



**CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
APRIL 8, 2019**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

Recognize individuals, groups, or institutions publically, as well as those receiving a proclamation, declaring a day, event, or person.

PUBLIC COMMENTS

Each regular City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is entitled to speak for up to 3 minutes. To be considered for public comment, complete a public comment card at least 5 minutes prior to the start of the meeting. The Mayor will randomly draw from the cards submitted. Public comment is a time to give comment. It is not a question and answer period and the City Council does not respond to public comments. Speakers who engage in threatening or disorderly behavior will have their time ceased.

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

All items that provide the Council an opportunity to receive a presentation ask questions of City Staff, deliberate and seek additional information prior to making a decision.

MAYOR AND ALDERMAN

Mayor, At-Large - Tari Renner

City Aldermen

- Ward 1 - Jamie Mathy
- Ward 2 - Dave Sage
- Ward 3 - Mboka Mwilambwe
- Ward 4 - Amelia Buragas
- Ward 5 - Joni Painter
- Ward 6 - Karen Schmidt
- Ward 7 - Scott Black
- Ward 8 - Diana Hauman
- Ward 9 - Kim Bray

City Manager - Tim Gleason  
Deputy City Manager - Billy Tyus

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

# AGENDA



CITY COUNCIL MEETING AGENDA  
CITY HALL COUNCIL CHAMBERS  
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701  
MONDAY, APRIL 8, 2019, 6:00 P.M.

1. Call to order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. Recognition/Appointments
  - A. Presentation of Bloomington Firefighters who have completed a one-year probation:
    - i. Brandon Vaughn
    - ii. Luke Pool
    - iii. Joseph Wilkinson
  - B. Proclamation declaring May 18, 2019 “Kids to Parks Day in the City of Bloomington, IL”.
  - C. Proclamation declaring April 7-13, 2019 “National Library Week”.
6. Public Comment
7. Consent Agenda
  - A. Consideration of approving the Minutes of the March 25, 2019 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommend the reading of minutes be dispensed and approved as printed.)*
  - B. Consideration of approving Bills, Payroll, and Electronic Transfers Purchases in the amount of \$4,225,004.63, as requested by the Finance Department. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$4,225,004.63, and orders drawn on the Treasurer for the various amounts as funds are available.)*
  - C. Consideration of approving an appointment to the Regional Planning Commission, as requested by the Administration Department. *(Recommend Diana Hauman be appointed to the Regional Planning Commission.)*
  - D. Consideration of a Purchase of one (1) Pierce Velocity 107’ Ascendant-Tandem Axle Aerial apparatus from Global Emergency Products, for a total amount of \$1,047,215, as requested by the Fire Department. *(Recommend the Purchase be approved, and the Procurement Manager be authorized to issue a Purchase Order and Pre-Payment.)*

- E. Consideration of the Purchase of one (1) John Deere ProGator 2020A GPS Sprayer for the three City Golf Courses, for a total amount of \$82,608.20, from the Sourcewell Cooperative Purchasing Agreement (expiration - 8/18/21), as requested by the Parks, Recreation, and Cultural Arts Department. *(Recommend the Purchase be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*
- F. Consideration of the Purchase one (1) 2019 Dodge Grand Caravan Van from National Auto Fleet Group, using Sourcewell, in the amount of \$29,148.30, as requested by the Park, Recreation, and Cultural Arts Department. *(Recommend the Purchase of the 2019 Dodge Grand Caravan Van be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*
- G. Consideration of an Agreement with Midco Systems, Inc. to replace the Building Access Control System currently in place within the Police Department, in the amount of \$186,233.26, through RFP #2019-26, as requested by the Information Services and Police Departments. *(Recommend the Agreement with Midco Systems, Inc. be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.)*
- H. Consideration of waiving the technicality in the RFP Packet to approve a three (3) year Contract with PMA Companies for Contractual Third-Party Administration & Risk Services for Workers' Compensation, Property, Auto, General Liability and Professional (RFP# 2019-25), in an amount not to exceed \$149,000 per year, as requested by the Human Resources Department. *(Recommend the technicality in the RFP Packet be waived, the three-year Contract with PMA Companies be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.)*
- I. Consideration of a Contract with Diamond Vogel Paint, for a one (1) year term beginning May 1, 2019 and ending April 30, 2020, for traffic line paint and beads (Bid #2019-22), in the amount of \$94,325, as requested by the Public Works Department. *(Recommend the Contract with Diamond Vogel Paint, as the lowest responsive bidder, be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of a Contract with Site Med to provide OSHA required Medical Surveillance and a physical evaluation in compliance with NFPA 1582, in the amount to not exceed \$60,000 annually, as requested by the Human Resources and Fire Departments. *(Recommend the Contract be approved, and the City Manager be authorized to execute the necessary documents.)*
- K. Consideration of (a) an Ordinance approving a budget amendment to reallocate the remaining FY 2019 Harriet Fuller Rust Grant Funds to the Capital Improvement Fund, and (b) a Resolution authorizing a Change Order in the amount of \$25,000 to the FY 2019 Streets, Alley, and Sidewalk Maintenance Contract awarded to McLean County Asphalt, to facilitate brick & restoration work on various City brick streets, and other restoration work, as requested by the Community Development and Public Works Departments. *(Recommend (1) the Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April*

30, 2019, be approved and the Mayor and Interim City Clerk be authorized to execute the Ordinance; and (2) the Resolution Authorizing a Change Order in the Amount of Approximately \$25,000 to the FY 2019 Street, Alley and Sidewalk Maintenance Contract Awarded to McLean County Asphalt, be approved, and the Mayor and Interim City Clerk be authorized to execute the Resolution.)

- L. Consideration of a Resolution approving the First Amended Rules of the Public Safety & Community Relations Board, as requested by the Police and Legal Departments. *(Recommend the Resolution be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)*
- M. Consideration of a Resolution Waiving the Technical Bidding Requirements and approving the purchase of two (2) Variable Frequency Drives and two (2) 400-amp Breakers, to upgrade pumping processes at the Fort Jesse "A" Pump Station, in the amount of \$61,300, as requested by the Public Works Department. *(Recommend the Resolution Waiving the Technical Bidding Requirements and approving the Purchase of Square D Equipment for Springfield Electric Company be approved, the Mayor and Interim City Clerk be authorized to execute the Resolution.)*
- N. Consideration of the application of All-In Hospitality Group, LLC d/b/a Ancho & Agave, requesting a Class RAS (Restaurant/All Types/Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department. *(Recommend the application of All-In Hospitality Group, LLC d/b/a Ancho & Agave be approved, and the license be issued.)*
- O. Consideration of a Change of Ownership application for Lil Beaver Brewery, LLC d/b/a Lil Beaver Brewery, located at 16 Currency Drive Bloomington, currently holding a Class TBPS (Tavern/Beer and Wine/Package Sales/Sunday Sales) liquor license, as requested by the City Clerk Department. *(Recommend the Change of Ownership for Lil Beaver Brewery, LLC d/b/a Lil Beaver Brewery be approved.)*
- P. Consideration of the requests by Keg Grove Brewing Company, LLC d/b/a Keg Grove Brewing Company, located at 712 East Empire Street, to change conditions on its license: (a) to allow an Outdoor Service or Consumption Area, to be located between the establishment and the Prenzler building to the South, subject to the following conditions: (1) no live music or performances outside and (2) hours of operation to be Sunday through Thursday, 9 A.M. to 9 P.M. and Friday and Saturday, 9 A.M. to 10 P.M. and (b) to allow for extended hours of alcohol service, from 9 A.M. - midnight, 7 days a week, as requested by the City Clerk Department. *(Recommend the Change in Conditions requested by Keg Grove Brewing Company, LLC d/b/a Keg Grove Brewing Company be approved.)*

8. Regular Agenda

- A. Consideration of Adoption of the FY 2020 Budget and Appropriation Ordinance. *(Recommend the City of Bloomington Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2019 and Ending April 30, 2020, be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.) (Presentation by Tim Gleason, City Manager, 5 minutes; Scott Rathbun, Finance Director, 10 minutes; and City Council discussion, 10 minutes.)*
- B. Ratification of Contract with IATSE Local 193, as requested by the Human Resources and Parks, Recreation, and Cultural Arts Departments. *(Recommend the IATSE Contract be ratified.) (Presentation by Tim Gleason, City Manager, 5 minutes and City Council discussion, 5 minutes.)*
- C. Consideration of an Ordinance Establishing a Separate Fund within the City Budget to Track Revenues and Expenses Related to the Maintenance and Repair of City Streets and Sidewalks, titled the Capital Improvement Asphalt & Concrete Fund, as requested by the Finance and Administration Departments. *(Recommend the Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.) (Presentation by Tim Gleason, City Manager, 5 minutes and City Council discussion, 5 minutes.)*
- D. Consideration of a Resolution authorizing a bid waiver and approving a Contract with Houseal Lavigne & Associates, in an amount not to exceed \$35,000, for Professional Consulting Services to perform an additional analysis of the R-3B Zoning District, as requested by the Community Development Department. *(Recommend the Resolution be approved, the Mayor and Interim City Clerk be authorized to execute the Resolution, and the City Manager authorized to sign the Contract and scope of work.) (Presentation by Tim Gleason, City Manager, 5 minutes and City Council discussion, 5 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. City Aldermen's Discussion

12. Executive Session - *Cite Section*

13. Adjournment

14. Notes

# RECOGNITIONS





Council Date: April 8, 2019

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Presentation of Bloomington Firefighters who have completed a one-year probation:
  - i. Brandon Vaughn
  - ii. Luke Pool
  - iii. Joseph Wilkinson
- B. Proclamation declaring May 18, 2019 “Kids to Parks Day in the City of Bloomington, IL”.
- C. Proclamation declaring April 7-13, 2019 “National Library Week”.



# Proclamation

## Proclaiming May 18, 2019, as Kids to Parks Day in the city of Bloomington, IL

**WHEREAS**, May 18, 2019, is the ninth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

**WHEREAS**, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks, public lands and waters; and

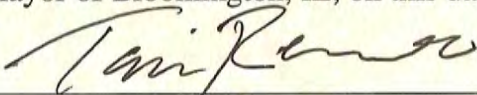
**WHEREAS**, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension and hypercholesterolemia; and

**WHEREAS**, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

**NOW THEREFORE**, I, Mayor Tari Renner do hereby proclaim May 18, 2019, as **Kids to Parks Day**.

On this date 04/8/2019

Signed by the Mayor of Bloomington, IL, on this date 04/8/2019.

  
\_\_\_\_\_  
Mayor





# **PROCLAMATION**

## **National Library Week**

**April 7-13, 2019**

**WHEREAS**, *National Library Week* is a national observance sponsored by the American Library Association (ALA) and libraries across the country since 1958; and,

**WHEREAS**, the initial goals of the National Book Committee in 1954 were to encourage people to read in order to improve incomes and health and to develop stronger and happy family lives; and,

**WHEREAS**, libraries have long served as trusted and treasured institutions, and library workers and librarians fuel efforts to better their communities, campuses and schools; and,

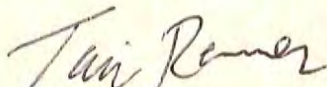
**WHEREAS**, libraries and librarians look beyond their traditional roles and provide transformative opportunities for education, employment, entrepreneurship, empowerment and engagement, as well new services that connect closely with patrons' needs; and,

**WHEREAS**, libraries and librarians open up a world of possibilities through innovative STEAM programming, Makerspaces, job-seeking resources and the power of reading; and,

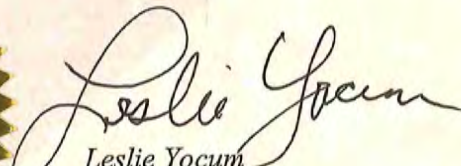
**WHEREAS**, librarians are trained, tech-savvy professionals, providing technology training and access to downloadable content like e-books; and,

**WHEREAS**, National Library Week will be observed Sunday, April 7 through Saturday, April 13, 2019 with the theme: **Libraries = Strong Communities** and,

**NOW. THEREFORE**, I, Tari Renner, Mayor of Bloomington, do hereby proclaim April 7-13, 2019, as **NATIONAL LIBRARY WEEK** in Bloomington, Illinois and I encourage all residents to visit the Bloomington Public Library this week to take advantage of the wonderful library resources available.

  
Tari Renner  
Mayor



  
Leslie Yocum  
Interim City Clerk

# CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration of approving the Minutes of the March 25, 2019 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDATION/MOTION: The reading of minutes be dispensed and approved as printed.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

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

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk.

In compliance with the Open Meetings Act, Council Proceedings must be approved thirty (30) days after the meeting or at the second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are available for public inspection and posted to the City's web site within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

A handwritten signature in black ink, appearing to read "Tim Gleason", written over a horizontal line.

Tim Gleason,  
City Manager

Attachments:

- CLK 1A - MINUTES MARCH 25, 2019 REGULAR CITY COUNCIL MEETING



MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS  
MONDAY, MARCH 25, 2019, 6:00 PM

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:00 PM, Monday, March 25, 2019.

Mayor Renner directed the City Clerk to call the roll and the following members of Council answered present:

Aldermen: Jamie Mathy, David Sage, Mboka Mwilambwe, Amelia Buragas, Joni Painter, Karen Schmidt, Scott Black, Diana Hauman, Kim Bray, and Mayor Tari Renner.

Staff Present: Tim Gleason, City Manager; Billy Tyus, Deputy City Manager; Jeffrey Jurgens, Corporation Counsel; Jim Karch, Public Works Director; Scott Rathbun, Finance Director; Scott Sprouls, Information Services Director; and other City staff were present.

Recognition/Appointments

A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to the following Officers who have completed probation:

i. Calvin Rueb

Chief Wheeler and many other Bloomington Police Officers came forward to introduce and welcome Officer Rueb to the Bloomington Police Department. Mayor Renner read and presented the Certificate of Officers to Officer Rueb.

ii. Jordan Downing

Chief Wheeler introduced Officer Downing and, along with many other Bloomington Police Officers, welcomed Officer Downing to the Bloomington Police Department. Mayor Renner read and presented the Certificate of Officers to Officer Downing.

B. Appointments approved by City Council at the March 11, 2019 meeting.

i. Appointment of Olukayode Ajayi to the Human Relations Commission.

Public Comment

Mayor Renner opened the meeting to receive public comment, and the following individuals provided comments to the Council:

Mike Fitzgerald	Bruce Meeks
Robert Ballantini	Gary Lambert

Nancy Marciniac	Art Donaldson
David Kobus	David Eades
Grant Jones	Leon Kaeb
Scott Stimeling	

## 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 separately.*

**Alderman Black made a motion, seconded by Alderman Schmidt that the Consent Agenda, including all the items listed below, be approved as presented with the exception of Item 7E.**

**Item 7A. Consideration of approving the Minutes of the March 11, 2019 Regular City Council Meeting, as requested by the City Clerk Department. (Recommend the reading of minutes be dispensed and approved as printed.)**

**Item 7B. Consideration of approving Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$5,853,538.52, as requested by the Finance Department. (Recommend the Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be allowed in the amount of \$5,853,538.52, and orders drawn on the Treasurer for the various amounts as funds are available.)**

**Item 7C. Consideration of renewing Annual Cloud-Based Software Licensing, Hosting and Maintenance with Kronos, Inc., as requested by the Information Services Department. (Recommend the Purchase be approved, and the Procurement Manager be authorized to issue a Purchase Order.)**

**Item 7D. Consideration of a Memorandum of Understanding with the Ecology Action Center regarding the Solar Bloomington-Normal Program, as requested by the Community Development Department. (Recommend the Memorandum of Understanding be approved, and the City Manager be authorized to execute the necessary documents.)**

**Item 7E was pulled from the Consent Agenda by Alderman Buragas so she could recuse herself.**

**Item 7F. Consideration of a Resolution authorizing a Change Order in the amount of \$150,000 to the FY 2019 Utility Maintenance Agreement awarded to George Gildner, Inc. for funding sump pump drain line installations and other storm water improvements, as requested by the Public Works Department. (Recommend the Resolution authorizing a Change Order be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.) Resulting in the approval of RESOLUTION NO. 2019 - 11.**

**Item 7G. Consideration of a resolution waiving the technical bidding requirements and**

approving a contract with Brenntag Mid-South, Inc., as requested by the Public Works Department. *(Recommend the Resolution Waiving the Technical Bidding Requirements and Approving a Contract with Brenntag Mid-South, Inc. be approved, and the Mayor and Interim City Clerk be authorized to execute the Resolution.)* Resulting in the approval of RESOLUTION NO. 2019 - 12.

Item 7H. Consideration of an Ordinance amending Chapter 45 of the Bloomington City Code to require carbon monoxide detectors, as requested by the Community Development Department. *(Recommend that the Ordinance be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.)* Resulting in the approval of ORDINANCE NO. 2019 - 14.

Item 7I. Consideration of approving a one-year lease extension for Farm #8827 and a new, one-year farm lease for Farm #8425, as requested by the Legal Department. *(Recommend the 2019 short-term farm leases be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.)*

Item 7J. Consideration of three (3) Ordinances approving and accepting the dedications of a public storm sewer easements, public water main easements, and sanitary sewer easements and approving associated easement agreements with On Veterans, LLC, On Veterans II, LLC, On Veterans III, LLC and the City of Bloomington, Illinois, as requested by the Public Works Department. *(Recommend the three (3) Ordinances be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)* Resulting in the approval of ORDINANCE NO. 2019 - 15, ORDINANCE NO. 2019 - 16, and ORDINANCE NO. 2019 - 17.

Item 7K. Consideration of a Resolution allowing the Bloomington Columbian Home Association (d/b/a Knights of Columbus #574), to apply for and receive a video gaming license from the City, as requested by the Legal Department. *(Recommend that the Resolution be approved, and the Interim City Clerk be directed to process the application.)* Resulting in the approval of RESOLUTION NO. 2019 - 13.

Item 7L. Consideration of an Ordinance amending Chapter 2 of the Bloomington City Code increasing the City Manager's settlement authority for workers' compensation claims from \$25,000 to under \$100,000, as requested by the Human Resources Department. *(Recommend the Ordinance be approved, and the Mayor and Interim City Clerk authorized to execute the Ordinance.)* Resulting in the approval of ORDINANCE NO. 2019 - 18.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

Ayes: Aldermen Mathy, Sage, Mwilambwe, Buragas, Painter, Schmidt, Black, Hauman, and Bray.

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Alderman Buragas.



Item 7E. Consideration of a Professional Services Agreement with Farnsworth Group, Inc., for the Hamilton Road Water Tower Rehabilitation, as requested by the Public Works Department. *(Recommend the Professional Services Agreement be approved, and the City Manager and Interim City Clerk be authorized to execute necessary documents.)*

Alderman Schmidt made a motion, seconded by Alderman Hauman that Consent Agenda Item 7E be approved as presented.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

Ayes: Aldermen Mathy, Sage, Mwilambwe, Painter, Schmidt, Black, Hauman, and Bray.

Nays: None.

Recused: Alderman Buragas (6:47 PM)

Motion carried.

## Regular Agenda

The following was presented:

Item 8A. Presentation of the “Not In Our Town” (NIOT) Annual Report, as requested by the Administration Department.

City Manager Tim Gleason introduced Mike Matejka of “Not In Our Town” (NIOT). Mr. Matejka came forward to address Council. He thanked Council and the City for their long-term contributions and discussed a variety of accomplishments NIOT achieved in 2018.

Item 8B. Consideration of an ordinance enacting video gaming license fees and amending the City Code to set the video gaming license period from May 1 to April 30 of each year, as requested by the Administration and Finance Departments. Resulting in the approval of ORDINANCE NO. 2019 - 19.

City Manager Gleason introduced the item and stated that the fees, if approved, would go into the City’s General Fund. He mentioned the funds will be focused toward items of public safety.

Alderman Black asked Mr. Gleason how tonight’s decision effects the moratorium. Mr. Gleason stated that moratorium would not be affected. Alderman Black requested additional information prior to Council addressing the moratorium in the fall.

Alderman Schmidt asked Corporation Counsel Jeffery Jurgens to confirm that the City is not allowed impose a license fee based on the income generated by a license holder. Mr. Jurgens confirmed.

Mayor Renner provided a few examples of issues the City has incurred.

Alderman Hauman expressed interest in allocating funds generated by the fee for entertainment-based projects, rather than public safety projects.

Alderman Painter made a motion, seconded by Alderman Bray that the Ordinance Amending the Schedule of Fees to Enact a Video Gaming License Fee and Amending Chapter 7 of the City Code on the Renewal of Video Gaming Licenses, be approved, and the Mayor and Interim City Clerk authorized to execute the Ordinance.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

Ayes: Aldermen Mwilambwe, Buragas, Painter, Black, and Bray.

Nays: Mathy, Sage, Schmidt, and Hauman.

Motion carried.

Item 8C. Consideration of an Ordinance amending Bloomington City Code, Chapter 39, to increase the Local Motor Fuel Tax by four cents (\$0.04) per gallon to a total of eight cents (\$0.08), effective May 1, 2019, as requested by the Public Works Department. Resulting in the approval of ORDINANCE NO. 2019 - 20.

City Manager Gleason introduced the item and focused his discussion on the transparency the City intends to provide should the item be approved.

Alderman Mwilambwe ask for additional information on tracking funds generated by Local Motor Fuel Tax.

Mr. Gleason stated that if the item was approved he would be bring forward an item on the April 8, 2019 agenda to create a separate fund within the City's budget to hold and track funding generated by Local Motor Fuel Tax.

Alderman Hauman complimented Jim Karch, Director of Public Works, for his presentation at the Committee of the Whole meeting on March 18, 2019.

Alderman Hauman made a motion to approve the proposed motion as presented with an amendment adding a one (1) year sunset provision.

No second was provided. The motion failed on the floor.

Alderman Schmidt encouraged additional communication with the Transportation Commission. She expressed disinterest in the item passing.

Alderman Mwilambwe mentioned the common dislike in increasing taxes amongst all. He expressed concern with the increase but supported the need for additional transparency.

Alderman Bray made a motion, seconded by Alderman Painter that the Ordinance

be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

Alderman Bray stated that the number one (1) item she hears about from constituents is better streets and sidewalks. She talked about the need to look at multiple options for additional funding. She expressed support of the item and went through all the options presented to Council.

Alderman Mathy discussed the difficulty in the decision and the importance of the City positioning itself for a better plan in the future. He addressed technology implications coming in the future that must also become a priority.

Alderman Sage supported some of the same concerns Alderman Mathy mentioned. He touched on a few other options he believed to be viable options over a Motor Fuel Tax increase. He stated that he would vote no.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

Ayes: Aldermen Mathy, Buragas, Painter, Hauman, and Bray.

Nays: Aldermen Sage, Mwilambwe, Schmidt, and Black

Motion carried.

Item 8D. Consideration of an Ordinance amending the Fiscal Year 2019 Budget Source of Funds for the previously approved Miller Park Zoo Concession Stand and Parking Lot, from the \$600,000 portion targeted for a bank loan to a Use of Fund Balance, as requested by the Finance Department. Resulting in approval of ORDINANCE NO. 2019 - 21.

Alderman Sage asked Mr. Gleason a few clarifying questions and expressed the importance of Council making fund balance a priority over the item presented.

Alderman Bray asked questions clarifying funding. Scott Rathbun, Finance Director, responded by discussing funding and further describing the savings the City would incur if the item was approved.

Alderman Black made a motion, seconded by Alderman Hauman that the Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

Ayes: Aldermen Mathy, Mwilambwe, Buragas, Painter, Schmidt, Black, Hauman, and Bray.

Nays: Alderman Sage

Motion carried.

## City Manager's Discussion

### A. Finance Director's Report

City Manager Gleason introduced Scott Rathbun, Finance Director. Mr. Rathbun addressed Council.

Mr. Rathbun pointed out a deviation in the month of December. He was still optimistic that the year would finish as anticipated. He addressed the impact of Item 8D if approved, talked about changes to the BCPA line item, and addressed other line item revenue reductions. He pointed out that the Grossinger Motors Arena had a great February.

Mr. Gleason pointed out several calendar items also available on the website.

### Mayor's Discussion

Mayor Renner pointed out the success of Harmony Park's events over the weekend and discussed his Open House.

### City Aldermen's Discussion

Aldermen Schmidt emphasized the need to support concerned citizens in the issues surrounding fare hikes by Connect Transit. She encouraged her peers to help that conversation along with Connect Transit.

Alderman Mwilambwe echoed Aldermen Schmidt's comments and pointed out that Illinois State University has a contract with Connect Transit where the university funds 100% of students travel.

Alderman Black echoed funding for students being paid by Illinois State University. He discussed Council not having the ability to vote on Connect Transit action items and encouraged streamlining the contact between citizens and Connect Transit.

### Executive Session

- A. Claim Settlement - Section 2(c)(12) of 5 ILCS 120 (5 minutes)
- B. Litigation - Section 2(c)(11) of 5 ILCS 120 (10 minutes)
- C. Collective Bargaining - Section 2(c)(2) of 5 ILCS 120 (10 minutes)

Alderman Hauman made a motion, seconded by Alderman Bray to enter into an Executive Session meeting for the purpose of Claim Settlement - Section 2(c)(12) of 5 ILCS 120, Litigation - Section 2(c)(11) of 5 ILCS, and Collective Bargaining - Section 2(c)(2) of 5 ILCS 120.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

Ayes: Aldermen Mathy, Sage, Mwilambwe, Buragas, Painter, Schmidt, Black, Hauman, and Bray.

Nays: None

Motion Carried.

### Adjourn Executive Session

Alderman Bray made a motion, seconded by Alderman Schmidt to adjourn the Executive Session meeting.

Ayes: Aldermen Mathy, Sage, Mwilambwe, Buragas, Painter, Schmidt, Black, Hauman, and Bray.

Nays: None.

Motion Carried (viva voce).

### Adjournment

Alderman Schmidt made a motion, seconded by Alderman Mathy that the meeting be adjourned.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

Ayes: Aldermen Mathy, Sage, Mwilambwe, Buragas, Painter, Schmidt, Black, Hauman, and Bray.

Nays: None

Motion carried.

The meeting adjourned at 8:08 p.m.

Respectfully submitted,

Leslie Yocum  
Interim City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: April 08, 2019

SPONSORING DEPARTMENT: Finance

SUBJECT: Consideration of approving Bills, Payroll, and Electronic Transfers Purchases in the amount of \$4,225,004.63, as requested by the Finance Department.

RECOMMENDATION/MOTION: The Bills, Payroll, and Electronic Transfers be allowed in the amount of \$4,225,004.63, and orders drawn on the Treasurer for the various amounts as funds are available.

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, Payroll, and Electronic Transfers on file in the City Clerk's Department, available at [www.cityblm.org](http://www.cityblm.org).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$4,225,004.63 (Payroll total \$2,419,314.70, Accounts Payable total \$1,610,877.88, and Electronic Transfers total \$194,812.05).

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Frances Watts, Accounts Payable

Reviewed By: Scott Rathbun, Finance Director

Recommended By:

A handwritten signature in black ink, appearing to read 'Tim Gleason'.

Tim Gleason  
City Manager

Attachment:

- FIN 1A - FINANCIAL SUMMARY SHEET



 CITY OF  
*Bloomington* ILLINOIS  
CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration of approving an appointment to the Regional Planning Commission, as requested by the Administration Department.

RECOMMENDATION/MOTION: Diana Hauman be appointed to the Regional Planning Commission.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4e. Strong partnership with residents and neighborhood associations.

BACKGROUND: The Mayor of the City of Bloomington has nominated and I ask your concurrence in the appointment of:

Regional Planning Commission: Diana Hauman to the Regional Planning Commission. She will be replacing Michael Buragas who resigned 10-4-18. Diana's term will be effective immediately and will expire 12-31-19 at which time she will be eligible to reapply.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By:

M. Beth Oakley, Executive Assistant

Recommended by:



Tim Gleason  
City Manager

Attachments:



- ADMIN 1B ROSTER BOARDS AND COMMISSIONS APPOINTMENTS

## Regional Planning Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number	Reappointment
X	COB Rep - resigned 10/4/18	Michael	Buragas	12/31/19	03/13/17	2013	4									
X	COB Rep - did not reapply	Michael	Gorman	12/31/18	12/14/15	2015	4									
	School Dist #5 Rep	Denise	Schuster	12/31/16												
	School Dist #87 Rep	Mark	Wylie	12/31/15												
	Normal Rep	Carl	Teichman	12/31/18												
Vice Chair	Normal Rep	Mary	Jefferson	12/31/17												
Chair	County of McLean Rep	George	Benjamin	12/31/15												
	County of McLean Rep	Linda	Olson	12/31/15												
	Airport Rep	Carl	Olson	12/31/18												
	County of McLean Rep	David	Selzer	12/31/16												
	BNWRD	Tyler	Wrezinski	12/31/17												
	COB Staff Person	Katie	Simpson					<a href="mailto:ksimpson@cityblm.org">ksimpson@cityblm.org</a>	109 E Olive St	Bloomington	61701		434-2341			

**Details:**

Term: 3 years

Term Limit per City Code: None

Members: 11 members

Number of members the Mayor appoints: 0

Type: Multi-Jurisdictional

City Code:

Required by State Statute: Yes

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings:

**Details not on web****Appointment/Reappointment Notes:** Appointments other than those of Bloomington are likely incorrect and need to be updated. Multiple requests for updates have been unfruitful. Diana Hauman to replace Michael Buragas.



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: Fire

**SUBJECT:** Consideration of a Purchase of one (1) Pierce Velocity 107' Ascendant-Tandem Axle Aerial apparatus from Global Emergency Products, for a total amount of \$1,047,215, as requested by the Fire Department.

**RECOMMENDATION/MOTION:** The Purchase be approved, and the Procurement Manager be authorized to issue a Purchase Order and Pre-Payment.

**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 Fire Department is requesting to purchase a new, 107-foot aerial apparatus, off of the Houston Galveston Area Council purchasing cooperative. This new aerial will be put into service at Station 1 and be known as Truck 1. This truck will replace the 1998 Pierce Dash 100 foot aerial platform known as Truck 4. Truck 4 was scheduled to be replaced in 2018 per the Fire Department replacement schedule. Truck 4 was a frontline apparatus for 15 years and was moved to a reserve apparatus in 2013. This vehicle has recently had several maintenance issues and has required some costly repairs. These maintenance issues have been with both the aerial device and the chassis. Repairs to this type of apparatus are very costly and with the age of the vehicle, The Fire Department and Fleet believe that now is the time to replace the vehicle to avoid having to make additional costly repairs to the vehicle.

Currently, the Fire Department has only one (1), 100-foot aerial apparatus in front line service in the City at Station 2 on Hamilton Road. The Insurance Service Offices, the company that provides the City's Public Protection Classification, requires that you have an aerial device, equal in height to the tallest building or at least 100-foot tall, within 2.5 miles of the tallest buildings in the city. The current location of our 100-foot aerial allows us to meet the requirements for the buildings on the east side of town and a few of the buildings in the downtown area. We still are lacking coverage of buildings in the northern, downtown area and the Illinois Wesleyan campus area. Our current 100-foot aerial apparatus will not fit in Station 1 due to it being too tall. If the current aerial apparatus would even fit into Station 1, the Fire Department then would not meet the ISO requirement for our buildings on the east side of town.

The Apparatus Committee has worked with Global Emergency Products to design a 107-foot aerial apparatus that meets the needs of the department while allowing our personnel to work more efficiently while providing the greatest safety to our personnel. The purchase of this apparatus will provide the best emergency services to the citizens and visitors of the City of Bloomington. The truck has been designed to carry additional EMS equipment for our personnel

to operate at the Intermediate level of care, with the goal to upgrade to an Advanced Life Support Engine in the future. The new apparatus is anticipated to arrive in approximately eight and one-half to nine and one-half months (8.5 - 9.5) after the purchase order is received by the vendor.

The Apparatus Committee looked at two manufacturers and is recommending the purchase of the Pierce Aerial apparatus. The Committee compared the specifications from the two manufacturers and both met those requirements. Choosing Pierce came down to the price of the vehicle and the delivery time, both were lower than the E-One. The Committee does not feel that one manufacturer is better than the other and that either vehicle would meet the needs of the community.

The cost of the Pierce Aerial is \$1,081,171.00 with a pre-payment discount of \$33,956; this brings the cost of the vehicle to \$1,047,215.00. Fire Department staff are recommending that the City take advantage of the pre-payment option that is offered by the Pierce to assist in lowering the cost of the apparatus. Pierce provides an adequate performance bond to minimize the risk of a pre-payment and prior experience with pre-payment has been positive.

The HGAC (Houston Galveston Area Council) is a nationally recognized joint purchasing cooperative. The City is a member of the Co-op and has made purchases through them in the past. The HGAC utilizes a nation-wide bid process for select goods and services. After evaluating the various models of fire apparatus available through the HGAC, the model selected was the most cost-effective unit meeting the needs of the City. HGAC contract number is FS12-17 HC04 (expiration - 11/30/19).

Upon delivery of the fire truck, the 1998 Pierce Dash 100 foot tower ladder (Truck 4) would be declared surplus City property and shall be disposed of in compliance with City Code. Staff recommends that the apparatus be listed on PublicSurplus.com and be offered/sold on public auction. Should the apparatus not be sold at auction, Staff are authorized to negotiate the sale.

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

**FINANCIAL IMPACT:** The FY 2019 Budget appropriated \$1,100,000 in the Capital Lease - Capital Outlay Licensed Vehicle line item (40110139-72130) and the actual cost is below budget at \$1,047,215. Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 83, 86 and 237.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared By: Eric C. West, Deputy Fire Chief

Reviewed By: Brian Mohr, Fire Chief


Finance & Budgetary Review By:

Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason  
City Manager

Attachments:

- BFD 1B PROPOSAL GLOBAL FIRE EQUIPMENT PROPOSAL 983



WORLD CLASS EQUIPMENT SUPERIOR SERVICE

1401 N. Farnsworth Ave.  
Aurora, Illinois 60505  
(800) 582-8818

March 18, 2019

Deputy Chief Eric West  
City of Bloomington Fire Department  
310 N. Lee Street  
Bloomington, IL 61701

Subject: **Proposal for One (1) Pierce Velocity 107' Ascendant-Tandem Axle Proposal / Bid 983**

Dear Deputy Chief West,

With regard to the above subject, please find attached our completed proposal.

Pricing, is as follows, including 100% prepay option.

**Pricing Summary:**

Sale Price – **\$1,081,171.00\***

**\*Sale Price includes travel, meals, lodging for pre-construction trip, construction review and final inspection for 4 people each trip. Construction progress photos will also be furnished.**

**100% Performance Bond:**

Included in the above price.

**100% Prepayment Option:**

Should the City of Bloomington Fire Department elect to make a 100% prepayment at contract execution, a discount of (**\$33,956.00**) can be subtracted from the above "Sale Price" resulting in a revised contract price of **\$1,047,215.00**.

**Terms and Conditions:**

- Taxes – Not Applicable
- Freight – F.O.B. – Appleton, WI
- Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.
- Delivery – 8.5 – 9.5 months from receipt and acceptance of contract.



PERFORM LIKE NO OTHER  
FACTORY AUTHORIZED DEALER  
ILLINOIS - INDIANA



Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for 30 days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 815-674-7207 or [lgraves@gep3.com](mailto:lgraves@gep3.com).

We wish to thank the City of Bloomington Fire Department for the opportunity to submit our proposal.

Respectfully,

*Larry Graves*

Larry Graves  
Apparatus Sales  
Global Emergency Products



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: Parks, Recreation, and Cultural Arts

SUBJECT: Consideration of the Purchase of one (1) John Deere ProGator 2020A GPS Sprayer for the three City Golf Courses, for a total amount of \$82,608.20, from the Sourcewell Cooperative Purchasing Agreement (expiration - 8/18/21), as requested by the Parks, Recreation, and Cultural Arts Department.

RECOMMENDATION/MOTION: The Purchase be approved, and the Procurement Manager be authorized to issue a Purchase Order.

STRATEGIC PLAN LINK: Goal 5. Great place - Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of the residents.

BACKGROUND: Our golf courses are considered to be some of the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4 ½ star rating (out of 5) which places it alongside only six other courses in the state of Illinois in the same fee category to receive the honor. Prairie Vista received a 4 star rating while Highland Park received a 3½ star rating. Golf Digest also once voted Bloomington/Normal the fifth best city to live for golf in the country. The courses regularly hosts events from throughout the state, most notably, the Illinois High School State Finals (IHSA) held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain our courses in a manner that is consistent with the expectations of our customers, we need to continue providing quality course conditions.

Our current chemical sprayer at Highland Park is 18 years old which is 6 - 8 years past industry standards for life expectancy. It is leaking at the seals and requiring significant repairs each year. Since the purchase of our last sprayer, global positioning system (GPS) is now an available technology able to be added to golf chemical sprayers. Trusted sources from across the golf industry state adding GPS technology will save between 10 - 20% in total chemical costs. Here locally, Weibring Golf Course, at Illinois State University, purchased a GPS sprayer in 2018, and realized a 15 - 17% reduction in chemical costs in its initial year of use. For the golf operations at our courses, staff estimates to see annual chemical savings at or exceeding \$11,700. With this annual return, the addition of GPS technology will be paid back in under four years and the cost of the entire sprayer at just over seven years. With an industry expected life span of 10 - 14 years, the purchase of the Sprayer with GPS should pay for itself completely well before the unit needs to be replaced. The unit will be able to be used at all three of our courses allowing us to achieve maximum return on our investment.

ERB Turf, the servicing dealer for this unit, has been a long time vendor with the city and has proven through the years to provide equipment that will perform the job correctly while also



lasting beyond a typical replacement schedule. Additionally, their service is exceptional with their staff providing our staff with many cost saving suggestions to keep the equipment in proper working condition. Additionally, John Deere has been involved in GPS technology for many years on the agriculture side of their business. Their sprayer also allows staff to remove the sprayer from the utility vehicle allowing for the use of a much needed utility vehicle for the courses. The utility vehicle by itself is \$23,000 on the Sourcewell national buying contract. Additionally, a local John Deere Ag Dealer has already been willing, and will continue to be willing, to answer any questions we have and will work with us to best use the sprayer.

The cost of the John Deere ProGator 2020A GPS Sprayer is \$82,608.20. While this amount exceeds the amount that was budgeted for the item by \$27,608.20, golf carts that were purchased this fiscal year for The Den came in \$78,725.65 under what was budgeted. This leaves sufficient funds to cover the purchase. The unit will be purchased from Sourcewell Grounds Maintenance national buying contract (062117-DAC). The City is a member of this national buying contract (formerly known at the National Joint Purchasing Agreement) and has made purchases through them in the past. Sourcewell utilizes a national bidding process for select goods and services. After evaluating the various models of Sprayers with GPS, the model selected was the most cost-effective unit meeting the needs of the City.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** City Purchasing Agent

**FINANCIAL IMPACT:** Funds of \$55,000 were budgeted in the FY 2019 Capital Lease-Capital Outlay Equipment Other than Office account (40110139-72140). The additional funds needed of \$27,608.20 for the purchase are available from the \$78,726 saved on the Den budgeted golf cart purchase in that same account. Stakeholders can locate this information in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 83, 88 and 239.

**COMMUNITY DEVELOPMENT IMPACT:** HL-2 Ensure maximum usage of the City's parks and recreational facilities and associated resources

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared By:	Jason Wingate, Superintendent of Golf
Reviewed By:	Jay Tetzloff, Director, Parks, Recreation & Cultural Arts
Finance & Budgetary Review By:	Chris Tomerlin, Budget Manager Scott Rathbun, Finance Director
Legal Review By:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

  
Tim Gleason

City Manager

**Attachments:**

- PRCA 1B ATTACHMENT JOHN DEERE 2020A SPRAYER INFORMATION
- PRCA 1C AWARDS CONTRACT SOURCEWELL (062117-DAC)



## ProGator™ 2020A GPS

### PrecisionSprayer

Build Your Own

[Find a Dealer >](#)

- 34-hp, 4-cylinder, liquid-cooled gas engine
- AutoTrac™ Guidance System
- Individual nozzle control
- StarFire 6000 receiver, latest in signal processing technology
- Easy to learn 4640 Universal Display



## Individual Nozzle Control

Reduce spray overlap on fairways, tees and greens - so you use less spray, save more money, increase accuracy and make life easier for your operators.



## AutoTrac Guidance

Save time. Save money. Keep your hands free and your sprayer perfectly aligned. All with an easy-to-set-up system fully backed by your local John Deere dealer.



## Unmatched Experience

We've been around - around the world, orbiting the globe, helping customers precisely track and efficiently manage 100,000,000 acres with our unrivaled space-based guidance system.

## Features

[Expand All](#)

- + Powerful 34-hp (25.4-kW)\*, 970-cc automotive-grade EFI gas engine for heavy-duty work
- + Flip up seats
- + Hydraulically actuated front and rear disk brakes for plenty of stopping power
- + ProGator™ roof kit with mirror and rear panel kit
- + Air cleaner position and indicator



**Shop and Buy**

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Buy Online

Find a Dealer

John Deere Financial

**Maintenance and Support**

Order Parts

Service Info

Product Safety

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Used Equipment

View California

Products

## Help us improve the John Deere website!

Your opinion is very important and will help us to improve our site. We have a brief survey that should take about 5 minutes to complete. Thank you in advance for your help!

[Take the Survey](#) [No Thanks](#)



**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 062117-DAC  
Proposer's full legal name: Deere & Company

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be August 18, 2017 and will expire on August 18, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on August 17, 2017

NJPA Contract # 062117-DAC

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments

Vendor Name Deere & Company

Authorized Signatory's Title Manager, Contract Administration

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on 8-18, 2017

NJPA Contract # 062117-DAC



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: Parks, Recreation, and Cultural Arts

SUBJECT: Consideration of the Purchase one (1) 2019 Dodge Grand Caravan Van from National Auto Fleet Group, using Sourcewell, in the amount of \$29,148.30, as requested by the Park, Recreation, and Cultural Arts Department.

RECOMMENDATION/MOTION: The Purchase of the 2019 Dodge Grand Caravan Van be approved, and the Procurement Manager be authorized to issue a Purchase Order.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Basic Quality Services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services.

BACKGROUND: The Park, Recreation and Cultural Arts Department is recommending the purchase of one (1) 2019 Dodge Grand Caravan, in the amount of \$29,148.30, in order to replace Unit 722, which is a 2005 Dodge Grand Caravan that is scheduled for replacement this fiscal year. The current unit has 86,321 miles on it. Maintenance cost to date for this unit is \$5,671.44. Recent issues have included the engine EGR valve system, brake ABS system, starter, steering and A/C system.

Staff will move the replaced van to the Information Services Department and will declare their 2000 Chrysler Grand Voyager as surplus to be sold on public auction at Publicsurplus.com. The unit is expected to sell for \$950.00.

Sourcewell is a government agency offering competitively solicited contracts for use by education, government, and nonprofits. Cooperative contracts mean volume discounts. The City has been a member for several years and, have made a number of purchases through them over the years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The Parks, Recreation and Cultural Arts Department has budgeted \$24,308.00 for the purchase of the unit in line item 40110139-72130 the new unit will cost \$29,148.30. This unit is over the budgeted amount but with savings on other vehicles purchased this year it will be able to be accommodated in this year's capital lease. Stakeholders can locate this information in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 83, 85 and 236.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Rob Krones, Superintendent of Fleet  
Michael Hill, Management Analyst

Reviewed By: Jay Tetzloff, Director of Parks, Recreation & Cultural Arts

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

Attachments:

- PRCA 2B QUOTE UNIT 722 VAN REPLACEMENT 04082019





# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

3/8/2019

Quote ID: **17715**

Order Cut Off Date: **TBA**

Rob Krones  
City of Bloomington  
Fleet Management

336 South Main st

Bloomington , Illinois, 61701

Dear Rob Krones,

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

**One (1) New/Unused (2019 Dodge Grand Caravan (RTKH53) SE Wagon, )** and delivered to your specified location, each for

	One Unit
Contract Price	\$29,148.30
Tax (0.0000 %)	\$0.00
Tire fee	\$0.00
<b>Total</b>	<b>\$29,148.30</b>

- per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

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

Sincerely,

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



## Vehicle Configuration Options

<b>ENGINE</b>	
<b>Code</b>	<b>Description</b>
ERB	ENGINE: 3.6L V6 24V VVT (FFV), (STD)
<b>TRANSMISSION</b>	
<b>Code</b>	<b>Description</b>
DG2	TRANSMISSION: 6-SPEED AUTOMATIC 62TE, (STD)
<b>WHEELS</b>	
<b>Code</b>	<b>Description</b>
WFU	WHEELS: 17" X 6.5" STEEL, (STD)
<b>TIRES</b>	
<b>Code</b>	<b>Description</b>
TU3	TIRES: 225/65R17 BSW TOURING, (STD)
<b>PRIMARY PAINT</b>	
<b>Code</b>	<b>Description</b>
PW7	WHITE KNUCKLE CLEARCOAT
<b>PAINT SCHEME</b>	
<b>Code</b>	<b>Description</b>
___	STANDARD PAINT
<b>SEAT TYPE</b>	
<b>Code</b>	<b>Description</b>
H7X1	BLACK/LIGHT GRAYSTONE, CLOTH LOW-BACK BUCKET SEATS
<b>ADDITIONAL EQUIPMENT</b>	
<b>Code</b>	<b>Description</b>
TBT	COMPACT SPARE TIRE, -inc: Tire Carrier Winch
<b>CPOS PKG</b>	
<b>Code</b>	<b>Description</b>
29S	QUICK ORDER PACKAGE 29S SE, -inc: Engine: 3.6L V6 24V VVT (FFV), Transmission: 6-Speed Automatic 62TE, Black Door Handles
<b>SEATING ARRANGEMENT</b>	
<b>Code</b>	<b>Description</b>
CYC	2ND ROW STOW 'N GO BUCKET SEATS, -inc: 3rd Row Stow 'N Go w/Tailgate Seats

Engine: 3.6L V6 24V VVT (FFV)
Transmission: 6-Speed Automatic 62TE
3.16 Axle Ratio
Touring Suspension
GVWR: 6,050 lbs
50 State Emissions
Transmission w/Driver Selectable Mode, AUTOSTICK Sequential Shift Control and Oil Cooler
Front-Wheel Drive
Engine Oil Cooler
730CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Hydraulic Power-Assist Steering
20 Gal. Fuel Tank
Single Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Torsion Beam Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control
Wheels: 17" x 6.5" Steel
Tires: 225/65R17 BSW Touring
17" Wheel Covers
Spare Tire Mobility Kit
Clearcoat Paint
Body-Colored Front Bumper
Body-Colored Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Body-Colored Bodyside Moldings
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels

Lip Spoiler
Chrome Grille
Sliding Rear Doors
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Perimeter/Approach Lights
LED Brakelights
Aero-Composite Halogen Daytime Running Headlamps w/Delay-Off
Radio: 430
AM/FM Stereo w/Seek-Scan, In-Dash Mounted Single CD, MP3 Player and Clock
6 Speakers
Fixed Antenna
Steering Wheel Mounted Audio Controls
Audio Jack Input for Mobile Devices
40GB Hard Drive w/28GB Available
1 LCD Monitor In The Front
2nd Row Bench w/Rear Stow 'N Go 60/40
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Full Folding Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat w/Manual Fore/Aft
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
Power Rear Windows and Power Vented 3rd Row Windows
Fixed Split-Bench Cloth 3rd Row Seat Front, Manual Recline and 3 Fixed Head Restraints
Front Cupholder
Rear Cupholder
Valet Function
Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Rear Air Conditioning w/Heater
Dual Zone Front Manual Air Conditioning
HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
Locking Glove Box
Driver Foot Rest

Full Cloth Headliner
Vinyl Door Trim Insert
Cloth Low-Back Bucket Seats
Interior Trim -inc: Simulated Wood Instrument Panel Insert, Simulated Wood Door Panel Insert and Chrome Interior Accents
Urethane Gear Shift Knob
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage, Conversation Mirror and 4 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim
Cargo Features -inc: Spare Tire Mobility Kit
Cargo Space Lights
6.5" Touchscreen Display
ParkView Rear Back-Up Camera
Instrument Panel Bin, Covered Dashboard Storage, Interior Concealed Storage, Driver And Passenger Door Bins
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Power 1st Row Windows w/Driver 1-Touch Down
Trip Computer
Outside Temp Gauge
Analog Display
2 Seatback Storage Pockets
Manual Anti-Whiplash w/Tilt Front Head Restraints and Manual Adjustable Rear Head Restraints
Driver And Front Passenger Armrests
Sentry Key Engine Immobilizer
Air Filtration
4 12V DC Power Outlets
Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags
Curtain 1st, 2nd And 3rd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: Information Services and Police

SUBJECT: Consideration of an Agreement with Midco Systems, Inc. to replace the Building Access Control System currently in place within the Police Department, in the amount of \$186,233.26, through RFP #2019-26, as requested by the Information Services and Police Departments.

RECOMMENDATION/MOTION: The Agreement with Midco Systems, Inc. be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.

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: On January 23, 2019, staff released a request for proposal (RFP) seeking vendors to replace the access control security system currently used within the Bloomington Police Department building. This system manages access to secure areas of the building by requiring proximity cards be swiped at secure doors before entry. The current access control system (Software House CCURE 800 has been discontinued by the manufacturer and will no longer be supported after December 31, 2019.

Information Services and Police department staff researched the options of upgrading to the recent version of the Software House solution or replacing the discontinued system by integrating the building into the access control system (S2 Security Systems) currently in use within City Hall and a handful of other city buildings. Staff learned that either approach to upgrading would require significant hardware and cabling topology replacements from the current system. The fact there was not a significant cost or ease of upgrade advantage with staying with Software House, plus the obvious efficiencies gained by managing city-wide access control with a single system, has resulted in staff's recommendation to move the Police building from Software House to S2 Security Systems solution and integrate it with the current S2 system in City Hall.

Another benefit of moving to the S2 Security system is its ability to integrate with the City's security Video Management System (VMS), Exacqvision. As a simple example, this integration would allow door access events to be tied to security video footage on a camera located near that door, allowing easy creation of forensic video should that need arise.

The City received forty-eight (48) requests for proposal packets during the active RFP process that was advertised on January 23, 2019. Three proposal submissions were received on February 14, 2019 at 10:00 a.m. Central Time. After evaluation of the submissions,

Midco, the incumbent vendor, was chosen as the best match for the City based on responsiveness, qualifications, technical requirements and cost.

The RFP listed multiple vendor requirements. Among those was a requirement that the vendor be a certified vendor for both S2 Security access control and Exacqvision VMS. Midco provided proof of these certifications. Midco is the current provider for the Software House, S2 Security systems and Exacqvision systems currently installed in the Police and City Hall buildings and the City. The services and equipment provided has proven to be reliable and of quality. Staff is confident Midco is able to provide the implementation and support services required and is recommending them for the project.

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

**FINANCIAL IMPACT:** Funds in the amount of \$185,000 for the purchase of the replacement MDTs were budgeted in the Information Services portion of the Capital Lease-Capital Outlay Office and Computer Equipment account (40110139-72120). Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 83, 85 and 236. The additional \$1,233.26 is available in the same account of the capital lease due to savings on previous purchases and other items in the lease that may be deferred.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** After the fifth year of included maintenance, staff will budget dollars within the Information Services Repair/Maintenance Office and Computer account (10011610-70530).

Respectfully submitted for Council consideration.

Prepared By: Scott Sprouls, Information Services Director

Reviewed By: Greg Scott, Assistant Chief of Police

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

Attachments:

- IS 1B AGREEMENT POLICE DEPARTMENT ACCESS CONTROL



**CITY OF BLOOMINGTON  
CONTRACT WITH**

**FOR**

**THIS AGREEMENT**, dated this \_\_\_\_ day of \_\_\_\_\_, 2019, is between the City of Bloomington (hereinafter “CITY”) and (hereinafter “CONTRACTOR”).

**NOW THEREFORE**, the parties agree as follows:

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

**Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms.** This work was subject to the following procurement initiative by the CITY:

\_\_\_\_\_ (hereinafter “Request”)

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as “Procurement Documents” and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

**Section 3. Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: \_\_\_\_\_

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

**Section 4. Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

\_\_\_ A flat fee of \$\_\_\_\_\_ as set forth in the Procurement Documents.

\_\_\_ Fees as set forth in the Procurement Documents.

**Section 5. Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney’s fees and court costs.

**Section 6. Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

**Section 7. Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

**Section 8. Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

**Section 9. Compliance with FOIA Requirements.** CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

**Section 10. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Section 11. Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

**Section 12. Attorney Fees.** In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

**Section 13. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**Section 14. Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

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



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: Human Resources

**SUBJECT:** Consideration of waiving the technicality in the RFP Packet to approve a three (3) year Contract with PMA Companies for Contractual Third-Party Administration & Risk Services for Workers' Compensation, Property, Auto, General Liability and Professional (RFP# 2019-25), in an amount not to exceed \$149,000 per year, as requested by the Human Resources Department.

**RECOMMENDATION/MOTION:** The technicality in the RFP Packet be waived, the three-year Contract with PMA Companies be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.

**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 City has partnered with Alternative Service Concepts as a Third Party Administrator of the aforementioned services since 2010. In keeping with Objective 1d, it was recommended that the City request proposals from other administrators.

The Third Party Administrators that submitted proposals in response to the City's request for proposals are as follows:

1. Alternative Service Concepts
2. CCMSI
3. Underwriters Safety and Claims
4. JWF Specialty
5. Insurance Program Managers Group
6. Brentwood Service Administrators
7. PMA

Criteria utilized for this evaluation is as follows:

- Organization expertise and competence
- Organization structure and operational modeling
- Organization ability to adapt to specific needs of the City
- Professional qualifications of key personnel
- References
- Ability to work effectively with City staff
- Proposed Cost

PMA was selected to best fit the needs of the City based on the aforementioned criteria. Note, the proposal submitted by PMA did not include a signature on the EEOC Policies and

Practices section. The rest of the proposal forms and signatures were complete, and PMA subsequently sent a scanned document with a signature on the form. Staff recommends waiving the technicality associated with PMA not signing the EEOC form since the signature has been received.

Key changes of the proposed transition from ASC to PMA are:

- Staff modeling 100% off-site - This will allow for enhanced daily adjustor/supervisor interaction.
- The PMA staff model incorporates that claims be assigned to teams specializing in either Workers Compensation or General Liability. The current ASC model utilizes one dedicated adjustor for both Workers Compensation and General Liability. This model will allow for the number of claims being handled per adjustor to be limited and within their primary area of focus.
- Cost effectiveness - PMA submitted the lowest of proposals.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds have been budgeted for this service in the Casualty Insurance Fund Insurance Admin Fee account (60150150-70720). The pending FY 2020 budget includes \$168,000. Stakeholders can locate this in the FY 2020 Proposed Budget Book titled “Other Funds & Capital Improvements” on page 124. The FY 2021 and FY 2022 commitments will be budgeted accordingly as part of those future years.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Alex Rosas, Safety and Risk Manager  
Reviewed By: Nicole Albertson, Director of Human Resources  
Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director  
Legal Review By: Jeffrey R. Jurgens, Corporation Counsel  
Angela Fyans, Deputy Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

Attachments:

- HR 1B CONTRACT

**AGREEMENT FOR THIRD PARTY  
CLAIM ADMINISTRATIVE SERVICES**

**THIS IS AN AGREEMENT** for third party claim administrative services (“**TPA services**”) made as of the 1<sup>st</sup> day of May 2019, by and between PMA Management Corp. (“**PMA**”), a corporation duly incorporated under the laws of the Commonwealth of Pennsylvania, whose principal offices are located at 380 Sentry Parkway, Blue Bell, PA 19422 and the City of Bloomington, Illinois (“**Client**”), a political subdivision of the State of Illinois whose principal place of business is located at 109 East Olive Street, Bloomington, Illinois 61701.

**RECITALS**

**CLIENT** is authorized by the State of Illinois to self-insure its commercial automobile, general liability, professional liability, property, and workers’ compensation programs;

**PMA**, a duly authorized provider of third party administrator (“**TPA**”) services in the State of Illinois, hereby agrees to provide Client TPA and other services which are more fully described herein; and

**CLIENT**, having selected PMA to provide TPA and other services, desires to enter into an agreement with PMA on the terms and conditions set forth herein.

**ACCORDINGLY**, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

**1. DEFINITIONS**

- a) “**ALAE**” shall mean any cost or expense incurred by PMA in connection with the administration, investigation, adjustment or defense of claims on behalf of Client.
- b) “**Claim File**” shall mean the file, either electronic or paper, for any open or closed claim which is provided to PMA at the inception of this Agreement or created during this Agreement.
- c) “**Discretionary Authority Limit**” shall mean the maximum amount PMA is authorized to pay on Client’s behalf on any Qualified Claim without first obtaining prior approval from Client.
- d) “**Lost Time Claim**” shall mean any timely reported workers’ compensation claim where the injured employee will likely be entitled to medical benefits and has lost or may lose time from work or will submit or has submitted a claim for indemnity benefits. A claim shall become a Lost Time Claim when PMA initiates an investigation of any kind to resolve issues regarding compensability without regard to: (1) whether or not the injured employee has actually lost time from work or (2) whether the claim is ultimately accepted or denied. Lost Time Claim shall also include a claim previously classified as a Medical Only Claim which required PMA to perform additional claim handling services of any nature.
- e) “**Medical Manager**” shall mean a PMA nurse who provides either on-site or telephonic medical management services in connection with workers’ compensation claims.

- f) **“Medical Only Claim”** shall mean any timely reported workers’ compensation claim involving an injured employee who is or may be entitled to medical benefits but is not likely to lose time from work or submit a claim for indemnity benefits.
- g) **“Qualified Claim”** shall mean any (1) commercial automobile; (2) general liability; (3) professional liability; (4) property; or (5) workers compensation Lost Time Claim, Medical Only Claim, or Record Only Claim occurring within the term of this Agreement, as well as any Takeover Claims PMA agrees to service under this Agreement.
- h) **“Record Only Claim”** shall mean any timely reported Qualified Claim specifically designated by Client to be Record Only, and not otherwise classified by PMA.
- i) **“Takeover Claim”** shall mean any open claim which has been: (1) administered by Client or Client’s third party administrator prior to the inception of this Agreement; and (2) subsequently transferred to PMA for servicing on or after the inception of this Agreement. Closed claims with accident dates prior to the Effective Date (as defined below) and subsequently reopened during the term of this Agreement will be considered Takeover Claims.

## 2. **TERM**

This Agreement is effective beginning May 1, 2019 (**“Effective Date”**) for a term of three years until April 30, 2022.

## 3. **TPA SERVICES**

- a) PMA shall provide customary and appropriate commercial automobile, general liability, professional liability, property, and workers’ compensation claim handling services for all Qualified Claims, including up to 56 workers compensation Lost Time, 25 workers compensation Medical Only, 1 automobile liability/general liability bodily injury, 22 automobile liability/general liability property damage, 8 automobile liability physical damage, 2 property, and 7 professional liability Takeover Claims. Specifically, with regard to:
  - i. Lost Time Claims - PMA will provide the services required to make a determination regarding compensability, pay the appropriate level of indemnity benefits and medical bills and expenses as provided in this Agreement, and under appropriate circumstances, attempt to resolve the claim.
  - ii. Medical Only Claims - PMA services will consist of the payment of medical bills and expenses as provided in this Agreement.
  - iii. Record Only Claims - PMA services will consist only of making a record of the injury or accident.
- b) PMA shall provide claim handling services for Qualified Claims from the date of first report of injury or first notice of claim for the term of this Agreement.
- c) PMA shall file all required forms in the adjustment of Qualified Claims pursuant to the applicable workers’ compensation statutory and regulatory scheme.

- d) PMA agrees to review and seek approval from Client with respect to a recommended course of action regarding a Qualified Claim valued in excess of the Discretionary Authority Limit.
- e) PMA agrees to participate in quarterly claim reviews with Client, with two claim reviews occurring at Client's location annually.

#### **4. EXCESS REPORTING SERVICES**

- a) PMA will report to Client's excess insurance carrier or carriers ("**Carrier(s)**") all Qualified Claims serviced by PMA which meet Client's excess insurance reporting requirements, subject to the following requirements:
  - i. Client shall promptly provide PMA with copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed by the Client and Carrier(s).
  - ii. Client shall direct Carrier(s) to promptly provide PMA with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to Client.
  - iii. Client shall promptly provide claim data for conversion to PMA's computer system for purposes of determining historical loss information.
  - iv. Client shall instruct its attorneys to advise PMA when in the attorney's professional opinion one of Client's claims meets the reporting thresholds or standards.

PMA will attempt to collect non-aggregate excess claim recoveries on behalf of the Client for a period of 90 days (from the date of the initial request), after which PMA will turn over pursuit of the outstanding balance to the Client for the reimbursable funds, and possess no further collection obligations or responsibilities for that outstanding balance.

- b) Client's failure to meet the requirements set forth above shall relieve PMA of its obligation to report excess claims to Carrier(s). PMA shall not be obligated to report any claims not serviced by PMA.

#### **5. MANAGED CARE SERVICES**

- a) Client agrees to exclusively utilize the following PMA managed care services:
  - i. PMA's medical bill review and repricing services, which may include but are not limited to:
    - 1. reviewing medical documents for appropriateness, relatedness to the injury or accident, unbundling, and conformity to applicable fee schedule or usual and customary re-pricing; and
    - 2. utilizing PMA's complex bill review process to review certain medical bills for possible additional savings.
  - ii. PMA's managed care networks which include:
    - 1. traditional networks (e.g. physicians and medical facilities);

- 2. specialty networks (e.g. providers of durable medical equipment, diagnostic testing, and physical therapy); and
  - 3. out-of-network services from PMA and third party vendors.
- iii. PMA's pharmacy benefit management program (e.g. bill repricing, home-delivery, brand-to-generic conversion, customized formularies, narcotic management, and drug utilization review).
- b) Upon request, PMA's Medical Managers will provide on-site and telephonic medical management services (e.g. coordinating care and disability management). PMA may also retain third party vendors for the purpose of providing specific medical management services.

## 6. RISK CONTROL SERVICES

- a) Upon request, PMA will:
- i. perform a risk management assessment;
  - ii. prepare a more detailed analysis of specific risk-related issues, or prepare custom risk control strategies and implementation plans;
  - iii. provide the following risk control services: industrial hygiene assessment, ergonomic risk assessment, and consultation services (e.g. strategic risk control plan facilitation, and employee communication initiatives, as well as management, supervisor and employee development programs and occupational health service programs);
  - iv. create and administer a specific risk control service project mutually agreed upon with Client.
- b) Any risk control services provided are solely to assist Client in reducing Client's exposure to risk of loss. Evaluations concern only such conditions and practices as may be evident at the time of PMA's visits. **THE SERVICES PERFORMED UNDER THIS AGREEMENT BY PMA SHALL NOT BE CONSTRUED AS APPROVAL BY PMA OF CLIENT'S OPERATIONS, PROCESSES, SERVICES, PRODUCT DESIGN OR PRODUCT FUNCTION. THE PARTIES AGREE THAT, WHILE PMA WILL PERFORM RISK CONTROL SERVICES WITHIN INDUSTRY STANDARDS, NO GUARANTEES OR OTHER SIMILAR ASSURANCES CAN BE MADE BY PMA THAT IT HAS DISCOVERED ALL OF CLIENT'S PAST, CURRENT, OR FUTURE RISKS OR HAZARDS. THE PARTIES FURTHER AGREE THAT BY PROVIDING THE SERVICES SPECIFIED HEREUNDER, PMA IS NOT MAKING ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF CLIENT'S PRODUCTS OR PROCESSES FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER WARRANTY, AND ANY LIABILITY OF PMA, ITS AFFILIATES OR AGENTS, FOR DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FROM ANY CAUSE WHATSOEVER, IS EXPRESSLY DISCLAIMED, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF**



**SUCH DAMAGES. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**

**7. RISK MANAGEMENT INFORMATION SYSTEM (“RMIS”)**

- a) PMA will provide the following RMIS services:
- i. upon request, a conversion of Client’s existing claims data into PMA’s claim system. A standard conversion shall be from one electronic source and a customized conversion shall be from two or more sources;
  - ii. access to PMA’s RMIS for up to four users, provided Client agrees to the terms and conditions of the License Agreement when first accessing PMA’s RMIS;
  - iii. standard reports available through PMA’s RMIS;
  - iv. customized reporting reasonably acceptable to PMA, subject to additional terms, conditions and fees as may be agreed upon by the parties. PMA will provide a reasonable estimate of the costs of preparation of any such reports to Client in advance.
- b) PMA warrants PMA’s RMIS against malfunctions, errors, or loss of data which are due solely to errors on its part. If Client notifies PMA in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:
- i. in the event of a malfunction, error or loss of data, upon notice from Client within 20 days of the event, PMA will recreate the reports designated by Client without an additional fee, using data as of the recreation date.
  - ii. the maximum and only liability of PMA for such malfunction, error or loss of data shall be its obligation to recreate reports or regenerate data as described above.
- c) **THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PMA BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS, OR GOODWILL OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**
- d) Obligations of Client regarding use of PMA’s RMIS:
- i. Client shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may appear in PMA’s RMIS. Client agrees to use all available security features and to notify PMA promptly of all potential and actual breaches of the system.

- ii. Client agrees that no information in PMA's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.

e) General Provisions regarding PMA'S RMIS:

- i. Client agrees to limit access to PMA's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords and communications, except that this provision is not intended to limit Client from generating and using reports and statistics for legitimate business purposes.
- ii. Unless otherwise stated, Client's access to PMA's RMIS will end upon termination of the Agreement.

**8. LEGAL SERVICES**

- a) In the event a Qualified Claim managed by PMA pursuant to this Agreement: (x) enters into litigation; or (y) is scheduled for a hearing; or (z) involves a potential third-party (subrogation) claim (collectively, (x), (y) and (z), "**Disputed Claim**"), PMA will:
  - i. make recommendations to Client regarding legal matters;
  - ii. assist Client in the retention and appointment of counsel selected by Client to represent Client in and regarding such legal matters, and assist Client in the selection of expert witnesses and vendors;
  - iii. pursue all appropriate subrogation/contribution claims as directed by Client.
- b) If requested by Client, PMA will manage Disputed Claims in accordance with PMA's Defense Counsel Guidelines.
- c) PMA will make settlement recommendations to Client, but the final decision regarding the disposition of any Disputed Claim will be made solely by Client.

**9. SECTION 111 REPORTING**

- a) Client understands and acknowledges that it is a Responsible Reporting Entity ("**RRE**") as defined by the Centers for Medicare and Medicaid Services ("**CMS**"), and is responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
- b) Client authorizes PMA to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's Qualified Claims. Client further agrees to fully cooperate with PMA, including the execution of any documents necessary for such authorization.
  - i. PMA shall not provide any Section 111 reporting services for Client's Record Only Claims.

- ii. PMA shall not undertake Section 111 reporting activities for Client's claims which were converted from Client's prior TPA to PMA but were never serviced by PMA.
- c) PMA shall charge and Client shall pay a fee of \$8.00 per claim for any claim PMA needs to query to determine the injured worker's Medicare status.
- d) Client acknowledges and agrees to provide PMA with complete, accurate, and timely data for Section 111 reporting purposes.
- e) Upon receipt of complete, accurate claim data, PMA shall commence reporting of Client's data to CMS, and shall continue for as long as PMA provides claims handling services for Client's Qualified Claims.
- f) PMA shall have no liability for any failure of (i) Client to register as a RRE; (ii) Client to execute any documents necessary to authorize PMA as its Account Manager/Reporting Agent; or (iii) Client or its prior TPA to report Client's claims when they were first required to do so.

#### 10. FUNDING of CLAIMS and EXPENSES

PMA will establish a non-interest bearing checking account in PMA's name ("**Payment Account**") with PMA's bank, which is to be funded by Client but which PMA will administer for the purposes of paying Qualified Claims and ALAE, in accordance with the procedures set forth in this Section. PMA will provide Client with a monthly schedule ("**Payment Register**") outlining all claim payments, ALAE, and correction items funded by PMA and will contain the name of the payee, date of payment, amount of payment, and claim number for all transactions occurring during the prior month which will delineate by each qualified claim type.

- a) The Payment Account will initially be funded by Client in the amount of \$500,000 (equal to two months estimated claims payments and ALAE) which amount may be revised at PMA's discretion at any time based upon actual claims and expense payment history. Within 15 calendar days of the receipt of the Payment Register, invoice, and escrow bank statement, Client shall reimburse PMA for the total amount of payments made, which reimbursement shall replenish the Payment Account to its required balance. If at any time the Payment Account balance is depleted by 75% or more during the course of any given month, PMA shall provide written notice of such depletion to Client, and Client shall replenish the balance within five business days of receipt of notice.
- b) Should Client fail at any time to maintain the required funding after receiving notification from PMA, PMA will stop providing services, including ceasing to pay claims and expenses, until such funding has been restored and any related PMA bank charges, fees, or penalties have been paid by Client.
- c) PMA is not obligated to pay any claims or expenses on behalf of Client unless the required funds are made available by Client to PMA to do so. Should PMA advance funding on the part of Client, then Client shall immediately reimburse PMA or PMA will stop providing services, including ceasing to pay claims and expenses, until full reimbursement has been received and any related PMA bank charges, fees, or penalties have been paid by Client.
- d) This Section of the Agreement shall survive the termination of the Agreement.

**11. PAYMENT of CLAIM HANDLING SERVICE FEES**

- a) For claim handling services to be rendered under this Agreement, Client agrees to pay PMA an annual fee of \$149,000, to be paid in equal monthly installments as invoiced by PMA. If during the term of this Agreement any individual occurrence results in more than 10 claimants as determined by PMA, then the following additional claim handling fees above and beyond the annual fee shall apply, commencing with the 11<sup>th</sup> claim and every claim thereafter for that individual occurrence:
  - i. \$850 for each Lost Time Claim
  - ii. \$125 for each Medical Only Claim
  - iii. \$650 for each automobile liability bodily injury claim
  - iv. \$650 for each general liability bodily injury claim
  - v. \$395 for each automobile liability property damage claim
  - vi. \$395 for each general liability property damage claim
  - vii. \$325 for each automobile liability physical damage claim
  - viii. \$595 for each property claim
  - ix. \$995 for each professional liability claim
- b) PMA will bill Client for claim handling services to be rendered on a monthly basis, and Client will pay such bills within 60 days after receipt. If bills are not paid within 30 days after receipt, PMA reserves the right to stop providing services, including ceasing to pay claims and expenses, until such bills and interest have been paid in full.

**12. MANAGED CARE FEES**

- a) For medical bill review and repricing services, Client shall pay a fee of \$8.50 per bill reviewed, plus 28% of the savings over and above fee schedule and/or usual and customary charges resulting from use of PMA's medical bill repricing services.
- b) Upon request, PMA shall provide Client use of medical management services, which shall be billed to Client at a rate of \$98.00 per hour.

**13. RISK CONTROL SERVICE FEES**

- a) Except as set forth in subpart (b) below, upon Client's request, PMA shall provide risk control services at a rate of \$135.00 per hour.
- b) Upon Client's request PMA shall provide industrial hygiene services at a rate of \$140.00 per hour, plus expenses.
- c) Upon Client's request, PMA shall provide pricing on project activities.

**14. CUSTOMIZED INFORMATION SYSTEM REPORTING FEE**

- a) Upon Client request, PMA shall provide customized information system reporting services at a rate of \$95.00 per hour.

**15. CONFIDENTIALITY**

- a) The parties acknowledge and agree that information emanating from either party's business in any form may be confidential and proprietary in nature. Each party will use its reasonable best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such confidential and proprietary information to any third party, unless such duplication or disclosure is specifically authorized under this Agreement or otherwise by the party claiming ownership. In addition, the parties agree that information contained in a Claim File or PMA's RMIS or otherwise provided in the context of this relationship shall be considered confidential and proprietary, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such information unless:
  - i. compelled by an order of a court of competent jurisdiction;
  - ii. mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation to provide information to the claimant or other person; or
  - iii. mandated by applicable court discovery rules.
- b) If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such discovery requests.
- c) Each party agrees that the information contained within PMA's RMIS must be treated in a confidential manner by all users who may gain authorized access to PMA's RMIS.
- d) This Section of the Agreement shall survive the termination of the Agreement.

**16. NATURE of RELATIONSHIP**

- a) PMA agrees to perform the services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over PMA, its employees or agents, or over the detail, manner or methods of the performance of the services described herein.
- b) PMA shall be entitled to retain third party vendors to provide any or all services herein when deemed appropriate by PMA.

**17. TERMINATION**

- a) This Agreement may be terminated upon 90 days advance written notice by either party with or without cause.
- b) This Agreement may be terminated:
  - i. by mutual agreement of the parties;
  - ii. by PMA if Client is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite claim funding levels as required herein and PMA has given Client prior written notice of such default five days prior to the date set for termination;

- iii. by the non-breaching party if the other party breaches (other than a monetary breach) under any of the terms, covenants and conditions hereunder and the non-breaching party has given the breaching party prior written notice of such breach 20 days prior to the date set for termination and the breaching party has failed to cure such breach prior to the termination date;
  - iv. by one party if the other party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold by Sheriff's sale;
  - v. by PMA or Client if PMA fails to obtain any required state or federal licensing for providing services hereunder; or
  - vi. by PMA or Client if any state regulatory entity fails to approve or subsequently disapproves or revokes the self-insured status of Client.
- c) This Agreement shall be deemed terminated upon its normal expiration.
- d) Upon termination of this Agreement, PMA will provide a final accounting of any amounts due either party. Client shall be responsible for payment of all fees incurred by PMA up to and including the date of termination. Upon final closing of the account, PMA shall return the Claim Files to Client in electronic form. PMA may at its option keep a copy of the Claim Files for PMA's records.
- e) Client and PMA acknowledge that certain approved indemnity, medical and expense payments may still be in process of payment upon the date of termination. Therefore Client agrees that Client will remain responsible for payment of any and all indemnity, medical and expense payments which may be processed by PMA for a Qualified Claim, which shall include, at a minimum, the maintenance of a claim funding mechanism for at least 45 days after the Agreement terminates. In addition, PMA shall return to Client any outstanding checks remaining unpaid after termination. PMA shall not be responsible for Client's escheat obligations with regard to issued but unrepresented checks either before or after the termination of this Agreement.
- f) PMA may utilize the Payment Account for any outstanding amounts owed by Client to PMA prior to returning unallocated funding to Client.
- g) This Section of the Agreement shall survive the termination of this Agreement. Nothing in this Section of the Agreement shall limit any other remedy that may be available to PMA.

**18. INDEMNIFICATION, HOLD HARMLESS, and LIMITATION OF LIABILITY**

- a) To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless PMA, and its parents, affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from (i) claims from third parties alleging negligence or willful misconduct of Client, its officers, directors, employees or agents; or (ii) a disclosure of confidential or proprietary information by Client to any third party.

- b) To the fullest extent permitted by law, PMA shall indemnify, defend and hold harmless Client, its affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from claims from third parties alleging negligence or willful misconduct of PMA, its officers, directors, employees or agents. However the parties agree that PMA, its directors, officers, agents or employees, will not be liable to Client or any third party for claims arising from PMA's performance under this Agreement in those cases where PMA acted at the request of or with the consent of Client.
- c) Client agrees that it will not hold PMA liable for, or reduce the compensation of PMA with respect to, any failure of PMA to deliver any services resulting from (i) any failure to cooperate on the part of Client or the prior administrator, or (ii) any files for Takeover Claims which have not been properly maintained or are not delivered to PMA in good order.
- d) Promptly after the receipt by any party seeking indemnification under this section ("Indemnitee") of notice of the commencement of any action or the assertion of any claim against such Indemnitee by a third party, such Indemnitee shall give such indemnifying party written notice thereof. If the indemnifying party fails to defend or, after undertaking such defense, fails to prosecute or withdraws from such defense, the Indemnitee shall have the right to undertake the defense and settlement thereof at the indemnifying party's expense. If the indemnifying party is defending such action or claim, the Indemnitee may retain separate counsel at its sole cost and expense and may participate in the defense of such action or claim. An indemnifying party may only settle an action or claim with the consent of the Indemnitee, which consent shall not be unreasonably withheld or delayed. If the Indemnitee does not consent to a settlement proposed by the indemnifying party that includes a full release of Indemnitee from all claims at issue, the Indemnitee shall be responsible for any settlement, award, judgment or damages incurred above the settlement amount proposed by the indemnifying party, as well as all costs and expenses, including attorneys' fees, incurred in the defense of the claims from the date of the proposal.
- e) The indemnification provided in this section represents the sole remedy for actions or claims brought by third parties.
- f) Neither party shall be liable to the other party for punitive or consequential damages.
- g) Any claim under this Agreement must be brought by the party within one year of the event forming the basis of the claim.
- h) This Section of the Agreement shall survive the termination of the Agreement.

## 19. NOTICES

All notices required to be given by one party to the other under this Agreement will be in writing and will be sent by first class US mail, postage prepaid, or by nationally recognized overnight carrier and will be addressed as set forth below or to such other address as may be designated in writing by either party in accordance with the provisions of this Agreement and will be effective upon receipt.

For Client:

For PMA: President  
PMA Management Corp.  
380 Sentry Parkway  
Blue Bell, PA 19422

With a copy to: General Counsel  
PMA Management Corp.  
380 Sentry Parkway  
Blue Bell, PA 19422

**20. NON SOLICITATION of OTHER'S EMPLOYEES**

Each party to this Agreement agrees not to directly solicit for employment, either as an employee or an independent contractor, employees of the other party during the term of this Agreement or for a period of one year following its termination. The parties acknowledge the difficulty in determining a specific damage amount for breach of this section, therefore, as liquidated damages and not as a penalty, if either party breaches the terms of this section, the breaching party shall pay the other party an amount equal to one year's base salary of each employee hired. This section of the Agreement shall survive the termination of the Agreement.

**21. ASSIGNMENT**

This Agreement will be binding upon the parties, their successors and assigns.

**22. COOPERATION**

- a) Client and its agents, representatives and employees will promptly report to PMA all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and to provide all necessary documents and materials to PMA, including but not limited to excess policies, which are necessary to provide the services hereunder.
- b) Each party and its agents will cooperate fully with the other party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular Qualified Claim. Upon prior notice from Client, all Claim Files will be open to Client's inspection at reasonable times, at the office of PMA. PMA may, at its own option within five business days of such request provide Client or Client's representative with limited access to PMA's RMIS for the purposes of reviewing Claim Files electronically.
- c) This Section of the Agreement shall survive the termination of the Agreement.

**23. WARRANTIES and REPRESENTATIONS**

- a) By affixing its authorized signature below, Client warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.
- b) By affixing its authorized signature below, PMA warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

**24. MODIFICATION**



PMA may seek to modify fees if: (i) PMA's fees and charges were based upon inaccurate or erroneous data, or Client's business changes materially in the nature or volume of business or claims from what was originally contemplated at the inception of the Agreement; or (ii) during the term of this Agreement, legislative and/or regulatory changes materially impact or change the scope of PMA's services or responsibilities. If the parties are unable to reach an agreement with regard to the modification, then either party may terminate this Agreement with 60 days written notice to the other party, with the current fee structure remaining in effect. PMA will continue to provide services for the 60 day notice period, after which PMA will return all Claim Files to Client and submit a final billing to Client.

## 25. MISCELLANEOUS

- a) **Governing Law; Jury Trial Waiver.** This Agreement and all disputes relating in any way to this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles of conflicts of laws. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties arising under the Agreement.
- b) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.
- c) **No Waiver.** No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.
- d) **Standard of Care.** PMA shall discharge its obligations under this Agreement with commercially reasonable care, skill, prudence and diligence.
- e) **Force Majeure.** The obligations of either PMA or the Client under this Agreement will be suspended for the duration of any force majeure applicable to that party. The term "force majeure" means any cause not reasonably within the control of the party claiming suspension, including without limitation, an act of God, industrial disturbance, war, riot, weather related disaster, earthquake, and/or governmental action. Client's obligation to fund its claims and expenses shall continue uninterrupted during this Agreement and shall not be subject to a force majeure event. The party claiming suspension pursuant to this section of the Agreement shall take all commercially reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.
- f) **Severability.** The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.
- g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute but one and the same Agreement.

- h) **Captions.** The captions and headings to the various Sections of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.
- i) **Ambiguities.** The parties agree that the terms and language of this Agreement are the result of detailed negotiations between the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided in light of its business purposes, without regard to events of authorship or negotiation. In the event of any inconsistency or conflict between the terms or provisions of this Agreement and the terms or provisions of any other pre-existing or contemporaneous document or agreement as to the subject matter of this Agreement, the terms and provisions of this Agreement shall control and shall supersede the terms or provisions of such other document or agreement.
- j) **Calculation of Time.** All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day.
- k) **Amendment.** Except as otherwise set forth in this Agreement, this Agreement will not be amended except as mutually agreed in a writing signed by both parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

**PMA MANAGEMENT CORP.**

**CITY OF BLOOMINGTON, ILLINOIS**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_



CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: Public Works

**SUBJECT:** Consideration of a Contract with Diamond Vogel Paint, for a one (1) year term beginning May 1, 2019 and ending April 30, 2020, for traffic line paint and beads (Bid #2019-22), in the amount of \$94,325, as requested by the Public Works Department.

**RECOMMENDATION/MOTION:** The Contract with Diamond Vogel Paint, as the lowest responsive bidder, be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goals 1. Financially Sound City Providing Quality Basic Services and 2. Upgrade City Infrastructure and Facilities.

**STRATEGIC PLAN SIGNIFICANCE:** Objectives 1d. City services delivered in the most cost-effective, efficient manner and 2a. Better quality roads and sidewalks.

**BACKGROUND:** Public Works is recommending the approval of a one-year contract with Diamond Vogel Paint, beginning May 1, 2019 and ending April 30, 2020, in the amount of \$94,325, for traffic line paint and beads. This contract may be automatically extended in one-year increments until April 30, 2024, upon mutual agreement and council approval.

The Department's Public Service Division purchased a new self-propelled traffic line painting machine from E-Z Liner Industries in 2012. This machine requires the pavement marking beads to be loaded mechanically and the traffic line paint to be drawn from fifty-five (55) gallon drums. Staff created a bid specification, which allows for the purchase of traffic line paint to be with the new machine and with the existing walk behind traffic line painting machines. Staff received two (2) bids, although one bidder could not meet the delivery requirement specifications specifically stated in the scope of work in Bid #2019-22 PW Traffic Paint & Beads, and therefore said bid was deemed unresponsive and not considered. Diamond Vogel, the sole responsive bidder, bid \$94,325 and meets all of the required specifications.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice of the bid was published in the Pantagraph on December 18, 2018.

**FINANCIAL IMPACT:** Funds of \$77,000 are budgeted in the FY2020 Proposed Budget Street Maintenance Traffic Line Paint account (10016120-71096). If approved, \$17,325 will be transferred from the Street Maintenance - Other Supplies account (10016120-71190). Stakeholders can locate these accounts in the FY2020 Proposed Budget Book titled "Budget Overview & General Fund" on page 235.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A**

Respectfully submitted for Council consideration.

Prepared By: Colleen Winterland, Supt. of Streets & Sewers  
Michael Hill, Management Analyst

Reviewed By: Robert Yehl, P.E., Assistant Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- PW 2B CONTRACT TRAFFIC LINE PAINT 04082019
- PW 2C EXHIBIT A TRAFFIC LINE PAINT 04082019
- PW 2D BID TAB TRAFFIC LINE PAINT 04082019

**CITY OF BLOOMINGTON  
CONTRACT WITH  
Diamond Vogel Paint  
FOR  
PW Traffic Paint & Beads**

**THIS AGREEMENT**, dated this 8th day of April \_\_\_\_\_, 2019, is between the City of Bloomington (hereinafter “CITY”) and Diamond Vogel Paint (hereinafter “CONTRACTOR”).

**NOW THEREFORE**, the parties agree as follows:

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

**Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms.** This work was subject to the following procurement initiative by the CITY:  
Bid #2019-22 PW Traffic Paint & Beads (hereinafter “Request”)

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as “Procurement Documents” and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

**Section 3. Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Section 4. Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

- A flat fee of \$ \_\_\_\_\_ as set forth in the Procurement Documents.
- Fees as set forth in the Procurement Documents.

**Section 5. Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney’s fees and court costs.

**Section 6. Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

**Section 7. Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

**Section 8. Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

**Section 9. Compliance with FOIA Requirements.** CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

**Section 10. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Section 11. Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

**Section 12. Attorney Fees.** In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

**Section 13. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**Section 14. Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

Diamond Vogel Paint

By: \_\_\_\_\_  
Its City Manager

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

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

## Exhibit A

### **SCOPE OF WORK:**

The City of Bloomington is accepting bids for white pavement marking paint, yellow pavement marking paint and glass beads. The City of Bloomington has 800 lane miles to traffic line paint. Personnel assigned to perform traffic painting use approximately 2,500 gallons of white traffic line paint, 3,500 gallons of yellow traffic line paint and 47,500 pounds of glass bead material per fiscal year.

These quantities of paint and glass beads are approximations. These numbers are based on previous years' quantities. These quantities may vary due to weather conditions, equipment malfunctions and additional work per contracts. The City of Bloomington may not require this quantity of paint and bead material during the course of the pavement marking season(s). The quantity approximations in no way limits or guarantees quantities to be purchased.

### **WHITE & YELLOW PAVEMENT MARKING PAINT SPECIFICATIONS:**

1. Shall meet or exceed federal specification TT-P-1952E Type III.
2. Shall be lead free.
3. Shall be water reducible.
4. Suitable for use on concrete, asphalt and cinder type streets.
5. Shall be self-priming.
6. Shall be latex type paint.
7. Shall use Acrylic resin type HD 21.
8. The acrylic resin used for TT-P-1952E Type III shall be a 100% cross linking acrylic as evidenced by infrared peak wave links 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross linking.
9. Shall only require the use of water as a cleanup solvent.
10. Shall only require the use of soap and warm water for spill cleanup.
11. Shall only require the use of soap and warm water for the immediate cleanup of hands and tools.
12. Shall provide cleanup instructions for spray equipment to prevent rusting.
13. Shall contain a minimum of 78% solids by weight.
14. Shall contain a minimum of 62% solids by volume.
15. Shall be capable of providing a theoretical coverage area of 994 square feet per gallon of paint.
16. Shall provide surface preparation instructions.
17. Shall have a viscosity of 87 to 95 Krebs Units.
18. Shall have a shelf life of a minimum of one (1) year when properly stored.
19. Shall have a minimum dry film thickness per coat of 10 mils for standard applications and a 16 mils dry film thickness for Hi Build Applications.
20. Shall have a minimum wet film to achieve dry film thickness (DFT) of 16 mils for standard applications and 25 mils for wet film to achieve dry film thickness (DFT) for Hi Build Applications.
21. Shall be capable of providing the following coverage for 4-inch wide line:
  - a. 300 feet per gallon for standard applications at 16 mils at wet film thickness (WFT)
  - b. 192 Feet per gallon for high build applications at 25 mils at wet film thickness (WFT)
22. Shall have a volatile organic compound (VOC) content of less than 150 grams/liter.
23. Shall have a dry time to be tack free to touch of less than 5 minutes for a temperature of 70 degrees Fahrenheit at 50% relative humidity for a 16 mil wet film thickness (WFT) application
24. Shall have a dry time to be tack free to the touch of less than 10 minutes for a temperature of 70 degrees Fahrenheit at 50% relative humidity for a 25 mil wet film thickness (WFT) application
25. Shall be capable of being applied through a heated system up to temperatures of 140 degrees Fahrenheit.
26. Shall provide all instructions on proper paint thinning procedures.

## Exhibit A

27. Shall be capable of being applied to appropriate surfaces when the surface temperature is a minimum of 50 degrees Fahrenheit and will remain above 40 degrees Fahrenheit for a minimum of 24 hours after the application of the pavement markings
28. Shall be capable of being applied to slightly damp surfaces.
29. Shall provide information regarding approximate drying time for temperatures above 70 degrees Fahrenheit and relative humidity equal to or greater than 80 degrees Fahrenheit.
30. Paint shall be free of clumps and foreign objects. Vendors shall be responsible for replacing defective paint at their cost.
31. Shall be capable of being applied with conventional sprayers, airless sprayers, brushes or rollers.
32. Shall be provided in 55-gallon drums & 5 gallon pails.
33. Shall specify proper mixing procedures.
34. Shall provide written documentation that material meets or exceeds City of Bloomington specifications.
35. Shall provide two (2) copies of MSDS sheet for each individual product.
36. Shall provide detailed warranty information.

### **GLASS BEAD SPECIFICATIONS:**

The glass beads for the pavement markings shall comply with the Illinois Department of Transportation "STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, ADOPTED JANUARY 1, 2007, ART. 1095.07" as follows:

#### 1095.07 GLASS BEADS FOR PAVEMENT MARKINGS

1. Shall be provided in 2000-lb bags.
2. Shall be palletized upon delivery.
3. Shall provide written documentation that material meets or exceeds City of Bloomington specifications.
4. Shall provide two (2) copies of MSDS sheet for each individual product.
5. Shall provide detailed warranty information.

### **OTHER SPECIFICATIONS AND DELIVERY:**

The City of Bloomington will require delivery to our location at 401 S East Street, Bloomington, IL, 61701. The City of Bloomington **WILL NOT** accept bulk delivery of paint or beads due to storage limitations at the City of Bloomington.

1. **PRICE INCLUDES F.O.B. DESTINATION PREPAID.**
2. At the City of Bloomington's request, The City will pick up 55 gallon drums at the vendor's location.
3. Vendor pick-up locations must be in Bloomington-Normal city limits.
4. Vendor must have a concrete or asphalt testing lot large enough for a City paint truck and walk behind stripers to test on.
5. Vendor Lot must have approach low enough to get paint truck into the lot to load without dragging cone platform (approximate 4" slope).
6. Paint and glass shall be available at vendor location within 24 hours of the City of Bloomington requesting material, excluding weekends and City of Bloomington holidays.
7. Pickup and Delivery of materials shall be between 5:30 am and 3:00 pm Monday through Friday.
8. City will only be able to accept one (1) 2000 lb. bag at a time, not pallets, between 5:30 am & 3:00



## Exhibit A

pm per City Instructions. This shall be delivered within 24 hours of the City of Bloomington requesting material, to 401 S East Street, Bloomington, IL, 61701.

9. City will only be able to accept two (2) 55 gallon drums that are loaded onto the truck, no additional 55 gallon drums of paint will be stored at this location due to storage limitations. Vendor shall load 55-gallon drums on the City of Bloomington paint equipment at the City or Vendor location per the City's instructions.
10. Vendor shall be able to store 500 gallons of white and 500 gallons of yellow drums.
11. Vendor shall deliver pallets of 5 gallons upon City Request within 24 hours to 401 South East Street, Bloomington, IL, 61701 between 5:30 am & 3:00 pm per City instructions.

### **PERIOD OF THE CONTRACT:**

The contract will be awarded for a one (1) year term that will begin on May 1, 2019 and be valid through April 30, 2020. This agreement may be automatically extended in one-year increments until April 30, 2024, upon mutual agreement. Prices will remain firm throughout the contract period each year. In the event the Bidder requires a price increase, the City shall reserve the right to solicit quotations and purchase from competitive vendors for the remainder of the contract period.



Exhibit A

BID FORM

BID #2019-22

High Durability Latex Traffic Paint, Glass Bead for Pavement Marking Material For The Public Works Department

We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid price submitted, and to supply all commodities as required in the requirements and Instructions to Bidders. We further agree to deliver the commodity as outlined with in this document, FOB Bloomington, Illinois, freight prepaid.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

DESCRIPTION

AMOUNT

Table with 2 columns: DESCRIPTION and AMOUNT. Rows include White Pavement Marking Paint, Yellow Pavement Marking Paint, Pavement Marking Bead Material, Delivery/Shipping Fees, Net Price, and Additional Fees if usage exceeds above listed quantities.

Address of pickup location within Bloomington/Normal: DIAMOND VOGEL PAINT CO 1110 E. OAKLAND AVE BLOOMINGTON, IL 61701

The undersigned understands that any condition above, clarification made to the above, or information submitted on or with this form other than requested may render this bid unresponsive.

DIAMOND VOGEL PAINT CO Firm

Authorized Signature

1110 E. OAKLAND AVE Address

Bloomington IL 61701 City State Zip

309 829-1414 Phone Number

1/7/19 Date

Email Address: Jim.McAvey@diamondvogel.com



CITY CLERK  
 109 EAST OLIVE STREET  
 BLOOMINGTON, IL 61702-3157  
 309.434.2240 tel  
 309.434.2802 fax

RECORD OF BID OPENING FOR:

**BID #2019-22**  
**High Durability Latex Traffic Paint, Glass Bead for Pavement Marking Material**  
**For The Public Works Department**

DATE: January 10, 2019

TIME: 11:00 a.m.

Rec'd Date/Time & Staff Initials	Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Bid Bond	Add #1	White Paint price per gallon x 2500	Yellow Paint price per gallon x 3500	Beads price per pound x 47500	Delivery per pallet	Net Price	Add'l Yellow Paint price per gallon	Add'l White Paint price per gallon	Add'l Beads Price per pound	Delivery per pallet
01.09.19 clara 10:23am	Ennis-Flint, Inc	Greensboro, NC 27410	✓	✓	✓	✓	30,000	42,000	No Bid	Included	72,000	12	12	No Bid	Included
01.09.19 clara 2:00pm	Diamond Vogel	Bim, IL	✓	✓	✓	✓	30,000	42,000	22,325	0	94,325	0	0	0	0

WITNESSES:

*Amanda Alden*  
*Misty Shaler*  
*Colleen Hatteland*

\*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award. Prices or options/alternates will not be included on the tabulation.



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: Human Resources and Fire

SUBJECT: Consideration of a Contract with Site Med to provide OSHA required Medical Surveillance and a physical evaluation in compliance with NFPA 1582, in the amount to not exceed \$60,000 annually, as requested by the Human Resources and Fire Departments.

RECOMMENDATION/MOTION: The Contract be approved, and the City Manager be authorized to execute the necessary documents.

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 levels of services.

BACKGROUND: Staff is recommending the approval of a contract with SiteMed to conduct required OSHA mandated Respirator and HazMat evaluations and provide a Wellness exam that meets the NFPA 1582 standard. This comprehensive approach combines proven life safety screenings and one-on-one personalized medical counseling with a medical group that understands the medical risks faced by our firefighters. Staff is requesting approval of a one year contract, with the ability to renew for a second year. In year one, all sworn firefighters will have an annual evaluation which will include a Medical component, Fitness component and a Firefighter Cumulative Stress Assessment in the amount of \$415 per firefighter. The HazMat team will include base line testing which will amount to \$260 per firefighter in the first year. The HazMat team's second year costs (if any) will be determined after a medical review of exposures of HazMat calls. Staff anticipates all firefighters will have a similar physical in year two with the ability to add additional evaluations.

SiteMed is a physician-owned health care company specializing in NFPA 1582 Firefighter Medical Exams. The medical providers at SiteMed have over 50 years combined experience with NFPA 1582 and OSHA standards. The focus of SiteMed is on preventing disease and improving the firefighter's health and safety. In the event medical issues are discovered, SiteMed will coordinate with the firefighter and their personal physician to make sure our firefighter is safe to work. In addition, SiteMed provides year around access to doctors familiar with the Fire Service and standards for medical consultations.

SiteMed will do on-site evaluations. This will minimize time employees are taken out of service for evaluations. SiteMed will develop a relationship with local providers for an Oversight Program for new hires or missed appointments that happen outside of scheduled on-site visits.

SiteMed will provide confidential results and interpretations to the firefighter. A physician will evaluate all charts and issue clearance letters. SiteMed will provide a department

summary report which will include relevant averages, ranges and annual comparison statistics.

Since occupational health services are considered a “professional service” a formal bid/solicitation process was not required by the City Code. In this case, with SiteMed being a specialized provider for the types of services needed by the Fire Department, the City sought a proposal directly from the company.

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

**FINANCIAL IMPACT:** The NFPA 1582 Wellness Initiative is key to keeping firefighters healthy. By keeping our employees healthy, staff anticipates preventing and or minimizing Worker Compensation claims and personal illness/injuries requiring the use of sick leave. Funds to cover the \$60,000 are included in the FY 2020 Human Resources Other Medical Expenses account (10011410-70210). Stakeholders can locate this account in the FY 2020 Proposed Budget Book titled “Budget Overview & General Fund” on page 125.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared By: Angie Brown, Asst. Human Resources Manager

Reviewed By: Brian Mohr, Fire Chief  
Nicole, Albertson, Human Resources Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel  
Angela Fyans, Deputy Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

Attachments:

- HR 3B CONTRACT SITEMED
- HR 3C SITEMED INSURANCE



Fire Chief Brian Mohr  
The City of Bloomington Fire Department  
310 N Lee St. / P.O. Box 3157  
Bloomington, IL 61702-3157

March 26, 2019

Please find the attached proposal for your Firefighter Medical Clearance Program. We have listed several key factors that differentiate us from other companies.

### **Detailed Executive Summary**

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

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

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

### **The SiteMed Difference**

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

Our physicians specialize in NFPA 1582 medical exams. They lecture and write articles on firefighter health and wellness on the local, state and national level. They have performed over 25,000 NFPA 1582 Firefighter, Fire Brigade, EMS and HAZMAT exams. They understand the inherent medical risks firefighters face, and know that a comprehensive NFPA 1582 firefighter evaluation program is the key to keeping firefighters healthy and reducing your department's health care costs. What does this mean for you? Consistency, Reliability, & Dependability.

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

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

Other companies and clinics usually only perform portions of an NFPA 1582 exam or perform just an OSHA 1910.156 exam that does not meet the requirements for NFPA 1582. OSHA 1910.156 is commonly referred to as the Fire Brigade Standard, and is meant for companies that have Fire Brigades manned by their employees, not for Fire Departments.

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

### **ON-SITE FIREFIGHTER PHYSICALS**



**We come on-site to you.**

We realize yearly exams can be a daunting process. By coming on-site, we are able to perform up to 25-50 exams per day, and can usually perform all your physical exams in a short time period. We perform 4-8 exams per hour, which greatly helps minimize time away from work. Typically, all we need is a conference room and office to perform all of our testing. There is no need to sit and wait at an urgent care, local clinic or hospital, which puts firefighters and trucks out of service for hours at a time. This saves your department time, money and minimizes hassles related to annual physical exams.

**We focus on prevention.**

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

**We manage medical problems.**

If medical issues are discovered, we coordinate with the firefighter and their personal physician to make sure your employee is safe to perform The 13 Essential Job Tasks. We can usually keep your firefighters working during this process until the issue is resolved. We are available 365 days a year to help you manage and mitigate medical issues.

**We care about your health.**

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

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

We come on-site to collect labs several weeks prior to testing. That way when our providers meet with your firefighters they have all the information in front of them including labs and medical history, just like when they see their primary care physician. This means that during their individual one-on-one counseling session; we can make health recommendations individualized to each person at the time of the consultation.

**Year round access.**

What happens after the testing when you have a medical question? With SiteMed, you have year round access to our Fire Department Doctors for medical consultations. There is no extra charge for this service; it is part of our commitment to your department.

**New Hire and Make up Exams.**

Although SiteMed is based on the east coast, we have developed a national network of local providers close to your fire department where you can send your firefighters for testing. Your firefighter will complete the components of the medical exam at the local provider location and our SiteMed Fire Department Physicians will review and provide an NFPA 1582 medical clearance. Your firefighter will still have the opportunity to discuss their medical results with our SiteMed Physicians. This Oversight Program is used for physicals like new hires and missed appointments that need to happen outside of your scheduled on-site days.

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

**ON-SITE FIREFIGHTER PHYSICALS**





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**Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA 1582**

**A. Medical Component per NFPA 1582 Chapters 6 & 7**

- Comprehensive Medical History – All necessary forms will be provided
- Medical Examination - *Comprehensive physical exam includes head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check. Screens for Skin, Thyroid, and Testicular Cancers.*
- Vitals – Height, Weight and Blood Pressure
- Body Composition – Bio Impedance Analysis (BIA)
- Vision – Snellen (distance) screening
- Lab Analysis – Chemistry Screen, CBC, Lipid Panel, Thyroid and Urinalysis. Details on page 4.
- Hearing Test –audiogram using our Benson audiometers
- Pulmonary Function Testing (PFT)
- EKG – 12-lead resting electrocardiogram

**\$385 per person**

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**B. Fitness Component per NFPA 1582 Chapter 8**

- WFI Submaximal Graded Treadmill Evaluation - to evaluate aerobic capacity (*per NFPA 1582 C.2.1.3*)
- Hand grip strength evaluation (NFPA 1582 C.2.1.5)
- Vertical Jump Assessment (NFPA 1582 C.2.1.8) or C.2.1.6 Leg Strength Evaluation
- Arm Strength Evaluation (NFPA 1582 C.2.1.7)
- Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)
- Prone Static Plank Core Stabilization Assessment (NFPA 1582 C.2.1.11)
- Sit and reach flexibility evaluation (NFPA 1582 C.2.1.12)

**Additional \$10 per person**

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**C. SiteMed Value-Added Standard Components**

- One-on-one consultation with licensed medical provider. Medical provider may be a physician, physician's assistant or nurse practitioner
- Confidential copy of results and interpretations provided to each firefighter
- A physician evaluates all charts and issues the clearance letters which will be provided within 5 days of the physical examination if there are no medical issues requiring follow up
- Department Summary Report including relevant averages, ranges, and annual comparison statistics
- Option to add additional laboratory / Studies. Details on ultrasound and additional services pages.

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**ON-SITE FIREFIGHTER PHYSICALS**



**SiteMed Lab Analysis**

**Chemistry Screen (Screens for Liver Cancer & Biliary Cancer)**

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

**Lipids:**

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

**Urinalysis (sent out to lab, not dipstick)  
(Screens for Bladder & Kidney Cancers)**

Color	Ketones
Appearance	Occult blood
Specific gravity	Leukocyte esterase
pH	Nitrite
Protein	Bilirubin
Glucose	Urobilinogen
Microscopic examination of urine sediment	

**Thyroid (Screens for Thyroid Cancer)**

Thyroid-stimulating Hormone (TSH)

**Complete Blood Count (CBC) (Screens for Lymphoma & Leukemia)**

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



### Additional Services

These fees are in addition to the above basic program cost. If you would like to offer your firefighters additional services *at their expense*, please have them visit our website at [www.sitemedfire.com](http://www.sitemedfire.com) during phase I and click on the "store" tab in the navigation menu for more information.

<b>Ultrasound</b> (Thyroid, Abdomen, Pelvic/Testicular, Abdominal Aneurysm)	<b>\$90 per person</b>
(Carotid, Cardiac Echo)	<b>\$110 per person</b>
<b>Chest X-Ray</b>	<b>\$110 per person</b>
<b>Cumulative Stress Assessment</b>	<b>\$20 per person</b>
<b>DOT Medical Cards - not available at all locations</b>	<b>\$35 per person</b>
<b>Vision – Titmus</b> color blindness, visual acuity & depth perception	<b>\$15 per person</b>
<b>Tuberculosis Skin Screening</b> (minimum number required)	<b>\$25 per person</b>
<hr/>	
<b>Hepatitis B Antibody Screening</b> (Blood Test)	<b>\$27 per person</b>
<b>Hepatitis C Screening</b> (Blood Test)	<b>\$27 per person</b>
<b>Varicella Antibody Screening</b> (Blood Test)	<b>\$55 per person</b>
<b>Measles, Mumps, Rubella Screening</b> (Blood Test)	<b>\$75 per vaccine</b>
<b>Hepatitis A Vaccine – 2-dose series</b>	<b>\$95 per vaccine</b>
<b>Hepatitis B Vaccine – 3-dose series</b>	<b>\$85 per vaccine</b>
<b>Tetanus/Diphtheria/Pertussis Vaccination</b>	<b>\$65 per vaccine</b>
<b>Measles, Mumps, Rubella Vaccine</b>	<b>\$85 per vaccine</b>
<b>Varicella Vaccine</b>	<b>\$120 per vaccine</b>
<b>Influenza Vaccine – requires pre-booking</b>	<b>\$35 per vaccine</b>
<hr/>	
<b>Blood typing (ABO grouping &amp; Rho-D)</b>	<b>\$17 per person</b>
<b>HIV Screening</b> (Blood Test)	<b>\$25 per person</b>
<b>CRP (C-Reactive Protein) - Marker of inflammation &amp; possible cancer</b>	<b>\$15 per person</b>
<b>Hemoglobin A1C – Diabetes screen</b>	<b>\$40 per person</b>
<b>Cholinesterase, RBC – blood test</b> (Haz-Mat teams)	<b>\$42 per person</b>
<b>Heavy Metals Blood Panel</b>	<b>\$150 per person</b>
(Haz-Mat teams: Arsenic, Mercury, Cadmium & Lead)	
<b>Blood and Urine Collection at LabCorp Facility</b>	<b>\$20 per person</b>

#### Testing for 40 years old and over:

<b>NMR Particle Test</b>	<b>\$45 per person</b>
Determines the # of High & Low Chol Particles	
<b>Coronary Calcium Scoring*</b> not available at all locations	<b>\$160 per person</b>
Used to detect hidden heart disease	
<b>Fecal Occult Blood Screening - Screens for Colon &amp; Rectal Cancers</b>	<b>\$18 per person</b>
<b>Ovarian Cancer Screening (CA-125) – female</b>	<b>\$30 per person</b>
<b>PSA screening – males; screens for Prostate cancer</b>	<b>\$22 per person</b>

#### ON-SITE FIREFIGHTER PHYSICALS





**AGREEMENT**

This agreement made and entered this **date** \_\_\_\_\_ **of** \_\_\_\_\_, **2019** between **SiteMed** and **The City of Bloomington for the Fire Department**. This agreement shall exist for an initial period of one (1) year with annual scheduling for the above listed services and will automatically renew for successive scheduling for an additional one (1) year upon request of the City of Bloomington.

Any cancellations made less than 30 days prior to scheduled dates will incur charges of 50% of the Minimum Charge for time scheduled if not rescheduled for a later date. Cancellations made more than 30 days prior to scheduled dates will incur charges of 25% of the Minimum Charge if not rescheduled for a later date. Rescheduling of services will not incur cancellation fee. The above listed pricing will only be guaranteed for the initial period of two (2) years and only while above listed volume of testing remains the same or greater. Invoices are due 45 days. Increase in employee numbers may require additional testing dates which shall be provided without additional fees.

**Insurance Requirements.** SiteMed shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

**Compliance with FOIA Requirements.** SiteMed further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to SiteMed. SiteMed agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. SiteMed shall be responsible for any damages/penalties assessed to CITY for SiteMed'S failure to furnish all documentation in SiteMed's possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

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

\_\_\_\_\_  
**The City of Bloomington for the Fire Department – City Manager** **Date**

\_\_\_\_\_  
**SiteMed – Representative** **Date**

**REFERENCES:**



The following is a list of some of our most recent public safety jobs. I encourage you to contact our clients listed to discuss the key differences in our services vs. our competitors.

- **Hoover Fire Department (AL)** – Chief Clay Bentley – 205-229- 9381  
[BENTLEYK@ci.hoover.al.us](mailto:BENTLEYK@ci.hoover.al.us)
- **Estero Fire Department (FL)** – Division Chief Todd Coulter – 239-390- 8000  
[coulter@esterofire.org](mailto:coulter@esterofire.org)
- **Atlanta Fire Rescue Department (GA)** – Deputy Chief Chad Jones – 404-546-2601  
[cjones@atlanta.gov](mailto:cjones@atlanta.gov)
- **Marietta Fire Department (GA)** – Chief George McKeehan – 770-794- 5470  
[GMcKeehan@marietta.ga.gov](mailto:GMcKeehan@marietta.ga.gov)
- **City of Smyrna (GA)**– Chief Roy Acree - 770-434- 6667  
[racree@ci.smyrna.ga.us](mailto:racree@ci.smyrna.ga.us)
- **Cartersville Fire Department (GA)** – Chief Scott Carter - 770-387- 5635  
[scarter@cityofcartersville.org](mailto:scarter@cityofcartersville.org)
- **Cherokee Fire and Emergency Services (GA)** – Chief Eddie Robinson – 770-889-4451  
[erobinson@cherokeega.com](mailto:erobinson@cherokeega.com)
- **Idaho Falls Fire Department (ID)** – Chief David Hanneman – 208-612-8495  
[dhanneman@idahofallsidaho.gov](mailto:dhanneman@idahofallsidaho.gov)
- **Jefferson City Fire Department (MO)** – Chief Matt Schofield – 573-634- 6404  
[mschofield@jeffcitymo.org](mailto:mschofield@jeffcitymo.org)
- **Central Jackson County FPD (MO)** – Assistant Chief Sam Persell – 816-797-9197  
[spersell@cjcfpd.org](mailto:spersell@cjcfpd.org)
- **Wake County Fire (NC)** – Deputy Director Darrell Alford – 919-856-6487  
[darrell.alford@wakegov.com](mailto:darrell.alford@wakegov.com)
- **Leland Fire/Rescue (NC)** – Deputy Chief Ronnie Hayes – 910-371- 2727  
[ronnie.hayes@lelandfirerescue.com](mailto:ronnie.hayes@lelandfirerescue.com)
- **City of Fayetteville (NC)** – Battalion Chief Robert Brinson – 910-433- 1729  
[rbrinson@ci.fay.nc.us](mailto:rbrinson@ci.fay.nc.us)

**ON-SITE FIREFIGHTER PHYSICALS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Southern States Insurance- 7 P.O. Box 1117 Douglasville GA 30133	<b>CONTACT NAME:</b> Jonathan Hall	
	<b>PHONE (A/C. No. Ext):</b> 16787159513	<b>FAX (A/C. No.):</b> 770-447-0704
<b>E-MAIL ADDRESS:</b> JHall@southernstatesinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> BERKLEY SOUTHEAST INSURANCE GROUP		
<b>INSURED</b> SiteMed North America, LLC 1634 White Circle, Suite 101 Marietta GA 30066	<b>INSURER B :</b> HOMELAND INSURANCE COMPANY OF NEW	
	<b>INSURER C :</b> Tri-State Insurance Company of Minnesota	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 438643149

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ADV4424798	11/3/2018	11/3/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ADV4424798	11/3/2018	11/3/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ADV4424798-40	11/3/2018	11/3/2019	EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA4425380	11/3/2018	11/3/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			MFL-004485-0118	1/12/2019	1/12/2020	Professional Liabilit \$ 3,000,000 agg Professional Liabilit \$ 1,000,000 each cla

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Bloomington  
 109 E. Olive Street  
 Bloomington IL 61701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: Community Development and Public Works

SUBJECT: Consideration of (a) an Ordinance approving a budget amendment to reallocate the remaining FY 2019 Harriet Fuller Rust Grant Funds to the Capital Improvement Fund, and (b) a Resolution authorizing a Change Order in the amount of \$25,000 to the FY 2019 Streets, Alley, and Sidewalk Maintenance Contract awarded to McLean County Asphalt, to facilitate brick & restoration work on various City brick streets, and other restoration work, as requested by the Community Development and Public Works Departments.

RECOMMENDATION/MOTION: (1) The Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2019, be approved and the Mayor and Interim City Clerk be authorized to execute the Ordinance; and (2) the Resolution Authorizing a Change Order in the Amount of Approximately \$25,000 to the FY 2019 Street, Alley and Sidewalk Maintenance Contract Awarded to McLean County Asphalt, be approved, and the Mayor and Interim City Clerk be authorized to execute the Resolution.

STRATEGIC PLAN LINK: Goals 1. Financially Sound City Providing Quality Basic Services; 2. Upgrade City Infrastructure and Facilities; 4. Strong Neighborhoods; and 5. Great Places—Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 1d. City services delivered in the most cost effective, efficient manner; 1e. Partnering with others for the most cost effective service delivery; 2a. Better quality roads and sidewalks; 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; and 5b. City decisions consistent with plans and policies.

BACKGROUND: Community Development and Public Works are recommending approval of an ordinance amending the FY 2019 budget to reallocate funds (under authority from the Historic Preservation Commission) from the FY 2019 Harriet Fuller Rust Grants to FY 2019 Street, Alley and Sidewalk Maintenance to repair temporary gravel utility patches and other restoration work, as needed, to various brick streets in the City of Bloomington.

On November 28, 2017, the City Council approved the City of Bloomington Brick Streets Master Plan. The Plan, the product of a six-month public engagement process, which included the Historic Preservation Commission and Planning Commission, recognizes the 3.5 miles of brick streets as a diminishing community asset. The Plan prioritizes preservation and restoration efforts through a ranking system that focuses primarily on the condition of the street and its contributions to Bloomington's social and cultural heritage. Acknowledging the dispersion of remaining brick streets in the city, the Plan's recommendations result in an equitable distribution of resources and provide staff with guidance for reconstruction, restoration and maintenance of brick streets. Section 9.1 of the Plan, "Utility Cuts," recommends using temporary gravel patches, which are later restored with brick, as an



alternative method to concrete patching. Last year, the Preservation Commission recommended that Council allow the unused Rust monies to be reallocated to the preservation of brick streets. With the additional funding, Public Works was able to restore the temporary gravel patches created in 2017 with brick and also restore new utility cuts with brick, avoiding additional concrete and gravel patches. The funding, while minimal, helps prevent further loss of Bloomington's brick streets caused by concrete patches.

The City of Bloomington Historic Preservation Commission has the power and duty, as authorized in Chapter 44 of the City Code, to administer funds through the Finance Director for preservation purposes. The Harriet Fuller Rust Grant is a City program that promotes the restoration of Bloomington's historic downtown by reimbursing property owners for up to fifty percent of facade improvement costs. Applicants may apply for the grant anytime during the fiscal year and must complete the project within one year receiving an award. Funding for the program comes from the City's General Fund. In an effort to further the community's preservation goals and to protect valuable historic resources, the Historic Preservation Commission recommends that the City Council allow the unused funds from the FY 2019 Rust Grant budget (#10015420-79985) to be reallocated and applied as an amendment to the FY 2019 Streets, Alleys and Sidewalk Maintenance Contract (PO# 20190021) to be used for the restoration of gravel patches and removal of concrete patches on the city's brick streets. An Ordinance approving a budget amendment and a Resolution approving a Change Order to the FY 2019 Maintenance contract are required to facilitate this project.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** On March 20, 2019, the Bloomington Historic Preservation Commission passed a Resolution recommending and requesting a budget amendment to reallocate the remaining FY12019 Harriet Fuller Rust Grant fund monies to carry out the restoration of the temporary gravel patches and removal of concrete patches on Bloomington's brick streets.

**FINANCIAL IMPACT:** If approved, the remaining FY 2019 available funds in the Planning-Harriet Fuller Rust Grant account (10015420-79985) will be lowered by \$25,000, the General Fund Transfers-To Capital Improvement account (10019180-89410) raised by \$25,000.00 and a transfer to Capital Improvement Fund processed. The full accounting can be seen on the attached Budget Amendment Exhibit A. As these funds were projected to be used, this results in a net zero effect on projected fund balances and allows additional work to facilitate brick repair of temporary gravel utility patches and other restoration work.

**COMMUNITY DEVELOPMENT IMPACT:** Goal H-2. Reinvestment in the established older neighborhoods and compact development of the City, Objective H-2.2. Preserve historic structures in the Preservation Area; Goal N-2. Improve community identity and appearance by celebrating the unique nature and character of the City's individual neighborhoods.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared By:

Katie Simpson, City Planner  
Michael Hill, Management Analyst

Reviewed By:

Bob Mahrt, Community Development Director  
Kevin Kothe, P.E., City Engineer

Finance & Budgetary Review By:

Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- CD 2B ORDINANCE FY 2019 BUDGET AMENDMENT
- CD 2C EXHIBIT A FY 2019 BUDGET AMENDMENT TABLE
- CD 2D RESOLUTION FY 2019 BRICK STREET PATCHING CHANGE ORDER 04082019
- CD 2E HISTORIC PRESERVATION COMMISSION RESOLUTION FY 2019

ORDINANCE NO. 2019 - \_\_\_\_

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2019

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April 10, 2018.

WHEREAS, a budget amendment is needed as detailed below;

Ordinance approving a budget amendment to reallocate the remaining FY 2019 Harriet Fuller Rust Grant Funds to the Capital Improvement Fund, and (b) a Resolution authorizing a Change Order in the amount of \$25,000 to the FY 2019 Streets, Alley, and Sidewalk Maintenance Contract awarded to McLean County Asphalt, to facilitate brick repair of gravel and concrete patches on various City brick streets, and other restoration work, as requested by the Community Development and Public Works Departments.

NOW THEREFORE BE IT ORDANINED by the City Council of the City of Bloomington, McLean County, Illinois:

Section One: Ordinance Number 2018-23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit A n the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 shall remain in full force and effect, provided that nay budgeted or appropriated amounts which are changed by reason of amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2018-23.

PASSED this 8<sup>th</sup> day of April 2019.

APPROVED this \_\_\_\_ day of April 2019.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Leslie Yocum, Interim City Clerk

Exhibit A  
FY 2019 Budget Amendment

ACCOUNT #	FUND	ACCOUNT DESCRIPTION	AMOUNT	COMMENTS
10015420-79985	General	Harriet Fuller Rust Grant	\$ (25,000.00)	
10019180-89410	General	To Capital Improvements	\$ 25,000.00	
Total Transfer Out from General Fund			\$ -	
40100100-85100	Capital Improvement	From General Fund	\$ (25,000.00)	
40100100-72530	Capital Improvement	Street Construction & Improvements	\$ 25,000.00	
Total Transfer In:			\$ -	
Net Transaction			\$	

RESOLUTION NO. 2019 - \_\_\_\_

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF APPROXIMATELY \$25,000.00 TO THE FY 2019 STREET, ALLEY AND SIDEWALK MAINTANENCE CONTRACT AWARDED TO MCLEAN COUNTY ASPHALD

WHEREAS, the City of Bloomington has previously authorized a contract with McLean County Asphalt for utility maintenance work (FY18 Street, Alley and Sidewalk Maintenance, Bid No. Bid 2018-44, PO # 20190021); and

WHEREAS, the City Council approved the Brick Streets Master Plan in November 2017 which stipulates that all brick streets in the City of Bloomington must be preserved; and,

WHEREAS, the Brick Streets Master Plan allows for gravel or backfill temporary patches that the City will repair, so long as contractors transport brick to the City's brick storage facility; and

WHEREAS, on March 21, 2019, the Bloomington Historic Preservation Commission passed a Resolution recommending and requesting a budget amendment to reallocate the remaining FY 2019 Harriet Fuller Rust Grant fund monies to carry out the restoration of the temporary gravel patches and removal of concrete patches on Bloomington's brick streets; and,

WHEREAS, it is the finding of the City Council that the decision to approve the change order is in the best interest of the City of Bloomington and in furtherance of the existing agreement;

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

That a change order in the amount not to exceed twenty-five thousand dollars and zero cents (\$25,000.00) in the FY 2019 Street, Alley, and Sidewalk Maintenance contract between the City of Bloomington and McLean County Asphalt is hereby approved.

PASSED this 8<sup>th</sup> day of April 2019.

APPROVED this \_\_\_\_ day of April 2019.

CITY OF BLOOMINGTON

ATTEST

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Tari Renner, Mayor

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Leslie Yocum, Interim City Clerk

City of Bloomington Historic Preservation Commission

Resolution # 2018-01-2019-01 <sup>KS</sup>

A RESOLUTION RECOMMENDING THE CITY COUNCIL OF THE CITY OF BLOOMINGTON ADOPT AN ORDINANCE APPROVING A BUDGET AMENDMENT AND PASS A RESOLUTION TO AUTHORIZE A CHANGE ORDER TO FACILITATE THE DEDICATION OF THE REMAINING FY19 HARRIET FULLER RUST GRANT FUNDS, APPROXIMATELY \$25,000.00 TO THE BRICK REPAIR AND RESTORATION OF TEMPORARY GRAVEL UTILITY PATCHES AND CONCRETE PATCHES ON VARIOUS CITY OF BLOOMINGTON BRICK STREETS, AN AMENDMENT TO THE FY2019 STREET, ALLEY AND SIDEWALK MAINTENANCE CONTRACT AWARDED TO MCLEAN COUNTY ASPHALT (BID #2018-44; P.O. 20190021).

WHEREAS, the protection, enhancement, perpetuation and use of improvements of special character or special historical interest or value is a public necessity and required in the health, prosperity, safety and welfare of citizens of the City of Bloomington, Illinois; and,

WHEREAS, the Historic Preservation Commission, a public body consisting of seven (7) mayoral appointed Historic Preservation specialists, has the power and duty to administer through the Office of the Director of Finance on behalf of the City such gifts, grants, and money as may be appropriate for achieving the goals of preservation; and,

WHEREAS, the Historic Preservation Commission administers the Harriet Fuller Rust Grant for downtown Bloomington façade repairs, a grant funded annually through the City General Fund, and received fewer applications during the FY2019 application period, with approximately \$25,000.00 of unused monies remaining in the FY19 Rust Grant Fund (#10015420-79985); and,

WHEREAS, the City's brick streets are of special interest and a significant cultural, social and historic resource in need of preservation, and moreover, on November 28, 2017, the City Council approved the City of Bloomington Brick Streets Master Plan on which guides the maintenance and repair of the City's brick streets; and,

WHEREAS, the Historic Preservation Commission recognizes that a number of brick streets are in dire need of emergency repair to restore temporary gravel patches and concrete patches with brick; and,

WHEREAS, the Bloomington Public Works Department has a Street, Alley and Sidewalk Maintenance Contract, awarded to McLean County Asphalt in the amount of \$200,000, approved on City Council of April 23, 2018 (Bid 2018-44; PO 20190021); and,

WHEREAS, the Bloomington Historic Preservation Commission finds it in the best interest of the City to recommend that the City Council adopt an ordinance approving a budget amendment to redirect the remaining FY19 Harriet Fuller Rust Grant Funds and that Council pass a Resolution to authorize a change order for approximately \$25,000.00 to the FY2019 Street, Alley and Sidewalk Maintenance contract awarded to McLean County Asphalt Inc. (Bid 2018-44) to facilitate the brick repair and restoration of temporary gravel utility patches and concrete patches on various City of Bloomington brick streets.

NOW THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION FOR CITY OF BLOOMINGTON, ILLINOIS:

1. The Bloomington Historic Preservation Commission recommends that the City Council adopt an ordinance approving a budget amendment to redirect the remaining FY19 Harriet Fuller Rust Grant Funds, approximately \$25,000.00., into the appropriate fund account.
2. The Bloomington Historic Preservation Commission recommends that the City Council pass a Resolution to authorize a change order for approximately \$25,000.00, to the FY2019 Street, Alley and Sidewalk Maintenance contract awarded to McLean County Asphalt (Bid 2018-44) to facilitate the brick repair and restoration of temporary gravel utility patches on various City of Bloomington brick streets.

Passed this 21 of March 2019.

Approved this 21 of March 2019.

Historic Preservation Commission

  
Sherry Graehling, Chairperson

Attest:

  
Izzy Mandujano, Secretary



CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: Police and Legal

SUBJECT: Consideration of a Resolution approving the First Amended Rules of the Public Safety & Community Relations Board, as requested by the Police and Legal Departments.

RECOMMENDATION/MOTION: The Resolution be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Residents feeling safe in their homes and neighborhoods.

BACKGROUND: City Code Chapter 35 Article IV establishes a Public Safety & Communications Board ("PSCRB"). The Ordinance requires Board Rules to be adopted and approved by Council. In May, 2018, Board Rules were approved by the City Council.

The First Amended Rules of the Public Safety & Community Relations Board of the City of Bloomington, Illinois would be amended as follows: (added; ~~deleted~~):

Section 3: Officers of Board and Their Duties

The Board shall annually, on the first meeting in ~~February~~ May, elect a Chair and Vice Chair. Board officers shall hold such offices during the ensuing year until their successors are duly elected and qualified. The Chair shall be the presiding officer at all meetings. In the Chair's absence, the Vice Chair shall be the presiding officer. The Chair and Vice Chair shall each serve a term of one (1) year and shall be eligible for re-election; but no member shall serve as Chair or Vice Chair for more than two (2) consecutive years. Code Chapter 2, Section 31. Minutes shall be kept of all meetings of the Board in a permanent record book and the City Clerk shall be the custodian of all the forms, papers, books, and records of the Board.

The Chair, or his/her designee, shall be the liaison to the City Council and shall attend City Council meetings and report to the Board pertinent City Council activity.

The Board is requesting these changes because terms expire in April and new members begin their term in May. When preparing to elect a Chair and Vice-Chair for the upcoming year in February, it was decided that the Board should wait until May so all Board members who would constitute the Board for the upcoming year would be available to be nominated to and vote for Board officer positions.

The Board also wishes to designate the Chair as a liaison to the City Council. In this position, the Chair will attend City Council meetings and report back to the Board on any items that potentially impact it.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Gregory E. Moredock, Legal Department

Finance & Budgetary Review By: Scott Rathbun, Finance Director

Recommended by:



Tim Gleason  
City Manager

Attachments:

- ADMIN 1B RESOLUTION APPROVING AMENDED RULES OF PSCRB
- ADMIN 1C AMENDMENT PSCRB



RESOLUTION NO. 2019 - \_\_\_\_

A RESOLUTION APPROVING THE FIRST AMENDED RULES OF THE PUBLIC SAFETY & COMMUNITY RELATIONS BOARD

WHEREAS, the City of Bloomington (“City”) is a home-rule municipality operating in McLean County, Illinois; and

WHEREAS, City Code Chapter 35 Article IV establishes a Public Safety & Communications Board (“PSCRB”); and

WHEREAS, Code Chapter 35 Article IV Section 78 requires that the PSCRB, in connection with the Legal Department and Police Department, develop a set of rules, procedures and/or bylaws for the transaction of PSCRB Business; and

WHEREAS, the PSCRB has met and developed Board Rules to govern itself which were previously approved by City Council; and

WHEREAS, the PSCRB wishes to amend its Board Rules to provide for a better date on which to select its officers and designate the Chair to act as a liaison between the City Council and Board; and

WHEREAS, the City Council believes it to be in the best interest of the City to approve the Amended Rules to allow for standard procedures to be followed by the PSCRB; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, County of McLean, State of Illinois that:

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

SECTION 2: The City Council hereby approves the Amended Rules of the PSCRB as presented. The PSCRB shall conduct all business in accordance with its Amended Rules and applicable ordinances.

SECTION 3: Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

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

SECTION 5: The City Clerk is hereby authorized to publish this direction in pamphlet form as provided by law.

SECTION 6: This Resolution shall be effective immediately after the date of its publication as required by law.

SECTION 7: This Resolution is passed and approved pursuant to the home rule authority granted in Article VII, Section 6 of the 1970 Illinois Constitution.

ADOPTED this 8<sup>th</sup> day of April 2019.

APPROVED this \_\_\_\_ day of April 2019.

CITY OF BLOOMINGTON

ATTEST

---

Tari Renner, Mayor

---

Leslie Yocum, Interim City Clerk

**FIRST AMENDED RULES OF THE PUBLIC SAFETY & COMMUNITY RELATIONS  
BOARD OF THE CITY OF BLOOMINGTON, ILLINOIS**

WHEREAS, Chapter 35, Article IV, Section 5 of the Bloomington City Code directs the Public Safety & Community Relations Board (hereinafter “PSCRB” or “Board”) to develop Rules, subject to the approval of the Bloomington City Council (the “Council”), for the transaction of PSCRB business;

NOW, THEREFORE, BE IT RESOLVED BY THE PSCRB, that Rules of said Board are adopted, pending approval of the Council, as follows:

**CHAPTER I: ADMINISTRATION**

**Section 1: Source of Authority**

The PSCRB derives its power and authority from Chapter 35, Article IV of the Bloomington City Code (the “Code”).

**Section 2: Members of Board and Their Duties**

The Board shall consist of seven (7) members. Chapter 35, Article IV, Section 2. Members shall conduct themselves at all times in a manner that maintains public confidence in the fairness, impartiality, and integrity of the PSCRB.

All members of the Board shall be responsible for the preservation of all public records in their possession. All public records, reports, correspondence, or other data related to the business of the Board shall be the property of the City; and in the event any member ends their service to the Board for any reason whatsoever, said records shall be turned over to their successor. *See* Code Chapter 2, Section 34.

**(a) Confidentiality of Sensitive Information**

All members shall be required to maintain strict confidentiality of sensitive information. Code Chapter 35, Article IV, Section 76(e). “Sensitive information” includes any actual, identifying information of any particular complainant or officer involved in one or more of the Board’s reviews. *See* Rules Chapter II, Section 1(b).

**(b) Conflicts of Interest**

Members shall recuse themselves from consideration of any complaint(s) where they have—or appear to have—a personal, professional, or financial conflict of interest. Code Chapter 35, Article IV, Section 76(f). Recused members shall leave the meeting location during the discussion of said complaint(s), shall not vote with respect to said complaint(s), and shall otherwise comply with the rule concerning conflicts of interest.

### **(c) Member Removal**

(i) Grounds for removal include, but are not limited to: failure to maintain strict confidentiality of sensitive information, and failure to recuse when required due to conflict(s) of interest. Code Chapter 35, Article IV, Sections 76(e)&(f); *see also* Code Chapter 2, Section 80.

(ii) The procedure for removal (also referred to as “recall” or “termination”) is specified in Code Chapter 2, Section 80.

### **Section 3: Officers of Board and Their Duties**

The Board shall annually, on the first meeting in May, elect a Chair and Vice Chair. Board officers shall hold such offices during the ensuing year until their successors are duly elected and qualified. The Chair shall be the presiding officer at all meetings. In the Chair’s absence, the Vice Chair shall be the presiding officer. The Chair and Vice Chair shall each serve a term of one (1) year and shall be eligible for re-election; but no member shall serve as Chair or Vice Chair for more than two (2) consecutive years. Code Chapter 2, Section 31. Minutes shall be kept of all meetings of the Board in a permanent record book and the City Clerk shall be the custodian of all the forms, papers, books, and records of the Board.

The Chair, or his/her designee, shall be the liaison to the City Council and shall attend City Council meetings and report to the Board pertinent City Council activity.

### **Section 4: Meetings**

#### **(a) Regular Meetings**

Regular meetings shall be held on the second Wednesday of each month at 3:30 PM at the Bloomington Police Department, or other location designated by the Board and shall be open to the public, except as provided in the Open Meetings Act (5 ILCS 120/1 *et seq.*).

#### **(b) Special Meetings**

(i) Special meetings may be called by the filing of a notice in writing with the Chair or Vice Chair of the Board, signed by any three (3) members. This notice shall contain a brief statement of the business to be submitted for the consideration of the Board at such special meeting and shall set forth the time and place of such special meeting.

(ii) Special meetings may also be called by the Chair of the Board and he/she shall designate in a notice to be filed with the Vice Chair of the Board the time and place of the special meeting and the business to be considered at such special meeting.

#### **(c) Quarterly Meetings**

In addition to any other meetings that may be set by the PSCRB, the Board shall conduct quarterly meetings that provide the general public with an opportunity to voice concerns and to

provide recommendations for improving interactions between the Police Department and the community at a location to be determined by the Board. Code Chapter 35, Article IV, Section 80(a).

#### **(d) Notices for All Meetings**

Notices for all meetings shall comply with the requirements of the Open Meetings Act. Notice of special meetings shall be given in writing at least forty-eight (48) hours in advance of the meeting.

#### **Section 5: Quorum**

Four (4) members of the Board shall constitute a quorum for the conduct of all business.

#### **Section 6: Order of Business**

The order of business at any meeting shall be: (1) Call to Order; (2) Roll Call of Attendance; (3) Public Comment; (4) Unfinished Business; (5) New Business; (6) Staff's Reports and Discussion; (7) Members' Discussion; and (8) Adjournment.

Public Comment shall proceed as outlined in Code Chapter 2, Section 85. However, nothing within this section shall limit the ability of the Board, by majority vote, to extend the period for public comment or to modify the format of public comment at any given meeting.

#### **Section 7: Parliamentary Rules**

The parliamentary procedure described in "Robert's Rules of Order" (revised) shall be followed as far as applicable.

#### **Section 8: Computation of Time**

The time within which any act under these Rules is to be done shall be computed by excluding the first day and including the last, unless the last day is Saturday or Sunday or is a holiday as defined or fixed in any statute now or hereafter in force in this State, and then it shall also be excluded. If the day succeeding such Saturday, Sunday or holiday is also a holiday or a Saturday or Sunday then such succeeding day shall also be excluded.

#### **Section 9: Amendment of Rules**

Amendments to these Rules may be made at any meeting of the Board. However, any such amendments will not be effective until reviewed and approved by the Council. See Code Chapter 35, Article IV, Section 78.

## **CHAPTER II: REVIEW AND RECOMMENDATION PROCEDURES**

### **Section 1: Requests for Review**

If a complainant is not satisfied with a determination of the Police Chief at the conclusion of an internal investigation, the complainant may make a request for review by the PSCRB within thirty (30) days from the date of receipt of the notice of the Police Department's findings. Code Chapter 35, Article IV, Section 79. Such requests for review shall be made in writing and shall be filed with the Police Department, the Legal Department, or the PSCRB itself at any meeting.

#### **(a) Intake**

Upon receipt of any request for review, the receiving entity (Police Department, Legal Department, or PSCRB) will forward said request to the Board's designated City staff member(s), who will assign the request a case number (ex: 2018-R-1). City staff will notify the complainant, subject officer(s), and the Police Chief or his designee of said case number. Further, City staff will maintain a registry of all requests for review received.

#### **(b) Review Materials**

After assigning a case number for each request, City staff will begin gathering any and all materials needed for the Board's review. The PSCRB shall have access to any documents either provided voluntarily by the complainant or that are otherwise subject to release under the Freedom of Information Act. Code Chapter 35, Article IV, Section 79.

To facilitate the Board's purposes, such as "identifying perceived deficiencies in police-community interactions" and "providing fair treatment to and protecting the rights of civilians and police officers," and in order to allow for open and honest discussion of the facts of each case, all such materials will be redacted so as not to identify the complainant or the subject officer(s). Code Chapter 35, Article IV, Section 74. For each assigned case number, the complainant will be listed and/or referred to as "Complainant;" and the subject officer(s) will be listed and/or referred to as "Officer A," "Officer B," etc. as appropriate.

Notwithstanding the above, if a Board Member believes he/she may have a conflict of interest based on the facts of a particular case, said Member shall inquire with City staff to confirm the presence or absence of a conflict.

#### **(c) Review Process**

The PSCRB's review is limited to whether proper protocols were followed during the Police Department's investigation of a particular complaint. Code Chapter 35, Article IV, Section 79. Nothing in the enacting ordinance entitles the PSCRB "to compel any testimony or conduct a formal re-investigation." *Id.* Given the specified scope of the Board's review, the process for such review shall be as follows:

(i) At each Regular Meeting of the Board, Members will be provided all completed, compiled materials for any review case(s) received since the Board's last meeting.

(ii) Board Members will individually review the compiled materials for each case before the next Regular Meeting. Members shall not have ex parte communications with any third party regarding any case(s) being reviewed.

(iii) Such individually reviewed cases will then be placed on the agenda for the Board's next Regular Meeting.

(iv) Unless the Board determines otherwise, such cases will be fully discussed and/or resolved at said meeting.

(v) Upon completion of each case review, the Board may choose to make—or not make—recommendations regarding policy changes to the Police Chief and/or the City Manager. Further, the Board may also defer its recommendation(s) until more cases can be considered with respect to particular policies.

## **Section 2: Board Recommendations**

The PSCRB may recommend certain policy changes based on its review(s) to the Police Chief and/or the City Manager. Code Chapter 35, Article IV, Section 79. However, “no action of the PSCRB shall constitute or be considered as evidence of either wrongdoing or vindication in any action, including in any other criminal or civil court proceeding, or in any arbitration proceeding.” *Id.* Further, nothing in these Rules “shall constitute a bar to disciplinary action against a police officer, by the Police Chief, based on the Police Department’s own investigation of an officer’s conduct.” *Id.*

### **(a) Case Recommendations**

Upon completion of each case review, the Board may choose to make—or not make—recommendations regarding policy changes to the Police Chief and/or the City Manager. Further, the Board may also defer its recommendation(s) until more cases can be considered with respect to particular policies. Board recommendations shall be made in writing and shall reference the specific case number(s) to which they pertain.

### **(b) Community Outreach Recommendations**

In addition to the cases it reviews, the Board may make recommendations to the Police Chief and/or the City Manager based upon the Board’s community outreach efforts and its ongoing dialogue with City residents. *See* Code Chapter 35, Article IV, Section 81(a).

Submitted to the Council this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Arthur E. [Signature], Chair

[Signature], Vice-Chair

[Signature], Member

Robert B. [Signature], Member

[Signature] Woodruff, Member

Sally L. [Signature], Member

W. A. [Signature], Member

Approved by the Council this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.





CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: Public Works

**SUBJECT:** Consideration of a Resolution Waiving the Technical Bidding Requirements and approving the purchase of two (2) Variable Frequency Drives and two (2) 400-amp Breakers, to upgrade pumping processes at the Fort Jesse “A” Pump Station, in the amount of \$61,300, as requested by the Public Works Department.

**RECOMMENDATION/MOTION:** The Resolution Waiving the Technical Bidding Requirements and approving the Purchase of Square D Equipment for Springfield Electric Company be approved, the Mayor and Interim City Clerk be authorized to execute the Resolution.

**STRATEGIC PLAN LINK:** Goals 2. Upgrade City Infrastructure and Facilities and 5. Great Place - Livable, Sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objectives 2b. Quality water for the long term; 5a. Well-planned City with necessary services and infrastructure; 5b. City decisions consistent with plans and policies; and 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans.

**BACKGROUND:** Public Works is recommending a resolution waiving the technical bidding requirements in order to purchase two (2) Variable Frequency Drives (VFDs) and two (2) 400-amp breakers, in the amount of \$61,300, in order to upgrade current pumping processes at the Fort Jesse “A” Pump Station. The City has been pre-approved for the Ameren Illinois Energy Efficiency Business Incentive program (details below), which could reimburse the City up to \$56,396 for these purchases, resulting in a net expenditure of \$4,904.

Public Works utilizes multiple VFDs to run water operations, most of which are the Square D brand sold exclusively by Springfield Electric in this area. In an effort to stay consistent, use equipment that will cause the least interruption, and minimize additional staff training on operation and maintenance; Public Works is recommending the installation of Square D VFDs at Fort Jesse pump station “A”. At this time, this station has four (4) 200-horsepower motors. These motors help supply water to the City of Bloomington and the Hamilton Road water tank. When in use, these motors operate at a fixed, 100-percent speed. The two (2) new VFDs will allow the existing motors to be adjusted in speed to match pressure requirements anywhere from 80 to 100 percent, depending on system demand, which will help reduce power costs by allowing the Department to run the system more effective and efficiently. The two (2) new 400-amp breakers that will help protect the VFDs from power surges.



*Location of Fort Jesse pump station "A"*

Pending council approval, the Hamilton Road water tank will be taken out of service for structural repairs and upgrades in FY 2020. During this several-month project, the VFDs will help to match system demand throughout the city, which will minimize the potential for over pressurizing the system and minimize the possibility of causing major main breaks during this time. The project could not be completed without these VFDs.

Public Works staff submitted this project to Ameren Illinois Energy Efficiency Business Incentive program. This program helps fund energy-efficient projects. As of March 19, 2019 Ameren has pre-approved and reserved a \$56,396 incentive for the City. After the project is completed, Ameren will perform a site verification to ensure the VFDs and breakers have been installed and are operating. Once Ameren performs the site verification and determines that all guidelines have been met, they will issue an incentive check for up to \$56,396 resulting in a net cost to the City of \$4,904.

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

**FINANCIAL IMPACT:** If approved, available funds of \$61,300 will be transferred from the Water Transmission & Distribution - Repair and Maintenance Equipment account (50100120-70540) to the Water Transmission & Distribution - Capital Outlay Equipment Other than Office account (50100120-72140). Stakeholders can locate information related to these accounts in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 122 and 123.

**COMMUNITY DEVELOPMENT IMPACT:** Goal NE-4. Increase cooperation and coordination among governments, nonprofits and businesses across the region to address shared environmental issues, Objective NE-4.2 Continue to participate in regional efforts to establish a sustainable and responsible water supply; Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, UEW-1.3 Work cooperatively with other public and private utility service providers operating in the City to address mutual concerns and needs, UEW-1.6 Continue to participate in regional efforts to establish a sustainable and responsible water supply.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A**

Respectfully submitted for Council consideration.

Prepared By: Aaron Kinder, Supt. of Mechanical Maint.  
Michael Hill, Management Analyst

Reviewed By: Kevin Kothe, P.E., City Engineer

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- PW 1B RESOLUTION FT JESSE PUMP STATION A 04082019
- PW 1C VFD QUOTE FT JESSE PUMP STATION A 04082019
- PW 1D BREAKER QUOTE FT JESSE PUMP STATION A 04082019
- PW 1E LIMITED SOURCE LETTERS FT JESSE PUMP STATION A 04082019
- PW 1F PRE-APPROVAL LETTER FT JESSE PUMP STATION A 04082019

RESOLUTION NO. 2019 - \_\_

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF SQUARE D EQUIPMENT FOR SPRINGFIELD ELECTRIC SUPPLY COMPANY

WHEREAS, the City desires to purchase Square D equipment which will allow the Public Work Department to run the system more effective and efficient while reducing the potential for system damage when the Hamilton road tank is out of service; and

WHEREAS, City staff from the Public Works Department identified top providers that Squared D equipment will cause the least amount of interruption, and minimize additional staff training on operation and maintenance ; and

WHEREAS, City staff requests the formal bidding process be waived and the City Manager, or designated representatives, be authorized to issue a Purchase order to Springfield Electric Supply Company for the Square D Equipment.

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

That the recitals set forth above are incorporated herein, the formal bidding requirements waived, and City Manager, or designated representatives, are authorized to purchase and secure the Square D equipment in the amount of \$61,300.00, and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this 8<sup>th</sup> day of April 2019.

APPROVED this \_\_\_ day of April 2019.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Leslie Yocum, Interim City Clerk

**Prepared By:**  
Brian Schmitgall  
SPRINGFIELD ELECTRIC SUP CO  
902 Four Seasons Rd  
Bloomington, IL  
schmitgall@springfielelectric.com  
D: 3096635335

**Proposal Name:** City Water Department AFE Drives

**Quote Name:** City Water Department AFE Drives

**Proposal Number:** P-190219-728801

**Quote Number:** Q-773811

**Quote Date:** February 19, 2019

**Through Addenda Number:** 0

**Sales Representative:**

**Conditions of Sale**

*This Quotation is subject to Coordinated Project Terms. See <https://www.schneider-electric.us/en/download/document/0100PL0043>*

**Clarifications and Exceptions**

DOES NOT INCLUDE START UP OR EXTENDED WARRANTY

**Pricing**

Total DISTRIBUTOR SELL PRICE	\$47,500.00
Total Warranty	\$0.00
Total FOB	\$0.00
Quote Total US DOLLARS	<u>\$47,500.00</u>





Seq #	Qty	Product Description
1	2	<p><b>Designation : 250HP</b>  <b>Product Details:</b>                      2-ATV680C16T4N2ANWBAN-Altivar 680                      ATV680C16T4N2ANWBAN                      Designation: 250HP                      Main circuit breaker disconnect                      100k AIC rated                      Selected for 460 Vac 3 phase motor                      250 Horsepower                      Sized for Normal duty.                      Drive controller rated for 302 Max. Output                      Amps                      Type 12 Enclosure                      UL508A Label                      RAL7035 (Gray)                      Power Circuit W: Drive combination package                      Control options:                      Hand-Off-Auto selector switch                      Start/Stop push buttons                      Speed Potentiometer                      Pilot light options:                      Auto pilot light (yellow)                      Power on pilot light (red)                      Run pilot light (green)                      Trip pilot light (yellow)                      Auxiliary contacts:                      1 NO/NC run contact                      1 NO/NC trip contact                      1 NO auto mode contact</p> <p><b>Estimated days to ship, excluding transit:</b> 40 working days after customer release to manufacturer. See Conditions of Sale.</p>



902 FOUR SEASONS ROAD  
 BLOOMINGTON, IL 61701  
 309-663-5331 Fax 309-662-4099

# Quotation

QUOTE DATE	QUOTE NUMBER
02/26/19	S6010218
ORDER TO: 02 SPRINGFIELD ELECTRIC SUPPLY 902 FOUR SEASONS ROAD BLOOMINGTON, IL 61701 309-663-5331 Fax 309-662-4099	PAGE NO.  1

QUOTE TO:  
 CITY OF BLOOMINGTON  
 SUPER OF ACCT FIN OFFICE  
 109 E OLIVE  
 BLOOMINGTON, IL 61701-5217

SHIP TO:  
 CITY OF BLOOMINGTON  
 SUPER OF ACCT FIN OFFICE  
 109 E OLIVE  
 BLOOMINGTON, IL 61701-5217

ORDERED BY	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
Aaron			MICHAEL MEREDITH	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
MICHAEL MEREDITH	BID	NET 30th Prox	02/26/19	No
ORDER QTY	DESCRIPTION	Unit Prc	Net	
2ea	SQD 400A Model 4 Feeder Bucket Bucket Height 30" This will be supplied as a cable on rather than a stab on type bucket. Cable and lugs will be provided for direct cable to the horizontal bus in the MCC structure. Customer is responsible for installation.  TAXES NOT INCLUDED	6900.000/ea	13800.0000	

**\* This is a quotation \***

Unless otherwise specified, all prices are subject to change without notice. Prices do not include applicable taxes. Springfield Electric Supply Co. standard terms and conditions apply as posted at [www.springfieldelectric.com/terms](http://www.springfieldelectric.com/terms)

Subtotal	13800.00
S&H CHGS	0.00
<b>Amount Due</b>	<b>13800.00</b>



902 Four Seasons Road  
Bloomington, IL 61701-1285  
Phone 309.663.5331  
[www.springfieldelectric.com](http://www.springfieldelectric.com)

March 22, 2019

Mr. Aaron Kinder  
Superintendent of Mechanical Maintenance  
Water Department  
603 W. Division  
Bloomington, IL 61701

RE: SQUARE D Representation

Dear Aaron:

Thank you for your recent opportunities to provide you with various Schneider Electric solutions. You have received various proposals from us of late and we are eager to learn how we may assist further.

We appreciate the interest and loyalty in turning to us for these potential solutions. As a reminder, Springfield Electric remains the only SQD authorized local electrical distributor in your immediate area, and we are certainly pleased with your continuing desire to utilize their products within your facilities.

Thank you for this opportunity, and we look forward to continuing to supply you with these quality products from SQD, and more importantly, the service and support you've come to expect from Springfield Electric.

Regards,

A handwritten signature in black ink that reads 'DAVE' with a horizontal line underneath.

Dave Endsley  
Springfield Electric  
Branch Manager, Bloomington



3/19/2019

Re: Ameren Illinois Energy Efficiency Business Program Pre-Approval Letter:  
City of Bloomington - Ft Jesse Rd - [1513 Fort Jesse Rd, Normal, IL 61761](#)

VFD - Variable Frequency Drives - Project Number: 1900471

Dear Aaron Kinder,

We have completed our review of your Ameren Illinois Energy Efficiency Incentive Application dated 2/27/2019. Your application has been pre-approved and incentive monies in the amount of \$56,396.00 have been reserved for your project. \* **Immediately after receiving this letter, please sign below then fax (309.677.7950) or email [IllinoisBusinessProjects@ameren.com](mailto:IllinoisBusinessProjects@ameren.com) a copy for verification of these terms.**

Following the completion of your project, please submit your project completion paperwork via email or regular mail. Project completion paperwork should include completion forms and copies of invoices showing the date of purchase with model/part numbers of equipment installed. If there is a scope change, please contact us. The incentive listed will be the maximum amount unless a revised pre-approval amount is obtained in writing prior to additional purchases.

This paperwork is due within 30 days of your completion, which is currently listed as 7/25/2019. **The funds have only been reserved up until this completion date.** If your project has special circumstances that will require a longer completion schedule, please contact us immediately at the phone number below. **You must receive written confirmation from Ameren Illinois Energy Efficiency personnel in order to have funds extended beyond this date.**

Any equipment that requires an electrical connection for this project **must** be either installed by an employee of City of Bloomington - Ft Jesse Rd **or** by an entity certified by the Illinois Commerce Commission (ICC) as a Certified Energy Efficiency Measures Installer. (Electrical connections using Class 2 circuits as described in the NEC are not included in this requirement.) Certification can take place after installation, but incentives cannot be paid until the installer is listed on the ICC website (<https://www.icc.illinois.gov/utility/default.aspx?type=28>) and must take place within 90 days of project completion.

Good news! Program Year 19 applications are eligible for an Early Completion Bonus. If your estimated completion date is prior to 9/30/2019, the bonus has been added to your pre-approved incentive amount. Please visit <http://www.amerenillinoisavings.com/bonus> for details and requirements. If the project does not complete within the time frame specified, then the bonus will be reduced or removed.

It's important to note that if you have made any financial obligations to the energy efficiency portion of your project prior to receiving this pre-approval from the Ameren Illinois Energy Efficiency Program, your project is no longer eligible for incentive funding. Refer to the guidelines in the application for any incentive caps based upon project cost.


Thank you for your participation in the Ameren Illinois Energy Efficiency Program. If you have any questions, please contact us at 1.866.800.0747 or [IllinoisBusinessProjects@ameren.com](mailto:IllinoisBusinessProjects@ameren.com).

Sincerely,

**Leidos, An Ameren Illinois Energy Efficiency Program Contractor**

\* The incentive amount indicated above reflects base incentives plus any applicable bonuses or coupons. Bonuses will be removed if bonus guidelines are not followed. If a bonus was expected and not included, please let us know as bonuses will not be added at a later date.

Customer Printed Name AARON KINDER

Customer Signature  \_\_\_\_\_

Date: 3-20-19





CONSENT AGENDA ITEM NO. 7N

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: City Clerk

**SUBJECT:** Consideration of the application of All-In Hospitality Group, LLC d/b/a Ancho & Agave, requesting a Class RAS (Restaurant/All Types/Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department.

**RECOMMENDATION/MOTION:** The application of All-In Hospitality Group, LLC d/b/a Ancho & Agave be approved, and the license be issued.

**STRATEGIC PLAN LINK:** Goal 5. Great place - livable, sustainable City

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

**BACKGROUND:** The Bloomington Liquor Commission met on March 12, 2019, to consider the application of All-In Hospitality Group, LLC d/b/a Ancho & Agave, requesting a Class RAS (Restaurant/All Types/Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

Present were Commissioners Tari Renner and Jim Jordan; Staff present were George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Ashley Lara, Legislative Assistant.

Todd Hovenden and Ken Davenport, Representatives of All-In Hospitality Group, LLC d/b/a Ancho & Agave, were sworn in by the Clerk to provide testimony.

Mr. Hovenden stated that the restaurant is expected to open in early May. There are no concerns from police.

Mr. Boyle asked how the sale of liquor fits into the business plan. Mr. Hovenden stated there will be a full sit down restaurant and patio and he anticipates liquor sales to be about 20% of overall sales.

Commissioner Jordan made the motion for approval, which was seconded by Commissioner Renner.

Ayes: Commissioners Jordan and Renner.

Nays: None.

Motion Carried.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** In accordance with City Code, on March 2, 2019, public notice was published in the Pantagraph. Approximately 5 courtesy copies of the Public Notice were mailed to neighboring properties for All-In Hospitality Group, LLC d/b/a Ancho & Agave. The Agenda for the March 12, 2019 meeting of the Liquor Commission was placed on the City's website.

**FINANCIAL IMPACT:** The current annual license fee for a Class RAS liquor license is \$2,950, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 119.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared By: Ashley Lara, Legislative Assistant

Reviewed By: Leslie Yocum, Interim City Clerk

Finance Review By: Chris Tomerlin, Budget Manager

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

Attachments:

- CLK 1B APPLICATION ANCHO & AGAVE - CREATION RAS

OFFICE USE ONLY

Submittal Date: 02.22.19  
Renewal Type (A, SA, Q): A  
Business ID: \_\_\_\_\_ Class: RAS  
Staff Initials: alara



Emergency Call-In Listing

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARLY AND COMPLETELY.

Individual/Partnership/Corporation/LLC: ALL-IN HOSPITALITY GROUP, LLC  
Doing Business As (D/B/A): ANCHO & AGAVE  
Business Address: 3006 EAST EMPIRE ST  
City/State: BLOOMINGTON, IL  
Zip Code: 61704  
Business Phone Number: 309-445-6611  
Business Email Address: \*thovenden@biaggis.com

↳ good email for all billing

Please list those responsible for **License Renewals** and **Building Security** for the above establishment. Also, list the **Building Owner** information. *At least one person must live within McLean County.*

License Renewals

Name: TODD HOVENDEN Phone Number: [REDACTED]  
Address: [REDACTED] City/State: [REDACTED] Zip Code: [REDACTED]  
Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Building Security

Name: SAME Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Building Owner Name: BLUE STORM I, LLC Phone Number: [REDACTED]  
Address: [REDACTED]



## Liquor License Application Questionnaire

### TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57, revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

### LEGAL REQUIREMENTS: *(Please Circle)*

<input checked="" type="checkbox"/> Y / <input type="checkbox"/> N	Have you attained the age of 21 years?	Y / <input checked="" type="checkbox"/> N	Have you ever had a Bloomington liquor license revoked for any cause?
<input checked="" type="checkbox"/> Y / <input type="checkbox"/> N	Have you been a resident of the City of Bloomington for one year?	Y / <input checked="" type="checkbox"/> N	Are you eligible for a state retail liquor dealer's license?
<input checked="" type="checkbox"/> Y / <input type="checkbox"/> N	Are you a citizen of the United States?	Y / <input checked="" type="checkbox"/> N	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?
<input checked="" type="checkbox"/> Y / <input type="checkbox"/> N	Are you a person of good character and reputation?	Y / <input checked="" type="checkbox"/> N	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor?
<input checked="" type="checkbox"/> Y / <input type="checkbox"/> N	Do you own or have a valid lease to the premises for which the license is sought?	Y / <input checked="" type="checkbox"/> N	Have you ever been convicted of a felony under the laws of the United States or any state?
Y / <input checked="" type="checkbox"/> N	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	Y / <input checked="" type="checkbox"/> N	Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? <i>(If applicant is a corporation)</i>
Y / <input checked="" type="checkbox"/> N	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	Y / <input checked="" type="checkbox"/> N	Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children?





**NATURE OF LICENSE:**

1. What class liquor license are you seeking? (Please read descriptions below) RA, W, S

<i>TYPE</i>	<i>DESCRIPTION</i>
<i>CA</i>	Clubs – All Types of Liquor
<i>CB</i>	Clubs – Beer and Wine Only
<i>EA</i>	Entertainment/Recreational Sports Venue – All Types of Liquor
<i>EB</i>	Entertainment/Recreational Sports Venue – Beer and Wine Only
<i>GPA</i>	Convenience Store – All Types of Liquor
<i>GPB</i>	Convenience Store – Beer and Wine Only
<i>PA</i>	Package Sales – All Types of Liquor
<i>PB</i>	Package Sales – Beer and Wine Only
<i>RAP</i>	Restaurant & Package Sales – All Types of Liquor
<i>RA</i>	Restaurant – All Types of Liquor
<i>RB</i>	Restaurant – Beer and Wine Only
<i>TAP</i>	Tavern & Package Sales – All Types of Liquor
<i>TA</i>	Tavern – All Types of Liquor
<i>TB</i>	Tavern – Beer and Wine Only
<i>W</i>	Catering – Beer and Wine Only (SALE OF ALCOHOL NOT PERMITTED)
<i>S</i>	Sunday Sales

2. What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) FULL SERVICE RESTAURANT

3. State the significance of a liquor license to your establishment, present or future: CRITICAL AS A FULL SERVICE RESTAURANT

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? INCREASE DINING OPTIONS FOR RESIDENTS AND TAX REVENUE FOR THE CITY.

5. Upon what facts do you base your answers to the previous question? OWNING AND OPERATING BIAGGI'S FOR PAST 20 YEARS

6. Do you intend to furnish live entertainment in the establishment to be licensed? (Please Circle) Y /  N



a. If you answered "YES" to the previous question, state the nature of such entertainment: \_\_\_\_\_

7. Will most of the establishment's gross revenue come from sources other than sale of alcohol? (Please Circle)  Y  N

a. If you answered "YES" to the previous question, from what sources will such revenue be derived? FOOD

8. Do you intend to obtain an additional license for any of the following (please circle):

Y /  N Public Dancing\*

Y /  N Tobacco\*

Y /  N Amusement\* (If yes, which type: \_\_\_\_\_)

Y /  N Miscellaneous\* (If yes, which type: \_\_\_\_\_)

\*ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION PER LICENSE TYPE.

**AMUSEMENT**

Type	Description
<i>Auto Amusement Devices</i>	Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description.
<i>Musical Devices</i>	A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece.
<i>Theatre</i>	Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made.

**MISCELLANEOUS**

Type	Description
<i>Sidewalk Cafe</i>	The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas.
<i>Video Gaming</i>	Currently Not Available; See City Code Chapter 7 Article XIII





**IMPACT OF ESTABLISHMENT:**

1. State the location of your establishment:

Address: 3006 E EMPIRE ST City/State: BLOOMINGTON, IL Zip Code: 61704

2. What hours will the establishment be open?

Monday: 11AM-10PM Tuesday: 11AM - 10PM Wednesday: 11AM - 10PM

Thursday: 11AM - 10PM Friday: 11AM - 11PM Saturday: 11AM - 11PM Sunday: 10AM - 9PM

3. What type or types of building(s) adjoin the establishment? NONE ADJOINED

a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? N/A

b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? N/A

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): AIRPORT ROAD AND EAST EMPIRE ST; BOTH ARE TWO WAY

5. How much additional traffic do you expect the establishment with a liquor license to generate? less than 5%

6. Describe on and off street parking facilities to handle traffic anticipated: APPLICANT HAS SUFFICIENT PARKING FOR EMPLOYEES & GUESTS

7. How many establishments with liquor licenses are located within the immediate area of your establishment? NEW BIAGGI'S LOCATION WILL BE NEXT DOOR

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? \$3,000,000 PER YEAR IN GROSS SALES



a. Upon what facts do you base your answer to the previous question? DEVELOPMENT OF NUMEROUS BIAGGI'S

**RESPONSIBILITY:**

- 1. If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year.
- 2. If establishment *is not presently in operation*, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).
- 3. Do you now or have you ever had a Bloomington liquor license? Yes  No 
  - a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? \_\_\_\_\_

DATED this 22 day of FEBRUARY, 20 19.

**SIGNED:**

TODD HOVENDEN

[Redacted Signature]

Signature

FOUNDER/TAX MANAGING PARTNER

Title

[Redacted Address]

City/State/Zip Code

Printed Name

Signature

Title

Address

City/State/Zip Code



## Application for the Sale of Alcoholic Beverages

This application is being submitted as:

A New Application  Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS RA LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is (Check One):

an Individual  a Partnership  LCC  a Corporation

A. If an **Individual**:

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes  No

B. If a **Partnership**:

Following are the names of all partners who are entitled to share in any profit of the business:

Name: TODD HOVENDEN Age: 53

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

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes  No

Name: BIAGGI'S RISTORANTE ITALIANO, LLC Age: \_\_\_\_\_

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

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes  No

NO OTHER PARTNERS OWN MORE THAN 10%



C. If a Corporation:

Date of Incorporation: 2018 (LLC)

State whether same is organized for profit [checked] or nonprofit [ ], under laws of the State of DELAWARE

(Attach objects of Incorporation according to the Charter of Corporation.)

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address:

Name: TODD HOVENDEN Title: TAX MANAGING PARTNER

Address: [Redacted]

Name: Title:

Address: City/State/Zip Code:

Name: Title:

Address: City/State/Zip Code:

Name: Title:

Address: City/State/Zip Code:

3. Location and description of the premises or place of business to be operated under this license: FULL SERVICE TEX/MEX RESTAURANT LOCATED AT 3006 E EMPIRE ST, BLOOMINGTON, IL 61704

a. Trade Name: ANCHO & AGAVE

Please answer the following questions by circling Y (yes) or N (no).

Y/N Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y/N Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?



Y  N

Is it proposed to sell food in this place of business?

Y /  N

Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?

Y /  N

Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? **If yes, fully explain:** \_\_\_\_\_

Y /  N

Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? **If yes, give further details:** \_\_\_\_\_

Y /  N

Has a similar application ever been refused for cause that has been made by any of the foregoing persons?

Y /  N

Is the applicant herein, the owner of the premises for which this license is sought? **If no, the information of the building owner:**

Name: BLUE STORM I, LLC Term of Lease: 2019 to 2029

Address: [REDACTED]

Y /  N

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 1960 in connection with the proposed sale of alcoholic beverages?

Please take this time to provide any additional information you would like to include with your application: \_\_\_\_\_

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





Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

DATED this 20 day of FEBRUARY, 2019

**A. Individual**

---

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

**B. Partnership**

ALL-IN HOSPITALITY GROUP, LLC ; DBA ANCHO & AGAVE

Business No. \_\_\_\_\_

TODD HOVENDEN \_\_\_\_\_

Printed Name of Partner \_\_\_\_\_ Signature of Partner \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Partner \_\_\_\_\_ Signature of Partner \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Partner \_\_\_\_\_ Signature of Partner \_\_\_\_\_

**C. Corporation**

\_\_\_\_\_  
Corporate Name \_\_\_\_\_

\_\_\_\_\_  
President of Company (Print Name) \_\_\_\_\_ President of Company (Signature) \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary \_\_\_\_\_

**And the following officers, directors or majority stockholders:**

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



NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS )
) SS
COUNTY OF MCLEAN )

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 22nd day of February, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Diane Sue Heitz
Notary Public

My Commission Expires: 6/15/2020





## Application for the Sunday Sale of Alcoholic Beverages

This application is being submitted as:

A New Application     Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

### ALL-IN HOSPITALITY GROUP, LLC

NAME OF APPLICANT

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS RA LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
  - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
  - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
  - (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
  - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.





DATED this 22 day of FEBRUARY, 20 19

**A. Individual**

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Signature

**B. Partnership**

ALL-IN HOSPITALITY GROUP, LLC

Business Name

TODD HOVENDEN

Printed Name of Partner

\_\_\_\_\_

Signature of Partner

\_\_\_\_\_

Printed Name of Partner

Signature of Partner

\_\_\_\_\_

Printed Name of Partner

Signature of Partner

**C. Corporation**

\_\_\_\_\_

Corporate Name

\_\_\_\_\_

President of Company (Print Name)

\_\_\_\_\_

President of Company (Signature)

ATTEST:

\_\_\_\_\_

Secretary

And the following officers, directors or majority stockholders:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS )
) SS
COUNTY OF MCLEAN )

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 22nd day of February, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Diane Sue Heitz
Notary Public

My Commission Expires: 6/15/2020





**Bloomington / Normal  
Food & Beverage Tax  
Registration Form**

**Illinois Business Tax (IBT) #** [REDACTED]

**Date Business started at this location (Month\Day\Year):**

**Describe your type of Business:** FULL SERVICE RESTAURANT

**DBA Business Name:** ANCHO AND AGAVE

**Address:** 3006 E EMPIRE ST., BLOOMINGTON, IL 61704

**Contact:** TODD HOVENDEN

**Phone:** [REDACTED] **Fax:** [REDACTED]

**Email:** [REDACTED]

**Owner/Corporate Name:** ALL-IN HOSPITALITY GROUP, LLC  
(if different from above)

**Address:** [REDACTED]

**Contact:** TODD HOVENDEN

**Phone:** [REDACTED] **Fax:** [REDACTED]

**Email:** [REDACTED]

Please check here to have all correspondence mailed to corporate address instead of the physical address.

Type of Organization:

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> LLC
<input type="checkbox"/> Other _____	

▶ **Mail, Drop Off, Fax, or Email to:**      **Address:** City Hall  
Finance Department  
Room 207  
109 E. Olive Street  
Bloomington, IL 61702

**Fax:** 309-434-2463  
**Email:** finance@cityblm.org  
**Phone:** 309-434-2233

▶ Under penalties as provided by law, I declare that to the best of my knowledge and belief, the [REDACTED] is true and complete.

[REDACTED] \_\_\_\_\_ 02/22/2019  
Date

**TODD HOVENDEN, TAX MANAGING PARTNER**  
*Print Name and Title*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Horton Group 10320 Orland Parkway Orland Park IL 60467	<b>CONTACT NAME:</b> Servicing Team <b>PHONE (A/C, No., Ext):</b> 708-845-3917 <b>E-MAIL ADDRESS:</b> certificates@thehortongroup.com	<b>FAX (A/C, No.):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> All-In Hospitality Group, LLC dba Ancho & Agave 1705 Clearwater Avenue Bloomington IL 61704	<b>INSURER A:</b> AMCO Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 19100

**COVERAGES**

CERTIFICATE NUMBER

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				2/21/2019	2/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y / <input type="checkbox"/> N / A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability				2/21/2019	2/21/2020	Per Occurrence Aggregate 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Bloomington  
 109 E. Olive St.  
 Bloomington IL 61701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bond [REDACTED]

**LICENSE OR PERMIT BOND**

KNOW ALL BY THESE PRESENTS, That we, ALL-IN HOSPITALITY GROUP, LLC DBA ANCHO & AGAVE  
\_\_\_\_\_ as Principal, of

3303 Galena Rd  
\_\_\_\_\_,  
(Street and Number)

Bloomington, ILLINOIS and the The Ohio Casualty Insurance Company  
(City) (State)

\_\_\_\_\_, a New Hampshire corporation, as Surety, are held and firmly  
bound unto CITY OF BLOOMINGTON

\_\_\_\_\_, as Obligee, in the sum of

Two Thousand Dollars And Zero Cents

(\$2,000.00) for which sum, well and truly to be paid, we bind ourselves,  
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 21st day of February, 2019.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be  
granted a license or permit to do business as Liquor License  
\_\_\_\_\_ by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in  
conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

**PROVIDED, HOWEVER:**

- This bond shall continue in force:
  - Until 21st day of February, 2020, or until the date of expiration of any Continuation  
Certificate executed by the Surety
  - OR
  - Until canceled as herein provided.
- This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than  
thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

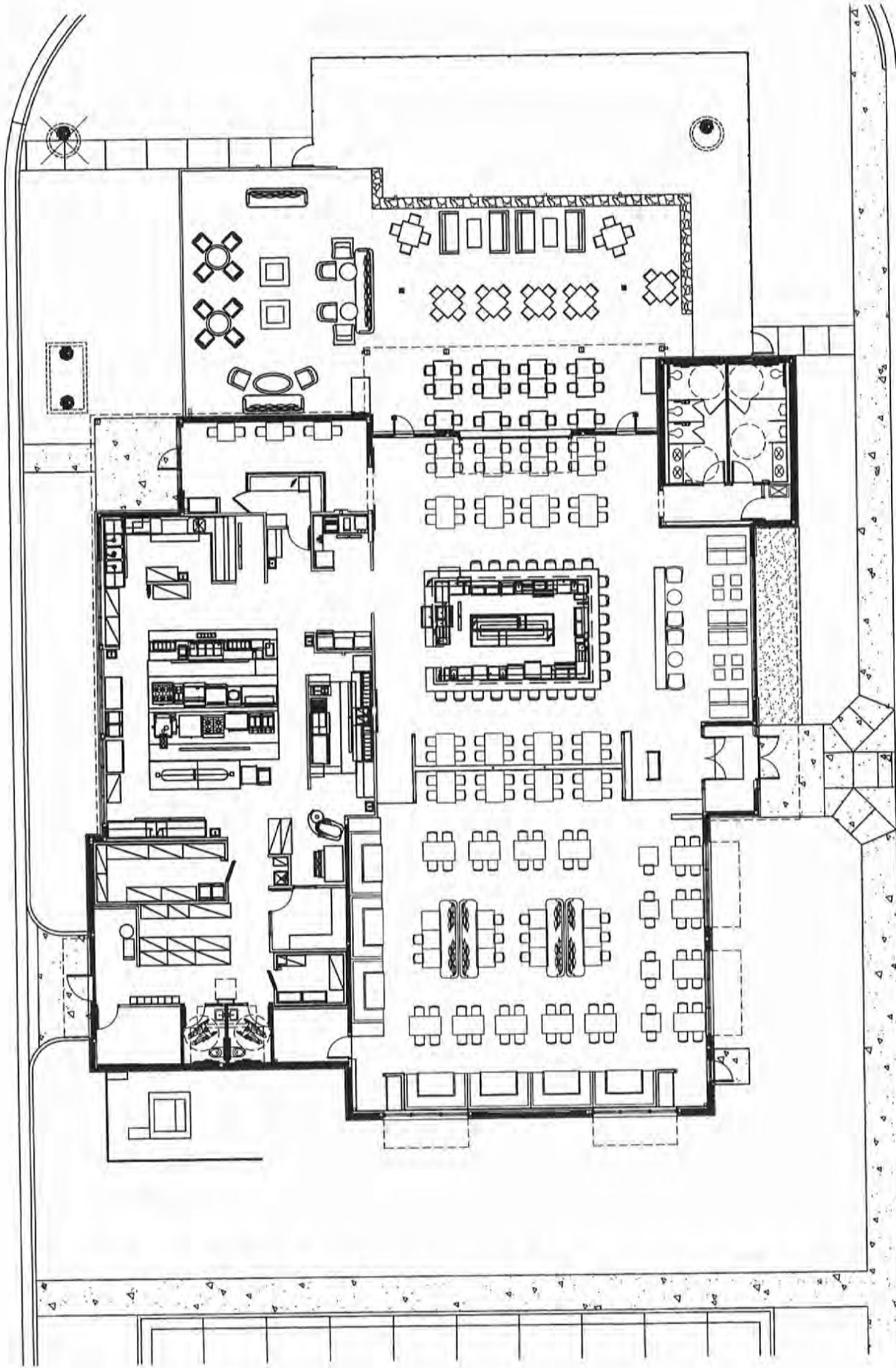
ALL-IN HOSPITALITY GROUP, LLC DBA ANCHO  
& [REDACTED]

By [REDACTED]



The Ohio Casualty Insurance Company

By Timothy A. Mikolajewski  
Timothy A. Mikolajewski, Assistant Secretary

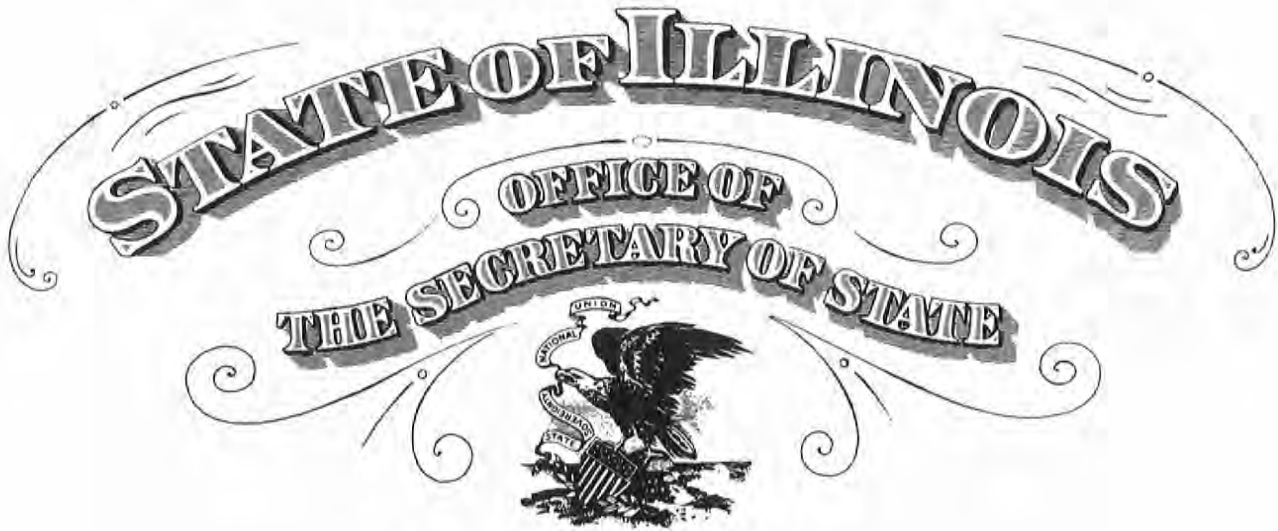


**CARR WARNER**  
ARCHITECTS

PROJECT: NEWCO (ANCHO & AGAVE)  
SUBJECT: BUILDING PLAN  
DATE: 02-21-19

773.477.9009

File Number



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

ALL-IN HOSPITALITY GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JUNE 13, 2018, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 21ST day of FEBRUARY A.D. 2019 .***

*Jesse White*

SECRETARY OF STATE



CONSENT AGENDA ITEM NO. 70

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: City Clerk

**SUBJECT:** Consideration of a Change of Ownership application for Lil Beaver Brewery, LLC d/b/a Lil Beaver Brewery, located at 16 Currency Drive Bloomington, currently holding a Class TBPS (Tavern/Beer and Wine/Package Sales/Sunday Sales) liquor license, as requested by the City Clerk Department.

**RECOMMENDATION/MOTION:** The Change of Ownership for Lil Beaver Brewery, LLC d/b/a Lil Beaver Brewery be approved.

**STRATEGIC PLAN LINK:** Goal 5. Great place - livable, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

**BACKGROUND:** The Bloomington Liquor Commission met on March 12, 2019, to consider the Change in Ownership application of Lil Beaver Brewery, LLC d/b/a Lil Beaver Brewery, located at 16 Currency Drive Bloomington, currently holding a Class TBPS (Tavern/Beer and Wine/Package Sales/Sunday Sales) liquor license.

Present were Commissioners Tari Renner and Jim Jordan; Staff present were George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Ashley Lara, Legislative Assistant.

Chad Bevers, owner of Lil Beaver Brewery, was sworn in by the Clerk to provide testimony.

This Change in Ownership will result in Chad Bevers being 51% owner and BBID, LLC will be 49% owner. No operational changes are planned.

Commissioner Jordan made the motion for approval, which was seconded by Commissioner Renner.

Ayes: Commissioners Jordan and Renner.

Nays: None.

Motion Carried.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** In accordance with City Code, on March 2, 2019, public notice was published in the Pantagraph. Approximately 59 courtesy copies of the Public Notice were mailed to neighboring properties for Lil Beaver Brewery, LLC d/b/a Lil Beaver Brewery. The Agenda for the March 12, 2019 meeting of the Liquor Commission was placed on the City's website.



**FINANCIAL IMPACT:** This is a Change in Ownership. The current annual license fee for a TBPS liquor license is \$1,575, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 119.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared By: Ashley Lara, Legislative Assistant

Reviewed By: Leslie Yocum, Interim City Clerk

Financial & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

Attachments:

- CLK 2B APPLICATION LIL BEAVER BREWERY CHANGE IN OWNERSHIP TBPS
- CLK 2C LETTER LIL BEAVER BREWERY CHANGE IN OWNERSHIP TBPS

OFFICE USE ONLY

Submittal Date: 02.25.19  
Renewal Type (A, SA, Q): SA  
Business ID: \_\_\_\_\_ Class: TBPS  
Staff Initials: alara



Emergency Call-In Listing

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARLY AND COMPLETELY.

Individual/Partnership/Corporation/LLC:	Lil Beaver Brewery LLC
Doing Business As (D/B/A):	
Business Address:	16 Currency Dr, Unit B
City/State:	Bloomington, IL
Zip Code:	61704
Business Phone Number:	309-808-2590
Business Email Address:	chad@lilbeaverbrewery.com

Please list those responsible for **License Renewals** and **Building Security** for the above establishment. Also, list the **Building Owner** information. *At least one person must live within McLean County.*

License Renewals

Name: Chad Bevers Phone Number: [REDACTED]

Address: [REDACTED]

Name: Adam Bellas Phone Number: [REDACTED]

Address: [REDACTED]

Building Security

Name: Chad Bevers Phone Number: [REDACTED]

Address: [REDACTED]

Building Owner Name: Rock Rose Properties Phone Number: [REDACTED]

Address: [REDACTED]



## Liquor License Application Questionnaire

**TO THE APPLICANT:**

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57, revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

**LEGAL REQUIREMENTS:** *(Please Circle)*

Y / N	Have you attained the age of 21 years?	Y / N	Have you ever had a Bloomington liquor license revoked for any cause?
Y / N	Have you been a resident of the City of Bloomington for one year?	Y / N	Are you eligible for a state retail liquor dealer's license?
Y / N	Are you a citizen of the United States?	Y / N	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?
Y / N	Are you a person of good character and reputation?	Y / N	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor?
Y / N	Do you own or have a valid lease to the premises for which the license is sought?	Y / N	Have you ever been convicted of a felony under the laws of the United States or any state?
Y / N	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	Y / N	Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? <i>(If applicant is a corporation)</i>
Y / N	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	Y / N	Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children?



**NATURE OF LICENSE:**

1. What class liquor license are you seeking? *(Please read descriptions below)* TBPS

<b>TYPE</b>	<b>DESCRIPTION</b>
CA	Clubs – All Types of Liquor
CB	Clubs – Beer and Wine Only
EA	Entertainment/Recreational Sports Venue – All Types of Liquor
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only
GPA	Convenience Store – All Types of Liquor
GPB	Convenience Store – Beer and Wine Only
PA	Package Sales – All Types of Liquor
PB	Package Sales – Beer and Wine Only
RAP	Restaurant & Package Sales – All Types of Liquor
RA	Restaurant – All Types of Liquor
RB	Restaurant – Beer and Wine Only
TAP	Tavern & Package Sales – All Types of Liquor
TA	Tavern – All Types of Liquor
TB	Tavern – Beer and Wine Only
W	Catering – Beer and Wine Only (SALE OF ALCOHOL NOT PERMITTED)
S	Sunday Sales

2. What type of establishment do you intend to operate with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* A currently operating brewery with a taproom.

3. State the significance of a liquor license to your establishment, present or future: As a brewery, a liquor license is vital to our business, and has proven successful since opening in January of 2018.

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? We have a business that many local residents like to frequent, and we also bring in several individuals from outside this community as well.

5. Upon what facts do you base your answers to the previous question? We have been in business at this location since January of 2018.

6. Do you intend to furnish live entertainment in the establishment to be licensed? *(Please Circle)* Y / N





a. If you answered "YES" to the previous question, state the nature of such entertainment: \_\_\_\_\_

7. Will most of the establishment's gross revenue come from sources other than sale of alcohol? (*Please Circle*) Y / N

a. If you answered "YES" to the previous question, from what sources will such revenue be derived? \_\_\_\_\_

8. Do you intend to obtain an additional license for any of the following (*please circle*):

Y / N Public Dancing\*

Y / N Tobacco\*

Y / N Amusement\* (If yes, which type: \_\_\_\_\_)

Y / N Miscellaneous\* (If yes, which type: \_\_\_\_\_)

\*ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION PER LICENSE TYPE.

**AMUSEMENT**

Type	Description
<i>Auto Amusement Devices</i>	Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description.
<i>Musical Devices</i>	A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece.
<i>Theatre</i>	Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made.

**MISCELLANEOUS**

Type	Description
<i>Sidewalk Cafe</i>	The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas.
<i>Video Gaming</i>	Currently Not Available; See City Code Chapter 7 Article XIII



**IMPACT OF ESTABLISHMENT:**

1. State the location of your establishment:

Address: 16 Currency Dr, Unit B City/State: Bloomington, IL Zip Code: 61704

2. What hours will the establishment be open?

Monday: Closed Tuesday: 3PM-8PM Wednesday: 3PM-8PM

Thursday: 3PM-9PM Friday: 3PM-11PM Saturday: Noon-11PM Sunday: 2PM-6PM

3. What type or types of building(s) adjoin the establishment? There is an office building to the north, and an additional unit attached to our business to the south.

a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? The business to the north and south are open typical hours, around 8-4PM Monday through Friday.

b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? There are no residential buildings in the immediate area.

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): The building is located on a 2 way road with parking allowed only on one side and only during evenings and weekends.

5. How much additional traffic do you expect the establishment with a liquor license to generate? Nothing additional to what we've experienced in our first year of being open.

6. Describe on and off street parking facilities to handle traffic anticipated: Our building has 25 parking spaces, and the Gold's Gym allows us to use their back lot for additional parking when needed.

7. How many establishments with liquor licenses are located within the immediate area of your establishment? There are none to my knowledge, other than us.

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? We don't typically have high demand for our establishment, it's steady.



a. Upon what facts do you base your answer to the previous question? \_\_\_\_\_  
Being in business at this location since January of 2018

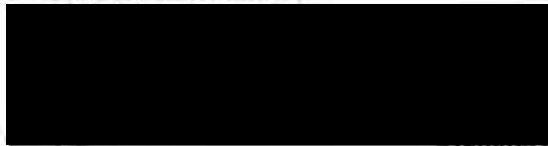
**RESPONSIBILITY:**

1. If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year.
2. If establishment *is not presently in operation*, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).
3. Do you now or have you ever had a Bloomington liquor license? Yes  No 
  - a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? \_\_\_\_\_  
None

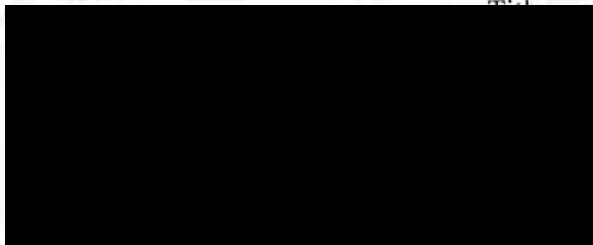
DATED this 25th day of February, 2019.

**SIGNED:**

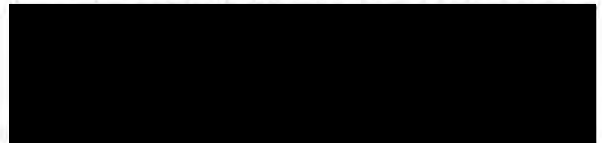
Chad Bevers



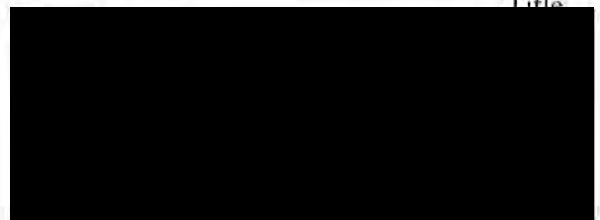
Owner



BBIG LLC, by Adam Bellas & Justin Bellas



Owner



City/State/Zip Code





## Application for the Sale of Alcoholic Beverages

This application is being submitted as:

A New Application  Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS TBPS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is (Check One):

an Individual  a Partnership  a Corporation

A. If an **Individual**:

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes  No

B. If a **Partnership**:

Following are the names of all partners who are entitled to share in any profit of the business:

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes  No

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes  No



C. If a Corporation:

Date of Incorporation: 02/18/2016

State whether same is organized for profit [checked] or nonprofit [ ], under laws of the State of Illinois.

(Attach objects of Incorporation according to the Charter of Corporation.)

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address:

Name: Chad Bevers Title: Owner
Address: [Redacted]

Name: Adam Bellas Title: Owner
Address: [Redacted]

Name: Justin Bellas Title: Owner
Address: [Redacted]

Name: Title:
Address: City/State/Zip Code:

3. Location and description of the premises or place of business to be operated under this license: 16 Currency Dr, Unit B, Bloomington, IL 61704. This is a micro-brewery with a taproom which opened in January of 2018

a. Trade Name: Lil Beaver Brewery

Please answer the following questions by circling Y (yes) or N (no).

Y / N Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y / N Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?



- Y / N Is it proposed to sell food in this place of business?
- Y / N Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?
- Y / N Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? **If yes, fully explain:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- Y / N Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? **If yes, give further details:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- Y / N Has a similar application ever been refused for cause that has been made by any of the foregoing persons?
- Y / N Is the applicant herein, the owner of the premises for which this license is sought?  
**If no, the information of the building owner:**  
 Name: Rock Rose Properties Term of Lease: 5/1/2015 to 5/1/2019  
 Address: [REDACTED]
- Y / N 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 1960 in connection with the proposed sale of alcoholic beverages?

Please take this time to provide any additional information you would like to include with your application: This application is being presented as an addition of a new business partner, BBIG, LLC, containing members Adam and Justin Bellas. With the addition of Adam and Justin Bellas, I will be able to grow the business, providing jobs and additional tax revenue for our community. Having a liquor license is vital to the continued success of our business, which many residents frequent, and brings in many from out of area, which helps generate tax revenue. We currently employ many employees, and this is my (Chad) full time job, along with 2 other full time employees.



Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

DATED this 25 day of February, 2019

**A. Individual**

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Signature

**B. Partnership**

\_\_\_\_\_

Business Name

\_\_\_\_\_

Printed Name of Partner

\_\_\_\_\_

Signature of Partner

\_\_\_\_\_

Printed Name of Partner

\_\_\_\_\_

Signature of Partner

\_\_\_\_\_

Printed Name of Partner

\_\_\_\_\_

Signature of Partner

**C. Corporation**

\_\_\_\_\_

Lil Beaver Brewery, LLC

Corporate \_\_\_\_\_

Chad Bevers

\_\_\_\_\_

President of Company (Print Name)

ATTEST:

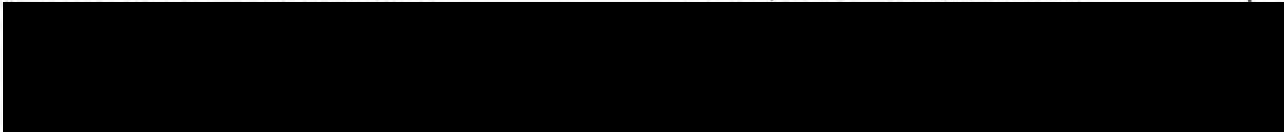
\_\_\_\_\_

Secretary

And the following officers, directors or majority stockholders:

BBIG, LLC - Adam Bellas

BBIG, LLC - Justin Bellas





NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS )
) SS
COUNTY OF MCLEAN )

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 25 day of February, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Lindsey Juris
Notary Public

My Commission Expires: 7/31/2021





## Application for the Sunday Sale of Alcoholic Beverages

This application is being submitted as:

A New Application     Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

**Lil Beaver Brewery, LLC**

NAME OF APPLICANT

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS TBPS LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
  - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
  - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
  - (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
  - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.









NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS )
) SS
COUNTY OF MCLEAN )

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 25 day of February, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

[Handwritten signature of Lindsey Juris]
Notary Public



My Commission Expires: 7/3/2021





**Bloomington / Normal  
Food & Beverage Tax  
Registration Form**

**Illinois Business Tax (IBT) #:** [REDACTED]

**Date Business started at this location (Month\Day\Year):** 02/18/16

**Describe your type of Business:** Brewery with Taproom

**DBA Business Name:** Lil Beaver Brewery

**Address:** 16 Currency Dr, Unit B

Bloomington, IL 61704

**Contact:** Chad Bevers

**Phone:** [REDACTED] **Fax:** \_\_\_\_\_

**Email:** [REDACTED]

**Owner/Corporate Name:**  
(if different from above)

**Address:**

\_\_\_\_\_

**Contact:**

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

**Email:** \_\_\_\_\_

Please check here to have all correspondence mailed to corporate address instead of the physical address.

Type of Organization:

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> LLC
<input type="checkbox"/> Other _____	

▶ <b>Mail, Drop Off, Fax, or Email to:</b>	<b>Address:</b> City Hall	<b>Fax:</b> 309-434-2463
	Finance Department	<b>Email:</b> finance@cityblm.org
	Room 207	<b>Phone:</b> 309-434-2233
	109 E. Olive Street Bloomington, IL 61702	

▶ Under penalties as provided by law, I declare that to the best of my knowledge and belief, the information furnished herein is true, correct and complete.

[REDACTED] \_\_\_\_\_ 02/25/2019  
Date

Chad Bevers  
Print Name and Title

## OFFICE OF THE ILLINOIS SECRETARY OF STATE

**JESSE WHITE**  
**SECRETARY OF STATE**



## LLC FILE DETAIL REPORT

File Number	05628873		
Entity Name	LIL BEAVER BREWERY, LLC		
Status	ACTIVE	On	01/16/2019
Entity Type	LLC	Type of LLC	Domestic
File Date	02/18/2016	Jurisdiction	IL
Agent Name	LAURA A. BALLARD	Agent Change Date	02/18/2016
Agent Street Address	2401 E EMPIRE ST STE B	Principal Office	16 CURRENCY DR., UNIT B BLOOMINGTON, IL 617040000
Agent City	BLOOMINGTON	Managers	<a href="#">View</a>
Agent Zip	61704	Duration	PERPETUAL
Annual Report Filing Date	01/16/2019	For Year	2019
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)
[Purchase Certificate of Good Standing](#)  
**(One Certificate per Transaction)**

## OTHER SERVICES

[File Annual Report](#)
[Adopting Assumed Name](#)
[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)





Dear City of Bloomington Officials,

I'm writing in regards to the liquor license application I submitted earlier this week. I realize this is the 2<sup>nd</sup> application submitted in the last few months, and would like to explain the reasoning behind this.

Last year my original business partner and I realized that we had different visions of where we wanted to go, and decided to part ways, and I agreed to purchase his ownership stake in the company. This was the reasoning for the previous liquor license I applied and was approved for.

Just after my original partner and I finalized the transition of the company over to myself, I started having some conversations with Justin and Adam Bellas of Bellas Landscaping.

I got to know these individuals from my time working at Midwest Food Bank as the Executive Director, where they donated services to the organization on an ongoing basis. They did the plowing, landscaping, and lawn care at little or no cost to Midwest Food Bank as a way to give back to the community and support those that are doing good.

I knew they were good people and well respected in the community, so when they asked about getting involved with Lil Beaver Brewery, I was very excited about the possibility. They are very well connected in the community, and very small business savy as well, both traits which I felt would help this company in a positive way.

We're already working on ways we can increase our business locally, drive more traffic from out of town to our community, and initial plans to redevelop our current location are already underway.

Additionally, both Lil Beaver Brewery and Bellas Landscaping were recipients of McLean County Chamber of Commerce Business Excellence Awards just earlier this month.

The new ownership structure is myself owning 51%, and their company, BBIG, LLC owning 49%.

We appreciate your consideration of this license application.

Thank you,

Chad Bevers  
Lil Beaver Brewery



CONSENT AGENDA ITEM NO. 7P

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration of the requests by Keg Grove Brewing Company, LLC d/b/a Keg Grove Brewing Company, located at 712 East Empire Street, to change conditions on its license:

- (a) to allow an Outdoor Service or Consumption Area, to be located between the establishment and the Prenzler building to the South, subject to the following conditions: (1) no live music or performances outside and (2) hours of operation to be Sunday through Thursday, 9 A.M. to 9 P.M. and Friday and Saturday, 9 A.M. to 10 P.M.
- (b) to allow for extended hours of alcohol service, from 9 A.M. - midnight, 7 days a week, as requested by the City Clerk Department.

**RECOMMENDATION/MOTION:** The Change in Conditions requested by Keg Grove Brewing Company, LLC d/b/a Keg Grove Brewing Company be approved.

**STRATEGIC PLAN LINK:** Goal 5. Great place - livable, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

**BACKGROUND:** The Bloomington Liquor Commission met on February 12, 2019, to consider the request for change of conditions on the license of Keg Grove Brewing Company, LLC d/b/a Keg Grove Brewing Company, located at 712 East Empire Street, Building 2, currently holding a Class TBPS (Tavern/Beer and Wine/Package and Sunday Sales) liquor license.

Present were Commissioners Tari Renner, Lindsey Powell, and Jim Jordan; Staff present were George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Ashley Lara, Legislative Assistant.

Jeff Knauf, Tyler Cox, and Jeff Mroz, owners of Keg Grove Brewing Company, were sworn in by the Clerk to provide testimony.

Commissioner Jordan asked about the seating capacity of the outdoor areas and Mr. Cox stated the seating capacity is about 25-30 depending on which proposed area is selected. Commissioner Jordan asked if the area will change the dynamics of the business and Mr. Cox stated no. The area is blocked off by buildings and they have a lot of people who come from the trail with their dogs and want to have a drink and take a seat. There will be no live entertainment.

Commissioner Powell said the outdoor patio is a logical next move for the business. It looks like both of the proposed locations are adequately blocked off.

Mr. Cox said both proposed locations have structures and fencing. The fence was placed to avoid any traffic going in to the adjacent alley.

Mr. Knauff stated there are a lot of bicyclists who would enjoy being outside. They are willing to put a condition of hours of operation on the outside.

Public Comment:

Carolyn Jarvis expressed concern about traffic in the alley and noise.

Paul Jarvis expressed concern about noise.

Commissioner Jordan asked about parking and Mr. Jarvis stated it is open parking.

Kate Mueninghoff expressed concerns about noise and the smell of beer and cigarettes.

Dave Gronmeyer, President of the White's Place Association, said that at a recent meeting of the Association, no one seemed to be concerned about the items on the agenda, but they want to give input about the outdoor hours being limited to 9 or 10 P.M.

Joe Strano spoke in favor and support of both items.

Asst. Chief Greg Scott stated there have been no issues for the Police from this establishment. Mr. Boyle stated the Legal Department has not received any complaints.

Commissioner Renner asked that the Commission move on to discussing the requested change and service hours.

Mr. Mroz stated they are not looking to change posted hours in any way currently. They are trying to open up for down the road when they want to host special events. They have had issues with turning charities away because they could not be open for the requested hours.

Public Comment:

Carolyn Jarvis did not think 9 A.M. to midnight is reasonable.

Mr. Cox stated they don't have set events they are looking into at this time. They don't know exactly how many, but they get a lot of requests.

Commissioner Renner proposed the establishment and the neighbors work out a compromise and bring a specific agreement for the outdoor area and change in hours to the Liquor Commission at its March meeting.

Commissioner Jordan made the motion to continue these items until the March 12, 2019, meeting, which was seconded by Commissioner Powell.

Ayes: Commissioners Jordan, Powell, and Renner.



Nays: None.

Motion Carried.

The Bloomington Liquor Commission met on March 12, 2019, in a continued hearing to consider the request by Keg Grove Brewing Company in a change in conditions on the liquor license.

Present were Commissioners Tari Renner and Jim Jordan; Staff present were George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Ashley Lara, Legislative Assistant.

Jeff Knauf, owner of Keg Grove Brewing Company, was sworn in by the Clerk to provide testimony.

Mr. Knauf stated an agreement was made with the neighbors, which resulted in the conditions for the Outdoor Service or Consumption Area to be (1) no live music or performances outside and (2) the hours of operation to be Sunday through Thursday, 8 A.M. to 9 P.M. and Friday and Saturday, 8 A.M. to 10 P.M. Mr. Knauf stated the neighbors decided outdoor speakers will be allowed.

Commissioner Jordan asked that the establishment check in with the neighbors once a month to ask if there are any concerns.

Mr. Boyle asked that the letter from Keg Grove Brewery to the Mayor stating the terms of the agreement be marked as Exhibit A.

Commissioner Jordan made the motion for approval of the removal of the conditions to:

- (a) to allow an Outdoor Service or Consumption Area, to be located between the establishment and the Prenzler building to the South, subject to the following conditions: (1) no live music or performances outside and (2) hours of operation to be Sunday through Thursday, 9 A.M. to 9 P.M. and Friday and Saturday, 9 A.M. to 10 P.M.
- (b) to allow for extended hours of alcohol service, from 9 A.M. - midnight, 7 days a week, as requested by the City Clerk Department.

Ayes: Commissioners Jordan and Renner.

Nays: None.

Motion Carried.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** In accordance with City Code, on February 4, 2019, public notice was published in the Pantagraph. Approximately 138 courtesy copies of the Public Notice were mailed to neighboring properties for Keg Grove Brewing Company, LLC d/b/a Keg Grove Brewing Company. The Agenda for the March 12, 2019 meeting of the Liquor Commission was placed on the City's website.

**FINANCIAL IMPACT:** This is a Change in Ownership. The current annual license fee for a TBPS liquor license is \$1,575, which will be recorded in the Non-Departmental-Liquor Licenses

account (10010010-51010). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 119.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Ashley Lara, Legislative Assistant

Reviewed By: Leslie Yocum, Interim City Clerk

Financial & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: George Boyle, Asst. Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- CLK 3B APPLICATION KEG GROVE BREWERY CHANGE IN CONDITIONS - TBPS
- CLK 3C LETTER KEG GROVE BREWERY CHANGE IN CONDITIONS - TBPS
- CLK 3D LETTER TO MAYOR KEG GROVE BREWERY CHANGE IN CONDITIONS - TBPS



Request to add an Outdoor Service or Consumption Area to a Current Class "R" or "T" Liquor License

- 1. Name of Applicant: Keg Grove Brewing Company, LLC
- 2. D/B/A of Liquor Establishment: Keg Grove Brewing Company
- 3. The undersigned applicant is (check one):

An Individual       A Partnership       A Corporation/LLC

**If an Individual:**

Name: \_\_\_\_\_ Age: \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

**If a Partnership:**

Following are the names of all partners who are entitled to share in any profit of the business (please attach an additional page if more space is needed):

Name: \_\_\_\_\_ Age: \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
 Name: \_\_\_\_\_ Age: \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

**If a Corporation/LLC:**

Date of Incorporation: 4/5/17

**(Attach objects of Incorporation according to the Charter of Corporation.)**

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address (please attach an additional page if more space is needed):

Name: <u>Jeffrey Mroz</u>	Title/Position: <u>Managing Member</u>
Address: <u>[REDACTED]</u>	City/State/Zip: <u>[REDACTED]</u>
Name: <u>Tyler Cox</u>	Title/Position: <u>Managing Member</u>
Address: <u>[REDACTED]</u>	City/State/Zip: <u>[REDACTED]</u>
Name: _____	Title/Position: _____
Address: _____	City/State/Zip: _____

4. What days and hours will the proposed area be open?

DAY	HOURS OF OPERATION		DAY	HOURS OF OPERATION	
Monday	From 8AM	To 9pm	Friday	From 8AM	To 10PM
Tuesday	From 8AM	To 9pm	Saturday	From 8AM	To 10PM
Wednesday	From 8AM	To 9PM	Sunday	From 8AM	To 9PM
Thursday	From 8AM	To 9PM			

5. Describe the intended use and function of the proposed area and how it relates to your establishment’s business plan: Said space will provide an outdoor, natural, location for patrons and trail users to sit, relax, and socialize with others while optionally enjoying a product we offer.

6. Will the proposed area be open year-round or operate for specific months of the year? Please explain: Said space will only be open seasonally based on the weather. Most likely March-October.

7. Will live music be performed in the proposed area? Yes  No

8. Will amplified music be played over speakers in the proposed area? Yes  No

The following must be provided at the time of application submission:

- ❖ Proof of Dram Shop Insurance Policy showing coverage with proposed area specifically listed in the description field. *The City of Bloomington must be listed as the Certificate Holder*
- ❖ A Floor plan showing the complete location and layout of the proposed Outdoor Service or Consumption Area. *Floor plan of the proposed area must be clear and accurate, as it exists in relation to the establishment.*
- ❖ Emergency Call-In Sheet

The undersigned, upon oath or affirmation, states as follows:

1. I am an authorized representative of the applicant.
2. All statements made on this application are true and correct to the best of my information, knowledge, and belief.
3. I understand that any inaccuracies, misstatements, or misrepresentations made on this application may result in its denial and/or in sanctions being imposed upon the licensee or applicant.
4. The applicant hereby agrees to reimburse the City for the cost of publishing in the Pantagraph a public notice of the date and time of the Liquor Commission hearing at which this application for an Outdoor Service or Consumption Area will be considered and the cost incurred by the City for mailing notice of the hearing to the occupants of properties within 500 feet of the applicant’s licensed establishment. Reimbursement will be made within fourteen days after

the City mails to the licensed establishment an invoice for the costs incurred for said publication.

- 5. The applicant understands and agrees that payment of the costs as set forth in the preceding paragraph is a condition precedent to the issuance of the license for the Outdoor Service or Consumption Area requested in this application and that failure to make said payment will prevent the issuance of the license.

Jeffrey Mroz  
Printed Name of Representative

Managing Member  
Title or Position of Representative

[Redacted Signature]  
Signature of Representative

1/24/19  
Date

**OFFICE USE ONLY**

<u>1/25/2019</u>	Date Received	<u>YES</u>	DRAM Received	<i>*Description Field to be updated before approval.</i>
<u>AM</u>	Staff Initials	<u>YES</u>	Floor Plan Received	
	Community Development Approved	<u>YES</u>	Call-In Sheet Received	
<u>02/12/2019</u>	Potential Hearing Date	<u>On File</u>	Questionnaire in Liquor Packet	

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

Renewal Type (A, SA, Q): \_\_\_\_\_

Business ID: \_\_\_\_\_ Class: \_\_\_\_\_

Staff Initials: \_\_\_\_\_



## Emergency Call-In Listing

PLEASE FILL IN YOUR BUSINESS INFORMATION **CLEARLY AND COMPLETELY.**

**Individual/Partnership/Corporation/LLC:** Keg Grove Brewing Company, LLC

**Doing Business As (D/B/A):** Keg Grove Brewing Company

**Business Address:** 712 East Empire Street

**City/State:** Bloomington, IL

**Zip Code:** 61701

**Business Phone Number:** 3092876913

**Business Email Address:** mroz@keggrovebrewing.com

Please list those responsible for **License Renewals** and **Building Security** for the above establishment. Also, list the **Building Owner** information. *At least one person must live within McLean County.*

### License Renewals

**Name:** Jeffrey Mroz **Phone Number:** [REDACTED]

**Address:** [REDACTED] **City/State:** [REDACTED] **Zip Code:** [REDACTED]

**Name:** Tyler Cox **Phone Number:** [REDACTED]

**Address:** [REDACTED] **City/State:** [REDACTED] **Zip Code:** [REDACTED]

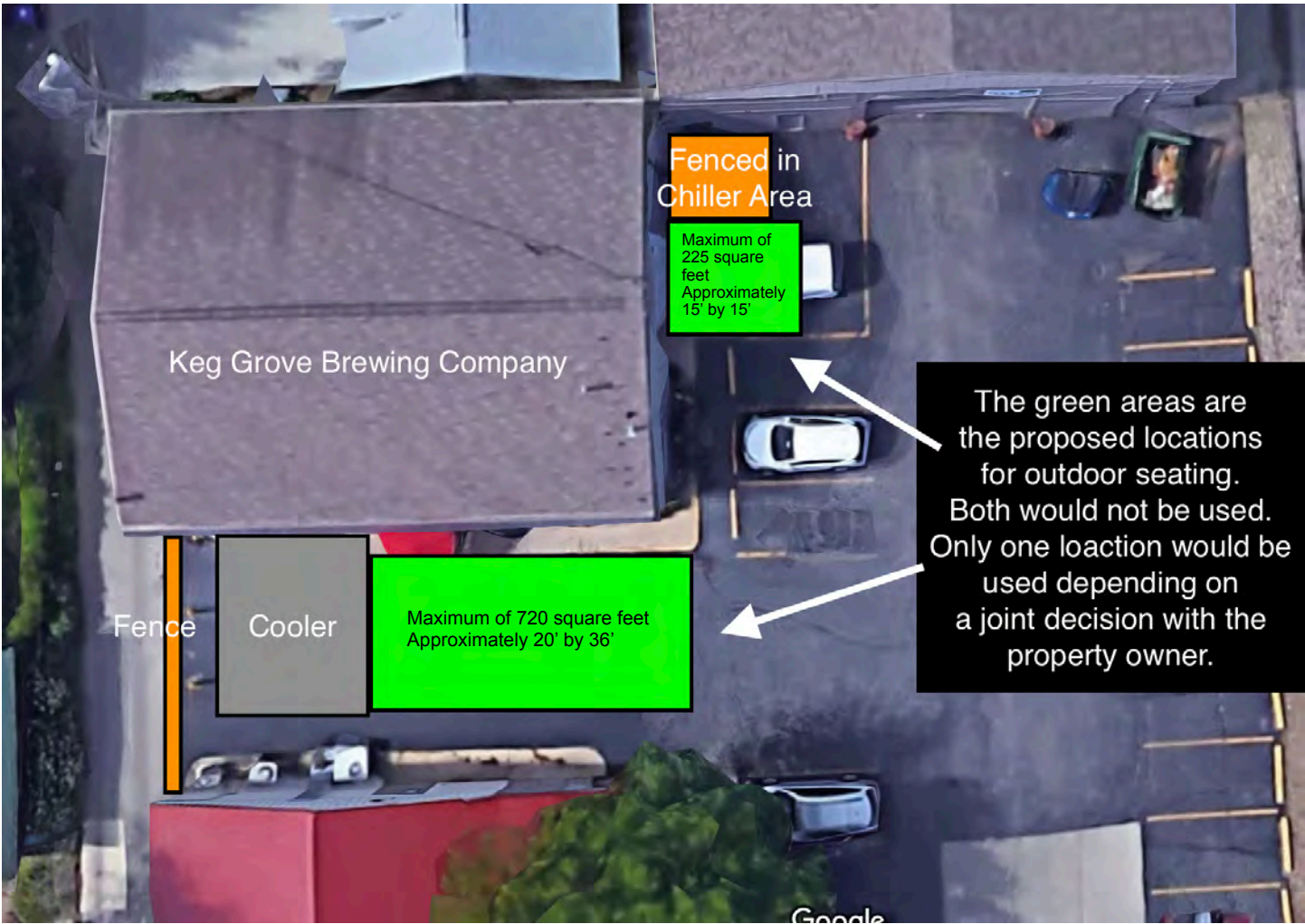
### Building Security/Manager

**Name:** Jeffrey Mroz **Phone Number:** [REDACTED]

**Address:** [REDACTED] **City/State:** [REDACTED] **Zip Code:** [REDACTED]

**Building Owner Name:** Constitution Place, LLC  
(Erik Prenzler) **Phone Number:** 309-829-1700

**Address:** [REDACTED] **City/State:** [REDACTED] **Zip Code:** [REDACTED]



Keg Grove Brewing Company

Fenced in Chiller Area

Maximum of 225 square feet  
Approximately 15' by 15'

Fence

Cooler

Maximum of 720 square feet  
Approximately 20' by 36'

The green areas are the proposed locations for outdoor seating. Both would not be used. Only one location would be used depending on a joint decision with the property owner.

Google





712 E. Empire St.  
Bloomington, IL 61701  
309.824.4459  
erik@constitutionplace.net

January 23, 2019

Jeffrey Mroz  
KEG GROVE BREWING CO.  
712 E. Empire St.  
Bloomington, IL 61701

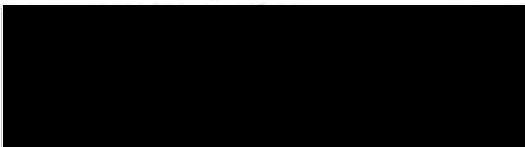
RE: City of Bloomington  
712 E. Empire St.

Dear Jeff:

Constitution Place, LLC is the property owner of 712 E. Empire St. This letter is to inform you that we have discussed your interest in having an outdoor "garden area" for Keg Grove. I want to confirm that I am agreeable to Keg Grove being able to do this. Yes, you would have the "right to use" this outdoor location subject to finalizing the exact location, changes to current lease and any other details. Since opening in June, 2018 we have received many positive comments about your business and the finish in the building.

If you should have any questions, please do not hesitate to contact me.

Sincerely,



Erik N. Prenzler

CONSTITUTION PLACE, LLC

Fwd: attached

Jeff Knauf <[REDACTED]>

Thu 1/31/2019 7:00 PM

To: IM DL CityClerk <cityclerk@cityblm.org>; George Boyle <gboyle@cityblm.org>;

 1 attachments (4 MB)

KGBC FULL APP - Outdoor Service or Consumption Area to Current R or T Class License..pdf;

Per our conversation today we are looking to amend our hours of operation condition of our liquor license to include 9 a.m. to midnight daily. We have no intention of being open those days but would like the flexibility to be open if it were to fall on a special event, special occasion or holiday. We are also looking to add an outdoor space to our facility. Lastly, we are adjusting a percentage of ownership to one individual. That will be more than 5% of ownership. This will not change our operating plan and the owner will still be a part of our business just at a reduced percentage. If you have any additional questions feel free to reach out to me. Thank you.

Get [Outlook for Android](#)

---

**From:** Jeffrey Mroz <[REDACTED]>

**Sent:** Friday, January 25, 2019 4:08:51 PM

**To:** Jeffrey Knauf; Jeff Knauf; [REDACTED]

**Subject:** attached

Cheers!  
Jeffrey Mroz  
Keg Grove Brewing Company  
Bloomington, IL  
309-287-6913  
[mroz@keggrovebrewing.com](mailto:mroz@keggrovebrewing.com)

Websense: Click [here](#) to report this email as spam.

Mayor-

Per your recommendation, we have met with several neighbors in regard to the proposed outdoor space. We have reached an agreement on the area “**number one**” between our building and the other Prenzler building to the South. We would like the condition of no live music or performances outside to be added. We would also like for the hours of outside operations to cover our regular posted hours and to close outside by 9 pm on weeknights and 10 pm on Friday and Saturday.

The second matter is in regard to the hours of operation condition. We would like the condition of our liquor license to be amended to allow for hours of operation to be 8 a.m. till midnight Monday through Sunday. Our operational hour range will remain the same. (3-9pm weekdays, 3-11pm Fridays, 11-11pm Saturdays and 12-8pm Sundays.)

This is a compromised agreement with those located closest to our facility.

Please review and let us know if you need any further information in regard this matter. We are looking forward to this agreed condition to be added to the next meeting.

Thanks

Jeff Knauf  
Keg Grove Brewing Co.  
309-824-2558

# REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: April, 8, 2019

SPONSORING DEPARTMENT: Finance and Administration

SUBJECT: Consideration of Adoption of the FY 2020 Budget and Appropriation Ordinance.

**RECOMMENDATION/MOTION:** The City of Bloomington Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2019 and Ending April 30, 2020, be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

**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 Code requires adoption of an annual appropriation Ordinance. The proposed budget was presented to the Council on February 25, 2019. The proposed budget was made available in two (2) budget books prior to the Monday, March, 11, 2019 Council meeting / Public Hearing. The first book presents a full overview of the budget and focuses on the City's General Fund while the second book presents each Non-General Fund in addition to the proposed Capital Improvement Program.

This budget incorporates the Council's five top priorities:

1. Economic Development
2. Infrastructure
3. Financial Planning
4. Reduced Emergency Response Times
5. Downtown Master Plan

The Citywide FY 2020 Budget is \$227.5M which is an 8.3% increase over the FY 2019 Adopted Budget of \$210.1M. The General Fund, which is 48% of the total budget, FY 2020 Budget is \$109.1M which is a 4.6% increase over the FY 2019 Adopted Budget of \$104.2M.

The FY2020 Budget includes a \$13.5M increase in Capital Projects over FY2019. It also includes a \$2.315M increase related to a City Council approved increase in the Local Motor Fuel Tax. Along with .25 percent of the City's 1 percent Home Rule Sales Tax increase approved in FY2016, all Local Motor Fuel Tax revenues are restricted for Streets and Sidewalks. As part of the FY2020 Budget process, a new fund called the Capital Improvement Asphalt & Concrete Fund was set up for the tracking of this activity.

Changes that occur between the proposed and adopted budgets can relate to accounting reclassifications, Council actions, and allocations of fund balance from the 2019 budget for projects that will not get completed by April 30th. All of these changes were accounted for

in the attached Exhibit B and are included in the Totals and Fund Balance projections in Exhibit D.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Public Hearing was advertised in the Pantagraph on February 28, 2019 and was held on March 11, 2019. Including the presentation of the proposed budget on February, 25, 2019, public budget discussion on the City Manager proposed budget was also undertaken during the Committee of the Whole meetings of January 22, 2019 and March 18, 2019.

**FINANCIAL IMPACT:** The FY 2020 proposed budget for the City's twenty-nine (29) funds is \$227,542,262 as revised.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared By:	Scott Rathbun, Finance Director
Finance Review By:	Chris Tomerlin, Budget Manager
Legal Review By:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- FIN 2B ORDINANCE FY2020 ADOPTION 4-8-19
- FIN 2C EXHIBIT B FY2020 ADOPTION CHANGES 4-8-19
- FIN 2D EXHIBIT D FY2020 ADOPTION TOTALS BY FUND 4-8-19



ORDINANCE NO. 2019 -

THE CITY OF BLOOMINGTON BUDGET AND APPROPRIATION ORDINANCE  
FOR THE FISCAL YEAR BEGINNING MAY 1, 2019  
AND ENDING APRIL 30, 2020

WHEREAS, the City of Bloomington is a home-rule municipality located in the County of McLean, State of Illinois; and

WHEREAS, by passage of this Ordinance, the City Council desires to make appropriations for all Corporate Purposes for the Fiscal Year beginning May 1, 2019 and ending April 30, 2020, for the City of Bloomington, McLean County, Illinois.

Be It Ordained by the City Council of the City of Bloomington, Illinois, in accordance with its home-rule powers, that passage of the Budget Document shall be in lieu of passage of a separate Appropriation Ordinance, as required by 65 ILCS 5/8-2-9 and 5/8-2-9.4.

Section One. That the amounts as listed in Exhibit D, or so much thereof as may be authorized by law, as may be needed and same is hereby appropriated for such purposes as General Fund, Motor Fuel Tax Fund, Board of Election Fund, Drug Enforcement Fund, Community Development Fund, Single Family Owner Occupied Rehab (SFOOR), Library Maintenance and Operation Fund, Library Fixed Asset Replacement Fund, Park Dedication Fund, Empire St. Corridor TIF, Downtown Southwest TIF, Downtown East Washington TIF, General Bond and Interest Fund, 2004 Coliseum Bond Redemption, 2004 Multi-Project Bond Redemption, Capital Improvements Fund, Capital Improvements-Asphalt and Concrete Fund, Capital Lease Fund, Water Fund, Sewer Fund, Storm Water Fund, Solid Waste Fund, Abraham Lincoln Parking Fund, Golf Fund, Arena Fund, Casualty Fund, Employee Insurance & Benefits Fund, Retiree Health Care Fund, and the J.M. Scott Health Care Trust Fund for the fiscal year of said City of Bloomington, McLean County, Illinois, beginning May 1, 2019 and ending April 30, 2020.

Section Two. The amount appropriated for each object or purpose is set forth in the Annual Budget for the year ending April 30, 2020, a copy of which is available at the City Clerk's Office and incorporated by reference.

(NOTE: Amounts appropriated hereby are contained in the Annual Budget for the year ending April 30, 2020, published in book form, copies of which are available for inspection at City Hall, Bloomington Public Library, and other places throughout the City including the City's website at [cityblm.org](http://cityblm.org).)

Section Three. That all sums of money not needed for immediate specific purposes may be invested in City of Bloomington Tax Warrants, Tax Sale Certificate, or Notes of Indebtedness, General Water, Parking or Sewer Revenue Bonds, in securities of the Federal Government, in Federal Insured Savings and Loan Associations, Certificates of Deposit in Commercial Banks, or other instruments as allowed by law.

Section Four. Pursuant to 65 ILCS 5/8-2-9.6, and the home rule authority granted to the City of Bloomington pursuant to Article 7, Section 6 of the 1970 Illinois Constitution, the Finance Director, with the concurrence of the City Manager is authorized to revise the annual

budget by deleting, adding to, changing or creating sub-classes within object classes budgeted previously to a Department, Board or Commission, and to transfer amounts within a particular fund established by this Ordinance, with the restrictions that no such action may be taken which shall increase the budget in the event funds are not available to effectuate the purpose of the revision, and that the City Council shall hereafter be notified of such action by written report of the City Manager.

Section Five. Partial Invalidity. If any section, subdivision, sentence or clause of this Ordinance is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section Six. That all Ordinances or parts of Ordinances conflicting with any of the provisions of this Ordinance be and the same are hereby repealed.

Section Seven. This Ordinance shall be in full force and effect from and after its passage.

PASSED by the City Council of the City of Bloomington, Illinois this 8<sup>th</sup> day of April 2019.

APPROVED by the Mayor of the City of Bloomington, Illinois this \_\_\_\_ day of April 2019.

CITY OF BLOOMINGTON

ATTEST

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Tari Renner, Mayor

---

Leslie Yocum, Interim City Clerk

**City of Bloomington  
FY2020 Adopted Budget  
Exhibit B**

**FY 2020 Proposed to FY 2020 Adopted - Material Change Detail**

<u>Version</u>	<u>City Wide Total</u>
FY 2020 Proposed	221,635,408
FY 2020 Adopted	227,542,262
<b>Total Change</b>	<b>5,906,854</b>

**Material Change Detail**

General Fund	780,000	Utility Billing Dept. transfer from Water; charged back to Enterprise Funds.
General Fund	2,315,000	Local Motor Fuel Tax (LMFT) increase. Transferred to Asphalt & Concrete. (1)
General Fund	125,000	Video Gaming Terminal (VGT) Fee increase. Transferred to Capital Improvement.
Cap Improvement A&C Fund	2,315,000	LMFT revenues transferred from the General Fund to Asphalt and Concrete Fund.
Cap Improvement Fund	125,000	VGT revenues transferred from the General Fund to Cap Improvement Fund.
Cap Improvement Fund	400,000	FY2019 Police roof project roll-over to FY2020.
IHDA Grants Fund	378,000	Additional State Grants added.
Water Fund	(485,000)	Primarily related to the Utility Billing Dept. transferring to the General Fund. (2)
Misc. Adjustments	(46,146)	
<b>Total Change</b>	<b>5,906,854</b>	

- (1) LMFT is deposited into the General Fund along with most major tax revenues. Those dollars are then transferred to the Capital Improvement Asphalt & Concrete Fund where they are utilized. This results in revenues/expenses being recorded in both funds. The Asphalt & Concrete Fund has \$800K budgeted to be utilized from the additional revenue; \$1.515M will be budgeted as a Contribution to Fund Balance to be used during the next construction season - which will be in FY2021.
- (2) Previously, the Water Department housed the entire Utility Billing function - and charged other Enterprise Funds. After the transfer of that function to the General Fund, it is only being allocated its portion.

City of Bloomington  
FY2020 Adopted Budget  
Exhibit D  
SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES BY FUND

Fund	Budgetary Fund Balance 4/30/2018 <sup>A</sup>	FY 2019 Projected Revenues	FY 2019 Projected Expenditures	Projected Budgetary Fund Balance 4/30/2019 <sup>A</sup>	FY 2020 Adopted Revenues	FY 2020 Adopted Expenditures	Net Changes to Fund Balance <sup>B</sup>	Projected Fund Balance Ending 4/30/2020 <sup>A</sup>	Projected Fund Balance Percent	Projected Fund Balance Percent Change 19-20
General Fund	\$ 19,226,449	\$ 103,985,466	\$ 103,189,994	\$ 20,021,921	\$ 109,069,318	\$ 109,069,318	\$ -	\$ 20,021,921	18.36%	0.00%
<b>General Fund Total:</b>	<b>\$ 19,226,449</b>	<b>\$ 103,985,466</b>	<b>\$ 103,189,994</b>	<b>\$ 20,021,921</b>	<b>\$ 109,069,318</b>	<b>\$ 109,069,318</b>	<b>\$ -</b>	<b>\$ 20,021,921</b>	<b>18.36%</b>	<b>0.00%</b>
<b>Special Revenue:</b>										
Motor Fuel Tax	\$ 9,026,825	\$ 2,230,204	\$ 1,507,293	\$ 9,749,736	\$ 13,980,000	\$ 13,980,000	\$ (8,884,166)	\$ 865,570	6.19%	-91.12%
Board of Elections	\$ 557,480	\$ 510,260	\$ 586,540	\$ 481,200	\$ 631,381	\$ 631,381	\$ (116,018)	\$ 365,182	57.84%	-24.11%
Drug Enforcement	\$ 1,212,801	\$ 135,500	\$ 355,000	\$ 993,301	\$ 521,250	\$ 521,250	\$ (385,750)	\$ 607,551	116.56%	-38.84%
Community Development	\$ (14,665)	\$ 1,027,105	\$ 1,027,105	\$ (14,665)	\$ 916,469	\$ 916,469	\$ -	\$ (14,665)	-1.60%	0.00%
IHDA Single Family Owner Occupied Rehabilitation	\$ (6,490)	\$ 96,123	\$ 96,123	\$ (6,490)	\$ 438,000	\$ 438,000	\$ -	\$ (6,490)	-1.48%	0.00%
Library	\$ 4,542,175	\$ 5,632,259	\$ 5,428,509	\$ 4,745,925	\$ 5,639,740	\$ 5,639,740	\$ 37,805	\$ 4,783,730	84.82%	0.80%
Library Fixed Asset	\$ 1,141,367	\$ 12,000	\$ 149,117	\$ 1,004,250	\$ 123,600	\$ 123,600	\$ (86,100)	\$ 918,150	742.84%	-8.57%
Park Dedication	\$ 613,027	\$ 414,976	\$ 970,621	\$ 57,382	\$ 45,504	\$ 45,504	\$ 20,504	\$ 77,886	171.16%	35.73%
Empire St. Corridor TIF	\$ 710	\$ 392,027	\$ 392,736	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ -	0.00%	0.00%
Downtown Southwest TIF	\$ (98,561)	\$ 1,552	\$ -	\$ (97,009)	\$ 4,000	\$ 4,000	\$ (2,450)	\$ (99,459)	0.00%	2.53%
Southwest East Washington TIF	\$ -	\$ -	\$ 10,000	\$ (10,000)	\$ 10,000	\$ 10,000	\$ (10,000)	\$ (20,000)	0.00%	100.00%
<b>Special Revenue Total:</b>	<b>\$ 16,974,670</b>	<b>\$ 10,452,006</b>	<b>\$ 10,523,044</b>	<b>\$ 16,903,632</b>	<b>\$ 22,709,944</b>	<b>\$ 22,709,944</b>	<b>\$ (9,426,175)</b>	<b>\$ 7,477,456</b>	<b>32.93%</b>	<b>-55.76%</b>
<b>Debt Service:</b>										
General Bond and Interest	\$ 4,221,593	\$ 3,002,270	\$ 4,071,004	\$ 3,152,859	\$ 2,965,236	\$ 2,965,236	\$ (39,303)	\$ 3,113,556	105.00%	-1.25%
Arena Bond Redemption	\$ 1,452,846	\$ 1,406,768	\$ 1,444,768	\$ 1,414,847	\$ 1,523,788	\$ 1,523,788	\$ 118,670	\$ 1,533,518	100.64%	8.39%
Multi-Project Bond Redemption	\$ 1,314,566	\$ 749,249	\$ 1,058,270	\$ 1,005,545	\$ 1,091,080	\$ 1,091,080	\$ 85,535	\$ 1,091,080	100.00%	8.51%
<b>Debt Service Total:</b>	<b>\$ 6,989,005</b>	<b>\$ 5,158,288</b>	<b>\$ 6,574,042</b>	<b>\$ 5,573,251</b>	<b>\$ 5,580,104</b>	<b>\$ 5,580,104</b>	<b>\$ 164,902</b>	<b>\$ 5,738,154</b>	<b>102.83%</b>	<b>2.96%</b>
<b>Capital Projects:</b>										
Capital Improvement	\$ 922,403	\$ 8,193,615	\$ 7,905,286	\$ 1,210,733	\$ 2,394,761	\$ 2,394,761	\$ (738,659)	\$ 472,074	19.71%	-61.01%
Capital Improvement (Asphalt & Concrete) C	\$ -	\$ -	\$ -	\$ -	\$ 7,445,950	\$ 7,445,950	\$ 1,618,475	\$ 1,618,475	21.74%	0.00%
Capital Lease	\$ (3,660,932)	\$ 5,253,333	\$ 5,236,333	\$ (3,643,932)	\$ 5,631,935	\$ 5,631,935	\$ -	\$ (3,643,932)	-64.70%	0.00%
<b>Capital Project Total:</b>	<b>\$ (2,738,529)</b>	<b>\$ 13,446,948</b>	<b>\$ 13,141,619</b>	<b>\$ (2,433,200)</b>	<b>\$ 15,472,646</b>	<b>\$ 15,472,646</b>	<b>\$ 879,816</b>	<b>\$ (1,553,383)</b>	<b>-10.04%</b>	<b>-36.16%</b>
<b>Enterprise:</b>										
Water	\$ 27,296,357	\$ 16,657,928	\$ 18,723,474	\$ 25,230,812	\$ 26,792,039	\$ 26,792,039	\$ (8,347,324)	\$ 16,883,488	63.02%	-33.08%
Sewer	\$ 2,098,690	\$ 7,299,401	\$ 6,844,143	\$ 2,553,947	\$ 9,616,759	\$ 9,616,759	\$ (307,259)	\$ 2,246,688	23.36%	-12.03%
Storm Water	\$ (175,371)	\$ 3,618,600	\$ 3,170,791	\$ 272,437	\$ 5,180,430	\$ 5,180,430	\$ (88,430)	\$ 184,007	3.55%	-32.46%
Solid Waste	\$ 1,382,565	\$ 7,230,140	\$ 7,015,578	\$ 1,597,128	\$ 7,453,758	\$ 7,453,758	\$ (16,458)	\$ 1,580,670	21.21%	-1.03%
Abraham Lincoln Parking Deck	\$ (71,422)	\$ 605,181	\$ 506,400	\$ 27,358	\$ 562,254	\$ 562,254	\$ (17,720)	\$ 9,638	1.71%	-64.77%
Golf Courses	\$ 465,573	\$ 2,297,215	\$ 2,517,199	\$ 245,589	\$ 2,627,678	\$ 2,627,678	\$ 3,709	\$ 249,297	9.49%	1.51%
Grossinger Motors Arena	\$ 850,512	\$ 5,416,864	\$ 5,821,053	\$ 446,323	\$ 5,696,031	\$ 5,696,031	\$ (429,810)	\$ 16,513	0.29%	-96.30%
<b>Enterprise Total:</b>	<b>\$ 31,846,904</b>	<b>\$ 43,125,328</b>	<b>\$ 44,598,638</b>	<b>\$ 30,373,594</b>	<b>\$ 57,928,949</b>	<b>\$ 57,928,949</b>	<b>\$ (9,203,292)</b>	<b>\$ 21,170,302</b>	<b>36.55%</b>	<b>-30.30%</b>
<b>Internal Service Fund:</b>										
Casualty Insurance	\$ 3,351,743	\$ 4,415,221	\$ 4,332,419	\$ 3,434,545	\$ 4,395,377	\$ 4,395,377	\$ 21,790	\$ 3,456,335	78.64%	0.63%
Employee Insurance and Benefits	\$ 1,622,425	\$ 11,235,707	\$ 11,322,070	\$ 1,536,063	\$ 10,637,324	\$ 10,637,324	\$ (112,050)	\$ 1,424,013	13.39%	-7.29%
Employee Retiree Group Healthcare	\$ 26,562	\$ 1,410,849	\$ 1,412,707	\$ 24,705	\$ 991,599	\$ 991,599	\$ (8,300)	\$ 16,405	1.65%	-33.60%
<b>Internal Service Fund Total:</b>	<b>\$ 5,000,731</b>	<b>\$ 17,061,777</b>	<b>\$ 17,067,196</b>	<b>\$ 4,995,312</b>	<b>\$ 16,024,300</b>	<b>\$ 16,024,300</b>	<b>\$ (98,560)</b>	<b>\$ 4,896,752</b>	<b>30.56%</b>	<b>-1.97%</b>
<b>Fiduciary:</b>										
JM Scott Total	\$ 7,274,147	\$ 1,375,588	\$ 230,128	\$ 8,419,607	\$ 757,000	\$ 757,000	\$ 257,000	\$ 8,676,607	1146.18%	3.05%
<b>Fiduciary Fund Total:</b>	<b>\$ 7,274,147</b>	<b>\$ 1,375,588</b>	<b>\$ 230,128</b>	<b>\$ 8,419,607</b>	<b>\$ 757,000</b>	<b>\$ 757,000</b>	<b>\$ 257,000</b>	<b>\$ 8,676,607</b>	<b>1146.18%</b>	<b>3.05%</b>
<b>Total:</b>	<b>\$ 84,573,377</b>	<b>\$ 194,605,401</b>	<b>\$ 195,324,660</b>	<b>\$ 83,854,118</b>	<b>\$ 227,542,262</b>	<b>\$ 227,542,262</b>	<b>\$ (17,426,309)</b>	<b>\$ 66,427,809</b>	<b>29.19%</b>	<b>-20.78%</b>

**A** Budgetary Fund Balance is similar to cash basis except short term payables and receivables are taken into account.  
**B** Net use of fund balance column depicts uses or additions to fund balance reserves.  
**C** The Capital Improvement Asphalt & Concrete Fund was created as May 1, 2019.



CONSENT AGENDA ITEM NO. 8B

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: Human Resources and Parks, Recreation, and Cultural Arts

SUBJECT: Ratification of Contract with IATSE Local 193, as requested by the Human Resources and Parks, Recreation, and Cultural Arts Departments.

RECOMMENDATION/MOTION: The IATSE Contract be ratified.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: Objectives 1d. City services delivery in the most cost-effective, efficient manner and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On March 13, 2019, IATSE and the City staff negotiated the terms of a collective bargaining agreement to replace the agreement which expired on April 30, 2017. IATSE is the exclusive representative for Stagehands for the Bloomington Center for Performing Arts (BCPA). The expired agreement can be located at [www.cityblm.org](http://www.cityblm.org) under Human Resources in a folder titled Labor Contracts. The parties were able to reach a Tentative Agreements and the Union ratified the Tentative Agreements on April 2, 2019. Highlights from the Tentative Agreement include:

**Wages/Term** - The parties agreed to a three year contract and an across the board increase of 2% effective May 1, 2019, 2% effective May 1, 2020 and 2.25% effective May 1, 2021. In addition, an Up Rigger classification was increased to a starting pay of \$21.00 per hour.

**Overtime** - Modification of the overtime language that requires for non-yellow card shows that overtime be paid between midnight and 8:00 a.m. In addition, if events are scheduled on New Year's Eve this would require the payment of overtime.

**Jurisdiction of Union** - Modification of the positions that are able to do de minimis work at BCPA events. The parities also defined non-event related work which can be performed by non-union employees. Non-event related work includes Creativity Center educational programs and events that are non-commercial, non-ticketed production events other than work that traditionally has been traditionally performed by the bargaining unit.

**Call Time Minimums** - Establishment of a four (4) hour call show minimum. Such minimums will not apply to educational, Creativity Center or events on a straight truck or smaller. These events will have a four (4) hour daily show call minimum.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

**FINANCIAL IMPACT:** While an increase in hourly rates is expected to increase labor costs during the term of the contract, these employees do not work a regular schedule and work schedules are determined by the number of BCPA events and staff needed for such events. Therefore, a dollar increase is difficult to calculate. However, based on the FY 2020 total Seasonal Employee salary budget of \$230,828, estimates are that it should be well under \$5,000 annually. Stakeholders can find the BCPA Salaries - Seasonal account (10014125-61130) in the FY 2020 Proposed Budget Book titled “Budget Overview & General Fund” on page 166.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared By:	Angie Brown, Asst. Human Resources Manager
Reviewed By:	Nicole Albertson, Human Resources Director Jay Tetzloff, Parks, Recreation and Cultural Arts Director
Finance & Budgetary Review By:	Chris Tomerlin, Budget Manager Scott Rathbun, Finance Director
Legal Review By:	Jeffrey R. Jurgens, Corporation Counsel Angela Fyans, Deputy Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

Attachments:

- None



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: Finance and Administration

SUBJECT: Consideration of an Ordinance Establishing a Separate Fund within the City Budget to Track Revenues and Expenses Related to the Maintenance and Repair of City Streets and Sidewalks, titled the Capital Improvement Asphalt & Concrete Fund, as requested by the Finance and Administration Departments.

RECOMMENDATION/MOTION: The Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

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 raises revenue from two sources which are dedicated to the maintenance of the City's transportation infrastructure: the City's tax on local motor fuel, pursuant to Ordinance No. 2014-34 and No. 2019-20; and a portion of the City's Home Rule Sales Tax, pursuant to Ordinance No. 2015-62. These ordinances state those related revenues are to be used specifically for the street resurfacing program and sidewalk repairs and transportation infrastructure projects within the City. In order to increase transparency and specifically track those related revenues and expenses, Staff recommends a separate Capital Improvement Fund, the Capital Improvement Asphalt and Concrete Fund, be established. The existing Capital Improvement Fund will remain in effect and continue to be used for execution of the other General Fund related capital projects.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, all associated fund balance and related FY 2020 revenues and expenses will be transferred from the existing Capital Improvement Fund to the new Capital Improvement Asphalt and Concrete Fund. No net change to the pending FY 2020 Budget will occur.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Scott Rathbun, Finance Director

Finance Review By: Chris Tomerlin, Budget Manager



Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason  
City Manager

Attachments:

- FIN 1B ORDINANCE CAPITAL IMPROVEMENT ASPHALT AND CONCRETE

ORDINANCE NO. 2019 - \_\_\_\_\_

AN ORDINANCE ESTABLISHING A SEPARATE FUND WITHIN THE CITY BUDGET TO TRACK REVENUES AND EXPENSES RELATED TO THE MAINTENANCE AND REPAIR OF CITY STREETS & SIDEWALKS

BE IT ORDAINED BY THE CITY COUNCIL  
OF THE CITY OF BLOOMINGTON, ILLINOIS:

WHEREAS, the City of Bloomington is a home-rule municipality located in the County of McLean, State of Illinois; and

WHEREAS, The City raises revenue from two sources which are dedicated to the maintenance of the City's transportation infrastructure: the City's tax on local motor fuel, pursuant to Ordinance No. 2014-34 and No. 2019-20; and a portion of the City's Home Rule Sales Tax, pursuant to Ordinance No. 2015-62.

WHEREAS, These Ordinances state those related revenues are to be used specifically for the street resurfacing program and sidewalk repairs and transportation infrastructure projects within the City.; and

WHEREAS, to increase transparency and specifically track the revenues and projects associated with the street resurfacing program and sidewalk repairs and transportation infrastructure projects within the City, the City Council desires to create a separate fund within the City's budget.

NOW, THEREFORE, BE IT ORDAINED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

SECTION 1. The above stated recitals are incorporated herein by reference.

SECTION 2. The City Manager and Finance Director shall incorporate a separate fund within the City Budget, to be known as the Capital Improvement Asphalt and Concrete Fund, which shall specifically track all revenues and expenses related to the maintenance and repairs of City streets and sidewalks.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

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

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

SECTION 6. This Ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 7. This Ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 8<sup>th</sup> day of April 2019.

APPROVED this \_\_\_\_ day of April 2019.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Leslie Yocum, Interim City Clerk



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: Community Development

**SUBJECT:** Consideration of a Resolution authorizing a bid waiver and approving a Contract with Houseal Lavigne & Associates, in an amount not to exceed \$35,000, for Professional Consulting Services to perform an additional analysis of the R-3B Zoning District, as requested by the Community Development Department.

**RECOMMENDATION/MOTION:** The Resolution be approved, the Mayor and Interim City Clerk be authorized to execute the Resolution, and the City Manager authorized to sign the Contract and scope of work.

**STRATEGIC PLAN LINK:** Goals 4. Strong Neighborhoods and 5. Great places—Livable, sustainable cities.

**STRATEGIC PLAN SIGNIFICANCE:** Objectives 4c. Preservation of property/home valuations; 4e. Strong partnerships with residents and neighborhood associations; 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods; and 5b. City decisions consistent with plans and policies.

**BACKGROUND:** On March 11, 2019 the City Council wrapped up the comprehensive amendment to the zoning ordinance, a three year process, by unanimously voting to adopt a comprehensive text and map amendment. The revisions began in 2016 following the City's adoption of its Comprehensive Plan 2035 and involved multiple meetings with various stakeholder groups and the Planning Commission. Three public hearings were held on October 24, 2018, December 12, 2018, and February 13, 2019. At the December 12, 2018 public hearing, members from the community testified that they have concerns regarding the density allowed in the R-3B district, specifically for areas adjacent to Downtown Bloomington, consisting of approximately 258 properties. Opponents of the district expressed that the purpose and intention conflicted with other community goals of historic and neighborhood preservation. In addition to recommending a revised statement of purpose and intent for the district, the Planning Commission also recommended completing additional analysis on the appropriateness of the application of R-3B zoning on the fringe of Bloomington's downtown central business district by the end of FY 2020. City Council and staff supported this recommendation.

The City contracted Houseal Lavigne & Associates for the original ordinance revision. The firm is familiar with the zoning ordinance, the neighborhoods and already has access to data in the Community. Houseal Lavigne & Associates provided staff with a proposal for the analysis of the R-3B district in an amount not to exceed \$35,000.00. The scope of work in the proposal includes public meetings with residents, parcel analysis, draft recommendations and meetings with the Planning Commission and City Council. Staff supports the proposed scope of work and recommends City Council approve a bid waiver and

contract with Houseal Lavigne & Associates for the analysis. Funding for the analysis is budgeted in the Planning Division's FY 2019 Budget.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** On March 11, 2019, after multiple meetings and public hearings, City Council adopted a comprehensive text amendment to Chapter 44 of the City Code and recommended that staff complete additional analysis of the appropriateness of the R-3B zoning in the areas adjacent to downtown Bloomington. The request for additional analysis follows resident testimony presented at the December 12, 2018 public hearing on the text amendments.

**FINANCIAL IMPACT:** The City budgeted for consulting services in the Planning-Other Purchased Services account (10015420-70690); the additional expenses will not exceed \$35,000.00, and there are adequate funds in the account to cover the additional expense. Stakeholders can locate this in FY 2019 Budget Book titled "Budget Overview and General Fund" on page 280.

**COMMUNITY DEVELOPMENT IMPACT:** Goal N-1 Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods, Objective N-1.3. Redevelop the neighborhoods in the Preservation area while carefully protecting their historic nature and character; Objective N-1.2 Prioritize, with urgency, the revitalization of the neighborhoods in the regeneration area; and Goal H-2 Ensure reinvestment in the established older neighborhoods and compact development of the City, Objective H-2.2 Preserve historic homes and structures in the designated Preservation Area; Objective H-2.3 Rehabilitate housing in the designated Regeneration Area.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared By:	Katie Simpson, City Planner
Reviewed By:	Bob Mahrt, Community Development Director
Finance & Budgetary Review By:	Chris Tomerlin, Budget Manager Scott Rathbun, Finance Director
Legal Review By:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

Attachments:

- CD 3B HLA R3B RESOLUTION FOR BID WAIVER

- CD 3C HLA R3B CONTRACT

RESOLUTION NO. 2019 - \_\_

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING A CONTRACT WITH HOUSEAL LAVIGNE & ASSOCIATES FOR R-3B ZONING DISTRICT ANALYSIS

WHEREAS, the City of Bloomington recently contracted with Houseal Lavigne & Associates on a comprehensive amendment to the zoning ordinance; and

WHEREAS, following public testimony during the zoning ordinance amendment process, it was determined the City needs to conduct additional analysis of the R-3B Multifamily Zoning District regulations and application on properties located adjacent to Downtown Bloomington; and

WHEREAS, Houseal, Lavigne & Associates is the preferred provider for the analysis of the R-3B Zoning District due their past experience working with the City, familiarity with Bloomington's Comprehensive Plan and neighborhoods, and understanding of Bloomington's policies and recently adopted zoning ordinance; and

WHEREAS, City staff requests the formal bidding process be waived and the City Manager be authorized to enter into a new contract with Houseal Lavigne & Associates for the desired additional analysis.

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

That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to secure the contract with Houseal Lavigne & Associates for analysis of the R-3B Zoning District, and are authorized to execute any necessary documents to effectuate the contract.

PASSED this 8<sup>th</sup> day of April 2019.

APPROVED this \_\_\_\_ day of April 2019.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Leslie Yocum, Interim City Clerk



**CITY OF BLOOMINGTON CONTRACT WITH  
FOR PROFESSIONAL SERVICES FOR**

**THIS AGREEMENT**, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

**NOW THEREFORE**, the parties agree as follows:

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

**Section 2. Description of Services.** CONTRACTOR shall provide the services/work identified on Exhibit A.

**Section 3. Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

\_\_\_ A flat fee of \$ \_\_\_\_\_ as set forth in the payment terms attached as Exhibit B.

\_\_\_ Fees as set forth in the Payment Terms attached as Exhibit A.

**Section 4. Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

**Section 5. Reuse of Documents.** All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'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 the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

**Section 6. Standard of Care.** Services performed by CONTRACTOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

**Section 7. Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from and against liability arising out of CONTRACTOR'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

**Section 8. Insurance Requirements.** CONTRACTOR shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

**Section 9. Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

**Section 10. Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

**Section 11. Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

**Section 12. Compliance with FOIA Requirements.** CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

**Section 13. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Section 14. Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

**Section 15. Attorney Fees.** In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

**Section 16. 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 17. Term.** The term of this Contract shall be:

Until all of the services and/or deliverables required to provided within this Contract are completed.

8ch\_ ane /#fiyear from the date of execution.

8ch\_ fwo /Sfiyears from the date of execution.

Other: \_\_\_\_\_  
\_\_\_\_\_

The Contract shall also be subject to the following renewal terms, if any: \_\_\_\_\_  
\_\_\_\_\_

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

**Section 18. Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

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

**EXHIBIT A**  
**SCOPE OF SERVICES / WORK PROVIDED**  
**& PAYMENT TERMS**



## MEMORANDUM

**Date:** March 26, 2019

SENT VIA EMAIL

**To:** Katie Simpson, City Planner  
City of Bloomington, IL

**From:** John Houseal, FAICP  
Principal | Cofounder

**Re: R-3B Zoning District Analysis  
Proposed Scope and Budget**

The purpose of this memorandum is to provide the City of Bloomington with a proposed scope of work and budget to complete an analysis of the R-3B zoning district as requested by the Bloomington Planning Commission.

### Background

The R-3B High Density Multi-Family Residential District allows for up to seventy (70) dwelling units per acre and up to six stories, the highest residential density allowed in Bloomington. The district also allows for smaller sized single-family lots than the other districts. Approximately twenty blocks, or 258 lots, zoned R-3B are located on the fringe of Downtown Bloomington and developed with single-, two-, and converted multi-family homes; these areas do not take advantage of the maximum allowed density and the existing mix of buildings and uses suggest the market does not demand a density of seventy dwelling units per acre. Many of the existing buildings were constructed around 1900 and a number of properties east of downtown are designated as local historic resources.

The Comprehensive Plan 2035 recognizes the area east of downtown as “Preservation” area. The Plan recommends balancing preservation with market demands of demolition or conversion. The R-3B properties located in the Preservation Area are adjacent to the B-3 Central Business District and the R-2 Mixed Residential District. The Comprehensive Plan designates the area west of downtown as “Regeneration” area and states that the area has high concentrations of crime, decreasing assessed values, higher rates of lower income families and is a food desert. The Plan recommends a comprehensive and collaborative approach for revitalizing the area. The R-3B areas located in the Regeneration Area are also adjacent to the B-3 Central Business District and the R-2 Mixed Residential Districts. Some properties are also adjacent to the GAP Form Based Code districts.

HOUSEAL LAVIGNE  
ASSOCIATES, LLC

188 West Randolph Street, Suite 200  
Chicago, IL 60601-2901  
(312) 372-1008

[www.hlplanning.com](http://www.hlplanning.com)  
[info@hlplanning.com](mailto:info@hlplanning.com)

**Proposed Scope**

We propose to investigate the appropriateness of the R-3B district adjacent to the Downtown in the context of the neighborhood character, neighborhood concerns, and goals of the Comprehensive Plan, and provide policy recommendations to City Council accompanied by any necessary zoning text and map amendments.

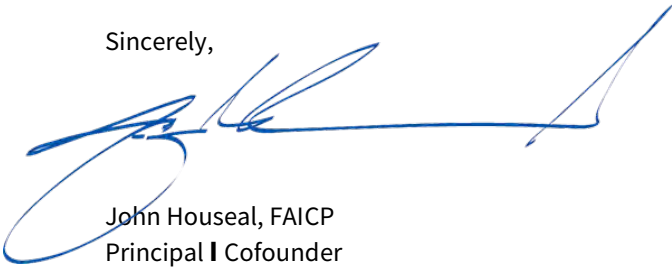
1. Research and Assessment of existing regulations/requirements
  - a. Parcel Analysis
  - b. Density Analysis
2. Meeting with the Preservation Area stakeholders
3. Meeting with Regeneration Area Stakeholders
4. Draft recommendations
5. City Staff Review
6. Presentation to Planning Commission
7. Revised recommendation
8. Presentation to City Council
9. Public Hearing
10. Council Action

**Budget**

We propose a “not to exceed” budget amount of \$35,000 for this project, including all professional fees and direct expenses.

We appreciate this opportunity to continue working with the City of Bloomington and we look forward to creating responsive and effective recommendations and strategies for the R-3B District adjacent to downtown.

Sincerely,



John Houseal, FAICP  
Principal | Cofounder

Accepted by City of Bloomington

Name/Title: \_\_\_\_\_

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

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

Payment Terms for Professional Consulting Services (per attached scope): Houseal Lavigne & Associates provided staff with a scope of work for the recommended additional analysis of the R-3B district not to exceed \$35,000.00. The scope includes additional public meetings with residents, parcel analysis, draft recommendations and meetings with the Planning Commission and City Council.