causes melted ice and condensation to form on the deck making the floor slippery. The voids in the current Pro-Deck also make the ice prone to damage during events. Replacement of the Proper Pro-Deck will provide a safe surface that protects both the activity participants on top and the ice below.

A&E Staff are recommending the purchase of 1" thick "Ice Deck" for Grossinger Motors Arena. Each sheet of "Ice Deck" is 48" x 96". The "Ice Deck" will be purchased through All American Arena Products through Sourcewell Purchasing Contract #120320-ALL, exp. 1/8/2026. The total purchase price, including delivery and supervised install, will be \$149,950.00.

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

**FINANCIAL IMPACT:** If approved, the City will purchase the "Ice Deck" through All American Arena Products through Sourcewell Purchasing Contract #120320-ALL, exp. 1/8/2026. The total purchase price, including delivery and supervised install, will be \$149,950.00. A total of \$157,105.00 was included in the FY 2025 Budget for replacement of the current Pro-Deck under the City Arena-Capital Outlay Equipment Other than Office account (57107110-72140). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement", on page 101 and 189.

**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-5 (Enhance tourism

based economic development), ED-5.1 (Expand tourism attractions and destination, ED-3 (Workforce availability and retention), ED3.1 (Workforce availability and retention), ED-1 (Ensure a broad range of employment opportunities for all residents), ED-1.2 (Leverage community assets in attracting business).

Respectfully submitted for consideration.

Prepared by: Greg Grisham, Business Manager

**ATTACHMENTS:**

[A&E 1B Quote](#)

[A&E 1C SourceWell - Pro Deck Contract](#)

[A&E 1D Vendor Errors & Omissions](#)



1414 S. 4th Avenue  
Albert Lea, MN 56007

SOURCEWELL AWARDED  
VENDOR  
Contract #120320-ALL

# Quote

Date	Quote #
5/6/2024	3909

QUOTE VALID FOR 30 DAYS

Name / Address
Grossinger Motors Arena 101 South Madison Street Bloomington, IL 61701

Ship To
Grossinger Motors Arena 101 South Madison Street Bloomington, IL 61701 loading dock in back of bldg

Sales Rep	Terms
AR	Net 30

Description	Qty	U/M	Class	Cost	Total
1" thick - ICE DECK 1" x 48" x 96" (per sheet) -shipping included -supervised install included Note: storage carts NOT included	1	ea	Accessory Sales	149,950.00	149,950.00T

**Subtotal** \$149,950.00

**Sales Tax (0.0%)** \$0.00

**Total** \$149,950.00

Phone #	E-mail
844-231-2227	sean@allamericanarena.com

**CITY OF BLOOMINGTON, IL**  
**GENERAL INSURANCE REQUIREMENTS FOR VENDORS/CONTRACTORS**

Prior to the commencement of work governed by any contract between the CITY and the vendor/contractor, the contractor shall provide the CITY satisfactory evidence of insurance coverage. A Certificate of Insurance AND any contract stating the CITY, its employees and officials as additional named insureds will be required and will also denote the description of the job. **The vendor's/contractor's insurance shall be primary and non-contributory.**

All insurance coverage should be placed with a solid carrier who has no less than an A- VIII Best's Rating. The Contractor's program shall hold the CITY, its employees and officials harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom).

All coverage, as follows shall be maintained through the life of the contract and include, as a minimum:

**General Liability** - \$2,000,000 Bodily Injury and Property Damage (Combined Single Limit) with \$2,000,000 GL annual aggregate and will include:

Medical payments - \$5,000

Premises Operations

Products and Completed Operations

Blanket Contractual Liability Personal

Injury Liability

Expanded Definition of Property Damage

**Workers' Compensation and Employer's Liability** -

\$500,000 Bodily Injury by Accident

\$500,000 Bodily Injury by Disease, policy limits

\$500,000 Bodily Injury by Disease, each employee

**Automobile Liability** - \$1,000,000 Bodily Injury and Property Damage (CSL)

(Owned, Non-owned and Hired vehicles should be included) and include \$10,000 medical pay per passenger.

**Umbrella Liability Coverage** - \$3,000,000 each occurrence, \$3,000,000 aggregate

(These limits will be excess over all underlying coverage documents and would be the minimum required).

**Errors & Omissions Coverage** - Consultant shall maintain an errors & omissions policy in the amount of \$2,000,000.

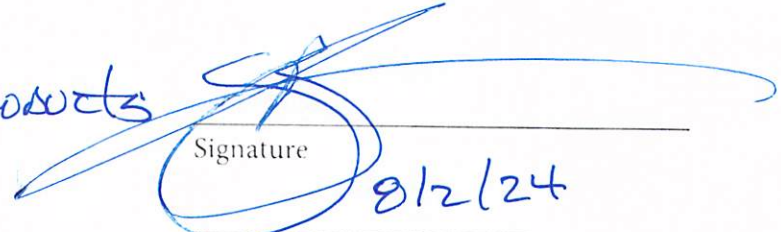
All Liability (General Liability/Auto) insurance certificates should include a "blanket additional insured" endorsement, must specify that should described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

All-American Arena Products

Firm Authorized

507-369-5646

Phone Number

  
Signature

8/2/24  
Date

Email Address:

Sean@AllAmericanArena.com



of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the Owner shall be subject to deduction or set off by the Owner by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the Owner. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the Owner.

10. **Termination.** The Owner may, at any time, suspend or terminate this Contract, in whole or in part, by written notice. Upon suspension or termination for convenience of the Owner, the Owner shall reimburse the Seller for expenses (which shall not include lost profits) resulting directly from any such termination or suspension, which amount shall in no event exceed the applicable pro rata portion of the Contract Price. The Seller shall not be paid for any work done after receiving notice of such suspension or termination for convenience nor for any expenses incurred which could have been reasonably avoided. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Owner. The foregoing states the Owner's entire liability and the Seller's exclusive remedy for any termination or suspension of all or any part of this Contract for convenience of the Owner. If, however, termination is occasioned by the Seller's breach of any condition hereof, including breach of warranty, or by the Seller's delay, except due to circumstances beyond the Seller's control and without the Seller's fault or negligence, the Seller shall not be entitled to any claim or costs or to any profit and the Owner shall have against the Seller all remedies provided by the law and equity.
11. **Taxes.** The Owner is exempt from State and Local taxes.
12. **Limit of Liability.** In no event shall the Owner be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The Owner's liability on any claim arising out of or connected with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
13. **Assignments and Subcontracting.** Neither this Contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the Owner.
14. **Remedies.** The Owner's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefore shall not waive any breach.
15. **Law Governing.** The Contract shall be governed by and construed according to the internal laws, but not the conflict of law rules, of the State of Illinois.
16. **Inspection.** NO Substitutions will be accepted by the Owner without prior written approval. The Owner reserves the right to inspect goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of goods at time of delivery. Damaged goods or materials will be rejected and returned to seller.
17. **Non-Discrimination.** The Seller shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (2000), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 IL Admin Code 750 Appendix A. Seller shall also comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.1 et seq. (2000) as amended and the Civil Rights Act of 1964, 42 U.S.C. sec 2000 et seq. (2000) as amended.
18. **Insurance.** Certificate of Insurance naming City of Bloomington as additional insured must be provided to City Clerk and a copy to Procurement Services.
19. **Prevailing Wage.** The State of Illinois requires under public works contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with the Prevailing Wage Act (820 ILCS 130) as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the most current monthly prevailing wage rates by County is posted on the Illinois Department of Labor website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. This also acknowledges Public Act 100-1177 effective June 1, 2019. Prevailing Wage rates change monthly, and it is the **contractor's responsibility** to ensure the correct wage is paid.
20. **Permits.** All applicable permits shall be obtained before commencing work. City of Bloomington permits must also be obtained, but fees will be waived unless otherwise indicated in contract specifications.



## Standard Terms & Conditions

1. **Acceptance of Purchase Order.** This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the City of Bloomington ("Owner") any of the goods ordered herein or renders for the Owner any of the services ordered herein. If this Purchase Order has been issued by the Owner in response to an offer, then the issuance of this Purchase Order by the Owner shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the Owner and shall not be binding upon the Owner unless specifically accepted by the Owner in writing.
2. **Entire Agreement.** Upon acceptance of this Purchase Order, this Purchase Order and all specifications, drawings, and data submitted to the Seller with this Purchase Order or the solicitation for this Purchase Order shall constitute the entire contract between the Owner and the Seller (the "Contract"). The Contract replaces, supersedes, and merges all prior discussions, agreements, or understandings between the parties and shall be changed only by written agreement of the parties.
3. **Indemnification.** The goods or services to be furnished under this Contract shall be provided at the sole risk and cost of the Seller until final payment therefore. The Seller shall, promptly and without charge to the Owner, repair, replace, or pay for, any damage or loss suffered as a result of the work of this Contract. The Seller shall indemnify, keep, and hold harmless the Owner and its agents, officials, and employees from and against all injuries, losses, damages, claims, suits, liabilities, costs, and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of the Seller, its agents, employees, or subcontractors. This indemnification and hold harmless shall be in addition to the warranty obligations of the Seller.
4. **Default.** Time is of the essence of this Contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Owner reserves the right, without liability and in addition to its other rights and remedies, to terminate this Contract by notice effective when received by the Seller and to purchase substitute items or services elsewhere and to charge the Seller with any and all losses incurred.
5. **Transportation Charges.** Transportation expense for all shipments shall be prepaid, F.O.B. point of destination. No charges will be allowed by the Owner for transportation, packing, cartage or containers unless otherwise authorized in this Contract.
6. **Unavoidable Delay.** If the Seller is delayed in delivery of goods purchased under this Contract by a cause beyond its control, then the Seller, upon receiving knowledge of such delay, must give written notice immediately to the Owner and request an extension of time or such extension shall be waived. An extension shall be granted at the sole and absolute discretion of the Owner.
7. **Warranty.** The Seller warrants that the prices for the goods or services sold to the Owner under this Contract are not less favorable than those currently extended to any other customer for the same or like goods or services in equal or less quantities. In the event the Seller reduces its price for such goods or service during the term of this Contract, the Seller agrees to reduce the prices hereof correspondingly. The Seller warrants that all goods and services furnished hereunder will be new and will conform in all respects to the terms of this Contract and that they will be free from latent and patent defects in materials, workmanship, title, and design. In addition, the Seller warrants that said goods and services are suitable for the purposes for which they are purchased, manufactured, and designed or for such other purposes as are expressly specified in this Contract. The Owner may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. No inspection, test, acceptance, payment, or use of the goods or services furnished hereunder shall affect the Seller's obligation under these warranties and such warranties shall survive such inspection, test, acceptance, payment, and use. The Seller's warranties shall run to the Owner and its successors and assigns.
8. **Regulatory Compliance.** The Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) will have been produced in compliance with, and the Seller agrees to be bound by, all applicable Federal, State, and local laws, standards, rules, and regulations. Without limiting the generality of the foregoing, the Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
9. **Payment.** Payments will be made in accordance with the terms on the face of this Contract, or the Seller's invoice, whichever are more favorable to the Owner and payment date therefore shall be calculated from the receipt

## Standard Terms & Conditions

1. **Acceptance of Purchase Order.** This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the City of Bloomington ("Owner") any of the goods ordered herein or renders for the Owner any of the services ordered herein. If this Purchase Order has been issued by the Owner in response to an offer, then the issuance of this Purchase Order by the Owner shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the Owner and shall not be binding upon the Owner unless specifically accepted by the Owner in writing.
2. **Entire Agreement.** Upon acceptance of this Purchase Order, this Purchase Order and all specifications, drawings, and data submitted to the Seller with this Purchase Order or the solicitation for this Purchase Order shall constitute the entire contract between the Owner and the Seller (the "Contract"). The Contract replaces, supersedes, and merges all prior discussions, agreements, or understandings between the parties and shall be changed only by written agreement of the parties.
3. **Indemnification.** The goods or services to be furnished under this Contract shall be provided at the sole risk and cost of the Seller until final payment therefore. The Seller shall, promptly and without charge to the Owner, repair, replace, or pay for, any damage or loss suffered as a result of the work of this Contract. The Seller shall indemnify, keep, and hold harmless the Owner and its agents, officials, and employees from and against all injuries, losses, damages, claims, suits, liabilities, costs, and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of the Seller, its agents, employees, or subcontractors. This indemnification and hold harmless shall be in addition to the warranty obligations of the Seller.
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5. **Transportation Charges.** Transportation expense for all shipments shall be prepaid, F.O.B. point of destination. No charges will be allowed by the Owner for transportation, packing, cartage or containers unless otherwise authorized in this Contract.
6. **Unavoidable Delay.** If the Seller is delayed in delivery of goods purchased under this Contract by a cause beyond its control, then the Seller, upon receiving knowledge of such delay, must give written notice immediately to the Owner and request an extension of time or such extension shall be waived. An extension shall be granted at the sole and absolute discretion of the Owner.
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8. **Regulatory Compliance.** The Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) will have been produced in compliance with, and the Seller agrees to be bound by, all applicable Federal, State, and local laws, standards, rules, and regulations. Without limiting the generality of the foregoing, the Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
9. **Payment.** Payments will be made in accordance with the terms on the face of this Contract, or the Seller's invoice, whichever are more favorable to the Owner and payment date therefore shall be calculated from the receipt

of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the Owner shall be subject to deduction or set off by the Owner by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the Owner. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the Owner.

10. **Termination.** The Owner may, at any time, suspend or terminate this Contract, in whole or in part, by written notice. Upon suspension or termination for convenience of the Owner, the Owner shall reimburse the Seller for expenses (which shall not include lost profits) resulting directly from any such termination or suspension, which amount shall in no event exceed the applicable pro rata portion of the Contract Price. The Seller shall not be paid for any work done after receiving notice of such suspension or termination for convenience nor for any expenses incurred which could have been reasonably avoided. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Owner. The foregoing states the Owner's entire liability and the Seller's exclusive remedy for any termination or suspension of all or any part of this Contract for convenience of the Owner. If, however, termination is occasioned by the Seller's breach of any condition hereof, including breach of warranty, or by the Seller's delay, except due to circumstances beyond the Seller's control and without the Seller's fault or negligence, the Seller shall not be entitled to any claim or costs or to any profit and the Owner shall have against the Seller all remedies provided by the law and equity.
11. **Taxes.** The Owner is exempt from State and Local taxes.
12. **Limit of Liability.** In no event shall the Owner be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The Owner's liability on any claim arising out of or connected with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
13. **Assignments and Subcontracting.** Neither this Contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the Owner.
14. **Remedies.** The Owner's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefore shall not waive any breach.
15. **Law Governing.** The Contract shall be governed by and construed according to the internal laws, but not the conflict of law rules, of the State of Illinois.
16. **Inspection.** NO Substitutions will be accepted by the Owner without prior written approval. The Owner reserves the right to inspect goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of goods at time of delivery. Damaged goods or materials will be rejected and returned to seller.
17. **Non-Discrimination.** The Seller shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (2000), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 IL Admin Code 750 Appendix A. Seller shall also comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.1 et seq. (2000) as amended and the Civil Rights Act of 1964, 42 U.S.C. sec 2000 et seq. (2000) as amended.
18. **Insurance.** Certificate of Insurance naming City of Bloomington as additional insured must be provided to City Clerk and a copy to Procurement Services.
19. **Prevailing Wage.** The State of Illinois requires under public works contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with the Prevailing Wage Act (820 ILCS 130) as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the most current monthly prevailing wage rates by County is posted on the Illinois Department of Labor website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. This also acknowledges Public Act 100-1177 effective June 1, 2019. Prevailing Wage rates change monthly, and it is the **contractor's responsibility** to ensure the correct wage is paid.
20. **Permits.** All applicable permits shall be obtained before commencing work. City of Bloomington permits must also be obtained, but fees will be waived unless otherwise indicated in contract specifications.



**CITY OF BLOOMINGTON, IL**  
**GENERAL INSURANCE REQUIREMENTS FOR VENDORS/CONTRACTORS**

Prior to the commencement of work governed by any contract between the **CITY** and the vendor/contractor, the contractor shall provide the **CITY** satisfactory evidence of insurance coverage. A Certificate of Insurance AND any contract stating the **CITY**, its employees and officials as additional named insureds will be required and will also denote the description of the job. **The vendor's/contractor's insurance shall be primary and non-contributory.**

All insurance coverage should be placed with a solid carrier who has no less than an A- VIII Best's Rating. The Contractor's program shall hold the **CITY**, its employees and officials harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom).

All coverage, as follows shall be maintained through the life of the contract and include, as a minimum:

**General Liability** - \$2,000,000 Bodily Injury and Property Damage (Combined Single Limit) with \$2,000,000 GL annual aggregate and will include:

Medical payments - \$5,000

Premises Operations

Products and Completed Operations

Blanket Contractual Liability Personal

Injury Liability

Expanded Definition of Property Damage

**Workers' Compensation and Employer's Liability** -

\$500,000 Bodily Injury by Accident

\$500,000 Bodily Injury by Disease, policy limits

\$500,000 Bodily Injury by Disease, each employee

**Automobile Liability** - \$1,000,000 Bodily Injury and Property Damage (CSL)

(Owned, Non-owned and Hired vehicles should be included) and include \$10,000 medical pay per passenger.

**Umbrella Liability Coverage** - \$3,000,000 each occurrence, \$3,000,000 aggregate

(These limits will be excess over all underlying coverage documents and would be the minimum required).

**Errors & Omissions Coverage** - Consultant shall maintain an errors & omissions policy in the amount of \$2,000,000.

All Liability (General Liability/Auto) insurance certificates should include a "blanket additional insured" endorsement, must specify that should described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ALL-American ICE, LLC

Firm Authorized

507 369 5646

Phone Number

Signature

Date

Email Address:

ASAM@ALLAMERICANADENA.COM



## CONSENT AGENDA ITEM NO. 7.D.

**FOR COUNCIL:** September 9, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on an Intergovernmental Agreement with the McLean County Soil and Water Conservation District (MCSWCD), Town of Normal, McLean County, and the Bloomington/Normal Water Reclamation District (BNWRD), Regarding the Funding of a Soil Conservationist through the MCSWCD, as requested by the Water Department.

**RECOMMENDED MOTION:** The proposed Intergovernmental Agreement be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

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

Objective 2b. Quality water for the long term

**BACKGROUND:** The Water Department is recommending the approval of the three (3) year Intergovernmental Agreement to fund the Soil Conservationist position with the McLean County Soil and Water Conservation District (MCSWCD). The City has partnered with the MCSWCD since 1992 on watershed improvements that ensure quality water through various best management practices.

Previous Intergovernmental Agreements have been between the City of Bloomington, Town of Normal and McLean County. However, the Bloomington/Normal Water Reclamation District has agreed to partner with this and future agreements in order to coordinate and collaborate on different projects related to watershed management.

The Soil Conservationist position has been indispensable to the Water Department. It acts as the City's liaison with producers in its drinking water reservoir watersheds; provides grant writing to garner State, Federal and private foundation grant dollars; provides presentations to producers; provides presentations to various scientific groups; handles payments to producers in the watersheds; assist in writing the City's watershed plans for both reservoirs; and assists in writing the IEPA approved Source Water Protection Plan. MCSWCD also administers the bidding and construction of the multi-year shoreline and streambank stabilization projects.

The strong foundation resulting from an established watershed conservation program fostered partnerships with other public and private organizations to obtain funding for activities in our drinking water reservoirs and their watersheds in excess of \$1.5 million dollars over the course of the partnership. In addition, the State has praised the City's watershed program and lake management efforts, of which the soil conservationist position is a critical piece.

This cooperative effort would entail a commitment from the City Water Fund in the amount of \$90,000 for year one and \$100,000 for the second and third year of the agreement.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Town of Normal; the County of McLean, McLean County Building and Zoning, McLean County Regional Planning Commission, McLean County Highway Department, and Bloomington/Normal Water Reclamation District.

**FINANCIAL IMPACT:** This cooperative effort would entail a commitment from the City Water Fund in the amount of \$90,000 for year one and \$100,000 for the second and third year of the agreement. The funding is included in the Lake Maintenance - Other Professional and Technical Services Account (50100140-70220). Stakeholders can locate this in the FY 2025 Budget Book titled, "Other Funds & Capital Improvement Program" on page 136. If approved, the Water Department will include the \$100,000 for FY 2026 & FY 2027 in those respective year budgets.

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

**COMMUNITY DEVELOPMENT IMPACT:** This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal 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 1B Agreement](#)

[WTR 1C 2021-2024 Agreement](#)

## INTERGOVERNMENTAL AGREEMENT 2024-2027

This agreement is entered into as of this 1<sup>st</sup> day of October 2024, by and between the City of Bloomington, Town of Normal, County of McLean, Bloomington/Normal Water Reclamation District (hereinafter referred to as the “City”, “Town”, “County” and “BNWRD”) and the McLean County Soil and Water Conservation District (hereinafter referred to the “District”).

### **A. Purpose of This Agreement:**

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Watersheds Management Program, hereafter referred to as the “Program” prepared by the District, and include:

- a. services outlined in the description of service section;
- b. assistance to the City, Town, County and BNWRD in obtaining grant funding for watershed management projects; and
- c. facilitate the creation, review, and modifications of the watershed plans.

### **B. Period of Agreement:**

- a. The period of this agreement commences October 1, 2024, and ends October 1, 2027.

### **C. Payment:**

- a. The first year of the agreement (2024-2025), payments of \$90,000 shall be made by the City, \$10,000 by the Town, \$10,000 by the County and \$25,000 by BNWRD by the first (1<sup>st</sup>) week of October, pending the receipt of invoices from the District by the 20<sup>th</sup> day of the preceding month.
- b. The second (2<sup>nd</sup>) year of the agreement (2025-2026), payments of \$100,000 shall be made by the City, \$10,000 by the Town, \$10,000 by the County and \$25,000 by BNWRD by the first (1) week of October, pending the receipt of invoices from the District by the 20<sup>th</sup> day of preceding month.
- c. The third (3<sup>rd</sup>) year of the agreement (2026-2027), payments of \$100,000 shall be made by the City, \$10,000 by the Town, \$10,000 by the County and \$25,000 by BNWRD by the first (1) week of October, pending the receipt of invoices from the District by the 20<sup>th</sup> day of preceding month.

### **D. Description of Services:**

The following services shall serve a base package provided by the District to each participant in the IGA:

- a. Promote agricultural and conservation practices in McLean County which includes the watersheds within the Mackinaw, Salt Creek, Vermillion, and Upper Sangamon River Basins via newsletters, news releases, social media, field days and demonstration sites.



- b. Coordinate with producers in McLean County to continue the implementation of nutrient management and conservation practices.
- c. Promote Best Management Practices (BMP) such as waterways, filter strips, nutrient management, conservation tillage, stream bank stabilization, wetlands and cover crops, through available federal and state cost share programs to producers and participants in this Intergovernmental Agreement. McLean County.
- d. Examine, assess, and monitor each participants adherence to BMP's involving operations near waters of the United States. This includes preparing recommendations to protect and strengthen standards to protect water quality.
- e. Act as a liaison between governmental agencies such as US Fish and Wildlife and the Illinois Environmental Protection Agency, local agencies such as Ecology Action Center or chapters of conservation groups operating or new to McLean County.
- f. Provide annual status reports of the implementation of the Program to participants within this intergovernmental agreement.
- g. Prepare a specific update for projects such as the Evergreen Lake and Lake Bloomington Watershed Plans.
- h. Collaborate with institutions of higher learning to continue and enhance the valuable partnership between students, researchers, faculty to continue to improve water quality.
- i. Serve as liaison between all parties with lake shoreline and streambank stabilization projects. Work closely with consultant, contractors, and Army Corp of Engineers to ensure successful implementation of projects and grants.
- j. Coordinate and implement prairie restoration projects for public lands within McLean County as resources permit.
- k. Coordinate educational opportunities to advance emerging farming technologies to achieve efficiencies and reduce nutrient runoff that adversely impacts water quality.
- l. In conjunction with specific parties within the agreement Coordinate and collaborate to manage projects bid, in compliance with Federal, State and Local laws, including the payment of prevailing wage where required, that further this agreement, on behalf of the parties and subject to funding approval by the applicable parties.

#### **Additional Agreements:**

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

#### **Indemnification and Hold Harmless:**

The District shall save and hold harmless the City, Town, County and BNWRD, (including its officials, agents and employees) free and harmless from all liability, public or private penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, cause of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected



with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town, County and/or BNWRD, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

\_\_\_\_\_  
City of Bloomington

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Normal

\_\_\_\_\_  
Date

\_\_\_\_\_  
County of McLean

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bloomington/Normal Water Reclamation District

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
McLean County Soil & Water Conservation District

  
\_\_\_\_\_  
Date

## INTERGOVERNMENTAL AGREEMENT 2021-2024

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

**A. Purpose of This Agreement:**

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

**B. Period of Agreement:**

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

**C. Payment:**

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

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

**D. Description of Services:**

The District shall:

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

Farm Bureau and Friends of EverBloom.

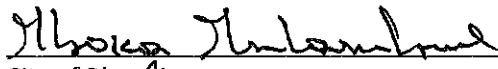
- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County.
- Prepare an update for both the Evergreen Lake and Lake Bloomington Watershed Plans.
- Work with Illinois State University to continue the valuable partnership between students,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

E. **Indemnification and Hold Harmless:**

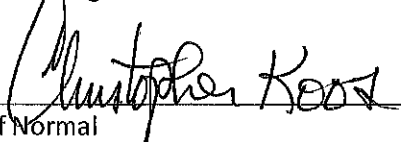
The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting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

F. **Additional Agreements:**

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

  
City of Bloomington

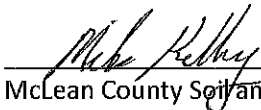
5/27/21  
Date

  
Town of Normal

6/14/21  
Date

  
County of McLean

7/8/21  
Date

  
McLean County Soil and Water Conservation District

7/6/21  
Date



## **CONSENT AGENDA ITEM NO. 7.E.**

**FOR COUNCIL:** September 9, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action to Approve a Contract with SiteMed Fire to Provide Occupational Safety and Health Administration (OSHA) Required Medical Surveillance and Physical Evaluation, in the Amount Not to Exceed \$59,114, as requested by the Human Resources Department and the Fire Department.

**RECOMMENDED MOTION:** The proposed Contract 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:** Staff is recommending the approval of a 1-year contract with SiteMed Fire ("SiteMed") to conduct OSHA-mandated respirator and hazardous material evaluations, as well as a wellness exam that meets the National Fire Protection Association ("NFPA") 1582 standard. This comprehensive approach combines proven life safety screenings and one-on-one personalized medical counseling with a medical group that understands the medical risks faced by the City's firefighters. All Sworn firefighters will have an evaluation which will include a medical component per NFPA 1582. The NFPA 1582 Wellness initiative is key to keep Firefighters healthy. By keeping employees healthy, staff anticipates preventing and/or minimizing Worker Compensation claims and personal illness/injuries requiring the use of sick leave.

SiteMed is a physician-owned healthcare company specializing in NFPA 1582 Firefighter Medical Exams whose medical providers have over 50 years of combined experience. The focus of SiteMed is on preventing disease and improving Firefighter health and safety. In the event medical issues are discovered, SiteMed will coordinate with the Firefighter and their personal physician to ensure the Firefighter is safe to work. In addition, SiteMed provides year-round access to doctors familiar with the Fire Service and standards for medical consultations. SiteMed will conduct on-site evaluations, which will minimize the time that employees are taken out of service. SiteMed will also develop a relationship with local providers for an Oversight Program for new hires or missed appointments that happen outside of the scheduled on-site evaluations. SiteMed will provide confidential results and interpretations to the Firefighter. A physician will evaluate all charts and issue clearance letters. SiteMed will provide a department summary report which will include relevant averages, ranges, and annual comparison statistics.

Employment-related occupational health services are considered a unique professional service that does not lend itself to a biddable, formal solicitation process under the City Code.

This will be year six (6) of working with SiteMed and the services provided have been beneficial to the health of the City's Firefighters. The continuation of this business relationship provides for continuity of care, reduction of injury/illness-related absences, and valuable institutional knowledge and experience gained through working with the City's Fire Department.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Local 49

**FINANCIAL IMPACT:** The Occupational Safety and Health Administration (OSHA) Required Medical Surveillance and Physical Evaluation to cover the 1-year contract are included in the Human Resources-Other Medical Expenses account (10011410-70210). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 150.

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

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

Respectfully submitted for consideration.

Prepared by: Alex Rosas, Safety and Risk Manager

**ATTACHMENTS:**

[HR 1B Agreement](#)



Chief Carl Reeb  
Bloomington Fire Department  
310 N. Lee Street  
Bloomington, IL. 61702

August 23, 2024

Proposal Pricing is guaranteed for 120 days

Please find the attached proposal for your Firefighter NFPA 1582 Health and Wellness program. We have listed several key factors that differentiate SiteMed from other companies.

### **Detailed Executive Summary**

SiteMed is a physician-owned health care company specializing in onsite NFPA 1582 firefighter medical exams. Our comprehensive approach combines proven lifesaving screenings with one-on-one personalized medical counseling.

Our medical providers have performed over 70,000 NFPA 1582 firefighter, HAZMAT, Police, EMS and fire brigade exams, and have over 50 years combined experience with NFPA 1582 and OSHA standards. SiteMed is an Equal Opportunity Employer and an E-Verify participant employer since October 15, 2010. Our E-Verify company ID # 364885.

SiteMed uses state of the art equipment and trained experienced staff. Testing is done under NFPA, OSHA, NIOSH and CAOHK procedures. We value the privacy of your firefighters and maintain medical confidentiality throughout the entire testing process.

### **The SiteMed Difference**

#### **We are a physician owned company.**

Our physicians specialize in NFPA 1582 medical exams. They lecture and write articles on firefighter health and wellness on the local, state and national level. They have performed over 70,000 NFPA 1582 Firefighter, Fire Brigade, EMS and HAZMAT exams. They understand the inherent medical risks firefighters face and know that a comprehensive NFPA 1582 firefighter evaluation program is the key to keeping firefighters healthy and reducing your department's health care costs. What does this mean for you? **Consistency, Reliability, & Dependability.**

Other companies owned by non-physicians will often hire temporary outside doctors who may not have experience with firefighter physicals. We specialize in Occupational Medicine and firefighter exams - this is what we do all day every day. Let us put our experience to work for you.

#### **Our Physicians and Staff are Licensed in all 50 states.**

From Alaska to Florida and coast to coast we have you covered. You will never have to worry if your provider is in compliance with Medical Practice Laws.

#### **We insist on the highest medical standards.**

This means that all lab and imaging studies are ordered by a state-licensed physician. All imaging studies are interpreted by a state-licensed and board-certified radiologist and a written report of all studies is given to all members.

#### **ONSITE FIREFIGHTER PHYSICALS**



**Our examination meets and can exceed the NFPA 1582 standard.**

The SiteMed NFPA 1582 medical exam program meets and, with optional specialized testing, can exceed all aspects of the NFPA 1582 standard. We work with hundreds of departments, and our program has been effective for large 1000+ member departments as well as small volunteer departments.

**We come onsite to you.**

We realize yearly exams can be a daunting process. By coming onsite, we are able to perform up to 50 exams per day and can complete a department in just days instead of weeks or months. We perform 4-8 exams per hour, which greatly helps minimize time away from work. Typically, all we need is a conference room and office to perform all of our testing. There is no need to sit and wait at an urgent care, local clinic or hospital, which puts firefighters and trucks out of service for hours at a time. This saves your department time and money and minimizes hassles related to annual physical exams. Firefighters are able to remain in service and respond to emergencies if needed.

**We focus on prevention.**

The purpose of an effective wellness program is to enhance the health of your firefighters. It is not a punitive process. Anyone can issue a clearance letter, but our focus is on preventing disease and improving firefighter health and safety. This starts with a complete NFPA 1582 physical exam and our one-on-one counseling.

**We manage medical problems.**

If medical issues are discovered, we coordinate with the firefighter and their personal physician to make sure your employee is safe to perform the **14 Essential Job Tasks** listed by the NFPA. We can usually keep your firefighters working during this process until the issue is resolved. We are available 365 days a year to help you manage and mitigate medical issues.

**We care about your health.**

As a physician-owned company, we will customize your NFPA 1582 program to reflect your specific needs. This means that we can include extras not offered by other companies such as cardiac CT scanning, ultrasound imaging, advanced genetic testing for heart disease and advanced cancer screenings.

**We use a unique two-phase process.**

In Phase 1, blood and urine specimens are collected onsite, if applicable, 2-4 weeks prior to Phase 2 testing. This process enables providers to examine and consult with your firefighters with the information in front of them (labs, X-rays, ultrasounds and medical history), just like when they see their primary care physician. This means that during their individual one-on-one counseling session, we can make health recommendations individualized to each person at the time of their consultation.

**Year-round access.**

What happens after the testing when you have a medical question? With SiteMed, you have year-round access to our doctors (who are also SiteMed's owners) for medical consultations. There is no extra charge for this service - it is part of our commitment to your department.

These are just a few of the benefits we can offer your department. Once you have had a chance to review our proposal, please feel free to contact me with any questions you may have. Thanks for giving us the opportunity to submit this proposal. We look forward to working with you soon.

## REFERENCES:

The following is a list of references who have used our services. You are encouraged to contact them to ask about SiteMed's services.

- **Marietta Fire Department (GA)** – Commander Robert Moss – 770-794-5460  
[rmoss@mariettaga.gov](mailto:rmoss@mariettaga.gov)
- **Cobb County Fire & Emergency Services** – Chief Carl Crumbley – 770-528-8304  
[carl.crumbley@cobbcounty.org](mailto:carl.crumbley@cobbcounty.org)
- **City of Smyrna (GA)**– Chief Roy Acree – 770-434-6667  
[racree@smyrnaga.gov](mailto:racree@smyrnaga.gov)
- **Henry County Fire Department (GA)** – Chief Stacey Ponder – 770-288-6652  
[sponder@co.henry.ga.us](mailto:sponder@co.henry.ga.us)
- **Sandy Springs Fire Rescue (GA)** – Chief Donny Willbanks – 770-206-2082  
[dwillbanks@sandyspringsga.gov](mailto:dwillbanks@sandyspringsga.gov)
- **City of South Fulton Fire/Rescue Department (GA)** – Chief Sterling Jones 470-809-7523  
[sterling.jones@cityofsouthfultonga.gov](mailto:sterling.jones@cityofsouthfultonga.gov)
- **Cartersville Fire Department (GA)** – Chief Scott Carter – 770-387-5635  
[scarter@cityofcartersville.org](mailto:scarter@cityofcartersville.org)
- **Cherokee Fire and Emergency Services (GA)** – Chief Eddie Robinson – 770-889-4451  
[erobinson@cherokeega.com](mailto:erobinson@cherokeega.com)
- **Paulding County Fire/Rescue (GA)** – Chief Joey Pelfrey – 404-867-2881  
[jpelfrey@paulding.gov](mailto:jpelfrey@paulding.gov)
- **Hinesville Fire Department (GA)** – Captain Andy Fowler – 912-432-1463  
[afowler@cityofhinesville.org](mailto:afowler@cityofhinesville.org)





## **Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA1582**

### **Included in our Standard Physical**

#### **Medical Component per NFPA 1582 Chapters 6 & 7**

- **Comprehensive Medical History**  
All necessary forms will be provided
- **Medical Examination - Comprehensive physical exam**  
includes- Head, Eyes, Ears, Nose, Throat, Neck, Heart, Lungs, Gastrointestinal, Genitourinary, Lymph nodes, Musculoskeletal, skin, neurological and hernia check  
Screening for Skin, Thyroid and Testicular Cancer
- **Vitals**  
Height, Weight and Blood Pressure
- **Body Composition**  
Bio Impedance Analysis (BIA)
- **Vision**  
Snellen(distance) screening
- **Lab Analysis**  
Chemistry Screen, CBC, Lipid panel, TSH, and Urinalysis, PSA (Males over 40), CA-125 on all Females, Hemoglobin A1C
  - Bloodwork will be drawn in the morning approximately 2-4 weeks prior to testing
- **Hearing Test**  
Audiogram using our Benson audiometers or whisper test
- **Pulmonary Function Testing**
- **EKG - 12-lead resting electrocardiogram**

#### **Fitness Component per NFPA 1582 Chapter 8**

- **WFI Submaximal Graded Treadmill Evaluation**  
To evaluate aerobic capacity (per NFPA 1582 C.2.1.3)
- **Hand grip strength evaluation (NFPA 1582C.2.1.5)**
- **Vertical Jump Assessment (NFPA 1582 C.2.1.8) or Leg Strength Evaluation (C.2.1.6)**
- **Arm Strength Evaluation (NFPA 1582 C.2.1.7)**
- **Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)**
- **Prone static plank core stabilization assessment (NFPA 1582 C.2.1.11)**
- **Sit and Reach Flexibility evaluation (NFPA 1582 C.2.1.12)**

#### **SiteMed Value - Additional Standard Components**

- **One-on-One consultation with a licensed medical provider**
- **Medical provider may be a Physician, Physician's Assistant or Nurse Practitioner**
- **Confidential copy of results and interpretations provided to each firefighter**
- **A Physician will evaluate all charts and issue clearance letters**
- **Clearance letters will be provided within 7 Business days of the physical examination if there are no medical issues requiring follow up**
- **Department Summary report including relevant averages, ranges, and annual comparison statistics.**

#### **ONSITE FIREFIGHTER PHYSICALS**



## Standard Labs and Screening included in physicals

### Chemistry Screening

**Screens for Liver Cancer, Biliary Cancer, Diabetes, Gout, Kidney function, Anemia and Liver Disorders**

Glucose	Total Protein
Sodium	Albumin
Potassium	Globulin
Chloride	Albumin/Globulin Ratio
Blood Urea Nitrogen	Total Bilirubin
eGFR	Alkaline Phosphatase
BUN/Creatinine ratio	Gamma-GT
Uric Acid	AST (SGOT)
Inorganic Phosphorus	ALT (SGPT)
Calcium	LDH
Iron	

### Lipids

**Screening for Cardiovascular Risk**

Triglycerides  
Cholesterol, Total  
HDL-High Density Lipoprotein Cholesterol  
LDL-Low Density Lipoprotein Cholesterol  
VLDL- Very Low-Density Lipoprotein Cholesterol  
Cholesterol/ HDL-Cholesterol  
Estimated Coronary Heart Disease Risk

### Thyroid Stimulating Hormone

**Screens for Thyroid Disease**

### Hemoglobin A1C

**Screening for Diabetes**

### Prostate-Specific Antigen (PSA)

**Screens for Prostate Cancer**

Performed on males 40 years of age and older

### Cancer Antigen 125 (CA-125)

**Screens for Ovarian Cancer**

Performed on all females

### American Heart Association /American College of Cardiology

#### Atherosclerotic Cardiovascular Disease Risk

Calculation of an individual's risk of developing a cardiovascular problem such as a heart attack or stroke within the next 10 years. Calculated for those individuals over the age of 40.

### Complete Blood Count (CBC)

**Screens for Lymphoma & Leukemia, Anemia and other Blood Disorders**

White Blood Cell Count (WBC)  
Red Blood Cell Count (RBC)  
Hemoglobin  
Hematocrit  
Platelets  
RDW  
Mean Corpuscular Volume (MCV)  
Mean Corpuscular Hemoglobin (MCH)  
Mean Corpuscular Hemoglobin Concentration (MCHC)

### Urinalysis

**Screens for Bladder and Kidney Cancers**

Color	Leukocyte esterase
Ketones	pH
Appearance	Nitrate
Occult Blood	Protein
Specific Gravity	Bilirubin
Glucose	Urobilinogen
Microscopic examination of urine sediment	



## Agreement

Phase 1 (labs and imaging)	<u>3</u> Days	Up to <u>4</u> hrs per day	Maximum # of <u>45</u> people per day
Phase 2 (Medical and Fitness)	<u>4</u> Days	Up to <u>7</u> hrs per day	Maximum # of <u>28</u> people per day

\*Scheduled days to be consecutive unless otherwise noted

\*Minimum program charge includes up to 100 total exams. Additional exams will be billed at \$463 per exam.

\*Maximum of 28 exams per 8 hour day unless otherwise noted.

\*Two day jobs are to be scheduled as afternoon/evening on day 1 and morning on day 2 unless otherwise noted.

\*Ultrasound imaging will be completed on scheduled days only; makeup ultrasounds are not available.

NOTES:

## Invoicing Terms and Conditions

I acknowledge that the services marked will be provided for 2024 physicals. If changes are made after this agreement is signed an addendum sheet will be provided and signed by both parties. Prices for Additional Services are guaranteed for the first year of this agreement and may increase in subsequent years.

(Initial)

SiteMed will invoice for 50% of the total minimum program charge plus additional services if applicable following Phase 1. The Remaining 50% and any other additional services not previously invoiced will be invoiced following phase 2. Invoices are "Due Upon Receipt". Invoices not paid within 30 days will incur a 1.5% late fee charge.

(Initial)

Any Cancellations made less than 30 days prior to scheduled dates will incur charges of 50% of the Minimum charge for time scheduled if not rescheduled for a later date. Cancellations made more than 30 days prior to scheduled dates will incur charges of 25% of the minimum charge if not rescheduled for a later date. Rescheduling services will not incur a cancellation fee.

(Initial)

If applicable Make Up Exams must be completed within 45 Days following the completion of Phase 2. Exceeding 45 days will incur multiple invoices.

(Initial)

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between SiteMed and The Bloomington Fire Department. This agreement shall exist for a period of one (1) year and will automatically renew each year thereafter with an annual price increase of 4%, unless cancelled by either party sixty (60) days prior to the annual anniversary date.

We, the undersigned, duly authorized representatives of the above parties do hereby agree to the terms and conditions outlined above.

Bloomington Fire Department – Representative

Date

  
Lance Walker DO.

08/29/2024

SiteMed – Representative

Date

### ONSITE FIREFIGHTER PHYSICALS



Services <small>Proposal Pricing is guaranteed for 120 days</small>	Quantity	Price	2024
<b>Standard NFPA 1582 Physical</b> <input type="checkbox"/> With Fitness Component	Base Program Minimum (100)	\$46,300	\$46,300
<b>Additional NFPA 1582 Physicals</b>	18	\$463	\$8,334
<b>Additional Services</b>			
Lab Corp Collection Fee	10	\$20	\$200
Behavioral Health Assessment		\$55	
DOT Medical Cards		\$50	
Titmus Vision Screening		\$35	
Cardiopulmonary Exercise Testing <small>(Offered in Marietta office location only)</small>		\$300	
<b>Imaging Services</b>			
Chest -X-rays		\$110	
CT Coronary Calcium Scoring <small>*Not available at all locations * Pricing may vary</small>	8	\$160-and up	\$1,280
Thyroid Ultrasound *		\$100	
Abdominal Ultrasound *	30	\$100	\$3,000
Pelvic / Testicular Ultrasound *		\$100	
Abdominal Aortic Aneurysm Ultrasound *		\$100	
Carotid Ultrasound *		\$100	
Echocardiogram *		\$150	
Total Body Ultrasound <b>Includes all scans with an *</b>		\$375	
<b>Screening Services</b>			
Tuberculosis Skin Test Read by FD Personnel		\$30	
Tuberculosis Skin Test Read by SiteMed Personnel		TBD	
QuantiFERON TB Gold Blood Test		\$95	
OneTest Standard Cancer Screening		\$199	
OneTest Premium Cancer Screening		\$345	
Galleri Cancer Screening		\$795	
Hepatitis B Antibody Screening		\$32	
Hepatitis C Screening		\$32	
Varicella Antibody Screening		\$55	
Measles, Mumps, Rubella Antibody Screening		\$75	
<b>Blood Testing Services</b>			
Blood Typing (ABO Grouping & Rho)		\$22	
HIV Screening		\$32	
CRP (C-reactive Protein)		\$21	
Cholinesterase, RBC (For Hazmat)		\$42	
Heavy Metals Panel (For Hazmat)		\$150	
NMR Particle Test for Cholesterol		\$45	
Fecal Occult Blood Screening		\$25	
<b>Vaccination Services</b> <small>May require additional travel fees</small>			
Tetanus/ Diphtheria/Pertussis		\$65	
<b>Totals</b>			\$59,114

#### ONSITE FIREFIGHTER PHYSICALS

1634 White Circle – Suite 101  
Marietta, GA 30066  
**SiteMedFire.com**

112 Donmoor Court  
Garner, NC 27529  
**Phone/Fax 888-837-4819**



**Billing Information**

Invoices will be addressed to: Contact Person: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
PAYMENT/INVOICE PORTAL: \_\_\_\_\_

Special billing instructions: \_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

**Agreement Addendum Notes:**

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

\_\_\_\_\_  
**SiteMed  
Initial**      **FD Personnel  
Initial**

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

\_\_\_\_\_  
**SiteMed  
Initial**      **FD Personnel  
Initial**

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

\_\_\_\_\_  
**SiteMed  
Initial**      **FD Personnel  
Initial**

**Notes:**

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **CONSENT AGENDA ITEM NO. 7.F.**

**FOR COUNCIL:** September 9, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Authorizing Waiving the Formal Bidding Requirements and Approving a Two (2) Year Agreement Between the City of Bloomington and SCADAware Inc., in the Amount of \$250,000 for Ongoing SCADA Maintenance and Emergency Services, as requested by the Water Department.

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

**STRATEGIC PLAN LINK:**

Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 2b. Quality water for the long term

**BACKGROUND:** If approved, the City will waive the formal bidding requirements and enter into a two (2)-year agreement with SCADAware Inc., for ongoing SCADA maintenance and emergency services. This time would be pre-purchased in a \$25,000 block of service hours. This type of pre-purchase allows the City to be considered at Gold service level which benefits the City with a 5% discount per hour, fixed hourly rate, 24 hour and 7 days a week availability, and standard rates for emergency calls. This not only saves the City funds but provides the critical service response time and needs for our Water service for our citizens.

The Water department currently utilizes a SCADA (Supervisory control and data acquisition) system for our water treatment and distribution monitoring. This system allows staff to monitor thousands of data points for treatment process, chemical feed systems, pumps (speed, flow, pressure, etc.), tower and tank levels, water quality, and pressure fluctuations throughout the city. The SCADA system will automatically notify staff of emergent situations that arise twenty-four (24) hours a day.

SCADAware Inc., is local company that is currently completing a \$2 million contract for upgrades and installation of new PLC equipment and SCADA software throughout the water system. The City made a significant capital investment in this project with SCADAware. SCADAware has intricate knowledge of the City's SCADA system programming, installation, and operations, Staff believe it is in the best interest of the city to retain SCADAware services to maintain this critical system. § 16-403 C(1) of the City Code allows the waiving of the formal bidding process in this situation.

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

**FINANCIAL IMPACT:** If approved, the not to exceed agreement amount of \$250,000.00 will be paid out of Water Mechanical Maintenance-Repair/Maintenance Office & Computer Equipment account (50100160-70530). A budget transfer of \$85,000 from the Water Mechanical Maintenance-Capital Outlay Equipment Other than Office account (50100160-

72140), and \$85,000 from Water Mechanical Maintenance Repair/Maintenance Infrastructure account (50100160-70550) to the Water Mechanical Maintenance-Repair/Maintenance Office & Computer Equipment account (50100160-70530) where the payments will be sourced. The budgeted funds are available to be transferred as a couple of projects have come in under budget in the Water Fund FY 2025 Budget. Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 142.

**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: Aaron Kinder, Superintendent of Mechanical Maintenance

**ATTACHMENTS:**

[WTR 2B Resolution](#)

[WTR 2C Resolution Exhibit A - Agreement](#)

**RESOLUTION NO. 2024 - \_\_\_\_**

**A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND  
APPROVING A TWO (2) YEAR AGREEMENT BETWEEN THE CITY OF BLOOMINGTON  
AND SCADAWARE INC., IN THE AMOUNT OF \$250,000 FOR ON GOING SCADA  
MAINTENANCE AND EMERGENCY SERVICES**

**WHEREAS**, the City is completing upgrades and installation of new PLC equipment and SCADA software throughout the water system; and

**WHEREAS**, the City of Bloomington (CITY) previously approved a \$2 million contract with SCADAware Inc., for these upgrades; and

**WHEREAS**, the City made a significant capital investment in this project; and

**WHEREAS**, SCADAware Inc., has intricate knowledge of the City's SCADA system programming, installation, and operations; and

**WHEREAS**, § 16-403 C(1) of the City Code allows the waiving of the formal bidding process in this situation; and

**WHEREAS**, Staff believe it is in the best interest of the City to continue SCADAware services by entering into a contract (Exhibit A) to maintain this critical system.

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

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

**PASSED** this 9<sup>th</sup> day of September 2024.

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

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk



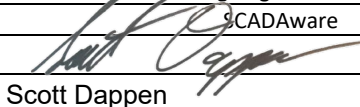
# SCADAware

*transforming automation for continuous improvement*

SCADAware Service Agreement Details and Options Selections			
Contract No.	SA2024203		
Customer:	City of Bloomington Water Treatment		
Customer Contact:	Aaron Kinder		
Term:	9/1/2024 through 8/31/2026		
Scope of Services Description:	Integration Services, including (a) ongoing maintenance and support of control / SCADA systems, Robotic integrations, and (b) as needed consultation / assistance. Selected options are highlighted in yellow below.		
Additional Services	Services not included in the Scope above may be provided either by fixed quote or hourly rates in Appendix B. Onsite work will be subject to quoting and scheduling. Detailed scoping can be added as Appendix C.		
Service Level Selection	Communication Lines in Use	Data Level	Alarm Level
Gold	0	None	None
Pricing:	All rates conform to the schedules in Appendix B. These rates will remain in effect for the term of this Agreement. If this Agreement is subject to renewal, 30 days notice of any rate changes will be provided.		
Pre-Purchased Hours	<b>Silver or Gold Agreement</b> Customers may pre-purchase blocks of service of \$10,000 or more for convenience and ease of consumption, while receiving a <b>5% discount</b> on hourly rates. Pre-Purchased blocks do not expire while a valid service contract is in place. <div>\$25,000</div>		
Additional Terms:	The Terms & Conditions in Appendix A are incorporated herein by this reference and are an integral part of this Agreement. This Agreement, and all appendices hereto (collectively, this "Agreement") contain the entire agreement between Consultant and Customer with respect to the matters contained herein, and no additional terms (including any terms included in any order or other form provided by Customer) will be binding on Consultant, unless in writing and signed by a duly authorized representative of the Consultant.		

Agreement Costing	
	Costs billed annually at the beginning of each Agreement year. Fees shown monthly/annually for reference
Service Level	\$695 / \$8,340
Communication / Alarms	\$0 / \$0
Pre-Purchased Hours	\$25,000
Sub Total	\$33,340
Discount	-\$2,340
Total	\$31,000

By signing below, Customer acknowledges that it has read, understands, and agrees to this Agreement and that the party signing below has authority to enter into this Agreement on behalf of Customer. SCADAware acknowledges acceptance of the order by its signing.

	Customer	SCADAware
Signature		
Name (printed)		Scott Dappen
Title		Vice President of Engineering
Date		13 August 2024

## Appendix A – Terms & Conditions

1. Definitions. As used in this Agreement: (a) “**Consultant**” refers to SCADAware, Inc., (b) “**Customer**” refers to the party identified as such in this Service Agreement, (c) “**Agreement**” refers to this written Services Agreement, including the details and optional selections and all Appendices, (d) “**Services**” refers to the services provided by Consultant to Customer as identified in the Service Agreement, and (e) “**Term**” refers to the term as specified in the Service Agreement.

2. Provision of Services. During the Term, Consultant will use commercially reasonable efforts to provide the Services to Customer in a professional manner. If applicable given the nature of the Services, Consultant will submit project schedules for each phase of the Services, which will be periodically reviewed by Consultant and Customer to aid in timely completion of the work. Consultant will comply with all applicable laws and regulations in connection with its performance of the Services.

3. Proprietary Rights. Upon completion and delivery of the developed solution under this agreement, ownership of the solution, including all associated intellectual property rights, will be transferred to the Customer. However, Consultant retains a non-exclusive, perpetual, and royalty-free right to use, modify, and incorporate the underlying intellectual property of the developed solution into future projects and developments as appropriate. Both Customer and Consultant may use in any way they deem appropriate the ideas, concepts, know-how, and techniques relating to automation technologies that are developed by Consultant personnel jointly with the Customer or independently during the performance of services. Pre-existing ideas, methods, inventions, and know-how of Consultant remain the property of Consultant unless expressly transferred to Customer by license. The Customer is prohibited from reselling the developed solution to any third party. Any StatusWatch Software is subject to its separate software license agreement.

4. Payment Terms.

(a) Consultant shall invoice Customer annually for the selected service level and any initial blocks of service. Additional services and expenses will be invoiced monthly as delivered. Invoices shall be itemized and shall include all delivery, installation, transportation, freight, and other expenses. Payment terms are Net 30 days of invoice.

(b) Any undisputed amount owing to Consultant and not paid when due will bear interest at the lesser of 18% per annum or the highest rate allowed by law, until paid. Customer agrees to pay all costs of collection, including reasonable attorneys’ fees and legal costs, associated with Customer’s failure to pay any amount due hereunder.

(c) Customer’s right to raise billing discrepancies and any associated recovery is waived unless reported to Consultant within 30 days after such discrepancy is discovered. If Customer provides written notice to Consultant of any billing discrepancy, the parties will reasonably cooperate to resolve such discrepancy.

(d) All prices are subject to applicable taxes Consultant may be required to collect or pay in connection with the Services (other than Consultant income taxes).

5. Estimates. Any estimates or proposals made by Consultant to Customer are for purposes of informing Customer of the potential cost of Services and the timing of delivery. It is understood and agreed that such estimates are not binding, and actual costs or fees, and performance schedules, may differ.

6. Customer Responsibilities. Customer will ensure that Consultant is provided with access to the location at which Services are to be provided, and with all information Consultant may need to complete the Services. Consultant will not be responsible for any non-conformance in any Services caused by Customer’s failure to comply with this Agreement. Customer is responsible for (a) ensuring that its facility and any work environment in which Services are to be performed complies with all applicable laws and regulations, including those regarding health and safety, and are otherwise fit for the purpose of performing Services, and (b) obtaining any required permits or approvals that may be required in order for Customer to receive the Services.

7. Service Warranties; Disclaimers.

(a) Consultant warrants, for a period of 90 days after the completion of the applicable Services (the “**Warranty Period**”), that such Services will be performed in a good and workmanlike manner and will conform to any written specifications provided by Consultant. If Customer is dissatisfied with any Service provided by Consultant, Customer shall notify Consultant in writing (which may include electronic mail) during the Warranty Period. If Consultant reasonably determines that such Service does not conform to the warranty made to Customer hereunder, and that such non-conformance is covered by the terms of this Agreement, Consultant will, at its sole cost and expense and as Customer’s sole remedy, promptly correct such non-conforming Service.

(b) The foregoing warranty does not apply to, and Consultant will not be responsible for: (i) any hardware or technical assistance for hardware, or Customer’s hardware or software usage, including misapplication or failure to apply operating system patches recommended by Consultant; (ii) Customer’s failure to comply with any instruction given by Consultant, including Customer’s failure to provide or maintain a suitable installation or operating environment; (iii) any modifications to hardware, software, or completed Services made by anyone other than Consultant or its authorized agents; (iv) any matter caused or contributed to by any products not developed by Consultant in connection with the Services, including any third party software or any Consultant software provided under separate license to Customer; (v) any damage to software or storage media caused by accidental damage, abuse, or misapplication, or by use of the software in conjunction with other software with which it is not intended to be used; or (vi) any matter caused or contributed to by Customer’s failure to comply with this Agreement.

(c) Any products sold to Customer in connection with Services are sold subject to the OEM (Original Equipment Manufacturer) Warranty accompanying such products, which OEM Warranty is extended to Customer. If any product fails to conform to such OEM Warranty during the applicable warranty coverage period, Customer shall contact Consultant for a Return Authorization and shall return such product to Consultant in accordance with Consultant’s instructions.

(d) Any software provided by Consultant to Customer in connection with the Services, including any Consultant software, will be subject solely to the warranties contained in the applicable software license.

(e) If Consultant determines, after investigation, that any matter as to which Consultant has provided assistance under Section 5(a) is not covered by the warranty provided herein, Customer will pay Consultant’s costs for such assistance at Consultant’s standard billing rates and will reimburse Consultant’s reasonable and documented expenses.

(f) EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY CONSULTANT WITH RESPECT TO THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY CONSULTANT.

(g) CONSULTANT’S AGGREGATE LIABILITY TO CUSTOMER FROM CLAIMS RELATING TO THE SERVICES, WHETHER FOR BREACH OF CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, IS LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO CONSULTANT FOR THE SERVICE GIVING RISE TO SUCH CLAIM. IN NO EVENT WILL CONSULTANT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER, HOWEVER THEY ARISE, EVEN IF CONSULTANT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(h) Customer acknowledges that Consultant is providing the Services to Customer in reliance on the disclaimers of warranty and the limitations of liability and damages set forth herein, and that such disclaimers and limitations form an essential basis of the bargain between the parties.

8. Termination. This Agreement will remain in effect for the Term, but may be terminated by either party upon the other party’s default in performance that remains uncured following 30 days’ prior written notice, or by either party for any reason upon 60 days’ prior written notice to the other party, provided that any such termination shall not affect Customer’s obligation to pay for Services performed through the effective date of such termination.

9. Severability. If any of the provisions of this Agreement are held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

10. Force Majeure. Consultant will not be responsible for any failure to perform Services arising from causes beyond its control, including fire, acts of God, explosions, accident, labor disputes or shortages, failure or delays in transportation, factory delays, acts of government, or judicial action.

11. Governing Law. Any dispute arising in connection with this Agreement or the Services shall be governed by the internal laws of the State of Illinois, without regard to principles of conflicts of laws.

12. Waiver of Jury Trial. Each of Consultant and Customer shall and do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement. Each party acknowledges that it has read and understands this waiver and has been advised by counsel as necessary or appropriate. This waiver is made knowingly and voluntarily by the parties hereto

## Appendix B – Service Levels and Rate Tables

Available options at each service level	None	Bronze	Silver	Gold
Access to Service without PO		X	X	X
Hourly Rate	Subject to change	Fixed for term of agreement	Fixed for term of agreement	Fixed for term of agreement
Emergency Service (<48 hr response)	Emergency Rate Schedule	Emergency Rate Schedule	Standard Rate Schedule	Standard Rate Schedule
Standard Service Rate	Emergency Rate Schedule	Standard Rate Schedule	Standard Rate Schedule	Standard Rate Schedule
Minimum charge per remote Instance	1 hr	1 hr	No Minimum	No Minimum
Minimum charge per local onsite Instance	4 hrs	4 hrs	No Minimum	No Minimum
Minimum charge per overnight travel instance	Full day increments			
Remote Availability	Not Guaranteed	Not Guaranteed	M-F 8AM-5PM CST Excluding Holidays	7x24
Onsite Availability	Dependent on resource availability and subject to T&E			
Response time target		Next Business Day	4 Business Hours	7x24 Remote Availability within 2 hours
Dedicated Contact Number				X
Cellular lines		X	X	X
Alarm monitoring			X	X
Pre-Purchased Blocks of Service				5% Discount
Recommended Planning Sessions	0	0	1	2
Monthly Fee	NA	\$0	\$195	\$695
Annual Total			\$2340	\$8340

## Emergency Rate Schedule

Category	Work	Travel
Emergency Service	\$185.00	\$185.00

## Hourly Rate Schedule

Category	Work	Travel
Control Technician	\$90.00	\$55.00
Engineer Level 1	\$110.00	\$65.00
Engineer Level 2	\$125.00	\$75.00
Senior / Software Engineer	\$155.00	\$90.00
Specialist / Project Manager	\$175.00	\$115.00

## Communication and Notification Monthly Rate Schedule

Category	Cost
Cost per cellular line	\$35.00
Alarm level 1 (up to 200)	\$45.00
Alarm level 2 (up to 500)	\$115.00
Alarm level 3 (unlimited)	\$235.00
Data level 1 (up to 5 GB)	\$75.00
Data level 2 (up to 15 GB)	\$195.00
Data level 3 (up to 50 GB)	\$695.00
Data Overages as calculated	TBD Per Bill

## Rate Notes

- Overtime:
  - SCADAware business hours are 8AM to 5PM Monday through Friday
  - Weekday overtime / Saturday rate is time and one half -- Sunday / Holiday rate is double time
- Service Calls:
  - Depending on the selected Service Level, calls may incur a (1) or four (4) hour minimum charge based on remote vs onsite. All prep, travel and work time will be billed. (All are included in the minimum calculation.)
- Expenses:
  - Expenses are calculated or charged at cost + 10%
  - Expenses include personal car mileage, car rental, airfares, equipment rental, accommodations and meals
  - Personal car mileage cost is calculated at the current IRS allowable rate. As of January 1, 2024: 67 cents per mile.
  - Long term engagements are subject to engineers returning home for 2 days every two weeks. The costs associated with this travel will be charged if the contract is on a T&M basis. They are already included if the contract is fixed.
- Data Overages:
  - Monthly Data charges cover data up to the level limit. Data overages will be charged to the next level or actual costs plus 10%.
- Pre-Purchased Blocks of Service
  - Pre-Purchased time is always available for use as long as the customer remains on an active Service Agreement. It can shift forward should the agreement be renewed/extended. It is non-refundable and expires when not on an active agreement.

## Appendix C – Expanded Scope Details

This section of this agreement generally defines the services provided by SCADAware and those services retained by the **CUSTOMER**. It clarifies necessary deliverables specific to this engagement and outlines suggested activities for coverage during site visits throughout the term of the agreement. Unless specifically stated below, it is not intended to represent every service delivered under this agreement. Additional services may be delivered as needed / requested under the agreement or by specific project quote.

### 1. Emergency Phone Support

#### Gold Level

24-hour access via phone to a SCADAware Engineer.

Target response time of less than two-hours.

Phone support can be obtained by calling SCADAware during normal business hours at (309) 665-0135

After hours support numbers will be provided to access on call engineer.

#### Silver Level

Business hour access(M-F 8A-5P CST) via phone to a SCADAware Engineer

Target response time of less than two-hours.

Phone support can be obtained by calling SCADAware during normal business hours at (309) 665-0135

#### Bronze Level

Support can be obtained by calling SCADAware during normal business hours at (309) 665-0135

Response is subject to availability of personnel.

### 2. Routine Services

As part of the **CUSTOMER'S** maintenance plan, the services below are recommended in addition to a complete annual site review and planning sessions. All time and expenses will be charged as incurred.

These routine services, mostly considered to be preventive maintenance or reviews, will be directed at the core components of the SCADA System, including computer hardware, computer software, and the network administration.

Some other areas of routine service include disaster recovery planning & documentation, review and administration of software support agreements, and assistance in budgeting supplies.

Items that can be considered part of the Routine Services provide by SCADAware:

- Computer Hardware Preventative Maintenance & Review - Includes SCADA Servers, Office, & Industrial Computers
  - Check Physical Server operations and Logs for Errors/Faults, disk space, and CPU/memory usage
  - Check Virtual Windows Servers operation
  - Check Network Attached Storage operation
  - Check System for correct operation of redundancy, RAID status, backup drives
  - Inspect and clean equipment and check cable connections
  - UPS – Check operation, for Errors/Faults, Test Battery
  - Check environmental conditions of Server Rack Rooms
- SCADA System Software Review
  - Check for software operation and install patches and updates as needed
    - Operating Systems
    - SCADA System Runtime
    - SCADA System Development
    - PLC Programming Software
    - Third Party software and OPC servers
- Create backups of programs and settings
  - SCADA Applications
  - PLC Programs
  - Network device configurations
  - Historian database
  - Misc. Applications
    - Evaluation of Data storage and Backup methodologies
    - Network Attached Storage replication routine
    - Microsoft Office
    - Microsoft SQL Server Express Database, data logging
- SCADA System Networking

- Domain Administration
- SCADA System Security assessment, evaluation, and management
- Security & Policy Standards
- Disaster recovery plans
- Site documentation
  - Maintain list of site control system servers, PLCs, and network devices
  - Maintain network list of devices including IP and network settings
  - Maintain control system documentation, including drawings, equipment manuals, and software as appropriate.
- Facilitate SCADA System quarterly progress and planning meetings
  - Discuss long term system upgrade requirements
  - Maintain task list
  - Check with Operations and Maintenance personnel for known SCADA or Control issues.

### 3. Troubleshooting Services

When requested by **CUSTOMER**, SCADAware will provide troubleshooting services to **CUSTOMER**. These troubleshooting services can pertain to the SCADA System, or any other area that **CUSTOMER** determines that SCADAware can provide valuable assistance. Per month, it is estimated that 8 hours of labor and one onsite visit will be required for troubleshooting services.

### 4. General Support Services

At the request of **CUSTOMER**, SCADAware will provide some general support services, programming support, training, minor software updates, minor system improvements, system training, & disaster recovery. Per month, it is estimated that 16 hours of labor and two onsite visits will be required for general support services.

### 5. Miscellaneous Projects

As expected in a large SCADA system, miscellaneous projects will be encountered that require special consideration.

These projects will be identified together by **CUSTOMER** & SCADAware. The following is a list of items that may be identified as a miscellaneous project:

- Hardware Repair or Replacement
- Major Hardware or Software Upgrades
- Major System Improvements or Updates
- Special Situations involving other OEM Systems, such as
  - Interface to OEM equipment
  - Building Automation Systems and access control

For these projects, SCADAware will provide an estimate and quotation to **CUSTOMER** for their consideration. **CUSTOMER** may decide to budget SCADAware services for these projects within the pricing structure provided by this agreement. If enough money does not exist in the currently purchased Block of Service, **CUSTOMER** may choose to purchase another Standard Block of Service.

If the project is not billed within this Service Agreement, these projects will require separate approved proposals and billing according to standard SCADAware terms and rates.

### 6. Provided by **CUSTOMER**

As a general guideline, some services and areas of responsibility that will be performed by **CUSTOMER** included, but not limited to, the following items:

- Field Instrumentation Calibration and Preventive Maintenance
- Administrative Network Hardware & Software
- Internet Access & ISP Administration
- Firewall & Routers
- Mechanical Equipment such as Pumps & Motors
- Preventative Maintenance on PLC & Network Panel Hardware, except Industrial Computers in SCADAware PLC Panels
- Supplies such as UPS Batteries, Laser Printer Toner & Paper, Backup Tapes

### 7. Documentation of Support Service

SCADAware will document each support service situation and submit this documentation to the Main **CUSTOMER** Contact for SCADAware Support Services.

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## Appendix D – On-Call Contact Information

### Regular Working Hours (M-F 8AM-5PM CST)

	Phone	Email
General Working Hours Support	(309) 665-0135	support@scadaware.com

### Non-Working Hours

	Phone	Email
General After-Hours Support	(309) 665-0135	support@scadaware.com
SCADA Engineer	(309)	address@scadaware.com
Project Manager	(309)	address@scadaware.com



## **CONSENT AGENDA ITEM NO. 7.G.**

**FOR COUNCIL:** September 9, 2024

**WARD IMPACTED:** City-Wide Impact and City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Authorizing a Contract for Axon Software and Equipment for Five Marked Police Vehicles, in the Amount of \$50,990.30, as requested by the Police Department.

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

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** In November of 2018, the City Council voted to enter into a five (5) year agreement with Axon Enterprises, Inc. to provide Body Worn Cameras, Squad Car Cameras, and a cloud-based digital evidence storage and management system, known as Evidence.com. Evidence.com is a secure-data storage cloud which also provides numerous time-saving tools for managing large amounts of digital data effectively, intuitively, and efficiently. This cloud storage is Federal Bureau of Investigations (FBI) Criminal Justice Information Security (CJIS) compliant and provides the digital security and redundancy necessary without further tasking our officers and civilian staff. Evidence.com currently has over 250,000 pieces of digital evidence stored for the City. The system has performed very well and assisted in creating efficiencies and significant management improvements for digital evidence, along with reliable technical support from Axon. The Police Department is very satisfied with this service as well as the City's Information and Technology Department (IT).

On 10/22/2022, the City cancelled its original agreement with Axon 11 months early and signed a new 5-year agreement at considerable cost savings. Several vehicles were added to the Police fleet in FY24 which were not included in that agreement. These vehicles require dash cameras. The cameras were purchased at the time of upfitting to prevent additional costs associated with adding the cameras later. The software agreement was not included in that cost and is required to make the cameras functional. This is an additional 3-year agreement limited to the software required for those remaining vehicles. This contract will end at approximately the same time as the originally agreed upon 5-year contract.

Taser usage data, Body Worn Camera video, In-Car Video, and the additional proposed Axon Interview Room system, in addition to other digital exhibits, are well managed and tracked using Evidence.com. Each system communicates and interacts proprietarily with one another via a feature known as Axon Signal, which results in automatic camera activations in applicable scenarios. The Tasers, Body Worn Cameras, In-Car Video Systems, Axon Interview, along with Axon mobile device applications, streamline the upload of video and



other digital evidence to Evidence.com. The result of this interaction is improved departmental productivity and efficiency by allowing significant time savings. Integrating systems is the key to managing them without becoming overly burdened by numerous manual steps and redundancies to protect the integrity of evidence.

There are currently over 250,000 digital exhibits stored in Evidence.com which, due to its filing and organizational structures, the exhibits are easily retrieved, shared, and accounted for in the system. Axon Body Worn Cameras, Axon Fleet Squad Car Video System, Evidence.com, Axon Mobile management apps, and Tasers are currently deployed to all sworn officers and Evidence.com is also used by some non-sworn personnel for digital evidence management and sharing with the prosecutor's office and other law enforcement partners. Employees are familiar and comfortable with this system because they have been using it daily for the last five years or more.

In FY2024, five marked police vehicles were added to the Police Fleet. The marked squad cars are required to have dash cameras. These cameras were not included in the original contract, as these are new vehicles. This contract is for the purchase of the additional licenses and equipment.

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

**FINANCIAL IMPACT:** If approved, the City will enter into a Contract for Axon Software and Equipment for Five Marked Police Vehicles, in the Amount of \$50,990.30. The FY 2025 payment of \$17,000.16 will be paid from Police-Other Professional & Technical Services account (10015110-70220). The FY 2026 and FY 2027 amounts for this agreement will be \$16,995.07 each year respectively and will be included by the Police Department in the respective year budgets in the Police-Other Professional & Technical Services account (10015110-70220). Stakeholders can locate the FY 2025 Police Budget in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 232.

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

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

Respectfully submitted for consideration.

Prepared by: Amber Bishler, Office Manager

**ATTACHMENTS:**

[PD 1B Resolution](#)

[PD 1C Resolution Exhibit A - Contract](#)

[PD 1D Limited Source Justification](#)

**RESOLUTION NO. 2024 - \_\_\_\_**

**A RESOLUTION AUTHORIZING A CONTRACT WITH AXON ENTERPRISES, INC. FOR  
THE PURCHASE OF ADDITIONAL EQUIPMENT AND LICENSING IN THE AMOUNT OF  
\$50,990.30**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending a contract with Axon Enterprises, Inc. (attached as Exhibit A) be approved for the purchase of police equipment and licensing, in the amount of \$50,990.30; and

**WHEREAS**, the contract consists of purchasing dash cameras for five marked squad cars and the licensing that accompanies it; and

**WHEREAS**, dash cameras are required to be installed in marked squad cars; and

**WHEREAS**, the City Council finds it in the best interest of the City to approve the contract.

**NOW THEREFORE, BE IT RESOLVED 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 City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents.

**PASSED** this 9th day of September 2024.

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

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-585480-45468.877JS

Issued: 06/25/2024

Quote Expiration: 06/30/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 110842

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Bloomington Police Dept. - IL 305 S East St Bloomington, IL 61701-7609 USA	Bloomington Police Dept. - IL 305 S East St Bloomington IL 61701-7609 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jake Sheedy Phone: Email: jsheedy@axon.com Fax:	Aaron Veerman Phone: 3093106906 Email: aveerman@cityblm.org Fax:

### Quote Summary

Program Length	39 Months
<b>TOTAL COST</b>	<b>\$50,990.30</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$50,990.30</b>

### Discount Summary

Average Savings Per Year	\$11,010.91
<b>TOTAL SAVINGS</b>	<b>\$35,785.45</b>

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$17,000.16	\$0.00	\$17,000.16
Dec 2025	\$16,995.07	\$0.00	\$16,995.07
Dec 2026	\$16,995.07	\$0.00	\$16,995.07
Total	\$50,990.30	\$0.00	\$50,990.30

Quote Unbundled Price:	\$86,775.75
Quote List Price:	\$59,988.60
Quote Subtotal:	\$50,990.30

Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	5	21		\$108.00	\$22.30	\$2,341.70	\$0.00	\$2,341.70
Fleet3A	Fleet 3 Advanced	5	39	\$386.85	\$249.48	\$249.48	\$48,648.60	\$0.00	\$48,648.60
<b>Total</b>							<b>\$50,990.30</b>	<b>\$0.00</b>	<b>\$50,990.30</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	5	1	10/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	5	1	10/01/2024
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	5	1	10/01/2024
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	5	1	10/01/2024
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	5	1	01/01/2028

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	5	11/01/2024	01/31/2028
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	5	11/01/2024	01/31/2028
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	5	11/01/2024	01/31/2028
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	10	11/01/2024	01/31/2028

### Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	5
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	5

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	5	10/01/2025	01/31/2028
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	5	10/01/2025	01/31/2028



Shipping Locations

Location Number	Street	City	State	Zip	Country
1	305 S East St	Bloomington	IL	61701-7609	USA

Payment Details

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	5	\$780.72	\$0.00	\$780.72
Year 3	Fleet3A	Fleet 3 Advanced	5	\$16,219.44	\$0.00	\$16,219.44
Total				\$17,000.16	\$0.00	\$17,000.16

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	5	\$780.49	\$0.00	\$780.49
Year 4	Fleet3A	Fleet 3 Advanced	5	\$16,214.58	\$0.00	\$16,214.58
Total				\$16,995.07	\$0.00	\$16,995.07

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	5	\$780.49	\$0.00	\$780.49
Year 5	Fleet3A	Fleet 3 Advanced	5	\$16,214.58	\$0.00	\$16,214.58
Total				\$16,995.07	\$0.00	\$16,995.07

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

6/25/2024



## **FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY**

### **Introduction**

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Bloomington Police Dept. - IL the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

### **Purpose and Intent**

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

### **Acceptance**

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

### **Force Majeure**

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

### **Schedule Change**

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

### **Axon Fleet Deliverables**

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

### **Security Clearance and Access**

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

### **Training**

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

### **Local Computer**

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

### **Network**

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

### **Cradlepoint Router**

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

### **Evidence.com**

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

### **Wireless Upload System**

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

### **VEHICLE INSTALLATION**

### **Preparedness**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

### **Existing Mobile Video Camera System Removal**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

### **In-Car Hardware/Software Delivery and Installation**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.



Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

## LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

### SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #: AXON Enterprise, Inc #1514	Amount: \$ 50,990.30	Date: 7/25/24
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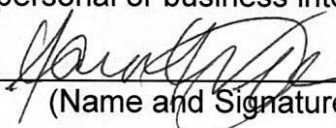
Description of item/service: Purchase of Axon software and equipment.

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

In November of 2018, the Bloomington City Council voted to enter a five (5) year agreement with Axon Enterprises, Inc. to provide Body Worn Cameras, Squad Car Cameras, and a cloud based digital evidence storage and management system, known as Evidence.com. Evidence.com is a secure- data storage cloud which also provides numerous time-saving tools for managing large amounts of digital data effectively, intuitively, and efficiently. This cloud storage is Federal Bureau of Investigations (FBI) Criminal Justice Information Security (CJIS) compliant and provides the digital security and redundancy necessary without further tasking our officers and civilian staff. Evidence.com currently has over 250,000 pieces of digital evidence stored for the City. The system has performed very well, assisted in creating efficiencies and significant management improvements for digital evidence, along with reliable technical support from Axon. The Police Department is very satisfied with this service as well as the City's Information and Technology Department (IT). There are currently over 250,000 digital exhibits are easily retrieved, shared, and accounted for in the system. Axon Body Worn Cameras, Axon Fleet Squad Car Video System, Evidence.com, Axon Mobile management apps and Tasers are currently deployed to all sworn officers and Evidence.com is also used by some non-sworn personnel for digital evidence management and sharing with the prosecutor's office and other law enforcement partners. Employees are familiar and comfortable with this system because they have been using it daily for the last four years or more.

IN FY2024, several additional vehicles were added to the Police Fleet. The marked squad cars are required to have dash cameras. These cameras were not included in the original contract, as these are new vehicles. This contract is for the purchase of the additional licenses and equipment.

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

  
(Name and Signature of Department Head)

7/25/24  
Date

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

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

Do not concur for the following reason(s):

\_\_\_\_\_  
Name and Signature of Procurement Designee

\_\_\_\_\_  
Date



## CONSENT AGENDA ITEM NO. 7.H.

**FOR COUNCIL:** September 9, 2024

**WARD IMPACTED:** Ward 1 and Ward 2

**SUBJECT:** Consideration and Action to Approve a Resolution in Support of an Illinois Transportation Enhancement Program Grant Application for Pedestrian and Bicycle Improvements on Constitution Trail, as requested by the Department of Operations & Engineering Services.

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

**STRATEGIC PLAN LINK:**

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

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

Objective 5b. City decisions consistent with plans and policies

Objective 5e. More attractive city: commercial areas and neighborhoods

**BACKGROUND:** If approved, the Department will move forward with applying for a 2024 Illinois Transportation Enhancement Program ("ITEP") grant through the Illinois Department of Transportation ("IDOT") for the proposed Constitution Trail Extension Project: Lafayette to Hamilton. The Resolution establishes support for the grant application, as well as committing to financially and administratively supporting the project and the use of the grant to pay for it. However, if the grant is awarded, Council approval will be required to move forward.

Staff is always looking for opportunities to implement the various accommodations shown in the Bicycle Master Plan. In addition to incorporating facilities as part of other projects, such as adding bike or shared lanes with pavement resurfacing, staff seeks out ways to fund independent projects. On August 1, 2024, IDOT began accepting ITEP grant applications.

In response to community need and recommendations from local and regional plans, the proposed project will construct approximately 4,700 linear feet of a new, 10-foot-wide, asphalt, multi-use path from Lafayette Street to Hamilton Road. It will include lights and security cameras under Veterans Parkway (I-55 Business), ramps with detectable warnings, crosswalks, and signage where necessary.

No adequate, safe accommodations exist for bicyclists and pedestrians in the proposed project area. The existing roadway that runs adjacent to the project, Bunn Street, is a 20-foot-wide, two-lane road with narrow shoulders passing under Veterans Parkway (I-55 Business), which means that pedestrians must walk on the narrow shoulder and bicyclists must use traffic lanes to cross under Veterans Parkway (I-55 Business).

The completed project will:

- Provide an extension of Constitution Trail that will connect users to Downtown

Bloomington (future), parks, businesses, and residential areas in the west and south portions of the City; transit, healthcare, education, and a general store with fresh produce to the west; and the Hamilton Road corridor, including a new segment from Bunn Street to Morrissey Drive;

- Combine two high-priority projects recommended in the Bicycle Master Plan and included in the McLean County Regional Planning Commission's Long-Range Transportation Plan: extending the trail from Lincoln Street to Bunn Street along Norfolk Southern Railway and along Bunn Street to Hamilton Road;
- Improve the original Bicycle Master Plan recommendation for the section along Bunn Street by providing a path separate from the roadway instead of paved shoulders and sidewalk;
- Create a Constitution Trail connection from Hamilton Road to a north-south segment planned in the future from Easy Street at Lafayette Street to Lincoln Street;
- Provide a safe place for pedestrians and bicyclists to navigate across Veterans Parkway (I-55 Business), which is a major arterial with a speed limit of 45 miles per hour that is difficult to cross safely, by utilizing a railway underpass;
- Facilitate infill commercial and residential development.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Transportation Commission reviewed the project and unanimously approved a motion to recommend that staff move forward with the project, contingent upon funding availability and submitting a 2020 ITEP Grant application for funding, on September 15, 2020. Similarly, the Planning Commission reviewed the project and unanimously approved a motion to accept and acknowledge the project, recommended by City staff, and further accept and acknowledge applying for the 2020 ITEP grant to pay for the project on September 23, 2020. Council approved a resolution supporting the project on October 12, 2020.

A public information meeting was held on August 16, 2022. The meeting was advertised in *The Pantagraph* and the City website. The City also mailed letters to the property owners within the project limit. Additionally, the Engineering Division held a public meeting that included the project on April 24, 2024.

**FINANCIAL IMPACT:** If the Resolution is approved, the City will apply for the ITEP Grant for Pedestrian and Bicycle Improvements on Constitution Trail. If the grant is awarded, Council approval for the project will be required to move forward. The ITEP Grant will fund 80 percent (80%) of eligible construction, construction engineering, and 50 percent (50%) of right-of-way and street lighting of the proposed improvements with the remaining costs and ineligibles to be paid for with local funds. Funds totaling \$548,000 have been included in the Capital Improvement Fund Budget in FY 2025 Budget with estimated grant proceeds budgeted at \$140,800. Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 79, 81, 225, 247, 295 and 296.

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

**COMMUNITY DEVELOPMENT IMPACT:** This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.3 (Safe and efficient off-road bicycle trails integrated with direct on-road routes, connecting residential areas to activity centers, developing areas and all other modes of transportation).

Respectfully submitted for consideration.

Prepared by: Michael Hill, Management Analyst

**ATTACHMENTS:**

[DOES 1B Resolution](#)

[DOES 1C Map](#)

**RESOLUTION NO. 2024 - \_\_\_\_**

**A RESOLUTION IN SUPPORT OF AN ILLINOIS TRANSPORTATION  
ENHANCEMENT PROGRAM GRANT APPLICATION FOR PEDESTRIAN AND BICYCLE  
IMPROVEMENTS ON CONSTITUTION TRAIL**

**WHEREAS**, the City of Bloomington, located in the County of McLean, State of Illinois, desires to participate in the construction of pedestrian and bicycle facilities by constructing a new segment of multi-use path on Constitution Trail, from Lafayette Street to Bunn Street, starting at the intersection of Lafayette Street and Easy Street, then running parallel to Easy Street, then continuing parallel to Norfolk Southern Railway to Bunn Street, and then parallel to Bunn Street to the intersection of Bunn Street and Hamilton Road; and

**WHEREAS**, the project will connect existing and planned trails on the Hamilton Road east-west corridor, along Norfolk Southern Railway, and the Constitution Trail, thereby enhancing travel opportunities for pedestrians and cyclists; and

**WHEREAS**, the City of Bloomington has adopted a Bicycle Master Plan, and has determined that the Project is consistent with the strategic priorities identified in the plan; and

**WHEREAS**, an Illinois Transportation Enhancement Program (ITEP) Grant will fund 80 percent (80%) of eligible construction, construction engineering, and 50 percent (50%) of right-of-way and street lighting of the proposed improvements with the remaining costs and ineligibles to be paid for with local funds.

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

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

**SECTION 2.** If the grant is awarded, the City of Bloomington does hereby commit to paying up to 20 percent (20%) required local match to complete the design, construction, and construction engineering and up to 50 percent (50%) required local match for right of way acquisition and street lighting, and all ineligible costs associated with the Project.

**SECTION 3.** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED** this 9th day of September 2024.

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

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

















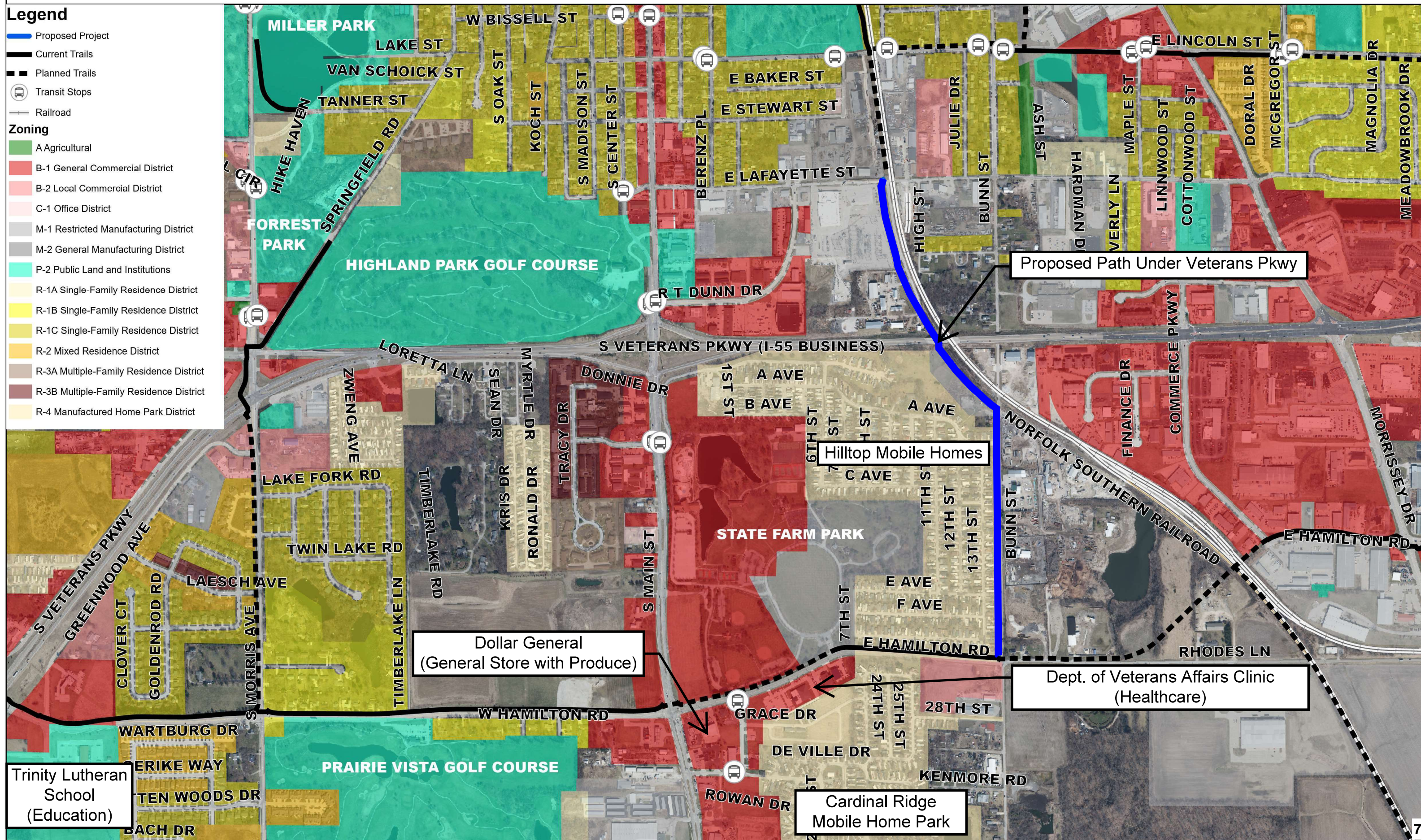
# Constitution Trail, Lafayette to Hamilton, Extension Project

### Legend

-  Proposed Project
-  Current Trails
-  Planned Trails
-  Transit Stops
-  Railroad

## Zoning

- |   |   |
|---|---|
|    | A Agricultural                          |
|    | B-1 General Commercial District         |
|    | B-2 Local Commercial District           |
|    | C-1 Office District                     |
|    | M-1 Restricted Manufacturing District   |
|    | M-2 General Manufacturing District      |
|    | P-2 Public Land and Institutions        |
|    | R-1A Single-Family Residence District   |
|    | R-1B Single-Family Residence District   |
|    | R-1C Single-Family Residence District   |
|    | R-2 Mixed Residence District            |
|    | R-3A Multiple-Family Residence District |
|   | R-3B Multiple-Family Residence District |
|  | R-4 Manufactured Home Park District     |







## CONSENT AGENDA ITEM NO. 7.I.

**FOR COUNCIL:** September 9, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on an Ordinance Amending Section 39-804(a) to Clarify the Duty of Facilitators of the Rental of Hotel and Motel Rooms to File Monthly Tax Returns, as requested by the Legal Department and the Finance Department.

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

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** The City of Bloomington has a hotel-motel tax. The ordinance imposing the tax provides that it is the responsibility of every owner, operator, or facilitator involved in the rental of hotel rooms to collect the tax and remit the taxable amount to the City. The ordinance defines "facilitator" as "any person who provides a means through which a person, owner, operator, or operator's agent may offer a hotel room or motel room for rent, regardless of whether the rental or leasing charges are transferred through, or processed by such facilitator, or by a separate entity." As stated above, the current ordinance requires facilitators to pay the tax; the proposed ordinance clarifies that facilitators must also file monthly tax returns. Additionally, the ordinance deletes some superfluous language and eliminates some redundancy.

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

**FINANCIAL IMPACT:** The Hotel/Motel Tax is a 6.0% tax of the rent charged for the privilege and use of renting a hotel or motel room within the City of Bloomington for each twenty-four (24) hour period or any portion thereof for which a daily room charge is made. The Hotel/Motel Tax is recorded in the Non-Departmental-Hotel/Motel Tax account (10010010-50034). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131.

**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: George Boyle, Assistant Corporation Counsel

**ATTACHMENTS:**  
[LGL 1B Ordinance](#)

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

**AN ORDINANCE AMENDING SECTION 39-804(a) TO CLARIFY THE DUTY OF FACILITATORS OF THE RENTAL OF HOTEL AND MOTEL ROOMS TO FILE MONTHLY TAX RETURNS**

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

**WHEREAS**, the City has a hotel-motel tax; and

**WHEREAS**, it is the responsibility of every owner, operator, or facilitator involved in the rental of hotel/motel rooms to collect taxes, file tax returns, and remit taxable amounts to the City; and

**WHEREAS**, staff recommend the City Code be updated to clarify the changes as set forth in Exhibit A.

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

**SECTION 1.** That Chapter 39 of the Municipal Code of the City, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

**SECTION 2.** The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

**SECTION 3.** This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

**SECTION 4.** This Ordinance shall take effect immediately after passage.

**PASSED** this 9th day of September 2024.

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

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

### **Chapter 39 Taxation**

#### **§ 39-804 [Ch. 39, Sec. 28] Transmittal of tax revenue.**

A. ~~The owner, operator, or facilitator or owners of each hotel or motel room within the City of Bloomington shall file tax returns showing tax receipts received with respect to each hotel and motel room during each one calendar month period commencing on and including January 1, and for each successive calendar month period thereafter prescribed by the City Treasurer. The returns shall be due on or before the 25th day of the calendar month succeeding the end of the reporting period monthly filing period and the returns shall indicate for what period the return is to be filed; I.E. i.e., The return for January tax receipts due on or before the 25th day of February. The returns shall be due on or before the 25th day of the calendar month succeeding the end of the monthly filing period, and the returns shall indicate for what period the return is to be filed; i.e., return for January tax receipts is due on or before the 25th day of February.~~

B. ~~The first taxing period for the purpose of this amended ordinance shall be January 1, 2023, and the tax return payment for such period shall be due on or before the 25th day of February, 2023.~~

BC. ~~The~~ Any owner, or owners operator, or facilitator filing tax returns will be entitled to withhold from tax collections a service fee equal to 1% of the amounts collected and timely remitted to the DepartmentCity.



## **CONSENT AGENDA ITEM NO. 7.J.**

**FOR COUNCIL:** September 9, 2024

**WARD IMPACTED:** City-Wide Impact and Ward 2

**SUBJECT:** Consideration and Action on a Resolution Approving the Open Space Lands Acquisition and Development (OSLAD) Grant Resolution to Certify the City of Bloomington has Sufficient Funds to Complete the Sunnyside Park Sustainability Initiative Project within a Three (3) Year Period if Notified of the OSLAD Grant Award, as requested by the Parks & Recreation Department.

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

**STRATEGIC PLAN LINK:**

Goal 5. Great Place - Livable, Sustainable City

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans  
Objective 1e. Partnering with others for the most cost-effective service delivery

**BACKGROUND:** The City is partnering with the Bloomington and Normal Water Reclamation District (BNWRD) to apply for an Illinois Department of Natural Resources (IDNR) Open Space Lands Acquisition and Development (OSLAD) Grant for the Sunnyside Park Sustainability Initiative Project (PROJECT). The City is seeking \$600,000 grant award.

City of Bloomington and BNWRD properties meet west of Sunnyside Park. The Sunnyside Park Sustainability Initiative cooperative project has developed through multiple work sessions including BNWRD, City of Bloomington, Boys and Girls Club, and Baxter & Woodman Consulting Engineers. BNWRD has retained services and are covering the cost of Baxter & Woodman assisting with grant application, project designs, and project development.

If awarded, BNWRD has committed to covering the difference between the grant award and initial project estimates of \$4.4 million. This includes paying the City a fee for future maintenance of the area. The current project scope is inclusive on City of Bloomington property.

The Sunnyside Park Sustainability Initiative would develop a unique environmental education and recreational area in West Bloomington. Current designs include a teaching amphitheater area, interpretive signing, prairie restoration, and planting of over 400 trees that will assist in providing environmental justice to the area. This project would serve as a model of inter-agency cooperation for the betterment of the community.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** BNWRD, Boys & Girls Club of Bloomington/Normal, and Baxter & Woodman Consulting Engineers

**FINANCIAL IMPACT:** No immediate financial impact, but the City is signing a resolution

confirming that the City has sufficient funds to complete the PROJECT within three (3) years, if notified of the grant award.

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

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

Respectfully submitted for consideration.

Prepared by: Carla Murillo, Procurement Manager

**ATTACHMENTS:**

[P&R 1B Resolution](#)



**RESOLUTION NO. 2024 - \_\_\_\_**

**A RESOLUTION APPROVING THE OPEN SPACE LANDS ACQUISITION AND DEVELOPMENT (OSLAD) GRANT RESOLUTION TO CERTIFY THE CITY OF BLOOMINGTON HAS SUFFICIENT FUNDS TO COMPLETE THE SUNNYSIDE PARK SUSTAINABILITY INITIATIVE PROJECT WITHIN A THREE (3) YEAR PERIOD IF NOTIFIED OF THE OSLAD GRANT AWARD**

**WHEREAS**, the City of Bloomington (CITY) is applying for an OSLAD in conjunction with Bloomington and Normal Water Distribution District (BNWRD) for the Sunnyside Park Sustainability Initiative Project (PROJECT); and

**WHEREAS**, the Illinois Department of Natural Resources (IDNR) grant manual requires the application to include their resolution; and

**WHEREAS**, if the grant is awarded, the CITY will be responsible for funding \$600,000 and BNWRD is estimating their share to be approximately \$4,400,000; and

**WHEREAS**, the PROJECT will incorporate pedestrian/bicycle access to the Constitution Trail, green infrastructure, native tree plantings, berms to screen the wastewater facility, native plantings and signage for education and community engagement and education opportunities; and

**WHEREAS**, Staff requests that the resolution in the IDNR format for the OSLAD be approved by the Council and a completed Resolution of Authorization be signed to be included in the application to meet the requirements; and

**WHEREAS**, Staff believe that applying for the OSLAD grant with BNWRD is in the best interest of the City, and the Parks, Recreation and Cultural Arts Department and the CITY has the ability to fund this PROJECT.

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

**SECTION 1.** That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to sign the PROJECT Resolution of Authorization (Exhibit A), and any other necessary documents.

**PASSED** this 9th day of September 2024.

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

**CITY OF BLOOMINGTON**

**ATTEST**

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Mboka Mwilambwe, Mayor

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Leslie Smith-Yocum, City Clerk

## Resolution of Authorization

Resolution of Authorization - Applicant (Sponsor) Legal Name: City of Bloomington IL

Resolution of Authorization - Sunnyside Park Sustainability Initiative OSLAD Grant

## Resolution

The abovenamed Sponsor hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

## Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The Sponsor further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Sponsor certifies to the best of its knowledge that the information provided within the attached application is true and correct.

Resolution Adoption Date: this 9<sup>th</sup> day of September 2024

Signed by: Jeff Jurgens

Signed by: City Manager

Signed Date: this \_\_\_\_ day of September 2024

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



## **REGULAR AGENDA ITEM NO. 8.A.**

**FOR COUNCIL:** September 9, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on an Ordinance Declaring an Emergency Related to Homelessness within the Community and Authorizing the City Manager to Issue Executive Orders to Increase Indoor Shelter Capacity, as requested by Mayor Mboka Mwilambwe and City Council.

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

**STRATEGIC PLAN LINK:**

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

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

Objective 4e. Strong partnership with residents and neighborhood associations

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

**BACKGROUND:** Homelessness has become an increasingly urgent issue across the nation, with many communities struggling to meet the needs of individuals and families without stable housing. Economic challenges, rising housing costs, and other factors have contributed to a growing number of people experiencing homelessness. As winter approaches, the need for additional shelter and services becomes even more critical, particularly in communities like ours where cold weather poses a serious threat to those living outdoors.

Locally, the latest count by our local non-profit street outreach teams has indicated around 100 people are living on the streets or within tents. In response to this growing issue, the approval of this Ordinance will allow the Salvation Army to expand its capacity and services during the winter months. Declaring an emergency will provide the necessary legal framework for the shelter to accommodate more individuals, offering them a safe place to stay, as well as access to essential services. This proactive step will help ensure that vulnerable members of our community are protected during the harshest months of the year.

Specifically, the Ordinance will allow the City Manager to issue executive orders to increase indoor shelter capacity, including setting aside specific requirements or sections of the building code, electrical code, fire code, property maintenance code, and related ordinances for a limited amount of time to allow service providers to increase capacity for providing indoor shelter in accordance with the best interests of the City. In lieu of requiring compliance with some of the technical code requirements, other safety protocols will be implemented to ensure everyone's safety.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Home Sweet Home Ministries, Salvation Army, United Way, McLean County Emergency Management Agency,

Illinois Emergency Management Agency, Eastview Church, McLean County, Town of Normal, McLean County Center for Human Services, Mid Central Community Action, Project Oz, Chestnut, and other community partners.

**FINANCIAL IMPACT:** N/A

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

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

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

**ATTACHMENTS:**

[ADM 3B Ordinance](#)

**AN ORDINANCE DECLARING AN EMERGENCY RELATED TO HOMELESSNESS  
WITHIN THE COMMUNITY AND AUTHORIZING THE CITY MANAGER TO ISSUE  
EXECUTIVE ORDERS TO INCREASE INDOOR SHELTER CAPACITY**

**WHEREAS**, the City of Bloomington sits in McLean County in the State of Illinois; and

**WHEREAS**, the City of Bloomington recognizes that homelessness within the City has reached increased levels, with several individuals living on the street and in tents, creating a public health and safety need that requires immediate and comprehensive action prior to cold winter months; and

**WHEREAS**, homelessness presents urgent challenges to the well-being of affected individuals and the overall public health, welfare, and safety of Bloomington residents; and

**WHEREAS**, the community lacks the shelter capacity to provide sufficient shelter to those currently living outdoors within the community; and

**WHEREAS**, it is safer to provide temporary shelter to individuals experiencing homelessness, even in facilities that may not fully meet building, electrical, fire code, or property maintenance code, than to leave them exposed to freezing winter temperatures, which pose a severe risk of injury, illness, or loss of life; and

**WHEREAS**, pursuant to the Illinois Emergency Management Agency Act, 20 ILCS 3305/11a, the Mayor is empowered to declare a local disaster for up to seven days, and the City Council, as the City's governing body, is empowered to extend that emergency disaster declaration for a period in excess of seven days; and

**WHEREAS**, the Mayor and the City Council find that it is in the best interest of the City to declare and extend a declaration of local disaster until March 31, 2025, or until otherwise revoked or extended, and to further authorize the City Manager to take all reasonable steps necessary to mitigate the impacts of homelessness within Bloomington, including enacting Executive Orders, for a limited time, to address this public health emergency.

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

**SECTION 1.** The Mayor of the City of Bloomington, County of Mclean, Illinois, pursuant to the authority granted under Illinois Emergency Management Agency Act (the "Act"), 20 ILCS 3305/11, proclaims that a disaster and public health emergency exists as a result of the homelessness issues currently facing the community, and the City Council of the City of Bloomington, by virtue of the authority vested in said City Council pursuant the Act, hereby extends that disaster declaration until March 31, 2025, or until otherwise revoked or extended. Accordingly, the City recognizes that immediate and extraordinary action is necessary to address the impacts of homelessness on public health, safety, and welfare.

**SECTION 2.** During the existence of said state of emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law, by ordinances, and resolutions of this City.

**SECTION 3.** The Mayor and City Council call upon the County of McLean, the State of Illinois, and the federal government to further deem this public health emergency viable and to provide additional resources to assist the City in solving the homelessness issues in Bloomington.

**SECTION 4.** The City Manager is instructed and empowered to enact Executive Orders to facilitate and assist in addressing this public health crisis to increase indoor shelter capacity, including setting aside specific requirements or sections of the building code, electrical code, fire code, property maintenance code, and related ordinances for a limited amount of time to allow service providers to increase capacity for providing indoor shelter in accordance with the best interests of the City. The Executive Orders issued under the authority granted in this Ordinance shall be in effect for a limited period as determined by the City Manager, not to exceed March 31, 2025, unless extended by the City Council. All actions taken by the City Manager shall be made with the City's best interests in mind and shall be reviewed regularly for their impact and effectiveness.

**SECTION 5.** The City Clerk is hereby instructed to publish this Ordinance in pamphlet form and as otherwise provided by law.

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

**SECTION 7.** This Ordinance shall take effect immediately after its approval and remain effective up and until March 31, 2025 unless sooner repealed or extended by City Council.

**PASSED** this 9th day of September 2024.

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

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

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Leslie Smith-Yocum, City Clerk



## REGULAR AGENDA ITEM NO. 8.B.

**FOR COUNCIL:** September 9, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Presentation and Update on City Council's Housing Initiatives, as requested by the Administration 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:** Bloomington is facing an increasing demand for housing, which prompted the City Council to explore potential solutions.

On July 22, 2024, the City Council approved a resolution setting forth the following priorities in relation to housing within the community:

(1) Standardize Housing Incentives. City staff is to develop and bring back for formal consideration by the City Council a short-term, low-risk housing incentive program. As part of this, City staff will review and consider items like the following: (1) a reduction of fees for affordable and low-income housing projects and housing projects that are eligible for and utilize tax credits; and (2) a process for requesting assistance with housing projects that meets certain defined criteria.

(B) Housing Rehabilitation Program. City staff is to develop and bring back for formal consideration by the City Council a comprehensive housing program that focuses on: (1) addressing and improving blighted areas; (2) adding more housing units back onto the market; and (3) providing potential incentives and support for property owners to rehabilitate and develop neighborhoods.

(3) Intergovernmental Collaboration. Consistent with the McLean County Regional Planning Commission Housing Recovery Plan, the City Council is interested in participating in an intergovernmental rapid response team to work on joint housing initiatives. The City Council is supportive of a unified approach to address housing development that meets collective goals and objectives.

(4) Zoning Code & Subdivision Code Review. A review of the Zoning Code and Subdivision Code, under the direction of and coordinated by City staff with input from neighborhood groups and/or associations, should be completed to ensure it addresses current and future housing needs. City staff should actively showcase development opportunities and offer flexible compliance pathways. As a subset of this, City staff should work with property owners

to thoroughly investigate and report to Council on whether other responses for housing development (which should include the national Strong Towns) are feasible.

An update on the housing priorities set by the Council will be provided by 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: Leslie Yocum, City Clerk

**ATTACHMENTS:**

[ADM 2B Resolution 2024-40](#)



## RESOLUTION NO. 2024 - 040

### A RESOLUTION SETTING HOUSING PRIORITIES RELATED TO THE AFFORDABILITY OF THE CURRENT HOUSING STOCK IN THE CITY OF BLOOMINGTON

**WHEREAS**, the City of Bloomington (hereinafter “City”) recognizes the critical importance of addressing the current affordability of housing to ensure the well-being, economic stability, and growth of our community; and

**WHEREAS**, the City Council is dedicated to making Bloomington the most business-friendly city, ensuring exceptional service and value to all residents, investors and developers who contribute to our community; and

**WHEREAS**, the City wishes to foster responsive conditions to housing affordability; and

**WHEREAS**, the City aims to establish a standard housing incentive that promotes the development of housing that is affordable to those whose household income is at or below the median through various supportive measures; and

**WHEREAS**, a clear, effective, and well-articulated Zoning Code is crucial for addressing housing challenges and highlighting development opportunities within the City; and

**WHEREAS**, addressing blighted areas and adding more housing units back onto the market through a comprehensive neighborhood rehabilitation program is a priority for the City Council; and

**WHEREAS**, collaboration with local intergovernmental partners is crucial to develop joint initiatives that meet our collective housing goals and objectives; and

**WHEREAS**, the City lacks the financial capacity to provide low-interest loans or similar incentives to stimulate housing developments, the Council acknowledges that high development costs are the primary barrier and urges continued collaboration on innovative responses.

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

**SECTION 1. Recitals.** That the recitals set forth above are incorporated herein by reference as if fully stated in this Section 1.

**SECTION 2. Housing Priorities.** The City Council sets the following priorities in relation to housing within the community:

- (A) Standardize Housing Incentives. City staff is to develop and bring back for formal consideration by the City Council a short-term, low-risk housing incentive program. As part of this, City staff will review and consider items like the following: (1) a reduction of fees for affordable and low-income housing projects and housing projects that are eligible for and

utilize tax credits; and (2) a process for requesting assistance with housing projects that meets certain defined criteria.

- (B) Housing Rehabilitation Program. City staff is to develop and bring back for formal consideration by the City Council a comprehensive housing program that focuses on: (1) addressing and improving blighted areas; (2) adding more housing units back onto the market; and (3) providing potential incentives and support for property owners to rehabilitate and develop neighborhoods.
- (C) Intergovernmental Collaboration. Consistent with the McLean County Regional Planning Commission Housing Recovery Plan, the City Council is interested in participating in an intergovernmental rapid response team to work on joint housing initiatives. The City Council is supportive of a unified approach to address housing development that meets collective goals and objectives.
- (D) Zoning Code & Subdivision Code Review. A review of the Zoning Code and Subdivision Code, under the direction of and coordinated by City staff with input from neighborhood groups and/or associations, should be completed to ensure it addresses current and future housing needs. City staff should actively showcase development opportunities and offer flexible compliance pathways. As a subset of this, City staff should work with property owners to thoroughly investigate and report to Council on whether other responses for housing development (which should include the national Strong Towns) are feasible.

**SECTION 3. Financial Considerations.** City staff shall fully consider all financial components and fiscal impact of the potential housing programs being developed. The financial components shall be presented to the City Council at the time the programs are brought back for formal consideration and approval by the City Council.

**SECTION 4. Reports.** The City Manager, or his designee, shall provide regular reports on progress, challenges, and successes related to the priorities of the City Council identified in Section 2 to ensure accountability and transparency.

**SECTION 5. Non-Inclusive.** Although this Resolution sets forth the main priorities of the City Council regarding housing, City staff is encouraged and expected to continue working on other initiatives to respond to the ever-changing housing landscape within the community and may modify or remove the items in Section 2 and/or bring forward other proposals as developed. This includes looking at the concerns raised involving the taxation of land.

**SECTION 6. Effectiveness.** This Resolution shall take effect immediately upon its passage and approval.

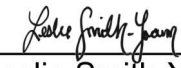
**PASSED** this 22nd day of July 2024.

**APPROVED** this 24th day of July 2024.

**CITY OF BLOOMINGTON**

  
Mboka Mwilambwe, Mayor

**ATTEST**

  
Leslie Smith-Yocum, City Clerk

