

CITY OF  
BLOOMINGTON  
CITY COUNCIL -  
REGULAR SESSION  
MEETING  
NOVEMBER 12, 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  
TUESDAY, NOVEMBER 12, 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 Appointments, as requested by the Administration Department. *(Recommended Motion: None; Recognition only.)*

**6. Public Comment**

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

**7. Public Hearings**

**8. Consent Agenda**

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

- A. Consideration and Action to Approve the Minutes of the October 14, 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 \$8,626,170.19, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and Action on a Resolution Approving the John M. Scott Health Care Trust Fiscal Year 2024 Annual Trust Report, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*
- D. Consideration and Action on a Supplemental Resolution for Improvement Under the Illinois Highway Code, for Motor Fuel Tax (MFT) Funds to be used for the purchase of Right-Of-Way and Easements for the Fox Creek Road & Bridge Project, in the

Amount Not to Exceed \$85,169, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Supplemental Resolution be approved.)

- E. Consideration and Action on (1) a Supplemental Resolution for Improvement Under the Illinois Highway Code, in the Amount Not to Exceed \$109,933; (2) a Resolution Approving the Preliminary/Construction Engineering Services Agreement Supplement for Motor Fuel Tax (MFT) Funds, with Alfred Benesch & Company, in the Amount Not to Exceed \$109,933, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolutions be approved.)
- F. Consideration and Action on a Resolution to Approve a Contract with Century Industries for the Replacement of a Mobile Stage, in the Amount of \$138,108, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)
- G. Consideration and Action on a Resolution Approving a Purchase Order with Dell, Inc., for the Microsoft Enterprise Software Annual Renewal for Software Maintenance and Support Covering the City's Microsoft Licensing, in the Amount of \$317,870.80, as requested by the Information Technology Department. (Recommended Motion: The proposed Resolution be approved.)
- H. Consideration and Action on an Ordinance Amending the Bloomington City Code Chapter 28, Section 194 to Clarify the Definition of "Loud And Raucous Noise" and the General Prohibition of Such Loud and Raucous Noise Emanating from Public and Private Locations, as requested by the Legal Department and the Administration Department. (Recommended Motion: The proposed Ordinance be approved.)
- I. Consideration and Action on an Application from Kobe Revolving Sushi Bar, LLC, located at 1500 E. Empire St., Suite A1, Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)
- J. Consideration and Action on an Application from Rice N Spice Indian Grill, Inc., located at 110 W. Washington St., 1st Floor, Requesting Approval of the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)
- K. Consideration and Action on an Application from Jay Sathimaa Two, LLC, d/b/a Bloomington Shell, located at 2401 E. Oakland Ave., Requesting Approval of a Change in Classification from a Class GPBS (Gas Station Grocery Convenience Store, Beer & Wine Only, and Sunday Sales) Liquor License to a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

## **9. Regular Agenda**

- A. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 2, Section 2-345 to Eliminate the Economic & Community

Development Department and Create the Development Services Department, and Adding Section 2.345.2 Creating the Department of Community Impact and Enhancement, as requested by the Administration Department. *(Recommended Motion: That the Ordinance be approved.) (Presentation by Jeff Jurgens, City Manager; Billy Tyus, Senior Deputy City Manager, 5 minutes; and City Council Discussion, 10 minutes.)*

- B. Consideration and Action on a Resolution of the City of Bloomington in Support of State Action to Protect the Mahomet Aquifer, as requested by City Council. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by John Danenberger, City Council Member, 5 minutes; and City Council Discussion, 10 minutes.)*

**10. City Manager's Discussion**

**11. Mayor's Discussion**

**12. Council Member's Discussion**

**13. Executive Session**

**14. Adjournment**

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



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

**FOR COUNCIL:** November 12, 2024

**WARD IMPACTED:** City-Wide Impact

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

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

**STRATEGIC PLAN LINK:**

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 5b. City decisions consistent with plans and policies

**BACKGROUND:** The included appointments are representative of City Council's approvals from the October 28, 2024, Council meeting.

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

**FINANCIAL IMPACT:** N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

**ATTACHMENTS:**

[ADM 1B Recognition of Appointments from 102824 Council](#)



# Appointments

Bloomington Housing Authority:

- **Tim Brock**
- **Orman Jones**

Library Board of Trustees:

- **Ashlee Sang**

# Appointments

Zoning Board of Appeals:

- **John Poling**
- **Matt Steinkoenig**



**CONSENT AGENDA ITEM NO. 8.A.**

**FOR COUNCIL:** November 12, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action to Approve the Minutes of the October 14, 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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

**ATTACHMENTS:**

[CLK 1B Minutes](#)



**MINUTES**  
**CITY COUNCIL - REGULAR SESSION**  
**MONDAY, OCTOBER 14, 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, Remote
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Absent
Tom Crumpler	Council Member, Ward 9	Present

**Council Member Montney made a motion, seconded by Council Member Kearns, to allow Council Member Boelen to attend the meeting remotely due to illness.**

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

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

**Motion carried.**

Council Member Boelen joined remotely at 6:03 P.M.

**Recognition/Appointments**

No recognitions or appointments were made.

**Public Comment**

Mayor Mwilambwe read a public comment statement of procedure. Monsignor Jason Gray emailed public comment. The following individuals spoke in person: (1) Elaine Rinehimer, (2) Surena Fish, (3) Lucille Eckrich, (4) Ed Rozier, (5) Dick Taylor, (6) Mark Bloedel, (7) Zach Gittrich, and (8) Sarah Lindenbaum.

**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.*

City Clerk Yocum noted a correction required in the minutes of Item 7.A. and requested it be approved as amended.

**Council Member Crumpler made a motion, seconded by Council Member Hendricks, to approve the Consent Agenda with amendments to Item 7.A.**



Item 7.A. Consideration and Action to Approve the Minutes of the August 26, 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 to Approve the Minutes of the September 9, 2024, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.C. Consideration and Action on Approving Bills and Payroll in the Amount of \$21,594,082.81, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

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

Item 7.E. Consideration and Action on a Resolution Authorizing an Agreement with Crawford, Murphy & Tilly, Inc., for the Engineering Design Services Associated with the Lead Service Replacement Project on Main Street from Locust Street to Jefferson Street, in the Amount Not to Exceed \$70,000, as requested by the Water Department. (Recommended Motion: The proposed Agreement be approved.)

**RESOLUTION NO. 2024 – 052**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC., FOR THE ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE LEAD SERVICE REPLACEMENT PROJECT ON MAIN STREET FROM LOCUST STREET TO JEFFERSON STREET, IN THE AMOUNT NOT TO EXCEED \$70,000**

Item 7.F. Consideration and Action on a Resolution Authorizing an Agreement with Crawford, Murphy & Tilly, Inc., for the Engineering Design Services Associated with the Census Tract 59 Watermain and Lead Service Line Replacement Project - Phase 1, in the Amount Not to Exceed \$250,000, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2024 – 053**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC., FOR THE ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE CENSUS TRACT 59 WATERMAIN AND LEAD SERVICE LINE REPLACEMENT PROJECT - PHASE 1, IN THE AMOUNT NOT TO EXCEED \$250,000**

Item 7.G. Consideration and Action on a Resolution Authorizing an Agreement with Farnsworth Group, Inc., for a Professional Services Agreement Associated with Evaluating the Supplemental Water Source Review 2024, in the Amount Not to Exceed \$91,000, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2024 – 054**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH FARNSWORTH GROUP, INC., FOR A PROFESSIONAL SERVICES AGREEMENT ASSOCIATED WITH EVALUATING THE SUPPLEMENTAL WATER SOURCE, IN THE AMOUNT NOT TO EXCEED \$91,000**

Item 7.H. Consideration and Action on Resolution Authorizing a Contract with Basic Information Technology Solutions, Inc. (BasicITS) for the Purchase, Removal, and Installation of Audio-Visual Equipment at All Fire Stations, in the Amount of \$74,026.81, as requested by

the Information Technology Department and the Fire Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2024 – 055**

**A RESOLUTION AUTHORIZING A CONTRACT WITH BASIC INFORMATION TECHNOLOGY SOLUTIONS, INC. (BASICITS) FOR THE PURCHASE, REMOVAL, AND INSTALLATION OF AUDIO-VISUAL EQUIPMENT AT ALL FIRE STATIONS, IN THE AMOUNT OF \$74,026.81**

Item 7.I. Consideration and Action on a Resolution Authorizing a Contract with PipeWorks, Inc. for the Purchase and Replacement of Two 60-Ton Trane Chillers at the Bloomington Center for the Performing Arts (Bid #2025-12), in the Amount of \$236,325, as requested by the Arts & Entertainment Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2024 – 056**

**A RESOLUTION AUTHORIZING A CONTRACT WITH PIPEWORKS, INC. FOR THE PURCHASE AND REPLACEMENT OF TWO 60-TON TRANE CHILLERS AT THE BLOOMINGTON CENTER FOR THE PERFORMING ARTS (BID #2025-12), IN THE AMOUNT OF \$236,325**

Item 7.J. Consideration and Action on a Resolution Authorizing the Approval of the Proposal from Farnsworth Group for the Police Department HVAC Evaluation and Improvement Recommendations, in an Amount Not to Exceed \$79,550, as requested by the Department of Operations & Engineering Services and the Police Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2024 – 057**

**A RESOLUTION AUTHORIZING THE APPROVAL OF THE PROPOSAL FROM FARNSWORTH GROUP FOR THE POLICE DEPARTMENT HVAC EVALUATION AND IMPROVEMENT RECOMMENDATIONS, IN AN AMOUNT NOT TO EXCEED \$79,550**

Item 7.K. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapters 6, 7, 22, 29, 32, 37.5, 38, 40, and 41 Moving Licenses Administered by the City Clerk to Align with the City's Fiscal Year, as requested by the City Clerk Department. (Recommended Motion: The proposed Ordinance be approved.)

**ORDINANCE NO. 2024 – 079**

**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTERS 6, 7, 22, 29, 32, 26, 37.5, 38, 40, AND 41 TO ALIGN LICENSES ADMINISTERED BY THE CITY CLERK TO BE ISSUED ON THE FISCAL YEAR CYCLE**

Item 7.L. Consideration and Action on an Application from Clarabel, LTD, d/b/a Rosie's Pub, located at 106 E. Front St., Requesting Approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Liquor, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 7.M. Consideration and Action on an Application from Le Marchand De Vin, LLC, located at 1704 Eastland Dr., Ste. 8, Requesting Approval for a Change in Classification from a Class PAS (Package, All Types of Alcohol, and Sunday Sales) to a Class TAPS (Tavern, All Types of Alcohol, Packaged and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 7.N. Consideration and Action on an Application from Dublin Bay, LLC, d/b/a Killarney's Irish Pub, located at 523 N. Main St., Requesting Approval of a Change in Ownership for their Class TAP (Tavern, All Types of Liquor, and Package Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

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

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

**Motion carried.**

## **Regular Agenda**

*The following Item was presented:*

Item 8.A. Consideration and Action on a Recommendation by the Planning Commission to Designate the Structures of Holy Trinity Church and Holy Trinity Rectory, Located at 704 N. Main Street, as "Local Historic Landmarks" and to have the S-4 (Historic Preservation District) Overlay Zoning Designation Applied to the Subject Property, including Either Adoption of an Ordinance Approving the Designation or Adoption of a Resolution Rejecting the Designation, as requested by the Historic Preservation Commission.

City Manager Jeff Jurgens provided a brief introduction of the Item explained the sample motions to Council and detailed the procedures to maintain City code compliance.

Mayor Mwilambwe and Chris Spanos, Corporation Counsel, discussed procedure.

**Council Member Boelen made a motion, seconded by Council Member Becker, to approve a Resolution Denying Local Historic Landmark Status and a Zoning Map Amendment to Add the S-4 (Historic District) overlay, for the Property at 704 N. Main Street.**

Council Member Becker, Mayor Mwilambwe, and Corporation Counsel Spanos discussed motion procedures.

Council Member Becker then expressed his belief the Designation should not be forced on the property owner, and noted it was not supported by the congregation of the church.

Council Member Boelen stated her motion was based on testimony given at the Historic Preservation Committee and Planning Commission meetings which stated the church qualified for tax credit, but churches don't pay tax, so local tax dollars could be used, and she believed the property rights should trump anything else.

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

**AYES:** Boelen, Montney, Becker

**NAYES:** Kearns, Danenberger, Hendricks, Ward, Crumpler

**Motion failed.**

**Council Member Hendricks made a motion, seconded by Council Member Danenberger, to approve an Ordinance Designating Local Landmarks, and Approving a Zoning Map Amendment to Add the S-4 (Historic Preservation District) Overlay, for the Property at 704 N. Main Street.**

Council Member Montney expressed her respect for opinions on both sides. She stressed the importance of the decision and mentioned imposing restrictions on repair costs could make the situation worse.

Council Member Boelen commented that the property was registered as a National Historic Property and did not believe the local designation would be necessary.

Council Member Crumpler highlighted that the rezoning initiative was brought forth by parishioners and the zoning change would not harm the interest of the diocese. He stressed that the long-term value and architecture of the building should be considered.

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

**AYES:** Kearns, Danenberger, Hendricks, Ward, Crumpler

**NAYES:** Boelen, Montney, Becker

**Motion failed.**

City Manager Jurgens asked if a Council Member who voted against the Resolution wanted to motion to reconsider, but none were inclined to make such a motion.

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

City Manager Jeff Jurgens provided updates on the efforts of the Coalition Working to address Homelessness noting they continued to address the issue. He reported the start of the Market Street Beautification Project and the purchase of the Country Financial complex by Illinois State University (ISU) for their College of Engineering. He highlighted the upcoming Bloomington Bison opening home game and expressed his excitement for the team impact on the community. He recognized the community impact of George Drye, former City Engineer & Director of Engineering and Water, who worked with the City for 26 years and recently passed.

### **Mayor's Discussion**

Mayor Mwilambwe expressed condolences for Mr. Drye's family and thanked City Manager Jurgens for his efforts address the homelessness issue. He shared his excitement for the Country Financial and ISU project as well as other projects that positively impact the community. Lastly, he echoed City Manager Jurgens' excitement for the Bloomington Bison upcoming game.

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

Council Member Kearns wished everyone a Happy Indigenous People's Day.

### **Executive Session**

No Executive Session was held.

### **Adjournment**

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

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

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

**Motion carried (viva voce).**

The meeting adjourned at 6:52 P.M.

**CITY OF BLOOMINGTON**

**ATTEST**

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

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

DRAFT



**CONSENT AGENDA ITEM NO. 8.B.**

**FOR COUNCIL:** November 12, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on Approving Bills and Payroll in the Amount of \$8,626,170.19, as requested by the Finance Department.

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

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

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

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

**FINANCIAL IMPACT:** Total disbursements to be approved \$8,626,170.19 (Payroll total \$3,367,761.14, Accounts Payable total \$5,091,335.67, and Bank Transfers total \$167,073.38).

Respectfully submitted for consideration.

Prepared by: Sheryl McDaniel, Accountant

**ATTACHMENTS:**

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

## CITY OF BLOOMINGTON FINANCE REPORT

### PAYROLL

Date	Gross Pay	Employer Contribution	Totals
11/1/2024	\$ 2,741,513.48	\$ 626,414.27	\$ 3,367,927.75
			\$ -
Off Cycle Adjustments	\$ (154.77)	\$ (11.84)	\$ (166.61)
<b>PAYROLL TOTAL</b>			<b>\$ 3,367,761.14</b>

### ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
11/12/2024	AP General	\$ 4,904,503.06
11/12/2024	AP JMScott	\$ -
11/12/2024	AP Comm Devel	\$ 46,082.43
11/12/2024	AP IHDA	\$ -
11/12/2024	AP Library	\$ 66,790.03
11/12/2024	AP MFT	\$ 53,964.69
11/1/2024	Out of Cycle AP	\$ 19,995.46
08/22/24-10/27/24	AP Bank Transfers	\$ 167,073.38
<b>AP TOTAL</b>		<b>\$ 5,258,409.05</b>

### PCARDS

	\$0.00
<b>PCARD TOTAL</b>	<b>\$0.00</b>

<b>GRAND TOTAL</b>	<b>\$ 8,626,170.19</b>
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Respectfully,

**F Scott Rathbun**  
Director of Finance



## **CONSENT AGENDA ITEM NO. 8.C.**

**FOR COUNCIL:** November 12, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving the John M. Scott Health Care Trust Fiscal Year 2024 Annual Trust Report, as requested by the Economic & Community Development Department.

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

**STRATEGIC PLAN LINK:**

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 5b. City decisions consistent with plans and policies

**BACKGROUND:** Per the John M. Scott Health Care Trust ("Trust"), approved by the Circuit Court of the Eleventh Judicial Circuit on July 2, 2018, annual trust reports will be submitted by the Trustee to the Court for review and approval. The annual trust report provides a detailed accounting of revenues and expenses as well as an overview of activities for the fiscal year. The Fiscal Year 2024 Trust Report highlights that over 15,000 community members were served with over 371,000 units of service by Trust funds in the fiscal year. The financial information included in the report shows that the Trust is healthy and can likely maintain significant funding levels that support important investments in McLean County for years to come.

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

**FINANCIAL IMPACT:** N/A

Respectfully submitted for consideration.

Prepared by: Joni Gerard, Grant Specialist

**ATTACHMENTS:**

[E&CD 1B Resolution](#)

[E&CD 1C Resolution Exhibit A](#)



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

**A RESOLUTION APPROVING THE JOHN M. SCOTT HEALTH CARE TRUST  
FISCAL YEAR 2024 ANNUAL REPORT**

**WHEREAS**, per the John M. Scott Health Care Trust, approved by the Circuit Court of the Eleventh Judicial Circuit on July 2, 2018, annual trust reports will be submitted by the Trustee to the Court for review and approval; and

**WHEREAS**, the annual trust report provides a detailed accounting of revenues and expenses as well as an overview of activities for the fiscal year; and

**WHEREAS**, the Fiscal Year ("FY") 2024 Trust Report highlights over 15,000 community members were served with the \$737,364.68 in John M. Scott Health Care Trust grant funding provided during the fiscal year; and

**WHEREAS**, over 371,000 units of service were provided in FY 2024 by funded organizations; and

**WHEREAS**, the FY 2024 Trust Report, as presented in Exhibit A, is a positive reflection of funding support by the John M. Scott Health Care Trust.

**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 the City Manager, or designated representatives, are authorized to approve the John M. Scott Health Care Trust Fiscal Year 2024 Annual Trust Report.

**PASSED** this 12th day of November 2024.

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

**CITY OF BLOOMINGTON**

**ATTEST**

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Mboka Mwilambwe, Mayor

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Leslie Smith-Yocum, City Clerk

# **JOHN M. SCOTT HEALTH CARE TRUST ANNUAL REPORT FOR FISCAL YEAR 2024 (MAY 1, 2023- APRIL 30, 2024)**

## **Prepared By**

Joni Gerard-Staff Administrator and Grant Specialist &  
William Bessler, M.B.A.-Economic and Community Development  
Department Grants Manager

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  - K. Appendix K: Trustee Approval of the Fiscal Year 2024 John M. Scott Health Care Trust Report

## Section One-Executive Summary

Fiscal Year 2024 proved to be another year of incredible service to our community by the John M. Scott Health Care Trust (“Trust”) grant program. Trust funding tackles health disparities and improves the well-being of our neighbors with critical grant funding for both programs and capital improvements. Health care that is accessible, high quality, and affordable is critical to the long-term growth and quality of life in our community. The Trust’s funding in FY2024, and beyond, will enable a healthier future for generations to come.

Grants from the Trust fall into three categories: Category I (General Operating Grants), Category II (Community Health Priority Grants), and Category III (Emergent and Emergency Need Grants). Category I grants are awarded as a part of three-year funding commitments. Fiscal Year 2024 was the second year of the three-year commitment for Category I grantees: The Community Health Care Clinic and the McLean County Center for Human Services. Nineteen organizations received Category II grant funding, which included two grants for capital investments. There was an increase of funding to five additional organizations for Category II in Fiscal Year 2024.

Overall, Fiscal Year 2024 saw the John M. Scott Health Care Commission approve over \$700,00.00 dollars to invest in our community. This report shows the dramatic impact Trust funds have in improving the lives of our neighbors. Over 15,000 community members were served with over 371,000 units of service in Fiscal Year 2024. While these numbers highlight the impact of Trust funds, they do not fully articulate the life changing, and *lifesaving*, efforts put in by Trust grantees.



The John M. Scott Health Care Trust grant program continues to be an extremely valuable asset for the people of McLean County that makes the work many non-profit partners do possible. The City of Bloomington is incredibly proud to help make these investments possible. Through the work of the Commission, grantees, and City staff, Judge Scott's commitment to addressing health disparities and expanding health care services for all community members continues well past his time.

I humbly submit this John M. Scott Health Care Trust Report for Fiscal Year 2024 to the Court.

Sincerely,

A handwritten signature in black ink, appearing to read 'William Bessler', with a long horizontal flourish extending to the right.

William Bessler, M.B.A.

Economic and Community Development Department Grants Manager

City of Bloomington, Illinois

## **Section Two-Fiscal Year 2024 John M. Scott Health Care Commission and City Staff**

### **John M. Scott Health Care Commission**

- Chasensky, Angela, Vice-Chairperson of the Commission and Grants Committee Chairperson
- Crockett, Catharine, Secretary of the Commission
- Hardy, Elaine, Commissioner
- Houghton, Adam, Commissioner
- Neubrandner, Judith, Commissioner
- Pohl, Carla, Commissioner (May 2023 - September 2023)
- Schmidt, Karen, Commissioner
- Sebastian, Felicitas, Treasurer and Finance Committee Chairperson
- Secord, Bradley, Commissioner
- Stipp, Karen, Commissioner
- Wilkinson, Kyana, Chairperson of the Commission and Executive Committee Chairperson

### **Executive Committee**

- Wilkinson, Kyana, Chairperson of the Commission
- Chasensky, Angela, Vice-Chairperson of the Commission
- Sebastian, Felicitas, Treasurer
- Crockett, Catharine, Secretary

### **Finance Committee**

- Ambuehl, Holly, (Ad Hoc Member)
- Crockett, Catharine, Commissioner
- Houghton, Adam, Commissioner
- Sebastian, Felicitas, Treasurer and Finance Committee Chairperson
- Secord, Bradley, Commissioner

### **Grants Committee**

- Chasensky, Angela, Vice-Chairperson and Grants Committee Chairperson
- Gambacorta, Sally (Ad Hoc Member)
- Grant, Sue (Ad Hoc Member)
- Hardy, Elaine, Commissioner
- Kennedy, Erin (Ad Hoc Member)
- Neubrandner, Judith, Commissioner
- Schmidt, Karen, Commissioner
- Stipp, Karen, Commissioner
- Wilkinson, Kyana, Commission Chairperson

### City Staff

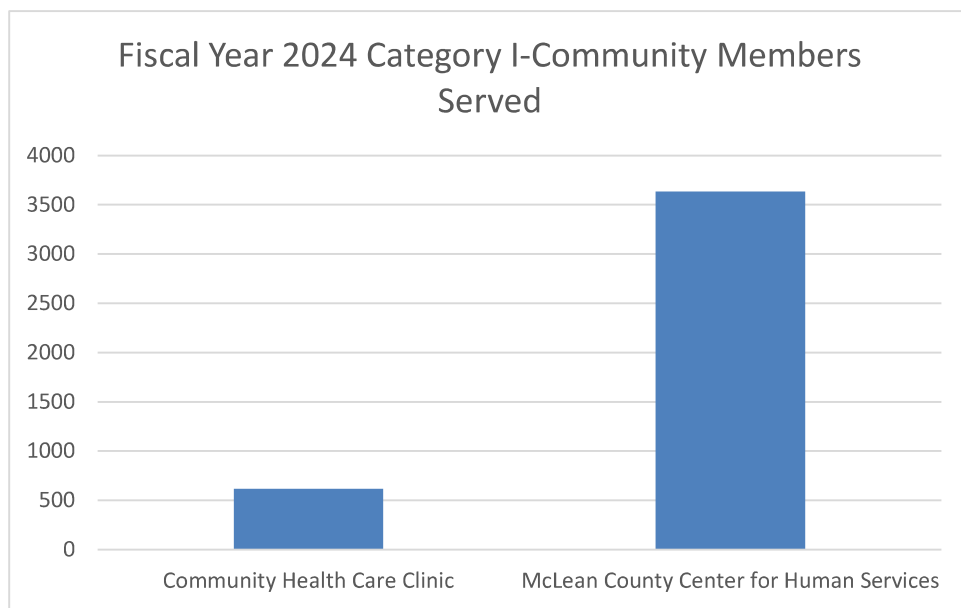
- Gerard, Joni, Staff Administrator and Grant Specialist
- Bessler, William, Economic and Community Development Department Grants Manager

Please see Appendix H for detailed information including terms, affiliations, and recognitions for each Commissioner.

## **Section Three-Grant Program Data and Performance**

### **Category I (General Operating Grants)**

The Commission awarded \$250,000 in funding for Category I grants in Fiscal Year 2024. With this investment, Community Health Care Clinic and the McLean County Center for Human Services served 4,253 community members and provided 48,589 units of service during the fiscal year. Both grantees exhausted all FY2024 funds within the fiscal year.



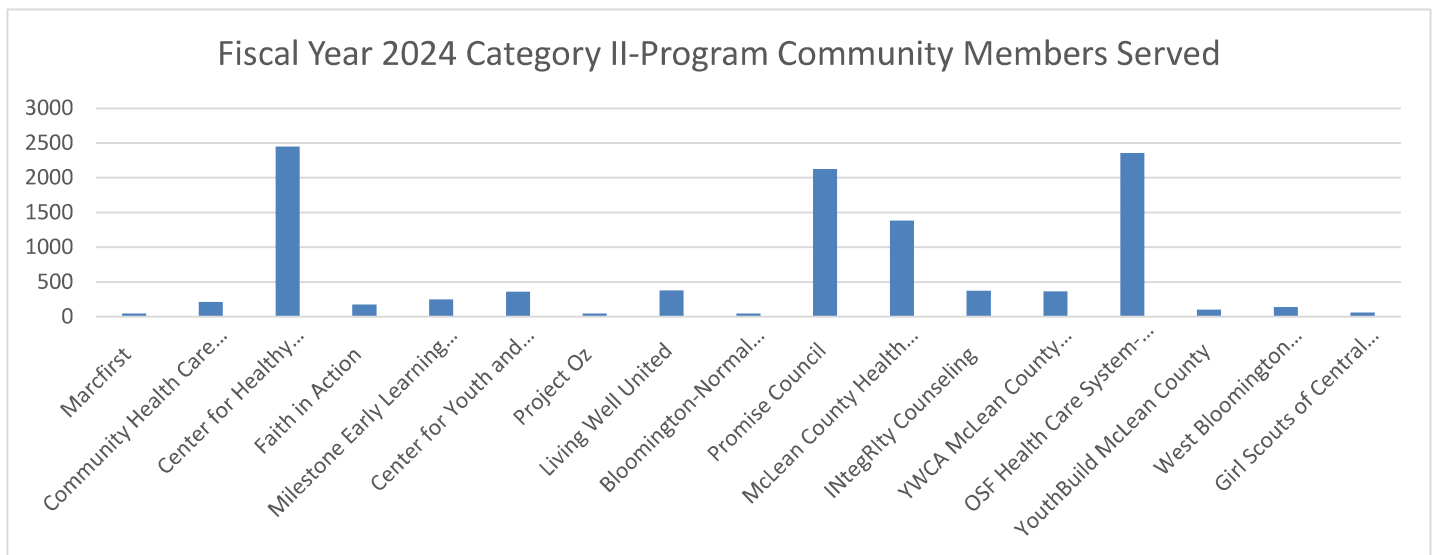
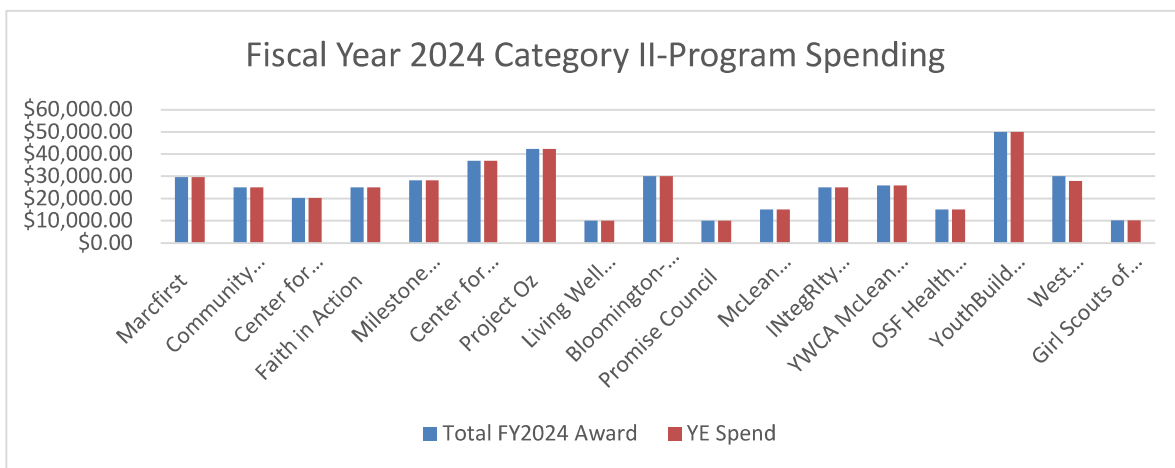
### **Category II-Capital (Community Health Priority Capital Grants)**

Fiscal Year 2024 provided an opportunity for the Commission to once again provide important capital funds to organizations. The Community Health Care Clinic received \$19,000.00 for equipment for their free Dental Clinic. Marcfirst received \$15,000.00 for interactive equipment at the Gregg Chadwick Marcfirst Pediatric Therapy Center.



## Category II-Program (Community Health Priority Program Grants)

Seventeen organizations were awarded Category II-Program funds during FY2024. Programs supported include efforts to address all three Community Health Improvement Plan (CHIP) goals. These goals include access to care, behavioral health, and healthy eating/active living. Over 10,000 community members were served during the fiscal year with nearly 320,000 units of service. Additionally, the funding supported, or helped support, 54.65 full-time equivalent jobs for awarded organizations. During the fiscal year over ninety five percent (95%) of the awarded funds were expended. Only one organization did not spend all awarded funds (West Bloomington Revitalization Project). Unused Trust funds awarded to the West Bloomington Revitalization Project were returned to the Trust.



### Category III Grants (Emergency Need Grants)

Category III grant program, which was revised during Fiscal Year 2023, provided \$15,000 in program funding to two organizations. Grants were made available to the One Hope Project (\$10,000.00) and to Cruisin' Outta Poverty Services (\$5,000.00).

## **Section Four-Grant Program Scope of Work Descriptions**

### **Category 1 (General Operating Grants)**

- Community Health Care Clinic
  - To help support the integration of behavioral and primary health care services, and when necessary, supported housing.
- McLean County Center for Human Services
  - To help support the integration of behavioral and primary health care services.

### **Category II-Capital (Community Health Priority Capital Grants)**

- Community Health Care Clinic
  - Capital improvements to support the purchase of dental software and additional dental equipment updates as needed.
- Marcfirst
  - Capital improvements to support the purchase of sensory play equipment at the Gregg Chadwick Marcfirst Pediatric Therapy Center.

### **Category II-Program (Community Health Priority Program Grants)**

- West Bloomington Revitalization Project
  - To support the Westside Rides Bike Co-op.
- Community Health Care Clinic
  - To support oral health through a dental clinic.
- Girl Scouts of Central Illinois
  - To support one site mentorship and social emotional learning.
- Living Well United
  - To support the senior center health programming.
- INtegRity Counseling
  - To support expanded service hours, personnel development, and strengthen operations.
- The Center for Youth and Family Solutions
  - To support Family Behavioral Health Services in McLean County including telepsychiatry.
- Bloomington-Normal YMCA
  - To support the Healthy Kids University Program.
- Promise Council
  - To support health care services for student
- OSF Health Care System (Peace Meals)
  - To support the Peace Meal senior nutrition program.
- Project Oz
  - To support the healthy food access and healthy food preparation program.
- McLean County Board of Health

- To support equipment and program supplies for the dental clinic.
- Youth Build McLean County
  - To support mental health and wellness program for At Risk Youth.
- Faith In Action Bloomington-Normal
  - To support senior well-being, including social connection & transportation.
- Marcfirst
  - To support the Gregg Chadwich Marcfirst Pediatric Therapy Center.
- YWCA
  - To support the Child Healthy Living Program.

#### Category III-Emergent/Emergency Need Grants

- One Hope Project
  - To support personnel costs related to One Hope Project operations.
- Cruisin' Outta Poverty Services
  - To support purchase of trailer for stock items and POS system.

## **Section Five-Grant Program Reporting Narrative Excerpts**

*Some narratives have been adjusted to redact information and allow for better formatting.*

### **What has been your biggest SUCCESS?**

*“Parents really enjoyed the healthy meals and expressed how they enjoyed trying new foods with more fresh ingredients like veggies and fruits and meatless entrees. Families also expressed excitement in cooking with their children. Children that participated in art classes have improved social/emotional skills according to the teachers.”*

*“Our major success has been hiring an occupational therapist, significantly reducing the wait time for children who were waiting for services for about nine months. While hiring this staff member was not a part of this grant, it greatly assisted in the grant's scope of work. Additionally, we've made substantial improvements in aligning our support staff processes with new documentation and billing software, enhancing workflow efficiency and expediting the start of services for children. Additionally, we take great pride in the feedback we received in our surveys from parents. With an average of 4.67 in consumer satisfaction, we're happy to know we're making a positive impact on the families we serve. We're also happy to hear about the many improvements parents reported to us about their children as a result of receiving our services.”*

*“Teaching children and families about dragonfruit. We had a fun dragonfruit taste-testing party at pick up time. Kids, parents, and staff had fun talking about the sweetness of dragonfruit, the spiky skin, and colors inside. It was special to teach them something they have not been exposed to before.”*

*“Throughout 2023, we worked on an agency-wide effort toward certification for our LGBTQ+ inclusion efforts through the Human Rights Campaign Foundation's All Children - All Families. This involved an in-depth look at our policies and practices and ensuring that we are using best practices while meeting the needs of LGBTQ+ youth. Our agency will be celebrated in the HRC report as an agency working towards earning a Tier of Recognition for 2023, and we will continue our efforts in 2024. In late March 2023, we officially broke ground on a new “Youth Education and Support Center”, which will add approximately 2,400 sf of space to our existing building. The new space will include flexible areas that can be used for life skills classes, trainings, and community events, docking stations where youth can connect with technology, spaces for additional youth and family counseling, a “nutrition nook” where youth can grab a bite to eat or learn cooking skills, and a hygiene station, including a washer and dryer, to offer youth a safe, private space to clean up with dignity. A former TLP client was featured as a speaker at the ground breaking and there was also coverage by several local news organizations. In honor of this event, we hosted a community open house and had an excellent turn out from community members and partner organizations who came to learn more about our programs and plans for the future. This youth-friendly, trauma-informed space will allow us to expand our services and help make our office even more welcoming and comfortable for the youth and families we serve. In addition, we hired a new staff during this time to work with our pregnant and parenting mothers. This worker attended the Nurturing Parenting Conference which focused on incorporating the philosophy, skills, and strategies of nurturing parenting. Participants learned how to design home-based and group-based parenting programs utilizing the proven lessons of the Nurturing Parenting Programs. This is the curriculum that we use in our group life skills sessions for pregnant and parenting individuals and has helped to promote*

*healthy relationships between parents and children.”*

*“Peace Meal’s biggest success remains the home delivered meals, both as an overall program and in the City of Bloomington. We are able to accommodate clients without a waiting list allowing seniors to get the nutrition they need.”*

*“The Westside Rides program has been successful in providing affordable and alternative modes of transportation to the community. Many individuals who have received a bike have little to no personal belongings and a bike will have a positive impact on their health and make it easier to access employment. Many recipients were people from Labyrinth House. Additionally, one recipient was a homeless man who needed transportation to his new job at a local business. We also had nine individuals who were living at Salvation Army Safe Harbor at the time they received their bike.”*

**What has been your biggest CHALLENGE?**

*“Time has been our biggest challenge since we used many child care staff to provide these valuable services. If we had more time to research more food nutritional values, we could have possibly served more families. In the beginning, it was difficult to have parents sign up until they were familiarized with the program and comfortable participating in the cooking classes.”*

*“Hiring occupational and physical therapists has been challenging due to higher pay in other healthcare areas like Skilled Nursing Facilities, which also have high workloads. Additionally, in August 2023, insurers like Meridian, Molina, BCBS Community, and Youthcare started requiring pre-authorization for services, leading to unexpected service denials. This change caused a temporary drop in services between October and November 2023 as we navigated the new process, resulting in delays and appeals. Our physical therapist was also on medical leave from September to November and returned part-time until February. Despite these challenges, we have been diligently working to restore services for affected children, showing a steady increase since then.”*

*“One of the biggest challenges during this time has been finding affordable housing and landlords who are willing to work with our program clients. We have long-standing, positive relationships with a number of local landlords. However, due to inflation, and the housing shortage in our area, many landlords have raised rents as well as enforced stricter requirements for individuals applying for apartments. Oftentimes, the youth we work with have poor or no credit, struggle with mental health and substance use issues, may not have a stable employment history, and poor or no rental history. While we work with each client individually to improve each of these factors during their time in the program, we must rely on landlords to give them that initial opportunity for housing. Increasing rental costs are also a challenge since they may exceed our initial budget projections. Even more significantly, they make it difficult to achieve our goal of helping youth find lower-cost apartments where they will gradually be able to take over the rent payments so they can maintain long-term housing stability after exiting the program.”*

*“The biggest challenge of the program was getting children to understand how important it is to eat vegetables, fruit, and drink water instead of sugary sodas.”*

*“We were unable to secure an intern to help facilitate the program which slowed down and limited the implementation of aspects of the grant, such as community events and surveys. Additionally, during the summer we saw turnover in many of our volunteer bike mechanics, which increased the pressure on the remaining volunteers and our paid mechanic.”*

## Appendix A: John M. Scott Health Care Trust Grant Funding History

Recipient	Purpose	CHIP Goal	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024
Community Health Care Clinic	Primary Health & Oral Health Care Integration	Access	\$75,000.00	\$130,714.00	\$125,00.00	\$125,000.00	\$125,00.00	\$125,00.00	\$125,00.00
McLean County Center for Human Services	Behavioral Health, Primary Health, and Housing Integration	Behavioral	\$55,000.00	\$95,857.00	\$100,00.00	\$100,00.00	\$100,00.00	\$125,00.00	\$125,00.00
<b>Total Investment</b>			\$130,00.00	226,571.00	\$225,000.00	\$225,000.00	\$225,00.00	\$250,00.00	\$250,00.00



Recipient	Purpose	CHIP Goal	FY2018	FY2019	FY2020		FY2021		FY2022		FY2023		FY2024	
					Program	Capital	Program	COVID	Program	Capital	Program	Capital	Program	Capital
Boys & Girls Club/ABC Counseling	Adolescent Well-Being: Community Based Mental Health	Behavioral	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,000.00	\$0.00	\$48,000.00	\$0.00	\$0.00	\$0.00
Center for Healthy Lifestyles at OSF St. J	OSF SmartMeals Program	HEAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,253.00	\$0.00
Central Illinois Friends	Sexual health testing and education	Access	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,500.00	\$0.00	\$0.00	\$0.00
Community Health Care Clinic	Dental Clinic Operation	Access	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$19,000.00
Chestnut Health Systems Oral Health Clin	Equipment (4 operations) for launch of FOHC dental Clinic	Access	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,00.00	\$0.00	\$0.00	\$0.00	\$0.00
Children's Home & Aid	Home & Community Based Services: Perinatal Maternal & Child Support	Behavioral	\$0.00	\$0.00	\$17,500.00	\$0.00	\$32,500.00	\$0.00	\$44,000.00	\$0.00	\$45,000.00	\$0.00	\$0.00	\$0.00
City of Bloomington Township	Emergent /Basic Needs: Adults	Access	\$63,004.00	\$44,661.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Faith In Action	Senior Well-Being: Social Connection & Transportation	Access	\$0.00	\$0.00	\$10,500.00	\$0.00	\$19,500.00	\$1,000.00	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$0.00
Girl Scouts of Central Illinois	Mentorship Program for school-aged children	Behavioral	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,155.00	\$0.00
Heartland Head Start	Early Childhood Well-Being: Whole-Child & Family	Access	\$0.00	\$0.00	\$0.00	\$0.00	\$32,500.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00
Home Sweet Home Ministries	Capital Funding: Expansion/Accessibility of Bread for Life Co-Op/Food Pantry	HEAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00
INtegrity Counseling	Mental Health Block Grant	Behavioral	\$0.00	\$0.00	\$7,350.00	\$0.00	\$13,650.00	\$5,000.00	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$25,000.00	\$0.00
Living Well United	Senior Well-Being: Social Connection	All	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00
Marofirst	Early Childhood Well-Being: Healthy Development	Access	\$0.00	\$0.00	\$12,250.00	\$0.00	\$22,750.00	\$5,850.00	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$29,619.00	\$15,000.00
McLean County Health Department	Emergent/Basic Needs: Oral Health Care for Children/Adults	Access	\$15,000.00	\$26,143.00	\$15,000.00	\$0.00	\$15,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$0.00
Mid Central Community Action	Housing & Health Block Grants	Access	\$0.00	\$0.00	\$7,000.00	\$0.00	\$13,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Milestones Early Learning Center & Presc	Early Childhood Well-Being: Whole-Child & Family	HEAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,128.00	\$0.00
Normal First School Street Food Pantry	Food Security: College Students +Capital for commercial fridge/freezer	HEAL	\$0.00	\$0.00	\$3,000.00	\$12,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Normal Township	Emergent /Basic Needs: Adults	Access	\$0.00	\$0.00	\$5,000.00	\$0	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OSF Peace Meal	Senior Well-Being: Social Connection & Food Stability	HEAL	\$10,000.00	\$17,429.00	\$11,900.00	\$0.00	\$22,100.00	\$0.00	\$25,000.00	\$0.00	\$49,411.03	\$0.00	\$15,000.00	\$0.00
Project Oz	Adolescent Well-Being: Housing & Crisis Stabilization	Access	\$0.00	\$0.00	\$17,500.00	\$0.00	\$32,500.00	\$6,000.00	\$44,000.00	\$0.00	\$44,000.00	\$100,000.00	\$42,277.00	\$0.00
Promise Council of McLean County	Emergent/Basic Needs: School Aged Children	Access	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00
The Baby Fold	Home & Community Based Services: Intensive Family Support	Behavioral	\$0.00	\$0.00	\$17,500.00	\$0.00	\$32,500.00	\$5,000.00	\$0.00	\$0.00	\$39,500.00	\$0.00	\$0.00	\$0.00
The Center for Youth & Family Solutions	Behavioral Health Block Grant: Child,Adolescent, & Family	Behavioral	\$20,000.00	\$34,857.00	\$20,300.00	\$0.00	\$37,700.00	\$7,150.00	\$45,000.00	\$0.00	\$45,000.00	\$0.00	\$37,000.00	\$0.00
West Bloomington Revitalization Project	Healthy Eating, Active Living Block Grant	HEAL	\$0.00	\$0.00	\$17,500.00	\$0.00	\$32,500.00	\$2,500.00	\$40,000.00	\$0.00	\$51,771.00	\$0.00	\$30,000.00	\$0.00
Western Avenue Community Center	Capital Improvements to support growth of the Community Center facility capabilities	HEAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77,923.86	\$0.00	\$0.00
Bloomington-Normal YMCA	Healthy Kids University	HEAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00
Youthbuild McLean County	Adolescent Well-Being: Mental Health & Education	Behavioral	\$0.00	\$0.00	\$10,500.00	\$0.00	\$19,500.00	\$500.00	\$25,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	\$0.00
YWCA of McLean County	Early Childhood Well-Being: Social Emotional Learning & Healthy Eating	HEAL	\$0.00	\$0.00	\$12,250.00	\$0.00	\$22,750.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,932.68	\$0.00
<b>Total Investment</b>			\$108,004.00	\$123,090.00	\$217,550.00	\$12,000.00	\$373,450.00	\$60,000.00	\$359,000.00	\$175,000.00	\$501,782.03	\$177,923.86	\$395,364.68	\$34,000.00

Recipient	Purpose	CHIP Goal	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024
Home Sweet Home Ministries	COVID-19 testing Kits for homeless community members	Access	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00
One Hope Project	Counseling and nutritional education services	Access/Behavioral	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00
Cruisin' Outta Poverty Services	Provide transportation to community members & Purchase of POS system	Access	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
<b>Total Investment</b>								\$1,000.00	\$15,000.00

## **John M. Scott Health Care Trust Grants Program Policies and Procedures**

### **GRANT PROGRAM POLICIES**

#### **Program Overview**

John M. Scott was an Illinois Supreme Court Justice who resided in McLean County from the mid to late 1800s. Although John M. Scott married and had children, he survived his heirs. At his passing in 1898, his Last Will and Testament directed his estate be used to ensure health care in the community, specifically for those with limited financial means. John M. Scott envisioned a community where everyone would have access to quality health care without regard to the person's sex, age, nationality, religious beliefs, or ability to pay. In 1981, the City of Bloomington was named Trustee for the John M. Scott Health Care Trust, created to further John M. Scott's mission.

#### **Program Purpose**

The John M. Scott Health Care Trust (Trust) (amended on July 2, 2018) states "the primary purpose of the Trust is to provide grants to financially support organizations and initiatives that prevent illness and promote the health and well being of McLean County residents who have limited access to health care or inability to pay for needed health care services".

The purpose of the John M. Scott Health Care Trust Grant Program is to make grants to qualified organizations that support the health care needs of income qualified individuals who 1) are underserved by the mainstream health care system and 2) reside in McLean County (see "Eligibility"). The Trust does not provide funds directly to individuals. Grants funded through the Trust will address health care needs that are demonstrably underfunded or unfunded by resources and are not intended to supplant existing funds. Proposals that address priority areas of the most recent McLean County Community Health Needs Assessment (CHNA) and/or demonstrate meaningful collaboration among more than one qualified organization are strongly encouraged.

#### **Funding Availability**

Refer to the John M. Scott Health Care Trust Financial Policies and Procedures.

#### **Funding Cycle**

The fiscal year for the John M. Scott Health Care Trust Grant Program is May 1 – April 30.

#### **Policy Review**

This grant policy will be reviewed by the Trustees at least every five years.

#### **Types of Grants**

Organizations can apply for funding under one or more of the following grant categories:

##### **Category I -- General Operating Grants**

Organizations that provide health care services to traditionally underserved populations should apply for funding under this category. Organizations can request funding for up to three years to support their general operating costs, including overhead. Multi-year grants will be distributed in installments on an annual basis (based on the John M. Scott Commission's fiscal year, May 1—April 30. Continued funding

## **John M. Scott Health Care Trust**

### **Grants Program Policies and Procedures**

of a multi-year grant will be based on the grantee's compliance with reporting and other requirements in the previous year, success with outcomes, and availability of funds.

#### **Category II – Community Health Priority Program Grants**

Organizations seeking funding for ongoing or emerging programs addressing the top priority areas identified in the most recent McLean County Community Health Needs Assessment (CHNA) and the subsequent McLean County Community Health Improvement Plan (CHIP) should apply for funding under this category. Proposals that demonstrate meaningful collaboration among more than one qualified organization are strongly encouraged.

Both program and capital requests are allowed for this category. Any capital request associated with permanent facility improvements must be for a facility that a qualifying organization owns.

Funding is limited to one year of program support through this category, but recipients may reapply annually if they remain in good standing and have met all related reporting requirements.

Copies of the McLean County CHNA and CHIP can be found at:

<https://health.mcleancountyil.gov/ArchiveCenter/ViewFile/Item/386>.

#### **Category III – Emergent and Emergency Need Grants**

Organizations seeking funding for emergent needs or emergency needs should apply for funding under this category. Emergency need requests are defined as an unexpected need or event that causes an unexpected increase in service demand, a gap in services, or a service cost related to a program. Emergent need requests are defined as needs that organizations address with innovative or targeted programs that align with the Trust. These grants fall below the minimum request threshold of Category II grants. Category III Emergency Need grants shall be available on a rolling application basis.

#### **Distribution of Funds Among Categories**

Based on recommendations from the Grant Committee, the percentage of funding for each category will be determined annually by the Commission prior to the beginning of the grant cycle except for Category III grants. Category III funding will be the higher amount of either two percent of the annual funding amount or \$25,000.00.

#### **Disbursement of Unspent Funds**

Budgeted, unspent funds within any fiscal year may be allocated to the subsequent fiscal year or returned to the Trust at the Commission's discretion.

### **GRANT PROGRAM PROCEDURES**

#### **Eligibility**

##### **Organizations**

Grant recipient(s) awarded funding through the Trust must:

- Be a tax exempt organization per Section 501(c)3 of the Internal Revenue Code (including faith

## **John M. Scott Health Care Trust**

### **Grants Program Policies and Procedures**

based organizations) or a local or county unit of government,

- Align with the funding goals of the John M Scott Health Commission;
- Have sound financial management policies in place and demonstrate good stewardship of resources;
- Ensure John M. Scott Grant Program funds are used to serve clients that meet the following qualifications:
  - McLean County residency;
  - Annual income at or below 185% of the annual Federal Poverty Guidelines found at: <https://aspe.hhs.gov/poverty/guidelines>
- Comply with the John M Scott Health Commission's non-discrimination policy that includes age, race, color, creed, ethnicity, religion, national origin, citizenship, marital status, sex, sexual orientation, gender identity or expression, physical or mental disability, veteran or military status, unfavorable discharge from military service, criminal record, or any other basis prohibited by federal state or local law. The organization should also have a procedure for handling discrimination complaints.
- Proposals for a collaboration among more than one organization should plan to designate a single fiscal agent to receive John M. Scott Grant funds. The fiscal agent will be responsible for allocating funds among collaborative partners and submitting reports to the Commission.

#### **Expenses**

Eligible expenses funded through the Trust may include but not be limited to:

- Overhead costs
- Personnel costs
- Medication, and medical supplies including durable medical equipment
- Program costs for prevention, education, and intervention programs
- Costs for services targeting social determinants of health such as defined by the Centers for Disease Control (see <https://www.cdc.gov/socialdeterminants/research/index.htm>) as agreed upon by Commissioners.
- Capital costs (as defined by the Commission)

### **Grant Committee and Review Process**

#### **Grant Committee**

The Grant Committee will be chaired by the Health Care Commission Vice Chairperson or a designee and be responsible for recommendations to the Commission on funding policies, community needs, and allocation of grant funds. The Committee shall be comprised of no less than 4 Commissioners. Ad Hoc Committee members may be added as needed for additional expertise. The Grant Committee will provide oversight for the annual grant program.

All members of the Grant Committee will review all grant requests. Committee members will recuse themselves as needed to avoid any conflicts of interest. A standardized rubric will be used to review and score applications. The Committee will review the rankings and develop a grant funding proposal to present to the full Commission for recommendation to the Trustees.

#### **Grant Procedures Review**

The Grant Committee will be responsible for annual review of the grant procedures and funding

## John M. Scott Health Care Trust

### Grants Program Policies and Procedures

timelines prior to the beginning of the grant cycle.

#### Funding Guidelines

When developing parameters for the annual grant program, the following guidelines should be considered:

The Grants Committee will recommend to the Commission the percentage of funding for each grant category for the new fiscal year. This will generally occur before the City Staff Administrator submits the request to the City's Finance Department as a part of the annual budget process.

#### Estimated Annual Funding Timeline for Category I and II Grants

September	Application window opens via the approved grants management software.
October	Applications due <i>Applications must be submitted via the approved grants management software. Paper applications will not be accepted. Technical assistance will only be provided on issues related to the online submission process.</i>
October-November	Grant Committee review period <i>The Committee will develop a final grant funding proposal for presentation to the full Commission.</i>
December	Full Commission review complete <i>The Commission approved annual grant funding proposal will go to the Trustee for final approval.</i>
January	Trustee final approval complete
January	Grant recipients notified/ Grant Agreements sent
April	Grant Agreements due
May 1	Funding year begins
November 30	Mid-year report due <i>Each recipient of Trust funding is required to submit a mid-year progress report for the May 1 – October 31 time period by the due date via the approved grants management software.</i>
April 30	Funding period ends.
May 30	Final report due <i>Each recipient of Trust funding is required to submit a final year-end report for the May 1 – April 30 time period by the due date via the approved grants management software.</i>

## John M. Scott Health Care Trust Grants Program Policies and Procedures

### Estimated Annual Funding Timeline for Category III Grants

January	Application window opens via the approved grants management software.
February	Applications due <i>Applications must be submitted via the approved grants management software. Paper applications will not be accepted. Technical assistance will only be provided on issues related to the online submission process.</i>
February-March	Grant Committee review period <i>The Committee will develop a final grant funding proposal for presentation to the full Commission.</i>
March	Full Commission review complete <i>The Commission approved annual grant funding proposal will go to the Trustee for final approval.</i>
April	Trustee final approval complete
April	Grant recipients notified/ Grant Agreements sent
May 1	Grant Agreements due
May 1	Funding year begins
November 30	Mid-year report due <i>Each recipient of Trust funding is required to submit a mid-year progress report for the May 1 – October 31 time period by the due date via the approved grants management software.</i>
April 30	Funding period ends.
May 30	Final report <i>Each recipient of Trust funding is required to submit a final year-end report for the May 1 – April 30 time period by the due date via the approved grants management software.</i>



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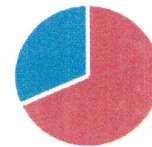
## Statement overview

**\$14,003,797.69**

Total value of all accounts as of May 31, 2023

Accounts	Value on 04/30/2023	Value on 05/31/2023
John M. Scott Health Care Trust		
<b>Trust account</b>	<b>\$14,758,691.63</b>	<b>\$14,003,797.69</b>

## Asset mix



68.4%	Stocks	\$9,574,879.81
31.6%	Bonds	4,420,891.86
0.0%	Short-term reserves	8,026.02
0.0%	Other	0.00
		<b>\$14,003,797.69</b>

Your asset mix percentages are based on your holdings as of the prior month-end.



Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

## Account overview

**\$14,003,797.69**

Total account value as of May 31, 2023

## Year-to-date income

Taxable income	\$79,431.57
Nontaxable income	0.00
<b>Total</b>	<b>\$79,431.57</b>

## Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit [vanguard.com/costbasis](http://vanguard.com/costbasis).

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 04/30/2023	Balance on 05/31/2023
VAIPX	Inflation-Protect Sec Adm		\$23.19	\$2,748,210.42	\$2,833,737.09	\$2,799,367.22
VWETX	Long-Term Invest-Gr Adm		9.56	1,951,618.40	1,668,036.78	1,621,524.64
VITSX	Total Stock Mkt Idx Inst		36.79	3,493,645.56	10,248,924.85	9,574,879.81
VUSXX	Treasury Money Market		-	-	7,992.91	8,026.02
					<b>\$14,758,691.63</b>	<b>\$14,003,797.69</b>



Trust account

John M. Scott Health Care Trust

**Vanguard Flagship Services®**

### Account activity for Vanguard funds

Inflation-Protect Sec Adm

30-day SEC yield as of 05/31/2023*	1.55%
------------------------------------	-------

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](http://vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 4/30/2023		\$23.91		118,516.817	\$2,833,737.09
	<b>Ending balance on 5/31/2023</b>		<b>\$23.62</b>		<b>118,516.817</b>	<b>\$2,799,367.22</b>

Long-Term Invest-Gr Adm

30-day SEC yield as of 05/31/2023*	5.10%
------------------------------------	-------

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](http://vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 4/30/2023		\$8.20		203,419.119	\$1,668,036.78
05/31	Income dividend	\$6,376.84	7.94	803.128	204,222.247	
	<b>Ending balance on 5/31/2023</b>		<b>\$7.94</b>		<b>204,222.247</b>	<b>\$1,621,524.64</b>

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Trust account

Vanguard Flagship Services®

John M. Scott Health Care Trust

## Account activity for Vanguard funds continued

## Total Stock Mkt Idx Inst

Purchases	Withdrawals	Dividends				
\$0.00	-\$704,824.56	\$0.00				
Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 4/30/2023		\$100.42		102,060.594	\$10,248,924.85
05/02	Sell electronic bank transfer	-\$704,824.56	99.14	-7,109.386	94,951.208	
	<b>Ending balance on 5/31/2023</b>		<b>\$100.84</b>		<b>94,951.208</b>	<b>\$9,574,879.81</b>

## Treasury Money Market

Purchases	Withdrawals	Dividends				
\$0.00	\$0.00	\$33.11				
7-day SEC yield as of 05/31/2023*		5.05%				

\*Average annualized income dividend over the past 7 days. For updated information, visit [vanguard.com](https://vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 4/30/2023		\$1.00		7,992.910	\$7,992.91
05/31	Income dividend	\$33.11	1.00	33.110	8,026.020	
	<b>Ending balance on 5/31/2023</b>		<b>\$1.00</b>		<b>8,026.020</b>	<b>\$8,026.02</b>

For more cost basis information go to [investor.vanguard.com/taxes/cost-basis](https://investor.vanguard.com/taxes/cost-basis).





## Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

## Realized gains and losses

You can get cost basis information for both realized and unrealized gains and losses for your Vanguard account at [vanguard.com](https://vanguard.com).

Some or all of this information may be reported to the IRS on Form 1099-B Proceeds from Broker and Barter Exchange Transactions. Vanguard provides cost basis information using the average cost method for mutual funds and first in, first out for other holdings, unless you've selected another method. You may want to consult a tax advisor to determine the appropriate method for you. Certain adjustments may change the basis we're currently reporting to you. In that event, we'll send you revised realized gain and loss information. A dash indicates the information on our system was incomplete at the time this document was generated. See IRS Publication 550 (Investment Income and Expenses) for additional information.

## Vanguard funds

Total Stock Mkt Idx Inst

Term	Date sold	Quantity	Proceeds	Total cost	Gain/Loss	Disallowed loss	Total gain/ Allowable loss
Short-term	05/02	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	05/02	7,109.386	704,824.56	195,487.39	509,337.17	0.00	509,337.17



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June 30, 2023, month-to-date statement  
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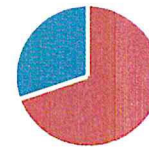
## Statement overview

**\$14,664,793.75**

Total value of all accounts as of June 30, 2023

Accounts	Value on 05/31/2023	Value on 06/30/2023
John M. Scott Health Care Trust		
<b>Trust account</b>	<b>\$14,003,797.69</b>	<b>\$14,664,793.75</b>

## Asset mix



	Value on 06/30/2023
69.8% Stocks	\$10,229,976.92
30.2% Bonds	4,426,757.44
0.0% Short-term reserves	8,059.39
0.0% Other	0.00
	<b>\$14,664,793.75</b>

Your asset mix percentages are based on your holdings as of the prior month-end.



Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

Flagship Services: 800-345-1344

## Account overview

**\$14,664,793.75**

Total account value as of June 30, 2023

## Year-to-date income

Taxable income	\$151,581.27
Nontaxable income	0.00
<b>Total</b>	<b>\$151,581.27</b>

## Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit [vanguard.com/costbasis](http://vanguard.com/costbasis).

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 05/31/2023	Balance on 06/30/2023
VAIPX	Inflation-Protect Sec Adm		\$23.19	\$2,775,647.06	\$2,799,367.22	\$2,786,508.14
VWETX	Long-Term Invest-Gr Adm		9.55	1,958,089.72	1,621,524.64	1,640,249.30
VITSX	Total Stock Mkt Idx Inst		37.06	3,531,853.93	9,574,879.81	10,229,976.92
VUSXX	Treasury Money Market		-	-	8,026.02	8,059.39
					<b>\$14,003,797.69</b>	<b>\$14,664,793.75</b>





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## Inflation-Protect Sec Adm

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](http://vanguard.com).

Long-Term Invest-Gr Adm

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](http://vanguard.com).

Page 4 of 6



Trust account  
John M. Scott Health Care Trust

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### Account activity for Vanguard funds continued

#### Total Stock Mkt Idx Inst

Purchases	Withdrawals	Dividends				
\$0.00	\$0.00	\$38,208.37				
Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 5/31/2023		\$100.84		94,951.208	\$9,574,879.81
06/22	Income dividend .4024	\$38,208.37	105.52	362.096	95,313.304	
	<b>Ending balance on 6/30/2023</b>		<b>\$107.33</b>		<b>95,313.304</b>	<b>\$10,229,976.92</b>

#### Treasury Money Market

Purchases	Withdrawals	Dividends				
\$0.00	\$0.00	\$33.37				
7-day SEC yield as of 06/30/2023*		5.06%				

\*Average annualized income dividend over the past 7 days. For updated information, visit [vanguard.com](https://vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 5/31/2023		\$1.00		8,026.020	\$8,026.02
06/30	Income dividend	\$33.37	1.00	33.370	8,059.390	
	<b>Ending balance on 6/30/2023</b>		<b>\$1.00</b>		<b>8,059.390</b>	<b>\$8,059.39</b>

For more cost basis information go to [investor.vanguard.com/taxes/cost-basis](https://investor.vanguard.com/taxes/cost-basis).



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July 31, 2023, month-to-date statement  
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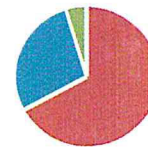
Statement overview

**\$15,026,583.94**

Total value of all accounts as of July 31, 2023

Accounts	Value on 06/30/2023	Value on 07/31/2023
John M. Scott Health Care Trust		
Trust account	\$14,664,793.75	\$15,026,583.94

Asset mix



	Value on 07/31/2023
70.5% Stocks	\$10,595,980.01
29.4% Bonds	4,422,509.78
0.1% Short-term reserves	8,094.15
0.0% Other	0.00
	<b>\$15,026,583.94</b>

Your asset mix percentages are based on your holdings as of the prior month-end.





Trust account  
John M. Scott Health Care Trust

**Vanguard Flagship Services®**  
Flagship Services: 800-345-1344

## Account overview

**\$15,026,583.94**

Total account value as of July 31, 2023

### Year-to-date income

Taxable income	\$158,129.70
Nontaxable income	0.00
<b>Total</b>	<b>\$158,129.70</b>

### Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit [vanguard.com/costbasis](http://vanguard.com/costbasis).

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 06/30/2023	Balance on 07/31/2023
VAIPX	Inflation-Protect Sec Adm		\$23.19	\$2,775,647.06	\$2,786,508.14	\$2,790,099.00
VWETX	Long-Term Invest-Gr Adm		9.54	1,964,603.39	1,640,249.30	1,632,410.78
VITSX	Total Stock Mkt Idx Inst		37.06	3,531,853.93	10,229,976.92	10,595,980.01
VUSXX	Treasury Money Market		-	-	8,059.39	8,094.15
					<b>\$14,664,793.75</b>	<b>\$15,026,583.94</b>



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John M. Scott Health Care Trust

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30-day SEC yield as of 07/31/2023*	2.12%
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\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](http://vanguard.com).

Long-Term Invest-Gr Adm

30-day SEC yield as of 07/31/2023*	5.14%
------------------------------------	-------

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](http://vanguard.com).

July 31, 2023, month-to-date statement



Trust account  
John M. Scott Health Care Trust

Vanguard Flagship Services®

### Account activity for Vanguard funds continued

#### Total Stock Mkt Idx Inst

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$0.00

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 6/30/2023		\$107.33		95,313.304	\$10,229,976.92
	<b>Ending balance on 7/31/2023</b>		<b>\$111.17</b>		<b>95,313.304</b>	<b>\$10,595,980.01</b>

#### Treasury Money Market

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$34.76

7-day SEC yield as of 07/31/2023*	5.14%
-----------------------------------	-------

\*Average annualized income dividend over the past 7 days. For updated information, visit [vanguard.com](https://vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 6/30/2023		\$1.00		8,059.390	\$8,059.39
07/31	Income dividend	\$34.76	1.00	34.760	8,094.150	
	<b>Ending balance on 7/31/2023</b>		<b>\$1.00</b>		<b>8,094.150</b>	<b>\$8,094.15</b>

For more cost basis information go to [investor.vanguard.com/taxes/cost-basis](https://investor.vanguard.com/taxes/cost-basis).





July 31, 2023, month-to-date statement



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August 31, 2023, month-to-date statement  
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Statement overview

\$14,766,030.74

Total value of all accounts as of August 31, 2023

Accounts	Value on 07/31/2023	Value on 08/31/2023
John M. Scott Health Care Trust		
Trust account	\$15,026,583.94	\$14,766,030.74

Asset mix



70.4%	Stocks	\$10,391,056.40
29.6%	Fixed Income	4,366,844.60
0.0%	Short-term reserves	8,129.74
0.0%	Other	0.00

\$14,766,030.74

Your asset mix percentages are based on your holdings as of the prior month-end.

Trust account  
John M. Scott Health Care Trust

Vanguard Flagship Services®

## Account overview

**\$14,766,030.74**

Total account value as of August 31, 2023

### Year-to-date income

Taxable income	\$164,689.58
Nontaxable income	0.00
<b>Total</b>	<b>\$164,689.58</b>

### Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit [vanguard.com/costbasis](https://vanguard.com/costbasis).

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 07/31/2023	Balance on 08/31/2023
VAIPX	Inflation-Protect Sec Adm		\$23.19	\$2,775,647.06	\$2,790,099.00	\$2,764,962.98
VWETX	Long-Term Invest-Gr Adm		9.54	1,971,127.68	1,632,410.78	1,601,881.62
VITSX	Total Stock Mkt Idx Inst		37.06	3,531,853.93	10,595,980.01	10,391,056.40
VUSXX	Treasury Money Market		-	-	8,094.15	8,129.74
					<b>\$15,026,583.94</b>	<b>\$14,766,030.74</b>

Trust account  
John M. Scott Health Care Trust

Vanguard Flagship Services®

### Account activity for Vanguard funds

#### Inflation-Protect Sec Adm

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$0.00
30-day SEC yield as of 08/31/2023*		2.21%

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](https://www.vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 7/31/2023		\$23.31		119,695.367	\$2,790,099.00
	<b>Ending balance on 8/31/2023</b>		<b>\$23.10</b>		<b>119,695.367</b>	<b>\$2,764,962.98</b>

#### Long-Term Invest-Gr Adm

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$6,524.29
30-day SEC yield as of 08/31/2023*		5.35%

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](https://www.vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 7/31/2023		\$7.93		205,852.558	\$1,632,410.78
08/31	Income dividend	\$6,524.29	7.75	841.844	206,694.402	
	<b>Ending balance on 8/31/2023</b>		<b>\$7.75</b>		<b>206,694.402</b>	<b>\$1,601,881.62</b>

Trust account  
John M. Scott Health Care Trust

Vanguard Flagship Services®

**Account activity for Vanguard funds** continued

Total Stock Mkt Idx Inst

Purchases	Withdrawals	Dividends				
\$0.00	\$0.00	\$0.00				
Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 7/31/2023		\$111.17		95,313.304	\$10,595,980.01
	<b>Ending balance on 8/31/2023</b>		<b>\$109.02</b>		<b>95,313.304</b>	<b>\$10,391,056.40</b>

Treasury Money Market

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$35.59
7-day SEC yield as of 08/31/2023*		5.20%
*Average annualized income dividend over the past 7 days. For updated information, visit vanguard.com.		

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 7/31/2023		\$1.00		8,094.150	\$8,094.15
08/31	Income dividend	\$35.59	1.00	35.590	8,129.740	
	<b>Ending balance on 8/31/2023</b>		<b>\$1.00</b>		<b>8,129.740</b>	<b>\$8,129.74</b>

For more cost basis information go to [investor.vanguard.com/taxes/cost-basis](https://investor.vanguard.com/taxes/cost-basis).

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September 30, 2023, month-to-date statement  
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**Vanguard Flagship Services®**





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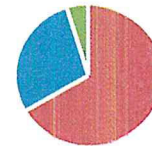
## Statement overview

**\$14,126,953.68**

Total value of all accounts as of September 30, 2023

Accounts	Value on 08/31/2023	Value on 09/30/2023
John M. Scott Health Care Trust		
<b>Trust account</b>	<b>\$14,766,030.74</b>	<b>\$14,126,953.68</b>

## Asset mix



	Value on 09/30/2023
70.0% Stocks	\$9,893,451.84
29.9% Fixed Income	4,225,337.34
0.1% Short-term reserves	8,164.50
0.0% Other	0.00
	<b>\$14,126,953.68</b>

Your asset mix percentages are based on your holdings as of the prior month-end.



Trust account  
John M. Scott Health Care Trust

**Vanguard Flagship Services®**

Flagship Services: 800-345-1344

## Account overview

**\$14,126,953.68**

Total account value as of September 30, 2023

### Year-to-date income

Taxable income	\$236,410.68
Nontaxable income	0.00
<b>Total</b>	<b>\$236,410.68</b>

### Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit [vanguard.com/costbasis](http://vanguard.com/costbasis).

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 08/31/2023	Balance on 09/30/2023
VAIPX	Inflation-Protect Sec Adm		\$23.18	\$2,803,751.53	\$2,764,962.98	\$2,714,068.50
VWETX	Long-Term Invest-Gr Adm		9.53	1,977,661.27	1,601,881.62	1,511,268.84
VITSX	Total Stock Mkt Idx Inst		37.31	3,568,902.21	10,391,056.40	9,893,451.84
VUSXX	Treasury Money Market		-	-	8,129.74	8,164.50
					<b>\$14,766,030.74</b>	<b>\$14,126,953.68</b>



## Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

## Account activity for Vanguard funds

## Inflation-Protect Sec Adm [REDACTED]

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$28,104.47

30-day SEC yield as of 09/30/2023\* 2.33%

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](http://vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 8/31/2023		\$23.10		119,695.367	\$2,764,962.98
09/29	Income dividend .2348	\$28,104.47	22.44	1,252.427	120,947.794	
	<b>Ending balance on 9/30/2023</b>		<b>\$22.44</b>		<b>120,947.794</b>	<b>\$2,714,068.50</b>

## Long-Term Invest-Gr Adm [REDACTED]

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$6,533.59

30-day SEC yield as of 09/29/2023\* 5.70%

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](http://vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 8/31/2023		\$7.75		206,694.402	\$1,601,881.62
09/29	Income dividend	\$6,533.59	7.28	897.471	207,591.873	
	<b>Ending balance on 9/30/2023</b>		<b>\$7.28</b>		<b>207,591.873</b>	<b>\$1,511,268.84</b>





Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

**Account activity for Vanguard funds** continued**Total Stock Mkt Idx Inst**

Purchases	Withdrawals	Dividends				
\$0.00	\$0.00	\$37,048.28				
Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 8/31/2023		\$109.02		95,313.304	\$10,391,056.40
09/20	Income dividend .3887	\$37,048.28	105.99	349.545	95,662.849	
	<b>Ending balance on 9/30/2023</b>		<b>\$103.42</b>		<b>95,662.849</b>	<b>\$9,893,451.84</b>

**Treasury Money Market**

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$34.76
7-day SEC yield as of 09/29/2023*		5.24%
*Average annualized income dividend over the past 7 days. For updated information, visit vanguard.com.		

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 8/31/2023		\$1.00		8,129.740	\$8,129.74
09/29	Income dividend	\$34.76	1.00	34.760	8,164.500	
	Ending balance on 9/30/2023		\$1.00		8,164.500	\$8,164.50

For more cost basis information go to [investor.vanguard.com/taxes/cost-basis](https://investor.vanguard.com/taxes/cost-basis).



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October 31, 2023, month-to-date statement  
View your statements online at [vanguard.com](https://vanguard.com).

**Vanguard Flagship Services®**





Statement overview

\$13,784,386.84

Total value of all accounts as of October 31, 2023

Accounts	Value on 09/30/2023	Value on 10/31/2023
John M. Scott Health Care Trust		
Trust account	\$14,126,953.68	\$13,784,386.84

Asset mix



69.9%	Stocks	\$9,634,205.52
30.0%	Fixed Income	4,141,980.25
0.1%	Short-term reserves	8,201.07
0.0%	Other	0.00

\$13,784,386.84

Your asset mix percentages are based on your holdings as of the prior month-end.

Trust account  
John M. Scott Health Care Trust

**Vanguard Flagship Services®**  
Flagship Services: 800-345-1344

## Account overview

**\$13,784,386.84**

Total account value as of October 31, 2023

### Year-to-date income

Taxable income	\$243,023.05
Nontaxable income	0.00
<b>Total</b>	<b>\$243,023.05</b>

### Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit [vanguard.com/costbasis](https://vanguard.com/costbasis).

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 09/30/2023	Balance on 10/31/2023
VAIPX	Inflation-Protect Sec Adm		\$23.18	\$2,803,751.53	\$2,714,068.50	\$2,694,716.85
VWETX	Long-Term Invest-Gr Adm		9.51	1,984,237.07	1,511,268.84	1,447,263.40
VITSX	Total Stock Mkt Idx Inst		37.31	3,568,902.21	9,893,451.84	9,634,205.52
VUSXX	Treasury Money Market		-	-	8,164.50	8,201.07
					<b>\$14,126,953.68</b>	<b>\$13,784,386.84</b>



Trust account  
John M. Scott Health Care Trust

Vanguard Flagship Services®

### Account activity for Vanguard funds

#### Inflation-Protect Sec Adm

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$0.00
30-day SEC yield as of 10/31/2023*		2.60%

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](https://www.vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 9/30/2023		\$22.44		120,947.794	\$2,714,068.50
	<b>Ending balance on 10/31/2023</b>		<b>\$22.28</b>		<b>120,947.794</b>	<b>\$2,694,716.85</b>

#### Long-Term Invest-Gr Adm

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$6,575.80
30-day SEC yield as of 10/31/2023*		6.09%

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](https://www.vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 9/30/2023		\$7.28		207,591.873	\$1,511,268.84
10/31	Income dividend	\$6,575.80	6.94	947.522	208,539.395	
	<b>Ending balance on 10/31/2023</b>		<b>\$6.94</b>		<b>208,539.395</b>	<b>\$1,447,263.40</b>

Trust account  
John M. Scott Health Care Trust

Vanguard Flagship Services®

Account activity for Vanguard funds continued

Total Stock Mkt Idx Inst

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$0.00

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 9/30/2023		\$103.42		95,662.849	\$9,893,451.84
	<b>Ending balance on 10/31/2023</b>		<b>\$100.71</b>		<b>95,662.849</b>	<b>\$9,634,205.52</b>

Treasury Money Market

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$36.57
7-day SEC yield as of 10/31/2023*		5.32%

\*Average annualized income dividend over the past 7 days. For updated information, visit [vanguard.com](https://www.vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 9/30/2023		\$1.00		8,164.500	\$8,164.50
10/31	Income dividend	\$36.57	1.00	36.570	8,201.070	
	<b>Ending balance on 10/31/2023</b>		<b>\$1.00</b>		<b>8,201.070</b>	<b>\$8,201.07</b>

For more cost basis information go to [investor.vanguard.com/taxes/cost-basis](https://investor.vanguard.com/taxes/cost-basis).

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November 30, 2023, month-to-date statement  
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**Vanguard Flagship Services®**



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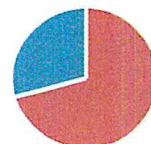
## Statement overview

**\$14,908,495.98**

Total value of all accounts as of November 30, 2023

Accounts	Value on 10/31/2023	Value on 11/30/2023
John M. Scott Health Care Trust		
<b>Trust account</b>	<b>\$13,784,386.84</b>	<b>\$14,908,495.98</b>

## Asset mix



	Value on 11/30/2023
70.7% Stocks	\$10,537,262.82
29.3% Fixed Income	4,362,996.14
0.0% Short-term reserves	8,237.02
0.0% Other	0.00
	<b>\$14,908,495.98</b>

Your asset mix percentages are based on your holdings as of the prior month-end.



## Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

## Account overview

**\$14,908,495.98**

Total account value as of November 30, 2023

## Year-to-date income

Taxable income	\$249,699.42
Nontaxable income	0.00
<b>Total</b>	<b>\$249,699.42</b>

## Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit [vanguard.com/costbasis](http://vanguard.com/costbasis).

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 10/31/2023	Balance on 11/30/2023
VAIPX	Inflation-Protect Sec Adm		\$23.18	\$2,803,751.53	\$2,694,716.85	\$2,767,285.53
VWETX	Long-Term Invest-Gr Adm		9.51	1,990,877.49	1,447,263.40	1,595,710.61
VITSX	Total Stock Mkt Idx Inst		37.31	3,568,902.21	9,634,205.52	10,537,262.82
VUSXX	Treasury Money Market		-	-	8,201.07	8,237.02
					<b>\$13,784,386.84</b>	<b>\$14,908,495.98</b>



## Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

## Account activity for Vanguard funds

Inflation-Protect Sec Adm [REDACTED]

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$0.00
30-day SEC yield as of 11/30/2023*		2.43%

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](https://www.vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 10/31/2023		\$22.28		120,947.794	\$2,694,716.85
	<b>Ending balance on 11/30/2023</b>		<b>\$22.88</b>		<b>120,947.794</b>	<b>\$2,767,285.53</b>

Long-Term Invest-Gr Adm [REDACTED]

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$6,640.42
30-day SEC yield as of 11/30/2023*		5.46%

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](https://www.vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 10/31/2023		\$6.94		208,539.395	\$1,447,263.40
11/30	Income dividend	\$6,640.42	7.62	871.446	209,410.841	
	<b>Ending balance on 11/30/2023</b>		<b>\$7.62</b>		<b>209,410.841</b>	<b>\$1,595,710.61</b>





Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

## Account activity for Vanguard funds continued

## Total Stock Mkt Idx Inst

Purchases	Withdrawals	Dividends				
\$0.00	\$0.00	\$0.00				
Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 10/31/2023		\$100.71		95,662.849	\$9,634,205.52
	<b>Ending balance on 11/30/2023</b>		<b>\$110.15</b>		<b>95,662.849</b>	<b>\$10,537,262.82</b>

## Treasury Money Market

Purchases	Withdrawals	Dividends				
\$0.00	\$0.00	\$35.95				
7-day SEC yield as of 11/30/2023*		5.34%				

\*Average annualized income dividend over the past 7 days. For updated information, visit [vanguard.com](https://vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 10/31/2023		\$1.00		8,201.070	\$8,201.07
11/30	Income dividend	\$35.95	1.00	35.950	8,237.020	
	<b>Ending balance on 11/30/2023</b>		<b>\$1.00</b>		<b>8,237.020</b>	<b>\$8,237.02</b>

For more cost basis information go to [investor.vanguard.com/taxes/cost-basis](https://investor.vanguard.com/taxes/cost-basis).





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December 31, 2023, year-to-date statement  
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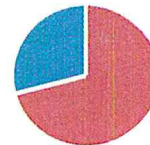
Statement overview

**\$15,654,704.16**

Total value of all accounts as of December 31, 2023

Accounts	Value on 12/31/2022	Value on 12/31/2023
John M. Scott Health Care Trust		
Trust account	\$13,771,299.43	\$15,654,704.16

Asset mix



70.9%	Stocks	\$11,097,429.89
29.1%	Fixed Income	4,549,000.04
0.0%	Short-term reserves	8,274.23
0.0%	Other	0.00
		<b>\$15,654,704.16</b>

Your asset mix percentages are based on your holdings as of the prior month-end.



## Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

## Account overview

**\$15,654,704.16**

Total account value as of December 31, 2023

## Year-to-date income

Taxable income	\$357,500.82
Nontaxable income	0.00
<b>Total</b>	<b>\$357,500.82</b>

## Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit [vanguard.com/costbasis](http://vanguard.com/costbasis).

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 12/31/2022	Balance on 12/31/2023
VAIPX	Inflation-Protect Sec Adm		\$23.18	\$2,858,153.85	\$2,734,986.54	\$2,839,782.80
VWETX	Long-Term Invest-Gr Adm		9.50	1,997,584.59	1,562,652.16	1,709,217.24
VITSX	Total Stock Mkt Idx Inst		37.63	3,615,556.98	9,465,784.51	11,097,429.89
VUSXX	Treasury Money Market		-	-	7,876.22	8,274.23
					<b>\$13,771,299.43</b>	<b>\$15,654,704.16</b>



## Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

## Account activity for Vanguard funds

## Inflation-Protect Sec Adm [REDACTED]

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$118,898.59
30-day SEC yield as of 12/31/2023*		2.18%
*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit <a href="http://vanguard.com">vanguard.com</a> .		

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2022		\$23.15		118,141.967	\$2,734,986.54
03/31	Income dividend .0758	\$8,955.16	23.89	374.850	118,516.817	
06/30	Income dividend .2315	27,436.64	23.28	1,178.550	119,695.367	
09/29	Income dividend .2348	28,104.47	22.44	1,252.427	120,947.794	
12/21	Income dividend .4498	54,402.32	23.05	2,360.187	123,307.981	
	Ending balance on 12/31/2023		\$23.03		123,307.981	\$2,839,782.80

## Long-Term Invest-Gr Adm [REDACTED]

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$77,380.62
30-day SEC yield as of 12/29/2023*		4.97%
*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit <a href="http://vanguard.com">vanguard.com</a> .		

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2022		\$7.80		200,340.021	\$1,562,652.16
01/31	Income dividend	\$6,162.45	8.32	740.679	201,080.700	

December 31, 2023, year-to-date statement

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Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

## Account activity for Vanguard funds continued

## Long-Term Invest-Gr Adm continued

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
02/28	Income dividend	6,228.47	7.87	791.419	201,872.119	
03/31	Income dividend	6,312.94	8.15	774.594	202,646.713	
04/28	Income dividend	6,333.73	8.20	772.406	203,419.119	
05/31	Income dividend	6,376.84	7.94	803.128	204,222.247	
06/30	Income dividend	6,471.32	8.00	808.915	205,031.162	
07/31	Income dividend	6,513.67	7.93	821.396	205,852.558	
08/31	Income dividend	6,524.29	7.75	841.844	206,694.402	
09/29	Income dividend	6,533.59	7.28	897.471	207,591.873	
10/31	Income dividend	6,575.80	6.94	947.522	208,539.395	
11/30	Income dividend	6,640.42	7.62	871.446	209,410.841	
12/29	Income dividend	6,707.10	8.13	824.982	210,235.823	
<b>Ending balance on 12/31/2023</b>			<b>\$8.13</b>		<b>210,235.823</b>	<b>\$1,709,217.24</b>

## Total Stock Mkt Idx Inst

Purchases	Withdrawals	Dividends
\$0.00	-\$704,824.56	\$160,823.60

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2022		\$93.12		101,651.466	\$9,465,784.51
03/22	Income dividend .3828	\$38,912.18	95.11	409.128	102,060.594	
05/02	Sell electronic bank transfer	-704,824.56	99.14	-7,109.386	94,951.208	



## Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

## Account activity for Vanguard funds continued

## Total Stock Mkt Idx Inst continued

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
06/22	Income dividend .4024	38,208.37	105.52	362.096	95,313.304	
09/20	Income dividend .3887	37,048.28	105.99	349.545	95,662.849	
12/20	Income dividend .4877	46,654.77	113.66	410.477	96,073.326	
Ending balance on 12/31/2023			\$115.51		96,073.326	\$11,097,429.89

## Treasury Money Market

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$398.01
7-day SEC yield as of 12/29/2023*		5.32%

\*Average annualized income dividend over the past 7 days. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2022		\$1.00		7,876.220	\$7,876.22
01/31	Income dividend	\$28.00	1.00	28.000	7,904.220	
02/28	Income dividend	27.11	1.00	27.110	7,931.330	
03/31	Income dividend	31.05	1.00	31.050	7,962.380	
04/28	Income dividend	30.53	1.00	30.530	7,992.910	
05/31	Income dividend	33.11	1.00	33.110	8,026.020	
06/30	Income dividend	33.37	1.00	33.370	8,059.390	
07/31	Income dividend	34.76	1.00	34.760	8,094.150	
08/31	Income dividend	35.59	1.00	35.590	8,129.740	

December 31, 2023, year-to-date statement



Trust account  
John M. Scott Health Care Trust

Vanguard Flagship Services®

**Account activity for Vanguard funds** continued

**Treasury Money Market** continued

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
09/29	Income dividend	34.76	1.00	34.760	8,164.500	
10/31	Income dividend	36.57	1.00	36.570	8,201.070	
11/30	Income dividend	35.95	1.00	35.950	8,237.020	
12/29	Income dividend	37.21	1.00	37.210	8,274.230	
<b>Ending balance on 12/31/2023</b>			<b>\$1.00</b>		<b>8,274.230</b>	<b>\$8,274.23</b>

For more cost basis information go to [investor.vanguard.com/taxes/cost-basis](https://investor.vanguard.com/taxes/cost-basis).





## Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®  
[REDACTED]

## Realized gains and losses

You can get cost basis information for both realized and unrealized gains and losses for your Vanguard account at [vanguard.com](https://vanguard.com).

Some or all of this information may be reported to the IRS on Form 1099-B Proceeds from Broker and Barter Exchange Transactions. Vanguard provides cost basis information using the average cost method for mutual funds and first in, first out for other holdings, unless you've selected another method. You may want to consult a tax advisor to determine the appropriate method for you. Certain adjustments may change the basis we're currently reporting to you. In that event, we'll send you revised realized gain and loss information. A dash indicates the information on our system was incomplete at the time this document was generated. See IRS Publication 550 (Investment Income and Expenses) for additional information.

## Vanguard funds

Total Stock Mkt Idx Inst [REDACTED]

Term	Date sold	Quantity	Proceeds	Total cost	Gain/Loss	Disallowed loss	Total gain/ Allowable loss
Short-term	05/02	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	05/02	7,109.386	704,824.56	195,487.39	509,337.17	0.00	509,337.17



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January 31, 2024, month-to-date statement  
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Vanguard Flagship Services®





Vanguard Flagship Services®



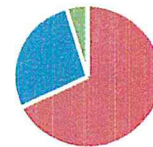
Statement overview

\$15,773,060.52

Total value of all accounts as of January 31, 2024

Accounts	Value on 12/31/2023	Value on 01/31/2024
John M. Scott Health Care Trust		
Trust account	\$15,654,704.16	\$15,773,060.52

Asset mix



	Value on 01/31/2024
71.1% Stocks	\$11,221,364.48
28.8% Fixed Income	4,543,384.57
0.1% Short-term reserves	8,311.47
0.0% Other	0.00
	\$15,773,060.52

Your asset mix percentages are based on your holdings as of the prior month-end.



Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

## Account overview

**\$15,773,060.52**

Total account value as of January 31, 2024

## Year-to-date income

Taxable income	\$6,813.79
Nontaxable income	0.00
<b>Total</b>	<b>\$6,813.79</b>

## Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit [vanguard.com/costbasis](https://vanguard.com/costbasis).

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 12/31/2023	Balance on 01/31/2024
VAIPX	Inflation-Protect Sec Adm		\$23.18	\$2,858,153.85	\$2,839,782.80	\$2,848,414.36
VWETX	Long-Term Invest-Gr Adm		9.50	2,004,361.14	1,709,217.24	1,694,970.21
VITSX	Total Stock Mkt Idx Inst		37.63	3,615,556.98	11,097,429.89	11,221,364.48
VUSXX	Treasury Money Market		-	-	8,274.23	8,311.47
					<b>\$15,654,704.16</b>	<b>\$15,773,060.52</b>



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**Vanguard Flagship Services®**

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### Account activity for Vanguard funds

Inflation-Protect Sec Adm [REDACTED]

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$0.00
30-day SEC yield as of 01/31/2024*		2.10%

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](http://vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2023		\$23.03		123,307.981	\$2,839,782.80
	<b>Ending balance on 1/31/2024</b>		<b>\$23.10</b>		<b>123,307.981</b>	<b>\$2,848,414.36</b>

Long-Term Invest-Gr Adm [REDACTED]

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$6,776.55
30-day SEC yield as of 01/31/2024*		5.11%

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](http://vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2023		\$8.13		210,235.823	\$1,709,217.24
01/31	Income dividend	\$6,776.55	8.03	843.904	211,079.727	
	<b>Ending balance on 1/31/2024</b>		<b>\$8.03</b>		<b>211,079.727</b>	<b>\$1,694,970.21</b>





Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

**Account activity for Vanguard funds** continued

Total Stock Mkt Idx Inst [REDACTED]

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$0.00

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2023		\$115.51		96,073.326	\$11,097,429.89
	<b>Ending balance on 1/31/2024</b>		<b>\$116.80</b>		<b>96,073.326</b>	<b>\$11,221,364.48</b>

Treasury Money Market [REDACTED]

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$37.24

7-day SEC yield as of 01/31/2024*	5.30%
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\*Average annualized income dividend over the past 7 days. For updated information, visit [vanguard.com](https://www.vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2023		\$1.00		8,274.230	\$8,274.23
01/31	Income dividend	\$37.24	1.00	37.240	8,311.470	
	<b>Ending balance on 1/31/2024</b>		<b>\$1.00</b>		<b>8,311.470</b>	<b>\$8,311.47</b>

For more cost basis information go to [investor.vanguard.com/taxes/cost-basis](https://investor.vanguard.com/taxes/cost-basis).



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February 29, 2024, month-to-date statement  
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Vanguard Flagship Services®







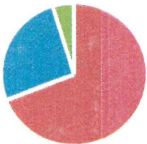
Statement overview

\$16,304,614.52

Total value of all accounts as of February 29, 2024

Accounts	Value on 01/31/2024	Value on 02/29/2024
John M. Scott Health Care Trust		
Trust account	\$15,773,060.52	\$16,304,614.52

Asset mix



72.5%	Stocks	\$11,827,587.16
27.4%	Fixed Income	4,468,680.97
0.1%	Short-term reserves	8,346.39
0.0%	Other	0.00
		\$16,304,614.52

Your asset mix percentages are based on your holdings as of the prior month-end.



Trust account  
John M. Scott Health Care Trust

Vanguard Flagship Services®



Account overview

\$16,304,614.52

Total account value as of February 29, 2024

Year-to-date income

Taxable income	\$13,631.24
Nontaxable income	0.00
<b>Total</b>	<b>\$13,631.24</b>

Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit [vanguard.com/costbasis](https://vanguard.com/costbasis).

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 01/31/2024	Balance on 02/29/2024
VAIPX	Inflation-Protect Sec Adm		\$23.18	\$2,858,153.85	\$2,848,414.36	\$2,817,587.37
VWETX	Long-Term Invest-Gr Adm		9.49	2,011,143.67	1,694,970.21	1,651,093.60
VITSX	Total Stock Mkt Idx Inst		37.63	3,615,556.98	11,221,364.48	11,827,587.16
VUSXX	Treasury Money Market		-	-	8,311.47	8,346.39
					\$15,773,060.52	\$16,304,614.52



Trust account  
John M. Scott Health Care Trust

Vanguard Flagship Services®  
[Redacted]

Account activity for Vanguard funds

Inflation-Protect Sec Adm [Redacted]

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$0.00
30-day SEC yield as of 02/29/2024*		2.07%

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](https://vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 1/31/2024		\$23.10		123,307.981	\$2,848,414.36
	<b>Ending balance on 2/29/2024</b>		<b>\$22.85</b>		<b>123,307.981</b>	<b>\$2,817,587.37</b>

Long-Term Invest-Gr Adm [Redacted]

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$6,782.53
30-day SEC yield as of 02/29/2024*		5.30%

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](https://vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 1/31/2024		\$8.03		211,079.727	\$1,694,970.21
02/29	Income dividend	\$6,782.53	7.79	870.671	211,950.398	
	<b>Ending balance on 2/29/2024</b>		<b>\$7.79</b>		<b>211,950.398</b>	<b>\$1,651,093.60</b>

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

**Account activity for Vanguard funds** continued

Total Stock Mkt Idx Inst [REDACTED]

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$0.00

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 1/31/2024		\$116.80		96,073.326	\$11,221,364.48
	<b>Ending balance on 2/29/2024</b>		<b>\$123.11</b>		<b>96,073.326</b>	<b>\$11,827,587.16</b>

Treasury Money Market [REDACTED]

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$34.92

7-day SEC yield as of 02/29/2024*	5.29%
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\*Average annualized income dividend over the past 7 days. For updated information, visit [vanguard.com](https://vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 1/31/2024		\$1.00		8,311.470	\$8,311.47
02/29	Income dividend	\$34.92	1.00	34.920	8,346.390	
	<b>Ending balance on 2/29/2024</b>		<b>\$1.00</b>		<b>8,346.390</b>	<b>\$8,346.39</b>

For more cost basis information go to [investor.vanguard.com/taxes/cost-basis](https://investor.vanguard.com/taxes/cost-basis).



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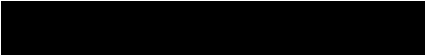
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March 31, 2024, month-to-date statement  
View your statements online at [vanguard.com](https://vanguard.com).

**Vanguard Flagship Services®**





Statement overview

\$16,732,555.67

Total value of all accounts as of March 31, 2024

Accounts	Value on 02/29/2024	Value on 03/31/2024
John M. Scott Health Care Trust		
Trust account	\$16,304,614.52	\$16,732,555.67

Asset mix



73.0%	Stocks	\$12,207,647.55
27.0%	Fixed Income	4,516,524.27
0.0%	Short-term reserves	8,383.85
0.0%	Other	0.00

\$16,732,555.67

Your asset mix percentages are based on your holdings as of the prior month-end.

Trust account  
John M. Scott Health Care Trust

Vanguard Flagship Services®  
Flagship Services: 800-345-1344

Account overview

\$16,732,555.67

Total account value as of March 31, 2024

Year-to-date income

Taxable income	\$67,222.89
Nontaxable income	0.00
<b>Total</b>	<b>\$67,222.89</b>

Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit [vanguard.com/costbasis](https://vanguard.com/costbasis).

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 02/29/2024	Balance on 03/31/2024
VAIPX	Inflation-Protect Sec Adm		\$23.18	\$2,862,260.01	\$2,817,587.37	\$2,835,257.41
VWETX	Long-Term Invest-Gr Adm		9.48	2,018,002.39	1,651,093.60	1,681,266.86
VITSX	Total Stock Mkt Idx Inst		37.94	3,658,146.29	11,827,587.16	12,207,647.55
VUSXX	Treasury Money Market		-	-	8,346.39	8,383.85
					<b>\$16,304,614.52</b>	<b>\$16,732,555.67</b>



Trust account  
John M. Scott Health Care Trust

Vanguard Flagship Services®

### Account activity for Vanguard funds

#### Inflation-Protect Sec Adm

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$4,106.16
30-day SEC yield as of 03/31/2024*		1.88%
*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit <a href="https://www.vanguard.com">vanguard.com</a> .		

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 2/29/2024		\$22.85		123,307.981	\$2,817,587.37
03/28	Income dividend .0333	\$4,106.16	22.96	178.840	123,486.821	
<b>Ending balance on 3/31/2024</b>			<b>\$22.96</b>		<b>123,486.821</b>	<b>\$2,835,257.41</b>

#### Long-Term Invest-Gr Adm

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$6,858.72
30-day SEC yield as of 03/28/2024*		5.22%
*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit <a href="https://www.vanguard.com">vanguard.com</a> .		

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 2/29/2024		\$7.79		211,950.398	\$1,651,093.60
03/28	Income dividend	\$6,858.72	7.90	868.192	212,818.590	
<b>Ending balance on 3/31/2024</b>			<b>\$7.90</b>		<b>212,818.590</b>	<b>\$1,681,266.86</b>

Trust account  
John M. Scott Health Care Trust

Vanguard Flagship Services®

Account activity for Vanguard funds continued

Total Stock Mkt Idx Inst

Purchases	Withdrawals	Dividends				
\$0.00	\$0.00	\$42,589.31				
Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 2/29/2024		\$123.11		96,073.326	\$11,827,587.16
03/22	Income dividend .4433	\$42,589.31	125.87	338.359	96,411.685	
Ending balance on 3/31/2024			\$126.62		96,411.685	\$12,207,647.55

Treasury Money Market

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$37.46
7-day SEC yield as of 03/28/2024*		5.29%
*Average annualized income dividend over the past 7 days. For updated information, visit vanguard.com.		

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 2/29/2024		\$1.00		8,346.390	\$8,346.39
03/28	Income dividend	\$37.46	1.00	37.460	8,383.850	
	Ending balance on 3/31/2024		\$1.00		8,383.850	\$8,383.85

For more cost basis information go to [investor.vanguard.com/taxes/cost-basis](https://investor.vanguard.com/taxes/cost-basis).

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April 30, 2024, month-to-date statement  
View your statements online at [vanguard.com](https://vanguard.com).


**Vanguard Flagship Services®**

[REDACTED]

Statement overview

**\$16,064,530.56**  
Total value of all accounts as of April 30, 2024

Accounts	Value on 03/31/2024	Value on 04/30/2024
John M. Scott Health Care Trust		
Trust account	\$16,732,555.67	\$16,064,530.56

Asset mix	Value on 04/30/2024
	
72.6% Stocks	\$11,668,706.24
27.3% Fixed Income	4,387,404.08
0.1% Short-term reserves	8,420.24
0.0% Other	0.00
	<b>\$16,064,530.56</b>

Your asset mix percentages are based on your holdings as of the prior month-end.

Trust account  
John M. Scott Health Care Trust

Vanguard Flagship Services®

Account overview

\$16,064,530.56

Total account value as of April 30, 2024

Year-to-date income

Taxable income	\$74,106.34
Nontaxable income	0.00
<b>Total</b>	<b>\$74,106.34</b>

Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit [vanguard.com/costbasis](https://vanguard.com/costbasis).

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 03/31/2024	Balance on 04/30/2024
VAIPX	Inflation-Protect Sec Adm		\$23.18	\$2,862,260.01	\$2,835,257.41	\$2,790,802.15
VWETX	Long-Term Invest-Gr Adm		9.47	2,024,849.45	1,681,266.86	1,596,601.93
VITSX	Total Stock Mkt Idx Inst		37.94	3,658,146.29	12,207,647.55	11,668,706.24
VUSXX	Treasury Money Market		-	-	8,383.85	8,420.24
					<b>\$16,732,555.67</b>	<b>\$16,064,530.56</b>

Trust account  
John M. Scott Health Care Trust

Vanguard Flagship Services®

### Account activity for Vanguard funds

Inflation-Protect Sec Adm

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$0.00
30-day SEC yield as of 04/30/2024*		2.12%

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](https://vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 3/31/2024		\$22.96		123,486.821	\$2,835,257.41
	<b>Ending balance on 4/30/2024</b>		<b>\$22.60</b>		<b>123,486.821</b>	<b>\$2,790,802.15</b>

Long-Term Invest-Gr Adm

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$6,847.06
30-day SEC yield as of 04/30/2024*		5.56%

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit [vanguard.com](https://vanguard.com).

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 3/31/2024		\$7.90		212,818.590	\$1,681,266.86
04/30	Income dividend	\$6,847.06	7.47	916.608	213,735.198	
	<b>Ending balance on 4/30/2024</b>		<b>\$7.47</b>		<b>213,735.198</b>	<b>\$1,596,601.93</b>

Trust account  
John M. Scott Health Care Trust

Vanguard Flagship Services®

Account activity for Vanguard funds continued

Total Stock Mkt Idx Inst

Purchases	Withdrawals	Dividends				
\$0.00	\$0.00	\$0.00				

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 3/31/2024		\$126.62		96,411.685	\$12,207,647.55
	<b>Ending balance on 4/30/2024</b>		<b>\$121.03</b>		<b>96,411.685</b>	<b>\$11,668,706.24</b>

Treasury Money Market

Purchases	Withdrawals	Dividends
\$0.00	\$0.00	\$36.39
7-day SEC yield as of 04/30/2024*		5.29%
*Average annualized income dividend over the past 7 days. For updated information, visit <a href="https://www.vanguard.com">vanguard.com</a> .		

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 3/31/2024		\$1.00		8,383.850	\$8,383.85
04/30	Income dividend	\$36.39	1.00	36.390	8,420.240	
	<b>Ending balance on 4/30/2024</b>		<b>\$1.00</b>		<b>8,420.240</b>	<b>\$8,420.24</b>

For more cost basis information go to [investor.vanguard.com/taxes/cost-basis](https://investor.vanguard.com/taxes/cost-basis).



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100 W University Ave  
Champaign IL 61820

60222433

CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON IL 61701-5217

Date 5/31/23  
Primary Account

Page 1

## CHECKING ACCOUNT SUMMARY & DETAIL

Go Green! Receive online eStatements instead of a monthly paper statement in the mail.

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	7
Account Number		Statement Dates	5/01/23 thru 5/31/23
Previous Balance	175,720.05	Days in the statement period	31
1 Deposits/Credits	704,824.56	Average Ledger	796,544.87
8 Checks/Debits	221,492.68	Average Collected	796,544.87
Service Charge	.00	Interest Earned	6.77
Interest Paid	6.77	Annual Percentage Yield Earned	0.01%
Ending Balance	659,058.70	2023 Interest Paid	12.81

	Total For This Period	Total Year-to-Date
Total Overdraft Paid Item Fees	\$ .00	\$ .00
Total Overdraft Return Item Fees	\$ .00	\$ .00

## DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
5/04	VGI-TTL IX IST INVESTMENT T RENNER D HALES	704,824.56
5/31	Interest Deposit	6.77

## CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
5/24	CITY OF BLOOMING COBEFTAP CITY OF BLOOMINGTON	10,155.00-

## CHECKS IN SERIAL NUMBER ORDER

DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
5/31	1166480	30,000.00	5/31	1166490	10,000.00
5/30	1166483*	25,000.00	5/31	1166492*	50,000.00
5/31	1166487*	28,128.00	5/26	1166493	25,932.68
5/30	1166489*	42,277.00			

\*Indicates break in check number sequence

## CHANGE OF ADDRESS FORM

Please notify us immediately of any address changes on your accounts..

Customer Name: \_\_\_\_\_

(Account Number)

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

(Street Address)

(Unit #)

(City)

(State)

(Zip Code)

(Telephone Number)

(Social Security Number)



Member FDIC

(Customer Signature)

Please return this form to the address listed below or bring it to our office

### THIS FORM WILL HELP YOU BALANCE YOUR CHECKBOOK

CHECKS or WITHDRAWALS  
OUTSTANDING  
Not Charged To Your Account

Check No.	\$
TOTAL	\$

ENDING BALANCE

\$ \_\_\_\_\_

Current Checkbook Balance

\$ \_\_\_\_\_

Shown On This Statement

ADD (+)

\$ \_\_\_\_\_

ADD (+)

Deposits, Loan Advances, Credit Memos, And

\$ \_\_\_\_\_

Interest Earned From This Statement

\$ \_\_\_\_\_

Other Automatic Deposits Not Shown On This

\$ \_\_\_\_\_

Statement

\$ \_\_\_\_\_

SUBTRACT (-)

Misc. Charges From This Statement

\$ \_\_\_\_\_

SUBTRACT (-)

\$ \_\_\_\_\_

Total of Checks Outstanding, Automatic Loan

\$ \_\_\_\_\_

NEW CHECKBOOK BALANCE

Payments, Automatic Savings Transfers, Service

\$ \_\_\_\_\_

Should Agree With BALANCE Line

\$ \_\_\_\_\_

Charges, Debit Memos And Other Automatic

\$ \_\_\_\_\_

Deductions Not Shown On This Statement

\$ \_\_\_\_\_

BALANCE

\$ \_\_\_\_\_

### IMPORTANT INFORMATION

#### In Case of General Statement Errors

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any errors, unauthorized signatures, or alterations, you must promptly notify us of the relevant facts. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

### IMPORTANT INFORMATION FOR CONSUMER ACCOUNTS

#### In Case of Errors or Questions About Your Electronic Transactions

Telephone or write us at the number or address listed below if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the date and the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. To qualify for this recredit, we require a written notice of the problem or complaint within 10 business days of your telephone call to us.

#### In Case of Errors or Questions About Your Line of Credit or Home Equity Loan

If you think your bill is wrong, or if you need information about this loan or a transaction on this statement, please write to us at the address listed below. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, please give us the following information:

- (1) Your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) The date and the dollar amount of the suspected error.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

#### Balance Subject to Interest Rate for Line of Credit

Balance Subject to Interest Rate / Average Daily Balance - We figure the interest charge on your account by applying the periodic rate to the 'AVERAGE DAILY BALANCE' of your account (including current transactions). To get the 'AVERAGE DAILY BALANCE', we take the beginning balance of your account each day, add any new advances and subtract any payments or credits, also subtracting any unpaid finance charges. The automatic minimum payment amount is excluded when calculating the 'AVERAGE DAILY BALANCE' and 'INTEREST CHARGE'. If the account does not have sufficient funds to cover payment and another advance is made to cover minimum payment, this is also excluded from figuring the 'AVERAGE DAILY BALANCE' but is reflected in the beginning balance of the next statement cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the 'AVERAGE DAILY BALANCE'. Written notification of any errors must be given to preserve your rights under the Truth in Lending Act. At any time the debtor may pay the aggregate balance or any portion of his/her indebtedness.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

#### Telephone Number and Address to Be Notified in the Event of Errors

Call us at 800.672.8739 or write to us at Busey Bank, Attention: Customer Care Center, P.O. Box 4028, Champaign, IL 61824. You should also call us at this phone number or write to us at this address if you believe a transfer has been made using the information from your check without your permission.



100 W University Ave  
Champaign IL 61820

Date 5/31/23  
Primary Account

Page 2

PUBLIC BUSINESS ANALYSIS INT

(Continued)

DAILY BALANCE SECTION					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
5/01	175,720.05	5/24	870,389.61	5/30	777,179.93
5/04	880,544.61	5/26	844,456.93	5/31	659,058.70

Primary Account: [REDACTED]

**Bloomington ILLINOIS**

J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

BUSBY BANK  
2101 Veterans Parkway  
Bloomington, IL 61704  
7528  
711

Vendor Number: 571  
Check Date: 05/22/2023  
Check Number: 01166480  
VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*Thirty Thousand Dollars and 00 Cents\*\*\*

To The Order Of: BLOOMINGTON NORMAL YMCA  
202 ST JOSEPH DRIVE  
BLOOMINGTON, IL 61701-6199

MP [Signature] MP [Signature]  
Finance Director

#0166480#

Check 1166480 Amount \$30,000.00 Date 5/31/2023

**Bloomington ILLINOIS**

J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

BUSBY BANK  
2101 Veterans Parkway  
Bloomington, IL 61704  
7528  
711

Vendor Number: 4676  
Check Date: 05/22/2023  
Check Number: 01166483  
VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*Twenty-five Thousand Dollars and 00 Cents\*\*\*

To The Order Of: INTEGRITY COUNSELING INC  
502 SOUTH MORRIS AVENUE  
SUITE D  
BLOOMINGTON, IL 61701

MP [Signature] MP [Signature]  
Finance Director

#0166483#

Check 1166483 Amount \$25,000.00 Date 5/30/2023

**Bloomington ILLINOIS**

J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

BUSBY BANK  
2101 Veterans Parkway  
Bloomington, IL 61704  
7528  
711

Vendor Number: 5690  
Check Date: 05/22/2023  
Check Number: 01166487  
VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*Twenty-eight Thousand One Hundred Twenty-eight Dollars and 00 Cents\*\*\*

To The Order Of: MILESTONES EARLY LEARNING CENTER &  
PRESCHOOL  
1207 SIX POINTS ROAD  
BLOOMINGTON, IL 61701

MP [Signature] MP [Signature]  
Finance Director

#0166487#

Check 1166487 Amount \$28,128.00 Date 5/31/2023

**Bloomington ILLINOIS**

J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

BUSBY BANK  
2101 Veterans Parkway  
Bloomington, IL 61704  
7528  
711

Vendor Number: 325  
Check Date: 05/22/2023  
Check Number: 01166489  
VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*Forty-two Thousand Two Hundred Seventy-seven Dollars and 00 Cents\*\*\*

To The Order Of: PROJECT OZ  
1105 WEST FRONT STREET  
BLOOMINGTON, IL 61701-4853

MP [Signature] MP [Signature]  
Finance Director

#0166489#

Check 1166489 Amount \$42,277.00 Date 5/30/2023

**Bloomington ILLINOIS**

J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

BUSBY BANK  
2101 Veterans Parkway  
Bloomington, IL 61704  
7528  
711

Vendor Number: 4675  
Check Date: 05/22/2023  
Check Number: 01166490  
VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*Ten Thousand Dollars and 00 Cents\*\*\*

To The Order Of: PROMISE COUNCIL  
PROMISE COUNCIL OF MCLEAN COUNTY  
1701 EAST EMPIRE STREET  
SUITE 300 - #200  
BLOOMINGTON, IL 61704

MP [Signature] MP [Signature]  
Finance Director

#0166490#

Check 1166490 Amount \$10,000.00 Date 5/31/2023

**Bloomington ILLINOIS**

J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

BUSBY BANK  
2101 Veterans Parkway  
Bloomington, IL 61704  
7528  
711

Vendor Number: 635  
Check Date: 05/22/2023  
Check Number: 01166492  
VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*Fifty Thousand Dollars and 00 Cents\*\*\*

To The Order Of: YOUTHBUILD MCLEAN COUNTY  
300 WYLLIE DR  
SUITE 305  
NORMAL, IL 61761

MP [Signature] MP [Signature]  
Finance Director

#0166492#

Check 1166492 Amount \$50,000.00 Date 5/31/2023

**Bloomington ILLINOIS**

J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

BUSBY BANK  
2101 Veterans Parkway  
Bloomington, IL 61704  
7528  
711

Vendor Number: 672  
Check Date: 05/22/2023  
Check Number: 01166493  
VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*Twenty-five Thousand Nine Hundred Thirty-two Dollars and 68 Cents\*\*\*

To The Order Of: YWCA MCLEAN COUNTY  
1201 HERSHEY ROAD  
NORMAL, IL 61704-3619

MP [Signature] MP [Signature]  
Finance Director

#0166493#

Check 1166493 Amount \$25,932.68 Date 5/26/2023



100 W University Ave  
Champaign IL 61820

61497838

CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON IL 61701-5217

Date: 6/30/2023 Page: 1 of 2

Primary Account: [REDACTED]

## CHECKING ACCOUNT SUMMARY & DETAIL

Go Green! Receive online eStatements instead of a monthly paper statement in the mail.

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	9
Account Number	[REDACTED]	Statement Dates	6/01/23 thru 7/02/23
Previous Balance	659,058.70	Days in the statement period	32
Deposits/Credits	.00	Average Ledger	244,062.45
9 Checks/Debits	485,872.00	Average Collected	244,062.45
Service Charge	.00	Interest Earned	2.14
Interest Paid	2.05	Annual Percentage Yield Earned	0.01%
Ending Balance	173,188.75	2023 Interest Paid	14.86

	Total For This Period	Total Year-to-Date
Total Overdraft Paid Item Fees	\$ .00	\$ .00
Total Overdraft Return Item Fees	\$ .00	\$ .00

## DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
6/30	Interest Deposit	2.05

## CHECKS IN SERIAL NUMBER ORDER

DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
6/02	1166481	169,000.00	6/09	1166488*	35,253.00
6/01	1166482	25,000.00	6/12	1166491*	37,000.00
6/06	1166484*	10,000.00	6/20	1166827*	30,000.00
6/01	1166485	44,619.00	6/30	1167086*	10,000.00
6/06	1166486	125,000.00			

\*Indicates break in check number sequence

## DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
6/01	589,439.70	6/09	250,186.70	6/30	173,188.75
6/02	420,439.70	6/12	213,186.70		
6/06	285,439.70	6/20	183,186.70		



Primary Account: [REDACTED]

**CITY OF BLOOMINGTON ILLINOIS**  
J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

**BUSBY BANK**  
210 Veterans Parkway  
Bloomington, IL 61704  
7528  
711

Vendor Number: 720  
Check Date: 05/22/2023  
Check Number: 01166481  
VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*One Hundred Sixty-nine Thousand Dollars and 00 Cents\*\*\*

To The Order Of: COMMUNITY HEALTH CARE CLINIC  
500 NORTH FRANKLIN  
NORMAL, IL 61761-3510

*Melissa T. Jandani* MP  
Francis Director

#01166481#

Check 1166481 Amount \$169,000.00 Date 6/2/2023

**CITY OF BLOOMINGTON ILLINOIS**  
J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

**BUSBY BANK**  
210 Veterans Parkway  
Bloomington, IL 61704  
7528  
711

Vendor Number: 4671  
Check Date: 05/22/2023  
Check Number: 01166482  
VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*Twenty-five Thousand Dollars and 00 Cents\*\*\*

To The Order Of: FAITH IN ACTION OF BLOOMINGTON NORMAL  
600 EAST WILLOW STREET  
SUITE 201  
NORMAL, IL 61761

*Melissa T. Jandani* MP  
Francis Director

#01166482#

Check 1166482 Amount \$25,000.00 Date 6/1/2023

**CITY OF BLOOMINGTON ILLINOIS**  
J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

**BUSBY BANK**  
210 Veterans Parkway  
Bloomington, IL 61704  
7528  
711

Vendor Number: 5689  
Check Date: 05/22/2023  
Check Number: 01166484  
VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*Ten Thousand Dollars and 00 Cents\*\*\*

To The Order Of: LIVING WELL UNITED  
209 WEST WASHINGTON  
LEROY, IL 61752

*Melissa T. Jandani* MP  
Francis Director

#01166484#

Check 1166484 Amount \$10,000.00 Date 6/6/2023

**CITY OF BLOOMINGTON ILLINOIS**  
J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

**BUSBY BANK**  
210 Veterans Parkway  
Bloomington, IL 61704  
7528  
711

Vendor Number: 2205  
Check Date: 05/22/2023  
Check Number: 01166485  
VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*Forty-four Thousand Six Hundred Nineteen Dollars and 00 Cents\*\*\*

To The Order Of: MARCFIRST  
1608 HUNT DRIVE  
NORMAL, IL 61761

*Melissa T. Jandani* MP  
Francis Director

#01166485#

Check 1166485 Amount \$44,619.00 Date 6/1/2023

**CITY OF BLOOMINGTON ILLINOIS**  
J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

**BUSBY BANK**  
210 Veterans Parkway  
Bloomington, IL 61704  
7528  
711

Vendor Number: 4491  
Check Date: 05/22/2023  
Check Number: 01166486  
VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*One Hundred Twenty-five Thousand Dollars and 00 Cents\*\*\*

To The Order Of: MCLEAN COUNTY CENTER FOR HUMAN  
SERVICES INC  
108 WEST MARKET STREET  
BLOOMINGTON, IL 61701-3818

*Melissa T. Jandani* MP  
Francis Director

#01166486#

Check 1166486 Amount \$125,000.00 Date 6/5/2023

**CITY OF BLOOMINGTON ILLINOIS**  
J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

**BUSBY BANK**  
210 Veterans Parkway  
Bloomington, IL 61704  
7528  
711

Vendor Number: 544  
Check Date: 05/22/2023  
Check Number: 01166488  
VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*Thirty-five Thousand Two Hundred Fifty-three Dollars and 00 Cents\*\*\*

To The Order Of: OSF HEALTHCARE SYSTEM  
ST. JOSEPH MEDICAL CENTER  
2205 E WASHINGTON  
BLOOMINGTON, IL 61701-4354

*Melissa T. Jandani* MP  
Francis Director

#01166488#

Check 1166488 Amount \$35,253.00 Date 6/9/2023

**CITY OF BLOOMINGTON ILLINOIS**  
J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

**BUSBY BANK**  
210 Veterans Parkway  
Bloomington, IL 61704  
7528  
711

Vendor Number: 4690  
Check Date: 05/22/2023  
Check Number: 01166491  
VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*Thirty-seven Thousand Dollars and 00 Cents\*\*\*

To The Order Of: THE CENTER FOR YOUTH & FAMILY  
SOLUTIONS INC  
502 SOUTH MORRIS AVENUE  
BLOOMINGTON, IL 61701

*Melissa T. Jandani* MP  
Francis Director

#01166491#

Check 1166491 Amount \$37,000.00 Date 6/12/2023

**CITY OF BLOOMINGTON ILLINOIS**  
J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

**BUSBY BANK**  
210 Veterans Parkway  
Bloomington, IL 61704  
7528  
711

Vendor Number: 2789  
Check Date: 06/12/2023  
Check Number: 01166827  
VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*Thirty Thousand Dollars and 00 Cents\*\*\*

To The Order Of: WEST BLOOMINGTON REVITALIZATION  
PROJECT  
724 WEST WASHINGTON STREET  
BLOOMINGTON, IL 61701

*Melissa T. Jandani* MP  
Francis Director

#01166827#

Check 1166827 Amount \$30,000.00 Date 6/20/2023

**CITY OF BLOOMINGTON ILLINOIS**  
J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

**BUSBY BANK**  
210 Veterans Parkway  
Bloomington, IL 61704  
7528  
711

Vendor Number: 6735  
Check Date: 06/26/2023  
Check Number: 01167086  
VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*Ten Thousand Dollars and 00 Cents\*\*\*

To The Order Of: ONE HOPE PROJECT  
2422 EAST WASHINGTON STREET  
SUITE 204  
BLOOMINGTON, IL 61704

*Melissa T. Jandani* MP  
Francis Director

#01167086#

Check 1167086 Amount \$10,000.00 Date 6/30/2023





100 W University Ave  
Champaign IL 61820

62691311

CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON IL 61701-5217

Date: 7/31/2023 Page: 1 of 2

Primary Account: [REDACTED]

## CHECKING ACCOUNT SUMMARY & DETAIL

View your statements as soon as they become available when you sign up for eStatements.

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	2
Account Number	[REDACTED]	Statement Dates	7/03/23 thru 7/31/23
Previous Balance	173,188.75	Days in the statement period	29
Deposits/Credits	.00	Average Ledger	157,238.81
3 Checks/Debits	20,127.41	Average Collected	157,238.81
Service Charge	.00	Interest Earned	1.25
Interest Paid	1.34	Annual Percentage Yield Earned	0.01%
Ending Balance	153,062.68	2023 Interest Paid	16.20

	Total For This Period	Total Year-to-Date
Total Overdraft Paid Item Fees	\$ .00	\$ .00
Total Overdraft Return Item Fees	\$ .00	\$ .00

## DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
7/31	Interest Deposit	1.34

## CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
7/12	Int Xfer TRF FROM JM SCOTT TO GENERAL ACCOUNT	127.41-

## CHECKS IN SERIAL NUMBER ORDER

DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
7/06	1166826	15,000.00	7/18	1167326*	5,000.00

\*Indicates break in check number sequence

## DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
7/03	173,188.75	7/12	158,061.34	7/31	153,062.68
7/06	158,188.75	7/18	153,061.34		

## CHANGE OF ADDRESS FORM

Please notify us immediately of any address changes on your accounts..

Customer Name: \_\_\_\_\_

(Account Number)

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

(Street Address)

(Unit #)

(City)

(State)

(Zip Code)

(Telephone Number)

(Social Security Number)



Member FDIC

(Customer Signature)

Please return this form to the address listed below or bring it to our office

### THIS FORM WILL HELP YOU BALANCE YOUR CHECKBOOK

CHECKS or WITHDRAWALS  
OUTSTANDING  
Not Charged To Your Account

Check No.	\$
TOTAL	\$

ENDING BALANCE

\$ \_\_\_\_\_

Current Checkbook Balance

\$ \_\_\_\_\_

Shown On This Statement

ADD (+)

\$ \_\_\_\_\_

ADD (+)

Deposits, Loan Advances, Credit Memos, And

\$ \_\_\_\_\_

Interest Earned From This Statement

\$ \_\_\_\_\_

Other Automatic Deposits Not Shown On This

\$ \_\_\_\_\_

Statement

\$ \_\_\_\_\_

SUBTRACT (-)

Misc. Charges From This Statement

\$ \_\_\_\_\_

SUBTRACT (-)

\$ \_\_\_\_\_

Total of Checks Outstanding, Automatic Loan

\$ \_\_\_\_\_

NEW CHECKBOOK BALANCE

Payments, Automatic Savings Transfers, Service

\$ \_\_\_\_\_

Should Agree With BALANCE Line

\$ \_\_\_\_\_

Charges, Debit Memos And Other Automatic

\$ \_\_\_\_\_

Deductions Not Shown On This Statement

\$ \_\_\_\_\_

BALANCE

\$ \_\_\_\_\_

### IMPORTANT INFORMATION

#### In Case of General Statement Errors

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any errors, unauthorized signatures, or alterations, you must promptly notify us of the relevant facts. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

### IMPORTANT INFORMATION FOR CONSUMER ACCOUNTS

#### In Case of Errors or Questions About Your Electronic Transactions

Telephone or write us at the number or address listed below if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the date and the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. To qualify for this recredit, we require a written notice of the problem or complaint within 10 business days of your telephone call to us.

#### In Case of Errors or Questions About Your Line of Credit or Home Equity Loan

If you think your bill is wrong, or if you need information about this loan or a transaction on this statement, please write to us at the address listed below. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, please give us the following information:

- (1) Your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) The date and the dollar amount of the suspected error.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

#### Balance Subject to Interest Rate for Line of Credit

Balance Subject to Interest Rate / Average Daily Balance - We figure the interest charge on your account by applying the periodic rate to the 'AVERAGE DAILY BALANCE' of your account (including current transactions). To get the 'AVERAGE DAILY BALANCE', we take the beginning balance of your account each day, add any new advances and subtract any payments or credits, also subtracting any unpaid finance charges. The automatic minimum payment amount is excluded when calculating the 'AVERAGE DAILY BALANCE' and 'INTEREST CHARGE'. If the account does not have sufficient funds to cover payment and another advance is made to cover minimum payment, this is also excluded from figuring the 'AVERAGE DAILY BALANCE' but is reflected in the beginning balance of the next statement cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the 'AVERAGE DAILY BALANCE'. Written notification of any errors must be given to preserve your rights under the Truth in Lending Act. At any time the debtor may pay the aggregate balance or any portion of his/her indebtedness.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

#### Telephone Number and Address to Be Notified in the Event of Errors

Call us at 800.672.8739 or write to us at Busey Bank, Attention: Customer Care Center, P.O. Box 4028, Champaign, IL 61824. You should also call us at this phone number or write to us at this address if you believe a transfer has been made using the information from your check without your permission.

Check 1166826 Amount \$15,000.00 Date 7/6/2023

Check 1167326 Amount \$5,000.00 Date 7/18/2023



100 W University Ave  
Champaign IL 61820

63989299

CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON IL 61701-5217

Date: 8/31/2023 Page: 1 of 1

Primary Account: [REDACTED]

## CHECKING ACCOUNT SUMMARY & DETAIL

View your statements as soon as they become available when you sign up for eStatements.

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates	8/01/23 thru 8/31/23
Previous Balance	153,062.68	Days in the statement period	31
Deposits/Credits	.00	Average Ledger	153,062.68
Checks/Debits	.00	Average Collected	153,062.68
Service Charge	.00	Interest Earned	1.30
Interest Paid	1.30	Annual Percentage Yield Earned	0.01%
Ending Balance	153,063.98	2023 Interest Paid	17.50

	Total For This Period	Total Year-to-Date
Total Overdraft Paid Item Fees	\$ .00	\$ .00
Total Overdraft Return Item Fees	\$ .00	\$ .00

## DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
8/31	Interest Deposit	1.30

## DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE
8/01	153,062.68	8/31	153,063.98





100 W University Ave  
Champaign IL 61820

65236842

CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON IL 61701-5217

Date: 9/29/2023 Page: 1 of 1

Primary Account: [REDACTED]

## CHECKING ACCOUNT SUMMARY & DETAIL

View your statements as soon as they become available when you sign up for eStatements.

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates	9/01/23 thru 10/01/23
Previous Balance	153,063.98	Days in the statement period	31
Deposits/Credits	.00	Average Ledger	151,986.15
2 Checks/Debits	3,341.25	Average Collected	151,986.15
Service Charge	.00	Interest Earned	1.29
Interest Paid	1.25	Annual Percentage Yield Earned	0.01%
Ending Balance	149,723.98	2023 Interest Paid	18.75

	Total For This Period	Total Year-to-Date
Total Overdraft Paid Item Fees	\$ .00	\$ .00
Total Overdraft Return Item Fees	\$ .00	\$ .00

## DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
9/30	Interest Deposit	1.25

## CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
9/22	Int Xfer TRF FROM JMS TO GENERAL ACCOUNT	1,327.50-
9/22	Int Xfer TRF FROM JMS TO GENERAL ACCOUNT	2,013.75-

## DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
9/01	153,063.98	9/22	149,722.73	9/30	149,723.98





100 W University Ave  
Champaign IL 61820

66476120

CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON IL 61701-5217

Date: 10/31/2023 Page: 1 of 1

Primary Account: [REDACTED]

## CHECKING ACCOUNT SUMMARY & DETAIL

View your statements securely whenever and wherever you want from your computer, tablet or mobile device when you sign up for eStatements.

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates	10/02/23 thru 10/31/23
Previous Balance	149,723.98	Days in the statement period	30
Deposits/Credits	.00	Average Ledger	149,723.98
Checks/Debits	.00	Average Collected	149,723.98
Service Charge	.00	Interest Earned	1.23
Interest Paid	1.27	Annual Percentage Yield Earned	0.01%
Ending Balance	149,725.25	2023 Interest Paid	20.02

	Total For This Period	Total Year-to-Date
Total Overdraft Paid Item Fees	\$ .00	\$ .00
Total Overdraft Return Item Fees	\$ .00	\$ .00

## DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
10/31	Interest Deposit	1.27

## DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE
10/02	149,723.98	10/31	149,725.25







100 W University Ave  
Champaign IL 61820

67694221

CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON IL 61701-5217

Date: 11/30/2023 Page: 1 of 1

Primary Account: [REDACTED]

## CHECKING ACCOUNT SUMMARY & DETAIL

View your statements securely whenever and wherever you want from your computer, tablet or mobile device when you sign up for eStatements.

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates	11/01/23 thru 11/30/23
Previous Balance	149,725.25	Days in the statement period	30
Deposits/Credits	.00	Average Ledger	149,725.25
Checks/Debits	.00	Average Collected	149,725.25
Service Charge	.00	Interest Earned	1.23
Interest Paid	1.23	Annual Percentage Yield Earned	0.01%
Ending Balance	149,726.48	2023 Interest Paid	21.25

	Total For This Period	Total Year-to-Date
Total Overdraft Paid Item Fees	\$ .00	\$ .00
Total Overdraft Return Item Fees	\$ .00	\$ .00

## DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
11/30	Interest Deposit	1.23

## DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE
11/01	149,725.25	11/30	149,726.48





100 W University Ave  
Champaign IL 61820

68914933  
CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON IL 61701-5217

Date: 12/29/2023 Page: 1 of 2

Primary Account: [REDACTED]

## CHECKING ACCOUNT SUMMARY & DETAIL

View your statements securely whenever and wherever you want from your computer, tablet or mobile device when you sign up for eStatements.

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	1
Account Number	[REDACTED]	Statement Dates	12/01/23 thru 12/31/23
Previous Balance	149,726.48	Days in the statement period	31
Deposits/Credits	.00	Average Ledger	148,653.01
2 Checks/Debits	11,092.50	Average Collected	148,653.01
Service Charge	.00	Interest Earned	1.27
Interest Paid	1.27	Annual Percentage Yield Earned	0.01%
Ending Balance	138,635.25	2023 Interest Paid	22.52

	Total For This Period	Total Year-to-Date
Total Overdraft Paid Item Fees	\$ .00	\$ .00
Total Overdraft Return Item Fees	\$ .00	\$ .00

## DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
12/31	Interest Deposit	1.27

## CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
12/29	Int Xfer TRF FROM JMS TO GENERAL ACCOUNT	8,842.50-

## CHECKS IN SERIAL NUMBER ORDER

DATE	CHECK NO	AMOUNT
12/29	1170426	2,250.00

\*Indicates break in check number sequence

## DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
12/01	149,726.48	12/29	138,633.98	12/31	138,635.25



Primary Account: [REDACTED]

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN. DO NOT CASH IF THE VOID VOID IS VISIBLE.

**Bloomington** ILLINOIS

J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

BUSEY BANK  
210 Veterans Parkway  
Bloomington, IL 61704  
2526  
711

Vendor Number: 4464  
Check Date: 12/21/2023  
Check Number: 01170426

VOID 180 DAYS FROM DATE OF ISSUE

**\$2,250.00**

Pay \*\*Two Thousand Two Hundred Fifty Dollars and 00 Cents\*\*\*\*

To The Order Of: BENEVATE INC  
NEIGHBORLY SOFTWARE  
3423 FREEMONT ROAD NE  
SUITE 420  
ATLANTA, GA 30305

*[Signature]* MPP  
*[Signature]* MPP  
Financial Director

⑈01170426⑈

Check 1170426 Amount \$2,250.00 Date 12/29/2023



100 W University Ave  
Champaign IL 61820

70201707

CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON IL 61701-5217

Date: 1/31/2024 Page: 1 of 2

Primary Account: [REDACTED]

## CHECKING ACCOUNT SUMMARY & DETAIL

View your statements securely whenever and wherever you want from your computer, tablet or mobile device when you sign up for eStatements.

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures		1
Account Number		Statement Dates		1/01/24 thru 1/31/24
Previous Balance	138,635.25	Days in the statement period		31
Deposits/Credits	.00	Average Ledger		138,520.99
1 Checks/Debits	154.00	Average Collected		138,520.99
Service Charge	.00	Interest Earned		1.17
Interest Paid	1.17	Annual Percentage Yield Earned		0.01%
Ending Balance	138,482.42	2024 Interest Paid		1.17

	Total For This Period	Total Year-to-Date
Total Overdraft Paid Item Fees	\$ .00	\$ .00
Total Overdraft Return Item Fees	\$ .00	\$ .00

## DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
1/31	Interest Deposit	1.17

## CHECKS IN SERIAL NUMBER ORDER

DATE	CHECK NO	AMOUNT
1/09	1170427	154.00

\*Indicates break in check number sequence

## DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
1/01	138,635.25	1/09	138,481.25	1/31	138,482.42







Primary Account: [REDACTED]

**Bloomington** ILLINOIS  
J.M. SCOTT ACCOUNT  
109 E OLIVE ST  
BLOOMINGTON, IL 61701  
(309) 434-2334 FAX (309) 434-2463

**BUSEY BANK**  
2101 Veterans Parkway  
Bloomington, IL 61704  
BUSEY

Vendor Number: 099010  
Check Date: 12/21/2023  
Check Number: 01170427

VOID 180 DAYS FROM DATE OF ISSUE

Pay \*\*One Hundred Fifty-four Dollars and 00 Cents\*\*\*\*  
\$154.00

To The Order Of: WILLIAM BESSLER  
EOD DEPARTMENT  
BLOOMINGTON, IL 61701

*William Bessler*  
MP

#01170427#

Check 1170427 Amount \$154.00 Date 1/9/2024



100 W University Ave  
Champaign IL 61820

71483732

CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON IL 61701-5217

Date: 2/29/2024 Page: 1 of 1

Primary Account: [REDACTED]

## CHECKING ACCOUNT SUMMARY & DETAIL

Busey Bank has recently conducted a review on pricing for various deposit and Treasury Management Services. You may see a change in your account fees. If you have any questions, please contact your Relationship Manager or Treasury Management Representative.

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates	2/01/24 thru 2/29/24
Previous Balance	138,482.42	Days in the statement period	29
Deposits/Credits	.00	Average Ledger	138,482.42
Checks/Debits	.00	Average Collected	138,482.42
Service Charge	.00	Interest Earned	1.10
Interest Paid	1.10	Annual Percentage Yield Earned	0.01%
Ending Balance	138,483.52	2024 Interest Paid	2.27

	Total For This Period	Total Year-to-Date
Total Overdraft Paid Item Fees	\$ .00	\$ .00
Total Overdraft Return Item Fees	\$ .00	\$ .00

## DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
2/29	Interest Deposit	1.10

## DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE
2/01	138,482.42	2/29	138,483.52





100 W University Ave  
Champaign IL 61820

72778005

CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON IL 61701-5217

Date: 3/29/2024 Page: 1 of 1

Primary Account: [REDACTED]

### CHECKING ACCOUNT SUMMARY & DETAIL

Busey is updating our disclosures. Changes, including updates to the fee schedule, will be effective 5.1.24. Please visit [busey.com/disclosures](https://busey.com/disclosures) for full details.

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates	3/01/24 thru 3/31/24
Previous Balance	138,483.52	Days in the statement period	31
Deposits/Credits	.00	Average Ledger	138,483.52
Checks/Debits	.00	Average Collected	138,483.52
Service Charge	.00	Interest Earned	1.17
Interest Paid	1.17	Annual Percentage Yield Earned	0.01%
Ending Balance	138,484.69	2024 Interest Paid	3.44

	Total For This Period	Total Year-to-Date
Total Overdraft Paid Item Fees	\$ .00	\$ .00
Total Overdraft Return Item Fees	\$ .00	\$ .00

### DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
3/31	Interest Deposit	1.17

### DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE
3/01	138,483.52	3/31	138,484.69



100 W University Ave  
Champaign IL 61820

74055183  
CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON IL 61701-5217

Date 4/30/24  
Primary Account

Page 1  
Date: 4/30/2024 Page: 1 of 3  
Primary Account: [REDACTED]

## CHECKING ACCOUNT SUMMARY & DETAIL

Busey is updating our disclosures. Changes, including updates to the fee schedule, will be effective 5.1.24.  
Please visit [busey.com/disclosures](https://busey.com/disclosures) for full details.

PUBLIC BUSINESS ANALYSIS INT	[REDACTED]	Number of Enclosures	1
Account Number	[REDACTED]	Statement Dates	4/01/24 thru 4/30/24
Previous Balance	138,484.69	Days in the statement period	30
1 Deposits/Credits	8,827.80	Average Ledger	139,425.72
6 Checks/Debits	11,981.25	Average Collected	139,425.72
Service Charge	.00	Interest Earned	1.14
Interest Paid	1.14	Annual Percentage Yield Earned	0.01%
Ending Balance	135,332.38	2024 Interest Paid	4.58

	Total For This Period	Total Year-to-Date
Total Overdraft Paid Item Fees	\$ .00	\$ .00
Total Overdraft Return Item Fees	\$ .00	\$ .00

## DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
4/03	Deposit/Credit RE:	8,827.80
4/30	Interest Deposit	1.14

## CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
4/09	Int Xfer TRF FROM JMS TO GENERAL ACCOUNT	911.25-
4/09	Int Xfer TRF FROM JMS TO GENERAL ACCOUNT	1,293.75-
4/09	Int Xfer TRF FROM JMS TO GENERAL ACCOUNT	1,811.25-
4/09	Int Xfer TRF FROM JMS TO GENERAL ACCOUNT	2,385.00-
4/09	Int Xfer TRF FROM JMS TO GENERAL ACCOUNT	2,790.00-
4/25	Int Xfer TRF FROM JMS TO GENERAL ACCOUNT	2,790.00-







100 W University Ave  
Champaign IL 61820

Date: 4/30/2024    Page: 2 of 3  
Primary Account: [REDACTED]

PUBLIC BUSINESS ANALYSIS INT [REDACTED] (Continued)

DAILY BALANCE SECTION					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
4/01	138,484.69	4/09	138,121.24	4/30	135,332.38
4/03	147,312.49	4/25	135,331.24		



Primary Account: [REDACTED]

DEPOSIT TICKET 75-557711  
CITY OF BLOOMINGTON  
JANET L. BLOOMINGTON  
BLOOMINGTON, IL 61701

Bussey  
2014 March 15  
Bloomington, IL 61701

DATE 4/1/24  
AMOUNT \$8,827.80  
CHECK NO. 10  
TOTAL \$8,827.80

DATE	DESCRIPTION	AMOUNT
4/1/24	DEPOSIT	\$8,827.80

10711025685 009 \$ 8827.80

Amount \$8,827.80 Date 4/3/2024

## CITY OF BLOOMINGTON, IL



## ACCOUNT TRIAL BALANCE FOR FY24/MAY TO APR

FUND 7210

ACCOUNT	ACCOUNT NAME	ORG	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
PER	JNL	SRC EFF DATE REFERENCE					
7210	00001						
JMS	Cash	7210	177,092.64				
1	695	APP 05/23/23 JM		.00	10,155.00	-10,155.00	
1	702	APP 05/23/23 JM		.00	657,209.68	-667,364.68	
1	1670	GEN 05/31/23	SYSTEM GENERATED DUE TO LINE	6.77	.00	-667,357.91	
1	1725	GEN 05/31/23	SYSTEM GENERATED DUE TO LINE	704,824.56	.00	37,466.65	
2	310	APP 06/13/23 JM		.00	45,000.00	-7,533.35	
2	819	APP 06/27/23 JM		.00	10,000.00	-17,533.35	
2	1188	GEN 06/30/23	SYSTEM GENERATED DUE TO LINE	2.05	.00	-17,531.30	
2	1290	APP 06/27/23 W5077		.00	127.41	-17,658.71	
3	114	APP 07/11/23 JM		.00	5,000.00	-22,658.71	
3	1135	GEN 07/31/23	SYSTEM GENERATED DUE TO LINE	1.34	.00	-22,657.37	
4	1386	GEN 08/31/23	SYSTEM GENERATED DUE TO LINE	1.30	.00	-22,656.07	
5	603	GEN 09/22/23	SYSTEM GENERATED DUE TO LINE	.00	3,341.25	-25,997.32	
5	979	GEN 09/30/23 D	SYSTEM GENERATED DUE TO LINE	1.25	.00	-25,996.07	
6	1044	GEN 10/31/23	SYSTEM GENERATED DUE TO LINE	1.27	.00	-25,994.80	
7	555	APP 11/16/23 SMM CK		.00	207.00	-26,201.80	
7	1146	GEN 11/30/23	SYSTEM GENERATED DUE TO LINE	1.23	.00	-26,200.57	
8	583	APP 12/20/23 SM VD		207.00	.00	-25,993.57	
8	738	APP 12/21/23 SM CHK		.00	2,404.00	-28,397.57	
8	1009	GEN 12/31/23	SYSTEM GENERATED DUE TO LINE	1.27	.00	-28,396.30	
8	1014	GEN 12/29/23	SYSTEM GENERATED DUE TO LINE	.00	8,842.50	-37,238.80	
9	1060	GEN 01/31/24	SYSTEM GENERATED DUE TO LINE	1.17	.00	-37,237.63	
10	1121	GEN 02/29/24	SYSTEM GENERATED DUE TO LINE	1.10	.00	-37,236.53	
11	1140	GEN 03/31/24	SYSTEM GENERATED DUE TO LINE	1.17	.00	-37,235.36	
12	62	CRP 04/02/24	CASH RECEIPTS JOURNAL	8,827.80	.00	-28,407.56	
12	256	GEN 04/09/24	SYSTEM GENERATED DUE TO LINE	.00	9,191.25	-37,598.81	
12	936	GEN 04/25/24	SYSTEM GENERATED DUE TO LINE	.00	2,790.00	-40,388.81	
12	1129	GEN 04/30/24	SYSTEM GENERATED DUE TO LINE	1.14	.00	-40,387.67	
7210-00001			177,092.64	713,880.42	754,268.09	-40,387.67	136,704.97
7210	15190						
JMS	Restricted - Other Invest	7210	14,758,691.63				
1	1636	GEN 05/31/23	MONTHLY TRUST ACTIVITY	.00	754,893.94	-754,893.94	
1	1725	GEN 05/31/23	Transfer due to sell	.00	704,824.56	-1,459,718.50	
1	1725	GEN 05/31/23	Correcting Entry	704,824.56	.00	-754,893.94	
2	1257	GEN 06/30/23	MONTHLY TRUST ACTIVITY	660,996.06	.00	-93,897.88	
3	1167	GEN 07/31/23	MONTHLY TRUST ACTIVITY	361,790.19	.00	267,892.31	
4	1463	GEN 08/31/23	MONTHLY TRUST ACTIVITY	.00	260,553.20	7,339.11	
5	1176	GEN 09/30/23	MONTHLY TRUST ACTIVITY	.00	639,077.06	-631,737.95	
6	1220	GEN 10/31/23	MONTHLY TRUST ACTIVITY	.00	342,566.84	-974,304.79	
7	1230	GEN 11/30/23	MONTHLY TRUST ACTIVITY	1,124,109.14	.00	149,804.35	
8	1171	GEN 12/31/23	MONTHLY TRUST ACTIVITY	746,208.18	.00	896,012.53	
9	1258	GEN 01/31/24	MONTHLY TRUST ACTIVITY	118,356.36	.00	1,014,368.89	
10	1188	GEN 02/29/24	MONTHLY TRUST ACTIVITY	531,554.00	.00	1,545,922.89	
11	1202	GEN 03/31/24	MONTHLY TRUST ACTIVITY	427,941.15	.00	1,973,864.04	
12	1393	GEN 04/30/24	MONTHLY TRUST ACTIVITY	.00	668,025.11	1,305,838.93	
7210-15190			14,758,691.63	4,675,779.64	3,369,940.71	1,305,838.93	16,064,530.56
7210	21105						
JMS	A/P - Check Processing	7210	.00				
1	317	API 05/08/23 B 3878		.00	667,364.68	-667,364.68	

## ACCOUNT TRIAL BALANCE FOR FY24/MAY TO APR

FUND 7210

ACCOUNT PER	ACCOUNT NAME JNL	SRC	EFF DATE	REFERENCE	ORG	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
1	695	APP	05/23/23	JM	AP CASH DISBURSEMENTS JOURNA	10,155.00	.00		-657,209.68	
1	702	APP	05/23/23	JM	AP CASH DISBURSEMENTS JOURNA	657,209.68	.00		.00	
1	851	API	05/30/23	B 4264		.00	45,000.00		-45,000.00	
2	310	APP	06/13/23	JM	AP CASH DISBURSEMENTS JOURNA	45,000.00	.00		.00	
2	612	API	06/12/23	B 4500		.00	10,000.00		-10,000.00	
2	819	APP	06/27/23	JM	AP CASH DISBURSEMENTS JOURNA	10,000.00	.00		.00	
2	1289	API	06/27/23	B 5077		.00	127.41		-127.41	
2	1290	APP	06/27/23	W5077	AP CASH DISBURSEMENTS JOURNA	127.41	.00		.00	
3	36	API	07/05/23	B 4849		.00	5,000.00		-5,000.00	
3	114	APP	07/11/23	JM	AP CASH DISBURSEMENTS JOURNA	5,000.00	.00		.00	
7	553	API	11/16/23	B 6969		.00	207.00		-207.00	
7	555	APP	11/16/23	SMM CK	AP CASH DISBURSEMENTS JOURNA	207.00	.00		.00	
8	484	API	12/14/23	B 7359		.00	2,250.00		-2,250.00	
8	583	APP	12/20/23	SM VD	AP CASH DISBURSEMENTS JOURNA	.00	207.00		-2,457.00	
8	585	APM	12/20/23	999019	CITY TRAVEL	53.00	.00		-2,404.00	
8	738	APP	12/21/23	SM CHK	AP CASH DISBURSEMENTS JOURNA	2,404.00	.00		.00	
	7210-21105					.00	730,156.09	730,156.09	.00	.00
7210	22100									
JMS	Due to General Fund				7210	.00				
12	1626 GEN 04/24/24				TRF FROM JMS TO GENERAL	.00	.00	2,992.50	-2,992.50	
	7210-22100					.00	.00	2,992.50	-2,992.50	-2,992.50
7210	31230									
JMS	Budget Fund B1 Res for Enc				7210	.00				
8	173 POE 12/31/23					.00	.00	2,250.00	-2,250.00	
8	484 POL 12/14/23 B 7359					2,250.00	.00		.00	
	7210-31230					.00	2,250.00	2,250.00	.00	.00
7210	31280									
JMS	Encumbrance Control Acct				7210	.00				
8	173 POE 12/31/23					2,250.00	.00	.00	2,250.00	
8	484 POL 12/14/23 B 7359					.00	2,250.00		.00	
	7210-31280					.00	2,250.00	2,250.00	.00	.00
7210	31300									
JMS	Appropriation Control Acct				7210	.00				
1	1759 BUC 05/01/23 2024 B					.00	.00	790,443.10	-790,443.10	
	7210-31300					.00	.00	790,443.10	-790,443.10	-790,443.10
7210	31310									
JMS	Estimated Revenues				7210	.00				
1	1759 BUC 05/01/23 2024 B					790,443.10	.00		790,443.10	
	7210-31310					.00	790,443.10	.00	790,443.10	790,443.10
7210	32100									
JMS	Fund Balance				7210	-9,533,633.27				
	7210-32100					-9,533,633.27	.00	.00	.00	-9,533,633.27
7210	32145									
JMS	Fund Balance - Corpus Res				7210	-5,402,151.00				

## ACCOUNT TRIAL BALANCE FOR FY24/MAY TO APR

FUND 7210

ACCOUNT		ORG		BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
ACCOUNT NAME	PER	JNL	SRC EFF DATE REFERENCE					
7210-32145				-5,402,151.00	.00	.00	.00	-5,402,151.00
72102100 56010								
JMS Interest Income				.00				
1 1636 GEN 05/31/23			72102100		.00	6,409.95	-6,409.95	
1 1670 GEN 05/31/23			MONTHLY TRUST ACTIVITY		.00	6.77	-6,416.72	
2 1188 GEN 06/30/23			INTEREST ON BUSEY ACCOUNT		.00	2.05	-6,418.77	
2 1257 GEN 06/30/23			MONTHLY TRUST ACTIVITY		.00	72,149.70	-78,568.47	
3 1135 GEN 07/31/23			INTEREST ON BUSEY ACCT		.00	1.34	-78,569.81	
3 1167 GEN 07/31/23			MONTHLY TRUST ACTIVITY		.00	6,548.43	-85,118.24	
4 1386 GEN 08/31/23			INTEREST ON BUSEY ACCT		.00	1.30	-85,119.54	
4 1463 GEN 08/31/23			MONTHLY TRUST ACTIVITY		.00	6,559.88	-91,679.42	
5 979 GEN 09/30/23			INTEREST ON BUSEY ACCT		.00	1.25	-91,680.67	
5 1176 GEN 09/30/23			MONTHLY TRUST ACTIVITY		.00	71,721.10	-163,401.77	
6 1044 GEN 10/31/23			INTEREST ON BUSEY ACCT		.00	1.27	-163,403.04	
6 1220 GEN 10/31/23			MONTHLY TRUST ACTIVITY		.00	6,612.37	-170,015.41	
7 1146 GEN 11/30/23			INTEREST ON BUSEY ACCT		.00	1.23	-170,016.64	
7 1230 GEN 11/30/23			MONTHLY TRUST ACTIVITY		.00	6,676.37	-176,693.01	
8 1009 GEN 12/31/23			INTEREST ON BUSEY ACCT		.00	1.27	-176,694.28	
8 1171 GEN 12/31/23			MONTHLY TRUST ACTIVITY		.00	107,801.40	-284,495.68	
9 1060 GEN 01/31/24			INTEREST ON BUSEY ACCT		.00	1.17	-284,496.85	
9 1258 GEN 01/31/24			MONTHLY TRUST ACTIVITY		.00	6,813.79	-291,310.64	
10 1121 GEN 02/29/24			INTEREST ON BUSEY ACCT		.00	1.10	-291,311.74	
10 1188 GEN 02/29/24			MONTHLY TRUST ACTIVITY		.00	6,817.45	-298,129.19	
11 1140 GEN 03/31/24			MARCH 2024 INTEREST ON BUSEY		.00	1.17	-298,130.36	
11 1202 GEN 03/31/24			MONTHLY TRUST ACTIVITY		.00	53,591.65	-351,722.01	
12 1129 GEN 04/30/24			INTEREST ON BUSEY ACCT		.00	1.14	-351,723.15	
12 1393 GEN 04/30/24			MONTHLY TRUST ACTIVITY		.00	6,883.45	-358,606.60	
72102100-56010				.00	.00	358,606.60	-358,606.60	-358,606.60
72102100 56110								
JMS Unrealized Gain/Loss				.00				
1 1636 GEN 05/31/23			72102100		761,303.89	.00	761,303.89	
1 1725 GEN 05/31/23			MONTHLY TRUST ACTIVITY		.00	704,824.56	56,479.33	
2 1257 GEN 06/30/23			Correcting Entry		.00	588,846.36	-532,367.03	
3 1167 GEN 07/31/23			MONTHLY TRUST ACTIVITY		.00	355,241.76	-887,608.79	
4 1463 GEN 08/31/23			MONTHLY TRUST ACTIVITY		267,113.08	.00	-620,495.71	
5 1176 GEN 09/30/23			MONTHLY TRUST ACTIVITY		710,798.16	.00	90,302.45	
6 1220 GEN 10/31/23			MONTHLY TRUST ACTIVITY		349,179.21	.00	439,481.66	
7 1230 GEN 11/30/23			MONTHLY TRUST ACTIVITY		.00	1,117,432.77	-677,951.11	
8 1171 GEN 12/31/23			MONTHLY TRUST ACTIVITY		.00	638,406.78	-1,316,357.89	
9 1258 GEN 01/31/24			MONTHLY TRUST ACTIVITY		.00	111,542.57	-1,427,900.46	
10 1188 GEN 02/29/24			MONTHLY TRUST ACTIVITY		.00	524,736.55	-1,952,637.01	
11 1202 GEN 03/31/24			MONTHLY TRUST ACTIVITY		.00	374,349.50	-2,326,986.51	
12 1393 GEN 04/30/24			MONTHLY TRUST ACTIVITY		674,908.56	.00	-1,652,077.95	
72102100-56110				.00	2,763,302.90	4,415,380.85	-1,652,077.95	-1,652,077.95
72102100 57990								
JMS Other Misc Revenue				.00				
12 62 CRP 04/02/24 11510			72102100		.00	8,827.80	-8,827.80	
			CASH RECEIPTS JOURNAL		.00	8,827.80	-8,827.80	-8,827.80
72102100-57990				.00	.00	8,827.80	-8,827.80	-8,827.80
72102100 70530								

## ACCOUNT TRIAL BALANCE FOR FY24/MAY TO APR

FUND 7210

ACCOUNT	ACCOUNT NAME	ORG	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
PER	JNL	SRC EFF DATE REFERENCE					
JMS	Repr/Mtnc Office & Comp Eq	72102100	.00				
2	1289 API 06/27/23	000714 377369	COMMERCE BANK	127.41	.00	127.41	
8	484 API 12/14/23	004464 389911	BENEVATE INC	2,250.00	.00	2,377.41	
	72102100-70530			.00	.00	2,377.41	2,377.41
JMS	Professional Development	72102100	.00				
7	553 API 11/16/23	999019 386709	CITY TRAVEL	207.00	.00	207.00	
8	585 APM 12/20/23	999019 386709	CITY TRAVEL	.00	53.00	154.00	
	72102100-70632			.00	53.00	154.00	154.00
JMS	Grants	72102100	.00				
1	317 API 05/08/23	000720 368999	COMMUNITY HEALT	125,000.00	.00	125,000.00	
1	317 API 05/08/23	004491 369016	MCLEAN COUNTY C	125,000.00	.00	250,000.00	
	72102100-79130			.00	.00	250,000.00	250,000.00
JMS	Grants	72102100	.00				
1	317 API 05/08/23	000325 369802	PROJECT OZ	42,277.00	.00	42,277.00	
1	317 API 05/08/23	000544 369767	OSF HEALTHCARE	15,000.00	.00	57,277.00	
1	317 API 05/08/23	000544 369801	OSF HEALTHCARE	20,253.00	.00	77,530.00	
1	317 API 05/08/23	000571 369805	BLM NRL YMCA	30,000.00	.00	107,530.00	
1	317 API 05/08/23	000635 369804	YOUTHBUILD MCL	50,000.00	.00	157,530.00	
1	317 API 05/08/23	000672 369806	YWCA	25,932.68	.00	183,462.68	
1	317 API 05/08/23	000720 369000	COMMUNITY HEALT	25,000.00	.00	208,462.68	
1	317 API 05/08/23	000720 369003	COMMUNITY HEALT	19,000.00	.00	227,462.68	
1	317 API 05/08/23	002205 369014	MARCFIRST	29,619.00	.00	257,081.68	
1	317 API 05/08/23	002205 369015	MARCFIRST	15,000.00	.00	272,081.68	
1	317 API 05/08/23	004490 369006	THE CENTER FOR	37,000.00	.00	309,081.68	
1	317 API 05/08/23	004671 369007	FAITH IN ACTION	25,000.00	.00	334,081.68	
1	317 API 05/08/23	004675 369803	PROMISE COUNCIL	10,000.00	.00	344,081.68	
1	317 API 05/08/23	004676 369012	INTEGRITY COUNS	25,000.00	.00	369,081.68	
1	317 API 05/08/23	004818 369011	GIRL SCOUTS OF	10,155.00	.00	379,236.68	
1	317 API 05/08/23	005689 369013	LIVING WELL UNI	10,000.00	.00	389,236.68	
1	317 API 05/08/23	005690 369277	MILESTONES EARL	28,128.00	.00	417,364.68	
1	851 API 05/30/23	000089 371066	MCL CO HEALTH	15,000.00	.00	432,364.68	
1	851 API 05/30/23	002759 371065	WEST BLOOMINGTO	30,000.00	.00	462,364.68	
	72102100-79130			.00	.00	462,364.68	462,364.68
JMS	Grants	72102100	.00				
2	612 API 06/12/23	005735 372585	ONE HOPE PROJEC	10,000.00	.00	10,000.00	
3	36 API 07/05/23	005754 375286	CRUISIN' OUTTA	5,000.00	.00	15,000.00	
	72102100-79130			.00	.00	15,000.00	15,000.00
JMS	To Code Enforcement	72102100	.00				
5	603 GEN 09/22/23	TRF FROM JMS TO GENERAL ACCT		3,341.25	.00	3,341.25	
8	1014 GEN 12/29/23	TRF FROM JMS TO GENERAL ACCT		1,440.00	.00	4,781.25	
8	1014 GEN 12/29/23	TRF FROM JMS TO GENERAL ACCT		2,745.00	.00	7,526.25	
8	1014 GEN 12/29/23	TRF FROM JMS TO GENERAL ACCT		2,340.00	.00	9,866.25	

FUND 7210

Report generated: 07/30/2024 12:18  
User: smcdaniel  
Program ID: glatrbal

## ACCOUNT TRIAL BALANCE FOR FY24/MAY TO APR

## REPORT OPTIONS

Print (D)etail or (S)ummary:	D
Fiscal year-to-date version:	N
Reporting year:	2024
Reporting from period:	01 MAY to 12 APR
Journal Detail from	05/01/2023 to 04/30/2024
(B)alance sheet or (A)ll accounts:	A
Roll up projects to object level:	N
Omit zero balance accounts:	Y
Sort by 6	
Print Org Code? (Y/N)	Y
Print Fund Header and Org/Obj	Y
Include page break between funds	N
Include page break between each	N
Print totals	N
Print report options	Y
Exclude fund balance YEC/AJE for prior years	N

Find Criteria	
Field Name	Field value
Fund	7210
Division	
Department	
Function	
Character Code	
Org	
Object	
Project	
Account type	
Account status	

\*\* END OF REPORT - Generated by Sheryl McDaniel \*\*

JOHN M. SCOTT HEALTH CARE TRUST  
FINANCIAL POLICIES AND PROCEDURES

I. FUNCTIONING OF THE FINANCE COMMITTEE

Individuals serving on the Finance Committee (hereinafter “Committee”) must be recommended by the John M. Scott Health Care Commission (hereinafter “Commission”) and approved by the Trustee. As a Subcommittee of the Commission, the Committee must be authorized to oversee and make investment decisions, select investment managers, allocate or reallocate funds among the various types of investment or managed funds for the Trust, subject to the review and approval of the Commission and the Trustee. The Committee shall keep records of all its meetings and actions, which will be appended to the Commission minutes for the information and approval of the Committee and the Commission. Marketable securities will be kept in a bank custodial account for safekeeping and for recording and implementation of all transactions.

Per the Commission by-laws, the City has appointed a Staff Administrator to serve as an administrative resource to the Commission. The Staff Administrator is responsible for fiscal management in the name of the Trust, the Trustee, and the Commission.

II. TRANSFERS TO THE CURRENT ACCOUNT:

A. ANNUAL BUDGET

Per Article VIII: Section 1 of the Commission by-laws, the Commission may request monies from the Trust in order to enable it to adequately carry out its responsibilities, provided such requests are in harmony with the provisions of the Trust itself. The Commission will submit an annual budget in writing to the Trustees for approval with the City of Bloomington’s (City) annual budget. This shall be no more than the total amount of interest earned and up to a maximum of 10% of the remaining interest earned above the initial deposit.

B. TRANSFER OF FUNDS

Once the annual budget is approved by the Trustee, the Commission may request a fund transfer in an amount not to exceed the approved annual budget. The request must be submitted jointly by the Commission Chair and Treasurer in writing to the Staff Administrator. The request should include direction as to the specific fund asset(s) from which to make the transfer. The Staff Administrator will forward the request to the City’s designated signatory on the Trust account. The designated signatory will provide a copy of the transfer request and documentation showing the funds deposited into the cash account to the Staff Administrator for distribution to the Commission.

C. INVOICE PAYMENT POLICY

All expenditure payments will be processed by the City’s Finance/Accounts Payable department. All existing City Accounts Payable policies and procedures will apply. The Staff Administrator will have the authority to approve any JM Scott related expenditure less than \$1,000; by signing the expenditure prior to submission to the City’s Finance department. Expenditures over \$1,000 will need to be reviewed and approved by the Commission. All expenditure payments will be processed by the City’s Finance/Accounts



## JOHN M. SCOTT HEALTH CARE TRUST FINANCIAL POLICIES AND PROCEDURES

Payable department. All existing City Accounts Payable policies and procedures will apply. The Staff Administrator will have the authority to approve any JM Scott related expenditures less than \$1,000; by signing the expenditure prior to submission to the City's Finance department. Expenditures over \$1,000 will need to be reviewed and approved by the Commission prior to payment, by an affirmative vote of the required number of members. Communication of this authorization to the City's Finance department will take the form of an email from the Staff Administrator, copying the Commission Chair, and referencing the approved expense and the date of the meeting. The Staff Administrator will also sign the expenditure.

### III. TEMPORARY INVESTMENTS

Each year the Trust will make an estimate of its short term needs for funds to cover seasonal fluctuations and enrollment fluctuations until such time as it can adjust its operating budgets. Consequently, it will not be necessary to encumber the management of the longer term investments with the possibility of short term needs. The portion of funds needed for this purpose is to be provided through liquid assets or other appropriate short term investment vehicles. As funds accumulate beyond short term needs, they will be designated for long term investment by the Director, in consultation with the Committee, and the Placement decision will be made by the Committee, a Subcommittee of the Commission and other appointed members.

### IV. PRIMARY INVESTMENT ASSETS

All assets under the supervision of the Committee will be placed with an FDIC bank custodian approved by the Trustee. The Committee will adopt a statement of investment policies which the Trustee must approve. The Committee may recommend to the Trustee an experienced investment manager and give the manager discretion to select specific investments in accordance with the statement of investment policies and parameters. The Committee may also select various mutual funds as investment media for the Trust.

The major portion of Trust funds will be invested in equities and securities of varying maturities with a high degree of marketability. Each segment of the portfolio will be reviewed periodically by the Committee and evaluated against performance measures appropriate to that fund, with emphasis on long-range objectives. The Committee will, in turn, provide a comprehensive report and evaluation of investments to the Commission and Trustee at least annually.

### V. OTHER INVESTMENTS

The Trust has some investment funds restricted as to use and the extent and disposition of these investments may appropriately influence investment decisions regarding unrestricted funds. Some investments obtained as gifts may be subject to constraints; others may involve annuity income payment obligations or unitrust agreements. Unitrust investments may be made in no-load mutual funds or placed under individual management. Except for the special arrangements involved, the objectives for these investments and performance criteria will be similar to those adopted by the Trustee for the Trust itself.

JOHN M. SCOTT HEALTH CARE TRUST  
FINANCIAL POLICIES AND PROCEDURES

VI. STATEMENT OF INVESTMENT POLICIES

A. PURPOSE

The purpose of this Statement of Financial Policies is to set forth the general guidelines within which the assets of the Trust will be invested. It provides parameters to guide the Committee and the investment manager's decisions.

B. INVESTMENT OBJECTIVES

The primary objective of the investment portfolio is to be in a position to meet promptly all demands the Trustee may make upon the assets of the Trust. Recognizing this transcending requirement, the investment objective will be to attain a real total return, consisting of a combination of capital appreciation (or depreciation) and current income received in the form of dividends and interest, adjusted for inflation as measured by the Consumer Price Index, of at least 5% per year over the long term. The periods over which investment results will be evaluated will be no less than five years. It is recognized that the real return objectives may be difficult to attain in every five year period but should be attainable over a series of five year periods. It is hoped that the adoption of this objective will allow the portfolio to maintain its purchasing power over time while supporting a satisfactory level of services.

C. PORTFOLIO COMPOSITION AND RISK

1. Assets of the investment portfolio will be allocated amount marketable or immediately redeemable equity, equity-type, fixed income, and other types of securities. Most of the time a majority of the assets will be invested in equity and equity-type securities.
2. When fully invested, a range within which the percentage of equity and equity-type investments will be permitted to fluctuate is 40 – 85% of the total portfolio.

D. GUIDELINES FOR FIXED INCOME

1. Fixed income investments will generally consist of short and medium-term high grade securities rated “A” or better by a recognized rating agency. No more than 5% of the portfolio may be invested in debt of any one issuer but there will be no limitation on holdings of US Treasury and US Agency Issues.
2. Short-term funds will be kept entirely in very high grade marketable or highly liquid instruments.

E. GUIDELINES FOR EQUITY INVESTMENTS

1. Equity investments are to be diversified at the discretion of the manager, but no additional investment shall be made in an equity security constituting more than 5% of the portfolio.

JOHN M. SCOTT HEALTH CARE TRUST  
FINANCIAL POLICIES AND PROCEDURES

2. No short sales will be permitted, nor may securities be placed on a loan to other parties for any purpose.
3. Options, futures contracts, or other types of derivatives or securities may be purchased, but only with prior approval of each transaction by the Committee.

F. GUIDELINES FOR TRANSACTIONS

All assets are to be managed for the exclusive benefit of the Trust. Transactions should be entered into on the basis of best execution, which normally means best realized price. Nonetheless, commissions may be designated for payment of services rendered to the Trust portfolio or to the manager on behalf of the Trust portfolio assets.

G. GENERAL

These guidelines for managing the portfolio of the Trust are not absolute. Circumstances and opinions do change. But before there is a departure from any of these major policy parameters, prior approval by the Trustee will be required. This policy will be reviewed by the Trustees at least every five years.

## **John M. Scott Health Care Commission May 2023 Meeting Minutes**

05/25/2023 via Zoom

### Attendance

Commissioners Present: Kyana Wilkinson, Karen Schmidt, Angela Chasensky, Catharine Crockett, Carla Pohl, Feli Sebastian, and Bradley Secord.

Commissioners Absent: Elaine Hardy, Adam Houghton, Judith Neubrandner, and Karen Stipp.

Staff Present: William Bessler (Staff Administrator and Community Enhancement Division Grants Coordinator) and Melissa Hon (Economic and Community Development Department Director).

### Call to Order

Presiding Officer Kyana Wilkinson called the meeting to order at 7:04PM CDT and asked Staff Administrator Bessler for a roll call. Mr. Bessler called the roll. Quorum present.

### Election of Fiscal Year 2024 Executive Officers

*Election of Chairperson of the Commission:* Mr. Bessler outlined the process for the election of officers. Commissioner Wilkinson opened the floor for nominations to be Chairperson of the Commission.

Commissioner Schmidt asked if Commissioner Wilkinson would be willing to serve as Chairperson of the Commission. Commissioner Wilkinson indicated that she would be willing to serve as the Chairperson of the Commission.

Commissioner Schmidt moved to nominate Commissioner Wilkinson for the position of Chairperson. Commissioner Chasensky seconded the nomination. With no further nominations, a roll call vote was ordered. Ayes: Wilkinson, Schmidt, Chasensky, Crockett, Pohl, Sebastian, and Secord. Noes: None. Abstains: None. Presents: None. Nomination passed.

*Election of Vice-Chairperson of the Commission:* Commissioner Sebastian moved to nominate Angela Chasensky for Vice-Chairperson of the Commission. Commissioner Chasensky indicated she was willing to accept the nomination. Chairperson Wilkinson seconded the nomination. With no further nominations, a roll call vote was ordered. Ayes: Wilkinson, Schmidt, Chasensky, Crockett, Pohl, Sebastian, and Secord. Noes: None. Abstains: None. Presents: None. Nomination passed.

*Election of Treasurer of the Commission:* Commissioner Schmidt asked if Commissioner Secord's employer did not allow Commissioner Secord to act as Treasurer. Commissioner Secord confirmed that is accurate. Vice-Chairperson Chasensky nominated Commissioner Sebastian for Treasurer of the Commission. Commissioner Schmidt seconded the nomination. Commissioner Sebastian confirmed she was willing to serve in this capacity.

With no further nominations, a roll call vote was ordered. Ayes: Wilkinson, Schmidt, Chasensky, Crockett, Pohl, Sebastian, and Secord. Noes: None. Abstains: None. Presents: None. Nomination passed.

*Election of Secretary of the Commission:* Commissioner Schmidt asked what the job duties of the Secretary position were for the Commission. Mr. Bessler stated while he does not have the verbatim description of duties for that position immediately available, the largest responsibility would be meeting minutes. Staff Administrator Bessler stated that the meeting minutes are completed by staff, so that function is more of a contingency. The position is seen as a first step towards other executive officer positions.

Commissioner Schmidt moved to nominate Commissioner Crockett for Secretary of the Commission. Chairperson Wilkinson seconded the nomination. With no further nominations, a roll call vote was ordered. Ayes: Wilkinson, Schmidt, Chasensky, Crockett, Pohl, Sebastian, and Secord. Noes: None. Abstains: None. Presents: None. Nomination passed.

#### Fiscal Year 2024 Committee Assignments

*Approval of Fiscal Year 2024 Committee Assignments as Presented with the Revised Executive Committee Based on the New Fiscal Year 2024 Executive Officers:* Mr. Bessler stated that the Committee Assignments are the same as the last Fiscal Year. However, based on the executive officer appointments, there may need to be revisions at a future meeting.

Commissioner Secord motioned to approve the Fiscal Year 2024 Committee Assignments as Presented with the Revised Executive Committee Based on the New Fiscal Year 2024 Executive Officers. Commissioner Pohl seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Schmidt, Chasensky, Crockett, Pohl, Sebastian, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

#### Consent Agenda

Chairperson Wilkinson introduced the consent agenda. Commissioner Secord motioned to approve the consent agenda as presented. Commissioner Schmidt seconded the motion. Chairperson Wilkinson called for a voice vote. In the opinion of the Presiding Officer, the ayes carry the motion. Ayes: Wilkinson, Schmidt, Chasensky, Crockett, Pohl, Sebastian, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

#### Action Items

*Approval of Fiscal Year 2024 Category III Grant Agreements:* Mr. Bessler stated that there were small changes to the unused grant funds and extension process section of the grant agreements compared to previous grant agreements approved by the Commission. These changes reflect the continual learning process as the grant program matures. Mr. Bessler discussed the specific language changes made to the agreement template.

Commissioner Secord motioned to approve the action item as presented. Vice-Chairperson Chasensky seconded the motion. Chairperson Wilkinson called for a roll call vote. Mr. Bessler called the roll. Ayes: Wilkinson, Schmidt, Chasensky, Crockett, Pohl, Sebastian, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

*Approval of Fiscal Year 2023 West Bloomington Revitalization Project Grant Extension:*

Chairperson Wilkinson provided an overview of the action item for the Commission. Commissioner Schmidt noted she will recuse from this vote due to a conflict of interest. Chairperson Wilkinson indicated she is in favor of approving the extension request.

Chairperson Wilkinson motioned to approve the action item as presented. Commissioner Pohl seconded the motion. Commissioner Secord asked if staff could present the emails regarding the extension from the meeting packet. Mr. Bessler presented the documentation from the meeting packet. Commissioner Secord asked staff to clarify the rationale for the extension request. Staff discussed the amount of remaining funds, the presented rationale for the delayed spending (due to staffing and a previous extension), and the proposed options to spend down funds quicker. Commissioner Secord indicated that he did not support approving the extension based on the information provided by the grantee.

Mr. Bessler stated that the action item could be tabled to have staff request additional information, if the Commission desired. If tabled, additional information could be presented to the Commission for an email vote, or the action item could be tabled until the next Commission meeting. Staff did indicate that the plan was to not have a June Commission meeting based on the lack of agenda items. Commissioner Pohl asked staff to confirm the extension would be to October 31, 2023. Staff confirmed that was accurate. Commissioner Secord asked if the funds would be returned to the Trust if the proposed spending would not exhaust the remaining FY2023 funds. Mr. Bessler confirmed that any unspent Trust funds without an extension would be returned to the Trust.

Commissioner Secord expressed concern that remaining funds would not be spent in the most effective manner for the Trust. Commissioner Secord also noted the remaining funds represent a small percentage of the overall Trust. Additionally, Commissioner Secord noted he would like to not table this action item until a future date, and he would vote no on the request. Secretary Crockett noted she supported the extension assuming the spending was within Trust guidelines. Chairperson Wilkinson concurred.

With no further discussion, Chairperson Wilkinson called for a roll call vote. Mr. Bessler called the roll. Ayes: Wilkinson, Chasensky, Crockett, Pohl, and Sebastian. Noes: Secord. Abstains: Schmidt. Presents: None. Motion passed.

*Approval of the Fiscal Year 2024 Commission Meeting Time of the Fourth Thursday of the Month at 7PM:* Chairperson Wilkinson introduced the action item. Commissioner Schmidt asked why the Commission meeting time was moved to Thursdays last fiscal year. Mr. Bessler stated it was to better accommodate Commissioner schedules for the remainder of Fiscal Year 2023. Staff Administrator Bessler stated staff was open to alternate times, with the exception of Monday evenings due to City Council meetings. Commissioner Secord stated that Thursday evenings do

not work well with his schedule, but questioned if evening meetings were required. Commissioners indicated different times that may or may not work for them. Commissioners asked staff to conduct a poll to help determine what times are better. Staff stated that a poll would be sent to Commissioners to determine what time works best.

Chairperson Wilkinson motioned to table the action item. Commissioner Schmidt seconded that motion. Chairperson Wilkinson called for a voice vote after there was no discussion regarding the action item. In the opinion of the Presiding Officer, the Ayes had it and the motion passed. Ayes: Wilkinson, Schmidt, Chasensky, Crockett, Pohl, Sebastian, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

#### Discussion Items

*City Staff Changes:* Chairperson Wilkinson introduced this discussion item stating that Michael Sinnet was no longer with the City of Bloomington. No questions or concerns were stated.

#### Non-Agenda Discussion Items

No non-agenda discussion items were discussed.

#### Adjournment

With no further agenda business, Chairperson Wilkinson asked for a motion and a second to adjourn the meeting. Commissioner Secord motioned to adjourn the meeting. Secretary Crockett seconded the motion. Chairperson Wilkinson called for a voice vote. In the opinion of the Presiding Officer, the ayes carry the motion. Wilkinson, Schmidt, Chasensky, Crockett, Pohl, Sebastian, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

## **John M. Scott Health Care Commission August 2023 Meeting Minutes**

08/22/2023 via Zoom

### Attendance

Commissioners Present: Kyana Wilkinson, Feli Sebastian, Catharine Crockett, Karen Schmidt, Karen Stipp, Judith Neubrandner, and Elaine Hardy (arrived at 7:12PM).

Commissioners Absent: Angela Chasensky, Adam Houghton, Carla Pohl, and Bradley Secord.

Staff Present: William Bessler (Staff Administrator and Economic and Community Development Grants Manager) and Melissa Hon (Economic and Community Development Department Director).

### Call to Order

Presiding Officer Kyana Wilkinson called the meeting to order at 7:02PM and asked Staff Administrator Bessler for a roll call. Mr. Bessler called the roll. Quorum present.

### Consent Agenda

Chairperson Wilkinson introduced the consent agenda. Commissioner Schmidt motioned to approve the consent agenda as presented. Treasurer Sebastian seconded the motion. Chairperson Wilkinson called for a voice vote. In the opinion of the Presiding Officer, the ayes carry the motion. Ayes: Wilkinson, Sebastian, Crockett, Neubrandner, Schmidt, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

### Action Items

#### *Approval of Fiscal Year 2023 Grant Cycle Request for Proposal (RFP)*

Chairperson Wilkinson reviewed the action items and reviewed the timeline presented to the Commission. Commissioner Schmidt appreciated the work that has gone into the Action Items before the Commission.

Commissioner Schmidt motioned to approve Action Item A as presented. Chairperson Wilkinson seconded the motion. Chairperson Wilkinson called for a roll call vote. Mr. Bessler called the roll. Ayes: Wilkinson, Sebastian, Crockett, Neubrandner, Schmidt, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

#### *Approval of Fiscal Year 2025 Grant Cycle Category II Program and Capital Application Modifications.*

Chairperson Wilkinson introduced Action Item B reviewing the Grants Committee meeting and changes as it pertains to applicant funding reserves.



Mr. Bessler provided an update on Neighborly and was able to confirm online application dates based off the RFP (September 6, 2023 -October 18, 2023). Chairperson Wilkinson noted that the RFP also listed the Q& A session on September 12, 2023. Mr. Bessler confirmed the scheduled session and stated this as an option for Commissioners to attend. In the past staff has conducted with Commissioner members attending. It is hard to predict the turn out as this session has been conducted for the last three years. Most likely new applicants could be interested in attending.

Chairperson Wilkinson asked for a motion to approve Action Item B as presented. Commissioner Stipp motioned to approve action Action Item B as presented. Secretary Crockett seconded. Chairperson Wilkinson asked for a roll call vote. Mr. Bessler called the roll. Ayes: Wilkinson, Sebastian, Crockett, Hardy, Neubrandner, Schmidt, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Approval of Fiscal Year 2025 Grant Cycle Applications Scoring Criteria.*

Chairperson Wilkinson reviewed Action Item C and noted the changes to scoring that will allow more concrete numbers with the process. Commissioner Neubrandner stated there is more emphasis on the CHIP goals with this scoring criteria.

Mr. Bessler thanked the Grants Committee for the efforts with updating the scoring criteria, particularly Commissioner Stipp.

Secretary Crockett stated the need for a copy of the criteria when scoring. Mr. Bessler stated all those scoring will receive a copy of the scoring criteria. It will also be posted on the City website. It is the hope that applicants review the scoring and scoring criteria as they submit applications.

Chairperson Wilkinson asked for a motion to approve Action Item C as presented. Commissioner Stipp motioned to approve Action Item C as presented. Treasurer Sebastian seconded. Chairperson Wilkinson asked for a roll call vote. Mr. Bessler called the roll. Ayes: Wilkinson, Sebastian, Crockett, Hardy, Neubrandner, Schmidt, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Approval of Fiscal Year 2024 Commission Meeting Time of the Fourth Tuesday of the Month at 7PM.*

Chairperson Wilkinson summarized the efforts taken to set the Commission meeting time and Zoom option. Mr. Bessler stated that staff has no plans to move to in-person meetings.

Chairperson Wilkinson asked for a motion to approve Action Item D as presented. Commissioner Stipp motioned to approve Action Item D as presented. Commissioner Neubrandner seconded. Chairperson Wilkinson asked for a roll call vote. Mr. Bessler called the roll. Ayes: Wilkinson, Sebastian, Crockett, Hardy, Neubrandner, Schmidt, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

## Discussion Items

### *Fiscal Year 2025 Grant Cycle Application Evaluation:*

Chairperson Wilkinson introduced the first discussion item. Chairperson Wilkinson noted the scorers list and plan for recruitment. Mr. Bessler thanked the Commission for sending in potential scorer names. Mr. Bessler stated that staff sent Commissioners and Ad Hoc Committee Members the FY2025 scorer Excel workbook, which will allow Commissioners and Committee Members to add names to the scorers list. Staff will send potential scorers' additional information in September.

Secretary Crockett asked if criteria have been set for scorers. Mr. Bessler stated there are no specific criteria establish for scorers but in the past the following qualities were sought:

- McLean County Residents
- Background Related to Healthcare, Social Services, Grant Management, Financial Management, and Construction

Mr. Bessler stated in the past the Commission did not want to resort to City staff scoring. Mr. Bessler asked for guidance from the Commission with potential City staff that have scored in the past and currently employed with the city.

The Commission discussed in length and concluded that the Commission would not advertise to City staff but if scoring in the past and now employed it would be acceptable as there are measures in place for any conflict of interest.

Mr. Bessler stated staff that may have scored in the past will be kept in reserve if needed. Mr. Bessler stated in the future it would be beneficial to map out criteria for scorers, providing more guidance for recruitment.

### *Commissioner Recruitment:*

Chairperson Wilkinson stated that Commissioner Pohl will be resigning. Mr. Bessler stated the Commission will be looking for someone that has oral healthcare experience. Mr. Bessler reviewed the recruitment process once the resignation has been formally submitted.

The Executive Committee reviews the applicants and makes a recommendation to the full Commission. The full Commission would then vote to approve the recommendation and staff will send the recommendation to the City Administration for formal approval by the Trustee.

Mr. Bessler stated that most of the actual recruitment will come from the Commission members. There was discussion amongst the Commission as to avenues of recruitment, networking, and the need to provide potential candidates that staff could reach out to.

If a candidate in the oral health field does not present, the Commission could discuss an additional expertise area to bring on the Commission. Chairperson Wilkinson inquired as to the status of the need for a member on the Finance Committee. Mr. Bessler stated there is a need for an Ad Hoc member.

Chairperson Wilkinson summarized that the Commission will be recruiting scorers and a new Commission member.

#### Non-Agenda Discussion Items

No non-agenda discussion items were discussed.

#### Adjournment

With no further agenda business, Chairperson Wilkinson asked for a motion and a second to adjourn the meeting. Secretary Crockett motioned to adjourn the meeting. Commissioner Stipp seconded the motion. Chairperson Wilkinson called for a voice vote after there was no discussion regarding the motion. In the opinion of the Presiding Officer, the Ayes had it and the motion passed. Ayes: Wilkinson, Sebastian, Crockett, Hardy, Neubrandner, Schmidt, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed. Meeting adjourned at 7:32PM.

## **John M. Scott Health Care Commission September 2023 Meeting Minutes**

09/26/2023 via Zoom

### Attendance

Commissioners Present: Kyana Wilkinson, Angela Chasensky, Feli Sebastian, Catharine Crockett, Elaine Hardy, Adam Houghton, Karen Schmidt, Brad Secord, and Karen Stipp.

Commissioners Absent: Carla Pohl, and Judy Neubrandner.

Staff Present: William Bessler (Staff Administrator and Economic and Community Development Grants Manager) and Joni Gerard (Grants Specialist).

### Call to Order

Presiding Officer Kyana Wilkinson called the meeting to order at 7:02PM and asked Staff Administrator Bessler for a roll call. Mr. Bessler called the roll. Quorum present.

### Consent Agenda

Chairperson Wilkinson introduced the consent agenda. Commissioner Secord motioned to approve the consent agenda as presented. Treasurer Sebastian seconded the motion. Chairperson Wilkinson called for a voice vote. Ayes: Wilkinson, Chasensky, Sebastian, Crockett, Hardy, Houghton, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

### Action Items

#### *Approval of Fiscal Year 2025 Budget:*

Chairperson Wilkinson reviewed the action item highlighting the path to the budget approval through the Finance and Grants Committee. Chairperson Wilkinson noted that revenue target for FY2025 is slightly below the target used for FY2024. However, it will essentially equal the same level of grant funding available due to some changes in the administration portion of the budget.

Chairperson Wilkinson reviewed the timeline and next steps staff will take once approved. Chairperson Wilkinson asked if staff has any additional comments. Mr. Bessler reviewed certain line-items of the budget that showed changes from FY2024. Additionally, staff noted that the budget can be amended by the Commission.

There was no further discussion.

Commissioner Secord motioned to approve Action Item A as presented. Commissioner Houghton seconded the motion. Chairperson Wilkinson called for a roll call vote. Mr. Bessler called the roll. Ayes: Wilkinson, Chasensky, Sebastian, Crockett, Hardy, Houghton, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passes.

### Discussion Items

#### *Chestnut Dental Clinic Update:*

Chairperson Wilkinson introduced the first discussion item. Chairperson Wilkinson noted the Grants Committee had a lengthy discussion and concluded that a site visit would be warranted. Commissioner Hardy stated during a call with Chestnut it was shared that the project is moving forward and progressing with obtaining dental staff. Commissioner Stipp shared that the same message from Chestnut.

Mr. Bessler stated that based on project timeline a site visit would most likely occur early December. Commissioner Chasensky encouraged staff to consider a site visit in early 2024 based off the construction timeline. Mr. Bessler will review options and contact those interested in a site visit.

Chairperson Wilkinson asked Commission members interested in a site visit to contact staff.

#### *Federal Poverty Level Income Limit:*

Chairperson Wilkinson introduced the second discussion item and stated that the Grants Committee had a lengthy discussion about the topic at their last meeting. The Commission discussed the need to gather more information to determine the process for changing the limit and what that policy may look like. The Commission noted the need to evaluate a tier option with an uninsured component. Chairperson Wilkinson asked for staff comments. Mr. Bessler shared that staff could create a survey to send to already funded agencies and report back to the Commission. Chairperson Wilkinson concluded that there will be continued discussion in the upcoming months.

*Fiscal Year 2025 Application Evaluation:* Chairperson Wilkinson introduced the third discussion item and provided the Commission with the timeline of scoring and application evaluation. Mr. Bessler shared with the Commission that staff will have a clear picture of applications and scoring needs once all have been submitted by the October 13, 2023, deadline.

Chairperson Wilkinson encouraged Commission members to email staff any potential scorers.

#### *Fiscal Year 2023 Trust Report:*

Chairperson Wilkinson introduced the fourth discussion item and asked for a staff review. Mr. Bessler provided a brief update on the timeline of the FY2023 Trust Report.

### Non-Agenda Discussion Items

Commissioner Schmidt congratulated Chairperson Wilkinson's nomination to the *Pantagraph's* "20 Under 40" program. Commission and staff offered congratulations to Chairperson Wilkinson.

Chairperson Wilkinson asked if there were any non-agenda items. Commissioner Secord reported the dental needs of a student in McLean County Unit District No.5. Commissioner Secord inquired as to possible services or entities to contact. There was discussion amongst the Commission as to the agencies that provide dental services and additional services to those in the Community. The Commission members shared agency and program contact information.

#### Adjournment

With no further agenda business, Chairperson Wilkinson asked for a motion and a second to adjourn the meeting. Commissioner Stipp motioned to adjourn the meeting. Commissioner Secord seconded the motion. Chairperson Wilkinson called for a voice vote after there was no discussion regarding the motion. In the opinion of the Presiding Officer, the Ayes had it and the motion passed. Ayes: Wilkinson, Chasensky, Sebastian, Crockett, Hardy, Houghton, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed. Meeting adjourned at 7:27PM.

## **John M. Scott Health Care Commission October 2023 Meeting Minutes**

10/24/2023 via Zoom

### Attendance

Commissioners Present: Kyana Wilkinson, Angela Chasensky, Catharine Crockett, Karen Schmidt, Brad Secord, and Karen Stipp.

Commissioners Absent: Feli Sebastian, Elaine Hardy, Adam Houghton, and Judy Neubrandner.

Staff Present: William Bessler (Staff Administrator and Grants Manager) and Joni Gerard (Grant Specialist).

### Call to Order

Presiding Officer Kyana Wilkinson called the meeting to order at 7:04PM and asked Staff Administrator Bessler for a roll call. Mr. Bessler called the roll. Quorum present.

### Consent Agenda

Chairperson Wilkinson introduced the consent agenda. Commissioner Secord motioned to approve the consent agenda as presented. Commissioner Schmidt seconded the motion. Chairperson Wilkinson called for a voice vote. Ayes: Wilkinson, Chasensky, Crockett, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

### Action Items

*Fiscal Year 2023 Trust Report Pending Legal Adjustments as Needed:*

Chairperson Wilkinson introduced the action item and briefly discussed the structure and scope of the Trust Report. Additionally, Chairperson Wilkinson discussed the process of filing the Trust report and the required steps in that process. The Trust Report will be approved by the Trustee pending final legal review from the Trust's attorney.

Commissioner Secord motioned to approve Action Item A as presented. Secretary Crockett seconded the motion. Chairperson Wilkinson called for a roll call vote. Mr. Bessler called the roll. Ayes: Wilkinson, Chasensky, Crockett, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Second Six-Month Extension for the Fiscal Year 2023 Project Oz Category II-Capital Grant Agreement:*

Chairperson Wilkinson introduced the action item. Chairperson Wilkinson stated that the extension request stems from a delay in the planning and zoning process with the project. The grantee requested a thirty (30) to sixty (60) day extension, but after initial conversations staff determined that additional time would likely be needed to complete the planning and zoning process. Chairperson Wilkinson also noted that the grantee received additional funding from the

City's American Rescue Plan Act (ARPA) Non-Profit Grant Program. Chairperson Wilkinson also noted that the extension request was approved by the Grants Committee and opened the floor for discussion.

Mr. Bessler added that the site plan review will need to go before City Council, which creates some minor scheduling difficulties. No other discussion on the action item occurred.

Commissioner Stipp motioned to approve Action Item B as presented. Commissioner Secord seconded the motion. Chairperson Wilkinson called for a roll call vote. Mr. Bessler called the roll. Ayes: Wilkinson, Chasensky, Crockett, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Recommendation to Approve or Reject a Category III-Emergency Funding Request of \$100,000.00 from Mid Central Community Action:*

Chairperson Wilkinson introduced the action item and the funding request. Chairperson Wilkinson noted that the current budget for this grant category is not sufficient to meet the request. If the Commission would like to approve the request, the Commission would need to execute a budget amendment, City Council would need to approve a budget ordinance amendment, and additional funds would need to be withdrawn from the Trust account. These steps would likely take until December 2023 or January 2024 to fully execute. Chairperson Wilkinson also noted that the Grants Committee rejected the funding request with a recommendation to submit an application for Category II-Capital funding in FY2025.

Mr. Bessler added that, if the Commission would reject the funding request, staff would prepare a denial letter to be sent to the organization. Commissioner Stipp confirmed that if the funding request was approved, it would be Spring 2024 before funding would be available to the applicant. Commissioner Crockett asked if the roof failure has caused damage within the building. Mr. Bessler stated that the applicant did note damage from the roof failure in some office within the structure and that the facility is still open.

Commissioners discussed if the remaining Category III-Emergency Need budget could stabilize the situation. Mr. Bessler stated that the application did not go into that subject. Additional discussion on the organization's compliance with the mission of the Trust was also discussed.

Commissioner Secord motioned to reject the Category III-Emergency funding request of \$100,000.00. Secretary Crockett seconded the motion. Chairperson Wilkinson called for a roll call vote. Mr. Bessler called the roll. Ayes: Chasensky, Crockett, Schmidt, Secord, and Stipp. Noes: None. Abstains: Wilkinson. Presents: None. Motion passed.

Discussion Items

*Fiscal Year 2025 Grant Cycle:*

Ms. Gerard shared the number of applications that were received during the FY2025 application cycle. There were three (3) applications for Capital funding and twenty (20) for program funding. Scoring notifications will be sent soon and the scorers will have approximately two weeks to complete scoring.



Commissioner Stipp asked if the funding for this grant cycle had been determined. Ms. Gerard discussed the budget and the funding amounts for Category II funding. The Commissioners discussed the applications submitted and how they compare to the applications from the last cycle.

*Commissioner Resignation:*

Chairperson Wilkinson announced that former Commissioner Pohl had resigned from the Commission. Mr. Bessler reviewed the application process for new commissioners. Mr. Bessler thanked Commissioner for her service on the Commission.

Non-Agenda Discussion Items

No non-agenda discussion items.

Adjournment

With no further agenda business, Chairperson Wilkinson asked for a motion and a second to adjourn the meeting. Vice Chairperson Chasensky motioned to adjourn the meeting. Commissioner Secord seconded the motion. Chairperson Wilkinson called for a voice vote after there was no discussion regarding the motion. In the opinion of the Presiding Officer, the Ayes had it and the motion passed. Ayes: Wilkinson, Chasensky, Crockett, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed. Meeting adjourned at 7:34PM.

## **John M. Scott Health Care Commission December 20, 2023 Meeting Minutes**

12/20/2023 via Zoom

### Attendance

Commissioners Present: Kyana Wilkinson, Feli Sebastian, Elaine Hardy, Karen Schmidt, Brad Secord, and Karen Stipp.

Commissioners Absent: Angela Chasensky, Catharine Crockett, Adam Houghton, and Judy Neubrandner.

Staff Present: William Bessler (Staff Administrator and Economic and Community Development Grants Manager) and Joni Gerard (Grants Specialist).

### Call to Order

Presiding Officer Kyana Wilkinson called the meeting to order at 7:05PM and asked Staff Administrator Bessler for a roll call. Mr. Bessler called the roll. Quorum present.

### Consent Agenda

Chairperson Wilkinson introduced the consent agenda. Commissioner Schmidt motioned to approve the consent agenda as presented. Commissioner Secord seconded the motion.

Chairperson Wilkinson called for a voice vote. In the opinion of the Presiding Officer, the ayes carry the motion. Ayes: Wilkinson, Sebastian, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

### Action Items

Chairperson Wilkinson discussed the action items to be voted on tonight as a whole. Chairperson Wilkinson stated that the Grants Committee approved the funding recommendations in their last meeting. Mr. Bessler reviewed how the voting process would work for each action item. The first action item shows two different grant application numbers because the Grants Committee decided to let the applicant decide the application they would like to fund up to \$50,000.00. The Commissioners discussed the Western Avenue Community Center funding recommendation.

*Fiscal Year 2025 Category II-Capital Funding Recommendation for Western Avenue Community Center of \$50,000.00:*

Commissioner Secord motioned to approve the action item as presented. Treasurer Sebastian seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Sebastian, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Capital Funding Recommendation for Mid Central Community Action (10643) of \$25,000.00:*

Commissioner Schmidt motioned to approve the action item as presented. Commissioner Stipp seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Sebastian, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: Wilkinson. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Program Funding Recommendation for Project Oz (10609) of \$41,138.91:* Commissioner Secord motioned to approve the action item as presented. Treasurer Sebastian seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Sebastian, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Program Funding Recommendation for OSF Healthcare System (10611) of \$18,000.00:* Commissioner Secord motioned to approve the action item as presented. Commissioner Stipp seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Sebastian, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Program Funding Recommendation for One Hope Project (10612) of \$25,000.00:* Commissioner Stipp motioned to approve the action item as presented. Commissioner Secord seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: Sebastian. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Program Funding Recommendation for Faith in Action (10617) of \$25,000.00:* Treasurer Sebastian motioned to approve the action item as presented. Commissioner Hardy seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Sebastian, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Program Funding Recommendation for the Boys and Girls Club of Bloomington-Normal (10618) of \$32,000.00:* Commissioner Stipp motioned to approve the action item as presented. Commissioner Secord seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Sebastian, Hardy, Secord, and Stipp. Noes: None. Abstains: Schmidt. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Program Funding Recommendation for Chestnut Health Systems, Inc. (10626) of \$35,000.00:* Commissioner Schmidt motioned to approve the action item as presented. Treasurer Sebastian seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Sebastian, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Program Funding Recommendation for The Center for Youth and Family Solutions (10627) of \$37,000.00:*

Commissioner Stipp motioned to approve the action item as presented. Commissioner Secord seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Sebastian, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Program Funding Recommendation for INtegrItY Counseling, Inc. (10628) of \$28,000.00:*

Commissioner Schmidt motioned to approve the action item as presented. Commissioner Secord seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Sebastian, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Program Funding Recommendation for Living Well United (10630) of \$10,000.00:*

Commissioner Schmidt motioned to approve the action item as presented. Treasurer Sebastian seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: Sebastian. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Program Funding Recommendation for Lifelong Access (10631) of \$18,000.00:*

Treasurer Sebastian motioned to approve the action item as presented. Commissioner Hardy seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Sebastian, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Program Funding Recommendation for Salvation Army (10634) of \$21,500.00:*

Commissioner Stipp motioned to approve the action item as presented. Treasurer Sebastian seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Sebastian, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Program Funding Recommendation for the Promise Council of McLean County (10637) of \$10,000.00:*

Commissioner Schmidt motioned to approve the action item as presented. Treasurer Sebastian seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Sebastian, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Program Funding Recommendation for the West Bloomington Revitalization Project (10638) of \$30,000.00:*

Commissioner Stipp motioned to approve the action item as presented. Commissioner Secord seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Sebastian, Hardy, Secord, and Stipp. Noes: None. Abstains: Schmidt. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Program Funding Recommendation for Bloomington-Normal YMCA (10639) of \$15,000.00:*

Commissioner Schmidt motioned to approve the action item as presented. Commissioner Stipp seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Sebastian, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Program Funding Recommendation for YouthBuild McLean County (10644) of \$33,000.00:*

Treasurer Sebastian motioned to approve the action item as presented. Commissioner Stipp seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Sebastian, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Fiscal Year 2025 Category II-Program Funding Recommendation for Black Nurses Association of Central Illinois (10645) of \$10,000.00:*

Commissioner Stipp motioned to approve the action item as presented. Treasurer Sebastian seconded the motion. Chairperson Wilkinson called for a roll call vote. Ayes: Wilkinson, Sebastian, Schmidt, Secord, and Stipp. Noes: None. Abstains: Hardy. Presents: None. Motion passed.

Discussion Items

No discussion items.

Non-Agenda Discussion Items

Mr. Bessler reminded the Commission that Category III RFP material and scoring criteria was sent to the Commission members for their feedback. Approval of the Category III FY2025 material will be completed with email votes.

Mr. Bessler stated this would be his last meeting as Staff Administrator for the Commission. Grant Specialist Joni Gerard will take over that function starting January 1, 2024. The Commission thanked Mr. Bessler for the work completed on behalf of the Commission. Commissioner Stipp thanked the Commission members for all of the work they have completed.

Adjournment

With no further agenda business, Chairperson Wilkinson asked for a motion and a second to adjourn the meeting. Commissioner Stipp motioned to adjourn the meeting. Commissioner Secord seconded the motion. Chairperson Wilkinson called for a voice vote. In the opinion of the Presiding Officer, the ayes carry the motion. Ayes: Wilkinson, Sebastian, Hardy, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed. Meeting adjourned at 7:27PM.

## **John M. Scott Health Care Commission February 27, 2024 Meeting Minutes**

02/27/24 via Zoom

### Attendance

Commissioners Present: Kyana Wilkinson, Angela Chasensky, Feli Sebastian, Karen Schmidt, Judy Neubrandner, Elaine Hardy, and Karen Stipp.

Commissioners Absent: Catharine Crockett, Adam Houghton, and Brad Secord.

Staff Present: William Bessler (Economic and Community Development Grants Manager) and Joni Gerard (Staff Administrator and Grant Specialist).

### Call to Order

Presiding Officer Kyana Wilkinson called the meeting to order at 7:09PM and asked Staff Administrator Gerard for a roll call. Ms. Gerard called the roll. Quorum present.

### Consent Agenda

Chairperson Wilkinson introduced the consent agenda. Commissioner Schmidt motioned to approve the consent agenda as presented. Treasurer Sebastian seconded the motion. Chairperson Wilkinson called for a voice vote. Ayes: Wilkinson, Chasensky, Sebastian, Neubrandner, Schmidt, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

### Action Items

*Approval of Draft Fiscal Year 2025 Grant Agreement Scope of Work Language:* Chairperson Wilkinson reviewed the action item highlighting the main change of the scope of work and eligible cost sections. The Grants Committee met on February 20, 2024, and approved the recommendation as presented. Chairperson Wilkinson thanked staff for drafting for Commission review and approval.

There was no further discussion.

Vice-Chairperson Chasensky motioned to approve Action Item A as presented. Commissioner Neubrandner seconded the motion. Chairperson Wilkinson called for a roll call vote. Ms. Gerard called the roll. Ayes: Wilkinson, Chasensky, Sebastian, Hardy, Neubrandner, Schmidt, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

*Approval of Draft Fiscal Year 2025 Grant Agreement Template Pending any Changes from the Trust Attorney:* Chairperson Wilkinson reviewed the action item highlighting the main change was language surrounding the General Grant Term, Conditions, and Understanding section. Some of the change is related to language on tax-exempt status. The Grants Committee met on February 20, 2024, and approved recommendation as presented.

There was no further discussion.

Commissioner Neubrandner motioned to approve Action Item A as presented. Vice-Chairperson Chasensky seconded the motion. Chairperson Wilkinson called for a roll call vote. Ms. Gerard called the roll. Ayes: Wilkinson, Chasensky, Sebastian, Hardy, Neubrandner, Schmidt, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

#### Discussion Items

*Category III-Emergent Need Applications and Timeline:* Chairperson Wilkinson introduced the discussion item reviewing the timeline involved with the Category III grant cycle.

Ms. Gerard provided an update as to the applicants and noted seven (7) applications were submitted. Ms. Gerard noted staff will create a scoring template to assist scorers. Commission members can look for scoring assignments and information in the upcoming week.

Chairperson Wilkinson thanked Commissioner Chasensky and the Grants Committee for all of the work in the Category II grant award cycle.

#### Non-Agenda Discussion Items

Commissioner Neubrandner shared information about the Community Health Care Clinic (CHCC) and support the organization might need in relation the tax-exempt status. Mr. Bessler was able to share there has been conversation with the Trust attorney on the active Category I agreement and future funding. While staff has not received finalized answers, there has, and will continue to be, discussion with both parties. Tax-Exempt status will need to be restored before moving forward with expenses or payments.

Commission Schmidt inquired as to vacancies within the Commission. Ms. Gerard confirmed the vacancy in the oral healthcare field while noting those with term expiration in April could change the total of new members to seek.

Mr. Bessler noted there the possible need to remove the oral healthcare preference in order to fill vacancy as the Commission has had difficulty in the past in the specific area.

It was confirmed that the Community Health Care Clinic has scheduled a luncheon with the intent to invite members from the Commission.

Mr. Bessler shared and thanked Chairperson Wilkinson on her presentation to City Council and acknowledged Treasurer Sebastian's recent recognitions.

#### Adjournment

With no further agenda business, Chairperson Wilkinson asked for a motion and a second to adjourn the meeting. Commissioner Schmidt motioned to adjourn the meeting. Vice-Chairperson Chasensky seconded the motion. Chairperson Wilkinson called for a voice vote after there was no discussion regarding the motion. In the opinion of the Presiding Officer, the Ayes had it and

the motion passed. Ayes: Wilkinson, Chasensky, Sebastian, Neubrandner, Schmidt, and Stipp.  
Noes: None. Abstains: None. Presents: None. Motion passed. Meeting adjourned at 7:26PM.



## **John M. Scott Health Care Commission March 2024 Meeting Minutes**

03/26/2024 via Zoom

### Attendance

Commissioners Present: Kyana Wilkinson, Angela Chasensky, Catharine Crockett, Elaine Hardy, Brad Secord, and Judy Neubrandner.

Commissioners Absent: Karen Schmidt, Karen Stipp, Adam Houghton, and Feli Sebastian.

Staff Present: William Bessler (Economic and Community Development Grants Manager) and Joni Gerard (Staff Administrator and Grant Specialist).

### Call to Order

Chairperson Wilkinson called the meeting to order at 7:02PM and asked Staff Administrator Gerard for a roll call. Ms. Gerard called the roll. Quorum present.

### Consent Agenda

Chairperson Wilkinson introduced the consent agenda. Chairperson Wilkinson asked for a motion to approve the consent agenda. Vice-Chairperson Chasensky motioned to approve the consent agenda as presented. Commissioner Secord seconded the motion. Chairperson Wilkinson called for a voice vote after there was no discussion regarding the consent agenda. In the opinion of the Presiding Officer, the Ayes had it and the motion passed. Ayes: Wilkinson, Chasensky, Crockett, Hardy, Neubrandner, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

### Action Items

There were no action items.

### Discussion Items

*Commission Vacancies:* Chairperson Wilkinson introduced the discussion item highlighting that there are three vacancies. Chairperson Wilkinson reviewed the requirements of potential applicants noting a commissioner must reside or be employed within McLean County. Chairperson Wilkinson reported that the Executive Committee will consider applicants outside of the oral healthcare field as it has been proven difficult to fill vacancies with that preference.

Chairperson Wilkinson announced her retirement from the Commission in the upcoming year and stated her pleasure while with the Commission.

Ms. Gerard provided an update as to the potential Commission make up noting all three vacancies will potentially alter the committee structure.

Vice-Chairperson Chasensky inquired as to the role of Chairperson going forward. Mr. Bessler reviewed the process involved and the purpose of the re-organization meeting which is held at

the beginning of the new fiscal year. Applications will be brought to the Executive Committee in April. Staff will reach out to individual Commissioner to see who might be interested in a new role and (or) status. Staff will compile a list for the Executive Committee to review and the nomination process will take place thereafter.

There was no additional discussion.

*Fiscal Year 2025 Category III-Emergence Need Applications and Timeline:* Chairperson Wilkinson introduced the discussion item sharing the timeline and staff's desire to take before the City Council in May. Chairperson Wilkinson thanked the Grants Committee for the category development.

There was no additional discussion.

*End of Fiscal Year 2024 and Beginning of Fiscal Year 2025 Timeline:* Chairperson Wilkinson introduced the discussion items and reviewed the timeline provided by staff highlighting the following. In April, each Committee will have meetings. The April Commission meeting will feature action on any remaining items that require attention to closet out FY2023 and begin FY2025.

Mr. Bessler noted that staff appreciates the service, dedication and leadership by the Commission. Mr. Bessler provided a detailed breakdown of tasks to be completed in the next couple of months. The Executive Committee will evaluate applications for another term on the Commission and success Committee appointments. Additionally, executive officer positions will be discussed. With none of the current Executive Officer positions at term limit, current officers can seek the position again.

Ms. Wilkinson asked those interested to contact staff as soon as possible.

Mr. Bessler noted the first meeting in FY2025 will formalize Committee assignments and executive officer positions.

There was no additional discussion.

*Project Oz Open House:* Commissioner Chairperson Wilkinson introduced the discussion item sharing the photos of the open house were available for review with Mr. Bessler and the Mayor in attendance.

Mr. Bessler stated the expansion was from FY23 grant cycle which the Commission provided extensions. The grant project should be completed by the end of the fiscal year.

Mr. Bessler stated Lisa Thompson, CEO acknowledged the investment by the John M. Scott Health Care Commission during her speech.

There was no additional discussion.

Executive Session:

An executive session is not scheduled.

Non-Agenda Discussion Items

No non-agenda discussion items.

Adjournment

Chairperson Wilkinson asked for a motion to adjourn with no further action items or discussion. Commissioner Secord motioned to adjourn the meeting. Commissioner Chasensky seconded the motion. Chairperson Wilkinson called for a voice vote. In the opinion of the Presiding Officer, the Ayes had it and the motion passed. Ayes: Wilkinson, Chasensky, Crockett, Hardy, Neubrandner, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed. Meeting Adjourn at 7:21PM

## **John M. Scott Health Care Commission April 2024 Meeting Minutes**

Meeting: April 23, 2024, via Zoom

### Attendance

Commissioners Present: Kyana Wilkinson, Feli Sebastian, Catharine Crockett, Elaine Hardy, Adam Houghton, Judith Neubrandner, Karen Schmidt, and Karen Stipp.

Commissioners Absent: Angie Chasensky and Brad Secord.

Staff: William Bessler (Economic and Community Development Grants Manager) and Joni Gerard (Staff Administrator and Grant Specialist).

### Call to Order

Presiding Officer and Commission Chairperson Wilkinson called the meeting to order at approximately 7PM and requested a roll call of Commissioners. Ms. Gerard called the roll. Quorum present.

### Consent Agenda

Commissioner Schmidt motioned to approve the consent agenda as presented. Commissioner Sebastian seconded the motion. Chairperson Wilkinson called for a voice vote after there was no discussion regarding the consent agenda. In the opinion of the Presiding Officer, the Ayes had it and the motion passed. Ayes: Wilkinson, Sebastian, Crockett, Hardy, Neubrandner, Schmidt, and Stipp. Nays: None. Abstains: None. Motion carries.

### Action Items

*Approval of the Fiscal Year 2025 Withdrawal Amount of \$754,313.03 from the VITSX (Stocks) Fund:* Chairperson Wilkinson introduced the action item reviewing the detailed agenda information while noting the meeting packet includes a worksheet detailing the Trust withdrawal calculations and the status of various financial metrics of the Trust. As of 02/2024 the Trust is worth \$16,304,614.52, which is higher than the Trust's value when the Commission withdrew funds last year.

The calculations for the withdrawal amount factor in the current bank balance (as of 02/2024), recommended standing bank account balance (10% of FY2025 budget), estimated remaining FY2024 expenditures, the FY2025 budget, and the current Vanguard account balance (as of 02/2024). Estimated FY2024 expenses include staff costs not yet recorded and the full contingency budget in the event an issue arises. The calculation shows that a withdrawal of

\$754,313.03 recommended to cover FY2025 expenses. Per Section VI (C) of the Financial Policies and Procedures, the total portfolio should have an equity and equity-type investment range of forty to eighty-five percent (40-85%) of the total portfolio. The Trust is largely comprised of stocks and bonds. Performance to date for stocks, bonds, and short-term reserves is noted in the Vanguard Master Worksheet included in the meeting packet. Stock value showed an increase of 15.40% and bond value was down .74% from the start of FY2024. With this information, staff is recommending that the withdrawal of funds come from the VITSX (Stocks) account. If executed, this would place the VITSX portion of the total portfolio at 71.21% based on 02/2024 information. This account is where the full FY2024 withdrawal occurred last year. The Finance Committee met to discuss the action item. The Finance Committee conducted an email vote to approve the action item. If approved by the Commission, the Chairperson and Treasurer will provide, in writing, the formal request to transfer funds to staff. Staff will then send the request to the City's Finance Department for execution. Staff will likely target this for the first week of May to ensure that transfers do not complicate the end of fiscal year process. Invoices for FY2025 grants will be submitted for processing once the transfer of funds is executed.

Commissioner Schmidt noted that the recommendation has been approved by the Finance Committee and staff will assist with oversight.

Chairperson Wilkinson asked for a motion to approve. Commissioner Schmidt motioned to approve the action item as presented. Secretary Crockett seconded the motion. Ms. Gerard conducted a roll call vote. Ayes: Wilkinson, Sebastian, Crockett, Hardy, Neubrandner, Schmidt, and Stipp. Nays: None. Abstains: None. Motion carries.

*Recommendation of Karen Schmidt and Brad Secord for a Second Three-Year Commission Term:* Chairperson Wilkinson introduced the action item reviewing the agenda noting staff reached out to Commissioners with terms expiring at the end of this fiscal year to see if there was interest to seek another term. Half of the Commissioners with terms expiring are seeking a new term. The Executive Committee met and is providing recommendation for additional terms for these commissioners. After the Commission provides a recommendation, staff will work to have the nominations formally approved by the Trustee. The Trustee will consider the matter in May.

Chairperson Wilkinson asked for a motion to approve. Commissioner Stipp motioned to approve the action item as presented. Commissioner Sebastian seconded the motion. Ms. Gerard conducted a roll call vote. Ayes: Wilkinson, Sebastian, Crockett, Hardy, Houghton, Neubrandner, Schmidt, and Stipp. Nays: None. Abstains: None. Motion carries.

*Recommendation of Appointment of New Commissioners Catherine Porter, Lora Passetti, and Dr. William Ray for a Three-Year Commission Term:* Chairperson Wilkinson introduced the action item noting with the new vacancies and the ongoing vacancy from 2023, the Commission members supported a recruitment plan to fill the vacancies. Three applications were received for the three vacancies. The Executive Committee met and is recommending approval. Once approved by the Commission a formal recommendation will be presented to the Trustee. The Trustee will consider the matter in May. Staff would like to thank the Commission and particularly the Executive Committee for assisting in the recruitment process.

Chairperson Wilkinson asked for a motion to approve. Commissioner Neubrandner motioned to approve. Secretary Crockett seconded the motion. Ms. Gerard conducted a roll call vote. Ayes: Wilkinson, Sebastian, Crockett, Hardy, Houghton, Neubrandner, Schmidt, and Stipp. Nays: None. Abstains: None. Motion carries.

*Fiscal Year 2025 Category III -Emergent Need Funding Recommendation of \$7,641.00 for the YWCA and \$8,000.00 for The Center for Youth and Family Solutions:* Chairperson Wilkinson introduced the action item and noted the Grants Committee completed the review of Category III-Emergent Need applications. The funding recommendations are being presented to the Commission for consideration. With a budget of \$25,000.00 the Committee determined funding amounts on two applications submitted with an allocation of \$15,641.00 for the Category III-Emergent Need portion of the program.

a) Fiscal Year 2025 Category III-Emergent Need Funding Recommendation YWCA of \$ 7,641.00.

b) Fiscal Year 2025 Category III-Emergent Need Funding Recommendation The Center for Youth & Family Solutions \$8,000.00.

Once voted on by the Commission, the Bloomington City Council acting as Trustee will vote to approve the Commission's recommendations in May.

Chairperson Wilkinson asked for a motion to approve. Commissioner Schmidt motioned to approve. Secretary Crockett seconded the motion. Ms. Gerard conducted a roll call vote. Ayes: Wilkinson, Sebastian, Crockett, Hardy, Houghton, Neubrandner, Schmidt, and Stipp. Nays: None. Abstains: None. Motion carries.

*Approval of Fiscal Year 2025 Category II Grant Application Feedback Reports:* Chairperson Wilkinson introduced the action item noting it was great to see these reports. Chairperson Wilkinson noted the reports are included in the meeting packet is the draft FY2025 Category II applicant feedback reports recommended by the Grants Committee. This feedback report format is similar to last year's report structure. It features scorer comments and a general description of the Grants Committee discussion for each application. The names of the scorers are removed from the feedback report. However, the report does show individual scores for each scorer and an average score for the application. The Grants Committee discussion section is condensed, but staff tried to include a consensus on the strengths and weaknesses of an application. Most of the information was pulled together from meeting minutes. If the Commission would like to make any additions, subtractions, or modifications the feedback is welcome.

Chairperson Wilkinson asked for a motion to approve. Commissioner Stipp motioned to approve. Commissioner Houghton seconded the motion. Ms. Gerard conducted a roll call vote. Ayes: Wilkinson, Sebastian, Crockett, Hardy, Houghton, Neubrandner, Schmidt, and Stipp. Nays: None. Abstains: None. Motion carries.

#### Discussion Items

There are no discussion items.

#### Executive Session

No executive session scheduled.

#### Discussion of Non-Agenda Items

Chairperson Wilkinson asked if there were any non-agenda items the Commission members would like to discuss.

Mr. Bessler personally thanked the Commission for serving noting it is an honor working with the Commission.

#### Adjournment

Chairperson Wilkinson asked for a motioned to adjourn. Commissioner Stipp motioned to adjourn the meeting. Commissioner Schmidt seconded the motion. Chairperson Wilkinson called for a voice vote. Ayes: Wilkinson, Sebastian, Crockett, Hardy, Houghton, Neubrandner, Schmidt, and Stipp. Nays: None. Abstains: None. Motion carries.

The meeting was adjourned at approximately 7:45PM.

Appendix H: Fiscal Year 2024 John M. Scott Health Care Commission Commissioner Information

<b>John M. Scott Health Care Commission Members Fiscal Year 2024 (May 1, 2023-April 30, 2024)</b>						
<b>Commission Member</b>	<b>Employment</b>	<b>Area of Expertise</b>	<b>Committee</b>	<b>Current Term End Date (Term Number)</b>	<b>Professional Affiliations/Recognition</b>	<b>Community Involvement</b>
Commission Chairperson Kyana Wilkinson	OSF Healthcare	Geriatric Health, Nursing Management and Leadership	Grants Committee, Chair  Executive Committee	04/30/2024 (1)	Former Preceptor for Illinois State University's Mennonite School of Nursing, Ethics and Advance Directive Committee Member at Advocate Bromenn Hospital 2018-2020	Black Nurses Association of Central Illinois, Member 2017-Present, Mid-Central Community Action (MCCA) Board Member
Commission Vice-Chairperson Angela Chasensky	Chestnut Health Systems	Community Coalitions/Team Building, Addiction and Behavioral Health	Finance Committee	04/30/2026 (2)	ROSC Project Coordinator, SMART Recovery Support Group Facilitator, Women's Justice League Task Force, LPC (licensed Professional Counselor) in training – August 22 completion, ACA – American Counseling Association, YWCA “Woman of Distinction” 2021 nominee, 2021 Philanthropic Educational Organization Scholarship Recipient	McLean County Recovery Court Advisory Board, Women's Justice League, Central Illinois Community Educators, McLean County Child Abuse Prevention Coalition, Carle LGBTQIA+ Community Advisory Board, Reentry Council, Human Service Council, Comprehensive Assessment Team, THRIVE board member – equitable housing
Commission Treasurer Dr. Feli Sebastian	Self-Employed	Psychology and Counseling	Grants Committee	04/30/2026 (2)	American Psychological Association and	YWCA Board Member and Founder of Labyrinth Outreach Services to Women



					Professional Women of McLean County	Volunteer, Advisory Board Member with For a Better Tomorrow
Commission Secretary Dr. Catharine Crockett	VisionPoint Eye Center-Ophthalmologist/MD	Healthcare	Finance Committee	04/30/2025 (1)	American Academy of Ophthalmology, American Medical Association, American Society of Cataract and Refractive Surgery, Current Medical Director of the Eversight Eye Bank	League of Women Voters, Friends of the Constitution Trail
Elaine Hardy	University of Illinois at Chicago-Peoria Campus	Community Engagement, Grant Writing, and Research	Executive Committee Grants Committee	04/30/2025 (1)	American Nurses Association-IL, Black Nurses Association of Central Illinois, National Association of Hispanic Nurses-Chicago Chapter, CI Friends Board Member, 2020 Julie and Mark Zerwic Diversity Award	Stop the Violence Project; Community Health Needs Assessment
Dr. Adam Houghton	Bloomington Primary Care	Family Medicine	Finance Committee	04/30/2024 (1)	Board Certified in Family Medicine (ABFM), Fellow of the American Academy of Family Physicians (FAAFP), Southern Illinois University School of Medicine Clinical Assistant Professor	Former Medical Director of the CI Pride Health Center, Carle BroMenn Ethics Committee, Carle BroMenn LGBTQ+ Community Advisory Council, Medical Director for Central Illinois Friends
Judy Neubrandner EdD, FNP-BC	Illinois State University	Hospice & Palliative Care	Grants Committee	04/30/2026 (2)	Illinois Association College of Nursing, Midwest Nursing	Community Health Care Clinic Board Member, Chestnut Health Systems

	Mennonite College of Nursing	and Grants Management			Research Society, American Nurses Association Illinois	Board Member, Illinois Association of Colleges of Nursing President
Carla Pohl	Illinois State University	Nursing and Oral Health Care	Finance Committee	04/30/2025 (1)	American Public Health Association Member, Illinois Public Health Association Member National Association of School Nursing Member	McLean County Board of Health, January 2020-Present McLean County Behavioral Health Funding Committee May 2019-Present
Karen Schmidt, Ph.D.	Retired IWU Faculty-Professor Emerita, Adjunct Faculty Member-Action Research Center	Community Development, Underserved Populations, Research and Grant Management, Youth Advocacy and Mentoring, Municipal Budgeting and Finance	Finance Committee, Chair  Executive Committee  Grants Committee	04/30/2024 (1)	American Library Association, YWCA Women of Distinction (2002), Multicultural Leadership Program Committee Service Award (2015), MLK Jr. Award, City of Bloomington (2020)	Bloomington City Council 1999-2019, Mayor Pro-Tem 2010-2019, West Bloomington Revitalization Project Board of Directors, Boys and Girls Club Community Advisory Council, United Way COVID Task Force and Housing Coalition Member, BN Welcoming (Immigrant Support Network)
Brad Secord	Wells Fargo Advisors	Investment	Finance Committee	04/30/2024 (1)	Wells Fargo Premier Advisor, Best in State Advisor (2022) Forbes	Second Presbyterian Church Elder (non-ruling), Past Member of Second Presbyterian Church Foundation Board and Ruling Elder of Finance Committee, former OSF Foundation board member, Former Beyond Books Educational Foundation Board Member

Karen Stipp, Ph.D.	Illinois State University School of Social Work	Social Determinants of Health, Health Care Access, Behavioral Health	Executive Committee, Chair  Grants Committee  Finance Committee	04/30/2026 (2)	National Association of Social Workers, Illinois Association of School Social Workers, ISU School of Social Work MSW Program Director	McLean County Community Health Advisory Council, Children's Home & Aid Home Visiting Community Advisory Board
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*\*Please note Executive Officer positions are subject to change based on the May 25, 2023, John M. Scott Health Care Commission meeting.*

## Appendix I: John M. Scott Health Care Commission By-Laws

### BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

#### ARTICLE 1: NAME

The name of the organization shall be the John M. Scott Health Care Commission (the “Commission”). The Commission is established under Article V of the John M. Scott Health Care Trust (the “Trust”), as amended.

#### ARTICLE II: PURPOSE

##### Section 1: Purpose & Objective.

According to the Trust, as amended (Article 3.1), the objective of the Commission is to advise the Trustee of the John M. Scott Health Care Trust in carrying out the purpose and intent of the Trust to provide grants to financially support organizations and initiatives that prevent illness and promote health and well-being of McLean County residents who have limited access to healthcare or the inability to pay for needed healthcare services.

##### Section 2: Non-Discrimination.

According to the Trust, as amended (Article 3.2), all grants and activities shall be made and conducted with equality and in a manner that is free from discrimination based on age, race, color, creed, ethnicity, religion, national origin, citizenship, marital status, sex, sexual orientation, gender identity or expression, physical or mental disability, veteran or military status, unfavorable discharge from the military service, criminal record, or any other basis prohibited by federal, state, or local law.

##### Section 3: Recommendations.

According to the Trust, as amended (Article 5.4), the Commission shall make recommendations on the following to the Trustee:

- A. Bylaws, appointments, annual budget, investment and program policies;
- B. Identification of unmet community needs based on review of existing community assessments;
- C. Allocation of funds to organizations and community initiatives, such as collaboration among organizations, to address unmet needs; and,
- D. Any other such matters as directed by the Trustee from time to time consistent with the intent of the Trust.

##### Section 4: Methods of Accomplishing the Objective and Purpose.

The Commission shall conduct business based on the principle that unmet healthcare needs exist among the economically disadvantaged residents of McLean County, Illinois. The Commission shall actively participate in selecting and recommending to the Trustee those goals and funding initiatives consistent with the intent of the Trust and as set forth in the Declaration of Trust, as may be amended. In the spirit of a working partnership, the Commission shall specifically work to:

## **BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION**

- A. Assess the status of the health care of the economically disadvantaged residents of McLean County.
- B. Support organizations and initiatives that are consistent with the intent of the Trust.
- C. Address needs that are underfunded or unfunded by other private and public resources, to accomplish the purpose of the Trust.
- D. Support community initiatives that encourage collaboration among organizations to improve access, quality and cost-effectiveness of services to the economically disadvantaged.

### **ARTICLE III: DUTIES AND RELATIONSHIPS**

#### **Section 1: Membership**

The following provisions shall govern the membership of the Commission.

A. According to the Amended Trust, Article 5.2, the Commission shall be comprised of (11) eleven members who are residents of McLean County or individuals employed in said county who are committed to the mission of the Trust, provide the diversity necessary to address the various needs of the local population, and have professional skills to accomplish the objective and purposes of the Trust. At least five health care professionals from multiple disciplines shall be appointed as well as experts in finance, grant administration, and the healthcare of the underserved population. Two of the health care disciplines shall include primary care and mental health. In accordance with the original Last Will & Testament of John M. Scott, one member also shall be appointed to represent Second Presbyterian Church of Bloomington, following recommendation by the Elders of said church.

B. All Commissioners serve at the pleasure of the Trustee. If necessary, after a term expires, a Commissioner may continue to serve as a voting member of the Commission until new appointments are made by the Trustee as a 'holdover officer' in consistency with the Trustee's policy for other boards and commissions.

C. The Commission may appoint from time to time ad hoc members, as deemed necessary for its purposes, such as to enhance skills required for the work of committees. Ad hoc members have no voting rights.

#### **Section 2: Appointments**

A. The Commission shall consist of eleven (11) members as designated in Article III, Section 1.A. All Commission member terms, except for those designated by the Declaration of Trust to serve, shall be for three (3) years. A Commissioner may serve more than one term but no more than three consecutive terms, unless such expertise is unavailable from others at the time, as determined by the Trustee and required to meet the objectives and purposes of the trust. Any individual office holder shall also be permitted to serve more than three consecutive terms.

## **BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION**

B. Any person appointed to fill a vacancy prior to the expiration of the term from a predecessor with the necessary skill set, will be eligible to serve for the remainder of such term and then serve for additional consecutive terms, as designated above.

### **Section 3: Voting and Conflicts of Interest**

A. Each member shall have one vote.

B. Whenever a Commissioner has a financial or personal interest in any matter coming before the body, the member shall a) fully disclose the nature of the interest and b) withdraw from discussion and voting on the matter. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval. A financial interest or affiliation may include, but isn't necessarily limited to, being an employee of an application organization, a volunteer board member of an applicant organization, having an immediate family member that is an employee of an applicant organization, being a donor to an applicant organization, and/or engaging in business transactions with an applicant organization.

### **Section 4: Removal**

Each of the appointed Commission members may be removed by the Trustee for cause on recommendation of the Commission to the Trustee or at the request of the Trustee. The Commission will immediately recommend a replacement based on needed expertise and criteria for membership.

### **Section 5: Resignation**

Any Commission member may resign by giving written notice to the Trustee and to the Commission chairperson. Such resignation shall take effect at the time specified in the written notice.

### **Section 6: Relationships**

A. Trustee: According to the Trust, as amended (Article 5.1), the Bloomington City Council acting in its role as Trustee of the Trust shall appoint by resolution the members of the Commission. The relationship of the Commission to the Trustee will be that of a trusted advisor. The Trustee will retain and exercise final decision making and fiduciary responsibility for administration of the Trust, including Commission membership, policy direction, funding or grant priorities, budgeting and appropriations.

To this end, as advisors, the Commission shall actively search for methods to improve the health care for the underserved, participate in selection of meaningful organizations and initiatives to fund; and recommend to the Trustee to either continue, alter, add, delete funding of current/new organizations and initiatives based on regular evaluation of outcomes and consistent with the intent of the Trust.

B. Staff Administrator: A Staff Administrator shall be appointed by the Trustee to act as the primary administrative resource to the Commission. The Staff Administrator shall:

1. Be a City employee.
2. Be directly responsible for maintaining all administrative and records and files, all

## **BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION**

financial documents and fiscal management in and for the name of the Trust, the Trustee and the Commission.

3. Be responsible for custody of the annual Court Reports and all formal Trust documents.
4. Be responsible for making the annual Trust Report to the Court, after first presenting said Report to the Commission for review, with final approval by the Trustee
5. Support planning and record keeping related to full Commission meetings.
6. Support the Grants Committee by administrating all grants management process and serving as administrator for related software.
7. Support the Finance Committee to develop a budget based on the City's accounting codes and on the minimum and maximum spending range permitted by the tools used to track investment performance. They will assist the Commission in preparing for and completing an independent, regular audit of financial affairs.
8. Support the Executive (Nominating) Committee related to the appointment of Commissioners by the Trustee to the Commission.
9. Report at least annually to the Trustee. This can be accomplished via submission of the annual Court Report.
10. The Staff Administrator shall be a non-voting member of the Commission and considered to be a representative of the Trustee when so directed.

### **ARTICLE IV: OFFICERS**

#### **Section 1: Officers.**

The officers of the Commission shall be Chairperson, Vice-Chairperson, Secretary, and Treasurer.

#### **Section 2: Election of Officers.**

Nomination and election of officers shall be made from the floor at any meeting prior to the beginning of the fiscal year. Candidates for each office receiving a simple majority of the membership present (a quorum being necessary), at the specified meeting shall be declared elected and shall serve for one year, or until their successors are elected. No officer shall serve more than three consecutive terms in the same office unless otherwise permitted by vote a majority of the members. Vacancies in offices shall be filled immediately by the election procedure specified above.

#### **Section 3: Duties of the Officers**

- A. Chairperson: The Chairperson shall preside at all meetings of membership and appoint committee membership with the approval of said membership. The Chairperson shall chair the Executive Committee.

## BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

- B. Vice-Chairperson: The Vice-Chairperson shall perform the duties of the Chairperson in the event of their absence, resignation or inability to perform their duties. The Vice-Chair shall chair the Grants Committee.
- C. Secretary: The secretary shall collaborate with the Staff Administrator in recording of minutes at all regular meetings in the absence of the Staff Administrator. The secretary shall also collaborate with the Staff Administrator to ensure that all communications to the public, including through the website, are current and valid.
- D. Treasurer: The treasurer shall provide oversight with the Staff Administrator in all aspects of Trust finances and shall serve as chairperson of the Finance Committee.

### ARTICLE V: COMMITTEES

#### Section 1: Committees.

The Commission shall consist of these standing committees.

- A. Executive Committee
- B. Finance Committee
- C. Grant Committee

Ad Hoc Committees may be created to perform certain specific functions on a temporary basis. These temporary committees will be disbanded when their specific functions have been served.

#### Section 2: Committee Structure and Duties.

With the exception of the Executive Committee, the number of committee members on each committee shall be subject to Committee needs and concomitant Commissioner expertise.

**A. Executive Committee.** The Executive Committee shall be chaired by the Commission Chairperson and be comprised of the four officers. The Staff Administrator will provide support to the Executive Committee as needed. The Executive Committee shall serve as a Nominating Committee for new Commissioners, submitting recommendations to the Commission based on criteria established in the Bylaws. The Executive Committee shall annually provide input on the Staff Administrator's performance to the Staff Administrator's direct supervisor. Additionally, the Executive Committee shall provide input on other issues that may arise to the Trustee.

**B. Finance Committee.** Finance Committee shall be chaired by the Treasurer and shall be responsible for the following: collaboration with the Staff Administrator on preparation of the annual budget; collaboration with Staff Administrator on the regular independent audit; review of ongoing financial policies and reports; recommendations and reporting to the Commission on the following: investment policies, performance of any outside investment manager, performance goals for the portfolio, and investment developments prior to the budgeting process.



## **BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION**

**C. Grant Committee.** The Grant Committee shall be responsible for recommendations to the Commission on the following: funding policies, community needs, and allocation of grant funds.

### **ARTICLE VI: MEETINGS**

#### **Section 1: Regular Meetings**

Regular meetings will be held at least quarterly, complemented by regular and special committee meetings. The Staff Administrator and Chairperson shall prepare the agenda for Commission meetings. Commission members shall submit agenda items to the Chairperson one week prior to the scheduled meeting. The Staff Administrator shall provide all members with the written agenda, or notice of cancellation for these meetings not less than three (3) calendar days in advance of the meetings.

The presiding officer for Commission meetings shall be the Commission Chairperson. If the Commission Chairperson cannot attend the meeting or serve as the presiding officer, the most senior Officer of the Commission present at the meeting shall become the presiding officer for the meeting. The seniority of Commission officers is as follows: Chairperson, Vice-Chairperson, Secretary, and Treasurer. If no Commission Officers are available, the Staff Administrator shall serve as the presiding officer of the meeting. This procedure shall be in effect for all Committee meetings as well.

#### **Section 2: Special Meetings**

Special meetings may be called by the Chairperson. The Staff Administrator shall notify all members in the manner directed by the Chairperson in advance of such special meetings. The notice shall specify the purpose of such meeting and no other business may be considered except by unanimous consent of the Commission members.

#### **Section 3: Quorum**

A simple majority of current members shall constitute a quorum. A quorum will be necessary to transact official business; however, informal discussion can take place when a quorum is not present. A simple majority vote of the voting members present shall be required to pass motions before the membership.

#### **Section 4: Attendance at Meetings**

The Commission can recommend, the Trustee, removal of a member from the Commission when they 1) do not attend the majority of regular Commission of committee meetings during one term year, or 2) are absent without excuse from three (3) consecutive Commission meetings. The Commission can recommend a replacement to continue the former Commissioner's term. The Trustee shall have final approval per Article III, Section 2.

Excused absences shall be defined as absences due to: (1) illness, health condition or medical appointment for the Commissioner or person for whom the Commissioner is legally responsible; (2) family emergency including, but not limited to, a death or illness in the family; (3) religious or cultural purpose including observance of a religious or cultural holiday; (4) planned travel when the Chairperson or Staff Administrator is notified in advance of the absence.

## **BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION**

### **Section 5: Committee Meetings**

Committees shall meet regularly as determined by the Committee's Chairperson in collaboration with committee members. The schedule of regular meetings shall be set early in the fiscal year to ensure accomplishment of all committee responsibilities. Minutes of all meetings shall be recorded, and upon approval, filed by the Staff Administrator. Commissioners may also attend Committee meetings other than those to which assigned.

### **Section 6: Transparency of meetings**

The Illinois Open Meetings Act shall not apply to the meetings of the Commission unless otherwise required by law. Notwithstanding, all actions and reporting of the Commission and its committees shall be conducted in a manner to ensure greatest transparency to the public.

### **Section 7: Virtual Meetings and Email Voting**

Meetings may be held virtually assuming all members participating can see and/or hear each other at the same time and methods to seek recognition, submit motions, and determine quorum and vote taking are followed. Members may participate virtually with full voting privileges, as long as all members can see and/or hear each other at the same time and methods to seek recognition, submit motions, and determine quorum and vote taking are followed.

Email voting is permitted if a single item requires immediate attention by the Commission. The Commission Chairperson may request that the Staff Administrator setup an email vote under the following rules. The Staff Administrator shall email all Commissioners, in one email, the item requiring a vote and any supporting documentation. The Commission will then have 48 hours to debate, discuss, make motions, and vote on the item via email. For discussion, motions, or votes to count and be entered as a part of the formal record, they must be in email format and sent to all Commissioners on the email chain.

### **Section 8: Citizen Participation**

In keeping with the spirit and intent of the Trust, the Commission may desire to receive input from concerned citizens, groups and/or agencies regarding unmet health care needs within McLean County. This will be accomplished in the following manner.

1. **Scheduled Participation.** Any person, group, and/or agency having business, i.e., concerns for unmet health care needs, may speak when prior arrangements to do so have been made with the Chairperson of the Commission or one of its Committees. A specific time to speak will be reserved on the agenda.
2. **Unscheduled Participation.** Any person, group and/or agency having business, i.e. concerns for unmet health care needs, not having made prior arrangements with the Chairperson to speak before the Commission may be allowed to speak upon passage of a motion to suspend the Rules temporarily to allow citizens to address the Commission.

### **Section 9: Executive Session**

## **BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION**

An executive session of the board may be called by the Chairperson under the following circumstances: (a) on the advice of legal counsel or the Trustee, (b) to discuss current pending legal matters, (c) to consult with the auditors and consultants, (d) to acquire or dispose of property, (e) to discuss or act on personnel issues, or (f) to address such other matters as the commission deems appropriate. At the option of the Chairperson, or upon majority vote of the commissioners, an executive session of the commission may be called. While in executive session, only commission members and individuals invited by the Chairperson may be present. At the option of the Chairperson, officers and other persons may be excused. Commission members may discuss the business conducted in an executive session only with other commission members, persons present in the executive session by invitation of the Chairperson, and others upon advice of counsel. Those present will be reminded that the executive session deliberations and minutes are confidential.

### **ARTICLE VII: PARLIAMENTARY AUTHORITY**

#### **Section 1: Election to Use Robert's Rules**

The Chairperson may but is not required to adopt and use the latest published "Robert's Rules of Order Revised" at any meeting to serve as a guide in so far as is applicable and consistent with these Bylaws.

### **ARTICLE VIII: FINANCES**

#### **Section 1: Funds from the Trust**

The Commission may request monies from the Trust or Staff Administrator from the City of Bloomington administration to enable it to adequately carry out its responsibilities, provided such requests are submitted in writing to the Trustee, and are in harmony with the provisions of the Trust itself.

#### **Section 2: Gifts and Donations**

As stipulated by the Amended Trust Article 6.4, any gift or donation received by the Commission from either the public or private groups and/or individuals to help them carry out the provisions of the Trust, shall be turned over to the Trustee to be used in accordance with the Trust itself. However, no such gifts or donations shall be received or accepted if conditioned or limited so as to require use for other than the intent and purposes stated in the Trust, unless the Trustee first elects to apply for and receives prior approval from the Court.

### **ARTICLE IX: INDEMNIFICATION & INSURANCE**

#### **Section 1: Indemnification**

As permitted by the Amended Trust Article 7.13, the Trustee may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the trust) by reason of the fact that they are or were a member, officer, employee, or agent of

## BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

the Trust or Commission, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interests of the Commission and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful.

### Section 2: Determination of Conduct

Any indemnification under this Article (unless ordered by a court) shall be made by the Trustee only as authorized in the specific case, upon a determination that indemnification of the member, officer, employee, or agent is proper in the circumstances because they have met the applicable standard of conduct set forth in Section 1 of this Article. Such determination shall be made by the Trustee.

### Section 3: Insurance

As permitted by the Amended Trust Article 7.12, the Trustee shall, if such coverage is available, purchase and maintain insurance on behalf of any person who is serving as a Commissioner, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of their status as such.

## ARTICLE X: AMENDMENT OF BYLAWS

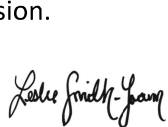
### Section 1: Bylaw Review & Amendment

The Bylaws shall be reviewed periodically by the Commission who shall make recommendations for changes and amendments to the Trustee. The Trustee shall have sole discretion to alter or amend these Bylaws, according to the Amended Trust Article 5.3.

### CERTIFICATE OF ADOPTION OF BYLAWS

I do hereby certify that the above stated Bylaws of the John M. Scott Healthcare Commission were approved by the Trustee on May 23, 2022 and constitutes a complete copy of the Bylaws of the commission.

Attest:




Leslie Smith-Yocum, City Clerk

PREPARED BY: Thomas E. Herr Dunn Law Firm, LLP 1001 N. Main St., Suite A Bloomington, IL 61701  
Telephone: 309-828-6241 Fax: 309-828-8321

## John M. Scott Health Care Commission September 24, 2024 Meeting Minutes

Meeting: September 24, 2024, via Zoom

### Attendance

Commissioners Present: Judy Neubrandner, Karen Schmidt, Karen Stipp, Feli Sebastian, Catharine Crockett, Lora Passetti, Catherine Porter, and Angela Chasensky.

Commissioners Absent: Brad Secord, Elaine Hardy, and William Ray.

Staff: William Bessler (Economic & Community Development Grants Manager) and Joni Gerard (Staff Administrator).

### Call to Order

Chairperson and Presiding Officer Neubrandner called the meeting to order at approximately 7:01 PM. Ms. Gerard called the roll. Quorum present.

### Consent Agenda

Chairperson Neubrandner introduced the Consent Agenda and asked for a motion to approve as presented. Commissioner Schmidt motioned to approve the consent agenda as presented. Commissioner Sebastian seconded the motion. Ayes: Neubrandner, Schmidt, Crockett, Stipp, Sebastian, Chasensky, and Passetti. Nays: None. Abstains: None. Motion carries.

### Action Item

*Approval of the Draft Fiscal Year 2024 Trust Report with any Changes Requested by the Trust Legal Counsel.* Chairperson Neubrandner introduced action item A and shared that the Grants Committee reviewed in depth and is recommending approval. Chairperson Neubrandner led Commission discussion which included comments on the total number of those served in the community.

With no further discussion, Chairperson Neubrandner asked for a motion and a seconded to approve action item A as presented. Commissioner Schmidt made a motion to approve. Commissioner Passetti seconded. Chairperson Neubrandner asked for a roll call vote. Ms. Gerard called roll. Ayes: Neubrandner, Stipp, Crockett, Passetti, Schmidt, Chasensky, and Sebastian. Nays: None. Abstains: None. Present: None. Motion passed.

### Discussion Items

*Fiscal Year 2026 Application Evaluation.* Chairperson Neubrandner introduced discussion item A stating scoring assignments will be generated once the application is closed.

Ms. Gerard reviewed the application deadline and scoring timeline with the Commission. Ms. Gerard noted additional scorers might be needed and asked the Commission to send in names and contact information of any potential scorers.

Mr. Bessler provided an overview of the timeline and the operational details of past grant cycle scoring. Mr. Bessler shared the current scorers contact listing for the Commission to review.

There was no further discussion.

#### Executive Session

No executive session scheduled.

#### Discussion of Non-Agenda Items

Chairperson Neubrandner asked if there were any non-agenda items the Commission members would like to discuss. There were none.

#### Adjournment

Chairperson Neubrandner asked for a motion to adjourn. Commissioner Chasesnky motioned to adjourn the meeting. Commissioner Schmidt seconded the motion. Meeting adjourned via voice vote at approximately 7:15PM.



## **CONSENT AGENDA ITEM NO. 8.D.**

**FOR COUNCIL:** November 12, 2024

**WARD IMPACTED:** Ward 2

**SUBJECT:** Consideration and Action on a Supplemental Resolution for Improvement Under the Illinois Highway Code, for Motor Fuel Tax (MFT) Funds to be used for the purchase of Right-Of-Way and Easements for the Fox Creek Road & Bridge Project, in the Amount Not to Exceed \$85,169, as requested by the Department of Operations & Engineering Services.

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

**STRATEGIC PLAN LINK:**

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 2a. Better quality roads and sidewalks

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

**BACKGROUND:** If approved, the City will commit additional Motor Fuel Tax ("MFT") funding to pay for land acquisition for Fox Creek Road & Bridge. On September 24, 2018, Council approved Resolution No. 2018 - 053 (original resolution) for land acquisition, in the amount of \$80,000. Once approved by the City and the Illinois Department of Transportation (IDOT), the MFT Resolution will allow the City to use State MFT funds. If approved, the additional \$85,169 will bring the total to \$165,169 for land acquisition for Fox Creek Road. In order to complete the project, staff and consultants have been working on acquiring easements and right-of-way along Fox Creek Road. There are 14 easements and rights-of-way to be acquired. More information about this project is available on the Fox Creek Road & Bridge Improvements project webpage.

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

**FINANCIAL IMPACT:** If approved, a Supplemental Resolution for Improvement Under the Illinois Highway Code, in the amount not to exceed \$85,169, for MFT Funds will be used for the purchase of Right-Of-Way and Easements for the Fox Creek Road & Bridge Project. The Supplemental Resolution appropriates \$85,169 to be spent from the City's MFT Fund-Land account (20300300-72510). No funds are actually spent with approval of this resolution. If approved, the City will work with property owners for the 14 easements and rights-of-way to be acquired. Stakeholders can locate this project in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 223, 229, 230 and 231.

Respectfully submitted for consideration.

Prepared by: Brock Sutton, Engineer

**ATTACHMENTS:**

DOES 1B Resolution  
DOES 1C Project Map





Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

**Supplemental**

Resolution Number

Section Number

**06-00337-00-BR**

BE IT RESOLVED, by the **Council**

Governing Body Type

of the **City**

Local Public Agency Type

of **Bloomington**

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by **Contract**

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Fox Creek Road	0.47	FAU 6429	Danbury Drive	Beich Road

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Fox Creek Road	057-6343			UPRR

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

**Supplemental Land Acquisition for Fox Creek Road and Bridge Improvements**

2. That there is hereby appropriated the sum of **eighty five thousand one hundred sixty nine and 00/100**

Dollars ( **\$85,169.00** ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, \_\_\_\_\_ **City** Clerk in and for said **City**  
Name of Clerk Local Public Agency Type Local Public Agency Type

of **Bloomington** in the State aforesaid, and keeper of the records and files thereof, as provided by

Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

**Council** of **Bloomington** at a meeting held on **November 12, 2024**

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ .  
Day Month, Year

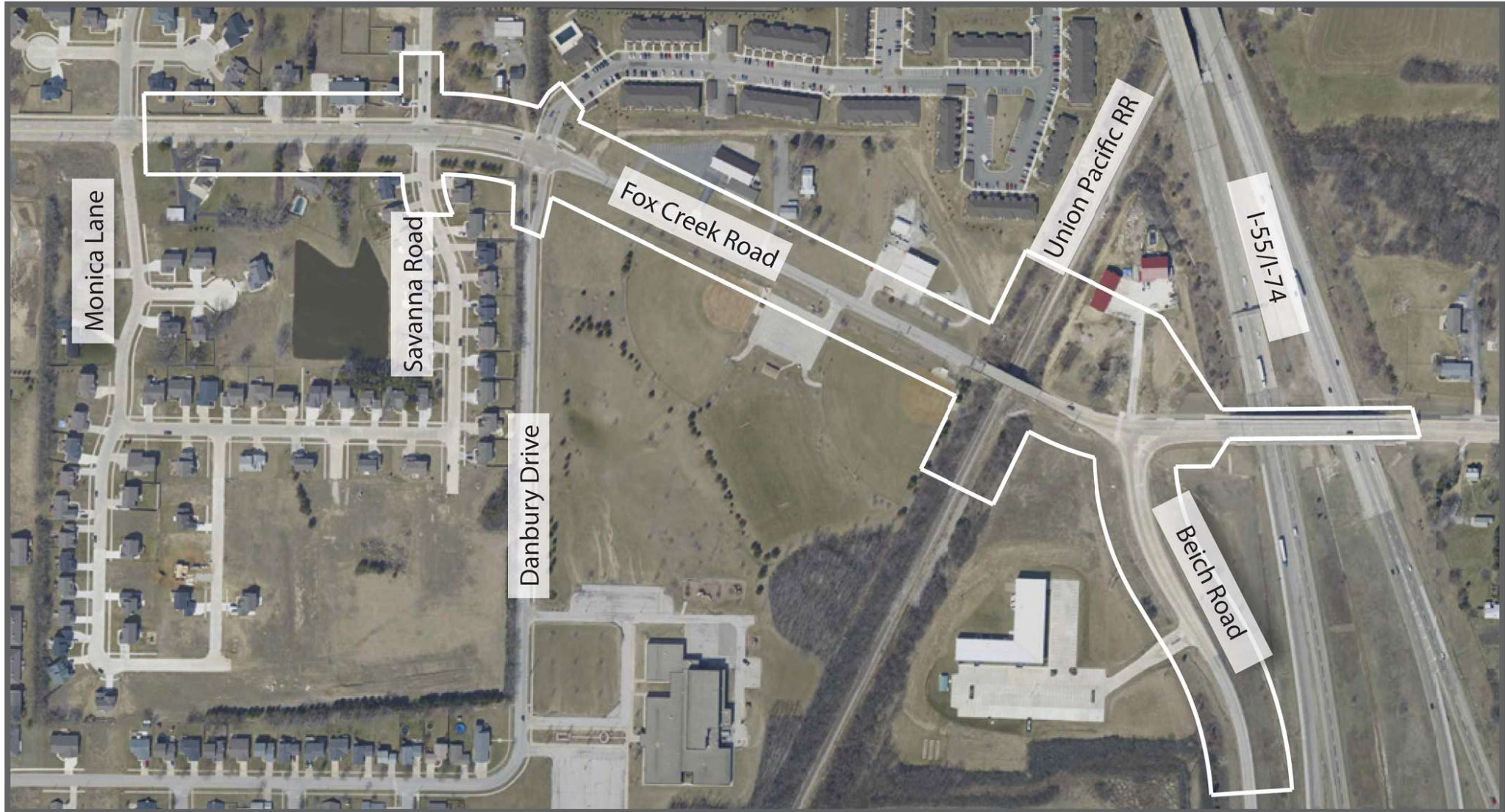
(SEAL, if required by the LPA)

Clerk Signature & Date

**Approved**

Regional Engineer Signature & Date  
Department of Transportation

# Fox Creek Road & Bridge Improvements





## **CONSENT AGENDA ITEM NO. 8.E.**

**FOR COUNCIL:** November 12, 2024

**WARD IMPACTED:** Ward 2

**SUBJECT:** Consideration and Action on (1) a Supplemental Resolution for Improvement Under the Illinois Highway Code, in the Amount Not to Exceed \$109,933; (2) a Resolution Approving the Preliminary/Construction Engineering Services Agreement Supplement for Motor Fuel Tax (MFT) Funds, with Alfred Benesch & Company, in the Amount Not to Exceed \$109,933, as requested by the Department of Operations & Engineering Services.

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

**STRATEGIC PLAN LINK:**

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 2a. Better quality roads and sidewalks

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

**BACKGROUND:** If approved, the City will commit Motor Fuel Tax ("MFT") funding to pay for a proposed supplement to the Professional Services Contract with Alfred Benesch & Company ("Benesch") for Fox Creek Road & Bridge. The proposed supplement and separate agreement include design scope changes to complete the environmental coordination that has previously expired and update the engineering plans. The environmental coordination to be updated includes a new Preliminary Environmental Site Assessment and Preliminary Site Investigation. Other additional efforts involve the topographic survey required to address comments from the Union Pacific Railroad, updating the bridge structure plans to address recently released guidelines from the Illinois Department of Transportation (IDOT), and water main relocation design, and coordination, quality assurance, and administration associated with the additional work. This project currently has an estimated letting date of March 2025. This supplement is not anticipated to affect the estimated project timeline.

Additional details on the fee and scope changes can be found in the attached documents. Council approved the original agreement with Benesch on March 10, 2014, in the amount of \$477,504.35. On June 24, 2020, Council approved a Supplemental Resolution for Improvement Under the Illinois Highway Code for Preliminary/Construction Engineering Services that modified the agreement by \$175,000, bringing the total cost of design to \$652,504.35. On February 26, 2024, Council approved a second Supplemental Resolution for Improvement Under the Illinois Highway Code for Preliminary/Construction Engineering Services that modified the agreement by \$472,431. With the proposed changes, the total design cost would be \$1,234,868.35.

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

**FINANCIAL IMPACT:** If approved, a Supplemental Resolution for Improvement Under the

Illinois Highway Code, in the amount not to exceed of \$109,933, and a Preliminary/Construction Engineering Services Agreement Supplement for MFT Funds, in the amount not to exceed \$109,933, will be executed for the Fox Creek Road & Bridge Project. There will be one purchase order for Alfred Benesch & Company in the amount of \$109,933. This will be paid for out of the Motor Fuel Tax-Architectural Services for Capital Account (20300300-70051). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 223, 229, 230 and 231.

Respectfully submitted for consideration.

Prepared by: Brock Sutton, Engineer

**ATTACHMENTS:**

[DOES 2B IDOT Resolution](#)

[DOES 2C Resolution](#)

[DOES 2D Resolution Exhibit A](#)

[DOES 2E Project Map](#)





Is this project a bondable capital improvement?

☐ Yes ☐ No

Resolution Type

**Supplemental**

Resolution Number

Section Number

**06-00337-00-BR**

BE IT RESOLVED, by the **Council** of the **City**

Governing Body Type

Local Public Agency Type

of **Bloomington**

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by **Contract**

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Fox Creek Road	0.47	FAU 6429	Danbury Drive	Beich Road

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Fox Creek Road	057-6343			UPRR

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Supplemental Phase II design services and corresponding work for the Fox Creek Road and Bridge Improvements.

2. That there is hereby appropriated the sum of **one hundred nine thousand nine hundred thirty three and 00/100**

Dollars ( **\$109,933.00** ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, \_\_\_\_\_ **City** Clerk in and for said **City**  
Name of Clerk Local Public Agency Type Local Public Agency Type

of **Bloomington** in the State aforesaid, and keeper of the records and files thereof, as provided by

Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

**Council** of **Bloomington** at a meeting held on **November 12, 2024**

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ .  
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

**Approved**

Regional Engineer Signature & Date  
Department of Transportation

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

**A RESOLUTION APPROVING A PRELIMINARY/CONSTRUCTION ENGINEERING SERVICES AGREEMENT SUPPLEMENT FOR MOTOR FUEL TAX (MFT) FUNDS, WITH ALFRED BENESCH & COMPANY, IN THE AMOUNT NOT TO EXCEED \$109,333**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending A Preliminary/Construction Engineering Services Agreement Supplement MFT Funds (“AGREEMENT”) between the City of Bloomington and Alfred Benesch & Company for the Fox Creek Road and Bridge Improvements Project (“PROJECT”); and

**WHEREAS**, the Preliminary/Construction Engineering Services Agreement Supplement for MFT Funds is attached (Exhibit A); and

**WHEREAS**, the PROJECT will increase the safety and capacity of Fox Creek Road and provide multi-modal access to cross Union Pacific Railroad; and

**WHEREAS**, the AGREEMENT includes design scope changes to complete the environmental coordination that has previously expired, including a new Preliminary Environmental Site Assessment and Preliminary Site Investigation, and update the engineering plans; and

**WHEREAS**, the AGREEMENT also includes additional efforts that involve the topographic survey required to address comments from the Union Pacific Railroad, updating the bridge structure plans to address recently released guidelines from the Illinois Department of Transportation (IDOT), and water main relocation design, and coordination, quality assurance, and administration associated with the additional work; and

**WHEREAS**, the PROJECT contributes to Strategic Plan objectives to have better quality roads and sidewalks and a well-planned City with necessary services and infrastructure; and

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

**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 AGREEMENT, and any other necessary documents.

**PASSED** this 12th day of November 2024.

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

**CITY OF BLOOMINGTON**

**ATTEST**

---

Mboka Mwilambwe, Mayor

---

Leslie Smith-Yocum, City Clerk



## Exhibit A

Local Public Agency  
Engineering Services Agreement

Using Federal Funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agreement For <b>MFT PE</b>	Agreement Type <b>Supplement</b>	Number <b>3</b>
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## LOCAL PUBLIC AGENCY

Local Public Agency <b>Bloomington</b>	County <b>McLean</b>	Section Number <b>06-00337-00-BR</b>	Job Number
Project Number	Contact Name	Phone Number	Email

## SECTION PROVISIONS

Local Street/Road Name <b>Fox Creek Road</b>	Key Route <b>FAU 6429</b>	Length <b>0.47 Mile</b>	Structure Number <b>057-6343</b>
Location Termini <b>Danbury Drive to Beich Road</b>			<b>Add Location</b> <b>Remove Location</b>

## Project Description

This project consists of the upgrade or reconstruction of an existing two-lane bridge over the UPRR with a new four-lane facility, which will include sidewalk on the south side and a bike trail on the north side, as well as the widening and reconstruction of the roadway.

Engineering Funding	<input checked="" type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	<b>Local</b>
Anticipated Construction Funding	<input type="checkbox"/> Federal <input checked="" type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	<b>Local and GCPF</b>

## AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

## CONSULTANT

Prime Consultant (Firm) Name <b>Benesch</b>	Contact Name <b>Andrew Keaschall</b>	Phone Number <b>(312) 565-0450</b>	Email <b>akeaschall@benesch.com</b>
Address <b>35 W. Wacker Drive, Ste 3300</b>	City <b>Chicago</b>	State <b>IL</b>	Zip Code <b>60601</b>

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded



## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- ☐ EXHIBIT \_\_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- ☐ Percent
- ☐ Lump Sum
- ☐ Specific Rate

☒ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where  $FF = (0.33 + R) DL + \%SubDL$ , where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

#### AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Benesch	36-2407363	\$86,279.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Huff & Huff, a subsidiary of GZA	36-3044842	\$23,654.00
Subconsultant Total		\$23,654.00
Prime Consultant Total		\$86,279.00
Total for all work		\$109,933.00

## AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The 

Local Public Agency Type
City

 of 

Local Public Agency
Bloomington

By (Signature & Date)

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By (Signature & Date)

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Local Public Agency

Bloomington

Local Public Agency Type

City

Clerk

Title

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(SEAL)

Executed by the ENGINEER:

Attest: 

Prime Consultant (Firm) Name
Benesch

By (Signature & Date)

	10/30/2024
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Title

Vice President

By (Signature & Date)

	10/30/2024
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Title

Senior Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bloomington	Benesch	McLean	06-00337-00-BR

**EXHIBIT A  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Please see attached Exhibit A.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bloomington	Benesch	McLean	06-00337-00-BR

EXHIBIT B PROJECT SCHEDULE			
Phase I and Phase II are scheduled to be completed in 2024-2025 with intent to construct in 2025/2026.			

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bloomington	Benesch	McLean	06-00337-00-BR

**Exhibit C**  
**Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
	Project Criteria	Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>



## SCOPE OF SERVICES

### PHASE I AND PHASE II DESIGN ENGINEERING SERVICES FOR FOX CREEK ROAD IMPROVEMENTS

#### INTRODUCTION

This scope of work is presented to the City of Bloomington for the update of the environmental documents for the improvement of Fox Creek Road. This work will meet the requirements of the Illinois Department of Transportation (IDOT). This scope of work also includes Phase II hours for coordination and updating the bid documents to a local letting at a future date. This scope of work does not include hours to redesign Phase II elements if there are changes due to the Phase I environmental document updates.

The task numbers listed below are from the original contract.

#### **1. Topographic Survey**

In response to the UPRR comments on the final submittal of the structure plans, a drone survey was completed to obtain additional data on the existing track profile and drainage within the UPRR ROW. The field work was coordinated with the bat assessment listed in task 11. With the decision to obtain the information using a drone survey, the required Right of Entry permit and fee was not necessary, and the work was able to be completed under a Non-Inclusive Civil Engineering Permit at no cost. The required third-party flagging cost was minimized to one day for both tasks.

#### **8. Structural Plans**

Pre-final plans were submitted in November 2020 and the watermain alignment was coordinated with the City prior to this submittal. The UPRR permit for a utility crossing was prepared at that time and design was at 95% completion. When the project was reactivated in early 2024, during a meeting with the City, the City expressed a desire to keep the watermain on the south side of the structure and offered an outage for construction. Previously, the existing watermain was to remain in service until the proposed watermain was constructed. With this change in scope, the staging, bridge, and watermain plans require revisions.

In July 2024, IDOT released ABD Memo 24.4 with updated strand patterns and charts for IL PPC beams. Beam design for the revised allowable strand patterns, debonding locations and beam spacing will have to be revised per the new requirements. Framing plan, beam details, camber and top of slab elevations to be designed per the latest design requirements.

## **9. Coordination**

Currently contract docs are based on 2024 IDOT standards and special provisions. The contract docs must be updated to 2025 or 2026 IDOT standards and special provisions. With the introduction of the environmental document updates to the project, there will be additional coordination between Phase I and Phase II. With Phase II in the final plan stage, this is a unique sequencing for a project. It is anticipated the Phase II staff will lend the historical aspect to the Phase I study.

## **11. Environmental Studies:**

The following environmental tasks will be completed:

### Amended Environmental Survey Request

The Amended Environmental Survey Request (AESR) was submitted to obtain signoffs on biological, wetlands and cultural resources. This work effort consisted of preparation of an aerial base photo with existing right-of-way and areas for screening (conservative estimate of future right-of-way/easements) identified. The AESR and support documents were submitted electronically to IDOT Bureau of Local Roads for processing. This task also includes incidental coordination related to the AESR submittal and review.

### Bat Assessment

A site visit and assessment were required and this task was coordinated with the drone survey in task 1. In-house staff provided this service.

### Preliminary Site Assessment (PESA)

A Preliminary Site Assessment (PESA) will be prepared for the project limits. The process will follow IDOT requirements as outlined in BDE #66-10A and the “Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Highway Projects”. No soil sampling is included in this task. Tasks will include historical research, site evaluation, records review and report preparation.

### Preliminary Site Investigation (PSI)

Please see Huff & Huff attached scope of work.

## **13. Quality Assurance**

This task includes the addition of quality checks.

## **14. Administration**

This task includes the addition of monitoring the new items of work and coordinating with a new subconsultant in Supplement 3.

**City of Bloomington**  
**Fox Creek Road Improvements - Phase II**  
**Summary of Hours**

<b>Task</b>	<b>DESCRIPTION</b>	<b>Total Benesch Hours</b>	<b>Total Direct Costs</b>
1	Topographic Survey	28	65
8	Structural Plans	112	0
9	Coordination	120	0
11	Environmental Studies	156	1870
13	Quality Assurance	16	0
14	Administration	8	0
	<b>TOTAL</b>	<b>440</b>	<b>\$1,935</b>

**City of Bloomington**  
**Fox Creek Road Improvements - Phases I and II**  
**Estimate of Hours and Direct Costs**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>Direct Cost</b>
<b>1</b>	<b>Topographic Survey</b>	<b>Benesch</b>	<b>Direct Cost Estimate</b>
	Drone survey for extended track profile per UPRR comments. Coordinate UPRR permit and schedule with RailPros flagging on same day as bat assessment. Process survey, design and add to plans	20	1 vehicle at \$65/day
	Site visit (observations, photos and data verification) 1 staff x 1 visits x 8 hrs/visit (includes prep/documentation)	8	Coordinated with bat assessment item below
	<b>Sub-Total Task 1 =</b>	<b>28</b>	<b>\$65.00</b>
<b>8</b>	<b>Structural Plans</b>	<b>Benesch</b>	<b>Direct Cost Estimate</b>
	Watermain design revision after perviously approved design through prefinal submittal	32	
	Beam design, camber and screeds updated per IDOT ABD Memo 24.4	80	
	<b>Sub-Total Task 8 =</b>	<b>112</b>	
<b>9</b>	<b>Coordination</b>	<b>Benesch</b>	<b>Direct Cost Estimate</b>
	Update plans, special provisions, and cost estimate for final comments and a 2025 letting	120	
	<b>Sub-Total Task 9 =</b>	<b>120</b>	
<b>11</b>	<b>Environmental Studies</b>	<b>Benesch</b>	<b>Direct Cost Estimate</b>
	Prepare and submit Amended Environmental Survey Request (AESR) package of forms and exhibits. Includes exhibit and resource database reviews (HARGIS, wetlands, etc.)	32	
	Bat assessment - includes 1 site visit, analysis, form, permit, flagging, travel expense	24	RailPros - third party flagger \$1000, Travel - airfare, hotel, car - \$870
	PESA resubmittal	100	
	<b>Sub-Total Task 11 =</b>	<b>156</b>	<b>\$1,870.00</b>
<b>13</b>	<b>Quality Assurance</b>	<b>Benesch</b>	<b>Direct Cost Estimate</b>
	QA/QC (4% of total hours)	16	
	<b>Sub-Total Task 13 =</b>	<b>16</b>	
<b>14</b>	<b>Administration</b>	<b>Benesch</b>	<b>Direct Cost Estimate</b>
	Process supplement	8	
	<b>Sub-Total Task 14 =</b>	<b>8</b>	

<b>Local Public Agency</b> City of Bloomington	<b>County</b> McLean	<b>Section Number</b> 06-00337-00-BR
<b>Prime Consultant (Firm) Name</b> Alfred Benesch & Co.	<b>Prepared By</b> Joann Majewski	<b>Date</b> 10/24/2024
<b>Consultant / Subconsultant Name</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<b>Job Number</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

### PAYROLL ESCALATION TABLE

<b>CONTRACT TERM</b>	12	MONTHS	<b>OVERHEAD RATE</b>	166.09%
<b>START DATE</b>	12/1/2024		<b>COMPLEXITY FACTOR</b>	2.00%
<b>RAISE DATE</b>	1/1/2025		<b>% OF RAISE</b>	2.00%
<b>END DATE</b>	11/30/2025			

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	12/1/2024	1/1/2025	1	8.33%
1	1/2/2025	12/1/2025	11	93.50%

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The total escalation = 1.83%

City of Bloomington

McLean

06-00337-00-BR
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DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)	1	\$130.00	\$130.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost	1	\$30.00	\$30.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	1	\$600.00	\$600.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	1	\$65.00	\$65.00
Vehicle Rental	Actual Cost (Up to \$55/day)	2	\$55.00	\$110.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Third Party RR Flagging	Actual Cost	1	\$1,000.00	\$1,000.00
				\$0.00
				\$0.00
				\$0.00



City of Bloomington

McLean

06-00337-00-BR

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## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

**COMPLEXITY FACTOR** 0

74,728

City of Bloomington

McLean

06-00337-00-BR

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## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

**SHEET** 1 **OF** 2

228

City of Bloomington

McLean
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06-00337-00-BR

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## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

**SHEET 2 OF 2**

PAYROLL  CLASSIFICATION	AVG HOURLY RATES	Administration																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	86.00																		
Project Manager II	75.23	8	100.00%	75.23															
Project Manager I	64.33																		
Project Engineer II	58.35																		
Project Engineer I	48.50																		
Designer II	46.33																		
Designer I	39.00																		
Technical Manager II	70.27																		
Technical Manager I	62.53																		
Sr Technologist	56.52																		
Project Assistant II	35.74																		
TOTALS		8.0	100%	\$75.23	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



A Subsidiary of GZA



October 24, 2024

via email: [bdurbahn@benesch.com](mailto:bdurbahn@benesch.com)

Ms. Brenda Durbahn – Project Manager  
Alfred Benesch & Company  
35 W. Wacker Drive – Suite 3300  
Chicago, Illinois 60601

**Re: Phase II Environmental Services – PSI Work Plan and PSI  
Fox Creek Road – Bloomington, McLean County, Illinois  
Proposal No. 81.P013112.25**

Dear Ms. Durbahn:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (GZA) is pleased to submit this Scope to Alfred Benesch & Company (Client) to provide Phase II environmental services for the proposed Fox Creek Road Improvements Project. The proposed Project Corridor extends from approximately 400 feet west of the intersection of Savanna Road to approximately 150 feet east of Beich Road, approximately 2,500 feet in length, in Bloomington, Illinois. Client has requested completion of a Preliminary Site Investigation (PSI) Work Plan and PSI for the select portions for the planned improvement area, consistent with the PSI previously completed (June 11, 2021 and revised June 25, 2021).

It should be noted that for projects completed in IDOT District 1, PSIs typically include documentation for off-site final disposition of soils at a clean construction and demolition debris (CCDD) or uncontaminated soil fill operation (USFO) facility. However, for this project in IDOT District 5 Client currently does not anticipate the need for inclusion of CCDD documentation. However, since GZA completes projects on behalf of IDOT in District 5 that include LPC-663 Form documentation, we have included that in our current scope.

It is our understanding that the improvements are anticipated to include areas of bridge reconstruction, roadway widening/reconstruction, intersection improvements, storm sewer installation, and water main improvements. For the 2021 PSI, GZA was provided a previously completed Preliminary Environmental Site Assessment (PESA) for the Project Corridor which identified Recognized Environmental Condition (REC) sites corresponding with the Bloomington Township Municipal Building and the Union Pacific Railroad adjacent to the east of the Township building. The PESA identified the remaining land use along the Project Corridor as a mix of residential, commercial, civic, and municipal properties. Since the historical PESA is outdated, we understand that Client will prepare a new PESA which shall also be utilized as the basis for completing the PSI proposed in this scope of services.

Per discussion with Client and consistent with the originally completed PSI, this PSI will be limited to areas adjacent to the RECs and we have assumed the possibility of one (1) additional REC site will be identified to ensure we have an appropriate scope to adjust for current conditions should the findings of the PESA being completed by Client differ from the original PESA.

GEOTECHNICAL  
ENVIRONMENTAL  
ECOLOGICAL  
WATER  
CONSTRUCTION  
MANAGEMENT

915 Harger Road  
Suite 330  
Oak Brook, IL 60523  
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F: 630.684.9120  
[www.huffnhuff.com](http://www.huffnhuff.com)  
[www.gza.com](http://www.gza.com)



## **1. SCOPE OF SERVICES**

Based on the location of the Project Corridor within District 5, it is anticipated that completion of a PSI Work Plan is necessary to be approved by IDOT prior to beginning PSI activities. An expanded sampling suite consistent with PSIs completed by IDOT BDE is anticipated to appropriately classify soils using descriptions in *Article 669.05*.

### **Task 1 - Preliminary Site Investigation (PSI) Work Plan**

GZA will review the Plans the Client previously provided to identify potential borings locations and assess potential sampling depths. A PSI Work Plan will be prepared which discusses the proposed work among which includes:

- Discussion of REC site background (referenced from PESA);
- Health and safety;
- General sampling approach;
- Soil Sampling methodology;
- Groundwater sampling methodology;
- Sample handling, decontamination & investigation-derived waste;
- Analytical methodology and procedures;
- Drilling and analytical contractors;
- Anticipated PSI Report scope of work; and
- Project Organization, Schedule, and Cost Estimate

It is anticipated that the PSI Work Plan will require approval from IDOT prior to beginning PSI sampling activities.

### **Task 2 - Preliminary Site Investigation (PSI)**

GZA will complete a PSI for the Project Corridor with the scope identified in the PSI Work Plan. For budgetary purposes, GZA has made assumptions regarding sampling locations based on preliminary review of the Plans and PESA provided by Client and anticipates sampling at the original five (5) locations, plus an additional two (2) if necessary, for a total of up to seven (7) borings/samples along the Project Corridor. Soil borings are not anticipated to be collected within areas of railroad ROW as the areas are expected to be considered to consist of Article 669.05 a(5) soils, generally consistent with IDOT risk management approach.

#### **A. Soil Borings and Soil Sampling**

Prior to sampling, GZA will mobilize to the Project Corridor to mark boring locations with lathe and or spray paint for purposes of providing the drilling subcontractor with locations requiring utility clearance.

It is anticipated that one day of field effort will be required with up to seven (7) borings completed. The borings will be advanced by a GZA subcontractor and soil samples collected for laboratory analysis to address sites identified as RECs/PIPs. The depths of the soil borings will be dependent upon design details to account for depths of proposed disturbance. GZA will finalize depths of planned borings prior to mobilization consistent with project plans as provided by Client, in conjunction with PESA findings. Currently, it is estimated that borings will be advanced to depths of approximately 10 feet below ground surface. It is anticipated that GZA activities will be conducted off shoulder; however, traffic control services are included herein for budgetary purposes.



## **B. Analytical**

For budgetary purposes, it is anticipated that one sample will be submitted for laboratory analysis from each boring, for a total of up to seven (7) samples proposed for analysis of:

- 22 Total metals (TAL minus Aluminum)
- SPLP/TCLP Metals (8 RCRA and Be, Co, Cu, Fe, Mn, Ni, and Zn)
- Volatile organic compounds (VOCs)
- Semi-volatile organic compounds (SVOCs)
- Soil pH

## **C. PSI Report Preparation**

A report summarizing the results of the soil sample collection activities and analytical results will be prepared for areas of the planned improvements for which soil samples were collected. This document will present information for the areas sampled pertinent for the bidding documents regarding conditions of soils tested, handling and final disposition considerations to aid in development of applicable quantities, special provisions, and pay items. GZA intend to include an LPC-663 Form as an appendix to the PSI Report for areas of soils that are eligible for consideration of off-site final disposition at a CCDD facility as previously discussed.

### **Task 3 – QA/QC**

Time under this task includes QA/QC time for the PSI Work Plan PSI report as described above.

### **Task 4 – Project Administration**

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, document production and other in-house management activities.

### **Task 5 – Special Provisions Assistance**

Time under this task includes personnel time to assist the City of Bloomington with preparing Special Provision language to address soil types identified in the areas sampled as part of the PSI investigation.

## **2. PROJECT COSTS**

The project costs for the anticipated tasks are included on the attached spreadsheets.

## **3. LEVEL OF EFFORT AND SCHEDULE**

PSI Work Plan will commence within 5 business days of project approval, with a target completion date of three (3) weeks from the date of approval. The PSI work will commence upon notification to proceed from Client and will require an additional twelve (12) weeks to complete. Please notify GZA if an expedited schedule is necessary.

**Local Public Agency**

City of Bloomington

**County**

McLean

**Section Number****Prime Consultant (Firm) Name**

Alfred Benesch 7 Company

**Prepared By**

JR

**Date**

10/24/2024

**Consultant / Subconsultant Name**

Huff & Huff, Inc., a subsidiary of GZA, Inc.

**Job Number**

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

Updated PSI

**PAYROLL ESCALATION TABLE**

CONTRACT TERM 

12
----

 MONTHS  
START DATE 

11/1/2024
-----------

  
RAISE DATE 

3/1/2025
----------

  
END DATE 

10/31/2025
------------

OVERHEAD RATE 

190.00%
---------

  
COMPLEXITY FACTOR 

0
---

  
% OF RAISE 

2.00%
-------

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	11/1/2024	3/1/2025	4	33.33%
1	3/2/2025	11/1/2025	8	68.00%

The total escalation = 1.33%

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
City of Bloomington	McLean	
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Huff & Huff, Inc., a subsidiary of GZA, Inc.		

## PAYROLL RATES

### EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

<b>MAXIMUM PAYROLL RATE</b>	<b>86.00</b>
<b>ESCALATION FACTOR</b>	<b>1.33%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Principal	\$85.96	\$86.00
Associate Principal III	\$83.37	\$84.48
Associate Principal II	\$76.01	\$77.02
Associate Principal I	\$71.92	\$72.88
Senior Project Manager III	\$73.19	\$74.17
Senior Project Manager I	\$56.56	\$57.31
Senior Landscape Architect	\$61.47	\$62.29
Senior Planning PM	\$59.03	\$59.82
Senior Technical Specialist II	\$62.64	\$63.48
Senior Technical Specialist I	\$55.79	\$56.53
Senior Scientist PM II	\$61.17	\$61.99
Senior Technical Scientist	\$57.15	\$57.91
Scientist PM II	\$53.34	\$54.05
Scientist PM I	\$46.97	\$47.60
Assistant PM Scientist	\$39.32	\$39.84
Environmental Engineer PM II	\$49.99	\$50.66
Environmental Engineer PM I	\$47.00	\$47.63
Assistant PM Engineer I	\$41.15	\$41.70
Engineer II	\$31.75	\$32.17
Engineer I	\$35.69	\$36.17
Scientist SI	\$34.50	\$34.96
Scientist SII	\$30.16	\$30.56
Technical Graphics Technician	\$27.73	\$28.10
Administrative Executive	\$52.42	\$53.12
Senior Administrative Assistant	\$36.31	\$36.79
Billing Administrator	\$25.00	\$25.33





Local Public Agency  
City of Bloomington

County  
McLean

Section Number

Consultant / Subconsultant Name  
Huff & Huff, Inc., a subsidiary of GZA, Inc.

Job Number

## DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	530	\$0.67	\$355.10
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	4	\$3.40	\$13.60
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	1	\$3,350.00	\$3,350.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	7	\$740.00	\$5,180.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Driller	Actual Cost Daily Rate	1	\$3,350.00	\$3,350.00
Field Kit	Daily Rate	1	\$35.00	\$35.00
Photoionization Detector	Daily Rate	1	\$100.00	\$100.00
				\$0.00
TOTAL DIRECT COSTS:				\$12,383.70

## Local Public Agency

City of Bloomington

## County

McLean

## Section Number

## Consultant / Subconsultant Name

Huff &amp; Huff, Inc., a subsidiary of GZA, Inc.

## Job Number

## COST ESTIMATE WORKSHEET

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 190.00%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
PSI Work Plan	12,384	10	487	925	161	0	1,573	6.65%
PSI	0	60	2,118	4,025	699	0	6,842	28.93%
QAQC	0	6	450	854	148	0	1,452	6.14%
Project Administration	0	4	196	373	65	0	634	2.68%
Special Provisions Assistance	0	5	238	452	79	0	769	3.25%
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$12,383.70						\$12,383.70	52.35%
TOTALS		85	3,489	6,629	1,152	-	23,654	100.00%

10,118

## Local Public Agency

City of Bloomington

## County

McLean

## Section Number

## Job Number

## Consultant / Subconsultant Name

Huff &amp; Huff, Inc., a subsidiary of GZA, Inc.

## AVERAGE HOURLY PROJECT RATES

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			PSI Work Plan			PSI			QAQC			Project Administration			Special Provisions Assistance		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	0.0																	
Associate Principal III	84.48	0.0																	
Associate Principal II	77.02	6.0	7.06%	5.44	1	10.00%	7.70	1	1.67%	1.28	3	50.00%	38.51	0.5	12.50%	9.63	0.5	10.00%	7.70
Associate Principal I	72.88	7.0	8.24%	6.00	2	20.00%	14.58	1	1.67%	1.21	3	50.00%	36.44	0.5	12.50%	9.11	0.5	10.00%	7.29
Senior Project Manager III	74.17	0.0																	
Senior Project Manager II	61.25	0.0																	
Senior Project Manager I	57.31	0.0																	
Senior Landscape Architect	62.29	0.0																	
Senior Planning PM	59.82	0.0																	
Senior Technical Specialist II	63.48	0.0																	
Senior Technical Specialist I	56.53	0.0																	
Senior Scientist PM II	61.99	0.0																	
Senior Technical Scientist	57.91	0.0																	
Scientist PM II	54.05	0.0																	
Scientist PM I	47.60	0.0																	
Assistant PM Scientist	39.84	17.0	20.00%	7.97	5	50.00%	19.92	8	13.33%	5.31				2	50.00%	19.92	2	40.00%	15.94
Environmental Engineer PM II	50.66	0.0																	
Environmental Engineer PM I	47.63	0.0																	
Assistant PM Engineer I	41.70	3.0	3.53%	1.47										1	25.00%	10.42	2	40.00%	16.68
Engineer II	32.17	11.0	12.94%	4.16				11	18.33%	5.90									
Engineer I	36.17	11.0	12.94%	4.68				11	18.33%	6.63									
Scientist SI	34.96	11.0	12.94%	4.52				11	18.33%	6.41									
Scientist SII	30.56	11.0	12.94%	3.96				11	18.33%	5.60									
Technical Graphics Technician	28.10	6.0	7.06%	1.98	1	10.00%	2.81	5	8.33%	2.34									
Administrative Executive	53.12	0.0																	
Senior Administrative Assistant	36.79	2.0	2.35%	0.87	1	10.00%	3.68	1	1.67%	0.61									
Billing Administrator	25.33	0.0																	
<b>TOTALS</b>		85.0	100%	\$41.05	10.0	100.00%	\$48.69	60.0	100%	\$35.31	6.0	100%	\$74.95	4.0	100%	\$49.08	5.0	100%	\$47.61

**HUFF & HUFF, INC.**  
**SUMMARY OF DIRECT COSTS**  
 Project: Benesch Fox Creek (Updated) Ph II

					<u><b>DIRECT</b></u>	
<b>Task 1 - PSI Work Plan</b>						
<hr/>					x	= \$ -
					<b>Task Total</b>	<b>\$ -</b>
<b>Task 2 - PSI</b>						
Trips	265 miles	x	2 x	\$ 0.670	= \$	355.10
Tolls			4 x	\$ 3.40	= \$	13.60
Field Kit	1 day	x	1 x	\$ 35.00	= \$	35.00
PID	1 day	x	1 x	\$ 100.00	= \$	100.00
Traffic Control	1 day	x	1 x	\$ 3,350.00	= \$	3,350.00
Driller	1 day	x	1 x	\$ 3,350.00	= \$	3,350.00
IDOT D1 Analytical Protocol					\$	-
VOCs w/5035	1 ea	x	7 x	\$ 125.00	= \$	875.00
SVOCs	1 ea	x	7 x	\$ 210.00	= \$	1,470.00
Total TCL Metals	1 ea	x	7 x	\$ 155.00	= \$	1,085.00
TCLP Metals	1 ea	x	7 x	\$ 125.00	= \$	875.00
SPLP Metals	1 ea	x	7 x	\$ 125.00	= \$	875.00
pH Soil	1 ea	x	7 x	\$ -	= \$	-
\$/IDOT Sample	1 ea	x	1 x	\$ 740.00	=	
<hr/>					0 x	\$ -
					<b>Task Total</b>	<b>\$ 12,383.70</b>
<b>Task 3 - QAQC</b>						
<hr/>					0 x	\$ -
					<b>Task Total</b>	<b>\$ -</b>
<b>Task 4 - Project Administration</b>						
<hr/>					0 x	\$ -
					<b>Task Total</b>	<b>\$ -</b>
<b>Task 5 - Special Provisions Assistance</b>						
<hr/>					0 x	\$ -
					<b>Task Total</b>	<b>\$ -</b>
					<b>GRAND TOTAL</b>	<b>\$ 12,383.70</b>

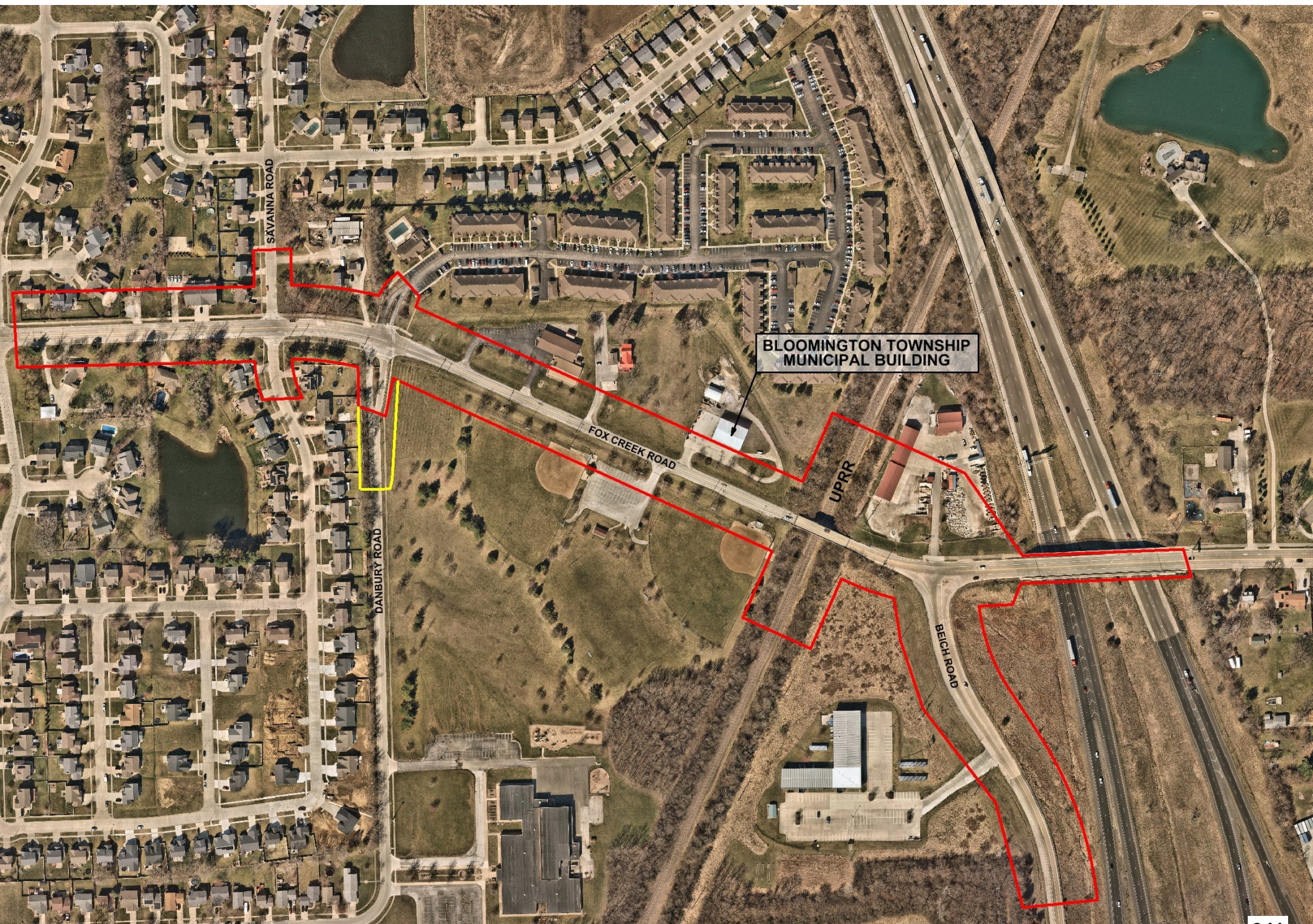
F:\Proposal-FY2025\Benesch\Fox Creek Bridge\81.P013112.25 Benesch Fox Creek PSI IDOT Direct Cost Template DLM Rev I

**HUFF & HUFF, INC.**  
**SUMMARY OF SERVICES BY OTHERS**  
 Project: Benesch Fox Creek (Updated) Ph II

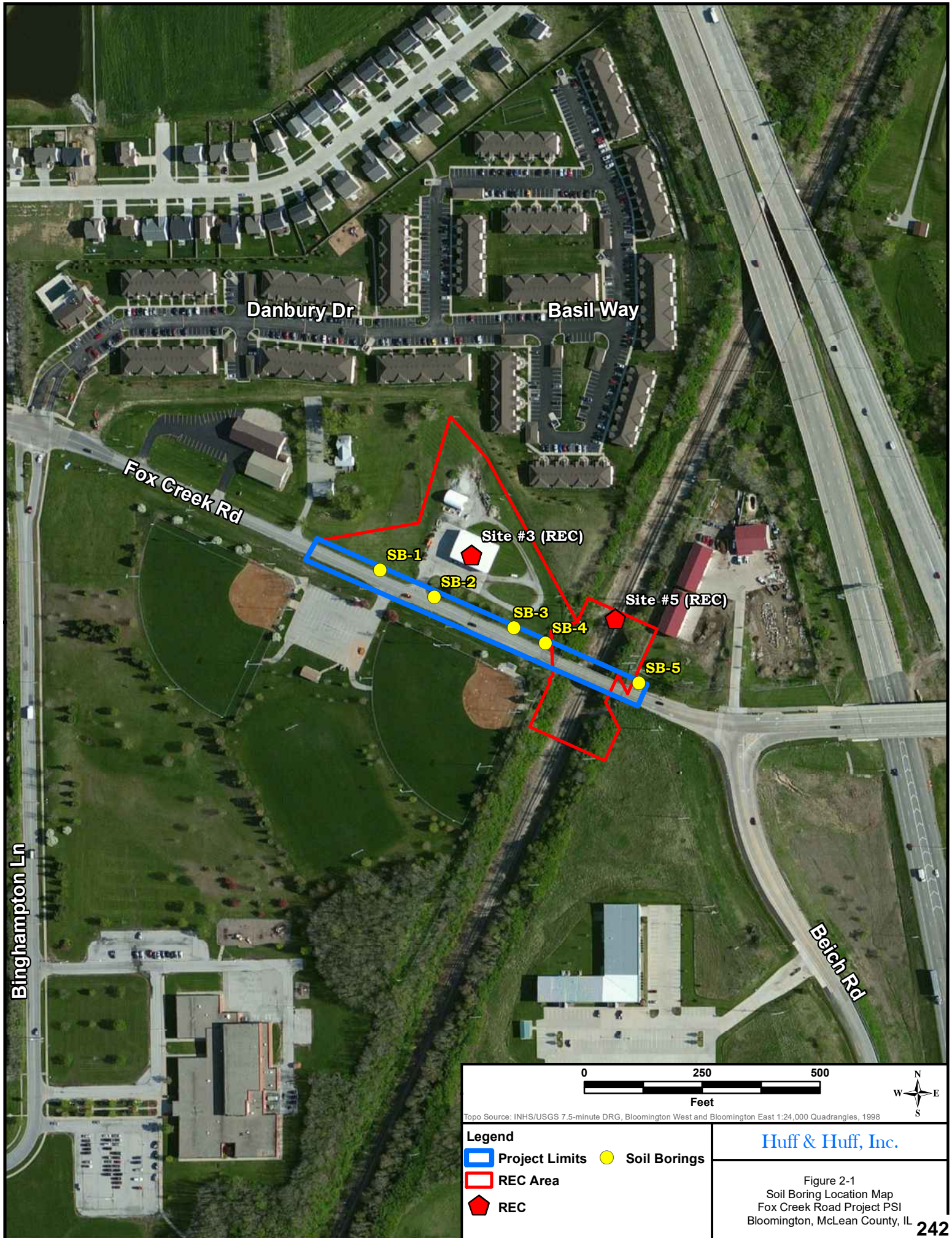
				<u><b>OUTSIDE</b></u>
<b>Task 1 - PSI Work Plan</b>				
_____	0 x	\$ -	= \$ -	
		<b>Task Total</b>	<b>\$</b>	<b>-</b>
<b>Task 2 - PSI</b>				
_____	0 x	\$ -	= \$ -	
		<b>Task Total</b>	<b>\$</b>	<b>-</b>
<b>Task 3 - QAQC</b>				
_____	0 x	\$ -	= \$ -	
		<b>Task Total</b>	<b>\$</b>	<b>-</b>
<b>Task 4 - Project Administration</b>				
_____	0 x	\$ -	= \$ -	
		<b>Task Total</b>	<b>\$</b>	<b>-</b>
<b>Task 5 - Special Provisions Assistance</b>				
_____	0 x	\$ -	= \$ -	
		<b>Task Total</b>	<b>\$</b>	<b>-</b>
<hr/>				
<b>GRAND TOTAL</b>			<b>\$</b>	<b>-</b>

F:\Proposal-FY2025\Benesch\Fox Creek Bridge\[81.P013112.25 Benesch Fox Creek PSI IDOT Direct Cost Template DL









0

250

500

Feet

N

E

S

W

Topo Source: INHS/USGS 7.5-minute DRG, Bloomington West and Bloomington East 1:24,000 Quadrangles, 1998

Legend

Project Limits

REC Area

REC

Soil Borings

Huff & Huff, Inc.

Figure 2-1

Soil Boring Location Map

Fox Creek Road Project PSI

Bloomington, McLean County, IL

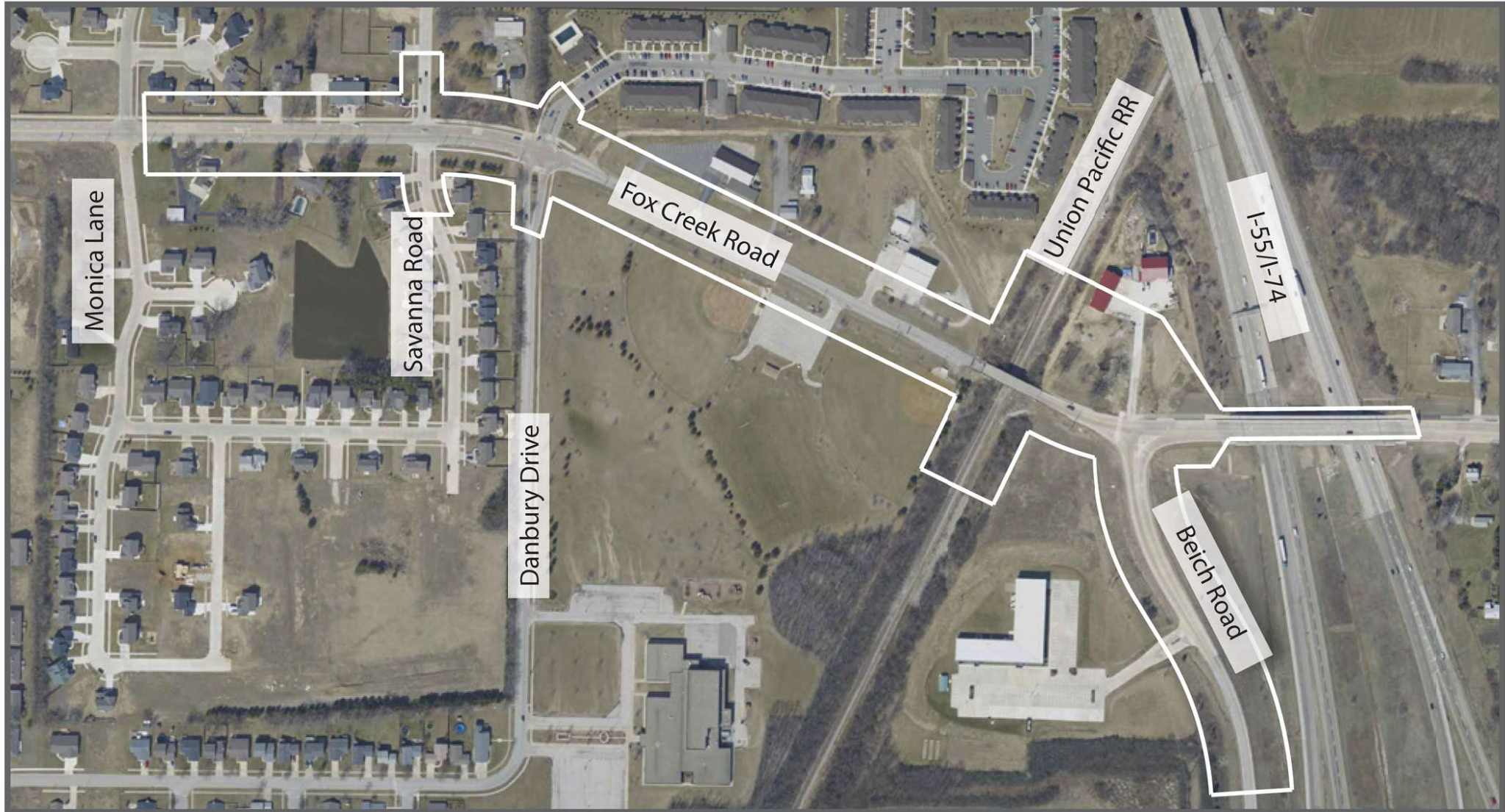
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7

242



# Fox Creek Road & Bridge Improvements





## CONSENT AGENDA ITEM NO. 8.F.

**FOR COUNCIL:** November 12, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution to Approve a Contract with Century Industries for the Replacement of a Mobile Stage, in the Amount of \$138,108, as requested by the Parks & Recreation Department.

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

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

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

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

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

**BACKGROUND:** The City's existing mobile stage was purchased in 1986 and the stage is approaching 40 years of use. This is a budgeted replacement as the mobile stage has served its useful life. The mobile stage is utilized for City special events in Downtown and parks, community concerts, collaborative events with the Economic & Community Development Department and McLean County, and is rented out by local communities and groups for festivals and seasonal events.

The City owns a one-ton pickup truck with a mounted brake controller and 12V receptacle in order to haul a mobile stage on public roads and highways. All stages are engineered and independently certified for structural integrity, safety, and compliance with International Building Code (IBC) codes.

On August 12, 2024, Superintendent of Recreation James Wayne; Assistant Superintendent of Parks, Jeremy Meints; and Recreation Manager, Jill Eichholz; were able to inspect and review the Town of Normal's mobile stage from Century Industries. Normal has been satisfied with the product and service.

The new stage will include:

- 14-foot depth x 32-foot length to match the existing stage size;
- deck tie-downs for easy transport of auxiliary equipment (tables, chairs, stairs, etc.);
- hydraulic leveling/support system with sensors to achieve a level position and lock the legs;

- Electrical Stage Upgrade Package #1 permits future addition of stage lighting beyond LED;
- one-person, push-button setup; and
- enclosed-riser with ADA-compliant stairs with handrails.

This purchase will utilize the HGAC Buy Joint Cooperative Purchasing Contract # PR11-20A09 (Exp. 10/31/2025).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Town of Normal, Century Industries

**FINANCIAL IMPACT:** If approved, the City will enter into a contract with Century Industries, for a mobile stage in the amount of \$138,108. This will be paid out of the Parks Maintenance-Capital Equipment Other than Office account (10014110-72140). The FY 2025 Budget includes \$150,000 for the stage. Additional fees will be necessary for the licensing and registration fees of the mobile stage, which are budgeted. Stakeholders can locate this in the FY 2025 Budget Books titled "Budget Overview & General Fund" on page 184 and "Other Funds & Capital Improvement" on page 95.

Respectfully submitted for consideration.

Prepared by: James Wayne, Superintendent of Recreation

**ATTACHMENTS:**

[P&R 1B Resolution](#)  
[P&R 1C Resolution Exhibit A - Quote](#)  
[P&R 1D HGAC Certification & Extension](#)  
[P&R 1E Resolution Exhibit B - Contract](#)  
[P&R 1F Mobile Stage Product Sheet](#)  
[P&R 1G Standard Graphics Package](#)  
[P&R 1H Electrical Package Upgrade](#)  
[P&R 1I Mobile Stage Dimensions](#)

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

**A RESOLUTION APPROVING A CONTRACT WITH CENTURY INDUSTRIES FOR THE REPLACEMENT OF A MOBILE STAGE, IN THE AMOUNT OF \$138,108**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending the purchase of a mobile stage (PURCHASE) from Century Industries, in the amount of \$138,108; and

**WHEREAS**, the detailed quote (Exhibit A) and contract (Exhibit B) are attached; and

**WHEREAS**, the PURCHASE consists of a 14-foot depth by 32-foot length stage to match the existing stage featuring an enclosed riser with ADA-compliant stairs with handrails, a one-person, push-button setup, a hydraulic leveling support system, a deck tie-downs for easy transport, a stage skirt, a standard exterior graphics package; and

**WHEREAS**, the City's existing mobile stage was purchased in 1986 and the stage is approaching 40 years of use. This is a budgeted replacement as the mobile stage has served its useful life; and

**WHEREAS**, the mobile stage is utilized for City special events in Downtown and parks, community concerts, collaborative events with the Economic & Community Development Department and McLean County, and is rented out by local communities and groups for festivals and seasonal events; and

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

**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 Purchase, and any other necessary documents.

**PASSED** this 12th day of November 2024.

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

**CITY OF BLOOMINGTON**

**ATTEST**

---

Mboka Mwilambwe, Mayor

---

Leslie Smith-Yocum, City Clerk



9/3/2024

H-GAC

**A. Catalog/Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary**

**Total From Other Sheets, If Any:**

<b>Subtotal A:</b>	\$136.908
--------------------	-----------

For this transaction the percentage is: 0.0%

**Total From Other Sheets, If Any:**

Subtotal B:

For this transaction the percentage is 0.11%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

<b>Subtotal C:</b>	\$1,200
--------------------	---------

**D. Total Purchase Price (A+B+C):**

**\$138,108**

- **TERMS:**

Net 30

Invoice at time of delivery.

**No Credit Cards**

Customer will provide proof of tax exempt status.

Customer is responsible for licensing trailer and registration fees.

**Approximate Production Lead Time: 12 - 18 Months**

**Certificate of Origin (CO) released upon "Payment in Full" prior to Shipping.**

PURCHASER AGREES that a 1 % per month service charge or the maximum legal rate, whichever is less, shall be added to unpaid invoices from the due date thereof, plus reasonable collection and attorneys' fees if placed for collection. Upon default by Purchaser, Century shall be entitled to retain any Deposit and enforce all remedies available to it as a seller under I.C. 26-1-2-703. Purchaser acknowledges that the goods manufactured by Century constitute specially manufactured goods and are not suitable for sale to others in the ordinary course of business. Purchaser agrees to maintain these goods in a safe condition and to operate the same in a safe manner. Purchaser agrees to indemnify and hold harmless Century and its officers, directors, employees, agents or subcontractors from and against any and all claims, demands and causes of action asserted by any other person or entity, and all resulting damages, liabilities, costs, losses and expenses of any kind (including reasonable attorney's fees), arising directly or indirectly from any acts by the purchaser or any of its employees, agents, or customers in connection with the purchase, ownership or use of the subject matter of this Agreement. All estimates for production time are estimates only and Century makes no warranty or representation concerning production times. Purchaser agrees receipt and use of manufactured product(s) constitutes agreement to these terms. This represents the entire agreement of the parties; any changes, amendments, modifications, additions or alterations made by Purchaser without the express written acceptance of Century are rejected.

Michael M. J. - Sales Manager 9/5/2024



## HOUSTON-GALVESTON AREA COUNCIL PROCUREMENT AND CONTRACTS PROGRAM

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires the Houston-Galveston Area Council (H-GAC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors/providers. In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

#### By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Houston-Galveston Area Council or other federal department or agency, may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Houston-Galveston Area Council or other federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ YES ☒ NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Houston-Galveston Area Council, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential contractor:

☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR Century Industries

VENUE/REPORTING/FEDERAL EMPLOYER ID NO. 35-202-6536

Michelle McRae

558321E418124B4  
Signature of Authorized Representative

Michelle mcRae

Printed/Typed Name of Authorized Representative

08/26/2024

Date

Sales Manager

Title of Authorized Representative

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Century Industries, LLC - Public Services - ID: 13047

## EXTENSION No. 3 to CONTRACT No. PR11-20

For

Parks & Recreation Equipment

Between

**HOUSTON-GALVESTON AREA COUNCIL**

And

**Century Industries, LLC**

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Oct 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Parks & Recreation Equipment, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:  
  
82EC270D5D61423...

Chuck Wemple  
Executive Director  
Date: 8/27/2024

Signed for: **Century Industries, LLC**

Printed Name:  
Title:

DocuSigned by:  
  
559321E418124B4

Michelle McRae  
Sales Manager  
Date: 8/26/2024

## Exhibit B

### CITY OF BLOOMINGTON AGREEMENT WITH

Century Industries

#### FOR

ShowMaster Mobile Community Stage

**THIS AGREEMENT**, dated this 21 day of October, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Century Industries, LLC (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

**NOW THEREFORE**, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Houston-Galveston Area Council Procurement and Contracts Program (hereinafter "REQUEST").

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

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

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

☒

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

☐

This Agreement is subject to bonding requirements.

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



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

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

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

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

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

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

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

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

**Section 11. Reuse of Documents.** All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

**Section 12. Standard of Care.** Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

**Section 13. Time is of the Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

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

**Section 15. Use of Name.** VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

**Section 16. Compliance with Local, State, and Federal Laws.** VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

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



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



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

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

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

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

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**Section 20. Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

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

**If to VENDOR:**

Century Industries  
PO Box C  
Sellersburg, IN, 47172  
michelle@  
\_\_\_\_\_  
\_\_\_\_\_

**Copy to:**

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

**If to CITY:**

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

**Copy to:**

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR

By: CENTURY INDUSTRIES  
Its MANUFACTURER

By: Michelle M. R.  
Its SALES MANAGER

EXHIBIT A  
DESCRIPTION OF SERVICES/WORK PROVIDED

Century Industries to provide City of Bloomington a ShowMaster Mobile Sound Shell Community Stage, product code MSM3200 with additional features product codes 90550, 42201, 70002, 56060, and 11003 per quote on 9/3/2024, in exchange for payment in amount of \$138,108 upon delivery.

EXHIBIT B  
COSTS/FEES

\$138,108 invoiced upon delivery.



# ShowMaster

MOBILE COMMUNITY STAGES

## MOBILE SOUND SHELL COMMUNITY STAGES

Add a professional dimension to your outdoor events while saving time and man power. Century's **ShowMaster** Mobile Community stages offer a mobile acoustic shell stage featuring unmatched sound, lighting and visual controls, permitting a range of outdoor special events and performances throughout your entire community.

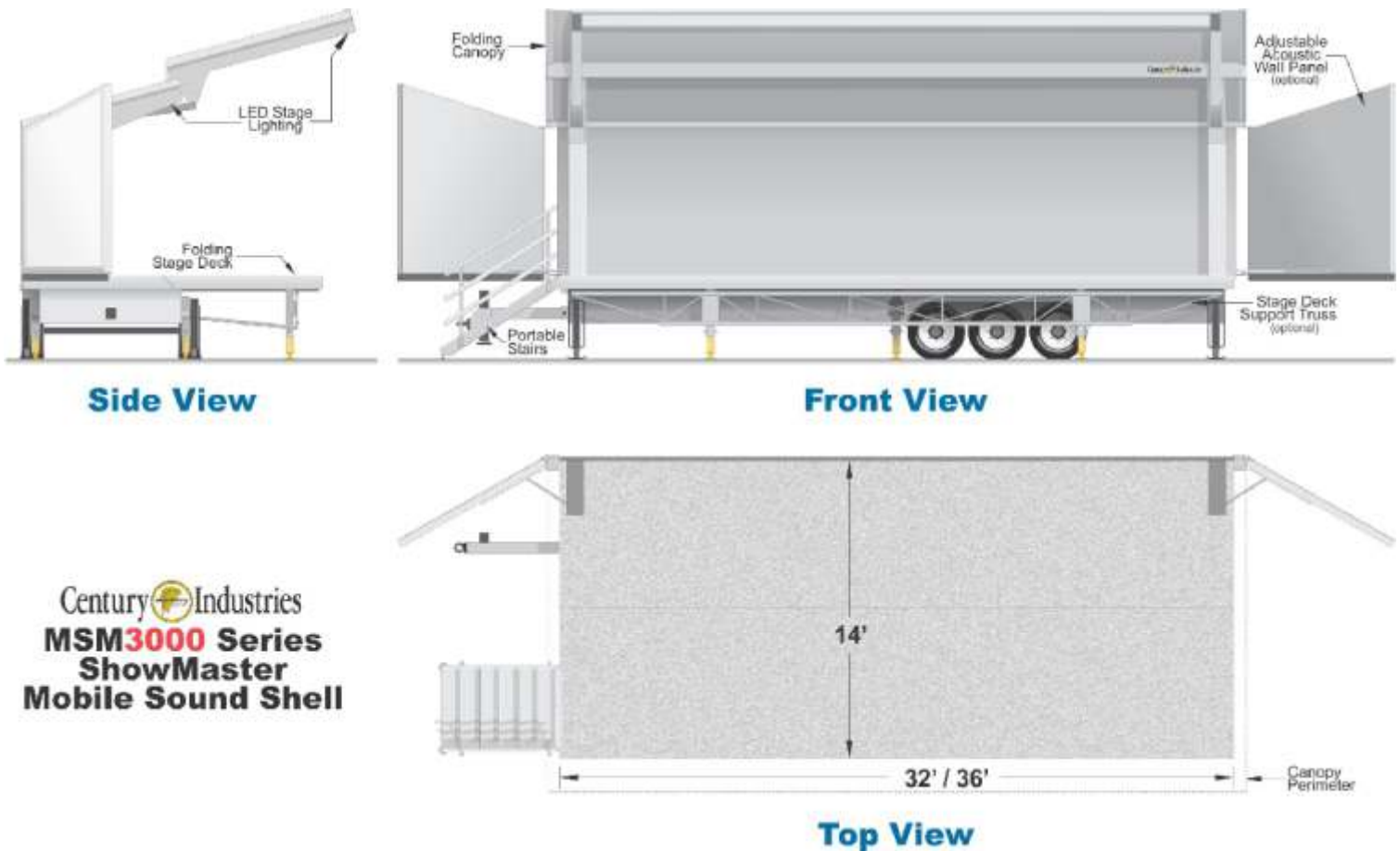
An onboard, self-contained hydraulic actuation system permits fast, easy, one-person push-button setup for a stage that is ready to go whenever needed.

A choice of stage models permits you to select the stage size best suited to your event and performance profile needs.

### ShowMaster™ Mobile Stage Features

- **Smooth, Seamless Shell** - rugged, damage-resistant stage enclosure with an attractive professional appearance providing a visual backdrop, weather, protection, sound and lighting control, plus security between events. Acoustically active panels enhance audience experience during outdoor performances. Neutral gray interior color enhances skin tones while reducing glare. Smooth, seamless body panels are ideal for large, highly visible promotional graphics.
- **All-Weather Stage Deck** - exclusive, seamless, composite Duradeck provides a sound dampened textured surface. Folding front stage deck is the same length as the rear main deck, permitting one-person setup, as no additional assembly is required to achieve the full rated stage width. Stage deck height is adjustable using the built-in leveling jacks. Neutral gray deck color remains cool in direct sun unlike black stage decks.
- **Full-Length Stage Canopy** - extends beyond the front edge of the folding stage deck and the stage sides, providing maximum coverage and weather protection for the stage area on the three crucial sides, while also position the stage lighting beyond the end of the stage for optimum illumination of the stage area and performers.
- **Safety Features** - **ShowMaster™** stages incorporate numerous safety features including dual canopy locking systems, control safety switches, and the industry's highest independently certified wind-load capacity.





### ShowMaster™ Mobile Stage Standard Features

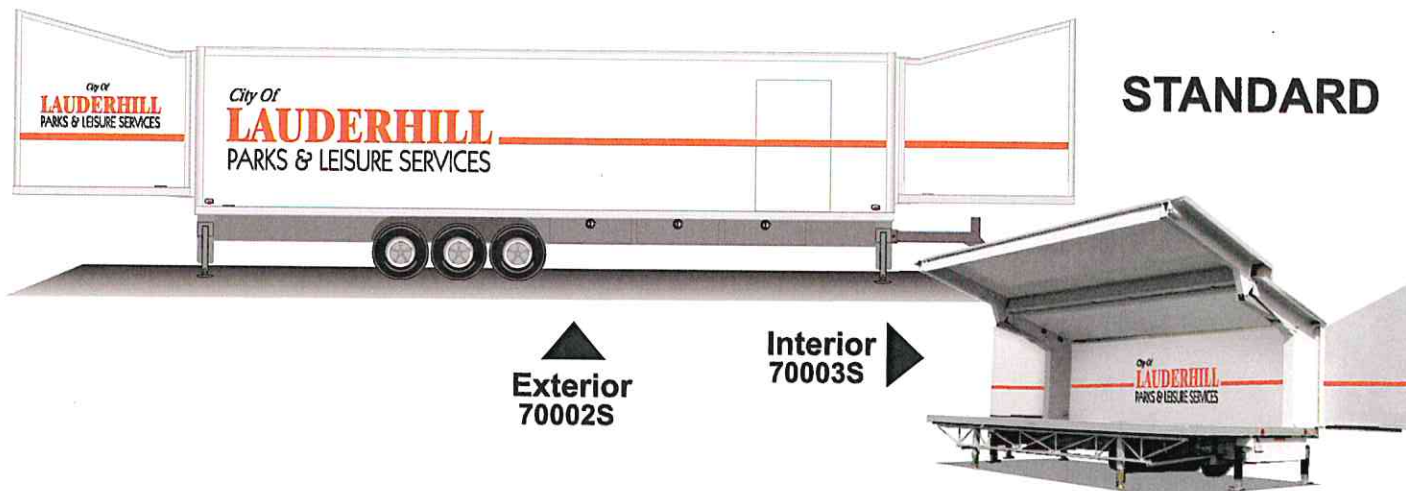
- **Self-contained hydraulic system** – with remote control pendant, deep-cycle batteries, and battery charger, for fast, easy, one-person set up.
- **Powered protective canopy** - extends beyond the front edge and sides of the stage for full coverage, includes automatic mechanical and hydraulic dual-safety canopy locking systems
- **Powered stage deck** - all-weather folding stage deck that is equal in length to the main rear stage deck
- **Highway Rated Tires** - includes electric brakes on six wheels
- **Heavy-duty tri - axle suspension** - equalizer system allows towing over curbs and rough ground
- **Pintle towing coupler** – rugged lunette ring coupler (Eball coupler available on request)
- **Heavy-duty Tongue Jack** – mounted on trailer tongue
- **Rugged support frame** – dual 18" deep steel-channel backbone main-frame
- **Crank leveling/support jacks** - four (4) 25,000lb capacity, corner jacks pivot for extra ground clearance during towing and reduced cranking during setup.
- **Breaker panel** – 125 amp capacity, E3) 20 amp breakers, 50ft of 10/3 t cable, receptacles at each inside end of stage, and in mechanical compartment
- **LED stage lighting** – two rows of dual-tube LED stage lights mounted at front edge of canopy and at the canopy hinge line providing maximum stage and performer illumination.
- **Storage lockers** – two curb-side compartments with locking hardware for equipment and systems security
- **Stairs** – (2) sets of steel stairs with enclosed ADA tread-plate treads, adjustable leveling legs, and removable safety handrails on two sides.
- **DOT required** - signal, marker lights, reflectors, and license light, with 12VDC connector cable
- **Stage operation training** - provided by factory representative (continental United States)

Model	Stage Deck Size
MSM3200	14'D x 32'L
MSM3600	14'D x 36'L

# ShowMaster

## Custom Graphics Options Interior & Exterior

### STANDARD



### UPGRADE



### PREMIUM



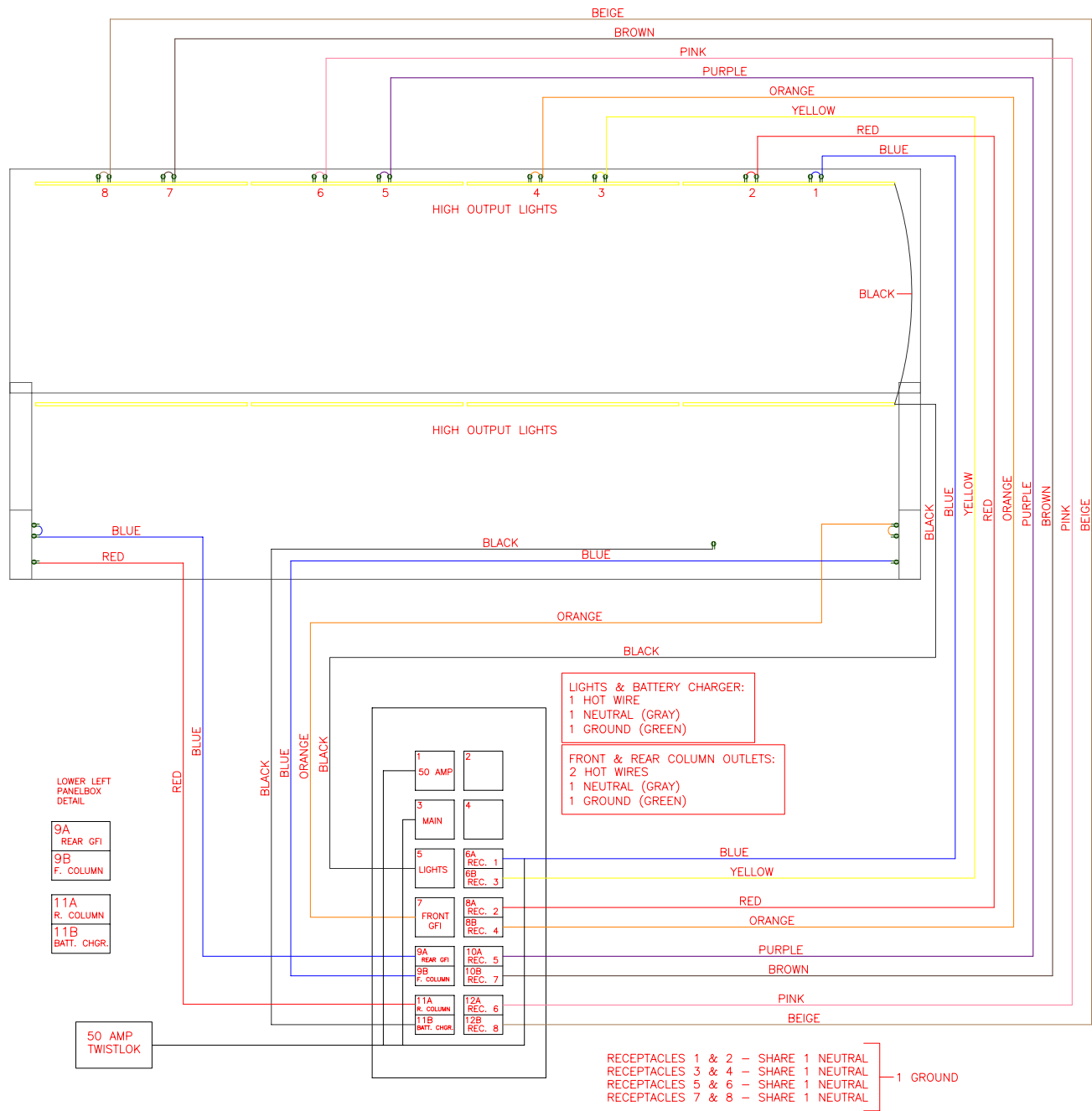
Mobile stages are mobile billboards, promoting your community, organization, and sponsors as they travel throughout your community.

Custom designed exterior and/or interior graphics offer high visibility promotion whenever your stage is open for an event.

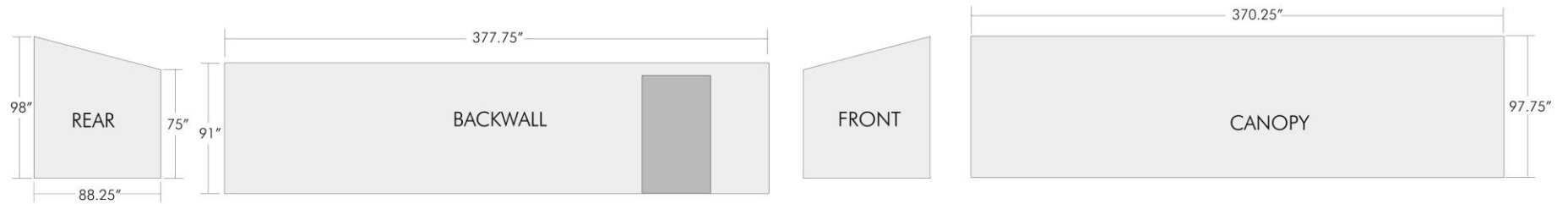
812/246-3371

Century Industries

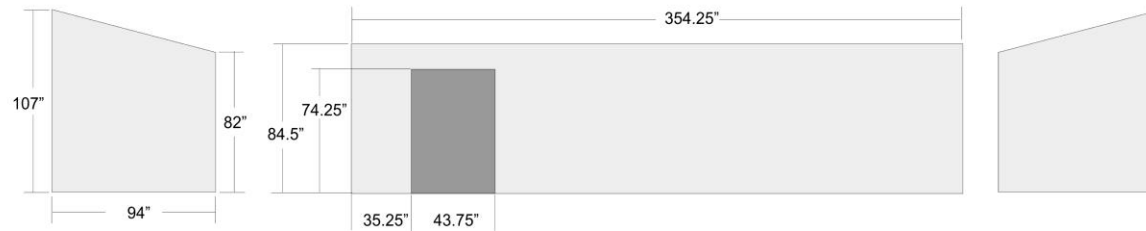
[www.centuryindustries.com](http://www.centuryindustries.com)



## 32' STAGE



### 32' stage inside graphics







## CONSENT AGENDA ITEM NO. 8.G.

**FOR COUNCIL:** November 12, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving a Purchase Order with Dell, Inc., for the Microsoft Enterprise Software Annual Renewal for Software Maintenance and Support Covering the City's Microsoft Licensing, in the Amount of \$317,870.80, as requested by the Information Technology 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:** The City participates in an Enterprise Agreement ("EA") with Microsoft Corporation to use its Microsoft licenses. The EA is implemented in successive three-year agreements. This is the second year of the three-year Agreement approved by the Council in November 2023. These licenses include desktop and server operating systems, enterprise databases, office productivity software, email services, security and device management, team collaboration, video conferencing, and network management software.

Participation in the EA provides version updates to all software, support, training, and transition rights to software when computer hardware is replaced. As the Microsoft EA is a three-year Agreement, licensing costs are spread across all three years. There are provisions within the EA allowing the City to terminate should funds not be available in future budget years. The City can participate in the Microsoft EA under the State of Illinois Joint Purchasing Contract (Contract: JPMC Microsoft Licensing Solutions Provider (LSP), CMT1176800 - valid through 7/30/2024) under which the State of Illinois has negotiated with Microsoft for lower licensing costs. The Microsoft reseller selected to manage the State of Illinois contract is Dell Marketing, L.P. As such, the City may only participate in the Microsoft EA by purchasing through Dell Marketing, L.P.

Microsoft licensing changes regularly and we have engaged with Microsoft as well as other vendors to understand the current offerings and how we can best leverage the licenses for our needs. After reviewing those offerings and various purchase options, purchasing our Microsoft licensing through an EA is still the best method for the City. The pricing we receive from the State contract grants us access to some of the largest discounts available and has already been negotiated with the State of Illinois. The EA is substantially less expensive and easier to manage than other methods, such as Select Plus, Open Licensing, or Service Provider Licensing.

The Microsoft EA for Government volume license option provides the City with many benefits over other purchasing options. The City has utilized this option for at least the last 4 contracts (12 years). Some of the benefits of EA that we have used with great success are:

- flexible licensing throughout the year with annual true-up
- the ability to manage on-premise and cloud licenses in one agreement
- ability to spread the license cost over the term of the contract
- Microsoft Premier support
- Planning Services days

Over the years, we have added additional software licenses to meet the demand of new staff and systems we implemented over time.

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

**FINANCIAL IMPACT:** If approved, a Purchase Order with Dell, Inc., for a total amount of \$317,870.80, from the State of Illinois Department of Innovation and Technology Joint Purchasing Contract CMT #1176800 will be created. This Item is included in the FY 2025 Budget under the Information Technology - Repair/Maintenance Office and Computer Equipment account (10011610-70530). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 164.

Respectfully submitted for consideration.

Prepared by: Megan Horath, Administrative Assistant

**ATTACHMENTS:**

[IT 1B Resolution](#)

[IT 1C Resolution Exhibit A - Invoice 1](#)

[IT 1D Resolution Exhibit B - Invoice 2](#)

[IT 1E State Limited Source Provider Contract](#)

**RESOLUTION NO. 2025 - \_\_\_\_\_**

**A RESOLUTION APPROVING A PURCHASE ORDER WITH DELL, INC., FOR THE MICROSOFT ENTERPRISE SOFTWARE ANNUAL RENEWAL FOR SOFTWARE MAINTENANCE AND SUPPORT COVERING THE CITY'S MICROSOFT LICENSING, IN THE AMOUNT OF \$317,870.80**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending the purchase of Microsoft Enterprise Software Annual Renewal for Software Maintenance and Support (PURCHASE), in the amount of \$317,870.80; and

**WHEREAS**, the detailed invoices are attached (Exhibit A and B); and

**WHEREAS**, The City participates in an Enterprise Agreement ("EA") with Microsoft Corporation to use its Microsoft licenses, which is implemented in successive three-year agreements. This is the second year of the three-year Agreement approved by the Council in November 2023. These licenses include desktop and server operating systems, enterprise databases, office productivity software, email services, security and device management, team collaboration, video conferencing, and network management software; and

**WHEREAS**, the PURCHASE consists of The Microsoft EA for Government volume license option providing the City with many benefits over other purchasing options including flexible licensing throughout the year with annual true-up, the ability to manage on-premise and cloud licenses in one agreement, the ability to spread the license cost over the term of the contract, Microsoft Premier support, and Planning Services days; and

**WHEREAS**, City staff have engaged with multiple vendors to understand the current offerings and how the City can best leverage the licenses for our needs; and

**WHEREAS**, the pricing the City receives from the State contract, grants access to some of the largest discounts available that have already been negotiated with the State of Illinois. The EA is substantially less expensive and easier to manage than other methods; and

**WHEREAS**, the City has utilized this option for at least the last 4 contracts (12 years); and

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

**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 Purchase, and any other necessary documents.

**PASSED** this 12th day of November 2024.

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

**CITY OF BLOOMINGTON**

---

Mboka Mwilambwe, Mayor

**ATTEST**

---

Leslie Smith-Yocum, City Clerk





DELL MARKETING L.P.  
One Dell Way  
Round Rock, TX 78682

FID Number: 74-2616805  
Inquiries: [www.dell.com/ordersupport/](http://www.dell.com/ordersupport/)  
Dell Online: <http://www.dell.com>

## Invoice

### Exhibit A

**BILL TO:**

CITY OF BLOOMINGTON  
SCOTT SPROULS  
109 E OLIVE ST  
BLOOMINGTON, IL 61701-5219

**SHIP TO:**

CITY OF BLOOMINGTON  
SCOTT SPROULS  
109 E OLIVE ST  
BLOOMINGTON, IL 61701-5219

**PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION**

**VIEW YOUR ORDER DETAILS ONLINE**

Invoice No: 10777135558

Customer No: 46480250

Order No: 1010963692

Page 1 of 2

Purchase Order: 10152024CMBeth  
Payment Terms: 60 Days Inv.  
Due Date: 12/14/2024  
Invoice Date: 10/15/2024  
Order Date: 10/15/2024

Sales Rep: PHILLIP\_REAVIS  
Customer Agreement #: CTR060024  
Contract Code: C000001197009  
Waybill Number: 0  
Contract Name: NASPO SVAR - Illinois PA

Item Number	Description	Qty	Unit	Unit Price	Amount
AD144742	<b>VLA M365 E3 GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR</b> MfgPartNum : AAD-34704 MfgName : MICROSOFT CORPORATION	20	EA	926.70	18,534.00

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT [WWW.DELL.COM/PUBLIC-ECARE](http://WWW.DELL.COM/PUBLIC-ECARE) TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD

<b>Sub-Total:</b>	\$	20,451.40
<b>Ship. &amp;/or Handling:</b>	\$	0.00
<b>ENVIRO FEE:</b>	\$	0.00
<b>Taxable:</b>		
\$	0.00	<b>Tax:</b>
<b>Non-Taxable:</b>	\$	0.00
\$	20,451.40	
<b>Invoice Total:</b>	\$	20,451.40



DETACH AT LINE AND RETURN WITH PAYMENT

Invoice No: 10777135558  
Customer Name: CITY OF BLOOMINGTON  
Customer No: 46480250  
PO No: 10152024CMBeth  
Order Number: 1010963692

**Make check payable / remit to :**  
Dell Marketing L.P.  
C/O Dell USA L.P.  
PO Box 802816  
Chicago, IL 60680-2816

**Electronics Payments**  
Dell Marketing L.P.  
PNC Bank  
ABA#: 043-000-096  
Acct#: 1017304611  
Swift code : PNCCUS33

**Online ACH Payment**  
Log in to your MyFinancials account <https://mf.dell.com/>

USD

<b>Sub-Total:</b>	\$	20,451.40
<b>Ship. &amp;/or Handling:</b>	\$	0.00
<b>ENVIRO FEE:</b>	\$	0.00
<b>Taxable:</b>		
\$	0.00	<b>Tax:</b>
<b>Non-Taxable:</b>	\$	0.00
\$	20,451.40	
<b>Invoice Total:</b>	\$	20,451.40
<b>Balance Due:</b>	\$	20,451.40
<b>Amount Enclosed:</b>		

0107771355580000002045140000000464802506

267



DELL MARKETING L.P.  
One Dell Way  
Round Rock, TX 78682

FID Number: 74-2616805  
Inquiries: [www.dell.com/ordersupport/](http://www.dell.com/ordersupport/)  
Dell Online: <http://www.dell.com>

## Invoice

**BILL TO:**

CITY OF BLOOMINGTON  
SCOTT SPROULS  
109 E OLIVE ST  
BLOOMINGTON, IL 61701-5219

**SHIP TO:**

CITY OF BLOOMINGTON  
SCOTT SPROULS  
109 E OLIVE ST  
BLOOMINGTON, IL 61701-5219

**PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION**  
**VIEW YOUR ORDER DETAILS ONLINE**

<b>Invoice No: 10777135558</b>	<b>Customer No: 46480250</b>	<b>Order No: 1010963692</b>	<b>Page 2 of 2</b>
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Purchase Order:	10152024CMBeth	Sales Rep:	PHILLIP_REAVIS
Payment Terms:	60 Days Inv.	Customer Agreement #:	CTR060024
Due Date:	12/14/2024	Contract Code:	C000001197009
Invoice Date:	10/15/2024	Waybill Number:	0
Order Date:	10/15/2024	Contract Name:	NASPO SVAR - Illinois PA

Item Number	Description	Qty	Unit	Unit Price	Amount
AD144741	<b>VLA TEAMS ROOMS PRO GCC SUB PER DEVICE</b> MfgPartNum : VA1-00001 MfgName : MICROSOFT CORPORATION	2	EA	958.70	1,917.40

To make a payment or access your account details online, please visit MyFinancials at <https://mfm.dell.com>



DELL MARKETING L.P.  
One Dell Way  
Round Rock, TX 78682

FID Number: 74-2616805  
Inquiries: [www.dell.com/ordersupport/](http://www.dell.com/ordersupport/)  
Dell Online: <http://www.dell.com>

## Invoice

### Exhibit B

**BILL TO:**

CITY OF BLOOMINGTON  
SCOTT SPROULS  
109 E OLIVE ST  
BLOOMINGTON, IL 61701-5219

**SHIP TO:**

CITY OF BLOOMINGTON  
CRAIG MCBEATH  
109 E OLIVE ST  
BLOOMINGTON, IL 61701-5219

**PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION**

**VIEW YOUR ORDER DETAILS ONLINE**

Invoice No: 10777297247

Customer No: 46480250

Order No: 1011011856

Page 1 of 5

Purchase Order: 10152024CMB2  
Payment Terms: 45 Days Inv.  
Due Date: 11/30/2024  
Invoice Date: 10/16/2024

Order Date: 10/16/2024  
Sales Rep: MARK WALKER3  
Contract Code: C000001197009  
Waybill Number: 0

Item Number	Description	Qty	Unit	Unit Price	Amount
AC805038	<b>VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES</b> MfgPartNum : 228-04433 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	6	EA	161.02	966.12

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT [WWW.DELL.COM/PUBLIC-ECARE](http://WWW.DELL.COM/PUBLIC-ECARE) TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD

<b>Sub-Total:</b>	\$	297,419.40
<b>Ship. &amp;/or Handling:</b>	\$	0.00
<b>ENVIRO FEE:</b>	\$	0.00
<b>Taxable:</b>		
\$ 0.00	<b>Tax:</b>	
<b>Non-Taxable:</b>	\$	0.00
\$ 297,419.40		
<b>Invoice Total:</b>	\$	297,419.40



DETACH AT LINE AND RETURN WITH PAYMENT

Invoice No: 10777297247  
Customer Name: CITY OF BLOOMINGTON  
Customer No. 46480250  
PO No: 10152024CMB2  
Order Number: 1011011856

**Make check payable / remit to :**  
Dell Marketing L.P.  
C/O Dell USA L.P.  
PO Box 802816  
Chicago, IL 60680-2816

**Electronics Payments**  
Dell Marketing L.P.  
PNC Bank  
ABA#: 043-000-096  
Acct#: 1017304611  
Swift code : PNCCUS33

**Online ACH Payment**  
Log in to your MyFinancials account <https://mf.dell.com/>

USD

<b>Sub-Total:</b>	\$	297,419.40
<b>Ship. &amp;/or Handling:</b>	\$	0.00
<b>ENVIRO FEE:</b>	\$	0.00
<b>Taxable:</b>		
\$ 0.00	<b>Tax:</b>	
<b>Non-Taxable:</b>	\$	0.00
\$ 297,419.40		
<b>Invoice Total:</b>	\$	297,419.40
<b>Balance Due:</b>	\$	297,419.40
<b>Amount Enclosed:</b>		

0107772972470000029741940000000464802502

269



DELL MARKETING L.P.  
One Dell Way  
Round Rock, TX 78682

FID Number: 74-2616805  
Inquiries: [www.dell.com/ordersupport/](http://www.dell.com/ordersupport/)  
Dell Online: <http://www.dell.com>

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Customer No: 46480250

Order No: 1011011856

Page 2 of 5

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Due Date: 11/30/2024  
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Order Date: 10/16/2024  
Sales Rep: MARK WALKER3  
Contract Code: C000001197009  
Waybill Number: 0

Item Number	Description	Qty	Unit	Unit Price	Amount
AC805037	<b>VLA ENTERPRISE SQL CAL DEVICE CAL SA ALL LANGUAGES</b> MfgPartNum : 359-00792 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	24	EA	38.18	916.32
AC805043	<b>VLA ENTERPRISE DEFENDER O365 P1 GCC SUB PER USER</b> MfgPartNum : 3GU-00001 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	770	EA	18.72	14,414.40
AC805049	<b>VLA ENTERPRISE PROJECT LITE G SHRDSVR PER USER SUBLIC ALL LNG</b> MfgPartNum : 3PN-00001 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	3	EA	65.74	197.22
AC805045	<b>VLA ENTERPRISE EXCHANGE ONLINE ARCHIVE G SHRDSVR PER USER SUBLIC ALL LANGS</b> MfgPartNum : 4ES-00001 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	130	EA	28.88	3,754.40
AC805050	<b>VLA ENTERPRISE PROJECT P3 GCC SUB PER USER</b> MfgPartNum : 7MS-00001 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	2	EA	279.88	559.76
AC805039	<b>VLA ENTERPRISE SQL SERVER STD SA PER 2 CORE LIC ALL LANGUAGES</b> MfgPartNum : 7NQ-00292 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	18	EA	610.88	10,995.84



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One Dell Way  
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Page 3 of 5

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Due Date: 11/30/2024  
Invoice Date: 10/16/2024

Order Date: 10/16/2024  
Sales Rep: MARK WALKER3  
Contract Code: C000001197009  
Waybill Number: 0

Item Number	Description	Qty	Unit	Unit Price	Amount
AC805040	<b>VLA ENTERPRISE SYSCTRSTDCORE ALNG SA MVL 2LIC CORELIC</b> MfgPartNum : 9EN-00198 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	8	EA	14.74	117.92
AC805036	<b>VLA ENTERPRISE CISSTESTDCORE ALNG SA MVL 2LIC CORELIC</b> MfgPartNum : 9GA-00313 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	320	EA	35.69	11,420.80
AC805035	<b>VLA ENTERPRISE CISSTEDCCORE ALNG SA MVL 2LIC CORELIC</b> MfgPartNum : 9GS-00135 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	48	EA	166.00	7,968.00
AC805041	<b>VLA ENTERPRISE M365 E3 FROMSA GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR</b> MfgPartNum : AAD-34700 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	680	EA	335.65	228,242.00
AC805046	<b>VLA ENTERPRISE M365 F3 GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR</b> MfgPartNum : AAD-63092 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	130	EA	85.66	11,135.80
AC805034	<b>VLA ENTERPRISE VISIO PRO SA ALL LANGUAGES</b> MfgPartNum : D87-01159 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	11	EA	109.56	1,205.16



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Round Rock, TX 78682

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BLOOMINGTON, IL 61701-5219

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**VIEW YOUR ORDER DETAILS ONLINE**

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Customer No: 46480250

Order No: 1011011856

Page 4 of 5

Purchase Order: 10152024CMB2  
Payment Terms: 45 Days Inv.  
Due Date: 11/30/2024  
Invoice Date: 10/16/2024

Order Date: 10/16/2024  
Sales Rep: MARK WALKER3  
Contract Code: C000001197009  
Waybill Number: 0

Item Number	Description	Qty	Unit	Unit Price	Amount
AC805048	<b>VLA ENTERPRISE POWERBIPROGOV SHRDSVR ALNG SUBSVL MVL</b> MfgPartNum : DDJ-00001 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	35	EA	93.62	3,276.70
AC805054	<b>VLA ENTERPRISE VISIO PRO P1G FOR OFF365 G SHRDSVR SUBLIC PER USER ALL LANG</b> MfgPartNum : HWT-00001 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	6	EA	46.81	280.86
AC805053	<b>VLA ENTERPRISE COMMONAREAPHONEGCC SHRDSVR ALNG SUBSVL MVL PERUSR</b> MfgPartNum : KXJ-00001 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	1	EA	74.70	74.70
AC805044	<b>VLA ENTERPRISE VISIO ONLN P2 GCC SHRDSVR ALNG SUBSVL MVL PERUSR</b> MfgPartNum : P3U-00001 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	1	EA	140.44	140.44
AC805047	<b>VLA ENTERPRISE POWER APPS PLAN SHRDSVR ALNG SUBSVL MVL PERUSR</b> MfgPartNum : SEL-00001 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	2	EA	219.12	438.24
AC805052	<b>VLA ENTERPRISE TEAMS ROOMS PRO GCC SUB PER DEVICE</b> MfgPartNum : VA1-00001 MfgName : MICROSOFT CORPORATION Maintenance End Date : Recurring Bill : YR 2 of 3 ID # 8577753 Above Items Originally Purchased On : PO# 11162023CMcB , O# 784829333	3	EA	438.24	1,314.72



DELL MARKETING L.P.  
One Dell Way  
Round Rock, TX 78682

FID Number: 74-2616805  
Inquiries: [www.dell.com/ordersupport/](http://www.dell.com/ordersupport/)  
Dell Online: <http://www.dell.com>

## Invoice

**BILL TO:**

CITY OF BLOOMINGTON  
SCOTT SPROULS  
109 E OLIVE ST  
BLOOMINGTON, IL 61701-5219

**SHIP TO:**

CITY OF BLOOMINGTON  
CRAIG MCBEATH  
109 E OLIVE ST  
BLOOMINGTON, IL 61701-5219

**PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION**  
**VIEW YOUR ORDER DETAILS ONLINE**

**Invoice No: 10777297247****Customer No: 46480250****Order No: 1011011856****Page 5 of 5**

Purchase Order: 10152024CMB2  
Payment Terms: 45 Days Inv.  
Due Date: 11/30/2024  
Invoice Date: 10/16/2024

Order Date: 10/16/2024  
Sales Rep: MARK WALKER3  
Contract Code: C000001197009  
Waybill Number: 0

Ship To Attention:CMC

To make a payment or access your account details online, please visit MyFinancials at <https://mfm.dell.com>

STATE OF ILLINOIS  
Contract  
Illinois Department of Innovation and Technology  
JPMC Microsoft Licensing Solutions Provider (LSP)  
CMT1176800

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The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page



STATE OF ILLINOIS  
Contract  
Illinois Department of Innovation and Technology  
JPMC Microsoft Licensing Solutions Provider (LSP)  
CMT1176800

**VENDOR**

Vendor Name: Dell Marketing L.P.	Address (City/State/Zip): One Dell Way, Round Rock, TX 78682
Signature: [REDACTED]	Phone: [REDACTED]
Printed Name: Rita Roles	Fax:
Title: Sr Contracts Manager	Email: Rita.Roles@dell.com
Date: 06/25/20	

**STATE OF ILLINOIS**

Procuring Agency: Illinois Department of Innovation and Technology	Phone:
Street Address: 120 West Jefferson Street	Fax:
City, State ZIP: Springfield IL 62072	
Official Signature: [REDACTED]	Date: 7/10/20
Printed Name: Ron Guerrier	
Official's Title: Secretary	
Legal Signature: [REDACTED]	Date: July 9, 2020
Legal Printed Name: Margaret van Dijk	
Legal's Title: General Counsel	
Fiscal Signature: [REDACTED]	Date: 7/9/2020
Fiscal's Printed Name: Brian Turner	
Fiscal's Title: Acting Chief Fiscal Officer	

Agreed as to Legal form and content  
JB - 06/25/2020

2

**AGENCY USE ONLY****NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 20-448DOIT INFOT-B-0000
- Project Title: JPMC Microsoft Licensing Solutions Provider (LSP)
- Contract #: CMT1176800
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: B-11972
- BidBuy / Bulletin Publication Date: 12 /13 /19
- Award Code: A
- Subcontractor Utilization? ☐ Yes ☒ No      Subcontractor Disclosure? ☐ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☐ No      Percentage:
- Minority Owned Business? ☐ Yes ☐ No      Percentage:
- Women Owned Business? ☐ Yes ☐ No      Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☐ No      Percentage:
- Veteran Owned Small Business? ☐ Yes ☐ No      Percentage:
- Other Preferences?

## 1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. SUPPLIES AND/OR SERVICES REQUIRED:** The Illinois Department of Innovation and Technology, in cooperation and agreement with the Chief Procurement Officer for General Services, is executing a contract with Vendor for the purchase of Microsoft software licensing/subscription, support and services available via the State's Microsoft Enterprise Agreement, Server Cloud Enrollment, Select Plus, and Premier/Unified Support agreements. This contract is a Joint Purchase Master Contract (JPMC) and is available to all governmental units and qualified not-for-profit agencies.

The State of Illinois has entered into a Select Plus Agreement, a Master Services Agreement, a Premier/Unified Support Agreement, a Server Cloud Enrollment Agreement and an Enterprise Agreement with Microsoft.

Vendor shall act as agent of record during the term of this contract and shall maintain and update the licensing records of each eligible agency that purchases from this contract. Vendor shall be responsible for fulfilling orders placed against the Premier/Unified Support, Select Plus, Server Cloud Enrollment, and Enterprise Agreements.

Premier/Unified Support used by the State of Illinois is intended to provide advanced support and assistance in cases of critical systems being at risk both from an IT infrastructure and IT application development perspective; implementation and engineering advice; implementation kick start; and training on specific Microsoft product solutions. This is not intended to be used for acquiring long term services for IT application development, application maintenance and/or routine daily IT and business operations. All releases for Premier/Unified Support require a Statement of Work with defined deliverables, timelines, Vendor/Ordering Entity responsibilities, and detailed costs showing contract percentage off.

Vendor shall be responsible for the preparation and submission of applicable reports in proper format to Microsoft to ensure the buyer receives proper credit for all purchases of Microsoft products against the Microsoft Select Plus, Server Cloud Enrollment, Premier/Unified Support and Enterprise Agreement programs. The Vendor shall be responsible for the resolution of any report discrepancies with Microsoft to ensure the buyer receives appropriate credit for all Microsoft program specific purchases.

The State shall have no minimum purchase obligation or minimum order requirement under this contract. Orders against this contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement (BOA)) on an as needed, if needed basis. Other governmental units and qualified not-for-profit agencies will submit their own purchase forms. Orders written through and including the last day of the resulting



contract shall be honored. Each individual order will have its own ship to/bill to information.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. If an item becomes discontinued or otherwise not available during the term, the vendor may propose to substitute an equivalent or better product at no additional cost, subject to approval by the Department of Innovation and Technology.

The State recognizes that a manufacturer may make changes to service offerings at any time during the contract term (including optional renewals). Vendor is responsible for notifying buyer of such changes. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed supplies and/or services.

**1.2. MILESTONES AND DELIVERABLES: NA**

**1.3. VENDOR / STAFF SPECIFICATIONS:** Vendor shall remain a Licensing Solutions Provider (LSP) authorized to resell Microsoft Products, support, and services throughout the term of this contract and any renewals. Vendor shall remain responsible for and authorized to provide pre- and post-sales support, where applicable and as detailed in this Contract.

**1.4. TRANSPORTATION AND DELIVERY:** Delivery and/or electronic delivery shall be as stated on each individual order. Vendor shall not charge for shipping/handling

**1.5. SUBCONTRACTING**

Subcontractors are allowed. If a vendor utilizes a subcontractor, it must be identified below. Please see Section 1.5.5 for adding or changing subcontractor(s) after execution of a contract.

1.5.1. Will subcontractors be utilized? ☐ Yes ☒ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.5.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

**If additional space is necessary to provide subcontractor information, please attach an additional page.**

1.5.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.5.4. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.5.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

#### **1.6. SUCCESSOR VENDOR**

☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units

performing substantially similar work to the services covered by the contract subject to its bid or offer; and

- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

**1.7. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Illinois and various other locations

Value of services performed at this location: 100%

- Location where services will be performed: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text](#)



## 2. PRICING

### 2.1 FORMAT OF PRICING:

2.1.1 Vendor's pricing is shown below.

	PART 1 Product Categories	Percentage Discount off ERP Pricing Level D
1	Enterprise Agreement	21.27%
2	Server Cloud Enrollment	21.27%
3	Select Plus	16.91%

	PART 2 Premier/Unified Support	Percentage Mark Up
1	Premier/Unified Support	0%

**2.2 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.

**2.3 EXPENSES ALLOWED:** Expenses are not allowed.

**2.4 DISCOUNT:** The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice.

**2.5 VENDOR'S PRICING:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor's Price for the Initial Term: Discount Percentage off Microsoft published ERP pricing level D /Mark Up Percentage as shown in Tables in Section 2.1.1.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed pricing.

☐ If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

2.5.2. Renewal Compensation: This contract has no renewal options.

**2.6 MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$NA without a formal amendment.

### 3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term of July 31, 2020 through July 30, 2024.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

#### 3.2 RENEWAL:

3.2.1. This contract will not be renewed. The State reserves the right to renew for a total of N/A.

- 3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.



- 3.5 OTHER TERMINATION:** The State may also terminate, in whole or in part, this contract without advance notice pursuant to Section 3.7.
- 3.6 SUSPENSION:** The State may also suspend, in whole or in part, this contract without advance notice pursuant to Section 3.7. Suspension of this contract will not affect either party's obligations for orders executed prior to such suspension.
- 3.7 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or DoIT reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and DoIT's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

## **4. STANDARD BUSINESS TERMS AND CONDITIONS**

### **4.1 PAYMENT TERMS AND CONDITIONS:**

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice the respective agency on a per order basis.

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

**4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by either party without the prior written consent of the other party.

**4.3 SUBCONTRACTING:** To the extent applicable and for purposes of this section, subcontractors are those specifically hired by Vendor to perform all or part of the work to be performed by Vendor under this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120. For greater clarification, Microsoft is not considered a Subcontractor under this Contract.

**4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities.



Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIMELY PERFORMANCE:** Vendor will perform its obligations under this contract in a prompt and timely manner. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. Each party will provide written notice in the event of a force majeure event. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration. A force majeure event shall not affect the obligation to pay for products and services previously received.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all of the State's data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is

independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** No Dell branded services or products are included in this Contract. No work for hire is contemplated as of the date this contract is executed. Provided, however, to the extent work for hire is contemplated during the term of this contract, an agreement with regard to work for hire will be negotiated and set forth in an order and the statement of work (SOW) giving rise to such work for hire. Notwithstanding anything in this Contract or amendment to the Contract or SOW, the parties to this Contract, including manufacturers of third party products purchased under this Contract, shall retain all pre-existing intellectual property rights.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for Commercial General Liability and Business Auto liability insurance. Vendor shall promptly provide State a Certificate of Insurance upon request. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims agreed to under the contract.



- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and to the extent applicable to its subcontractors, shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Vendor affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within seven (7) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendors and subcontractors, officers, employees or agents performing services on State owned, leased or controlled property. Vendor or subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;
- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and
- State must provide notice and consent forms. Vendor's and subcontractors officers, employees or agents performing services on state owned, leased or controlled property not consenting shall be reassigned.

However, in no event can Vendor agree to waive the rights of its employees, nor can Vendor provide the State with any information protected by law, including but not limited to Vendor's background check data.

#### **4.16 APPLICABLE LAW:**

**4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

**4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

**4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

**4.16.4 OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

**4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

**4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

**4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

**4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier



(UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

**4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

**4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

**4.23 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

**4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**4.25 WARRANTIES FOR SUPPLIES AND SERVICES:**

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and



encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

**4.27 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

**4.28 SUPPLEMENTAL TERMS:** Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.28.1 The procuring Agency and the State do not waive sovereign immunity;

4.28.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.28.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.28.4 No Dell branded products or software are sold under this Contract. If the Contract is amended to include Dell branded products or software the parties agree to amend the Contract to include appropriate licensing terms. The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through

agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

4.28.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.28.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.28.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

**4.29 RESERVED.**

## 5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

- 5.1.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILC 500/10-20(a)(4).
- 5.1.2 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute.
- 5.1.3 "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

☒ Agency Specific Terms and Conditions

- 5.1.4 The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.
- 5.1.5 Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.
- 5.1.6 The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
- 5.1.7 Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.
- 5.1.8 The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.
- 5.1.9 Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.
- 5.1.10 All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)

## Form B

### Certifications and Disclosures

BidBuy Reference #: [19-448DOIT-INFOT-B-11972](#) Procurement/Contract #: [19-448DOIT-INFOT-B-11972](#)

This Form B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor Registration Number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

**1. Certification of Illinois Procurement Gateway Registration**

My business has an active State of Illinois Vendor Registration Number.

To ensure that you have an active registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have an active IPG registration.

State of Illinois Vendor Registration Number: [REDACTED]

IPG Expiration Date: [9/11/2020](#)

**2. Certification Timely to this Solicitation or Contract**

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e). ☒ Yes ☐ No

**3. Disclosure of Lobbyist or Agent** (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

☐ Yes ☒ No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: [N/A](#)

#### 4. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

☒ Yes ☐ No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed. [In addition to the contract listed in our original submission, Dell is a party in the following consortium contracts. The values below are restricted to the State of Illinois. Please note that these consortium contracts are used by various states. Dell is unaware of any additional contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with agencies of the State of Illinois.](#)

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
State of Illinois DoIT	Dell Server Statewide Master Contract	Active	\$4,000,000	Master Blanket Purchase Order 20-448DOIT-INFOT-P-10880
Various Entities Included	IPHEC	Active	Approximately \$2,000,000	IPHEC
Various Entities Included	MHEC	Active	Approximately \$1,800,000	MHEC
State of Illinois Secretary of State	Invitation for Bid: 20VS106001-Lexmark Printers, Trays and Toners	Pending	Approximately \$500,000	Invitation for Bid: 20VS106001-Lexmark Printers, Trays and Toners
State of Illinois DoIT	Invitation for Bid: JPMC Microsoft Licensing Solutions Provider (LSP)	Pending	Approximately \$40,000,000	Invitation for Bid: 20-448DOIT-INFOT-B-11972

**5. Signature**

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: [Dell Marketing, L.P.](#)

Phone: [512.723.1679](#)

Street Address: [One Dell Way](#)

Email: [Heather\\_Jones1@Dell.com](mailto:Heather_Jones1@Dell.com)

City, State, Zip: [Round Rock, TX 78682](#)

Vendor Contact: [Heather Jones](#)

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

Date: [May 1, 2020](#)

Printed Name: [Heather Jones](#)

Title: [Proposal Manager](#)



## Taxpayer Identification Number

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),

and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,

and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: N/A

Business Name: Dell Marketing, L.P.

Taxpayer Identification Number:

Social Security Number: N/A

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

☐ Individual

☐ Sole Proprietor

☒ Partnership (Limited)

☐ Legal Services Corporation

☐ Tax-exempt

☐ Corporation providing or billing

☐ Governmental

☐ Nonresident alien

☐ Estate or trust

☐ Pharmacy (Non-Corp.)

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Limited Liability Company



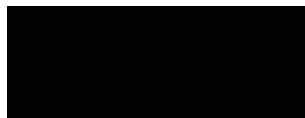
medical and/or health care services  
☐ Corporation NOT providing or billing  
medical and/or health care services

(select applicable tax classification)

☐ C = corporation

☐ P = partnership

Signature of Authorized Representative:



Date: May 20, 2020

## W-9 Form

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Dell Marketing LP</b>		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=Partnership) ▶  <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶         </div> <div style="width: 35%;"> <input type="checkbox"/> C Corporation  <input type="checkbox"/> S Corporation  <input checked="" type="checkbox"/> Partnership  <input type="checkbox"/> Trust/estate         </div> </div>		
4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>Applies to accounts maintained outside the U.S.</small>		
5 Address (number, street, and apt. or suite no.) See instructions. <b>C/O Dell USA LP P.O. Box 802816</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>Chicago, IL 60680-2816</b>		
7 List account number(s) here (optional)		
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>		
Social security number <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px 0;"></div> OR <div style="background-color: black; width: 100px; height: 20px; margin: 5px 0;"></div>		
<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
<b>Sign Here</b> Signature of U.S. person ▶	<div style="background-color: black; width: 150px; height: 30px; margin: 5px 0;"></div>	
	Date ▶ <b>1/8/2020</b>	
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.		

Cat. No. 10231X

Form W-9 (Rev. 10-2018)


## F - G. Certifications &amp; Board of Elections

## Dell Marketing L. P. DBA Dell


## Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	


## F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT. 


Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 


N/A

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 


Yes

4. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5 

Yes

5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10 

Yes

6. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5 

Yes

7. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

Yes

8. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

Yes

9. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14

Yes

10. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR OTHER VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25

Yes

11. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

Yes

12. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

13. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT. 30 ILCS 500/50-38

Yes

14. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50

Yes

15. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517

Yes

16. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

Yes

17. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

18. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT

ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

**Yes**

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

**Yes**

20. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

**Yes**

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

**Yes**

22. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

**Yes**

23. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

**Yes**

24. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11

**Yes**

25. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105

**Yes**

26. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2

**Yes**

27. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

**Yes**

28. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

**Yes**

29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133)

**N/A****G. Board of Elections (BOE)**

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

**Yes, I certify my business is registered with BOE.**

12741

**Additional Information**

STAFF ATTACHED FILE(S)



## H. Iran Disclosure

## Dell Marketing L. P. DBA Dell

## Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	

## H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?

No business operations to disclose.



## Additional Information

STAFF ATTACHED FILE(S)



## I. Financial Disclosure &amp; Conflicts of Interest

## Dell Marketing L. P. DBA Dell

## Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	

## I. Financial Disclosures &amp; Conflicts of Interest

## A. IDENTIFY THE APPLICABLE ENTITY TYPE.

**Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)**

## B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?


**No**

## C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

**Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)**

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME?

**Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)**

Document	Status
List of individuals or entities meeting one or more of the listed thresholds.	Attached by Dennis Brabandt on 8/23/2019
  <u>Holdings Statement</u> (PDF)	
  <u>IPG Percentage of Ownership and Distributive Income Form(1).docx</u> (DOCX)	

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1.

**Yes**

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE

DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

**Yes**

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

**Not applicable - For-Profit Entity**

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

**No**

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

**No**

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

**No**

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

**No**

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

**Not applicable - I answered No in Questions 5-8**

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

**Not applicable - I answered No in Questions 5-8**

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

**Not applicable - No individuals disclosed in question 1**

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

**Not applicable - No individuals disclosed in question 1**

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED

STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

**Not applicable - No individuals disclosed in question 1**

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

**Not applicable - No individuals disclosed in question 1**

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

**Not applicable - No individuals disclosed in question 1**

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

**Not applicable - No individuals disclosed in question 1**

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

**Not applicable - No individuals disclosed in question 1**

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

**Not applicable - No individuals disclosed in question 1**

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

**Not applicable - No individuals disclosed in question 1**

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

**Not applicable - No individuals disclosed in question 1**

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

**No**

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

**No**

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

**No**

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

**No**

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

**No**

### **Additional Information**

STAFF ATTACHED FILE(S)



## CONSENT AGENDA ITEM NO. 8.H.

**FOR COUNCIL:** November 12, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on an Ordinance Amending the Bloomington City Code Chapter 28, Section 194 to Clarify the Definition of “Loud And Raucous Noise” and the General Prohibition of Such Loud and Raucous Noise Emanating from Public and Private Locations, as requested by the Legal Department and the Administration Department.

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

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 6. Prosperous Downtown Bloomington

Goal 4. Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 3e. Strong working relationship among the City, businesses, economic development organizations

Objective 4e. Strong partnership with residents and neighborhood associations

**BACKGROUND:** Through discussions with Downtown business owners and residents, City Administration learned of concerns regarding excessive noise disrupting the peaceful enjoyment of customers at local businesses and residents in their homes.

Currently, the City’s Noise Ordinance does not address sounds originating from public spaces that are not owned or controlled by the individuals causing the disturbance. Specifically, the Ordinance restricts enforcement to sounds exceeding 70 decibels originating from properties owned or controlled by the person responsible for the noise, without addressing situations where the noise occurs in public areas, such as streets or street corners, that are outside of private ownership or control. The proposed amendments aim to clarify and update the language to extend the Ordinance's applicability to public, uncontrolled spaces.

The proposed changes are content-neutral, do not alter the 70 decibel threshold, and do not change the existing exemptions (parades and outdoor gatherings with permits, church and/school bells, public playgrounds, sporting activities, etc.).

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

**FINANCIAL IMPACT:** N/A

Respectfully submitted for consideration.

Prepared by: Chris Spanos, Corporation Counsel

**ATTACHMENTS:**



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

**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 28, SECTION 194 TO CLARIFY THE DEFINITION OF “LOUD AND RAUCOUS NOISE” AND THE GENERAL PROHIBITION OF SUCH LOUD AND RAUCOUS NOISE EMANATING FROM PUBLIC AND PRIVATE LOCATIONS**

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

**WHEREAS**, the City Council is responsible for managing the City Code; and

**WHEREAS**, the City Code provides for regulation of “loud and raucous” noise emanating from public and private locations; and

**WHEREAS**, staff recommends that the City Code be updated to clarify the definition of “loud and raucous noise” and to clarify the application of this prohibition 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 28 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

**SECTION 2.** The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

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

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

**SECTION 5.** 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.

**PASSED** this 12th day of November 2024.

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

**CITY OF BLOOMINGTON**

**ATTEST**

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

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



## EXHIBIT A

### Chapter Noise

28

#### § 28-194 [Ch. 28, Sec. 107] Noise.

. . .

#### B. Definitions.

##### **LOUD AND RAUCOUS NOISE**

Any sound ~~which that, because of~~ due to its volume level, duration, or nature, ~~and character,~~ annoys, disturbs, injures, or endangers the comfort, health, peace, or safety of reasonable persons ~~of ordinary sensibilities~~ within the limits of the City, regardless of the sounds' source or origin. The term includes, but is not limited to, the kinds of loud and raucous noise generated by the activities enumerated in Subsection D, but not including activities enumerated in Subsection F of this section.

C. General prohibition. It shall be unlawful for any person to make, continue, ~~or~~ cause to be made or continued, or to allow to be made, on any loud and raucous noise emanating, transmitting, broadcasting, or projected from any public or private location or premises occupied by or under the person's ownership or control at the time the noise is produced. ~~any loud and raucous noise.~~ Prohibited acts may be established both or either by the testimony of persons who have heard the noises and by recorded decibel levels.

. . .



## CONSENT AGENDA ITEM NO. 8.I.

**FOR COUNCIL:** November 12, 2024

**WARD IMPACTED:** Ward 4

**SUBJECT:** Consideration and Action on an Application from Kobe Revolving Sushi Bar, LLC, located at 1500 E. Empire St., Suite A1, Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

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

**STRATEGIC PLAN LINK:**

Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

**BACKGROUND:** Kobe Revolving Sushi Bar, LLC (Applicant) is requesting the creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, to be located at 1500 E. Empire St., Suite A1.

After a Public Hearing on October 8, 2024, Liquor Commissioner, Lindsay Meister, positively recommended the application to Council. Draft minutes of the Hearing are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** In accordance with the City Code, a public notice was published on September 29, 2024, in *The Pantagraph*. 203 notices were mailed to properties within 500 ft. applicant's property.

**FINANCIAL IMPACT:** The current annual license fee for a Class RBS Liquor License is \$1,500 and is recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

**ATTACHMENTS:**

[CLK 2B Application - Kobe Revolving Sushi Bar, LLC](#)

[CLK 2C Draft Liquor Commission Minutes](#)

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10/24/2024**City Clerk Requirement Verification Memo**

To: City Council Review

Re: KOBE REVOLVING SUSHI BAR, LLC

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Completed Application
- Lease Agreement
- List of Owners (Name, DOB, Address, % Owned)
- Computer Generated Site/Floor Plan
- Financial Statement
- Articles of Incorporation
- Bloomington/Normal Food & Beverage Tax Form
- Paid \$400 Application Fee

**Information Verified During Review**

- Entity is in Good Standing with the State of IL

**Current Ownership**

- Kobe Revolving Sushi Bar, LLC
  - Λ 45% Erin Chen
  - Λ 25% Jie Liu
  - Λ 25% Vivian Kong Doctora
  - Λ 5% Shunzhang Chen

**Items Due Before License Issuance**

- Certificate of Liability Insurance
- Bond
- List of BASSET Certified Individuals
- Health Dept. Inspection
- ECD Inspection

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



## Liquor License Application

**Applicant Business Contact Information:** Please fill in your business information completely and legibly.

<b>Legal Entity Name (Corporate/LLC Name)</b>	Kobe Revolving Sushi Bar LLC
<b>Doing Business As (DBA) OR Establishment Name</b> (Assumed names must be registered with the State of Illinois)	Kobe Revolving Sushi Bar LLC
<b>Legal Entity Address (including City, State, and Zip)</b>	
<b>Legal Entity Phone Number</b>	
<b>Legal Entity Email Address</b>	Koberevolving@gmail.com
<b>Establishment Address including Zip</b>	1500 E Empire Suite A1, Bloomington, IL 61704
<b>Establishment Phone Number</b>	TBD
<b>Establishment Email Address</b>	Koberevolving@gmail.com
<b>*Email Address for ALL City Communications:</b>	

\*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

### BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

**Primary Contact:**

<b>Name (First &amp; Last)</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
Eric Chen	Bloomington	IL	61704
<b>Phone Number</b>	<b>Email Address</b>		

**Contact Information for the Legal Entity's Agent: (If applicable)**

<b>Name (First &amp; Last)</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Phone Number</b>	<b>Email Address</b>		

**Contact Information for the Establishment's General Manager: (If different than above)**

<b>Name (First &amp; Last)</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Phone Number</b>	<b>Email Address</b>		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
<b>PA</b>	Package Sales – All Types of Liquor (Fee applies to all except CA, EA, RA, or TA)	\$600	\$1,200	\$650	\$1,300
<b>PB</b>	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	(Package Sales fee for CB, EB, RB, or TB, but <b>no</b> Package Sales fee applies to CA, EA, RA, or TA)	\$112.50	\$225	\$150	\$300
<b>S</b>	Sunday (Fee applies to all except CA & CB)	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-



### Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
<b>CA</b>	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
<b>CB</b>	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
<b>EA</b>	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
<b>EB</b>	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
<b>GPB</b>	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
<b>MA</b>	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
<b>MB</b>	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
<b>RAP</b>	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
<b>RBP</b>	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
<b>RA</b>	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
<b>RB</b>	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
<b>ST</b>	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
<b>TAP</b>	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
<b>TBP</b>	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
<b>TA</b>	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
<b>TB</b>	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

#### Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.
 

☐ **Sole Proprietorship**  
☒ **Limited Liability Company (LLC)**  
*A copy of the Articles of Organization must be attached.*

☐ **Partnership** (Date of Formation: \_\_\_\_\_)  
☐ **Corporation** (Inc. or Corp.)  
*A copy of the Articles of Incorporation must be attached.*
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☐ Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* \_\_\_\_\_  
☒ No  
☐ N/A

#### Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:
 

☒ Yes ☐ No Are 21 years of age or older.  
☐ Yes ☒ No Are citizens of the United States.  
☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).  
☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.  
☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
 

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?  
 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?





5. ☐ Yes ☒ No Is the premises for which the license is sought owned?  
5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?  
If so, a copy of the lease is required.
- ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? If yes, please explain: \_\_\_\_\_

#### Nature of License:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Revolving Sushi Restaurant
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) RB
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)  
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
5. ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: \_\_\_\_\_  
be able to provide that as an option for patrons/customers.
7. If approved, how would the liquor license benefit the City and its residents? \_\_\_\_\_  
taxes generated from the sales will contribute to the overall city revenue.
8. ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? If yes, please explain: \_\_\_\_\_
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?  
If yes, what sources will such revenue be derived? \_\_\_\_\_  
Sushi, Boba tea, and other items on the menu like ramen noodles, bao etc
11. If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

#### Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	11	9
Tuesday:	11	9
Wednesday:	11	9
Thursday:	11	9
Friday:	11	10
Saturday:	11	10
Sunday:	11	9
2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)  
Commerical mixed use
  - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?  
not that we are aware of
  - 2B. Is the area predominately residential, are they single or multi-family homes?  
not that we are aware of.
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)  
The location is within a shopping center across from Eastland Mall and there are plenty of parking spaces and street are wide for cars to come in and out of the plaza.
4. How much additional traffic is expected to be generated with a liquor license?  
it will be difficult to determine as the restaurant is designed to be family friendly restaurant. There is a
5. Describe any and all on- and off-street parking: \_\_\_\_\_  
There is a parking lot right in front of the premises so there is no off street parking.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 1

**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☐ Yes ☒ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☒ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?  
4A If yes, please explain: Two of the owners currently own and operate Kobe Hibachi Grill.
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? If yes, please explain: \_\_\_\_\_
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? If yes, please explain: \_\_\_\_\_
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? If yes, please explain: \_\_\_\_\_
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? If yes, please explain: \_\_\_\_\_

**Please provide any additional information significant to this application:**

I am not able to locate the Food and Beverage form but I will submit when I am able to locate. Also can't locate a copy of the lease as they sent a hardcopy to us. I can drop it off but I am not able to upload a copy here. Still waiting on answer to the financial question. we do have initial investment broken out if that

**Additional License Interests:**

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License (Downtown Area Only)** Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☐ Yes ☒ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

*Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.*

**I, the undersigned, swear or affirm that:**

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Vivian Kong Doctora

Name (Please Print)

Equity Partner

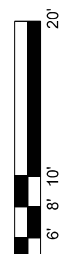
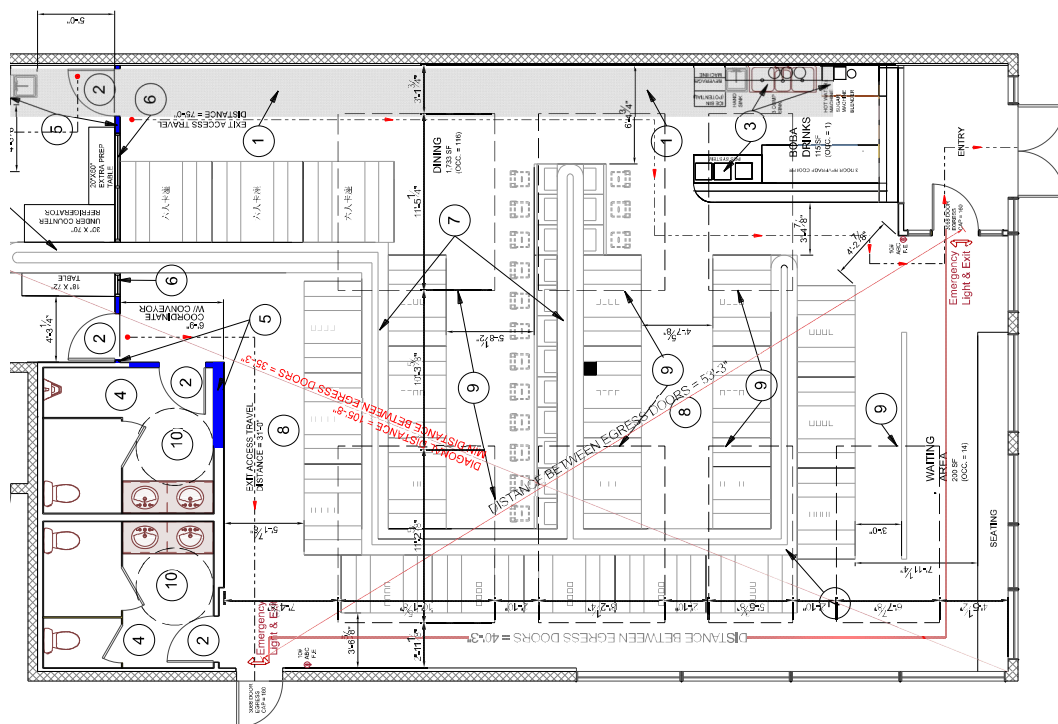
Title

9/6/2024

Date







# PROPOSED FLOOR PLAN & LIFE SAFETY PLAN

SCALE: 1/8" = 1'-0"

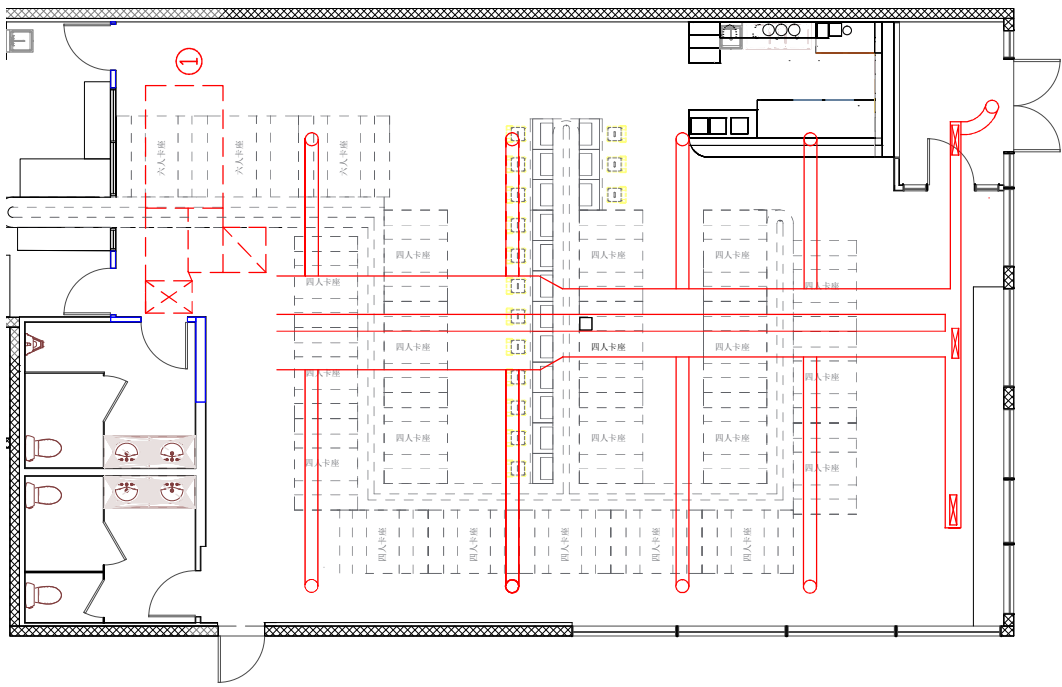




REMOVE GRILLES AND DUCTWORK CONNECTED TO DEMISED WALLS AND CEILINGS.

IF A DUCTED RETURN- PROVIDE UNREDUCED RETURN AIR MEANS SERVING THE SAME AREA AS BEFORE.

EXISTING SUPPLY DIFFUSERS IN DEMISED WALLS TO REMAIN. ADEQUATELY SUPPORT NEWLY EXPOSED DUCT TO ROOF STRUCTURE.



RETURN AIR SYSTEM: EVALUATE RETURN AIR METHODS AND PATHS FOR RETURN AIR GRILLES IN DEMISED WALLS. ASSURE THAT RETURN AIR DUCTS LEADING TO THE HVAC UNIT REMAIN FULL-SIZE AND HAVE ADDITIONAL SUPPORT TO THE STRUCTURE AS-NEEDED.

RETURNS TO BE TERMINATED AT A POINT NEAR THE HEIGHT OF THE SUPPLY DIFFUSERS AND NEW HORIZONTAL RETURN.

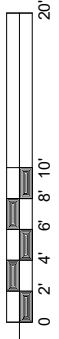
SUPPLY AIR SYSTEM: WILL REMAIN UNCHANGED. PAINT ANYTHING NEWLY EXPOSED TO MATCH EXISTING PAINTED EXPOSED CEILING.

EXISTING RESTROOM EXHAUST FANS TO BE INSPECTED, CLEANED AND RETURNED TO SERVICE.

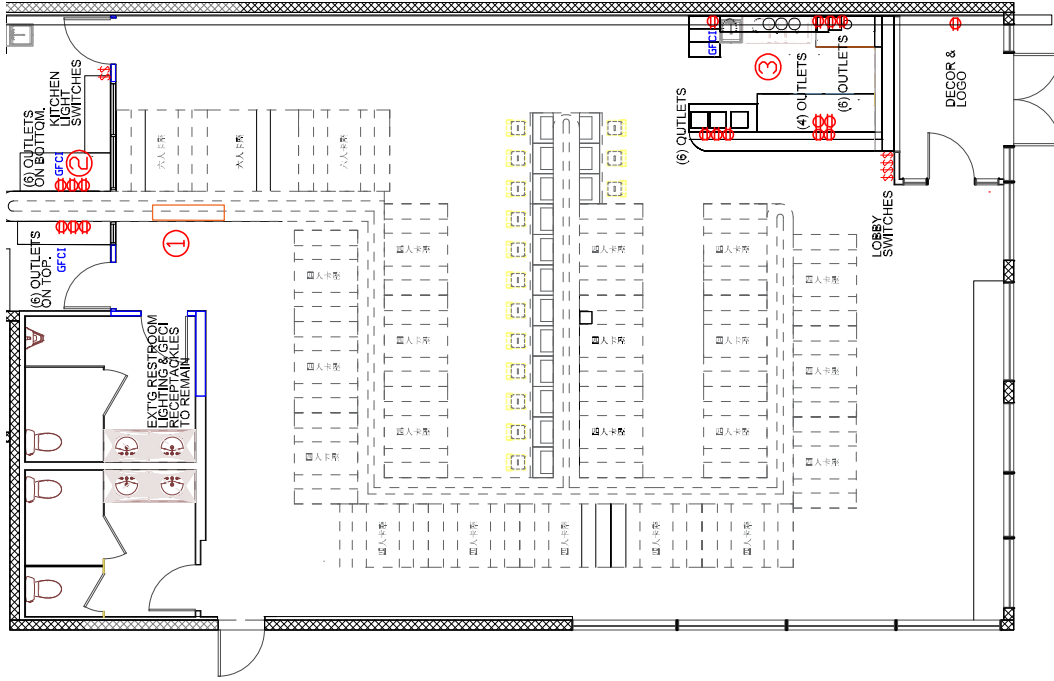


PROPOSED HVAC PLAN

SCALE: 1/8" = 1'-0"

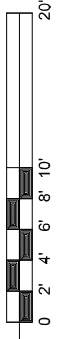


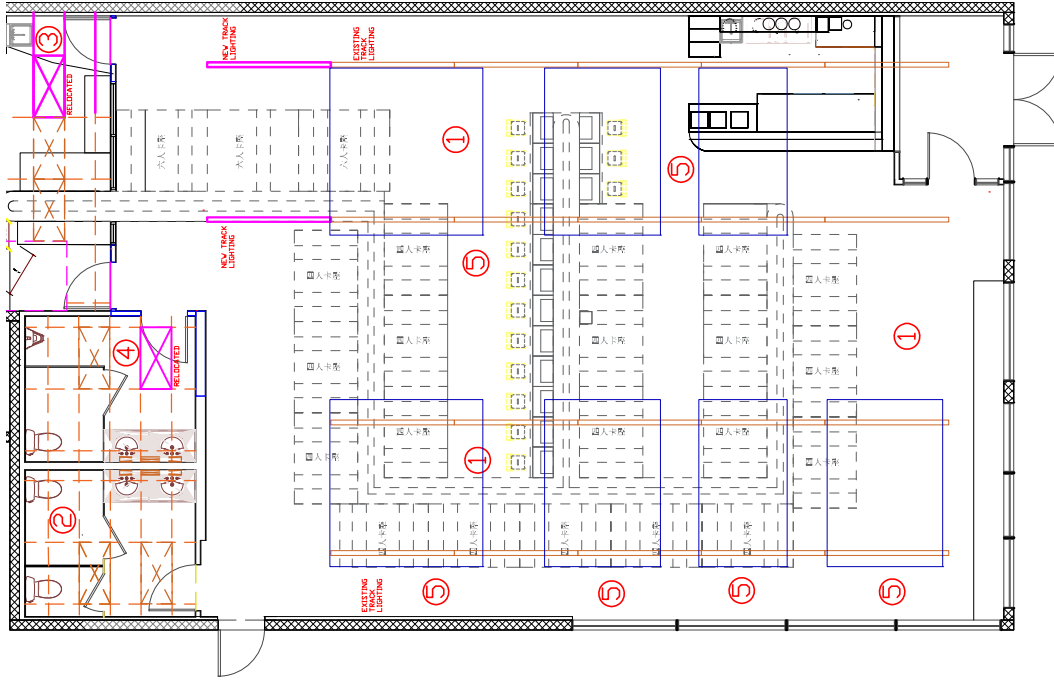




# PROPOSED POWER PLAN

SCALE: 1/8" = 1'-0"





REMOVE LIGHT FIXTURES IN THIS AREA.

TRACK LIGHTING TO REMAIN.  
REPLACE EXISTING  
PER OWNER.

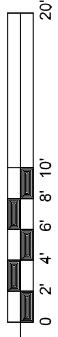
EXTEND TRACK LIGHTING  
INTO THIS AREA.

EXISTING TRACK  
LIGHTING IN  
THIS AREA.



## PROPOSED LIGHTING PLAN

SCALE: 1/8" = 1'-0"



Manoj Tamang, Owner of Rice N Spice Indian Grill, Inc., after being sworn, addressed the Commission. Mr. Tamang stated that the restaurant opened the previous week, and they requested a liquor license to enhance the experience of the customers.

Commissioner Meister asked Mr. Tamang to describe the business. Mr. Tamang described the business as a fine dining restaurant that served food and that customers would enjoy liquor with meals.

Commissioner Meister asked whether the restaurant was dine-in only. Mr. Tamang answered yes.

Commissioner Meister asked who would be managing the restaurant. Mr. Tamang stated that he and his wife, Puja Rani, would manage the restaurant.

Commissioner Meister asked if staff were BASSET certified. Mr. Tamang answered yes.

Commissioner Meister asked about the hours of operation. Mr. Tamang stated that they were open Monday through Sunday 11:00 a.m. to 3:00 p.m., reopened at 4:30 p.m. to 10:00 p.m., but hope to open morning to night in the future.

Commissioner Meister asked about the capacity of the establishment. Mr. Tamang stated that the capacity would be 164 people.

Asst. Police Chief Wamsley and Mr. Boyle asked whether they planned to extend beyond 10:00 p.m. hours. Mr. Tamang stated that many establishments Downtown stayed open until 2:00 a.m. and that, in the future, they planned to stay open serving food for takeout until 2:00 a.m. but would stop selling alcohol at 10:00 p.m.

Mr. Boyle asked whether Mr. Tamang had any experience at establishments with liquor licenses. Mr. Tamang stated that he had experience at a restaurant in Chicago, but this venture would be his first time with an establishment selling liquor. Mr. Boyle asked if they were renting the space. Mr. Tamang stated they were renting, and the space was owned by Vicente Adame.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:15 p.m.

**Commissioner Meister positively recommended the Item to Council as presented.**

*The following item was presented:*

Item 5. C. Public Hearing and Action on an Application from Kobe Revolving Sushi Bar, LLC, located at 1500 E. Empire St., Suite A1, Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:16 p.m.

Vivian Kong Doctora, co-owner of Kobe Revolving Sushi Bar LLC, after being sworn, addressed the Commission. Mrs. Kong Doctora stated the restaurant would serve sushi on a conveyor belt where customers could choose items. She explained there would also be a boba tea station available.

Commissioner Meister asked about the capacity of the establishment. Mrs. Kong Doctora stated the capacity would be 110 people.



Commissioner Meister asked whether the hours listed on the application were correct. Mrs. Kong Doctora answered yes.

Commissioner Meister asked whether staff were BASSET certified. Mrs. Kong Doctora stated that she must renew hers, but Eric Chen and the General Manager were certified and that all employees serving alcohol would be trained.

Mr. Boyle asked if any owner had worked for an establishment with a liquor license. Eric Chen, co-owner of Kobe Revolving Sushi Bar LLC, after being sworn, addressed the Commission. Mr. Chen stated that he owned Kobe Hibachi Steakhouse & Sushi and held a liquor license for 13 years.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:17 p.m.

**Commissioner Meister positively recommended the Item to Council as presented.**

*The following item was presented:*

Item 5.D. First Appearance on a Citation Issued to TVEO Corporation, d/b/a Eric's Too, located at 921 Maple Hill Rd., for Violating Chapter 6, Section 26(a) of the Bloomington City Code Relating to Selling Alcohol to a Minor.

Mr. Boyle noted the compliance check by the Bloomington Police Department on August 29, 2024. He reported that the establishment sold alcohol to a minor and it was their second violation. He noted the establishment admitted to the violation and paid a fine of \$1,000.

*The following item was presented:*

Item 5.E. First Appearance on a Citation Issued to Fiesta Ranchera of IL, Inc., d/b/a Fiesta Ranchera #3, located at 1500 E. Empire St., for Violating Chapter 6, Section 26(a) of the Bloomington City Code Relating to Selling Alcohol to a Minor.

Mr. Boyle noted the compliance check by the Bloomington Police Department on August 29, 2024. He reported that the establishment sold alcohol to a minor and it was their second violation. He noted the establishment admitted to the violation and paid a fine of \$1,000.

*The following item was presented:*

Item 5. F. First Appearance on a Citation Issued to GS Partners, Inc., d/b/a Ride the Nine/Shooters Lounge, located at 503 N. Prospect Rd., Unit 304, for Violating Chapter 6, Section 27(b) of the Bloomington City Code Relating to allowing a minor in a tavern, and Chapter 6, Section 26(a) of the Bloomington City Code Relating to Selling Alcohol to a Minor.

Mr. Boyle noted the compliance check by the Bloomington Police Department on August 29, 2024. He reported that the establishment allowed a minor into a tavern and then sold alcohol to that minor resulting in two violations. He reported the establishment admitted to the violations and paid a fine of \$1,000.

*The following item was presented:*

Item 5.G. Continued Appearance on a Citation Issued to JL Palma, LLC, d/b/a Venue 309, located at 1611 Morrissey Dr. Unit 2, for Violating Chapter 6, Section 102A of the Bloomington City Code Relating to Sale of Alcohol Without a License and Chapter 6, Section



## CONSENT AGENDA ITEM NO. 8.J.

**FOR COUNCIL:** November 12, 2024

**WARD IMPACTED:** Ward 6

**SUBJECT:** Consideration and Action on an Application from Rice N Spice Indian Grill, Inc., located at 110 W. Washington St., 1st Floor, Requesting Approval of the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

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

**STRATEGIC PLAN LINK:**

Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

**BACKGROUND:** Rice N Spice Indian Grill, Inc. (Applicant) is requesting the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License for an establishment located at 110 W. Washington St., 1st Floor. The applicant requests the license for the opportunity to provide a fine dining restaurant downtown that caters to families.

After a Public Hearing on October 8, 2024, Liquor Commissioner, Lindsay Meister, positively recommended the application to Council. Draft minutes of the Hearing are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** In accordance with the City Code, a public notice was published on September 29, 2024, in *The Pantagraph*. 77 notices were mailed to properties within 500 ft. of the applicant's property.

**FINANCIAL IMPACT:** The current annual license fee for a Class RAS Liquor License is \$3,300 and is recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

**ATTACHMENTS:**

[CLK 3B Application - Rice N Spice Indian Grill, Inc](#)

[CLK 3C Draft Liquor Commission Minutes](#)

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10/24/2024**City Clerk Requirement Verification Memo**

To: City Council Review

Re: RICE N SPICE INDIAN GRILL, INC

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Completed Application
- Lease Agreement
- List of Owners (Name, DOB, Address, % Owned)
- Computer Generated Site/Floor Plan
- Financial Statement
- Articles of Incorporation
- Paid \$400 Application Fee

**Information Verified During Review**

- Entity is in Good Standing with the State of IL

**Current Ownership**

- Kobe Revolving Sushi Bar, LLC  
  ^ 100% MANOJ TAMANG

**Items Due Before License Issuance**

- Certificate of Liability Insurance
- Bond
- List of BASSET Certified Individuals
- Health Dept. Inspection
- ECD Inspection

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



## Liquor License Application

**Applicant Business Contact Information:** Please fill in your business information completely and legibly.

<b>Legal Entity Name (Corporate/LLC Name)</b>	Rice N Spice Indian Grill Inc.
<b>Doing Business As (DBA) OR Establishment Name</b> <i>(Assumed names must be registered with the State of Illinois)</i>	Rice N Spice Indian Grill <span style="color: green;">1st Floor</span>
<b>Legal Entity Address</b> <i>(including City, State, and Zip)</i>	110 W Washington Street, Bloomington, Illinois 61701
<b>Legal Entity Phone Number</b>	[REDACTED]
<b>Legal Entity Email Address</b>	ricenspiceindiagrill@gmail.com <span style="color: green;">1st Floor</span>
<b>Establishment Address including Zip</b>	110 W Washington Street, Bloomington, Illinois 61701
<b>Establishment Phone Number</b>	309-319-2765
<b>Establishment Email Address</b>	ricenspiceindiagrill@gmail.com
<b>*Email Address for <u>ALL</u> City Communications:</b>	ricenspiceindiagrill@gmail.com

\*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

### BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

**Primary Contact:**

<b>Name (First &amp; Last)</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
Puja Rani	Bloomington	IL	61704
<b>Phone Number</b>	<b>Email Address</b>		
[REDACTED]	ricenspiceindiagrill@gmail.com		

**Contact Information for the Legal Entity's Agent:** *(If applicable)*

<b>Name (First &amp; Last)</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
Manoj Tamang	Bloomington	IL	61704
<b>Phone Number</b>	<b>Email Address</b>		
[REDACTED]	ricenspiceindiagrill@gmail.com		

**Contact Information for the Establishment's General Manager:** *(If different than above)*

<b>Name (First &amp; Last)</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Phone Number</b>	<b>Email Address</b>		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA &amp; CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-



### Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
<b>CA</b>	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
<b>CB</b>	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
<b>EA</b>	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
<b>EB</b>	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
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<b>RA</b>	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
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<b>TB</b>	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

#### Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.
 

☐ **Sole Proprietorship**  
☐ **Limited Liability Company (LLC)**  
*A copy of the Articles of Organization must be attached.*

☐ **Partnership** (Date of Formation: \_\_\_\_\_)  
☒ **Corporation** (Inc. or Corp.)  
*A copy of the Articles of Incorporation must be attached.*
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☐ Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* \_\_\_\_\_  
☒ No  
☐ N/A

#### Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:
 

☒ Yes ☐ No Are 21 years of age or older.  
☐ Yes ☒ No Are citizens of the United States.  
☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).  
☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.  
☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
 

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?  
 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☐ Yes ☒ No Is the premises for which the license is sought owned?  
5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?  
*If so, a copy of the lease is required.*
- ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* \_\_\_\_\_

#### Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Fine Dining Restaurant
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RA
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)  
*See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>*
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: \_\_\_\_\_  
To compliment the food menu and dining experience
- If approved, how would the liquor license benefit the City and its residents? \_\_\_\_\_  
Add a fine dining restaurant to the downtown scene that caters to families
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* \_\_\_\_\_
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?  
*If yes, what sources will such revenue be derived?* \_\_\_\_\_  
Food sales
- If approved, what license renewal billing cycle would be preferred? ☐ Annual ☒ Semi-Annual

#### Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	7:00 AM	10:00 PM
Tuesday:	7:00 AM	10:00 PM
Wednesday:	7:00 AM	10:00 PM
Thursday:	7:00 AM	10:00 PM
Friday:	7:00 AM	10:00 PM
Saturday:	7:00 AM	10:00 PM
Sunday:	7:00 AM	10:00 PM
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)  
Commercial - located in the downtown district
  - If there are office or commercial buildings nearby, approximately what are their hours of operation?  
Yes - 9 AM - 5 PM M-F
  - Is the area predominately residential, are they single or multi-family homes?  
No
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) \_\_\_\_\_  
Washington Street, Main Street, Center Street, East Street, Front Street, Jefferson Street
- How much additional traffic is expected to be generated with a liquor license? \_\_\_\_\_  
None
- Describe any and all on- and off-street parking: \_\_\_\_\_  
Both on street and off street parking is available - Off street located in the parking garage
- How many establishments with liquor licenses are located within 500 ft. of the establishment? Several



**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?  
4A If yes, please explain: \_\_\_\_\_
5. ☐ Yes ☐ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* \_\_\_\_\_
6. ☐ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* \_\_\_\_\_
7. ☐ Yes ☐ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* \_\_\_\_\_
8. ☐ Yes ☐ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* \_\_\_\_\_

Please provide any additional information significant to this application:

\_\_\_\_\_

\_\_\_\_\_

**Additional License Interests:**

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☐ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☐ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☐ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☐ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☐ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

*Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.*

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Manoj Tamang

Name (Please Print)

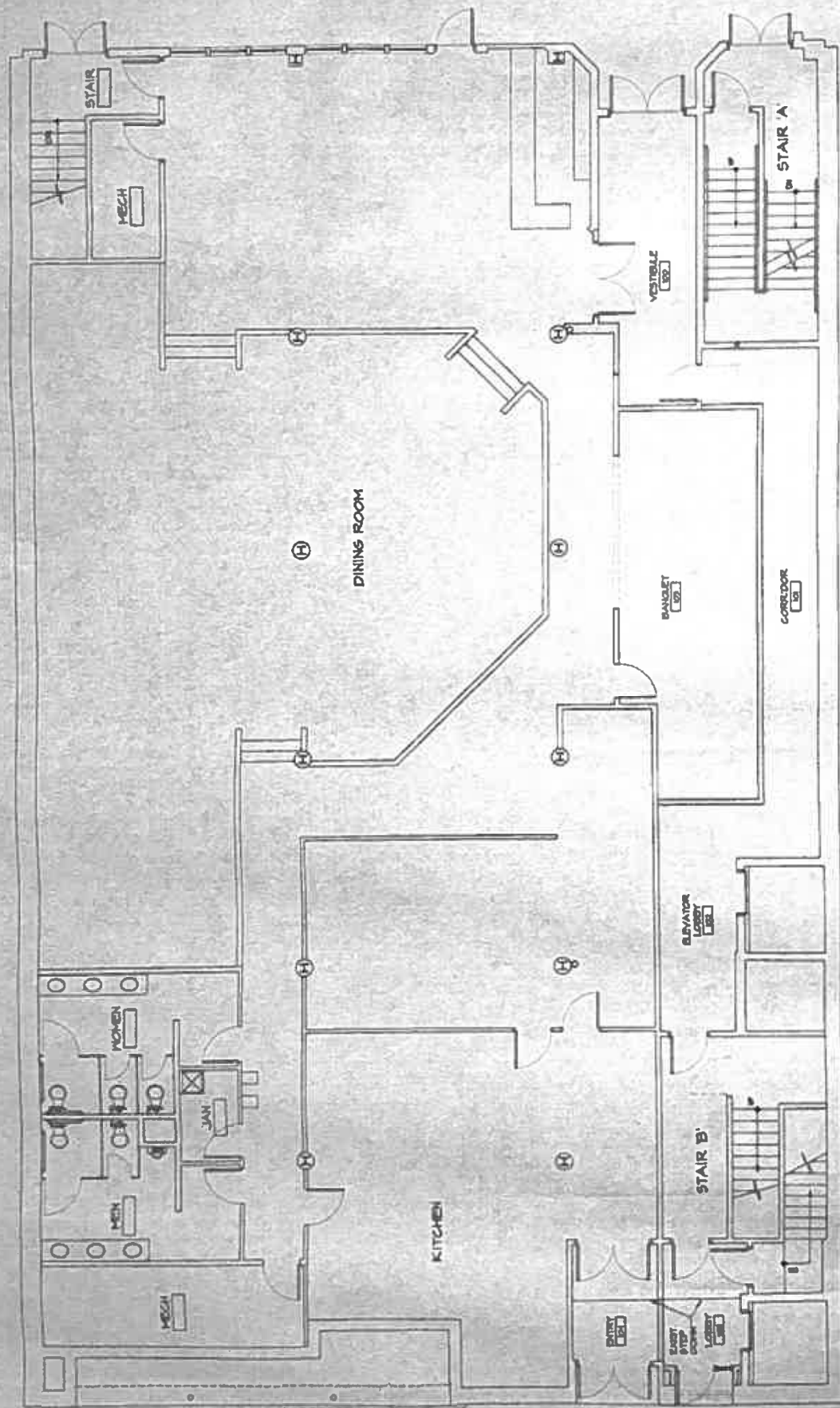
Owner/Operator

Title

September 3, 2024

Date





FIRST FLOOR PLAN  
 SCALE: 1/8" = 1'-0"

Viren Nayi, Owner of Bloomington Shell, after being sworn, addressed the Commission.

Commissioner Meister asked whether everything would remain the same. Mr. Nayi stated that everything would remain the same, but shelving would be adjusted to increase liquor stock. He explained the liquor would be on shelves, behind, and in front of the cashier counter.

Commissioner Meister asked whether hours would remain the same and whether employees were BASSET certified. Mr. Nayi stated that hours would remain the same and that staff were BASSET certified. He stated that any that were not certified would be trained.

George Boyle, Asst. Corporation Counsel, asked how long Mr. Nayi had been operating the business. Mr. Nayi stated he had been the owner since March 2021. Mr. Boyle asked whether Mr. Nayi was aware of the floor of limitations on the advertisement of alcohol. Mr. Nayi stated that he was not familiar. Mr. Boyle explained that City Code Chapter 6, Section 1 contained requirements for convenience stores.

Mr. Boyle then asked if the business would continue to operate as a convenience store. Mr. Nayi answered yes.

Mr. Boyle asked whether the business would turn primarily into a liquor store. Mr. Nayi answered no.

Mr. Boyle asked what size of alcohol would be served. Mr. Nayi stated the authorized amounts would be served but did not give specific sizes. Mr. Boyle asked whether half pints and 750 mL would be served. Mr. Nayi answered yes. Mr. Boyle asked whether larger, 1.5L amounts would be served. Mr. Nayi stated that they would not be served as they were not a full liquor store, but a convenience store.

Commissioner Meister asked whether single servings would be served. Mr. Nayi answered yes.

Chad Wamsley, Asst. Police Chief, asked about the size of the alcohol section. Mr. Nayi restated liquor would be on shelves, behind, and in front of the cashier counter. Asst. Police Chief Wamsley asked if only beer and wine were served. Mr. Nayi answered that currently only beer and wine were served.

Mr. Boyle asked whether more space than present would be devoted to alcohol sales. Mr. Nayi answered that space would remain the same, but shelving and items at the front of the cashier counter would be rearranged so the cashier could monitor the alcohol section. Mr. Boyle asked whether there would be an increased percentage of floor space dedicated to alcohol sales. Mr. Nayi stated that the majority of the space would be dedicated to convenience store items.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:07 p.m.

**Commissioner Meister positively recommended the Item to Council as presented.**

***The following item was presented:***

**Item 5. B. Public Hearing and Action on an Application from Rice N Spice Indian Grill, Inc., located at 110 W. Washington St., 1st Floor, Requesting Approval of the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.**

**Commissioner Meister opened the Public Hearing at 4:08 p.m.**

Manoj Tamang, Owner of Rice N Spice Indian Grill, Inc., after being sworn, addressed the Commission. Mr. Tamang stated that the restaurant opened the previous week, and they requested a liquor license to enhance the experience of the customers.

Commissioner Meister asked Mr. Tamang to describe the business. Mr. Tamang described the business as a fine dining restaurant that served food and that customers would enjoy liquor with meals.

Commissioner Meister asked whether the restaurant was dine-in only. Mr. Tamang answered yes.

Commissioner Meister asked who would be managing the restaurant. Mr. Tamang stated that he and his wife, Puja Rani, would manage the restaurant.

Commissioner Meister asked if staff were BASSET certified. Mr. Tamang answered yes.

Commissioner Meister asked about the hours of operation. Mr. Tamang stated that they were open Monday through Sunday 11:00 a.m. to 3:00 p.m., reopened at 4:30 p.m. to 10:00 p.m., but hope to open morning to night in the future.

Commissioner Meister asked about the capacity of the establishment. Mr. Tamang stated that the capacity would be 164 people.

Asst. Police Chief Wamsley and Mr. Boyle asked whether they planned to extend beyond 10:00 p.m. hours. Mr. Tamang stated that many establishments Downtown stayed open until 2:00 a.m. and that, in the future, they planned to stay open serving food for takeout until 2:00 a.m. but would stop selling alcohol at 10:00 p.m.

Mr. Boyle asked whether Mr. Tamang had any experience at establishments with liquor licenses. Mr. Tamang stated that he had experience at a restaurant in Chicago, but this venture would be his first time with an establishment selling liquor. Mr. Boyle asked if they were renting the space. Mr. Tamang stated they were renting, and the space was owned by Vicente Adame.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:15 p.m.

**Commissioner Meister positively recommended the Item to Council as presented.**

*The following item was presented:*

Item 5. C. Public Hearing and Action on an Application from Kobe Revolving Sushi Bar, LLC, located at 1500 E. Empire St., Suite A1, Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:16 p.m.

Vivian Kong Doctora, co-owner of Kobe Revolving Sushi Bar LLC, after being sworn, addressed the Commission. Mrs. Kong Doctora stated the restaurant would serve sushi on a conveyor belt where customers could choose items. She explained there would also be a boba tea station available.

Commissioner Meister asked about the capacity of the establishment. Mrs. Kong Doctora stated the capacity would be 110 people.



## CONSENT AGENDA ITEM NO. 8.K.

**FOR COUNCIL:** November 12, 2024

**WARD IMPACTED:** Ward 1

**SUBJECT:** Consideration and Action on an Application from Jay Sadhimaa Two, LLC, d/b/a Bloomington Shell, located at 2401 E. Oakland Ave., Requesting Approval of a Change in Classification from a Class GPBS (Gas Station Grocery Convenience Store, Beer & Wine Only, and Sunday Sales) Liquor License to a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

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

**STRATEGIC PLAN LINK:**

Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 3a. Retention and growth of current local businesses

**BACKGROUND:** Jay Sadhimaa Two, LLC (Applicant) is requesting a Change in Classification from a Class GPBS (Gas Station Grocery Convenience Store, Beer & Wine Only, and Sunday Sales) Liquor License to a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, and Sunday Sales) Liquor License for the establishment located at 2401 E. Oakland Ave. The applicant requests the classification change to allow it to provide customers with more options.

After a Public Hearing on October 8, 2024, Liquor Commissioner, Lindsay Meister, positively recommended the application to Council. Draft minutes of the Hearing are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** In accordance with the City Code, a public notice was published on September 29, 2024, in *The Pantagraph*. 22 notices were mailed to properties adjacent to the applicant's property.

**FINANCIAL IMPACT:** The current annual license fee for a Class GPAS Liquor License is \$1,900 and is recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

**ATTACHMENTS:**

CLK 4B Application - Bloomington Shell  
CLK 4C Draft Liquor Commission Minutes

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10/24/2024**City Clerk Requirement Verification Memo**

To: City Council Review

Re: JAY SADHIMAA TWO, LLC, d/b/a BLOOMINGTON SHELL

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Completed Application
- Email Modifying Requested License Type from GPBS to GPAS
- Computer Generated Site/Floor Plan
- Bond
- Financial Statement
- Articles of Organization
- Paid \$400 Application Fee

**Information Verified During Review**

- DBA/Assumed Name Registered with the State of IL
- Entity is in Good Standing with the State of IL
- Verified Establishment Ownership

**Current Ownership**

- Jay Sadhimaa Two, LLC  
  ^ 100% Owned by Viren Nayi

**Items Due Before License Issuance**

- BASSET Certified Employee List
- Insurance

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.





## Liquor License Application

**Applicant Business Contact Information:** Please fill in your business information completely and legibly.

<b>Legal Entity Name (Corporate/LLC Name)</b>	Jay Sadhimaa Two LLC
<b>Doing Business As (DBA) OR Establishment Name</b> <i>(Assumed names must be registered with the State of Illinois)</i>	Bloomington Shell
<b>Legal Entity Address (including City, State, and Zip)</b>	2401 E Oakland Ave Bloomington Illinois 61701
<b>Legal Entity Phone Number</b>	309-664-0175
<b>Legal Entity Email Address</b>	Vnayi@yahoo.com
<b>Establishment Address including Zip</b>	2401 E Oakland Ave Bloomington Illinois 61701
<b>Establishment Phone Number</b>	309-664-0175
<b>Establishment Email Address</b>	Vnayi@yahoo.com
<b>*Email Address for <u>ALL</u> City Communications:</b>	Vnayi@yahoo.com

\*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

### BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

**Primary Contact:**

Name (First & Last)	City	State	Zip
Viren Nayi	Naperville	IL	60564
Phone Number	Email Address		
	Vnayi@yahoo.com		

**Contact Information for the Legal Entity's Agent: (If applicable)**

Name (First & Last)	City	State	Zip
Viren Nayi	Naperville	IL	60564
Phone Number	Email Address		
	Vnayi@yahoo.com		

**Contact Information for the Establishment's General Manager: (If different than above)**

Name (First & Last)	City	State	Zip
Dhruvkumar Patel	Bloomington	IL	61701
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
<b>PA</b>	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
<b>PB</b>	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
<b>S</b>	Sunday <i>(Fee applies to all except CA &amp; CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-



### Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
<b>CA</b>	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
<b>CB</b>	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
<b>EA</b>	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
<b>EB</b>	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
<b>GPB</b>	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
<b>MA</b>	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
<b>MB</b>	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
<b>RAP</b>	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
<b>RBP</b>	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
<b>RA</b>	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
<b>RB</b>	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
<b>ST</b>	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
<b>TAP</b>	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
<b>TBP</b>	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
<b>TA</b>	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
<b>TB</b>	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

#### Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.  

☐ **Sole Proprietorship**  
☒ **Limited Liability Company (LLC)**  
*A copy of the Articles of Organization must be attached.*

☐ **Partnership** (Date of Formation: 05-20-2020)  
☐ **Corporation** (Inc. or Corp.)  
*A copy of the Articles of Incorporation must be attached.*
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☐ Yes ☒ No ☐ N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:
 

☒ Yes ☐ No Are 21 years of age or older.  
☒ Yes ☐ No Are citizens of the United States.  
☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).  
☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.  
☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
 

2A ☐ Yes ☒ No Are any of the persons listed under ownership a resident of McLean County?  
 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☒ Yes ☐ No Is the premises for which the license is sought owned?  
5A ☐ Yes ☒ No If not, does a valid lease to the premises for which the license is sought exist?  
*If so, a copy of the lease is required.*  
☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* \_\_\_\_\_

#### Nature of License:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Convenient store
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) PA and Sunday sale
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)  
*See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>*
5. ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: \_\_\_\_\_  
To give customers more options to shop and I feel I'm being disadvantaged.
7. If approved, how would the liquor license benefit the City and its residents? \_\_\_\_\_  
City would generate more sales tax from this establishment and residents would have one stop shop
8. ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* \_\_\_\_\_
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☐ Yes ☒ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?  
*If yes, what sources will such revenue be derived?* \_\_\_\_\_
11. If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

#### Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	5:00 am	11:00 pm
Tuesday:	5:00 am	11:00 pm
Wednesday:	5:00 am	11:00 pm
Thursday:	5:00 am	11:00 pm
Friday:	5:00 am	11:00 pm
Saturday:	6:00 am	11:00 pm
Sunday:	6:00 am	11:00 pm
2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)  
There is mixed of residents and commercial.
  - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?  
Shopping center: 6 am to midnight, bank: 9 am to 5 pm
  - 2B. Is the area predominately residential, are they single or multi-family homes?  
Single family homes
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)  
Four season rd: two way, Oakland Ave: two way
4. How much additional traffic is expected to be generated with a liquor license? \_\_\_\_\_  
15%
5. Describe any and all on- and off-street parking: \_\_\_\_\_  
No street parking on any streets.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 1



**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☒ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?  
4A If yes, please explain: Currently have beer and wine license at this establishment
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* \_\_\_\_\_
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* \_\_\_\_\_
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* \_\_\_\_\_
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* \_\_\_\_\_

**Please provide any additional information significant to this application:**

We have no violation so far, customers ask us that we should have liquor so makes it easy for them to shop everything at one stop.

**Additional License Interests:**

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☒ Yes ☒ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

*Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.*

**I, the undersigned, swear or affirm that:**

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Viren Nayi

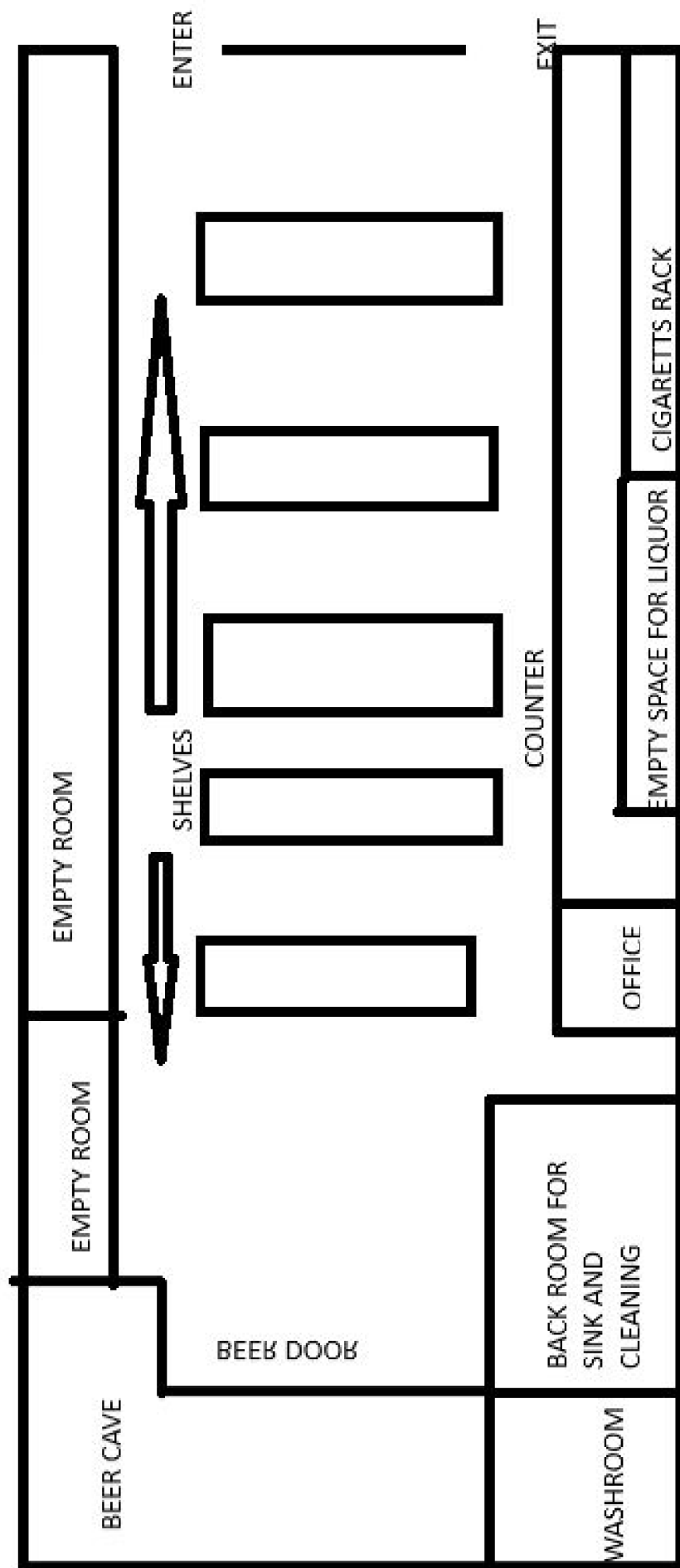
Name (Please Print)

Managing member

Title

09/16/2024

Date





## MINUTES

### LIQUOR COMMISSION - REGULAR SESSION

**TUESDAY, OCTOBER 8, 2024, 4:00 PM**

The Liquor Commission convened in regular session at 4:00 p.m., October 8, 2024. Commissioner Meister called the meeting to order.

#### Roll Call

Attendee Name	Title	Status
Lindsey Meister	Commissioner	Present
Mboka Mwilambwe	Commissioner	Absent

#### Staff Advisors

Attendee Name	Title	Status
Amanda Stutsman	Deputy City Clerk	Present
George Boyle	Asst. Corporation Counsel	Present
Chris McAllister	Building Official	Present
Paul Williams	Asst. Police Chief	Absent
Chad Wamsley	Asst. Police Chief	Present

#### Public Comment

Commissioner Meister read a public comment statement of procedure. No in-person public comment was received. Emailed public comment was received by Alpesh Patel.

#### Consent Agenda

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

**Commissioner Meister approved the Consent Agenda as presented.**

Item 4.A. Consideration and Action on Approving the Minutes of the September 10, 2024, Regular Liquor Commission Meeting. (Recommended Motion: The proposed Minutes be approved.)

#### Regular Agenda

*All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.*

*The following item was presented:*

Item 5. A. Public Hearing and Action on an Application from Jay Sathimaa Two, LLC, d/b/a Bloomington Shell, located at 2401 E. Oakland Ave., Requesting Approval of a Change in Classification from a Class GPBS (Gas Station Grocery Convenience Store, Beer & Wine Only, and Sunday Sales) Liquor License to a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:01 p.m.

## MINUTES

### LIQUOR COMMISSION - REGULAR SESSION

TUESDAY, OCTOBER 8, 2024, 4:00 P.M.

Page 1 of 5

Viren Nayi, Owner of Bloomington Shell, after being sworn, addressed the Commission.

Commissioner Meister asked whether everything would remain the same. Mr. Nayi stated that everything would remain the same, but shelving would be adjusted to increase liquor stock. He explained the liquor would be on shelves, behind, and in front of the cashier counter.

Commissioner Meister asked whether hours would remain the same and whether employees were BASSET certified. Mr. Nayi stated that hours would remain the same and that staff were BASSET certified. He stated that any that were not certified would be trained.

George Boyle, Asst. Corporation Counsel, asked how long Mr. Nayi had been operating the business. Mr. Nayi stated he had been the owner since March 2021. Mr. Boyle asked whether Mr. Nayi was aware of the floor space limitations on the advertisement of alcohol. Mr. Nayi stated that he was not familiar. Mr. Boyle explained that City Code Chapter 6, Section 1 contained requirements for convenience stores.

Mr. Boyle then asked if the business would continue to operate as a convenience store. Mr. Nayi answered yes.

Mr. Boyle asked whether the business would turn primarily into a liquor store. Mr. Nayi answered no.

Mr. Boyle asked what size of alcohol would be served. Mr. Nayi stated the authorized amounts would be served but did not give specific sizes. Mr. Boyle asked whether half pints and 750 mL would be served. Mr. Nayi answered yes. Mr. Boyle asked whether larger, 1.5L amounts would be served. Mr. Nayi stated that they would not be served as they were not a full liquor store, but a convenience store.

Commissioner Meister asked whether single servings would be served. Mr. Nayi answered yes.

Chad Wamsley, Asst. Police Chief, asked about the size of the alcohol section. Mr. Nayi restated liquor would be on shelves, behind, and in front of the cashier counter. Asst. Police Chief Wamsley asked if only beer and wine were served. Mr. Nayi answered that currently only beer and wine were served.

Mr. Boyle asked whether more space than present would be devoted to alcohol sales. Mr. Nayi answered that space would remain the same, but shelving and items at the front of the cashier counter would be rearranged so the cashier could monitor the alcohol section. Mr. Boyle asked whether there would be an increased percentage of floor space dedicated to alcohol sales. Mr. Nayi stated that the majority of the space would be dedicated to convenience store items.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:07 p.m.

**Commissioner Meister positively recommended the Item to Council as presented.**

*The following item was presented:*

Item 5. B. Public Hearing and Action on an Application from Rice N Spice Indian Grill, Inc., located at 110 W. Washington St., 1st Floor, Requesting Approval of the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:08 p.m.





## REGULAR AGENDA ITEM NO. 9.A.

**FOR COUNCIL:** November 12, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 2, Section 2-345 to Eliminate the Economic & Community Development Department and Create the Development Services Department, and Adding Section 2.345.2 Creating the Department of Community Impact and Enhancement, as requested by the Administration Department.

**RECOMMENDED MOTION:** That the Ordinance be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services  
Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 1d. City services delivered in the most cost-effective, efficient manner  
Objective 5a. Well-planned City with necessary services and infrastructure

**BACKGROUND:** As part of our ongoing work to enhance operational efficiency and focus on both economic and community growth, this action would separate the Economic and Community Development Department into two distinct departments: The Development Services Department and the Community Impact and Enhancement Department. If approved, this action would represent the first step in creating a one-stop shop, white glove level of service for persons and entities wanting to build and develop in the City while elevating city efforts at revitalizing and supporting existing neighborhoods and housing stock.

The New Departmental Structure would be as follows:

**Development Services Department:** This department is being developed as a one-stop shop, top-of-class economic development recruitment and retention division with all functions related to developing or expansion housed under one department. It will work to actively recruit and retain business through aggressive and creative outreach that positions the City of Bloomington nationwide as a premier destination for private investment while developing incentives and other programs that foster necessary growth. It will also represent a customer friendly hub for existing businesses looking to grow or expand. The Building Safety, Planning and Zoning and Economic Development division will be housed here.

**Department of Community Impact and Enhancement:** This department will focus on rehabilitating and rebuilding existing neighborhoods through inventive strategies and a revisioning of how we utilize grant funding. It will also use tools traditionally tied to new development to rebuild and revitalize areas that have perhaps seen decline over the years. Strong property maintenance enforcement will also be key but balanced with considerable outreach regarding available resources to make property improvements. Finally the Downtown



Impact division would be housed here to continue the City's focus on Downtown. Divisions under this department include The Community Impact Division (Downtown), Community Enhancement (Inspectors), and the Grants Management and Administrative Services (Support Staff).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Conversations with developers/builders and neighborhood groups over the years.

**FINANCIAL IMPACT:** N/A

Respectfully submitted for consideration.

Prepared by: Billy Tyus, Senior Deputy City Manager

**ATTACHMENTS:**

[ADM 2B Ordinance](#)

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

**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 2, SECTION 2-345 TO ELIMINATE THE ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT AND CREATE THE DEVELOPMENT SERVICES DEPARTMENT, AND ADDING SECTION 2-345.2 CREATING THE DEPARTMENT OF COMMUNITY IMPACT & ENHANCEMENT**

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

**WHEREAS**, the City Council is responsible for managing the City Code; and

**WHEREAS**, the City Code currently provides for a governs the responsibilities of the Department of Economic & Community Development (“ECD”); and

**WHEREAS**, staff recommends that, for the purposes of greater efficiency and to better serve the needs of the community, the City Code be updated to separate ECD into two separate departments, the Development Services Department and the Department of Community Impact & Enhancement; and

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

**SECTION 1.** That Chapter 2 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, are hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

**SECTION 2.** The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

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

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

**SECTION 5.** 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.

**PASSED** this 12th day of November 2024.

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

**CITY OF BLOOMINGTON**

**ATTEST**

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

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

## EXHIBIT A

### DEVELOPMENT SERVICES DEPARTMENT

#### **§ 2-345.1 [Ch. 2, Sec. 69.1] ~~Economic & Community Development~~ Services Department.**

- A. Establishment. There is hereby created the ~~Economic & Community Development~~ Services Department. This Department shall consist of the Director and such other officers and employees as authorized by the City Council.
- B. Director of the Department; creation. There is hereby created the position of Director of the ~~Economic & Community Development~~ Services Department, who shall be appointed by the City Manager as provided by law. When this position is vacant, the City Manager, or a representative named by the City Manager, shall serve as the Acting Director of the Department until this office is filled by appointment. The Director shall have control over and shall supervise officers and employees assigned to the Department, subject to the control of the City Manager.
- C. Director of the Department; duties.
  - (1) The Director of the Department shall be responsible for ensuring that the functions and duties of the Department are performed by the employees of said Department.
  - (2) The Director shall be responsible for establishing processes to assist with the creation and expansion of business and development within the City, and shall have charge over the divisions of:
    - (a) Building Safety;
    - (b) Planning; and
    - (c) Economic Development.
  - (3) The Director shall have charge over the enforcement of all codes related to the construction of new buildings and the ~~rehabilitation~~ renovation of existing buildings, including, but not limited to the:
    - (a) Building Code;
    - (b) Plumbing Code;
    - (c) Electrical Code;
    - (d) HVAC Code;
    - (e) Housing Code; and
    - (f) ~~Property Maintenance Code; and~~
    - (g) Fire Code.
  - (4) The Director shall issue or cause to be issued all permits required for activities and uses of property regulated by this chapter.

- (5) The Director shall be the zoning enforcement officer and shall be charged with the responsibility of ensuring that the Zoning Ordinance (Bloomington City Code Chapter 44) is enforced.
- ~~(6) The Director shall have charge over the administration of the Community Development Block Grant program and JM Scott program as approved by the City Council; and shall be responsible for the supervision of the City Planner.~~
- (7) The Director shall enforce other ordinances of the City of Bloomington as provided therein.

D. Departmental functions.

- (1) Economic Development. The Department shall, in cooperation with the Department of Community Impact and other City departments, provide assistance in the generation of new business within the City, including expanding the City's tax base, increasing the level of economic activity within the City and revitalizing the City's downtown areas. The Department shall assist in the retention and expansion of existing businesses within the City.
- (2) ~~Enforcement of building laws. The Department shall, by all appropriate means, enforce all laws and ordinances in the City relating to the condition, construction, repair, alteration, addition, maintenance or demolition of buildings or structures, including codes regarding buildings, property maintenance, plumbing, electrical and mechanical and other related work. Department personnel shall make all appropriate inspections and engage in other related activities in connection therewith.~~ Growth and Development. The Department shall develop and facilitate ongoing comprehensive planning processes and procedures for current and long range needs to reach goals within the City's comprehensive plan, and economic development strategy. The Department shall create and maintain a safety-oriented yet flexible, efficient and time sensitive building and development plan review process. The Department shall be responsible for providing the necessary information, tools and guidance to facilitate a seamless process to encourage the growth of new businesses, business expansion and residential development.
- (3) ~~Zoning. The Department shall enforce the Zoning Ordinance of the City of Bloomington.~~ Business Relations. The Department shall meet with businesses, develop business profiles, build and maintains a positive relationship with businesses and help to resolve business needs. The Department shall work with local Chamber to provide support to existing businesses, and keep the City Manager apprised of all issues related to the status of businesses in the City.
- (4) ~~Prosecution. Personnel of the Department shall sign complaints and appear in court to enforce the laws and ordinances referred to within this chapter.~~ Building Safety. The Department shall be responsible for developing relationships and implementing programs and policies to protect the safety, health, and welfare of all new and existing structures within the boundaries of the City.
- (5) ~~Business and development assistance. The Department shall be responsible for facilitating and providing the necessary information, tools and guidance to create a seamless process to encourage the growth of new businesses, business expansion~~

~~and residential development.~~ Code Enforcement. The Department shall, by all appropriate means, enforce all laws and ordinances in the City relating to the construction, repair, alteration, additions of buildings or structures, including codes regarding buildings, plumbing, electrical and mechanical and other related work. Department personnel shall make all appropriate inspections and engage in other related activities in connection therewith.

- (6) Planning and Zoning. The Department shall implement and enforce the Zoning Ordinance of the City of Bloomington and shall be responsible for initiating studies regarding planning and zoning issues. The Department, in cooperation with the City's legal department, develop and review the City's zoning ordinances and business regulations, reviews and administers permits, architectural designs, etc. and issues regarding interpretations of city zoning, planning, building and related ordinances and regulations. The Director or his/her designee, shall act as staff liaison to the Planning Commission and the Zoning Board.
- (7) Prosecution. Personnel of the Department shall sign complaints and appear in court to enforce the laws and ordinances referred to within this chapter.
- (8) Administrative responsibilities. The Department's administrative duties shall include, but are not limited to, data collection and analysis for reports and studies, recommending and preparing code amendments.

E. Title references.

- (1) Whenever the Bloomington City Code refers to the "~~Department of Community Development~~" or the "Building Safety Department" or "~~Economic Development Department,~~" such references will be deemed to refer to the Economic & Community Development Services Department. Whenever the Bloomington City Code refers to the "~~Director of the Department of Community Development~~" or the "Director of the Building Safety Department," such references will be deemed to refer to the Director of the Economic & Community Development Services Department.
- (2) The Director of the Economic & Community Development Services Department may also be known as the "Building Official," "Code Official," "Director of Inspections" or "Supervisor of Inspections." The Director, or Director's designee, shall also act and be known as the Building Inspector, Electrical Inspector, Plumbing Inspector and Plans Examiner in the absence of appointment of other persons in the Economic & Community Development Services Department to those positions.

F. Employees of Department; conflicts of interest.

- (1) No member or employee of the Department shall engage in any occupation or business nor shall any such member or employee be interested in any manner in any business which is subject to the regulations of this chapter.
- (2) All employees of the Department shall be authorized to act in the capacity of the Code Official for purposes of performing the functions of the Department as enumerated in Subsection D.

## **DEPARTMENT OF COMMUNITY IMPACT & ENHANCEMENT**

### **§ 2-345.2 [Ch. 2, Sec. 69.2] Department of Community Impact & Enhancement.**

- A. Establishment. There is hereby created the Department of Community Impact & Enhancement. This Department shall consist of the Director and such other officers and employees as authorized by the City Council.
- B. Director of the Department; creation. There is hereby created the position of Director of the Department of Community Impact & Enhancement, who shall be appointed by the City Manager as provided by law. When this position is vacant, the City Manager, or a representative named by the City Manager, shall serve as the Acting Director of the Department until this office is filled by appointment. The Director shall have control over and shall supervise officers and employees assigned to the Department, subject to the control of the City Manager.
- C. Director of the Department; duties.
- (1) The Director of the Department shall be responsible for ensuring that the functions and duties of the Department are performed by the employees of said Department.
  - (2) The Director shall be responsible for creating and overseeing a robust Community Impact & Enhancement Department that focuses on rebuilding and rehabilitating existing neighborhoods through an equitable allocation of resources paired with property maintenance enforcement with duties more specifically outlined in the job description approved and maintained in the city's department of Human Resources. The Director shall have charge over the divisions of:
    - (a) Community Impact;
    - (b) Administrative;
    - (c) Community Enhancement; and
    - (d) Grants Management.
  - (3) The Director shall have charge over the enforcement of property maintenance codes.
  - (4) The Director shall have charge over the administration of the Community Development Block Grant program, JM Scott program, grants provided by the Illinois Housing Development Authority (IHDA) and other federal and state funding as approved by the City Council.
- D. Departmental functions.
- (1) Housing. The Department shall be responsible for creating, maintaining, preserving and providing affordable, safe housing opportunities, programs and services to the community.
  - (2) Community Revitalization. The Department shall utilize development tools to positively impact existing neighborhoods and utilize creative and equitable strategies to spur individual and private investment.
  - (3) Enforcement of Property Maintenance Codes - Existing structures. The Department shall, by all appropriate means including field inspections, ensure the maintenance and preservation of existing structures and properties through the enforcement of property maintenance codes and blight and nuisance abatement programs.



Department personnel shall make all appropriate inspections and engage in other related activities in connection therewith.

- (4) Prosecution. Personnel of the Department shall sign complaints and appear in court to enforce the laws and ordinances referred to within this chapter.
- (5) Community Development. The Department shall be responsible for building and maintaining relationships with community members, local businesses, government officials, and other stakeholders to foster collaboration and support for development initiatives. identifying, developing, and facilitating development initiatives within the City.
- (6) Grant Writing and Fundraising. The Department shall be responsible for Identifying funding opportunities and writing grant proposals to secure financial resources for community development projects. and providing the necessary information, tools and guidance to create a seamless process to encourage the growth of new businesses, business expansion and residential development.
- (7) Administrative responsibilities. The Department's administrative duties shall include, but are not limited to, data collection and analysis for reports and studies, recommending and preparing code amendments.

E. Title references.

- (1) Whenever the Bloomington City Code refers to the "Department of Community Development" such references will be deemed to refer to the Community Impact & Enhancement Department. Whenever the Bloomington City Code refers to the "Director of the Department of Community Development" such references will be deemed to refer to the Director of Community Impact & Enhancement.
- (2) The Director of Community Impact and Enhancement as the "Code Official," "Director of Inspections" or "Supervisor of Inspections" as related to the implementation and enforcement of property maintenance codes.

F. Employees of Department; conflicts of interest.

- (1) No member or employee of the Department shall engage in any occupation or business nor shall any such member or employee be interested in any manner in any business which is subject to the regulations of this chapter.
- (2) All employees of the Department shall be authorized to act in the capacity of the Code Official for purposes of performing the functions of the Department as enumerated in Subsection D.



**REGULAR AGENDA ITEM NO. 9.B.**

**FOR COUNCIL:** November 12, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution of the City of Bloomington in Support of State Action to Protect the Mahomet Aquifer, as requested by City Council.

**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:** A Council Member is proposing a resolution in support of the Mahomet Aquifer, specifically calling on the Illinois General Assembly to protect the Mahomet Aquifer and future designation of sole-source aquifers in the State of Illinois from potential contamination associated with injecting CO<sub>2</sub> through and storage of CO<sub>2</sub> under any sole source aquifer and its recharge areas by passage of a Sole Source Aquifer Carbon Sequestration Ban.

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

**FINANCIAL IMPACT:** N/A

Respectfully submitted for consideration.

Prepared by: Jeff Jurgens, City Manager

**ATTACHMENTS:**

[ADM 3B Resolution](#)

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

**A RESOLUTION OF THE CITY OF BLOOMINGTON IN SUPPORT OF STATE ACTION TO PROTECT THE MAHOMET AQUIFER**

**WHEREAS**, drinking water aquifers are a public good and critical resource threatened by changing climate, pollution, and overconsumption; and

**WHEREAS**, the US Environmental Protection Agency (“EPA”) can designate an aquifer as a sole source aquifer if no reasonably available alternative drinking water sources exist should the aquifer become contaminated; and

**WHEREAS**, the US EPA has designated the Mahomet Aquifer as a sole-source aquifer, and may, upon petition, designate other aquifers in Illinois as sole source; and

**WHEREAS**, the Mahomet Aquifer provides drinking water for nearly 1 million people in Central Illinois, including many McLean County residents, Town of Normal residents, and potentially City of Bloomington residents; and

**WHEREAS**, the business of sequestering carbon in saline aquifers is increasing due to the federal 45Q tax credit, which offers \$85 per metric ton of sequestered carbon; and

**WHEREAS**, the Mt. Simon Sandstone saline aquifer, located below the freshwater Mahomet Aquifer, is an attractive target for CO2 sequestration; and

**WHEREAS**, new carbon sequestration projects propose to sequester carbon at an unprecedented scale in Illinois, with projects proposing to store over one hundred times the amount of carbon already sequestered in Illinois; and

**WHEREAS**, as of this date, four of seven new carbon sequestration projects would inject CO2 through and/or store it under the Mahomet Aquifer or its recharge areas; and

**WHEREAS**, it is likely that more carbon sequestration projects will be proposed in Illinois, and some may impact the Mahomet Aquifer in McLean County; and

**WHEREAS**, leaked carbon risks acidification of the Mahomet Aquifer, threatening to release heavy metals known to cause acute and chronic toxicity, liver, kidney, and intestinal damage, anemia, and cancer; and

**WHEREAS**, no guarantee exists that CO2 won't leak into the Mahomet Aquifer; and

**WHEREAS**, Archer Daniels Midland's carbon sequestration facility, where the only active carbon sequestration wells in Illinois are located, has leaked twice; and

**WHEREAS**, it is in the best interest of the State of Illinois that its only current sole source aquifer, the Mahomet Aquifer, and any future sole source aquifers are protected from water quality threats; and

**WHEREAS**, the City of Bloomington desires to protect the Mahomet Aquifer and all sole source

aquifers, recognizing that no reasonably available alternative drinking water sources exist should these aquifers become contaminated.

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

**SECTION 1.** that the City of Bloomington calls on the General Assembly and the Governor of Illinois to protect the Mahomet Aquifer and future designated sole-source aquifers in the state from potential contamination associated with injecting CO<sub>2</sub> through and storage of CO<sub>2</sub> under any sole source aquifer and its recharge areas, by passing, without delay, a Sole Source Aquifer Carbon Sequestration Ban.

**PASSED** this 12th day of November 2024.

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

**CITY OF BLOOMINGTON**

**ATTEST**

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

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