



**CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
NOVEMBER 23, 2020**



**COMPONENTS OF THE COUNCIL AGENDA**

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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, please 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 agenda items appearing on the Council’s Meeting Agenda. Persons who wish to address the Council should provide new information that is pertinent to the issue before them.

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, seek additional information, or deliberate prior to making a decision will be placed on the Regular Agenda.

**MAYOR AND COUNCIL MEMBERS**

Mayor, At-Large - Tari Renner

**City Council Members**

- Ward 1 - Jamie Mathy
- Ward 2 - Donna Boelen
- Ward 3 - Mboka Mwilambwe
- Ward 4 - Julie Emig
- Ward 5 - Joni Painter
- Ward 6 - Jenn Carrillo
- Ward 7 - Mollie Ward
- Ward 8 - Jeff Crabill
- 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



REGULAR SESSION CITY COUNCIL MEETING AGENDA  
CITY COUNCIL CHAMBERS  
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701  
MONDAY, NOVEMBER 23, 2020, 6:00 P.M.

THIS MEETING WILL BE HELD VIRTUALLY. LIVE STREAM AVAILABLE AT:  
[www.cityblm.org/live](http://www.cityblm.org/live)

Prior to 15 minutes before the start of the meeting, 1) those persons wishing to provide public comment or testify at the meeting must register at [www.cityblm.org/register](http://www.cityblm.org/register), and/or 2) those persons wishing to provide written comment must email their comments to [publiccomment@cityblm.org](mailto:publiccomment@cityblm.org).

Members of the public may also attend the meeting at City Hall. Attendance will be limited to 10 people including staff and Board Members and will require compliance with City Hall COVID-19 protocols and social distancing. Participants and attendees are encouraged to attend remotely.

The rules for participation and attendance may be subject to change due to changes in law or to executive orders relating to the COVID-19 pandemic occurring after the publication of this agenda. Changes will be posted at [www.cityblm.org/register](http://www.cityblm.org/register).

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. COVID-19 Update by City Manager
6. Recognition/Appointments
  - A. Proclamation recognizing November 28, 2020 as Small Business Saturday, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
7. Public Comment

*This meeting is being held virtually via live stream. Public comment will be accepted up until 15 minutes before the start of the meeting. Written public comment must be emailed to [publiccomment@cityblm.org](mailto:publiccomment@cityblm.org) and those wishing to speak Live must register at <https://www.cityblm.org/register>.*
8. Consent Agenda

Clerk-led Roll Call Vote

- A. Consideration and action to approve Bills and Payroll in the amount of \$10,281,250.27, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- B. Consideration and action to approve Appointments to various Boards and Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments be approved.)*
- C. Consideration and action to approve a Purchase Order with Dell, Inc. for the 2020 Microsoft Enterprise Software Annual Renewal, for software maintenance and support covering the City's Microsoft licensing, in the amount of \$203,413.96 from the State of Illinois Department of Innovation and Technology Joint Purchasing Contract CMT #1176800, as requested by the Information Technology Department. *(Recommended Motion: The proposed Purchase Order be approved.)*
- D. Consideration and action to approve a Contract with Morton Salt, Inc., for the purchase of rock salt at a unit price of \$61.97 per ton, not to exceed \$371,820, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- E. Consideration and action on an Ordinance Approving an Application Submitted by Aldi, Inc. Requesting Approval of a Legislative Site Plan Review for a Grocery Store at Property Commonly Located at Village Lane and South Mercer Avenue in Bloomington IL 61704, Zoned B-1 General Commercial District, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- F. Consideration and action on an Ordinance Authorizing a Text Amendment to the Bloomington Zoning Ordinance, Chapter 44 of the City Code, to Establish the R-D Downtown Neighborhood Residence District, and Further Authorizing Map Amendments to the Official Zoning Map for Properties in the City of Bloomington, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- G. Consideration and action on an Ordinance Concurring with a Technical Correction to the Bloomington Normal Enterprise Zone Boundary Amendment - The Ferrero Expansion, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

## 9. Regular Agenda

### Clerk-led Roll Call Vote

- A. Consideration and action on a Resolution Awarding the Request for Proposal (RFP# 2021-17) for the FY2020 Tax Exempt Capital Equipment Lease to Clayton Holdings, LLC - Equity Subsidiary of Commerce Bank for \$4,282,628, as requested by the Finance Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Scott Rathbun, Director of Finance, 5 minutes; and City Council discussion, 5 minutes.)*
- B. Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving an Agreement with Invoice Cloud, Inc., for

Use of its Electronic Bill Presentment and Payment Solution, as requested by the Finance Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Scott Rathbun, Director of Finance; Craig McBeath, Director of Information Services, 15 minutes; and City Council discussion, 15 minutes.)*

- C. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department. *(Recommended Motion: No modifications recommended at this time.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*

**10. Finance Director's Report**

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

**11. City Manager's Discussion**

**12. Mayor's Discussion**

**13. Council Member's Discussion**

**14. Executive Session - Cite Section**

Clerk-led Roll Call Vote

**15. Adjournment**

Voice Vote

# RECOGNITIONS



**RECOGNITION/APPOINTMENTS ITEM NO. 6.A**

**FOR COUNCIL:** November 23, 2020

**SPONSOR:** Administration Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Proclamation recognizing November 28, 2020 as Small Business Saturday, as requested by the Administration Department.

**RECOMMENDED MOTION:**

None; recognition only.

**STRATEGIC PLAN LINK:**

-Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 5b. City decisions consistent with plans and policies

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

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

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

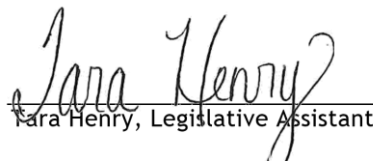
Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

  
Billy Ryus, Deputy City Manager

11/13/2020

  
Tara Henry, Legislative Assistant

11/13/2020

Recommended by:

  
Tim Gleason, City Manager



**Attachments:**

- ADM 1B Proclamation Small Business Saturday

# ***PROCLAMATION***

## ***In Recognition of Small Business Saturday November 28, 2020***

**WHEREAS**, the City of Bloomington, Illinois celebrates our local small businesses and the contributions they make to our local economy and community; and

**WHEREAS**, small businesses are a vital component of the City of Bloomington economy by creating quality jobs for our residents, engaging in philanthropic and civil concerns, helping preserve neighborhoods and key business corridors, and improving the quality of our citizens; and

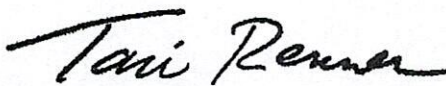
**WHEREAS**, support of local small businesses is critical to maintaining a robust and socially, environmentally, and financially sustainable community; and

**WHEREAS**, the City of Bloomington values local small businesses and celebrates the diversity of goods and services they provide and the contributions they make to our community; and

**WHEREAS**, a significant amount of commerce in Bloomington and across the United States is conducted around the Thanksgiving Holiday during which Small Business Saturday occurs; and

**WHEREAS**, residents of Bloomington are being asked to support local small businesses on Small Business Saturday, November 28<sup>th</sup>, and throughout the year as a way to boost the local economy and strengthen Bloomington's small business community:

**THEREFORE, BE IT RESOLVED** that I, Tari Renner, Mayor of the City of Bloomington, do hereby proclaim November 28, 2020 as **Small Business Saturday** in the City of Bloomington and commend its observance to all citizens.



Tari Renner  
Mayor



Leslie Yocum  
City Clerk

# CONSENT AGENDA



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

**FOR COUNCIL:** November 23, 2020

**SPONSOR:** Finance Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve Bills and Payroll in the amount of \$10,281,250.27, as requested by the Finance Department.

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

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

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

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

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

**FINANCIAL IMPACT:** Total disbursements to be approved \$10,281,250.27 (Payroll total \$2,669,786.59, Accounts Payable total \$6,170,366.22, and Bank Transfers total \$1,441,097.46).

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

F. Scott Rathbun, Finance Director

11/18/2020

Tara Henry, Legislative Assistant

11/19/2020

Recommended by:



Tim Gleason, City Manager

**Attachments:**

- FIN 1B Council Finance Summary Report

## CITY OF BLOOMINGTON FINANCE REPORT

**PAYROLL**

Date	Gross Pay	Employer Contributions	
11/6/2020	\$ 2,107,153.36	\$ 544,497.39	\$ 2,651,650.75
11/4/2020	\$ 16,047.35	\$ 2,088.49	\$ 18,135.84
Off Cycle Adjustments		.	
		<b>PAYROLL TOTAL</b>	<b>\$ 2,669,786.59</b>

**ACCOUNTS PAYABLE (WIRES)**

Date	Bank	Total
11/23/2020	AP General	\$ 6,067,711.67
11/23/2020	AP JM Scott	\$ 825.00
11/23/2020	AP Comm Devel	\$ 5,178.43
11/23/2020	AP IHDA	\$ 13,886.37
11/23/2020	AP Library	\$ 27,153.69
	AP MFT	
11/5/2020-11/12/2020	Out of Cycle	\$ 55,611.06
6/17/2020-11/5/2020	AP Bank Transfers	\$ 1,441,097.46
<b>AP TOTAL</b>		<b>\$ 7,611,463.68</b>

**PCARDS**

**Date Range**  
Transactions are now included in  
AP Bank Transfers

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**PCARD GRAND TOTAL**

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<b>TOTAL</b>	<b>\$ 10,281,250.27</b>
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Respectfully,

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**F. Scott Rathbun**  
Director of Finance



## CONSENT AGENDA ITEM NO. 8.B

**FOR COUNCIL:** November 23, 2020

**SPONSOR:** Administration Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve Appointments to various Boards and Commissions, as requested by the Administration Department.

**RECOMMENDED MOTION:**

The proposed Appointments be approved.

**STRATEGIC PLAN LINK:**

-Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 5b. City decisions consistent with plans and policies

**BACKGROUND:** The Mayor of the City of Bloomington has nominated, and asks your concurrence in the appointment of:

**Historic Preservation Commission:** Dawn Peters to the Historic Preservation Commission. Dawn is being appointed to fill a vacancy on the Commission. Her term will be effective immediately, with an expiration date of 4-30-21, at which time she will be eligible to reapply. Application is on file in the Administration Office.

**Human Relations Commission:** Nibandhini Kinikar to the Human Relations Commission. Nibandhini is being appointed to fill a vacancy on the Board. Her term will be effective immediately and will expire 4-30-22, at which time she will be eligible to reapply. Application is on file in the Administration Office.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic; however, this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

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

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:



Billy Iyus, Deputy City Manager

11/13/2020



Tara Henry, Legislative Assistant

11/13/2020

Recommended by:



Tim Gleason, City Manager

**Attachments:**

- ADM 2B Historic Preservation Commission
- ADM 2C Human Relations Commission



## Historic Preservation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		Ann	Bailen	04/30/21	2015	04/23/18
x		Robert	Castillo	04/30/23	2020	05/26/20
x		Georgene	Chissell	04/30/23	2017	04/27/20
x	Chair	Lea	Cline	04/30/23	2016	04/27/20
x	Architect	Paul	Scharnett	04/30/23	2017	04/27/20
x		Sherry	Graehling	04/30/22	2012	04/22/19
x		Greg	Koos	04/30/22	2020	10/26/20
	Staff	Katie	Simpson			

## Human Relations Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	First Appt	Appointment Date
x		Kiranmayi (Kiran)	Konam	04/30/23	2014	04/27/20
x		Gary	McGinnis	04/30/23	2018	04/27/20
x		Anthony	Jones	04/30/21	2016	04/23/18
x	Chair	Rhonda	Smith	04/30/23	2011	04/27/20
x		Suresh	Krishna	04/30/22	2013	04/22/19
x		Ky	Ajayi	04/30/22	2019	04/22/19
x		Netia	Carey	04/30/23	2020	04/27/20
	Staff	Michael	Hurt			



## CONSENT AGENDA ITEM NO. 8.C

**FOR COUNCIL:** November 23, 2020

**SPONSOR:** Information Technology Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve a Purchase Order with Dell, Inc. for the 2020 Microsoft Enterprise Software Annual Renewal, for software maintenance and support covering the City's Microsoft licensing, in the amount of \$203,413.96 from the State of Illinois Department of Innovation and Technology Joint Purchasing Contract CMT #1176800, as requested by the Information Technology Department.

**RECOMMENDED MOTION:**

The proposed Purchase Order be approved.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** The City participates in an EA (Enterprise Agreement) with Microsoft Corporation to use its Microsoft licenses. The EA is implemented in successive three-year agreements. Assuming Council approval, this year would mark the beginning of another three-year agreement, which would run through October 2023. The current request would provide Microsoft licensing through October 2021. Staff will come back to Council for expenditure approval for the following two years of the contract.

These licenses include desktop and server operating systems, enterprise databases, office productivity software, email services, security and device management, team collaboration, video conferencing, network management software, and terminal emulation software to provide desktop application services across some of the City's slower WAN (Wide Area Network) links. Participation in the EA agreement provides version updates to all software, support, training, and transition rights to software when computer hardware is replaced.

Costs for the previous three (3) years of Microsoft EA licensing were:

FY2020	\$176,166.17
FY2019	\$176,166.17
FY2018	\$175,988.15

The FY 2021 payment is higher as it includes additional email licensing for City staff and Microsoft Advanced Threat Protection for all users.

As the Microsoft EA is a three-year agreement, licensing costs are spread across all three years. There are provisions within the agreement allowing the City to terminate should funds not be available in future budget years.

The City can participate in the Microsoft EA under the State of Illinois Joint Purchasing Contract (Contract: JPMC Microsoft Licensing Solutions Provider (LSP), CMT1176800 - valid through 7/30/2024) under which the State of Illinois has negotiated with Microsoft for lower licensing costs. The Microsoft reseller selected to manage the State of Illinois contract is Dell Marketing L.P. As such, the City may only participate in the Microsoft EA by purchasing through Dell Marketing L.P.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority because Microsoft EA provides a large portion of the City's information services software and operating systems needed to perform essential services. The Finance Department is monitoring the financial impact of the pandemic.

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

**FINANCIAL IMPACT:** This item is included in the FY 2021 Budget under Information Services-Repair/Maintenance Office and Computer Equipment account (10011610-70530). Stakeholders can locate this in the FY 2021 Budget Book titled "Budget Overview & General Fund" on page 158.

**COMMUNITY DEVELOPMENT IMPACT: N/A**

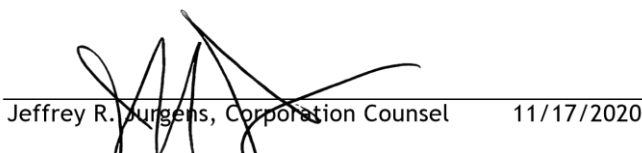
Respectfully submitted for Council consideration.

Prepared by: Craig McBeath, Director of Information Technology

Reviewed by:

  
Craig McBeath, Director of Information Technology 11/12/2020

  
Chris Tomertin, Budget Manager 11/16/2020

  
Jeffrey R. Jurgens, Corporation Counsel 11/17/2020

  
Tara Henry, Legislative Assistant 11/18/2020

Recommended by:



Tim Gleason, City Manager

**Attachments:**

- IS 1B City of Bloomington - EA (DELL)
- IS 1C Enterprise Agreement for Government
- IS 1D Executed MS LSP JPMC Master CMT1176800
- IS 1E Dell Marketing LP-IL\_Good Standing



The PO needs to be addressed to DELL  
 Sydney Laughley  
 Software Account Manager  
[sydney\\_laughley@dell.com](mailto:sydney_laughley@ dell.com)  
 512-728-9177

Company
City of Bloomington

Date	Quote #	Enrollment #
10/13/2020	SXL201013	6828473

Contact: Craig McBeath  
 Email: [cmcbeath@cityblm.org](mailto:cmcbeath@cityblm.org)

MFG. Part #	Gov EA Product	Level	Qty Needed	Unit price for 12 months	Total per year
AAA-11924	O365GCCe3fromSA ShrdSvr ALNG SubsVL MVL PerUsr	D	660	\$ 176.67	\$ 116,602.20
AAD-32904	EntMobandSecE3GCC Shared Alng MonthlySub Addon ToUsrCrCAL	D	5	\$ 56.69	\$ 283.45
AAA-12417	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr	D	660	\$ 14.83	\$ 9,787.80
KV3-00353	WINENTperDVC ALNG SA MVL Pltfrm	D	555	\$ 40.15	\$ 22,283.25
3GU-00001	O365AdvThrtPrtctPln1GCC ShrdSvr ALNG SubsVL MVL PerUsr	D	770	\$ 17.95	\$ 13,821.50
3NS-00003	ExchgOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr	D	110	\$ 70.86	\$ 7,794.60
DDJ-00001	PwrBlProGCC ShrdSvr ALNG SubsVL MVL PerUsr	D	8	\$ 88.81	\$ 710.48
076-01912	Prjct Std ALNG SA MVL	D	6	\$ 111.01	\$ 666.06
D87-01159	VisioPro ALNG SA MVL	D	11	\$ 95.26	\$ 1,047.86
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	D	48	\$ 157.46	\$ 7,558.08
9GA-00313	CISSteStdCore ALNG SA MVL 2Lic CoreLic	D	320	\$ 32.28	\$ 10,329.60
359-00792	SQLCAL ALNG SA MVL DvcCAL	D	24	\$ 32.28	\$ 774.72
228-04433	SQLSvrStd ALNG SA MVL	D	6	\$ 139.35	\$ 836.10
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	D	18	\$ 554.26	\$ 9,976.68
9EN-00198	SysCtrStdCore ALNG SA MVL 2Lic CoreLic	D	8	\$ 17.32	\$ 138.56
T98-00798	WinRightsMgmtSrvcsCAL WinNT ALNG SA MVL DvcCAL	D	1	\$ 6.30	\$ 6.30
6VC-01253	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL	D	46	\$ 17.32	\$ 796.72

Contract Code C000000765005

<b>1 Year Total</b>	<b>\$ 203,413.96</b>
<b>3 Year Total</b>	<b>\$ 610,241.88</b>

Agreement Summary	
Agreement #	6828473
Master Agreement #	01E73861
Agreement Type	Standard Enrollment
Customer Name	City of Bloomington (8F3B1748)
Agreement Start Date	11/1/2017
Agreement End Date	10/31/2020
Renewal End Date	10/31/2023
Program	Enterprise 6
Updated EA	Yes
National Cloud	No
Agreement Type	Government
Agreement Status	Active

Approved by City Manager Tim Gleason

Date Signed

# Enterprise Agreement for Government

## PROGRAM BRIEF



The Enterprise Agreement for Government gives you the flexibility to choose among on-premises software and cloud services to best suit your user needs, and helps you optimize your technology spend as business priorities change.

The Microsoft Enterprise Agreement (EA) for Government provides your eligible government organization with the best overall pricing based on your eligibility as a government organization, the benefits of Software Assurance, as well as simplified licensing management via your organization-wide agreement. And as more public sector organizations implement cloud services, the EA for Government now provides a seamless way to license both on-premises software and cloud services all in the same agreement. With a single agreement, you will enjoy the flexibility of being able to choose software and cloud services for different user types, optimize your technology spend to fit your IT and user needs, and streamline software compliance and asset management across all of your Microsoft purchases.

### Enterprise Agreement and Subscription Program Options

You can choose to purchase your software licenses via Enterprise Agreement Enrollments or subscribe to licenses through the Enterprise Subscription programs. Based on a three-year term, with the ability to add and adjust products and online services over time, the **Enterprise Enrollment** offers pricing advantages beyond standard license and subscription pricing. Should you add new users or devices during your Enrollment, you can equip them with software and cloud services you are already using and then account for these changes through an annual reconciliation process known as “True Up.”

**Enterprise Subscription programs** provide similar advantages as the Enterprise Agreement Enrollments with lower annual costs based on a three-year subscription and the ability to increase or decrease licenses and subscription counts on an annual basis. This ability to grow or downsize subscription counts may be attractive, especially if you expect significant fluctuations in workforce size and IT requirements. However, unlike the Enterprise Agreement Enrollments where you retain perpetual use rights for the licenses you purchase, with subscription programs you gain access to Microsoft software and cloud services for as long as you maintain your subscription.

### Improved flexibility for licensing cloud services

Keeping pace with the expanding array of Microsoft cloud services, the Enterprise Agreement for Government gives you the flexibility to choose among on-premises software and cloud services to best suit your user needs and help you optimize your technology spend. And when you choose to transition aspects of your IT to the cloud, your Enterprise Agreement for Government helps you:

- Transition to cloud services at your own pace
- Move users back and forth between on-premises software and cloud services
- Match and adjust online service plans to meet user needs
- Easily add and adjust new online service users above your EA commitment

## Enrollments for cost-effective licensing

With the Enterprise Agreement for Government you decide whether you want to take advantage of various enrollments, the most well-known perhaps being the **Enterprise Enrollment**. With the Enterprise Enrollment, you can choose to run a mix of device software and cloud services across your organization. Such organization-wide implementations help you reduce device and user management and support costs, and also provide additional pricing advantages beyond your standard government price level.

### Take Advantage of other Enrollment Programs

Microsoft extends the value of the Enterprise Agreement for Government by offering enrollments that help you license solution-focused technology suites of Microsoft’s most popular application and infrastructure products. They can be a very cost-effective way to license software and solutions to address key organizational objectives, like building a secure and well managed data center (ECI) or helping your IT staff build, manage and maintain applications that support your organization (EAP).

Other Enrollments include:

<p><b>Enrollment for Application Platform (EAP)</b> Get flexible and cost-effective licensing for standardizing on the Microsoft Application Platform (SQL Server 2012, Visual Studio 2012, BizTalk Server, SharePoint Server 2010)</p>	<p><b>Enrollment for Core Infrastructure (ECI)</b> Save money through volume licensing to build the foundation for a protected and well-managed datacenter (Windows Server 2012, Systems Center, Forefront Client Security)</p>	<p><b>Enterprise Enrollment additions</b> Add Premier Support and Professional Services through the Enterprise Agreement</p>
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### Boost Productivity with Software Assurance

All Enterprise Agreements for Government include Software Assurance (SA) for on-premises software to help you boost productivity across your organization with new software versions, deployment planning, 24x7 phone and web support, training and unique technologies such as Windows 8 Enterprise Edition and the Microsoft Desktop Optimization Pack.

While most Software Assurance benefits are designed for on-premises software licenses, you can utilize the SA Deployment Planning Services to develop plans to move users to cloud services, in addition to planning for on-premises deployments. The License Mobility benefit lets your organization deploy certain server application licenses purchased under your Volume Licensing agreement in an Authorized Mobility Partner’s datacenter.

### Maximize uptime with Premier Support Services

The Enterprise Agreement for Government allows you to add a variety of Microsoft Premier Support offerings to provide the optimum level of pro-active and reactive support for your Microsoft software environment.



## How the Enterprise Agreement for Government Works

The Enterprise Agreement is appropriate for your organization if you meet the government eligibility requirements, have more than 250 PCs, devices and/or users, and want to license software and cloud services for your organization for a minimum, three-year period. During this period you may take advantage of a government price level and can adjust your Microsoft on-premises software and cloud service licenses in two ways:

- If you add new users or devices, you can equip them with software and cloud services you're already using and then account for these changes at your next agreement anniversary.
- If you want new products or cloud services, you can order these through your Microsoft Reseller at any time during your agreement.

## Using the Enterprise Agreement for Government

Designated members of your organization gain access to the following online tools to use and manage aspect of your Enterprise Agreement for Government.

- Volume Licensing Service Center ([www.microsoft.com/licensing/servicecenter/](http://www.microsoft.com/licensing/servicecenter/)). Use the Volume Licensing Service Center (VLSC) to download licensed products, access product keys, and manage your Volume Licensing agreements and license acquisition activity—all in one online location.
- Software Assurance Benefits ([www.microsoft.com/softwareassurance](http://www.microsoft.com/softwareassurance)). Activating your organization's Software Assurance benefits is easy. Most benefits can be activated and accessed through the Volume Licensing Service Center (VLSC). The Software Assurance Web site provides everything you need to know.
- Managing Online Services ([www.microsoft.com/online/signin.aspx](http://www.microsoft.com/online/signin.aspx)). Customers who purchase Microsoft Online Services via their Volume License Program can manage many of their online services through the Microsoft Online Administration Center.

With your Enterprise Agreement for Government you can license the full breadth of Microsoft Cloud Services as they become available.



Microsoft Office 365 offers cloud versions of Microsoft's most trusted communications and collaboration products with the latest version of the Office suite.



Windows Intune helps you manage and secure PCs anywhere with cloud services, and provides the best Windows experience with upgrades to Windows 8 Enterprise.



Microsoft Dynamics CRM Online offers flexible sales, marketing and service solutions that integrate with other Microsoft products, plus customization and partner offerings.

## Buying, Renewing or Adding to your Enterprise Agreement

To buy, renew, or add products and services to your Enterprise Agreement, contact your Government Reseller Partner, Microsoft Authorized Enterprise Software Advisor (ESA) or Microsoft Authorized Large Account Reseller (LAR). Flexible payment options are available and include:

- Pay the full amount at the time of order.
- Spread payments across agreement anniversaries (pay one-third at the time of order and one-third on each of the next two agreement anniversaries) for license and Software Assurance or Software Assurance only.
- Use Microsoft Financing to help finance a complete range of technology needs, including software, services, partner products, and hardware.

Contact your preferred Microsoft Reseller.

- In the United States, call (800) 426-9400, or [find an authorized reseller](#).
- In Canada, call the Microsoft Resource Centre at (877) 568-2495.

### Worldwide

For information about Volume Licensing for Government offerings available in your area, find the [Microsoft Volume Licensing website](#) for your country/region.

### Academic and Charitable Organizations

If you are affiliated with an academic or charitable organization there are additional Volume Licensing programs available to you, which may include additional partner and pricing advantages. Visit the [Microsoft Volume Licensing website](#) for more information.

### Learn more

**Microsoft Volume Licensing** [www.microsoft.com/licensing](http://www.microsoft.com/licensing)

**Government Eligibility Requirements** [www.microsoft.com/licensing/licensing-options/for-industries.aspx#tab=1](http://www.microsoft.com/licensing/licensing-options/for-industries.aspx#tab=1)

**Microsoft Online Services** [www.microsoft.com/licensing/onlineservices](http://www.microsoft.com/licensing/onlineservices)

**Software Assurance** [www.microsoft.com/softwareassurance](http://www.microsoft.com/softwareassurance)

**Microsoft Financing** [www.microsoft.com/licensing/how-to-buy/financing.aspx](http://www.microsoft.com/licensing/how-to-buy/financing.aspx)

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Microsoft

STATE OF ILLINOIS  
Contract  
Illinois Department of Innovation and Technology  
JPMC Microsoft Licensing Solutions Provider (LSP)  
CMT1176800

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The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)



No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**




In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

STATE OF ILLINOIS  
 Contract  
 Illinois Department of Innovation and Technology  
 JPMC Microsoft Licensing Solutions Provider (LSP)  
 CMT1176800

**VENDOR**

Vendor Name: Dell Marketing L.P.	Address (City/State/Zip): One Dell Way, Round Rock, TX 78682
Signature: 	Phone: 
Printed Name: Rita Roles	Fax:
Title: Sr Contracts Manager	Email: Rita.Roles@dell.com
Date: 06/25/20	

**STATE OF ILLINOIS**

Procuring Agency: Illinois Department of Innovation and Technology	Phone:
Street Address: 120 West Jefferson Street	Fax:
City, State ZIP: Springfield IL 62072	
Official Signature: 	Date: 7/10/20
Printed Name: Ron Guerrier	
Official's Title: Secretary	
Legal Signature: 	Date: July 9, 2020
Legal Printed Name: Margaret van Dijk	
Legal's Title: General Counsel	
Fiscal Signature: 	Date: 7/9/2020
Fiscal's Printed Name: Brian Turner	
Fiscal's Title: Acting Chief Fiscal Officer	

Agreed as to Legal form and content  
 JB - 06/25/2020

**AGENCY USE ONLY**

**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 20-448DOIT INFOT-B-0000
- Project Title: JPMC Microsoft Licensing Solutions Provider (LSP)
- Contract #: CMT1176800
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: B-11972
- BidBuy / Bulletin Publication Date: 12 /13 /19
- Award Code: A
- Subcontractor Utilization?  Yes  No      Subcontractor Disclosure?  Yes  No
- Funding Source:
- Obligation #:
- Small Business Set-Aside?  Yes  No      Percentage:
- Minority Owned Business?  Yes  No      Percentage:
- Women Owned Business?  Yes  No      Percentage:
- Persons with Disabilities Owned Business?  Yes  No      Percentage:
- Veteran Owned Small Business?  Yes  No      Percentage:
- Other Preferences?

## 1. DESCRIPTION OF SUPPLIES AND SERVICES

**1.1. SUPPLIES AND/OR SERVICES REQUIRED:** The Illinois Department of Innovation and Technology, in cooperation and agreement with the Chief Procurement Officer for General Services, is executing a contract with Vendor for the purchase of Microsoft software licensing/subscription, support and services available via the State's Microsoft Enterprise Agreement, Server Cloud Enrollment, Select Plus, and Premier/Unified Support agreements. This contract is a Joint Purchase Master Contract (JPMC) and is available to all governmental units and qualified not-for-profit agencies.

The State of Illinois has entered into a Select Plus Agreement, a Master Services Agreement, a Premier/Unified Support Agreement, a Server Cloud Enrollment Agreement and an Enterprise Agreement with Microsoft.

Vendor shall act as agent of record during the term of this contract and shall maintain and update the licensing records of each eligible agency that purchases from this contract. Vendor shall be responsible for fulfilling orders placed against the Premier/Unified Support, Select Plus, Server Cloud Enrollment, and Enterprise Agreements.

Premier/Unified Support used by the State of Illinois is intended to provide advanced support and assistance in cases of critical systems being at risk both from an IT infrastructure and IT application development perspective; implementation and engineering advice; implementation kick start; and training on specific Microsoft product solutions. This is not intended to be used for acquiring long term services for IT application development, application maintenance and/or routine daily IT and business operations. All releases for Premier/Unified Support require a Statement of Work with defined deliverables, timelines, Vendor/Ordering Entity responsibilities, and detailed costs showing contract percentage off.

Vendor shall be responsible for the preparation and submission of applicable reports in proper format to Microsoft to ensure the buyer receives proper credit for all purchases of Microsoft products against the Microsoft Select Plus, Server Cloud Enrollment, Premier/Unified Support and Enterprise Agreement programs. The Vendor shall be responsible for the resolution of any report discrepancies with Microsoft to ensure the buyer receives appropriate credit for all Microsoft program specific purchases.

The State shall have no minimum purchase obligation or minimum order requirement under this contract. Orders against this contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement (BOA)) on an as needed, if needed basis. Other governmental units and qualified not-for-profit agencies will submit their own purchase forms. Orders written through and including the last day of the resulting

contract shall be honored. Each individual order will have its own ship to/bill to information.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. If an item becomes discontinued or otherwise not available during the term, the vendor may propose to substitute an equivalent or better product at no additional cost, subject to approval by the Department of Innovation and Technology.

The State recognizes that a manufacturer may make changes to service offerings at any time during the contract term (including optional renewals). Vendor is responsible for notifying buyer of such changes. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed supplies and/or services.

**1.2. MILESTONES AND DELIVERABLES: NA**

**1.3. VENDOR / STAFF SPECIFICATIONS:** Vendor shall remain a Licensing Solutions Provider (LSP) authorized to resell Microsoft Products, support, and services throughout the term of this contract and any renewals. Vendor shall remain responsible for and authorized to provide pre- and post-sales support, where applicable and as detailed in this Contract.

**1.4. TRANSPORTATION AND DELIVERY:** Delivery and/or electronic delivery shall be as stated on each individual order. Vendor shall not charge for shipping/handling

**1.5. SUBCONTRACTING**

Subcontractors are allowed. If a vendor utilizes a subcontractor, it must be identified below. Please see Section 1.5.5 for adding or changing subcontractor(s) after execution of a contract.

1.5.1. Will subcontractors be utilized?  Yes  No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.5.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

**If additional space is necessary to provide subcontractor information, please attach an additional page.**

1.5.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.5.4. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.5.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

#### 1.6. SUCCESSOR VENDOR

- Yes  No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units



performing substantially similar work to the services covered by the contract subject to its bid or offer; and

- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

**1.7. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Illinois and various other locations

Value of services performed at this location: 100%

- Location where services will be performed: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text](#)

**2. PRICING**

**2.1 FORMAT OF PRICING:**

2.1.1 Vendor's pricing is shown below.

	PART 1 Product Categories	Percentage Discount off ERP Pricing Level D
1	Enterprise Agreement	21.27%
2	Server Cloud Enrollment	21.27%
3	Select Plus	16.91%

	PART 2 Premier/Unified Support	Percentage Mark Up
1	Premier/Unified Support	0%

**2.2 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.

**2.3 EXPENSES ALLOWED:** Expenses are not allowed.

**2.4 DISCOUNT:** The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice.

**2.5 VENDOR'S PRICING:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor's Price for the Initial Term: Discount Percentage off Microsoft published ERP pricing level D /Mark Up Percentage as shown in Tables in Section 2.1.1.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed pricing.

If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

2.5.2. Renewal Compensation: This contract has no renewal options.

**2.6 MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$NA without a formal amendment.

### 3. TERM AND TERMINATION

**3.1 TERM OF THIS CONTRACT:** This contract has an initial term of July 31, 2020 through July 30, 2024.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

#### 3.2 RENEWAL:

3.2.1. This contract will not be renewed. The State reserves the right to renew for a total of N/A.

**3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

**3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 OTHER TERMINATION:** The State may also terminate, in whole or in part, this contract without advance notice pursuant to Section 3.7.
- 3.6 SUSPENSION:** The State may also suspend, in whole or in part, this contract without advance notice pursuant to Section 3.7. Suspension of this contract will not affect either party's obligations for orders executed prior to such suspension.
- 3.7 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or DoIT reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and DoIT's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

## 4. STANDARD BUSINESS TERMS AND CONDITIONS

### 4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice the respective agency on a per order basis.

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

**4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by either party without the prior written consent of the other party.

**4.3 SUBCONTRACTING:** To the extent applicable and for purposes of this section, subcontractors are those specifically hired by Vendor to perform all or part of the work to be performed by Vendor under this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120. For greater clarification, Microsoft is not considered a Subcontractor under this Contract.

**4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities.

Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIMELY PERFORMANCE:** Vendor will perform its obligations under this contract in a prompt and timely manner. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. Each party will provide written notice in the event of a force majeure event. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration. A force majeure event shall not affect the obligation to pay for products and services previously received.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all of the State's data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is

independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** No Dell branded services or products are included in this Contract. No work for hire is contemplated as of the date this contract is executed. Provided, however, to the extent work for hire is contemplated during the term of this contract, an agreement with regard to work for hire will be negotiated and set forth in an order and the statement of work (SOW) giving rise to such work for hire. Notwithstanding anything in this Contract or amendment to the Contract or SOW, the parties to this Contract, including manufacturers of third party products purchased under this Contract, shall retain all pre-existing intellectual property rights.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for Commercial General Liability and Business Auto liability insurance. Vendor shall promptly provide State a Certificate of Insurance upon request. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims agreed to under the contract.



- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and to the extent applicable to its subcontractors, shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Vendor affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within seven (7) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendors and subcontractors, officers, employees or agents performing services on State owned, leased or controlled property. Vendor or subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;
- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and
- State must provide notice and consent forms. Vendor's and subcontractors officers, employees or agents performing services on state owned, leased or controlled property not consenting shall be reassigned.

However, in no event can Vendor agree to waive the rights of its employees, nor can Vendor provide the State with any information protected by law, including but not limited to Vendor's background check data.

**4.16 APPLICABLE LAW:**

**4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

**4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

**4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

**4.16.4 OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

**4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

**4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

**4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

**4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier

(UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.23 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.25 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and

encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

**4.27 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

**4.28 SUPPLEMENTAL TERMS:** Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.28.1 The procuring Agency and the State do not waive sovereign immunity;

4.28.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.28.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.28.4 No Dell branded products or software are sold under this Contract. If the Contract is amended to include Dell branded products or software the parties agree to amend the Contract to include appropriate licensing terms. The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through

agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

- 4.28.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);
- 4.28.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and
- 4.28.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

**4.29 RESERVED.**

## 5. STATE SUPPLEMENTAL PROVISIONS

Agency Definitions

5.1.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILC 500/10-20(a)(4).

5.1.2 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute.

5.1.3 "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

Agency Specific Terms and Conditions

5.1.4 The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.

5.1.5 Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.

5.1.6 The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

5.1.7 Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.

5.1.8 The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.

5.1.9 Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.1.10 All terms and conditions in this Contract apply with full force and effect to all purchase orders.

Other (describe)

## Form B

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### Certifications and Disclosures

BidBuy Reference #: [19-448DOIT-INFOT-B-11972](#) Procurement/Contract #: [19-448DOIT-INFOT-B-11972](#)

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor Registration Number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

**1. Certification of Illinois Procurement Gateway Registration**

My business has an active State of Illinois Vendor Registration Number.

To ensure that you have an active registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have an active IPG registration.

State of Illinois Vendor Registration Number: XXXXXXXXXX

IPG Expiration Date: [9/11/2020](#)

**2. Certification Timely to this Solicitation or Contract**

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).  Yes  No

**3. Disclosure of Lobbyist or Agent** (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

Yes  No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist’s information. Additional rows may be inserted into the table or an attachment may be provided if needed.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: [N/A](#)

**4. Disclosure of Current and Pending Contracts**

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes  No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If “Yes”, please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed. [In addition to the contract listed in our original submission, Dell is a party in the following consortium contracts. The values below are restricted to the State of Illinois. Please note that these consortium contracts are used by various states. Dell is unaware of any additional contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with agencies of the State of Illinois.](#)

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
State of Illinois DoIT	Dell Server Statewide Master Contract	Active	\$4,000,000	Master Blanket Purchase Order 20-448DOIT-INFOT-P-10880
Various Entities Included	IPHEC	Active	Approximately \$2,000,000	IPHEC
Various Entities Included	MHEC	Active	Approximately \$1,800,000	MHEC
State of Illinois Secretary of State	Invitation for Bid: 20VS106001-Lexmark Printers, Trays and Toners	Pending	Approximately \$500,000	Invitation for Bid: 20VS106001-Lexmark Printers, Trays and Toners
State of Illinois DoIT	Invitation for Bid: JPMC Microsoft Licensing Solutions Provider (LSP)	Pending	Approximately \$40,000,000	Invitation for Bid: 20-448DOIT-INFOT-B-11972



**5. Signature**

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: [Dell Marketing, L.P.](#)

Phone: [512.723.1679](tel:512.723.1679)

Street Address: [One Dell Way](#)

Email: [Heather.Jones1@Dell.com](mailto:Heather.Jones1@Dell.com)

City, State, Zip: [Round Rock, TX 78682](#)

Vendor Contact: [Heather Jones](#)

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

Date: [May 1, 2020](#)

Printed Name: [Heather Jones](#)

Title: [Proposal Manager](#)

## Taxpayer Identification Number

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),

and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,

and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: N/A

Business Name: Dell Marketing, L.P.

Taxpayer Identification Number:

Social Security Number: N/A

or

Employer Identification Number: XXXXXXXXXX

Legal Status (check one):

Individual

Governmental

Sole Proprietor

Nonresident alien

Partnership (Limited)

Estate or trust

Legal Services Corporation

Pharmacy (Non-Corp.)

Tax-exempt

Pharmacy/Funeral Home/Cemetery (Corp.)

Corporation providing or billing

Limited Liability Company

medical and/or health care services  
 Corporation NOT providing or billing  
medical and/or health care services

(select applicable tax classification)  
 C = corporation  
 P = partnership

Signature of Authorized Representative:



\_\_\_\_\_

Date: [May 20, 2020](#)

# W-9 Form

<p>Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 0;">▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	<p><b>Give Form to the requester. Do not send to the IRS.</b></p>				
<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>Dell Marketing LP</b></p>						
<p><b>2</b> Business name/disregarded entity name, if different from above</p>						
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Print or type. See Specific Instructions on page 3.</p>	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                     <input type="checkbox"/> C Corporation                     <input type="checkbox"/> S Corporation                     <input checked="" type="checkbox"/> Partnership                     <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____             </p>					
<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):                  Exempt payee code (if any) _____                  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small></p>		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>C/O Dell USA LP P.O.Box 802816</b></p>				
<p><b>6</b> City, state, and ZIP code  <b>Chicago, IL 60680-2816</b></p>		<p><b>7</b> List account number(s) here (optional)</p>				
<p><b>Part I Taxpayer Identification Number (TIN)</b>                  Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.  <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small></p>						
<p><b>Part II Certification</b>                  Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> <li>I am a U.S. citizen or other U.S. person (defined below); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>		<p><b>Social security number</b></p> <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table> <p style="text-align: center;">OR</p> <div style="background-color: black; width: 100%; height: 40px;"></div>				
<p><b>Sign Here</b></p>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ <b>1/8/2020</b></p>				
<p><b>General Instructions</b>                  Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.</p> <p><b>Purpose of Form</b>                  An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Form 1099-INT (interest earned or paid)</li> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  <small>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i>, later.</small></p>						
<p style="text-align: center;">Cat. No. 10231X <span style="float: right;">Form <b>W-9</b> (Rev. 10-2018)</span></p>						

## F - G. Certifications &amp; Board of Elections

## Dell Marketing L. P. DBA Dell

**Vendor Registration**

FORM NAME	<b>F - G. Certifications &amp; Board of Elections</b>
DESCRIPTION	<b>Complete section F - G, in order to submit the form.</b>
DATE SUBMITTED	<b>8/23/2019</b>
STATUS	<b>Accepted</b>
BUSINESS NAME	<b>Dell Marketing L. P. DBA Dell</b>
POINT OF CONTACT	<b><u>Dennis Brabandt</u></b>
FLAG FORM	

**F. Certifications**

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT. 7/10

**Yes**

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 7/10

**N/A**

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 7/10

**Yes**

4. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5 7/10

**Yes**

5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10 7/10

**Yes**

6. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5 7/10

**Yes**

7. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

Yes

8. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

Yes

9. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14

Yes

10. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR OTHER VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25

Yes

11. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

Yes

12. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

13. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT. 30 ILCS 500/50-38

Yes

14. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50

Yes

15. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517

Yes

16. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

Yes

17. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

18. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT

ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

**Yes**

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

**Yes**

20. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

**Yes**

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

**Yes**

22. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

**Yes**

23. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

**Yes**

24. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11

**Yes**

25. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105

**Yes**

26. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2

**Yes**

27. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

**Yes**

28. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133)

N/A

### G. Board of Elections (BOE)

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

Yes, I certify my business is registered with BOE.

12741

### Additional Information

STAFF ATTACHED FILE(S)



# Dell Marketing L. P. DBA Dell

## Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	

## H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? 7/10

**No business operations to disclose.**

## Additional Information

STAFF ATTACHED FILE(S)


## I. Financial Disclosure &amp; Conflicts of Interest

## Dell Marketing L. P. DBA Dell


## Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	


## I. Financial Disclosures &amp; Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 


**Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)**

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? 


No


C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 

**Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)**


1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME? 

**Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)**

Document	Status
List of individuals or entities meeting one or more of the listed thresholds.	Attached by Dennis Brabandt on 8/23/2019
  <a href="#">Holdings Statement (PDF)</a>	
  <a href="#">IPG Percentage of Ownership and Distributive Income Form(1).docx (DOCX)</a>	

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1. 

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE 

DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

**Yes**

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

**Not applicable - For-Profit Entity**

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

**No**

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

**No**

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

**No**

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

**No**

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

**Not applicable - I answered No in Questions 5-8**

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

**Not applicable - I answered No in Questions 5-8**

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

**Not applicable - No individuals disclosed in question 1**

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

**Not applicable - No individuals disclosed in question 1**

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED

STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

**Not applicable - No individuals disclosed in question 1**

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

**Not applicable - No individuals disclosed in question 1**

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

**Not applicable - No individuals disclosed in question 1**

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

**Not applicable - No individuals disclosed in question 1**

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

**Not applicable - No individuals disclosed in question 1**

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

**Not applicable - No individuals disclosed in question 1**

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

**Not applicable - No individuals disclosed in question 1**

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

**Not applicable - No individuals disclosed in question 1**

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

**No**

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

**No**

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

**No**

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

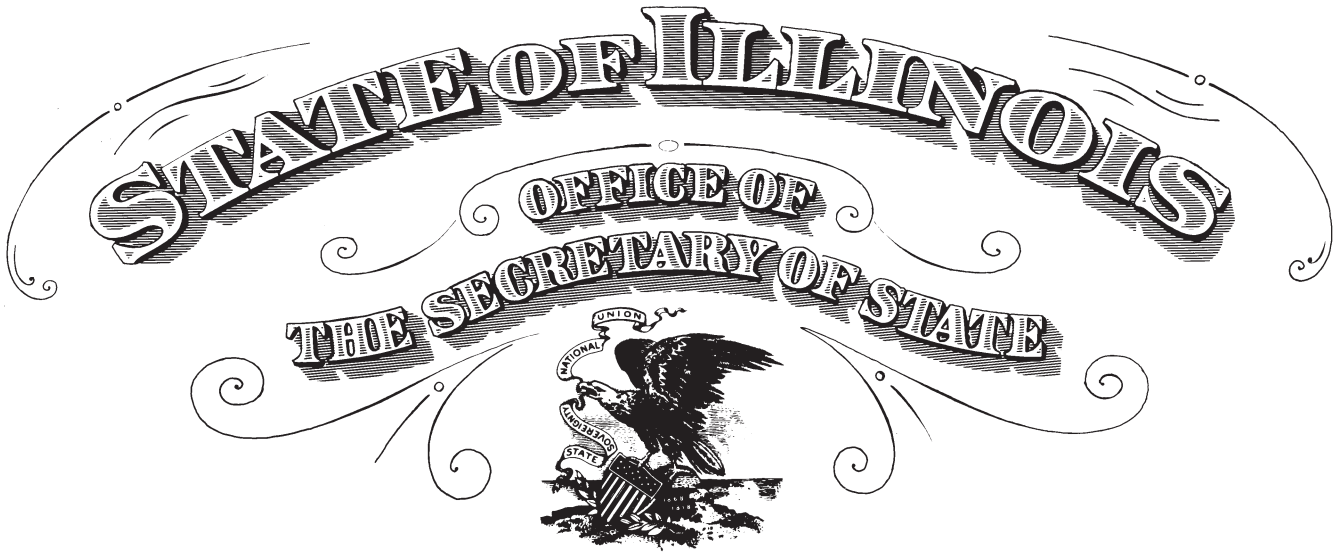
**No**

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

**No**

### **Additional Information**

STAFF ATTACHED FILE(S)



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

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

DELL MARKETING L.P., A TEXAS LP/LLLP HAVING OBTAINED AUTHORITY TO TRANSACT BUSINESS IN ILLINOIS ON FEBRUARY 24, 1992, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE UNIFORM LIMITED PARTNERSHIP ACT (2001) OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LP/LLLP AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS, HAVING FULFILLED ALL REQUIREMENTS OF SAID ACT WITH REGARD TO PAYMENT OF FEES, THE FILING OF ANNUAL REPORTS (IF APPLICABLE) AND NEITHER HAVING HAD ITS AUTHORITY REVOKED NOR HAVING FILED A NOTICE OF CANCELLATION.

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 14TH day of OCTOBER A.D. 2020 .***



*Jesse White*

Authentication #: 2028803124

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE



**CONSENT AGENDA ITEM NO. 8.D**

**FOR COUNCIL:** November 23, 2020

**SPONSOR:** Public Works Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve a Contract with Morton Salt, Inc., for the purchase of rock salt at a unit price of \$61.97 per ton, not to exceed \$371,820, as requested by the Public Works Department.

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

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

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

**BACKGROUND:** Public Works is recommending the approval of a Contract with Morton Salt, Inc., for the purchase of rock salt at a unit price of \$61.97 per ton, not to exceed \$371,820 per Bid #2021-16.

Historically, Public Works has entered into a contract with the Illinois Department of Central Management Services (ICMS), typically in March or April, which allows the City to partner with the State to receive cost-effective, bulk pricing for rock salt. Due to Public Works administrative staff changes, adjustments in ICMS notification procedures, and COVID-19 challenges, Public Works missed the deadline to request salt through the ICMS bulk rock salt purchasing program. As a result, for this winter season, Public Works prepared the bulk rock salt bid package and technical specifications and managed the public bid process in-house.

The Public Works Department advertised the project for competitive bids and received four (4) bids. There were no local firms who submitted a bid. The bids were opened at 2:00 PM on Monday, October 19, 2020, in the City Council Chambers and the results are as follows:

<b>Bidder</b>	<b>Bid Amount (per ton)</b>	<b>Responsive / Responsible Bidder?</b>
Compass Minerals	\$70.97	Yes
Cargill	\$74.79	Yes
Detroit Salt	\$68.61	Yes
Morton Salt, Inc.	\$61.97	Yes

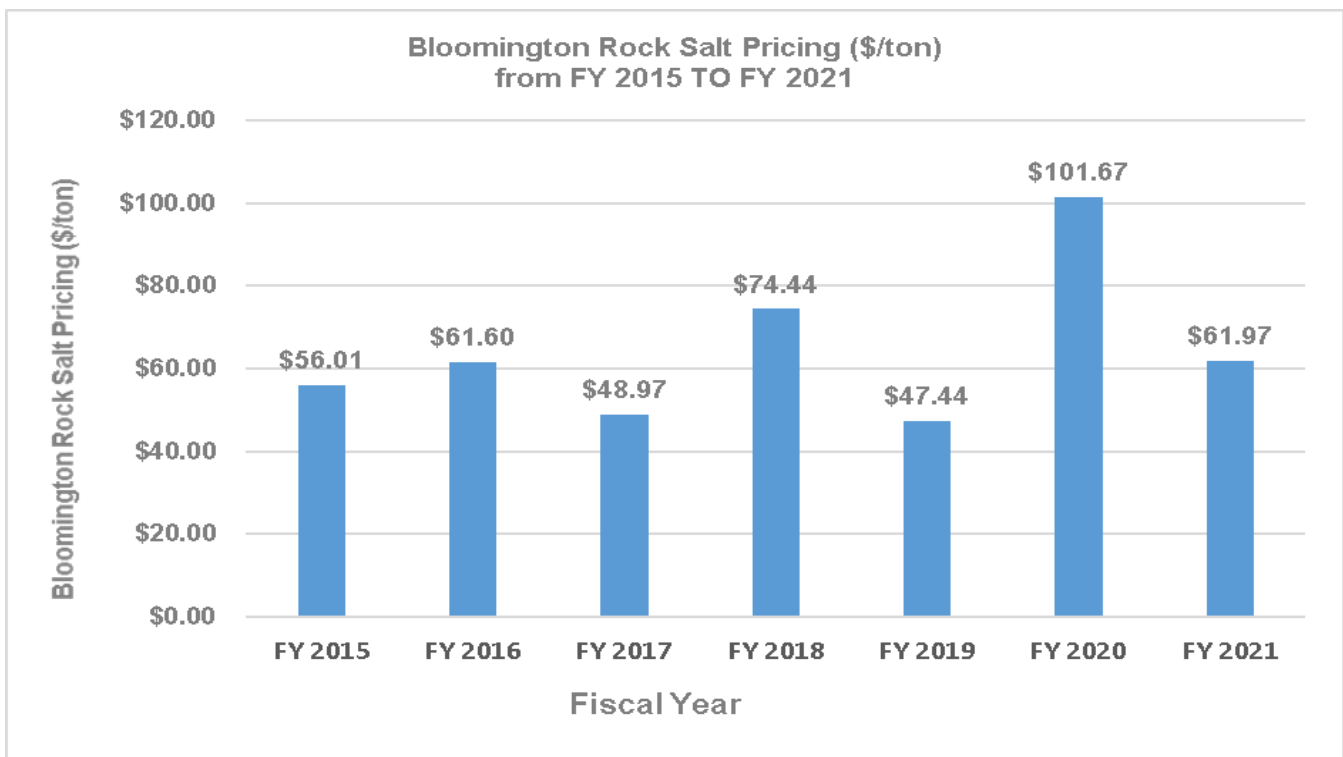
*Public Works did not receive any other complete bids.*

In past years, the City benefited by locking in the price under the State contract and loading the salt dome with periodic, small orders. Purchasing salt on an as-needed basis, outside the

contract, is typically more expensive, because the need occurs during peak demand, can be impacted by rising transportation costs, and, at times, barge traffic is hindered by ice. In addition, the tonnage needed can vary significantly, depending upon the severity of the winter season.

Though the City did not participate in the State contract this year, the City prepared bidding specifications and the proposed contract with Morton Salt mirrors State contract provisions. This will continue to allow the City to receive periodic small loads as needed throughout the winter season with the locked in price of \$61.97 per ton. In addition, this agreement, like the ICMS contract, obligates the City to purchase 80 percent (4,000 tons) of the contracted salt amount and allows for the purchase up to 120 percent (6,000 tons) of the contract salt amount.

Salt costs have fluctuated from year to year as shown in the below chart. Last year's price per ton was the highest it has been in recent years.



It is difficult to determine the exact price the City would have paid under the State contract, but the City does believe the pricing is competitive. For example, Normal extended its contract and is paying \$71.59 per ton.

Staff will work with the state's ICMS program to ensure the City of Bloomington is able to participate in future State requisitions for bulk rock salt.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, in order to remove snow and ice to provide safe travel on city streets.



The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund reserves within fund balance guidelines.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Request for Bids was advertised in *The Pantagraph* on October 2, 2020.

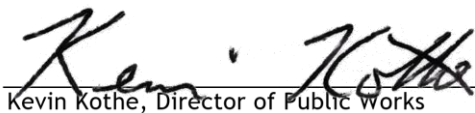
**FINANCIAL IMPACT:** If approved, up to \$371,820 may be spent for Rock Salt per this contract. The funds for this purchase are included in the Snow & Ice Removal-Rock Salt account (10016124-71085). Stakeholders can locate this in the FY 2021 Budget Book titled "Budget Overview & General Fund" on page 296.

**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-1.1. Enhance the livability of all Bloomington Neighborhoods. Goal D-4. A clean and safe Downtown, Objective D-4.1. Improve and promote Downtown as a clean and safe place. Goal TAQ-1. A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode. Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system.

Respectfully submitted for Council consideration.

Prepared by: Greg Koch, Operations Manager

Reviewed by:



Kevin Kothe, Director of Public Works

11/13/2020



Carla Murillo, Procurement Manager

11/16/2020



Chris Tomerlin, Budget Manager

11/16/2020



Jeffrey R. Jurgens, Corporation Counsel

11/17/2020



Tara Henry, Legislative Assistant

11/18/2020

Recommended by:



Tim Gleason, City Manager

**Attachments:**

- PW 1B Contract 2020-2021 Rock Salt Contract 11232020\_Redacted
- PW 1C COLI 2020-2021 Rock Salt Contract 11232020

**CITY OF BLOOMINGTON  
CONTRACT WITH**

Morton Salt Inc  
**FOR**  
Bulk Rock Salt

**THIS AGREEMENT**, dated this 23 day of November, 2020, is between the City of Bloomington (hereinafter "CITY") and Morton Salt Inc (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 #2021-16 Bulk Rock Salt (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: Bulk rock salt to be  
used for road maintenance in the City according to the bid specifications in Bid #2021-16.

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**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.

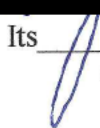
CITY OF BLOOMINGTON

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

ATTEST:

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

Morton Salt Inc

By: \_\_\_\_\_  
Its  Anthony T. Patton  
Director, Bulk Deicing  
U.S. Government Sales

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




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/13/2020





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> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No. Ext):</b> 1-877-945-7378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	<b>FAX (A/C, No):</b> 1-888-467-2378
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Morton Salt, Inc. 444 West Lake Street, Suite 3000 Chicago, IL 606060090	<b>INSURER A:</b> HDI Global Insurance Company	
	<b>INSURER B:</b> Zurich American Insurance Company	
	<b>INSURER C:</b> American Zurich Insurance Company	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b> 

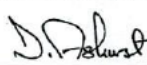
**COVERAGES**      **CERTIFICATE NUMBER:** W18252314      **REVISION NUMBER:**

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	Y		01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 100,000				01/01/2020	01/01/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
C	<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	No	N/A	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Workers Compensation &amp; Employers Liability</b> Per Statute				01/01/2020	01/01/2021	E.L. Each Accident \$1,000,000 E.L. Disease-EA EMPL \$1,000,000 E.L. Disease-Pol Lmt \$1,000,000

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

SEE ATTACHED

<b>CERTIFICATE HOLDER</b>  City of Bloomington 109 East Olive Street Bloomington, IL 61701	<b>CANCELLATION</b>  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  



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Morton Salt, Inc. 444 West Lake Street, Suite 3000 Chicago, IL 606060090	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Bloomington, its employees, and officials are included as Additional Insureds as respects to General Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

INSURER AFFORDING COVERAGE: Zurich American Insurance Company  
 POLICY NUMBER: [REDACTED] EFF DATE: 01/01/2020 EXP DATE: 01/01/2021

NAIC#: [REDACTED]

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	E.L. Each Accident	\$1,000,000
& Employers Liability	E.L. Disease-EA EMPL	\$1,000,000
Per Statute	E.L. Disease-Pol Lmt	\$1,000,000

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	ANY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT	AS BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## CONSENT AGENDA ITEM NO. 8.E

**FOR COUNCIL:** November 23, 2020

**SPONSOR:** Economic & Community Development Department

**WARD IMPACTED:** Ward 8

**SUBJECT:** Consideration and action on an Ordinance Approving an Application Submitted by Aldi, Inc. Requesting Approval of a Legislative Site Plan Review for a Grocery Store at Property Commonly Located at Village Lane and South Mercer Avenue in Bloomington IL 61704, Zoned B-1 General Commercial District, as requested by the Economic & Community Development Department.

**RECOMMENDED MOTION:**

The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

-Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington
- Objective 3a. Retention and growth of current local businesses

**BACKGROUND:** The subject property is approximately 2.56 acres located at the northeast corner of Ireland Grove Road and S. Mercer Ave, and the southeast corner of S. Mercer Ave and Village Lane. The property is part of the Parkway Village Planned Unit Development. It is currently vacant and zoned B-1 General Commercial District. The property is adjacent to other B-1 Zoned Properties and the Parkway Village subdivision is improved with retail, restaurant and hotel uses. Connect Transit’s Orange Line also runs on S. Mercer Ave. A bus stop is located on the west side of S. Mercer Road at the Ireland Grove intersection.

The applicant is requesting approval of a site plan to facilitate development of a 20,000 square foot Aldi Grocery Store. The Plan includes 96 parking spaces, including 2 electric vehicle parking spaces, 3 bicycle racks, and four accessible parking spaces. Pedestrian connections are also provided connecting the sidewalk to the front door of the building. The proposed plan complies with Bloomington’s Zoning Ordinance including landscaping and lighting requirements.

The Bloomington Planning Commission held a public hearing on the site plan on Wed, October 28, 2020. The staff report and meeting materials are available online at <https://www.cityblm.org/Home/ShowDocument?id=25370>. A recording of the meeting is also available on the City of Bloomington Youtube page at [www.cityblm.org/live](http://www.cityblm.org/live). A copy of the draft meeting minutes is attached to this memo. The Commission found the plan to comply with the standards for a legislative site plan review and to be in the best interest of the City. The Commission unanimously recommended that City Council approve the site plan.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Bloomington Planning Commission held a public hearing on the legislative site plan review application on Wednesday, October 28, 2020. The meeting was held virtually and the City Council chambers were also open to the public for those wishing to attend in person. Notice of the hearing was published in *The Pantagraph* on Monday, October 12, 2020. Courtesy notices were mailed to 19 property owners within 500 feet of the site. A large metal notification sign was also placed on the property. The Commission unanimously recommended approval of the site plan. A copy of the minutes is attached to this memo. A recording of the meeting is available online at [www.cityblm.org/live](http://www.cityblm.org/live).

**FINANCIAL IMPACT:** Approval of the legislative site plan review will facilitate the development of vacant property in the city of Bloomington with a grocery store resulting in increased revenues related to property and sales tax.

**COMMUNITY DEVELOPMENT IMPACT:** Goal ED.1 Ensure a broad range of employment opportunities for all residents; Objective ED.1-1 Focus on retention and expansion of existing businesses. Goal ED.4 Enhance the image of Bloomington as a business-friendly community; Objective ED 4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City; Action ED 42f Improve the appearance of the City's primary entrances. Tier 1 Infill Redevelopment Priority.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

  
Melissa Hill, Economic and Community Development Director

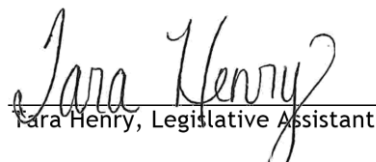
11/15/2020

  
Chris Tomertin, Budget Manager

11/16/2020

  
Jeffrey R. Jurgens, Corporation Counsel

11/18/2020

  
Tara Henry, Legislative Assistant

11/18/2020

Recommended by:



Tim Gleason, City Manager

**Attachments:**

- E&CD 1B PR-10-20 ALDI\_ Ordinance
- E&CD 1C PR-10-20 Exhibit B Site Plan ALDI

- E&CD 1D Draft Minutes 10.28.20\_Aldi

ORDINANCE NO. 2020 - \_\_\_\_\_

**AN ORDINANCE APPROVING AN APPLICATION SUBMITTED BY ALDI, INC. REQUESTING APPROVAL OF A LEGISLATIVE SITE PLAN REVIEW FOR A GROCERY STORE AT PROPERTY COMMONLY LOCATED AT VILLAGE LANE AND SOUTH MERCER AVENUE IN BLOOMINGTON IL 61704, ZONED B-1 GENERAL COMMERCIAL DISTRICT**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, an application requesting approval of a legislative site plan review for construction of a new grocery store in the B-1 General Commercial District for the land described in Exhibit "A", attached hereto and made a part hereof by this reference; and,

WHEREAS, after proper notice, the City of Bloomington Planning Commission held a public hearing and determined said site plan represented in Exhibit "B" attached hereto and made a part hereby of this reference, aligned with the goals of the Comprehensive Plan; and,

WHEREAS, the Planning Commission found that the site plan complied with the standards for a legislative site plan set forth in Chapter 44 of the Bloomington City Code and further found that approval of said plan is in the best interest of the City and recommended that the City Council of the City of Bloomington approve said site plan;

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

1. That the above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. That the City Council adopts the findings of fact as found by the Planning Commission.
3. That the site plan represented in Exhibit "B" is hereby approved.
4. That this Ordinance shall be in full force and effective as the date of its passage and approval.

Passed on this 23rd day of November 2020.

Approved on this \_\_\_\_\_ day of November 2020.

**CITY OF BLOOMINGTON**

**ATTEST**

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

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

## Exhibit "A"

### Legal Description

Corner of Village Lane and S. Mercer Ave

Approximately 2.56 acres

#### TRACT I

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 11. TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 02 DEGREES 13 MINUTES 33 SECONDS WEST LINE OF SAID SECTION 11, 30.21 FEET TO THE OCCUPIED NORTH LINE IRELAND GROVE ROAD; THENCE SOUTH 85 DEGREES 06 MINUTES 12 SECONDS EAST ALONG SAID OCCUPIED NORTH LINE. 17.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF MERCER AVENUE; THENCE NORTH 45 DEGREES 00 MINUTES 19 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE 25.17 FEET TO A POINT LYING 46.55 FEET NORTH OF THE AFORESAID SOUTHWEST CORNER OF SECTION 11; THENCE NORTH 02 DEGREES 13 MINUTES 33 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF MERCER AVENUE AND WEST LINE OF SECTION 11, 494.93 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF VETERAN'S PARKWAY (U.S. ROUTE 66) (F.A. ROUTE 5); THENCE NORTH 88 DEGREES 13 MINUTES 06 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE 7.66 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 36 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, 21.23 FEET TO A POINT LYING 75.00 FEET NORMAL DISTANCE SOUTHEASTERLY OF THE SURVEYED CENTERLINE OF SAID VETERAN'S PARKWAY. THENCE NORTHEASTERLY. ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID VETERAN'S PARKWAY. A CURVE TO THE LEFT, CONVEX TO THE SOUTHEAST WITH A RADIUS OF 4985.61 FEET AND AN INITIAL TANGENT BEARING NORTH 63 DEGREES 27 MINUTES 23 SECONDS EAST, A DISTANCE OF 73.56 FEET TO A POINT ON CURVE LYING 75.00 FEET NORMAL DISTANCE SOUTHEASTERLY OF SAID CENTERLINE; THENCE NORTH 57 DEGREES 38 MINUTES 41 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE. 160.83 FEET TO A POINT LYING 85.00 FEET NORMAL DISTANCE SOUTHEASTERLY OF SAID CENTER LINE; THENCE NORTHEASTERLY. ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A CURVE TO THE LEFT. CONVEX TO THE SOUTHEAST WITH A RADIUS OF 4995.61 FEET AND AN INITIAL TANGENT BEARING NORTH 53 DEGREES 09 MINUTES 33 SECONDS EAST A DISTANCE OF 253.61 FEET TO A POINT ON CURVE LYING 85.00 FEET NORMAL DISTANCE SOUTHEASTERLY OF SAID CENTERLINE; THENCE SOUTH 02 DEGREES 14 MINUTES 12 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE. 6.30 FEET TO A POINT LYING 90.00 FEET NORMAL DISTANCE SOUTHEASTERLY OF SAID CENTERLINE; THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE. A CURVE TO THE LEFT. CONVEX TO THE SOUTHEAST. WITH A RADIUS OF 5000.61 FEET AND AN INITIAL TANGENT BEARING NORTH 50 DEGREES 17 MINUTES 40 SECONDS EAST. A DISTANCE OF 8.01 FEET TO A POINT ON THE WEST LINE OF STATE FARM SOUTH SUBDIVISION FIRST ADDITION RECORDED ON OCTOBER 24, 2000 AS DOCUMENT NO. 2000-26512. IN MCLEAN COUNTY RECORDER'S OFFICE; THENCE SOUTH 02 DEGREES 10 MINUTES 33 SECONDS EAST. ALONG THE WEST LINE OF SAID ADDITION, 1177.43 FEET TO THE AFORESAID OCCUPIED NORTH LINE OF IRELAND GROVE ROAD; THENCE CONTINUING SOUTH 02 DEGREES 10

MINUTES 33 SECONDS EAST ALONG AFORESAIDWEST LINE 30.06 FEET TO THE SOUTH LINE OF AFORESAIDSECTION 11, THENCE NORTH 88 DEGREES 31 MINUTES 00 SECONDS WEST. ALONG SAIDSOUTH LINE OF SECTION 11, 1004.97 FEET TO THE POINT OF BEGINNING, IN MCLEAN COUNTY. ILLINOIS.

EXCEPTING THEREFROM:

THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS. DEPARTMENT OF TRANSPORTATION PER DOCUMENT RECORDED JANUARY 26. 2001 AS DOCUMENT NO. 2001-2848.

EXCEPTING THEREFROM:

PARKWAY VILLAGE PHASE I PLANNED UNIT DEVELOPMENT BEING A PART OF THE SOUTHWEST 1/4, SECTION 1 1, TOWNSHIP 23 NORTH. RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23.2009 AS DOCUMENT NO. 2009-8540,IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY. ILLINOIS.

ALSO EXCEPTING THEREFROM:

PARKWAY VILLAGE PHASE 2 PLANNED UNIT DEVELOPMENT BEING A PART OF THE SOUTHWEST 1/4.SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 1,2010 AS DOCUMENT NO. 2010-27103,IN MCLEAN COUNTY,ILLINOIS.

ALSO EXCEPTING THEREFROM:

PARKWAY VILLAGE PHASE 3 BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH.RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 2015 AS DOCUMENT NO. 2015-3032.IN MCLEAN COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM:

PARKWAY VILLAGE PHASE 4 PLANNED UNIT DEVELOPMENT BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED JULY 2. 2015 AS DOCUMENT NO. 2015-11645, IN MCLEAN COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM:

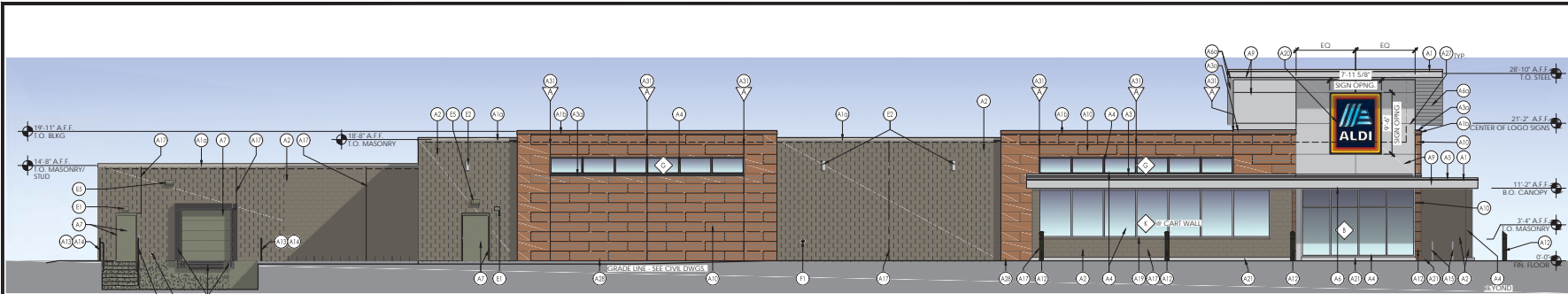
PARKWAY VILLAGE PHASE 5 BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 11,TOWNSHIP 23NORTH, RANGE 2EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDINGTO THE PLAT THEREOF RECORDED MARCH FEBRUARY 22. 2018 AS DOCUMENT NO. 2015-3096. IN MCLEAN COUNTY.ILLINOIS.

TRACK 2

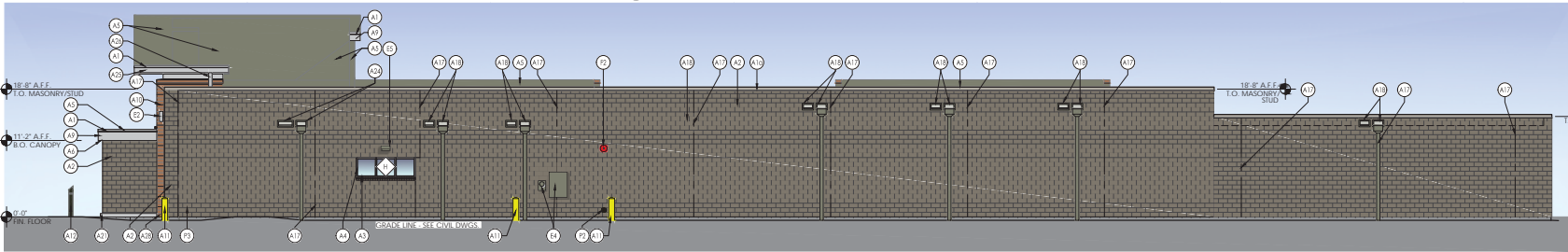
LOTS 101 OF PARKWAY VILLAGE PHASE I PLANNED UNIT DEVELOPMENT BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN.ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23,

2009 AS DOCUMENT NO. 2009-8540 IN THE CITY OF BLOOMINGTON MCLEAN COUNTY,  
ILLINOIS.

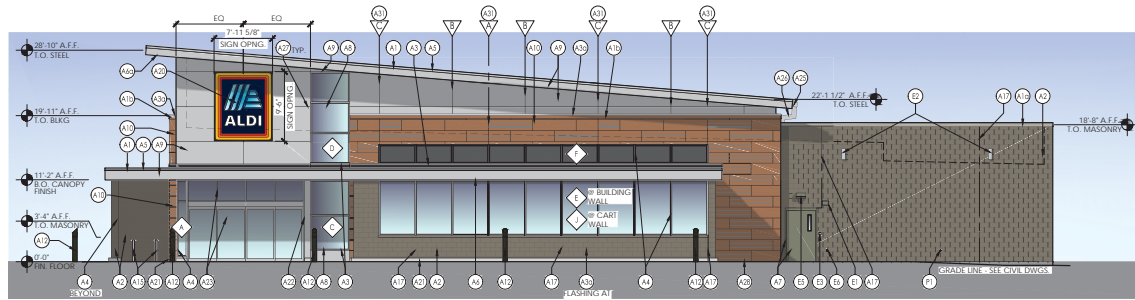




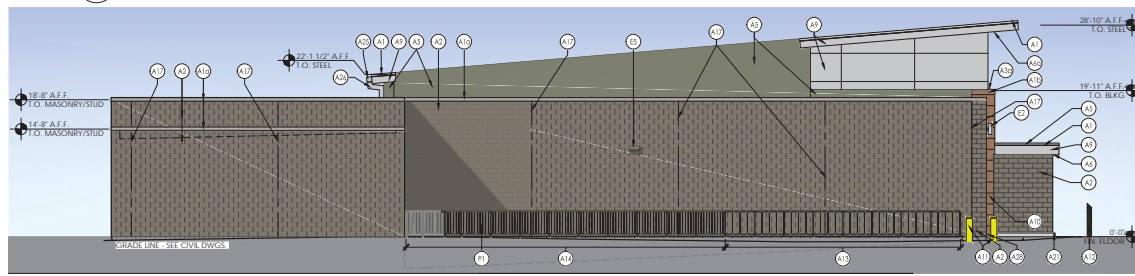
4 Front Elevation  
SCALE: 1/8" = 1'-0"



3 Rear Elevation  
SCALE: 1/8" = 1'-0"



2 Side Elevation  
SCALE: 1/8" = 1'-0"



1 Side Elevation  
SCALE: 1/8" = 1'-0"

SIGNAGE			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	2	74.9	149.8
TOTAL SIGNAGE			149.8
SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL.			

Issued:	Date:
PUD Submittal	8/14/20
Revisions:	Date:

**DO NOT SCALE PLANS**  
Copying, Printing, Software and other processes related to products these prints can result in errors in the actual plan or layout. Therefore, scaling of this drawing may be inaccurate. Contact the consultants with any need for additional dimensions or clarifications.

**ms consultants, inc.**  
engineers, architects, planners  
2221 Schrock Road  
Columbus, Ohio 43229-1547  
phone 614.898.7100  
fax 614.898.7570

DRAWN BY: SCG  
REVIEWED BY: NAL

Seal  
**PRELIMINARY - NOT FOR CONSTRUCTION**



ALDI Inc. Store #: 55  
Bloomington, IL  
Village Ln & S. Mercer Ave  
Bloomington, IL 61704  
McLean County  
Project Name & Location:

Exterior Elevations	
Drawing Name:	
Prototype Rls. 4/29/19	Project No. 40200-79
Type: RHSD-V7	
XXX	A-201
Scale: As Noted	Drawing No.

PLOTTED: 8/14/2020 11:45 AM

EXTERIOR FINISH SCHEDULE			
KEY	MATERIAL / MFG.	COLOR / NO.	NOTES
(A)	PREFINISHED METAL COPING	A1 - SILVER - AT HIGH ROOF & CANOPY A1a - PETERSEN ALUM. - M/061 GRY AT BRICK A1b - PETERSEN ALUM. - #CEDAR 397C0290	SEE SPECIFICATIONS APPENDIX 'B'
(M)	SPEC BRICK CONCRETE MASONRY VENEER	(A2) BROWN/16% CHESAPEAKE BLEND w/ HOLCIM "SMITH GRAY" MORTAR MORTAR A1: SOLOMON "SIX DARK CUCOCCO A1E"	CONTACT THE CONCRETE PRODUCTS GROUP AT 800-789-0872 FOR ORDERING SEE SPEC FOR ADDITIONAL INFO
(M)	PREFINISHED ALUM. SILL FLASHING	A1 - BRIGHT SILVER A1a - PETERSEN ALUM # "CEDAR 397C0290 SPRAY CODE"	
(M)	ALUMINUM STOREFRONT SYSTEM	ANODIZED ALUM.	RE: DWG. A602
(M)	MEMBRANE ROOFING	GRAY	TOP OF SLOPED ROOF, CANOPY ROOF, AND BACK OF RAISED ROOF PROJECTIONS - SEE SPECIFICATIONS APPENDIX 'B'
(M)	METAL SOFFIT PANELS	AA - SOLID PANELS - BRIGHT SILVER Aaa - 1/2 VENTED PANELS - BRIGHT SILVER	RE: DWG. A301-A304
(M)	EXTERIOR PAINT	PT-19 / CL-9	RE: DWG. A603
(M)	ALUMINUM CURTAIN WALL SYSTEM	ANODIZED ALUMINUM	RE: DWG. A602
(M)	ALUMINUM COMPOSITE PANEL	BRIGHT SILVER	PROVIDE PANEL JOINTS AS SHOWN - PROVIDE ONE PIECE TIGHT FIT EXTRUDED MOLDING INSTALLATION SYSTEM WITH CENTER REVEAL TRIM BETWEEN PANELS AND J TRIM AT PANEL EDGES
(M)	NICHHA FIBER CEMENT EXTERIOR CLADDING	VINTAGEWOOD 'CEDAR'	CONTACT NICHHA AT 770-835-3346 FOR ORDERING. SEE SPEC FOR TRIM REQUIREMENTS AND ADDITIONAL INFO. ALL INCLUDED TRIM (H, J, L, CORNER, ETC) TO MATCH FCP
(M)	BLRD-2	PT-19 / CL-4	RE: DWG. A603
(M)	BLRD-4	CG-106 BK CHROMA-HSE PE	RE: DWG. A603
(M)	GUARD RAIL TYPE "A"	GALVANIZED STEEL	RE: DWG. B2/A507
(M)	GUARD RAIL TYPE "B"	GALVANIZED STEEL	RE: DWG. B2/A507
(M)	BLRD-3	GALVANIZED	RE: DWG. A603
(M)	DOCK LEVELER / SEAL AND BUMPERS	LEVELER - FACTORY FINISH / SEAL AND BUMPERS - FACTORY FINISH - BLACK	PROVIDE BRICK BEHIND DOCK SEAL
(M)	MASONRY CONTROL JOINT		MAX 20' OC
(M)	SCUPPER, 16" OVERFLOW SCUPPER & DOWN SPOUT	PT-19 / CL-9	RE: DWG. A2/A507
(M)	ARCHITECTURAL CAST STONE CAP	TANNERSTONE - AG-1	SEE SPEC FOR ADDITIONAL INFORMATION
(M)	ALDI TOWER SIGN	BY SIGN VENDOR	7'-11 1/8" w. x 9'-5 1/2" h. - VERIFY SIGN SIZE PRIOR TO FRAMING OPENING SEE DETAIL C.1/A504
(M)	CRIB	NATURAL	RE: DWG. A603 - SEE STRUCTURAL DWGS
(M)	KNOX BOX	FACTORY FINISH	CONFIRM TYPE AND LOCATION WITH LOCAL FIRE MARSHAL
(M)	AUTO DOOR SYSTEM & TRANSOM	ANODIZED ALUMINUM	RE: DWG. A601 & A602
(M)	SCUPPER, 24" OVERFLOW SCUPPER & DOWN SPOUT	PT-19 / CL-9	RE: DWG. A2/A507
(M)	8" X 8" PRE-FINISHED ALUM GUTTER	MATCH PREFINISHED METAL COPING	
(M)	8" X 8" PRE-FINISHED ALUM DOWNSPOUT	MATCH PREFINISHED METAL COPING	TERMINATE AT CONC. SPLASH BLOCK
(M)	ACP H/J TRIM / JOINT COVER		TYPICAL AT EDGES AND BUTT JOINTS OF ACP
(M)	NICHHA FIBER CEMENT PANEL BASE FLASHING	PETERSEN ALUMINUM - #CEDAR 397C0290 SPRAY CODE	SEE SPEC FOR ADDITIONAL INFO
(M)	NOT USED		
(M)	DUMPSTER ENCLOSURE		RE: DWG. A507
(M)	NICHHA CONTROL JOINT WITH 1" CLIP		
(E)	EXIT DISCHARGE LIGHT	FACTORY FINISH	MOUNT @ 8'-0" A.F.F.
(E)	WALL SCONCE	FACTORY FINISH	MOUNT @ 16'-2" A.F.F. - RE: DWG. A111 FOR DIMENSIONS
(E)	JUNCTION BOX WITH COVER FOR FUTURE CARD READER		MOUNT CENTERED @ 44" A.F.F. - SEE ELEC DWGS
(E)	UTILITY METERING & C.I.	FACTORY FINISH	SEE ELECTRICAL DWGS
(E)	EXTERIOR WALL PACK	FACTORY FINISH	MAN DOORS - MOUNT @ 9'-0" A.F.F. - BREAK ROOM WINDOW @ 10'-0" A.F.F. LOADING DOCK - MOUNT @ 12'-0" A.F.F.
(E)	EXTERIOR DUPLEX RECEPTACLE	FACTORY FINISH	MOUNT @ 1'-6" A.F.F. IN 4" SQUARE J BOX
(E)	NOT USED		
(E)	FIRE DEPT. CONNECTION	FACTORY FINISH	SEE FIRE PROTECTION DWGS
(E)	MOTOR GONG	FACTORY FINISH	SEE FIRE PROTECTION DWGS
(P)	HOSE BB	FACTORY FINISH	SEE PLUMBING DWGS
(P)	RP2 DISCHARGE	FACTORY FINISH	SEE PLUMBING DWGS
(P)	GAS METER	FACTORY FINISH	SEE PLUMBING DWGS
(V)	GLAZING KEY		RE: DWG. A602
(V)	ALIGN KEY		A. ALIGN NICHHA PANEL JOINTS AND WINDOW MULLIONS B. ALIGN ALUMINUM COMPOSITE PANEL JOINTS AND WINDOW MULLIONS C. ALIGN NICHHA PANEL JOINTS, ALUMINUM COMPOSITE PANEL JOINTS, AND WINDOW MULLIONS

Issued:	Date:
PUD Submittal	8/14/20
Revisions:	Date:

**DO NOT SCALE PLANS**  
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**ms consultants, inc.**  
engineers, architects, planners  
2221 Schrock Road  
Columbus, Ohio 43229-1547  
phone 614.898.7100  
fax 614.898.7570

DRAWN BY: SCG  
REVIEWED BY: NAL

Seal

**PRELIMINARY - NOT FOR CONSTRUCTION**



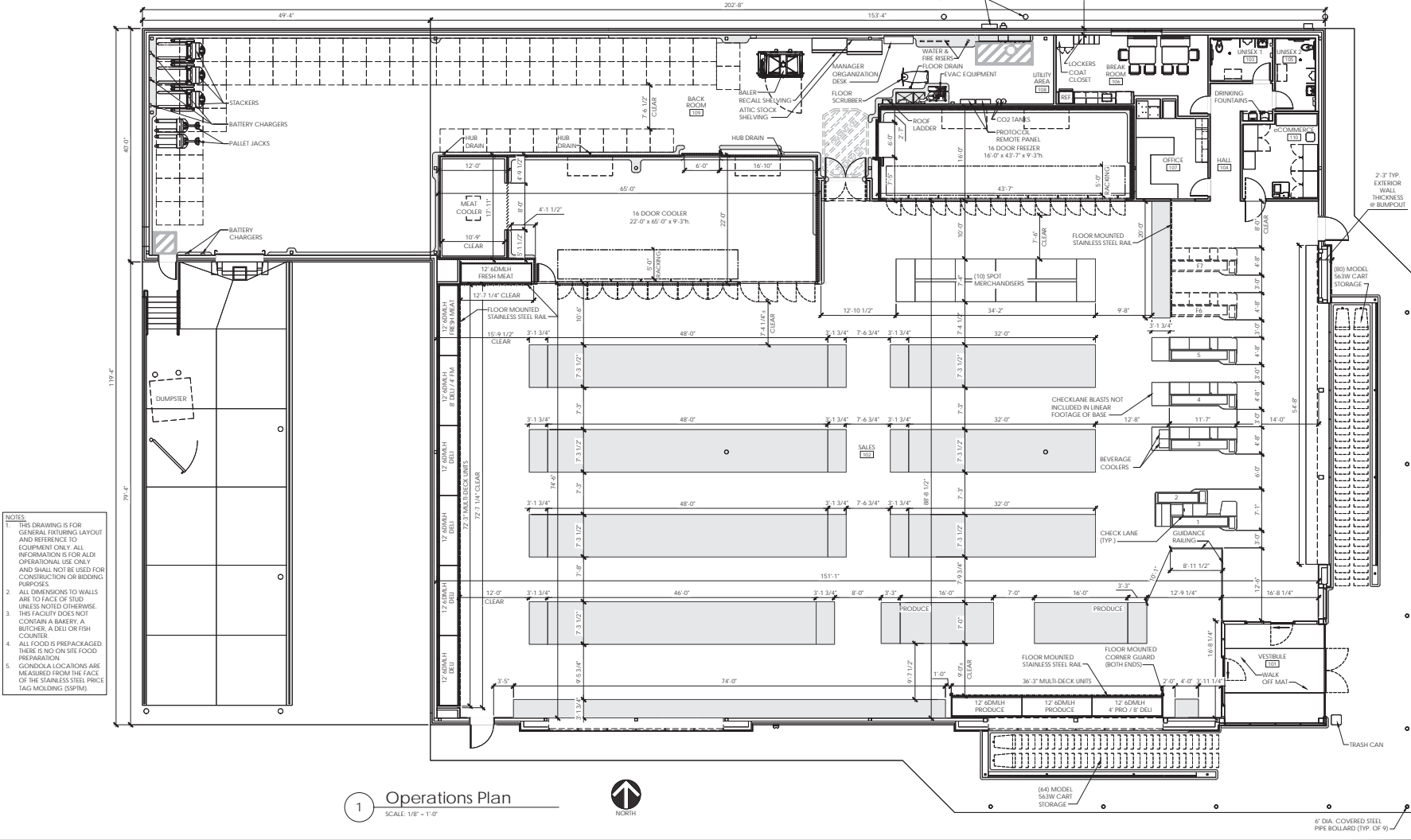
ALDI Inc. Store #: 55  
Bloomington, IL  
Village Ln & S. Mercer Ave  
Bloomington, IL 61704  
McLean County  
Project Name & Location:

Exterior Elevation  
Material Schedule  
Drawing Name:

Prototype Rls. 4/29/19	Project No. 40200-79
Type: RHSD-V7	xxx
Scale: As Noted	Drawing No. A-202

SIDE DOCK AREA SUMMARY		
OCCUPANCY USE	ROOM NAME	SQUARE FOOTAGE
MERCANTILE (M)	SALES / VESTIBULE	12,541
	UNISEX 2	84
	UNISEX 1	76
	HALL	133
SUBTOTAL (MERCANTILE)		12,838
BUSINESS (B)	OFFICE	190
	BREAK ROOM	305
	E-COMMERCE	175
	HALL	12
SUBTOTAL (BUSINESS)		670
STORAGE / STOCK (S-1)	BACKROOM	3,807
	COOLER	1,373
	FREELER	648
SUBTOTAL (STORAGE / STOCK)		5,768
SUBTOTAL (OCCUPANCIES)		19,276
EXTERIOR / INTERIOR WALLS / UNOCCUPIED SPACE		1,166
BUILDING SQUARE FOOTAGE		20,442
EXTERIOR CANOPY		1,308
TOTAL SQUARE FOOTAGE (INCLUDING CANOPY)		21,750

SIDE DOCK OPERATIONS DATA		
ITEM	V7.8 PROTOTYPE	
LINEAR FOOTAGE OF BASE PRODUCE INCLUDED	826'-10"	
ASSUMED PALLET STORAGE	74	
BUILDING DIMENSIONS	119'-4" x 153'-4"	
SALES FLOOR DIMENSIONS	74'-8" x 151'-1"	
LENGTH OF MULTIDECK	120	
COOLER MILK DOORS	4	
COOLER GENERAL DOORS	12	
FREELER GENERAL DOORS	16	
SPOT MERCHANTS	10	
CART STORAGE	144	



**NOTES:**

- THIS DRAWING IS FOR GENERAL LAYOUT AND REFERENCE TO EQUIPMENT ONLY. ALL INFORMATION IS FOR ALDI OPERATIONAL USE ONLY AND SHALL NOT BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.
- ALL DIMENSIONS TO WALLS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE. THIS FACILITY DOES NOT CONTAIN A BAKERY, A BUTCHER, A DELI OR FISH COUNTER.
- ALL FOOD IS PREPACKAGED. THERE IS NO ON-SITE FOOD PREPARATION.
- GONDOLA LOCATIONS ARE MEASURED FROM THE FACE OF THE STAINLESS STEEL PIGE TAG MOLDING (SPTM).

**1 Operations Plan**  
SCALE: 1/8" = 1'-0"



Issued:	Date:
Concept No 1	08/26/20
Revisions:	Date:

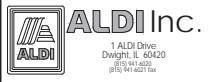
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**ms consultants, inc.**  
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phone 614.898.7100  
fax 614.898.7570

DRAWN BY: CLS  
REVIEWED BY: MAL

Seal  
**PRELIMINARY - NOT FOR CONSTRUCTION**



**ALDI Inc. Store #: 55**  
Bloomington, IL  
Village Ln & S. Mercer Ave  
Bloomington, IL 61704  
McLean County  
Project Name & Location:

Operations Plan	
Drawing Name:	Prototype Rls. 6/3/20
Project No.	40200-79
Type:	RHSD-V7ER
Scale:	As Noted
Drawing No.	A-131

Issued:	Date:
Concept No 1	08/26/20
Revisions:	Date:

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**ms consultants, inc.**  
 engineers, architects, planners  
 2221 Schrock Road  
 Columbus, Ohio 43229-1547  
 phone 614.898.7100  
 fax 614.898.7570

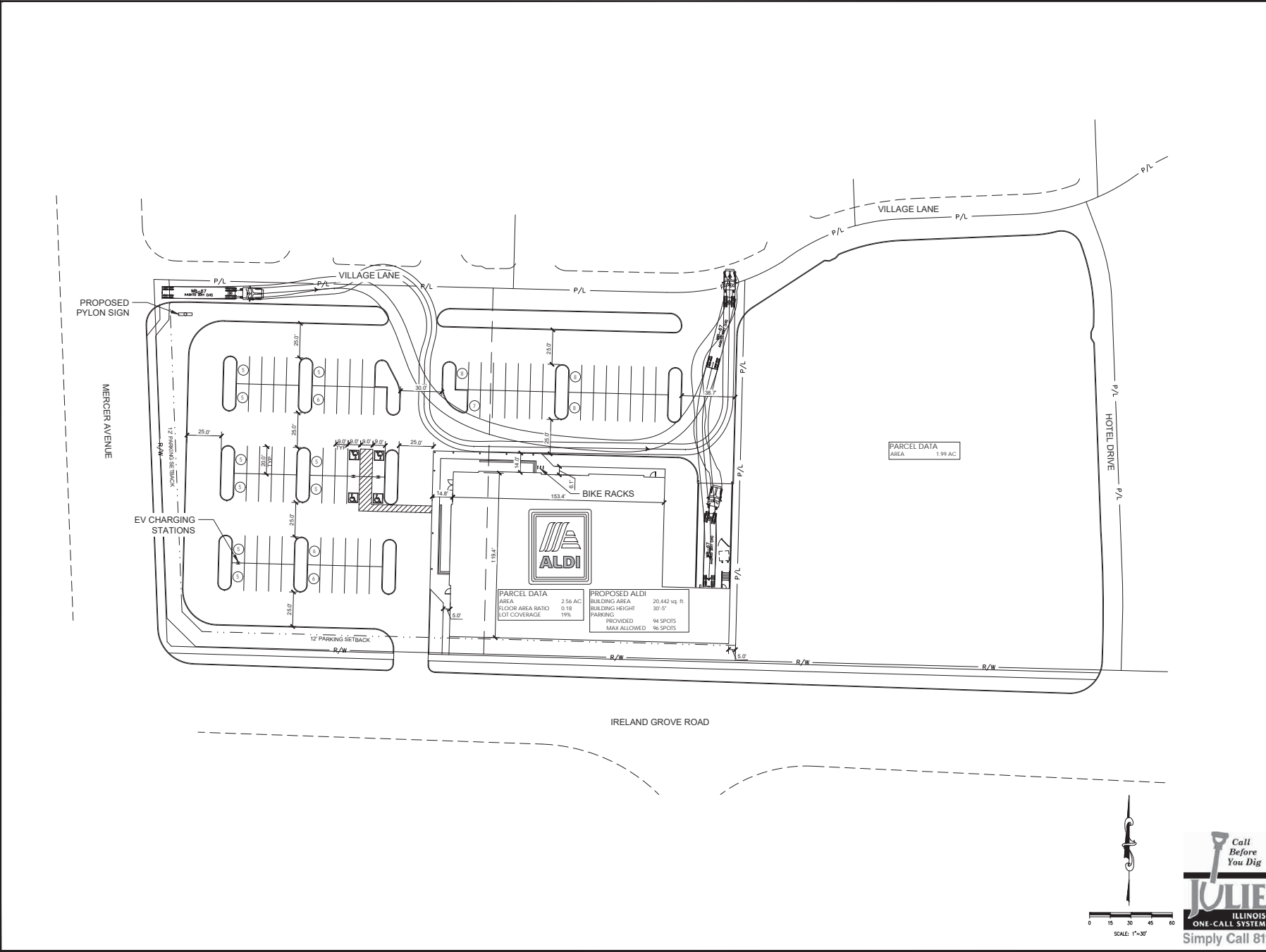
DRAWN BY: SAZ  
 REVIEWED BY: KEA

Seal  
**PRELIMINARY - NOT FOR CONSTRUCTION**



ALDI Inc. Store #: 55  
 Bloomington, IL  
 Village Ln & S. Mercer Ave  
 Bloomington, IL 61704  
 McLean County  
 Project Name & Location:

<b>Concept Site Plan</b>	
Drawing Name:	Project No.
Prototype Rls. 6/3/20	40200-79
Type: RHSD-V7ER	CSP-101
Scale: As Noted	Drawing No.



PARCEL DATA  
 AREA 1.99 AC

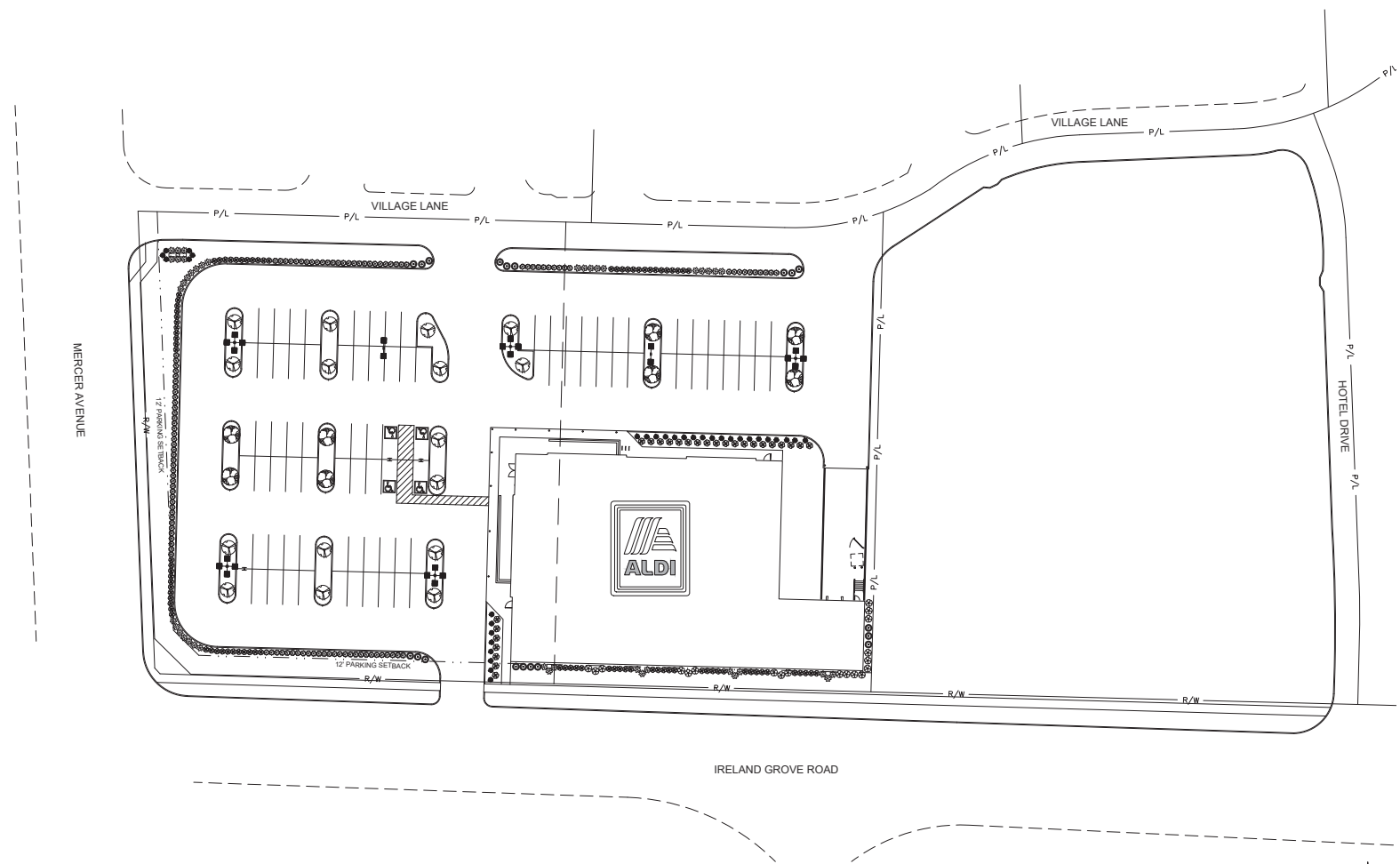
PARCEL DATA  
 AREA 2.56 AC  
 FLOOR AREA RATIO 0.18  
 LOT COVERAGE 19%

PROPOSED ALDI  
 BUILDING AREA 20,442 sq. ft.  
 BUILDING HEIGHT 30'-2"  
 PARKING PROVIDED 94 SPOTS  
 MAX ALLOWED 96 SPOTS



PLOTTED: 9/29/2020 3:56 PM

PLOTTED: 9/25/2020 4:26 PM



**PROPOSED PLANT SCHEDULE**

DECIDUOUS TREES	QUANTITY
	24
SHRUBS & PERENNIALS	QUANTITY
	340



Call Before You Dig  
  
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Issued:	Date:
Concept No 1	08/26/20
Revisions:	Date:

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**ms consultants, inc.**  
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 Columbus, Ohio 43229-1547  
 phone 614.898.7100  
 fax 614.898.7570

DRAWN BY: SAZ  
 REVIEWED BY: KEA

Seal  
**PRELIMINARY - NOT FOR CONSTRUCTION**

**ALDI Inc.**  
 1 ALDI Drive  
 Dwight, IL 60420  
 (630) 291-1000

ALDI Inc. Store #: 55  
 Bloomington, IL  
 Village Ln & S. Mercer Ave  
 Bloomington, IL 61704  
 McLean County  
 Project Name & Location:

**Concept Landscape Plan**

Drawing Name:	Project No.
Prototype Rls. 6/3/20	40200-79
Type:RHSD-V7ER	CSP-102

Scale: As Noted Drawing No.

NATIONAL ACCOUNT PRICING, PLEASE CALL ELVIR SULJIC AT CREE LIGHTING:  
262/884-3332 OR ESULJIC@CREELIGHTING.COM

Additional Required Equipment:  
(24) OSQ-DACS Direct Arm Mount  
(2) CL-SSP-4011-25-D2-PS (25' x 4' x 11ga STEEL SQUARE POLE, 2@180)  
(5) CL-SSP-4011-25-D6-PS (25' x 4' x 11ga STEEL SQUARE POLE, 4@90)

29' MH - Aldi Standard Area Light Mounting Height

Proposed Poles meets 100MPH sustained winds

**Luminaire Schedule**

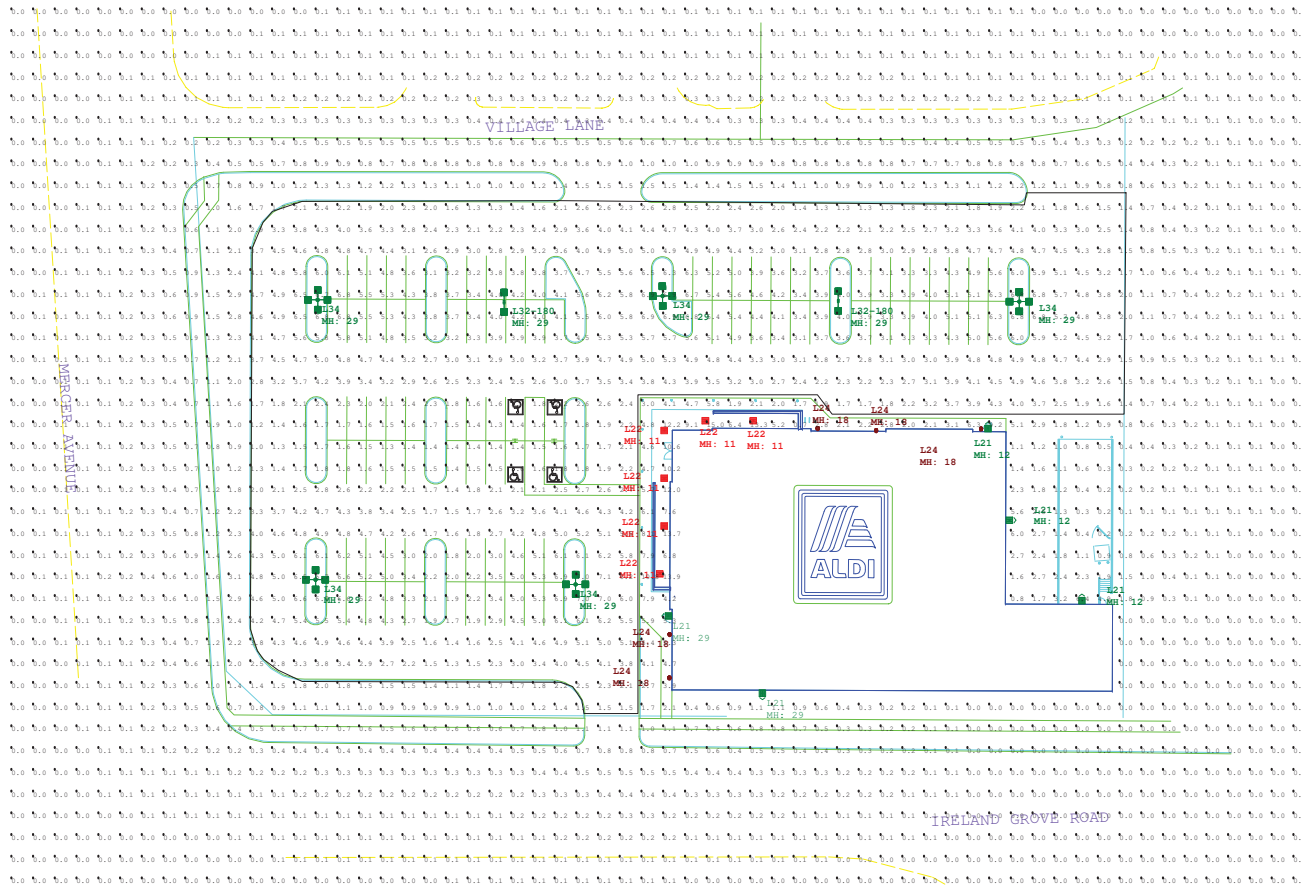
Symbol	Qty	Label	Arrangement	LMF	Lum. Lumens	Lum. Watts	Part Number
	5	L21	SINGLE	1.000	4270	33	XSPW-B-WM-3ME-4L-30K-UL-CS-P
	6	L22	SINGLE	1.000	4210	31	CPY250-B-DM-F-C-UL-CS-30K
	5	L24	SINGLE	1.000	N.A.	59	CL-20364LEDD-SAT-CLR-SB
	2	L32-180	BACK-BACK	1.000	11648	86	OSQ-A-NM-4ME-B-57K-UL-CS w/OSQ-DACS
	5	L34	4 @ 90°	1.000	11648	86	OSQ-A-NM-4ME-B-57K-UL-CS w/OSQ-DACS

**Calculation Summary; 1.00 LLF**

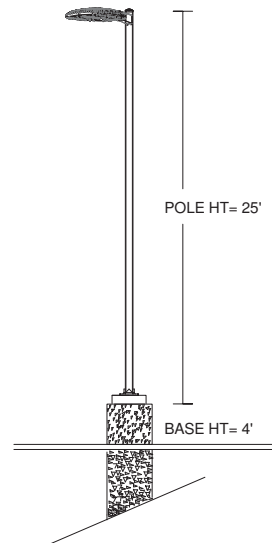
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
All Calc Points	Fc	1.35	15.0	0.0	N.A.	N.A.
PAVED AREA	Fc	3.59	7.1	1.1	3.26	6.45

**PAVED AREA**

Illuminance (Fc)  
Average = 3.59  
Maximum = 7.1  
Minimum = 1.1  
Avg/Min Ratio = 3.26  
Max/Min Ratio = 6.45



**OSQ Area Luminaire**



Illumination results shown on this lighting design are based on project parameters provided to Cree Lighting used in conjunction with luminaire test procedures conducted under laboratory conditions. Actual project conditions differing from these design parameters may affect field results. The customer is responsible for verifying dimensional accuracy along with compliance with any applicable electrical, lighting or energy code.

Project Name: Aldi -Bloomington, IL 55

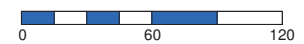
SR-32919

Footcandles calculated at grade

Filename: ALD-200924DHNCLJSR1.A

Layout By:  
Linda Schaller  
Date:9/29/2020

Scale 1" = 30'



A COMPANY OF IDEAL INDUSTRIES, INC.  
5201 Washington Ave, Racine, WI 53406 https://cree.com/lighting (800) 236-6800

VICINITY MAP (NOT TO SCALE)



# ALTA/NSPS LAND TITLE SURVEY

OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED ON SHEET 4.

TRACT 1 AREA 149,231 SQUARE FEET OR 3.43 ACRES MORE OR LESS  
 TRACT 2 AREA 62,876 SQUARE FEET OR 1.44 ACRES MORE OR LESS  
 TOTAL AREA 212,108 SQUARE FEET OR 4.87 ACRES MORE OR LESS

### BENCHMARKS

NOTE: MEASURED ELEVATIONS (NAVD 88) SHOWN HEREON ARE GEODETICALLY REFERENCED BASED ON REAL TIME GPS CORS OBSERVATIONS OF REFERENCE STATIONS MAINTAINED BY TRIMBLE NAVIGATION.

#### SITE BENCHMARK 1

CROSS CUT AT WALK INTERSECTION NORTH OF VILLAGE LANE, 24.9' NORTH OF THE NORTH LINE OF TRACT 1 AND 60.0' EAST OF THE WEST LINE OF TRACT 1 (BEING ALSO THE CENTERLINE OF GREENVIEW AVE).

ELEVATION = 845.28' (NAVD 88)

#### SITE BENCHMARK 2

CROSS CUT AT BACK OF SOUTH WALK FOR IRELAND GROVE RD, 45.0' SOUTH OF SOUTH LINE OF TRACT 1 AND ONLINE WITH THE WEST LINE OF TRACT 1 (BEING ALSO THE CENTERLINE OF GREENVIEW AVE).

ELEVATION = 845.30' (NAVD 88)

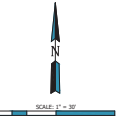
### BOUNDARY CURVE DATA TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1 (M)	147.87	87.62	N76°23'31"	86.34
C1 (R)	147.87	87.62	N76°18'58"	86.34
C2 (M)	150.00	93.21	N71°12'00"E	91.72
C2 (R)	150.00	93.21	N71°12'00"E	91.72
C3 (M)	150.00	47.10	N79°59'57"E	46.91
C3 (R)	150.00	47.10	N79°59'57"E	46.91
C4 (M)	150.00	48.87	S10°15'21"E	48.65
C4 (R)	150.00	48.87	S10°15'21"E	48.65
C5 (M)	250.00	15.95	S01°04'22"W	15.95
C5 (R)	250.00	15.97	S01°04'22"W	15.95

### LINE LEGEND

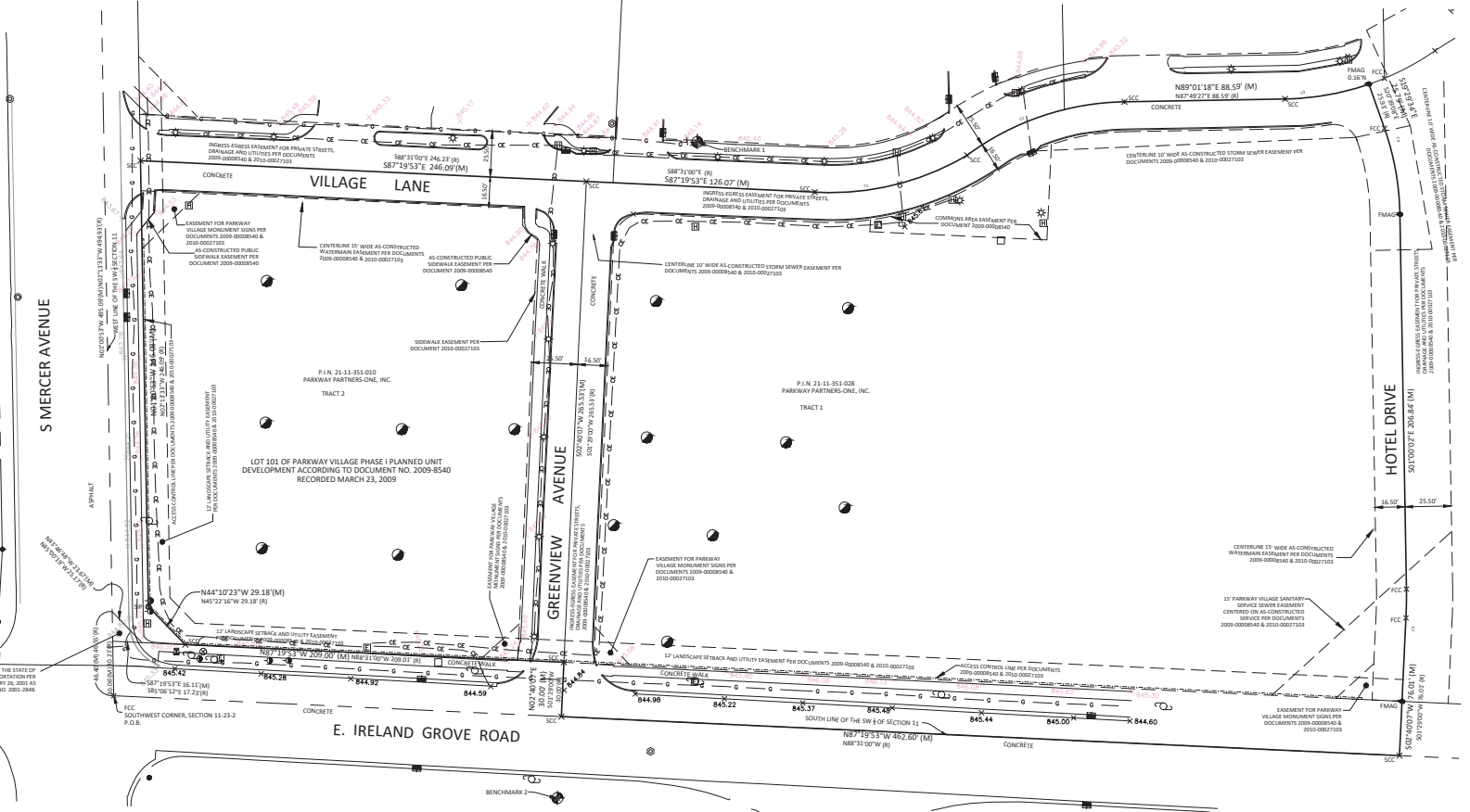
- SANITARY LINE
- STORM LINE
- WATER MAIN
- OVERHEAD WIRES
- ELECTRICAL CABLE
- TELEPHONE CABLE
- GAS MAIN
- FIBER OPTIC CABLE
- BOUNDARY
- EXISTING LOTS
- RIGHT-OF-WAY
- CENTERLINE
- BUILDING SETBACK LINE
- EASEMENT
- SECTION LINE
- ACCESS CONTROL LINE

P.L.N. 23-11-351-010  
 P.L.N. 23-11-351-028



### LEGEND

- SANITARY MANHOLE
- STORM MANHOLE
- STORM INLET
- CATCH BASIN
- VALVE WALK
- FIRE HYDRANT
- B-SOX
- WATER VALVE
- GUY WIRE
- ELECTRIC PEDESTAL METER
- ELECTRIC MANHOLE
- LIGHT POLE
- TRAFFIC SIGNAL WIMSAFT ARM
- TRAFFIC SIGNAL
- TRAFFIC VAULT
- TRAFFIC CONTROL PEDESTAL
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- CABLE TV RISER
- GAS METER
- GAS MANHOLE
- GAS VALVE
- STREET SIGN
- HAND HOLE
- BENCHMARK
- BORING
- CONCRETE CURB & GUTTER
- FIP FOUND IRON PIPE
- SFP SET IRON PIPE
- FMAG FOUND "PK" / MAGNETIC NAIL
- BMAG SET "PK" / MAGNETIC NAIL
- FCC FOUND "C" CUT
- SCC SET "C" CUT
- EC EDGE OF CONCRETE
- BC BACK OF CURB
- EP EDGE OF PAVEMENT
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION
- (D) DIMENSION PER LEGAL



### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
 COUNTY OF DUPAGE )  
 I, KURT K. ARB, being duly sworn, depose and say that I am the duly Licensed Professional Land Surveyor who prepared the foregoing map or plat and the survey on which it is based were made in accordance with the 2018 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6, 8(a), 8(b), 7(a), 7(b), 7(c), 8, 9, 11 and 13 of TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 18th, 2020.  
 DATE OF PLAT OR MAP 05/04/2020.

KURT K. ARB (2385)



ALL PROFESSIONAL LAND SURVEYOR LICENSES EXPIRE NOVEMBER 30, 2020.  
 DESIGN FIRM #18400465  
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

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PREPARED FOR:  
 ALDI INC.  
 1 ALDI DRIVE  
 DWIGHT, IL 60420

ALTA/NSPS LAND TITLE SURVEY  
 VILLAGE LANE AND MERCER AVENUE  
 BLOOMINGTON, ILLINOIS

PROJECT DESCRIPTION

No. DATE



WEAVER CONSULTANTS GROUP  
 1155 BOND STREET SUITE 400  
 BLOOMINGTON, ILLINOIS 61710  
 (815) 721-6848  
 www.wcgrp.com

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 Drawn by: KWA  
 Date: 9/04/2020  
 File: 0917-599-09  
 Scale: 80000000.00  
 SHEET 1 OF 4

VICINITY MAP (NOT TO SCALE)



# ALTA/NSPS LAND TITLE SURVEY

OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED ON SHEET 4.

### BENCHMARKS

NOTE: MEASURED ELEVATIONS (NAVD 88) SHOWN HEREON ARE GEODETICALLY REFERENCED BASED ON REALTIME GPS CORS OBSERVATIONS OF REFERENCE STATIONS MAINTAINED BY TRIMBLE NAVIGATION.

#### SITE BENCHMARK 1

CROSS CUT AT WALK INTERSECTION NORTH OF VILLAGE LANE, 24.9' SOUTH OF THE NORTH LINE OF TRACT 1 AND 60.0' EAST OF THE WEST LINE OF TRACT 1 (BEING ALSO THE CENTRELINE OF GREENVIEW AVE).

ELEVATION = 845.20' (NAVD 88)

#### SITE BENCHMARK 2

CROSS CUT AT BACK OF SOUTH WALK FOR IRELAND GROVE RD, 45.0' SOUTH OF SOUTH LINE OF TRACT 1 AND 60.0' EAST OF THE WEST LINE OF TRACT 1 (BEING ALSO THE CENTRELINE OF GREENVIEW AVE).

ELEVATION = 845.30' (NAVD 88)

TRACT 1 AREA 149,231 SQUARE FEET OR 3.43 ACRES MORE OR LESS  
TRACT 2 AREA 62,876 SQUARE FEET OR 1.44 ACRES MORE OR LESS  
TOTAL AREA 212,108 SQUARE FEET OR 4.87 ACRES MORE OR LESS

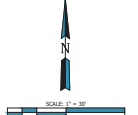
### BOUNDARY CURVE DATA TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1 (M)	147.82	87.62	N7°23'31"	86.34
C2 (M)	147.82	87.62	N7°18'58"	86.34
C3 (M)	150.00	93.21	N7°11'20"E	91.72
C4 (M)	150.00	93.21	N7°14'59"E	92.91
C5 (M)	150.00	47.07	N79°59'57"E	46.91
C6 (M)	150.00	96.34	N7°14'59"E	92.91
C7 (M)	150.00	48.87	S10°15'21"E	48.69
C8 (R)	150.00	48.37		
C9 (R)	250.00	15.96	S01°04'22"W	15.95
C10 (R)	250.00	15.97		

### LINE LEGEND

---	SAN	SAN	SAN	SAN	SANITARY LINE
---	STM	STM	STM	STM	STORM LINE
---	WM	WM	WM	WM	WATER MAIN
---	OWW	OWW	OWW	OWW	OVERHEAD WIRES
---	CE	CE	CE	CE	ELECTRICAL CABLE
---	T	T	T	T	TELEPHONE CABLE
---	G	G	G	G	GAS MAIN
---	FO	FO	FO	FO	FIBER OPTIC CABLE
---					BOUNDARY
---					EXISTING LOTS
---					RIGHT-OF-WAY
---					CENTERLINE
---					BUILDING SETBACK LINE
---					EASEMENT
---					SECTION LINE
---					ACCESS CONTROL LINE

P.L.N. 21-11-351-010  
P.L.N. 21-11-351-028



### LEGEND

- SANITARY MANHOLE
- STORM MANHOLE
- STORM INLET
- CATCH BASIN
- VALVE W/ALT
- FIRE HYDRANT
- B-SOX
- WATER VALVE
- POWER POLE
- QUY WIRE
- ELECTRIC PEDESTAL METER
- ELECTRIC MANHOLE
- LIGHT POLE
- TRAFFIC SIGNAL W/MAST ARM
- TRAFFIC SIGNAL
- TRAFFIC VAULT
- TRAFFIC CONTROL PEDESTAL
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- CABLE TV RISER
- GAS METER
- GAS MANHOLE
- GAS VALVE
- STREET SIGN
- HAND HOLE
- BENCHMARK
- BORING
- CONCRETE CURB & GUTTER
- PIP FOUND IRON PIPE
- SPP FOUND SET IRON PIPE
- FMAG FOUND "PK" / MAGNETIC NAIL
- BMAG FOUND SET "PK" / MAGNETIC NAIL
- FCC FOUND "Y" CUT
- SCC FOUND SET "Y" CUT
- EC EDGE OF CONCRETE
- BC BACK OF CURB
- EP EDGE OF PAVEMENT
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION
- (D) DIMENSION PER LEGAL



### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
 COUNTY OF DUPAGE )  
 I, ALDI INC.,  
 PARKWAY PARTNERS ONE, INC. AN ILLINOIS CORPORATION,  
 CHICAGO TITLE INSURANCE COMPANY,  
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT  
 IS BASED WERE MADE IN ACCORDANCE WITH THE 2018 MINIMUM STANDARD DETAIL  
 REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND  
 ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 8(a), 8(b), 7(a), 7(b), 7(c),  
 8, 9, 11 AND 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON  
 AUGUST 18th, 2020.  
 DATE OF PLAT OR MAP 05/04/2020.

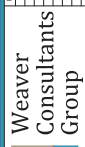
**DRAFT**



KURT K. WEBER  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3265  
 WEAVER CONSULTANTS GROUP  
 ALL PROFESSIONAL LAND SURVEYOR LICENSES EXPIRE NOVEMBER 30, 2020  
 DESIGN FIRM #1840465  
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM  
 STANDARDS FOR A BOUNDARY SURVEY.

PREPARED FOR:  
**ALDI INC.**  
 1 ALDI DRIVE  
 DWIGHT, IL 60420

ALTA/NSPS LAND TITLE SURVEY  
 VILLAGE LANE AND MERCER AVENUE  
 BLOOMINGTON, ILLINOIS



WEAVER CONSULTANTS GROUP  
 1155 BOND STREET SUITE 200  
 BLOOMINGTON, ILLINOIS 61710  
 www.wcgrp.com

DATE: 9/04/2020  
 TIME: 0917-599-09  
 SHEET 1 OF 4



VICINITY MAP (NOT TO SCALE)



# ALTANSPS LAND TITLE SURVEY

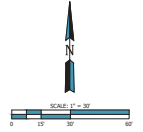
OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED ON SHEET 4

## ALTA SURVEY STANDARDS - TABLE A NOTES

- ITEM 1. FOUND AND SET BOUNDARY MONUMENTS SHOWN HEREON.
- ITEM 2. ADDRESSES OF THE PROPERTY OBSERVED WHILE CONDUCTING THE FIELDWORK ARE SHOWN HEREON.
- ITEM 3. THE SUBJECT PROPERTY IS WITHIN ZONE X, AS PER FEMA FLOOD INSURANCE RATE MAPS. MAP NUMBER 17150206E, WITH A MAP EFFECTIVE DATE OF JULY 15, 2008.
- ITEM 4. GROSS LAND AREA OF THE SUBJECT TRACT IS SHOWN HEREON.
- ITEM 5. VERTICAL RELIEF SHOWN HEREON BASED ON NAVD 83 DATUM.
- ITEM 6(A), (B), (C) PENDING ZONING REPORT.
- ITEM 7(A), (B), (C), (D) NO BUILDINGS OR STRUCTURES WERE OBSERVED ON THE SURVEYED PROPERTY.
- ITEM 8. SUBSTANTIAL IMPROVEMENTS OBSERVED AT THE TIME THE FIELDWORK WAS PERFORMED ARE SHOWN HEREON.
- ITEM 9. NO VISIBLE MARKED PARKING STALLS WERE OBSERVED ON THE SURVEYED PROPERTY.
- ITEM 11. SURFACE EVIDENCE OF UNDERGROUND UTILITIES AND UTILITIES MARKED BY THE PRIVATE LOCATING SERVICES SHOWN HEREON. UTILITIES SHOWN MAY NOT REPRESENT ALL UTILITIES PRESENT ON THE SITE. SEE SURVEYORS' NOTE 7.
- ITEM 13. PARCEL OWNER INFORMATION IS SHOWN AS BASED ON PUBLICLY AVAILABLE ON-LINE TAX INFORMATION SOURCES.

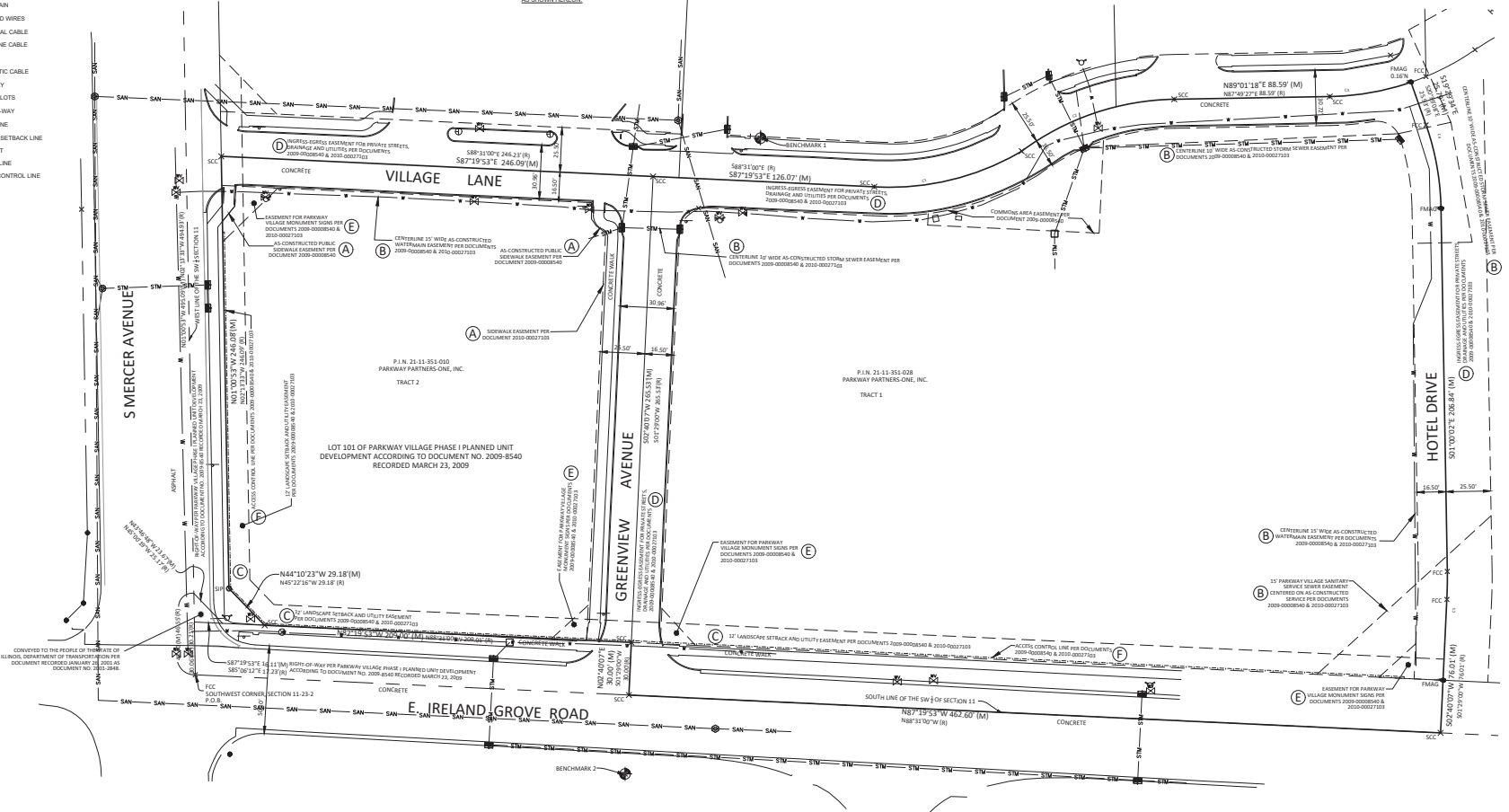
## TITLE COMMITMENT SCHEDULE B, PART II EXCEPTIONS

- PER TITLE COMMITMENT FROM CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NUMBER 5606-2001492 WITH A COMMITMENT DATE OF AUGUST 4, 2020.
- (M) INDICATES ITEM PLOTTED ON DRAWING.
- ITEMS 1 THROUGH 12, 21, 22, 24 THROUGH 28 (NOT SURVEY RELATED).
- 13. RIGHT OF WAY EASEMENT DATED JUNE 21, 1988 AND RECORDED AUGUST 5, 1988 AS DOCUMENT NO. 88-3476 FROM STANLY TUCK CITY TO GTE INTO ALL RIGHTS THEREUNDER AND ALL TERMS THEREOF.
- DOCUMENT NOT PROVIDED TO THE SURVEYOR.
- 14. AN ORDINANCE FOR THE ANNEXATION OF A PARCEL OF LAND - ORDINANCE NO. 2000-32 NOT PRESENTLY WITH THE CORPORATE LIMITS OF THE CITY OF BLOOMINGTON RECORDED APRIL 10, 2000 AS DOCUMENT NO. 2000098102.
- LEGAL DESCRIPTION CONTAINED IN THE DOCUMENT IS AMBIGUOUS AND CAN NOT BE RECONCILED.
- (A) 16. EASEMENT FOR PEDESTRIAN SIDEWALK AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8540 AND PLAT OF SUBDIVISION RECORDED NOVEMBER 1, 2010 AS DOCUMENT NO. 2010-27103.
- AS SHOWN HEREON.
- (B) 16. EASEMENTS FOR UTILITIES AND SEWERS AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8540 AND PLAT OF SUBDIVISION RECORDED NOVEMBER 1, 2010 AS DOCUMENT NO. 2010-27103.
- AS SHOWN HEREON.
- (C) 17. BUILDING SETBACK LINES AND LANDSCAPE SETBACK LINES AS SHOWN ON THE PLAT OF SAID SUBDIVISION RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8540 AND PLAT OF SUBDIVISION RECORDED NOVEMBER 1, 2010 AS DOCUMENT NO. 2010-27103.
- AS SHOWN HEREON.
- (D) 18. INGRESS AND EGRESS EASEMENT FOR PRIVATE STREETS AND PRIMARY ACCESS ALLEYS WITH DRAINAGE AND PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8540 AND PLAT OF SUBDIVISION RECORDED NOVEMBER 1, 2010 AS DOCUMENT NO. 2010-27103.
- AS SHOWN HEREON.
- (E) 19. EASEMENTS FOR PARKWAY VILLAGE SIGNS AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8540 AND PLAT OF SUBDIVISION RECORDED NOVEMBER 1, 2010 AS DOCUMENT NO. 2010-27103.
- AS SHOWN HEREON.
- (F) 20. ACCESS CONTROL LINE AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8540 AND PLAT OF SUBDIVISION RECORDED NOVEMBER 1, 2010 AS DOCUMENT NO. 2010-27103.
- AS SHOWN HEREON.
- 19. GRANT OF EASEMENT TO NICOR GAS DATED AUGUST 28, 2009 AND RECORDED JANUARY 19, 2010 AS DOCUMENT NO. 2010-07036 MADE BY PARKWAY PARTNERS ONE, AN ILLINOIS CORPORATION TO NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS CORPORATION, USA NICOR GAS COMPANY. ALL RIGHTS THEREUNDER AND ALL TERMS THEREOF.
- AFFECTS ADJACENT PROPERTY TO THE NORTH.
- 24. DEED RESTRICTION AND PROTECTIVE COVENANT DATED MARCH 17, 2011 AND RECORDED APRIL 19, 2011 AS DOCUMENT NO. 2011-9371.
- AFFECTS THE SUBJECT TRACTS, IS AN ENCLAVE IN NATURE, NOT PLOTTABLE.



LINE LEGEND	
— SAN — SAN — SAN — SAN —	SANITARY LINE
— STM — STM — STM — STM —	STORM LINE
— WM — WM — WM — WM —	WATER MAIN
— OHW — OHW — OHW — OHW —	OVERHEAD WIRES
— CE — CE — CE — CE —	ELECTRICAL CABLE
— T — T — T — T —	TELEPHONE CABLE
— G — G — G — G —	GAS MAIN
— FO — FO — FO — FO —	FIBER OPTIC CABLE
— — — — —	BOUNDARY
— — — — —	EXISTING LOTS
— — — — —	RIGHT-OF-WAY
— — — — —	CENTERLINE
— — — — —	BUILDING SETBACK LINE
— — — — —	EASEMENT
— — — — —	SECTION LINE
— — — — —	ACCESS CONTROL LINE

LEGEND	
⊙	SANITARY MANHOLE
⊙	STORM MANHOLE
⊙	STORM INLET
⊙	CATCH BASIN
⊙	VALVE VAULT
⊙	FIRE HYDRANT
⊙	B-BOX
⊙	WATER VALVE
⊙	POWER POLE
⊙	GUY WIRE
⊙	ELECTRIC PEDESTAL/METER
⊙	ELECTRIC MANHOLE
⊙	LIGHT POLE
⊙	TRAFFIC SIGNAL W/MAST ARM
⊙	TRAFFIC SIGNAL
⊙	TRAFFIC VAULT
⊙	TRAFFIC CONTROL PEDESTAL
⊙	TELEPHONE PEDESTAL
⊙	TELEPHONE MANHOLE
⊙	CABLE TV RISER
⊙	GAS METER
⊙	GAS MANHOLE
⊙	GAS VALVE
⊙	STREET SIGN
⊙	HAND HOLE
⊙	BENCHMARK
⊙	BORING
⊙	CONCRETE CURB & GUTTER
⊙	FOUND IRON PIPE
⊙	SET IRON PIPE
⊙	FMAG FOUND "PK" / MAGNETIC NAIL
⊙	BMAG FOUND "PK" / MAGNETIC NAIL
⊙	FOUND "X" CUT
⊙	SET "X" CUT
⊙	EDGE OF CONCRETE
⊙	BACK OF CURB
⊙	EP EDGE OF PAVEMENT
(M)	MEASURED DIMENSION
(R)	RECORD DIMENSION
(D)	DIMENSION PER LEGAL



PREPARED FOR:  
ALDI INC.  
1 ALDI DRIVE  
DWIGHT, IL 60420

ALTANSPS LAND TITLE SURVEY  
VILLAGE LANE AND MERCER AVENUE  
BLOOMINGTON, ILLINOIS

NO.	DATE	REVISION/DESCRIPTION

**Weaver Consultants Group**

WEAVER CONSULTANTS GROUP  
1515 KENNEDY DRIVE, SUITE 200  
BLOOMINGTON, ILLINOIS 61710  
WWW.WCGP.COM

REUSE OF DOCUMENTS  
This document, and the design incorporated herein, is an instrument of the property of Weaver Consultants Group, and it will be used in the work of its professional members without the prior written consent of Weaver Consultants Group.

DESIGN BY: KJW/MSK  
REVISION BY: KXA  
DATE: 9/04/2020  
FILE: 0917-599-09  
JOB: BLOOMINGTON  
SHEET 2 OF 4

# ALTA/NSPS LAND TITLE SURVEY

## VESTING DEED BOUNDARY

### TRACT 1

#### LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH 02 DEGREES 13 MINUTES 33 SECONDS WEST LINE OF SAID SECTION 11, 30.21 FEET TO THE OCCUPIED NORTH LINE OF IRELAND GROVE ROAD, THENCE SOUTH 85 DEGREES 06 MINUTES 7 SECONDS EAST ALONG SAID OCCUPIED NORTH LINE, 17.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF MERCER AVENUE, THENCE NORTH 45 DEGREES 00 MINUTES 18 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE 65.17 FEET TO A POINT LYING 48.55 FEET NORTH OF THE AFORESAID SOUTHWEST CORNER OF SECTION 11; THENCE NORTH 02 DEGREES 13 MINUTES 33 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF MERCER AVENUE AND WEST LINE OF SECTION 11, 684.89 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF VETERANS PARKWAY (S1 ROUTE 69), THENCE NORTH 88 DEGREES 13 MINUTES 09 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE 76 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 38 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, 21.23 FEET TO A POINT LYING 73.00 FEET NORMAL DISTANCE SOUTHEASTERLY OF THE SURVEYED CENTERLINE OF SAID VETERANS PARKWAY, THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID VETERANS PARKWAY, A CURVE TO THE LEFT, CONVEX TO THE SOUTHEAST WITH A RADIUS OF 4965.61 FEET AND AN INITIAL TANGENT BEARING NORTH 43 DEGREES 23 MINUTES 23 SECONDS EAST, A DISTANCE OF 735.86 FEET TO A POINT ON CURVE LYING 75.00 FEET NORMAL DISTANCE SOUTHEASTERLY OF SAID CENTERLINE, THENCE NORTH 07 DEGREES 38 MINUTES 41 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 100.83 FEET TO A POINT LYING 85.00 FEET NORMAL DISTANCE SOUTHEASTERLY OF SAID CENTERLINE, THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A CURVE TO THE LEFT, CONVEX TO THE SOUTHEAST WITH A RADIUS OF 4965.61 FEET AND AN INITIAL TANGENT BEARING NORTH 03 DEGREES 03 MINUTES 33 SECONDS EAST, A DISTANCE OF 255.81 FEET TO A POINT ON CURVE LYING 85.00 FEET NORMAL DISTANCE SOUTHEASTERLY OF SAID CENTERLINE, THENCE SOUTH 02 DEGREES 14 MINUTES 12 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 6.80 FEET TO A POINT OF LYING 90.00 FEET NORMAL DISTANCE SOUTHEASTERLY OF SAID CENTERLINE, THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A CURVE TO THE LEFT, CONVEX TO THE SOUTHEAST, WITH A RADIUS OF 3008.91 FEET AND AN INITIAL TANGENT BEARING NORTH 90 DEGREES 17 MINUTES 49 SECONDS EAST, A DISTANCE OF 8.00 FEET TO A POINT ON THE WEST LINE OF STATE PARK SOUTH SUBDIVISION FIRST ADDITION RECORDS ON OCTOBER 24, 2009 AS DOCUMENT NO. 2009-28012, IN MCLEAN COUNTY RECORDERS OFFICE, THENCE SOUTH 02 DEGREES 10 MINUTES 33 SECONDS EAST ALONG THE WEST LINE OF SAID ADDITION, 1177.43 FEET TO THE AFORESAID OCCUPIED NORTH LINE OF IRELAND GROVE ROAD, THENCE CONTINUING SOUTH 02 DEGREES 03 MINUTES 33 SECONDS EAST ALONG AFORESAID WEST LINE 30.88 FEET TO THE SOUTH LINE OF AFORESAID SECTION 11, THENCE NORTH 88 DEGREES 13 MINUTES 09 SECONDS WEST, ALONG SAID SOUTH LINE OF SECTION 11, 1004.97 FEET TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

EXCEPT THEREFROM:  
THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION PER DOCUMENT RECORDED JANUARY 26, 2001 AS DOCUMENT NO. 2001-2848.  
EXCEPT THEREFROM:

PARKWAY VILLAGE PHASE 1 PLANNED UNIT DEVELOPMENT BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8546, IN THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

PARKWAY VILLAGE PHASE 2 PLANNED UNIT DEVELOPMENT BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 1, 2010 AS DOCUMENT NO. 2010-27103, IN MCLEAN COUNTY, ILLINOIS.

ALSO EXCEPT THEREFROM:  
PARKWAY VILLAGE PHASE 3 BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 2015 AS DOCUMENT NO. 2015-3032, IN MCLEAN COUNTY, ILLINOIS.

ALSO EXCEPT THEREFROM:  
PARKWAY VILLAGE PHASE 4 PLANNED UNIT DEVELOPMENT BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 2015 AS DOCUMENT NO. 2015-1845, IN MCLEAN COUNTY, ILLINOIS.

ALSO EXCEPT THEREFROM:  
PARKWAY VILLAGE PHASE 5 BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8546, IN THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

### TRACT 2

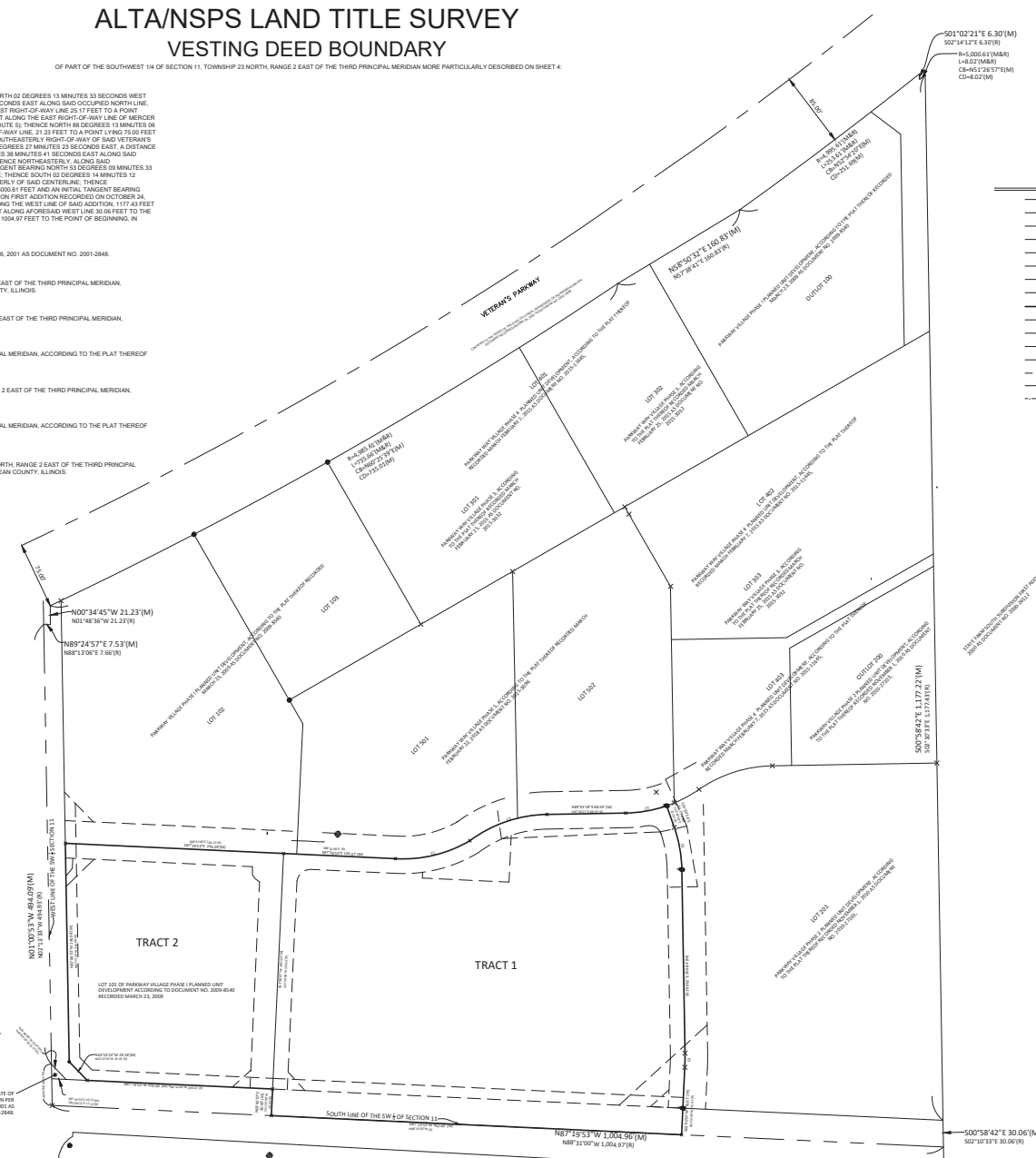
LOTS 101 OF PARKWAY VILLAGE PHASE 1 PLANNED UNIT DEVELOPMENT BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8546, IN THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

#### BOUNDARY CURVE DATA TABLE

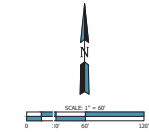
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1 (R)	147.83	87.62	N75°14'58"E	86.34
C2 (R)	150.00	93.24	N75°02'00"E	91.72
C3 (R)	150.00	93.20	N75°59'53"E	46.91
C4 (R)	150.00	66.24	N77°04'59"E	55.91
C5 (R)	150.00	48.47	S70°02'25"E	48.65
C6 (R)	150.00	48.37	S61°04'22"W	15.95
C7 (R)	250.00	15.90		
C8 (R)	250.00	15.97		

CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION PER DOCUMENT RECORDED JANUARY 26, 2001 AS DOCUMENT NO. 2001-2848.

OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED ON SHEET 4.



501°02'21"E 6.30'(M)  
502°42'2"E 6.30'(R)  
R=5,000.61(MAR)  
L=8.02(MAR)  
CH=853.2837'(M)  
CD=8.02'(M)



#### LINE LEGEND

— SAN —	SAN	SAN	SAN	SAN	SANITARY LINE
— STM —	STM	STM	STM	STM	STORM LINE
— W M —					WATER MAIN
— OW —	OW	OW	OW	OW	OVERHEAD WIRES
— CE —	CE	CE	CE	CE	ELECTRICAL CABLE
— T —	T	T	T	T	TELEPHONE CABLE
— G —	G	G	G	G	GAS MAIN
— FO —	FO	FO	FO	FO	FIBER OPTIC CABLE
— B —					BOUNDARY
— RL —					EXISTING LOTS
— R —					RIGHT-OF-WAY
— C —					CENTERLINE
— B S —					BUILDING SETBACK LINE
— E —					EASEMENT
— S —					SECTION LINE
— A —					ACCESS CONTROL LINE

#### LEGEND

⊙	SANITARY MANHOLE
⊙	STORM MANHOLE
⊙	STORM INLET
⊙	CATCH BASIN
⊙	VALVE VAULT
⊙	FIRE HYDRANT
⊙	B-BOX
⊙	WATER VALVE
⊙	POWER POLE
⊙	GUY WIRE
⊙	ELECTRIC PEDESTAL METER
⊙	ELECTRIC MANHOLE
⊙	LIGHT POLE
⊙	TRAFFIC SIGNAL WISAMT ARM
⊙	TRAFFIC SIGNAL
⊙	TRAFFIC VAULT
⊙	TRAFFIC CONTROL PEDESTAL
⊙	TELEPHONE PEDESTAL
⊙	TELEPHONE MANHOLE
⊙	CABLE TV RISER
⊙	GAS METER
⊙	GAS MANHOLE
⊙	GAS VALVE
⊙	STREET SIGN
⊙	HAND HOLE
⊙	BENCHMARK
⊙	BORING
⊙	CONCRETE CURB & GUTTER
⊙	FOUND IRON PIPE
⊙	SET IRON PIPE
⊙	FOUND "TR" / MAGNETIC NAIL
⊙	SET "TR" / MAGNETIC NAIL
⊙	FOUND "V" CUT
⊙	SET "V" CUT
⊙	EDGE OF CONCRETE
⊙	BACK OF CURB
⊙	EDGE OF PAVEMENT
(M)	MEASURED DIMENSION
(R)	RECORD DIMENSION
(D)	DIMENSION PER LEGAL

PREPARED FOR:  
**ALDI INC.**  
1 ALDI DRIVE  
DWIGHT, IL 60420

ALTA/NSPS LAND TITLE SURVEY  
VILLAGE LANE AND MERCER AVENUE  
BLOOMINGTON, ILLINOIS

WEAVER CONSULTANTS GROUP  
1154 BOWEN STREET SUITE 300  
BLOOMINGTON, ILLINOIS 61702-4848  
www.wcgrp.com

SCALE OF DOCUMENTS  
This document, and the design incorporated herein, is a preliminary design and is not to be used for construction without the approval of the Engineer of Record.

DATE: 9/04/2020  
FILE: 0917-599-09  
JOB: 0917-599-09  
SHEET 3 OF 4

# ALTA/NSPS LAND TITLE SURVEY

OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH 02 DEGREES 13 MINUTES 30 SECONDS WEST LINE OF SAID SECTION 11, 30.21 FEET TO THE OCCUPIED NORTH LINE OF BELMONT GROVE ROAD, THENCE SOUTH 85 DEGREES 09 MINUTES 12 SECONDS EAST ALONG SAID OCCUPIED NORTH LINE, 17.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF MERCER AVENUE, THENCE NORTH 45 DEGREES 10 MINUTES 19 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE 25.17 FEET TO A POINT LYING 48.65 FEET NORTH OF THE AFORESAID SOUTHWEST CORNER OF SECTION 11, THENCE NORTH 02 DEGREES 13 MINUTES 30 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF MERCER AVENUE AND WEST LINE OF SECTION 11, 49.49 FEET TO THE SOUTHEASTLY RIGHT-OF-WAY OF VETERANS PARKWAY (U.S. ROUTE 66) (FA ROUTE 5), THENCE NORTH 01 DEGREES 13 MINUTES 30 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE 74.6 FEET, THENCE NORTH 01 DEGREES 46 MINUTES 36 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, 21.23 FEET TO A POINT LYING 75.00 FEET NORMAL DISTANCE SOUTHEASTLY OF SAID CENTERLINE, THENCE NORTH 87 DEGREES 38 MINUTES 57 SECONDS EAST ALONG SAID SOUTHEASTLY RIGHT-OF-WAY LINE, 40.83 FEET TO A POINT LYING 85.00 FEET NORMAL DISTANCE SOUTHEASTLY OF SAID CENTERLINE, THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTLY RIGHT-OF-WAY LINE, A CURVE TO THE LEFT, CONVEX TO THE SOUTH WITH A RADIUS OF 4965.41 FEET AND AN INITIAL TANGENT BEARING NORTH 03 DEGREES 27 MINUTES 23 SECONDS EAST, A DISTANCE OF 735.46 FEET TO A POINT ON CURVE LYING 75.00 FEET NORMAL DISTANCE SOUTHEASTLY OF SAID CENTERLINE, THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTLY RIGHT-OF-WAY LINE, A CURVE TO THE LEFT, CONVEX TO THE SOUTH WITH A RADIUS OF 4965.41 FEET AND AN INITIAL TANGENT BEARING NORTH 03 DEGREES 27 MINUTES 23 SECONDS EAST, A DISTANCE OF 735.46 FEET TO A POINT ON CURVE LYING 85.00 FEET NORMAL DISTANCE SOUTHEASTLY OF SAID CENTERLINE, THENCE SOUTH 02 DEGREES 14 MINUTES 12 SECONDS EAST, ALONG SAID SOUTHEASTLY RIGHT-OF-WAY LINE, 6.30 FEET TO A POINT OF LYING 80.00 FEET NORMAL DISTANCE SOUTHEASTLY OF SAID CENTERLINE, THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTLY RIGHT-OF-WAY LINE, A CURVE TO THE LEFT, CONVEX TO THE SOUTH, WITH A RADIUS OF 5000.41 FEET AND AN INITIAL TANGENT BEARING NORTH 02 DEGREES 17 MINUTES 40 SECONDS EAST, A DISTANCE OF 3.01 FEET TO A POINT ON THE WEST LINE OF STATE FARM SOUTH SUBDIVISION FIRST ADDITION RECORDED ON OCTOBER 24, 2000 AS DOCUMENT NO. 2000-26812, IN MCLEAN COUNTY RECORDERS OFFICE, THENCE SOUTH 02 DEGREES 10 MINUTES 33 SECONDS EAST, ALONG THE WEST LINE OF SAID ADDITION, 177.43 FEET TO THE AFORESAID OCCUPIED NORTH LINE OF BELMONT GROVE ROAD, THENCE CONTINUING SOUTH 02 DEGREES 10 MINUTES 33 SECONDS EAST ALONG AFORESAID WEST LINE 30.00 FEET TO THE SOUTH LINE OF AFORESAID SECTION 11, THENCE NORTH 88 DEGREES 31 MINUTES 00 SECONDS WEST, ALONG SAID SOUTH LINE OF SECTION 11, 504.07 FEET TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

EXCEPTING THEREFROM:

THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION PER DOCUMENT RECORDED JANUARY 26, 2001 AS DOCUMENT NO. 2001-2848.

EXCEPTING THEREFROM:

PARKWAY VILLAGE PHASE I PLANNED UNIT DEVELOPMENT BEING A PART OF THE SOUTHWEST 1/4, SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8586, IN THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM:

PARKWAY VILLAGE PHASE II PLANNED UNIT DEVELOPMENT BEING A PART OF THE SOUTHWEST 1/4, SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 1, 2010 AS DOCUMENT NO. 2010-27103, IN MCLEAN COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM:

PARKWAY VILLAGE PHASE 3 BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 2015 AS DOCUMENT NO. 2015-3092, IN MCLEAN COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM:

PARKWAY VILLAGE PHASE 4 PLANNED UNIT DEVELOPMENT BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 2015 AS DOCUMENT NO. 2015-11645, IN MCLEAN COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM:

PARKWAY VILLAGE PHASE 5 BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH FEBRUARY 22, 2015 AS DOCUMENT NO. 2015-3096, IN MCLEAN COUNTY, ILLINOIS.

TRACT 2:

LOTS 101 OF PARKWAY VILLAGE PHASE I PLANNED UNIT DEVELOPMENT BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8586 IN THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

## TITLE COMMITMENT SCHEDULE B, PART II EXCEPTIONS

PER TITLE COMMITMENT FROM CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NUMBER 5606-2001482 WITH A COMMITMENT DATE OF AUGUST 4, 2020.

(X) INDICATES ITEM PLOTTED ON DRAWING

ITEMS 1 THROUGH 12, 21, 22, 24 THROUGH 28 (NOT SURVEY RELATED)

13. RIGHT OF WAY EASEMENT DATED JUNE 21, 1989 AND RECORDED AUGUST 5, 1989 AS DOCUMENT NO. 88-5476 FROM STANLY TUCK CITY TO GTE MTD ALL RIGHTS THEREUNDER AND ALL TERMS THEREOF.

DOCUMENT NOT PROVIDED TO THE SURVEYOR.

14. AN ORDINANCE FOR THE ANNEXATION OF A PARCEL OF LAND - ORDINANCE NO. 2000-32 NOT PRESENTLY WITH THE CORPORATE LIMITS OF THE CITY OF BLOOMINGTON RECORDED APRIL 10, 2000 AS DOCUMENT NO. 2000R0302.

LEGAL DESCRIPTION CONTAINED IN THE DOCUMENT IS AMBIGUOUS AND CAN NOT BE PRECISELY LOCATED.

(A) 15. EASEMENT FOR PEDESTRIAN SIDEWALK AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8540 AND PLAT OF SUBDIVISION RECORDED NOVEMBER 1, 2010 AS DOCUMENT NO. 2010-27103.

AS SHOWN HEREON.

(B) 16. EASEMENTS FOR UTILITIES AND SEWERS AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8540 AND PLAT OF SUBDIVISION RECORDED NOVEMBER 1, 2010 AS DOCUMENT NO. 2010-27103.

AS SHOWN HEREON.

(C) 17. BUILDING SETBACK LINES AND LANDSCAPE SETBACK LINES AS SHOWN ON THE PLAT OF SAID SUBDIVISION RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8540 AND PLAT OF SUBDIVISION RECORDED NOVEMBER 1, 2010 AS DOCUMENT NO. 2010-27103.

AS SHOWN HEREON.

(D) 18. INTEREST AND EGRESS EASEMENT FOR PRIVATE STREETS AND PRIMARY ACCESS ABILES WITH DRAINAGE AND PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8540 AND PLAT OF SUBDIVISION RECORDED NOVEMBER 1, 2010 AS DOCUMENT NO. 2010-27103.

AS SHOWN HEREON.

(E) 19. EASEMENTS FOR PARKWAY VILLAGE SIGNS AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8540 AND PLAT OF SUBDIVISION RECORDED NOVEMBER 1, 2010 AS DOCUMENT NO. 2010-27103.

AS SHOWN HEREON.

(F) 20. ACCESS CONTROL LINE AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED MARCH 23, 2009 AS DOCUMENT NO. 2009-8540 AND PLAT OF SUBDIVISION RECORDED NOVEMBER 1, 2010 AS DOCUMENT NO. 2010-27103.

AS SHOWN HEREON.

23. GRANT OF EASEMENT TO INOR GAS DATED AUGUST 28, 2009 AND RECORDED JANUARY 10, 2010 AS DOCUMENT NO. 2010-1275 MADE BY PARKWAY PARTNERS-ONE, AN ILLINOIS CORPORATION TO NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS CORPORATION, INOR GAS COMPANY. ALL RIGHTS THEREUNDER AND ALL TERMS THEREOF.

AFFECTS ADJACENT PROPERTY TO THE NORTH.

24. DEED RESTRICTION AND PROTECTIVE COVENANT DATED MARCH 17, 2011 AND RECORDED APRIL 19, 2011 AS DOCUMENT NO. 2011-0211.

AFFECTS THE SUBJECT TRACTS. BLANKET IN NATURE. NOT PLOTTABLE.

## SURVEY NOTES

- MEASURED BEARINGS SHOWN HEREON ARE GEODETICALLY REFERENCED TO NORTH BASED ON REALTIME GPS CORRS OBSERVATIONS OF REFERENCE STATIONS MAINTAINED BY TRIMBLE NAVIGATION.
- THIS SURVEY SHOULD NOT BE CONSIDERED AS AN EXCLUSIVE SOURCE OF INFORMATION REGARDING THE PROPERTY'S LIMITS, RIGHTS OR RESTRICTIONS. THE FINDINGS OF THIS SURVEY ARE LIMITED TO FIELD OBSERVATIONS AND MEASUREMENTS. THE EXAMINATION OF DOCUMENTS PROVIDED TO THE SURVEYOR AND THE SURVEYOR'S PROFESSIONAL OPINION THEREIN MAY BE SETBACK LINES, EASEMENTS AND BUILDING RESTRICTIONS NOT SHOWN HEREON OF WHICH THE SURVEYOR HAS NOT BEEN ADVISED. ALWAYS REFER TO YOUR ABSTRACT, DEED AND GUARANTEE POLICY AND LOCAL ORDINANCES.
- ALL AREAS ARE MORE OR LESS.
- SURVEY IS BASED UPON FIELD OBSERVATIONS MADE ON 9/18/2020.
- COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCES AT ONCE.
- NO STATEMENT IS MADE CONCERNING SUBSURFACE CONDITIONS, THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
- THE UTILITIES SHOWN MAY NOT COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLY FROM INFORMATION AVAILABLE, THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- ALL STATEMENTS AND INFORMATION SHOWN HEREON ARE TO THE SURVEYOR'S BEST KNOWLEDGE AND BELIEF.
- COMMITMENT FOR TITLE INSURANCE PROVIDED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NUMBER 5606-2001482, WITH AN EFFECTIVE DATE OF AUGUST 4, 2020, WAS USED IN THE PREPARATION OF THIS SURVEY.
- TRACT 1 IS CONTIGUOUS WITH TRACT 2. NO GAPS OR OVERLAPS WITH THE ADJACENT PROPERTIES ARE APPARENT BASED ON RECORD DOCUMENTS PROVIDED TO THE SURVEYOR AND EVIDENCE LOCATED IN THE FIELD.
- THE SURVEYOR OFFERS NO OPINION REGARDING THE VALIDITY OF THE DEDICATION PROCESS OF BUTTING RIGHTS-OF-WAY. ALL DEDICATIONS ARE DESCRIBED QUOTING THE LANGUAGE USED IN THE DOCUMENTS PROVIDED TO THE SURVEYOR.



PREPARED FOR:  
ALDI INC.  
1 ALDI DRIVE  
DOWNTOWN, IL 60420

ALTA/NSPS LAND TITLE SURVEY  
VILLAGE LANE AND MERCER AVENUE  
BLOOMINGTON, ILLINOIS

RECORD DESCRIPTION

DATE

NO.



WEAVER CONSULTANTS GROUP  
1154 KINGS STREET SUITE 200  
BLOOMINGTON, ILLINOIS 61701-4888  
www.wcgrp.com

RECORD OF DOCUMENTS  
This document, and the design incorporated herein, shall be maintained by the professional engineer or the property of Weaver Consultants Group, and it will be used in the event of any information of Weaver Consultants Group.

DESIGN BY: KRW/SLA  
REVISION BY: KXA  
DATE: 9/04/2020  
FILE: 0917-599-09  
JOB: Bloomington, Ill  
SHEET 4 OF 4



**DRAFT**  
**MINUTES**

**PUBLISHED BY THE AUTHORITY OF  
THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS  
WEDNESDAY, OCTOBER 28, 2020, 4:00 P.M.  
[WWW.CITYBLM.ORG/LIVE](http://WWW.CITYBLM.ORG/LIVE)**

*This meeting was conducted under Governor Pritzker’s Executive Order 2020-07, Section 6 implemented in response to COVID-19, which suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.*

The Planning Commission convened in Regular Session virtually via Zoom conferencing with City Planner Katie Simpson, Chairperson Megan Headean and Commissioner Justin Boyd in-person in City Hall’s Council Chambers at 4:03 p.m., Wednesday, October 28, 2020. The meeting was live streamed to the public at [www.cityblm.org/live](http://www.cityblm.org/live). The meeting was called to order by Chairperson Headean.

**Roll Call**

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>
Ms. Megan Headean	Chair	Present
Mr. Tyson Mohr	Vice Chair	Present
Mr. Justin Boyd	Commissioner	Present
Mr. Thomas Krieger	Commissioner	Present
Ms. Megan McCann	Commissioner	Present
Mr. Mark Muehleck	Commissioner	Present
Mr. David Stanczak	Commissioner	Present
Ms. Sheila Montney	Commissioner	Present
Mr. John Danenberger	Commissioner	Present
Mr. George Boyle	Assistant Corporate Counsel	Present
Mr. Craig McBeath	Information Systems Director	Present
Ms. Katie Simpson	City Planner	Present
Ms. Melissa Hon	Economic & Community Development Director	Present

**Regular Agenda**

- A. PR-10-20 Public Hearing, review and action on an application submitted by ALDI Inc. (1 Aldi Drive Dwight, IL 60420) for a site plan review and to allow for new construction of a grocery store at the northeast corner of the intersection of Ireland Grove Road and S. Mercer Ave.. (Ward 8)**

**Chairperson Headean introduced the case and asked for staff presentation.**

Ms. Simpson presented the staff report and stated staff is in favor of the site plan review for the proposed future Aldi store. An aerial & zoning map were presented to the commission. An overview of the zoning of the area was provided. The area is developed with commercial and retail use. Staff indicated the proposed use is compatible with surrounding uses and allowed in B-1 zoning district.

Ms. Simpson noted, this is part of the Parkway Village plan current development. Applicant will have to final plat and will do so after Council approves the site plan.

Staff reviewed the site plan with the zoning ordinance and found it complies.

Ms. Simpson highlighted a few elements which are the following:

a) bus access b) vehicle charging stations c) bicycle parking d) and dumpster screening.

Ms. Simpson reviewed intersection and traffic flow options stating that City Engineers do not have any concerns at this time. The majority of traffic comes from State Farm where Ireland Grove Road is heavily traveled throughout the week but not as much on the weekend.

Ms. Simpson reviewed proposed building plans and materials stating that the building materials are compatible with buildings of adjacent properties.

In reviewing the Comprehensive Plan, staff identified this project as a Tier 1 Infill, redevelopment opportunity along a major commercial corridor. The project will utilize existing infrastructure and allows an additional grocery option on the south side of Bloomington.

Ms. Simpson stated the project meets the standards for a legislative site plan review as presented and described.

Questions by Commission for staff: None

Chairperson Headean opened the public hearing. Chairperson Headean swore in Kyle Wood, MS Consultants. Mr. Wood thanked Ms. Simpson for her presentation of the project and stated that this project has been in discussion for the last two years. Mr. Wood confirmed he is the engineer & architect for Aldi. Mr. Wood stated this area would benefit the residents on the south side of Bloomington.

There were no additional persons to speak for or against the petition. Chairperson Headean closed the public hearing.

Chairperson Headean reviewed the two motions needed by the commission for this case: 1) Findings of fact and 2) Approval of the site plan

**Commissioner Stanczak made a motion, seconded by Commissioner Muehleck, to accept the Findings of fact as presented in the staff report. Roll call vote:**

**AYES:** Stanczak; Daneberger; Boyd; Muehleck; Krieger; Mohr; McCann; Montney & Chairperson Headean

**NAYS:** None.

**Motion carried.**

Commissioner Muehleck made a motion, seconded by Commissioner Krieger to recommend City Council approve the Aldi site plan. Roll call vote:

AYES: Stanczak; Daneberger; Boyd; Muehleck; Krieger; Mohr; McCann; Montney & Chairperson Headean

NAYS: None.

Motion carried.

Ms. Simpson anticipates the case would go before City Council on November 23, 2020.

DRAFT

## CONSENT AGENDA ITEM NO. 8.F

**FOR COUNCIL:** November 23, 2020

**SPONSOR:** Economic & Community Development Department

**WARD IMPACTED:** Ward 1, Ward 4, Ward 6

**SUBJECT:** Consideration and action on an Ordinance Authorizing a Text Amendment to the Bloomington Zoning Ordinance, Chapter 44 of the City Code, to Establish the R-D Downtown Neighborhood Residence District, and Further Authorizing Map Amendments to the Official Zoning Map for Properties in the City of Bloomington, as requested by the Economic & Community Development Department.

**RECOMMENDED MOTION:**

The proposed Ordinance be approved.

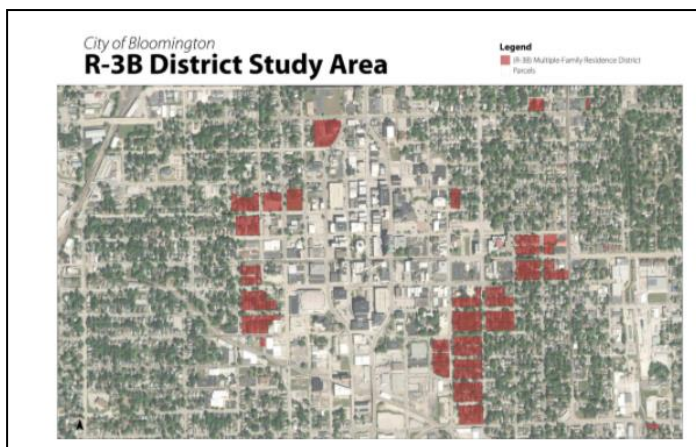
**STRATEGIC PLAN LINK:**

-Goal 4. Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 4c. Preservation of property/home valuations

**BACKGROUND:** The R-D Study Area includes approximately 255 properties located adjacent to Downtown Bloomington and encompassing neighborhoods on both Bloomington's east and west sides. The study area, pictured here, is zoned R-3B and consists of a mix of single-



family homes, single-family conversions, duplexes, townhomes, four-plexes, multifamily homes and commercial businesses. Concerns regarding the appropriateness of the R-3B High Density Multifamily Residential District zoning in this area of the City were raised at the December, 2018 public hearing on the Bloomington Zoning Ordinance revision. The residents were concerned that the zoning regulations encouraged the demolition of the existing buildings and historic resources. Residents were further concerned that the

R-3B District promoted higher density development above the single and two-family nature of the area and did not fully reflect the character of the neighborhood.

City Council authorized staff to work with consultants Houseal Lavigne Associates (HLA) to carry out an analysis of the study area and to provide recommendations. HLA kicked off the project in July 2019 by holding two listening sessions. They performed a neighborhood reconnaissance and analyzed the existing conditions of the study area including the lot sizes, setbacks, uses, and bulk requirements. After synthesizing the policy in the Comprehensive Plan and the feedback from residents, the Planning Commission recommended that staff

pursue a new zoning classification that could preserve the existing unique neighborhood character, encourage appropriate infill redevelopment, promote the longevity of the historic structures, and celebrate the diversity of the neighborhood housing stock. Information regarding the R-3B Analysis, including meeting minutes and past presentations is online at <https://www.cityblm.org/government/departments/community-development/r-3b-analysis>

On September 28, 2020 HLA and staff presented the draft recommendations to Council and Council initiated this public hearing process by passing Resolution 2020-25. The meeting materials from this Council meeting are available online at <https://www.cityblm.org/government/city-council/meetings-agendas>. Additionally, at the request of City Council, staff hosted two public meetings on Tuesday, October 27, 2020 at 5-6 pm and 6:30 to 7:30 pm to answer questions related to the text amendment. The meetings were livestreamed at [www.cityblm.org/live](http://www.cityblm.org/live) and are available for review on the Bloomington YouTube Page.

The Bloomington Planning Commission held a public hearing on the text and map amendments on Wednesday, October 28, 2020. The staff report and meeting materials are available online at <https://www.cityblm.org/Home/ShowDocument?id=25370>. A recording of the meeting is also available on the City of Bloomington YouTube page at [www.cityblm.org/live](http://www.cityblm.org/live). A copy of the draft meeting minutes is attached to this memo. Staff received an email in support of the amendment and an email expressing concerns about the amendment. Staff and the consultant addressed the concerns at the meeting. The Commission found the text amendment to be in the best interest of the City of Bloomington. The Commission unanimously recommended that City Council approve the text amendment. The Commission also determined the map amendment to be within the interest of the City, with the exception of the proposed rezoning of four properties from R-3B to R-2. The Commission recommended against the map amendment on those four properties and voted unanimously to approve the R-D map amendments.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Bloomington Planning Commission held a public hearing on the proposed text amendment and map amendments on Wednesday October 28, 2020. Notice of the hearing was published in *The Pantagraph* on Sunday, October 11, 2020. Notices were mailed to approximately 134 property owners. All notices included information about the public hearing as well as information regarding two question and answer sessions held on Tuesday October 27, 2020 at 5:00 and 6:30 PM. The Q&A sessions were held virtually and are available for review the city of Bloomington YouTube page at [www.cityblm.org/live](http://www.cityblm.org/live). The public hearing was also held virtually and is available for review online at [www.cityblm.org/live](http://www.cityblm.org/live). One resident, who's property was proposed to be rezoned from R-3B to R-2, expressed concerns about the R-2 designation. The Planning Commission recommended to remove this property and three other properties set to be rezoned to R-2 from the recommended map amendment. The Commission found the text and map amendment to be in the public interest and unanimously recommended approval of the text amendment. The Commission also recommended approval of the map amendment, with the exception of four properties slated to be rezoned to R-2. The Planning Commission's recommendation is consistent with the staff recommendation.

**FINANCIAL IMPACT:** No financial impact is expected.

**COMMUNITY DEVELOPMENT IMPACT:** Objective N-1.1 Enhance the livability of all Bloomington neighborhoods. Activity N-1.1a Update ordinances and regulations to



accomplish the goals of the comprehensive plan. Activity N-1.1e Update the ordinances and codes to reflect the unique needs of the Regeneration, Preservation, and Stable Areas and preserve their character. Objective H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits. Activity H-1.1a Review and improve the current ordinances, codes, regulations, and permitting processes and fees, as needed and desirable, to provide more efficient mechanisms for new developments and redevelopment opportunities. Objective ED-4.3 Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments. Objective ED-4.4 Evaluate commercial land use needs in the context of changing economic trends

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

  
Melissa Hill, Economic and Community Development Director

11/15/2020

  
Chris Tomertin, Budget Manager

11/16/2020

**George Boyle**  
George Boyle, Assistant Corporation Counsel

11/18/2020

  
Tara Henry, Legislative Assistant

11/18/2020

Recommended by:



Tim Gleason, City Manager

**Attachments:**

- E&CD 2B Draft Ordinance\_R-D text and map amendments
- E&CD 2C Draft Minutes 10.28.20\_RD

**ORDINANCE NO. 2020 - \_\_**

**AN ORDINANCE AUTHORIZING A TEXT AMENDMENT TO THE BLOOMINGTON ZONING ORDINANCE, CHAPTER 44 OF THE CITY CODE, TO ESTABLISH THE R-D DOWNTOWN NEIGHBORHOOD RESIDENCE DISTRICT, AND FURTHER AUTHORIZING MAP AMENDMENTS TO THE OFFICIAL ZONING MAP FOR PROPERTIES IN THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, pursuant to the Illinois Municipal Code, the City of Bloomington has authority to create and to establish, by ordinance, zoning regulations and districts, and to amend said regulations and districts from time to time; and

WHEREAS, following public testimony during the recent zoning ordinance amendment process in March 2019, it had been determined that the City desires to conduct additional analysis of the R-3B Multifamily Zoning District regulations and application on properties located adjacent to Downtown Bloomington; and

WHEREAS, it was determined that the R-3B Multifamily District may no longer promote and align with the goals of the City of Bloomington Comprehensive Plan 2035 (Resolution 2015-31); and

WHEREAS, the Bloomington Comprehensive Plan 2035 recommends that the City amend its zoning regulations and districts to align with the goals of the Comprehensive Plan; and

WHEREAS, the zoning ordinance is a primary tool for effectuating the goals of the Comprehensive Plan; and

WHEREAS, City staff, working in consultation with the Bloomington Planning Commission, Zoning Board of Appeals, and community stakeholders, provided to the City Council, on September 28, 2020, a draft potential text amendment, as set forth in Exhibit "A"; and

WHEREAS, upon the adoption of text amendments to the Bloomington Zoning Ordinance, the properties, hereinafter described in Exhibit "B", may have zoning classifications that are no longer compatible with the zoning ordinance, therefore requiring amendments to the Official Zoning Map of the City; and

WHEREAS, on September 28, 2020 the City Council passed Resolution 2020-25 initiating a public hearing on the aforementioned text and map amendments; and

WHEREAS, after proper notice was given, the Bloomington Planning Commission conducted a public hearing on said text and map amendments and found said

amendments to be in accordance with the goals of the Comprehensive Plan and in the best interest of the City of Bloomington and recommended Council approve said amendments; and

WHEREAS, pursuant to Chapter 44.17-6 of the Bloomington City Code, the City Council has the power to pass this ordinance and amend Chapter 44 of the Bloomington City Code and to further amend the Official Zoning Map.

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

1. That the above recitals are incorporated into and made a part of this ORDINANCE as though fully set forth herein.
2. That the text amendment to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code to establish the R-D, Downtown Neighborhood Residence District as proposed in Exhibit "A" is in the best interest of the City of Bloomington, aligns with the goals Comprehensive Plan and is hereby approved;
3. That the map amendments for multiple properties in the City of Bloomington specified in Exhibit "B", attached hereto and incorporated herein by reference, are hereby approved;
4. That the Ordinance shall be in full force and effective at the date of its passage and approval.

PASSED this 23rd day of November 2020.

APPROVED this \_\_\_ day of November 2020.

**CITY OF BLOOMINGTON**

**ATTEST**

---

Tari Renner, Mayor

---

Leslie Smith-Yocum, City Clerk

R-D Downtown Neighborhood  
 Residence District  
*Recommended Changes for the R-3B Study Area*

**Purpose and Intent (Section 4-1)**

- **R-D Downtown Neighborhood Residence District.** The R-D Downtown Neighborhood Residence District is intended to accommodate primarily residential areas adjacent to Bloomington’s Central Business District characterized by a mixture of housing types and scales including large and small lot single-family detached and attached homes as well as low intensity multifamily buildings. New development and redevelopment in the district is intended to be supportive of the overall historic character of the area and prioritize the preservation of historic structures. This district allows for the conversion of single-family detached properties to multifamily or office uses to preserve the integrity of historic structures and extend their economic life by allowing owners to justify expenditures for repairs and modernization.

**Permitted and Special Uses (Section 4-2)**

See attached table.

- **Uses to Add to Table**
  - Residential conversions - 2 units permitted with use provisions, more than 2 units special use
  - Office conversions - special use

**Bulk and Site Standards (Section 4-3)**

- **Lot Characteristics**
  - **Minimum Lot Width for Lots on Block Fronts with Three (3) or fewer Front Facing Parcels.** The minimum lot width shall be calculated as the average of the front facing lot widths along the opposite side of the street and on the same block, or as the average of the lot widths along the same side of the street and on the adjacent block, whichever is lesser. The widest and narrowest lot widths shall be eliminated in the making of the computation.
  - **Minimum Lot Width for Lots on Block Fronts with Four (4) or more Front Facing Parcels.** The minimum lot width shall be calculated as the average of the lot widths of front facing lots along the same side of the street and on the same block, or 30 feet, whichever is greater. The widest and narrowest lot widths shall be eliminated in the making of the computation.
  - **Minimum Lot Area for Lots on Block Fronts with Three (3) or fewer Front Facing Parcels.** The minimum lot area shall be calculated as the average of the lot areas of front facing lots along the opposite side of

the street and on the same block, or as the average of the lot areas of front facing lots along the same side of the street and on the adjacent block, whichever is lesser. The smallest and largest lot areas of the parcels shall be eliminated in the making of the computation.

- **Minimum Lot Area for Lots on Block Fronts with Four (4) or more Front Facing Parcels.** The minimum lot area shall be calculated as the average of the lot areas of the front facing lots along the same side of the street and on the same block, or 4,500 square feet, whichever is greater. The smallest and largest lot areas of the parcels shall be eliminated in the making of the computation.
- **Minimum Lot Area per Multifamily Unit.** The minimum lot area per multifamily unit shall be one thousand (1,000) square feet.
- **Site Design**
  - **Front Yard for Lots on Block Fronts with Three (3) or fewer Front Facing Parcels.** The required front yard setback shall be calculated as the average of the existing front yard setbacks as measured from the front lot line to the principal structure, excluding permitted encroachments as detailed in Section 9-4, along the opposite side of the street and on the same block or along the same side of the street and on the adjacent block, whichever is lesser. The shortest and longest setbacks shall be eliminated in the making of the computation.
  - **Front Yard for Lots on Block Fronts with Four (4) or more Front Facing Parcels.** The required front yard setback shall be calculated as the average of the existing front yard setbacks as measured from the front lot line to the principal structure, excluding permitted encroachments as detailed in Section 9-4, along the same side of the street and on the same block. The shortest and longest setbacks shall be eliminated in the making of the computation.
    - **Through Lots.** Shall provide the required front yard on both streets.
  - **Rear Yard.** A rear yard shall have a depth of not less than fifteen percent of the depth of the lot or twenty-five (25) feet, whichever is greater.
  - **Side Yards.** The required minimum side yard setback shall be ten (10) percent of the lot width or five (5) feet, whichever is greater, and the minimum required combined side yard setback shall be twenty five (25) percent of the lot width, or ten (10) feet, whichever is greater as measured to the exterior wall of the structure.
- **Development Intensity**
  - **Maximum Building Coverage.** 45%
  - **Maximum Building Height.** 45 feet or 4 stories.

## Use Provisions (Division 10)

- **10-40 Multifamily Conversions**
  - **Size.** Each residential unit shall be a minimum of eight hundred (800) square feet.
  - **Location of Entrances.** Only one entrance shall be located on the front façade of the structure.
  - **Driveways.** Each dwelling unit shall be served by one common driveway connecting all units to a public road or alley.
  - **Parking.** Each dwelling unit shall be required to have a minimum of one (1) off-street parking space. Tandem parking spaces (one car parked behind another) shall be prohibited.
- **10-41 Office Conversions**
  - **Location of Entrances.** Only one entrance shall be located on the front façade of the structure.
  - **Outdoor Activity/Storage.** No outdoor activity or storage shall be permitted in conjunction with an office conversion use.
  - **Location of Parking.** All off-street parking, as required by Section 12-8 (E) of this UDO, shall be located in the rear of buildings.
  - **Driveways.** Curb cuts and site vehicular access shall be minimized in frequency and width and shall not dominate the site plan or the property and street frontage.
  - **Traffic.** Office conversion uses shall not create pedestrian, automobile, or truck traffic significantly in excess of the normal amount of the district.
  - **Location of Service, Loading, and Utility Areas.** Service areas, dumpsters, utilities, and the required screening thereof shall not be visible from a right-of-way.
  - **Walkways.** Pedestrian access shall be provided to the building entries and parking areas connecting to the sidewalk at the street frontage.
  - **Signs.** Office conversion uses shall be permitted one (1) monument sign. The sign shall not exceed six (6) square feet in area nor four (4) feet in height. Sign materials shall complement the building materials, colors, and architectural character of the primary structure.
- **10-42 Single-Family Detached New Construction in R-D District**
  - **Orientation.** The main entrance to a single-family detached dwelling shall face the primary street.
  - **Accessory Buildings and Structures.** Garages, accessory dwelling units, and other accessory buildings and structures shall not be located between the front façade of the primary structure and front lot line. Garages shall be accessed from the alley. If alley access is not available garages may be accessed by a single-slab or ribbon driveway connecting the garage to the right-of-way. Single-slab driveways and driveway

- aprons for single-slab and ribbon driveways shall meet the standards of **Section 4-4(C)(2)(b)**.
- **Ribbon Driveway Design Standards.**
    - Ribbons shall be a minimum of two (2) feet wide and a maximum of three (3) feet wide.
    - Ribbons shall be a minimum of three (3) feet apart measured from their nearest edges. The space between ribbons shall be planted in turf grass or other ground cover used in the front yard.
    - Ribbons shall be concrete including decorative concrete, patterned concrete, and exposed aggregate concrete, porous asphalt, concrete pavers, paving blocks, or similar materials approved by the City Engineer.
  - **Architecture.** Single-family detached new construction shall be similar in mass and character to abutting properties including roof pitch, eaves, building materials, windows, trim, color and landscaping.
  - **Quality Materials.** Exterior building materials shall be traditional, time- and weather- tested materials and techniques such as but not limited to masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture.
  - **10-43 Single-Family Attached New Construction in R-D District**
    - **Orientation.** The main entrances to a single-family attached dwelling shall face the primary street.
    - **Accessory Buildings and Structures.** Garages and other accessory buildings and structures shall be located in the rear of the primary structure. Garages shall be accessed from the alley. If alley access is not available garages may be accessed by a single-slab or ribbon driveway connecting the garage to the right-of-way. Single-slab driveways and driveway aprons for single-slab and ribbon driveways shall meet the standards of **Section 4-4(C)(2)(b)**.
    - **Ribbon Driveway Design Standards.**
      - Ribbons shall be a minimum of two (2) feet wide and a maximum of three (3) feet wide.
      - Ribbons shall be a minimum of three (3) feet apart measured from their nearest edges. The space between ribbons shall be planted in turf grass or other ground cover used in the front yard.
      - Ribbons shall be concrete including decorative concrete, patterned concrete, and exposed aggregate concrete, porous asphalt, concrete pavers, paving blocks, or similar materials approved by the City Engineer.
    - **Architecture.** Single-family attached new construction shall be similar in mass and character to abutting properties including roof pitch, eaves, building materials, windows, trim, color, and landscaping.

- **Quality Materials.** Exterior building materials shall be traditional, time- and weather- tested materials and techniques such as but not limited to masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture.
- **10-44 Multifamily New Construction in R-D District**
  - **Orientation.** The main entrance to a multiple-unit dwelling building shall face the primary street.
  - **Location of Parking.** All off-street parking, as required by Section 12-8 (E) of this UDO, shall be located in the rear of buildings.
  - **Driveways.** Curb cuts and site vehicular access shall be minimized in frequency and width and shall not dominate the site plan or the property and street frontage.
  - **Location of Service, Loading, and Utility Areas.** Service areas, dumpsters, utilities, and the required screening thereof shall not be visible from a right-of-way.
  - **Walkways.** Pedestrian access shall be provided to the building entries and parking areas connecting to the sidewalk at the street frontage.
  - **Architecture:** Multifamily new construction shall be similar in mass and character to abutting properties including roof pitch, eaves, building materials, windows, trim, color, and landscaping.
  - **Quality Materials.** Exterior building materials shall be traditional, time- and weather- tested materials and techniques such as but not limited to masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture.
- **10-45 Accessory Dwelling Unit Conversion and New Construction.**
  - **Primary Residence.** The primary building shall be a single-family detached use and the primary residence of the owner of the property.
  - **Size.** Accessory dwelling units shall not be greater than eight hundred (800) square feet or fifty (50) percent of the size of the primary building, whichever is less.
  - **Location.** Accessory dwelling units shall comply with all location requirements for accessory buildings found in **Section 10-43** and **Section 9-8**.
  - **Orientation.** Only one (1) entrance shall be located on the front façade of the primary building. Entrances to accessory dwelling units must be located on the side or rear façade.
  - **Access.** Accessory dwelling units shall be accessed from the alley. If alley access is not available, both the primary building and the accessory dwelling unit shall be served by one (1) common driveway connecting the accessory dwelling unit to a public or private road.
  - **Parking.** A minimum of one (1) parking space shall be provided for the accessory dwelling unit in addition to the parking space(s) required for the primary building. The parking for the accessory dwelling unit shall not be located in the required front yard setback. A tandem parking



space, where one (1) car is parked behind another, with the spaces required for the primary building shall be prohibited.

- **Architecture.** Accessory dwelling units shall be similar in character to the primary building and to abutting properties including roof pitch, eaves, building materials, windows, trim, color, and landscaping.

#### **Definitions**

- **Multifamily Conversion:** A building originally designed or intended to be used principally as a single-family residence, which has been legally converted into use as a multifamily residence.
- **Office Conversion:** A building originally designed or intended to be used principally as a single-family residence, which has been legally converted into use as a commercial business for any of the following related categories, architecture, engineering, planning, law, interior design, insurance, real estate, or any similar type of profession excluding financial services and medical or dental offices or clinics.

#### **Note**

The success of the regulations recommended herein are highly dependent on the administration and enforcement capabilities of the City of Bloomington. In order to ensure that all proposed regulations are enforceable, it is recommended that the City perform a detailed inventory and analysis to establish an exact accounting of existing conditions, including lot widths, lot areas, setbacks, structure location and orientation, number of units per lot, and number of off-street parking spaces per lot in the proposed R-D Downtown Neighborhood Residence District. This inventory will establish all legal nonconforming structures and uses at the time this ordinance is adopted.

TABLE 4-2(A): RESIDENTIAL DISTRICTS - PERMITTED AND SPECIAL USES

	R-1A	R-1B	R-1C	R-1H	R-2	R-3A	R-3B	R-4	R-D	Reference
<b>Agricultural</b>										
Apiary/Bee Keeping	P	P	P	P	P	P	P	P	P	10-5
Chicken Keeping	S	S	S	S	S	S	S	S	S	10-11
Urban Agriculture						S	S		S	
Urban Garden			P	P	P	P	P	P	P	
<b>RESIDENTIAL</b>										
<b>Household Living</b>										
Dwelling Unit, Accessory									S	10-45
Dwelling Unit, Single-Family	P	P	P	P	P	P	P		P	
Dwelling Unit, Single-Family Attached					S	P	P		P	
Dwelling Unit, Two-Family			S	S	P	P	P		P	
Dwelling Unit, Multiple-Family					S	P	P		P	
Dwelling Unit, Multiple-Family Conversion (2 units)					S				P	10-40
Dwelling Unit, Multiple-Family Conversion (3+ units)					S				S	10-40
Manufactured Homes				P						
Mobile Homes								P		
Dwelling Unit, Accessory										
Live/Work Unit							S		S	
<b>Group Living</b>										
Agency Supervised Homes			P	P		S	S		S	10-19
Agency-Operated Family Homes	P	P	P	P	P	P	P		P	10-19
Agency-Operated Group Homes					S	P	P		P	10-19
Convents, Monasteries					S	S	P		P	10-19
Dormitories					S	S	P		P	10-19
Group Homes for Parolees	S	S	S	S	S	S	S	S	S	10-19
<b>INSTITUTIONAL</b>										
<b>Education</b>										
Pre-schools	S	S	S		S	S	S	S	S	
<b>Government</b>										
Government Services and Facilities	P	P	P		P	P	P	P	P	
Police Stations, Fire Stations	P	P	P		P	P	P	P	P	
<b>Religious</b>										
Place of Worship	S <sup>1</sup>	S <sup>1</sup>	S <sup>1</sup>	S <sup>1</sup>	S <sup>1</sup>	S <sup>1</sup>	S <sup>1</sup>	S <sup>1</sup>	S <sup>1</sup>	

TABLE 4-2(A): RESIDENTIAL DISTRICTS - PERMITTED AND SPECIAL USES

	R-1A	R-1B	R-1C	R-1H	R-2	R-3A	R-3B	R-4	R-D	Reference
Cemetery and Columbarium	S	S	S	S	S	S	S	S	S	10-10
<b>Residential-Type</b>										
Domestic Violence Shelter					P	P	P		P	
Home for the Aged						S	S		S	10-19
<b>Other Institutional, Cultural</b>										
Clubs and Lodges							S		S	
Food Pantry							S		S	10-18
<b>RECREATIONAL</b>										
Country Clubs, Golf Clubs, Golf Courses	S	S	S	S	S	S	S	S	S	10-12
Community Center						S	S	S	S	10-13
Parks and Recreation Facilities	P	P	P	P	P	P	P	P	P	
Swimming Clubs						S	S	S	S	
Swimming Pools, Community	S	S	S	S	S	S	S	S	S	10-32
<b>COMMERCIAL</b>										
<b>Entertainment and Hospitality</b>										
Sports and Fitness Establishments						S	S	S	S	10-13
<b>Lodging</b>										
Bed & Breakfast Establishments						S	S		S	10-7
Boarding and Rooming Houses					S	S	P		P	10-19
<b>Offices</b>										
Office Conversion									S	10-41
Medical or Dental Office or Clinic							S		S	10-24
Medical Laboratory							S		S	
<b>Personal Services</b>										
Clothing Care: Tailor, Dry Cleaning, Coin Laundry, Shoe Repair, etc.							S <sup>2</sup>	S <sup>2</sup>		
Personal Care: Barber Shop, Beauty Salon, Day Spa, etc.							S <sup>2</sup>	S <sup>2</sup>	S <sup>2</sup>	
Day Care Centers	S	S	S	S	S	S	S	S	S	
<b>Retail and Service</b>										
Drug Stores and Pharmacies							S <sup>2</sup>	S <sup>2</sup>	S <sup>2</sup>	
Grocery Stores, Supermarkets							S <sup>2</sup>	S <sup>2</sup>	S <sup>2</sup>	
<b>INDUSTRIAL</b>										

TABLE 4-2(A): RESIDENTIAL DISTRICTS - PERMITTED AND SPECIAL USES										
	R-1A	R-1B	R-1C	R-1H	R-2	R-3A	R-3B	R-4	R-D	Reference
<b>Utilities</b>										
Public or Private Utility Facility, Minor	P	P	P		P	P	P	P	P	
Private Solar Energy Conversion Facilities	P	P	P		P	P	P	P	P	10-31
Wireless Communication Facilities	S	S	S		S	S	S	S	S	10-37
<p>1. Maximum permitted height is forty-five (45) feet or three (3) stories, whichever is lower.</p> <p>2. The use shall be located within a building containing multiple-family or office uses in the R-3B and R-D Districts and shall not be permitted within a Mobile Home or Dwelling Unit in the R-4 District. In the R-3B and RD Districts, the maximum permitted floor area is one thousand six-hundred (1,600) square feet for Clothing Care; one thousand (1,000) square feet for Personal Care or five thousand (5,000) square feet for Drug Stores, Pharmacies, and Grocery Stores</p>										

**Exhibit "B"**  
**Common address and PIN for properties to be rezoned**

S.no.	Property Address	City/State	PIN	Proposed Zoning
1	202 W LOCUST	BLOOMINGTON, IL 61701	2104176017	D-2
2	506 E LOCUST ST	BLOOMINGTON, IL 61701	2104232019	R-2
3	508 E LOCUST ST	BLOOMINGTON, IL 61701	2104232020	R-2
4	608 E LOCUST ST	BLOOMINGTON, IL 61701	2104233013	R-2
5	510 E LOCUST ST	BLOOMINGTON, IL 61701	2104232021	R-2
6	409 N Gridley St	BLOOMINGTON, IL 61701	2104271001	R-D
7	409 N Gridley St	BLOOMINGTON, IL 61701	2104271002	R-D
8	409 N Gridley St	Bloomington IL 61701	2104271003	R-D
9	507 W GROVE	BLOOMINGTON, IL, 61701	2104314023	R-D
10	512 W GROVE ST	BLOOMINGTON, IL, 61701-5032	2104318009	R-D
11	514 W GROVE ST	BLOOMINGTON, IL, 61701-5096	2104318008	R-D
12	520 W GROVE ST	BLOOMINGTON, IL, 61701-5032	2104318005	R-D
13	310 S PRAIRIE ST	BLOOMINGTON, IL, 61701-5237	2104453004	R-D
14	313 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104453008	R-D
15	510 W GROVE ST	BLOOMINGTON, IL, 61701-5032	2104318010	R-D
16	516 W GROVE ST	BLOOMINGTON, IL 61701	2104318007	R-D
17	525 W GROVE ST	BLOOMINGTON, IL 61701	2104314014	R-D
18	405 N MASON ST	BLOOMINGTON, IL, 61701-3845	2104160008	R-D
19	401 W JEFFERSON	BLOOMINGTON, IL, 61701	2104161009	R-D
20	305 1/2 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104453005	R-D

21	603-605 W MONROE ST	BLOOMINGTON, IL 61701	2104160012	R-D
22	104 S MASON ST	BLOOMINGTON, IL, 61701-4954	2104314002	R-D
23	609 W MONROE ST	BLOOMINGTON, IL 61701	2104160010	R-D
24	104 N OAK ST	BLOOMINGTON, IL 61701	2104309005	R-D
25	523 W GROVE ST	BLOOMINGTON, IL, 61701-5031	2104314015	R-D
26	407 N MASON ST	BLOOMINGTON, IL 61701	2104160007	R-D
27	509 W OLIVE ST	BLOOMINGTON, IL 61701	2104318022	R-D
28	307 S GRIDLEY ST	BLOOMINGTON, IL, 61701-5222	2104453006	R-D
29	406 N ROOSEVELT AVE	BLOOMINGTON, IL, 61701-3865	2104162014	R-D
30	504 W GROVE ST & 504 1/2	BLOOMINGTON, IL 61701	2104318013	R-D
31	405 N GRIDLEY UNIT F	Bloomington IL 61701	2104269006	R-D
32	401 N GRIDLEY UNIT B	Bloomington IL 61701	2104269002	R-D
33	401 N GRIDLEY UNIT C	Bloomington IL 61701	2104269003	R-D
34	401 N GRIDLEY ST UNIT D	Bloomington IL 61701	2104269004	R-D
35	405 N GRIDLEY UNIT E	Bloomington IL 61701	2104269005	R-D
36	401 N GRIDELY UNIT A	Bloomington IL 61701	2104269001	R-D
37	508 W GROVE ST	BLOOMINGTON, IL 61701	2104318011	R-D
38	518 W GROVE ST	BLOOMINGTON, IL 61701	2104318006	R-D
39	606-608 W WASHINGTON ST	BLOOMINGTON, IL 61701	2104309002	R-D
40	407 N GRIDLEY UNIT A	Bloomington IL 61701	2104270001	R-D
41	407 N GRIDELY UNIT B	Bloomington IL 61701	2104270002	R-D
42	407 N GRIDLEY UNIT C	Bloomington IL 61701	2104270003	R-D
43	406 1/2 N ROOSEVELT AVE	BLOOMINGTON, IL 61701	2104162013	R-D

44	602 W WASHINGTON ST	BLOOMINGTON, IL 61701	2104309004	R-D
45	206 S MASON ST	BLOOMINGTON, IL, 61701-4955	2104318003	R-D
46	604 W FRONT ST	BLOOMINGTON, IL, 61701-5028	2104314006	R-D
47	304 S PRAIRIE ST	BLOOMINGTON, IL, 61701-5237	2104453001	R-D
48	408 N ROOSEVELT AVE	BLOOMINGTON, IL 61701	2104162012	R-D
49	308 S PRAIRIE ST	BLOOMINGTON, IL 61701	2104453003	R-D
50	208 S MASON ST	BLOOMINGTON, IL 61701	2104318004	R-D
51	410 N OAK ST	BLOOMINGTON, IL, 61701-3861	2104160013	R-D
52	407 N LEE ST	BLOOMINGTON, IL, 61701-3835	2104162017	R-D
53	513 W GROVE ST	BLOOMINGTON, IL 61701	2104314020	R-D
54	603 W FRONT ST	BLOOMINGTON, IL 61701	2104309009	R-D
55	506 W GROVE ST	BLOOMINGTON, IL 61701	2104318012	R-D
56	522 W GROVE ST	BLOOMINGTON, IL 61701	2104318001	R-D
57	607 W MONROE ST	BLOOMINGTON, IL 61701	2104160011	R-D
58	611 W MONROE ST	BLOOMINGTON, IL 61701	2104160009	R-D
59	608-610 W MONROE ST	BLOOMINGTON, IL 61701	2104163017	R-D
60	612-614 W MONROE ST	BLOOMINGTON, IL 61701	2104163016	R-D
61	605 W JEFFERSON ST	BLOOMINGTON, IL 61701	2104301016	R-D
62	204 S MASON ST	BLOOMINGTON, IL 61701	2104318002	R-D
63	606 W FRONT ST	BLOOMINGTON, IL 61701	2104314004	R-D
64	608 W FRONT ST	BLOOMINGTON, IL 61701	2104314003	R-D
65	610 W FRONT ST	BLOOMINGTON, IL, 61701-5028	2104314001	R-D

66	512 W FRONT ST	BLOOMINGTON, IL 61701	2104314008	R-D
67	604 1/2 W FRONT ST	BLOOMINGTON, IL, 61701-5028	2104314005	R-D
68	601 W MONROE ST	BLOOMINGTON, IL 61701	2104160015	R-D
69	609 W FRONT ST	BLOOMINGTON, IL 61701	2104309006	R-D
70	302 S PRAIRIE ST	BLOOMINGTON, IL 61701	2104452004	R-D
71	519 W GROVE ST	BLOOMINGTON, IL 61701	2104314017	R-D
72	521 W GROVE ST	BLOOMINGTON, IL, 61701-5031	2104314016	R-D
73	311 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104453007	R-D
74	306 S PRAIRIE ST	BLOOMINGTON, IL, 61701-5237	2104453002	R-D
75	JACKSON	BLOOMINGTON, IL 61701	2104453009	R-D
76	610 W WASHINGTON ST	BLOOMINGTON, IL 61701	2104309001	R-D
77	601 W FRONT ST & 601 1/2	BLOOMINGTON, IL 61701	2104309010	R-D
78	605 W FRONT ST	BLOOMINGTON, IL 61701	2104309008	R-D
79	509 W GROVE ST	BLOOMINGTON, IL 61701	2104314022	R-D
80	511 W GROVE ST	BLOOMINGTON, IL 61701	2104314021	R-D
81	605 W OLIVE ST	BLOOMINGTON, IL, 61701-5052	2104318019	R-D
82	603 W OLIVE STREET	BLOOMINGTON, IL, 61701	2104318020	R-D
83	301 E OLIVE ST	BLOOMINGTON, IL 61701	2104452001	R-D
84	303 E OLIVE ST	BLOOMINGTON, IL, 61701-5236	2104452002	R-D
85	616 W MONROE	BLOOMINGTON, IL, 61701	2104163015	R-D
86	604 W WASHINGTON ST	BLOOMINGTON, IL, 61701-3811	2104309003	R-D
87	406 N OAK ST	BLOOMINGTON, IL 61701	2104160014	R-D
88	603 W JEFFERSON ST	BLOOMINGTON, IL, 61701-3828	2104301017	R-D
89	306 N OAK ST	BLOOMINGTON, IL, 61701	2104163020	R-D



90	607 W FRONT ST	BLOOMINGTON, IL, 61701-5027	2104309007	R-D
91	602 W FRONT ST	BLOOMINGTON, IL 61701	2104314007	R-D
92	515 W GROVE ST	BLOOMINGTON, IL 61701	2104314019	R-D
93	517 W GROVE ST	BLOOMINGTON, IL 61701	2104314018	R-D
94	601 W OLIVE ST	BLOOMINGTON, IL 61701	2104318021	R-D
95	607 W OLIVE ST	BLOOMINGTON, IL 61701	2104318018	R-D
96	305 E OLIVE ST	BLOOMINGTON, IL 61701	2104452003	R-D
97	305 S GRIDLEY	BLOOMINGTON, IL, 61701	2104452005	R-D
98	611 W JEFFERSON ST	BLOOMINGTON, IL 61701	2104301027	R-D
99	405 N LEE ST	BLOOMINGTON, IL 61701	2104162005	R-D
100	602 W OLIVE ST	BLOOMINGTON, IL 61701	2104353003	R-D
101	607 W JEFFERSON ST	BLOOMINGTON, IL 61701	2104301028	R-D
102	408-410 N LEE ST	BLOOMINGTON, IL 61701	2104161008	R-D
103	405 N OAK	BLOOMINGTON, IL, 61701	2104161004	R-D
104	407 N OAK ST	BLOOMINGTON, IL 61701	2104161003	R-D
105	601 W JEFFERSON ST	BLOOMINGTON, IL 61701	2104301029	R-D
106	410 E MILL ST	BLOOMINGTON, IL 61701	2104460014	R-D
107	209-211 S MCLEAN ST	BLOOMINGTON, IL 61701	2104418008	R-D
108	406 S GRIDLEY ST	BLOOMINGTON, IL, 61701-5224	2104458006	R-D
109	301 S MCLEAN ST	BLOOMINGTON, IL 61701	2104456007	R-D
110	406 E JACKSON ST	BLOOMINGTON, IL 61701	2104458009	R-D
111	404 E JACKSON ST	BLOOMINGTON, IL 61701	2104458008	R-D

112	412 E MILL ST	BLOOMINGTON, IL, 61701-5337	2104460015	R-D
113	411 E OLIVE ST	BLOOMINGTON, IL, 61701-5360	2104456006	R-D
114	504 S Gridley St	Bloomington, IL, 61701-5225	2104460002	R-D
115	408 E MILL ST	BLOOMINGTON, IL 61701	2104460013	R-D
116	406 E MILL ST	BLOOMINGTON, IL 61701	2104460012	R-D
117	402 E MILL	BLOOMINGTON, IL, 61701	2104460010	R-D
118	405 S MCLEAN ST	BLOOMINGTON, IL, 61701-5332	2104458013	R-D
119	408 E JACKSON ST	BLOOMINGTON, IL 61701	2104458010	R-D
120	409 E MILL ST	BLOOMINGTON, IL, 61701	2104462005	R-D
121	409 E OLIVE ST	BLOOMINGTON, IL 61701	2104456005	R-D
122	405 E TAYLOR ST	BLOOMINGTON, IL 61701	2104458002	R-D
123	210 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104418003	R-D
124	411 E MILL	BLOOMINGTON, IL, 61701	2104462006	R-D
125	407 E OLIVE ST	BLOOMINGTON, IL 61701	2104456004	R-D
126	405 E OLIVE ST	BLOOMINGTON, IL 61701	2104456003	R-D
127	403 S MCLEAN ST	BLOOMINGTON, IL 61701	2104458012	R-D
128	208 S MCLEAN ST	BLOOMINGTON, IL, 61701-5330	2104419008	R-D
129	407 E JACKSON ST	BLOOMINGTON, IL 61701	2104460006	R-D
130	405 E JACKSON ST	BLOOMINGTON, IL 61701	2104460005	R-D
131	403 E JACKSON ST	BLOOMINGOTN, IL 61701	2104460004	R-D
132	502 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104460001	R-D
133	404 E MILL ST	BLOOMINGTON, IL 61701-5337	2104460011	R-D
134	407 E Mill St	Bloomington, IL, 61701-5336	2104462004	R-D
135	413 E JACKSON ST	BLOOMINGTON, IL, 61701	2104460009	R-D

136	411 E JACKSON ST	BLOOMINGTON, IL 61701	2104460008	R-D
137	505 S MCLEAN ST	BLOOMINGTON, IL 61701	2104460017	R-D
138	305 S MCLEAN ST	BLOOMINGTON, IL, 61701-5331	2104456016	R-D
139	404 E TAYLOR ST	BLOOMINGTON, IL 61701	2104456011	R-D
140	405 E MILL ST	BLOOMINGTON, IL 61701	2104462003	R-D
141	403 E MILL ST	BLOOMINGTON, IL 61701	2104462002	R-D
142	406 E TAYLOR ST	BLOOMINGTON, IL 61701	2104456012	R-D
143	402 E Jackson St	Bloomington, IL, 61701-5322	2104458007	R-D
144	413 E MILL	BLOOMINGTON, IL, 61701	2104462007	R-D
145	407 S MCLEAN ST	BLOOMINGTON, IL 61701	2104458014	R-D
146	304 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104456019	R-D
147	303 S MCLEAN ST	BLOOMINGTON, IL, 61701-5331	2104456015	R-D
148	307 S MCLEAN ST	BLOOMINGTON, IL 61701	2104456017	R-D
149	409 E TAYLOR ST	BLOOMINGTON, IL, 61701-5361	2104458004	R-D
150	407 E TAYLOR ST	BLOOMINGTON, IL, 61701-5361	2104458003	R-D
151	403 E TAYLOR ST	BLOOMINGTON, IL 61701	2104458001	R-D
152	506 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104460003	R-D
153	408 E TAYLOR ST	BLOOMINGTON, IL, 61701-5362	2104456013	R-D
154	306 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104456008	R-D
155	403 E OLIVE ST	BLOOMINGTON, IL 61701	2104456002	R-D
156	302 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104456018	R-D
157	410 E TAYLOR ST	BLOOMINGTON, IL 61701	2104456014	R-D
158	410 E OAKLAND AVE	BLOOMINGTON, IL 61701	2104462015	R-D

159	408 EAST OAKLAND	BLOOMINGTON, IL, 61701	2104462014	R-D
160	308 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104456010	R-D
161	412 E OAKLAND AVE	BLOOMINGTON, IL, 61701	2104462016	R-D
162	503 S MCLEAN	BLOOMINGTON, IL, 61701	2104460016	R-D
163	409 E JACKSON ST	BLOOMINGTON, IL, 61701-5321	2104460007	R-D
164	306 1/2 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104456009	R-D
165	406 E OAKLAND AVE	BLOOMINGTON, IL 61701	2104462013	R-D
166	609 S MCLEAN	BLOOMINGTON, IL 61701	2104465001	R-D
167	611 S MCLEAN	BLOOMINGTON IL 61701	2104465002	R-D
168	613 S MCLEAN	BLOOMINGTON IL 61701	2104465003	R-D
169	615 S MCLEAN	BLOOMINGTON, IL 61701	2104465004	R-D
170	401 S MCLEAN ST	BLOOMINGTON, IL, 61701-5332	2104458015	R-D
171	409 N GRIDLEY ST UNIT D	BLOOMINGTON, IL 61701	2104272001	R-D
172	409 N GRIDLEY ST UNIT E	BLOOMINGTON IL 61701	2104272002	R-D
173	409 N GRIDLEY ST UNIT F	BLOOMINGTON IL 61701	2104272003	R-D
174	420 E GROVE ST	BLOOMINGTON, IL 61701	2104415014	R-D
175	414-416 E GROVE ST	BLOOMINGTON, IL 61701	2104415012	R-D
176	410 E GROVE ST	BLOOMINGTON, IL 61701	2104415011	R-D
177	510 E GROVE ST	BLOOMINGTON, IL, 61701-5318	2104416012	R-D
178	501 E FRONT ST	BLOOMINGTON, IL 61701	2104416001	R-D
179	704 E WASHINGTON	BLOOMINGTON, IL, 61701	2104430008	R-D
180	608 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104429009	R-D
181	606 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104429008	R-D
182	604 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104429007	R-D
183	602 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104429006	R-D
184	418 E GROVE ST	BLOOMINGTON, IL 61701	2104415013	R-D
185	409 E GROVE ST	BLOOMINGTON, IL, 61701-5315	2104418005	R-D

186	407 E GROVE ST	BLOOMINGTON, IL, 61701	2104418004	R-D
187	503 E GROVE ST	BLOOMINGTON, IL, 61701	2104419002	R-D
188	409 E GROVE ST	BLOOMINGTON, IL, 61701-5315	2104418006	R-D
189	401 E GROVE ST	BLOOMINGTON, IL, 617015315	2104418009	R-D
190	104 S McLean St	Bloomington, IL, 61701-5328	2104416007	R-D
191	610 E FRONT ST	BLOOMINGTON, IL 61701	2104432011	R-D
192	608 E FRONT ST	BLOOMINGTON, IL, 61701-5314	2104432010	R-D
193	103 N EVANS ST	BLOOMINGTON, IL 61701	2104432003	R-D
194	612 E WASHINGTON ST	BLOOMINGTON, IL, 61701-4104	2104429010	R-D
195	512 E OLIVE ST	BLOOMINGTON, IL, 61701-5341	2104419013	R-D
196	510 E OLIVE ST	BLOOMINGTON, IL 61701	2104419012	R-D
197	514 E OLIVE ST	BLOOMINGTON, IL, 61701-5341	2104419017	R-D
198	701 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104433001	R-D
199	507 E FRONT ST	BLOOMINGTON, IL 61701	2104416004	R-D
200	103 S MCLEAN ST	BLOOMINGTON, IL 61701	2104415008	R-D
201	404 1/2 E MONROE ST	BLOOMINGTON, IL 61701	2104263014	R-D
202	203 N CLAYTON ST	BLOOMINGTON, IL 61701	2104430006	R-D
203	613 E JEFFERSON	BLOOMINGTON, IL, 61701	2104429005	R-D
204	511 E GROVE ST	BLOOMINGTON, IL 61701	2104419014	R-D
205	509 E Grove St	Bloomington, IL, 61701-5317	2104419019	R-D
206	505 E FRONT ST	BLOOMINGTON, IL 61701	2104416003	R-D
207	503 E FRONT ST & 503 1/2	BLOOMINGTON, IL 61701	2104416002	R-D
208	101 S MCLEAN ST	BLOOMINGTON, IL 61701	2104415007	R-D

209	204 S MCLEAN ST	BLOOMINGTON, IL 61701	2104419006	R-D
210	703 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104433003	R-D
211	207 S MCLEAN ST	BLOOMINGTON, IL 61701	2104418007	R-D
212	505 E GROVE ST	BLOOMINGTON, IL, 61701-5317	2104419003	R-D
213	501 E GROVE ST	BLOOMINGTON, IL 61701	2104419001	R-D
214	706 E FRONT ST	BLOOMINGTON, IL, 61701-5414	2104433009	R-D
215	704 E FRONT ST	BLOOMINGTON, IL, 61701-5414	2104433013	R-D
216	702 E FRONT ST	BLOOMINGTON, IL, 61701-5414	2104433012	R-D
217	702 E WASHINGTON ST	BLOOMINGTON, IL, 61701-4106	2104430007	R-D
218	710 E FRONT ST	BLOOMINGTON, IL 61701	2104433011	R-D
219	612 E FRONT ST	BLOOMINGTON, IL, 61701-5314	2104432012	R-D
220	611 E WASHINGTON ST	BLOOMINGTON, IL, 61701-4103	2104432006	R-D
221	609 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104432005	R-D
222	607 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104432004	R-D
223	605 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104432002	R-D
224	504 E GROVE ST	BLOOMINGTON, IL 61701	2104416009	R-D
225	609 E JEFFERSON	BLOOMINGTON, IL, 61701	2104429004	R-D
226	601 E JEFFERSON ST	BLOOMINGTON, IL 61701	2104429001	R-D
227	508 E OLIVE ST	BLOOMINGTON, IL 61701	2104419011	R-D
228	208 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104418010	R-D
229	507 E GROVE ST	BLOOMINGTON, IL, 61701-5317	2104419018	R-D
230	206 S MCLEAN ST	BLOOMINGTON, IL 61701	2104419007	R-D
231	508 E GROVE ST	BLOOMINGTON, IL, 61701	2104416011	R-D
232	506 E GROVE ST	BLOOMINGTON, IL 61701	2104416010	R-D

233	606 E FRONT ST	BLOOMINGTON, IL 61701	2104432009	R-D
234	512-518 E GROVE ST	BLOOMINGTON, IL 61701	2104416013	R-D
235	602 E FRONT ST	BLOOMINGTON, IL 61701	2104432007	R-D
236	502 E GROVE ST	BLOOMINGTON, IL, 61701-5318	2104416008	R-D
237	203 S EVANS ST	BLOOMINGTON, IL 61701	2104419015	R-D
238	708 E FRONT ST APT 1	BLOOMINGTON, IL, 61701-5407	2104433010	R-D
239	205 S. EVANS	BLOOMINGTON, IL, 61701	2104419016	R-D
240	701 1/2 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104433002	R-D
241	601 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104432001	R-D
242	506 E OLIVE ST	BLOOMINGTON, IL 61701	2104419010	R-D
243	504 E OLIVE ST	BLOOMINGTON, IL, 61701-5341	2104419009	R-D
244	607 E JEFFERSON ST	BLOOMINGTON, IL 61701	2104429003	R-D
245	603 E JEFFERSON ST	BLOOMINGTON, IL 61701	2104429002	R-D
246	604 E FRONT ST	BLOOMINGTON, IL, 61701-5314	2104432008	R-D
247	407 N GRIDLEY UNIT F	BLOOMINGTON IL 61701	2104273003	R-D
248	407 N GRIDLEY UNIT D	BLOOMINGTON IL 61701	2104273001	R-D
249	407 N GRIDLEY UNIT E	BLOOMINGTON IL 61701	2104273002	R-D
250	402 E GROVE ST	BLOOMINGTON, IL, 61701-5316	2104415016	R-D
251	404 E MONROE UNIT 2	BLOOMINGTON IL 61701	2104274002	R-D
252	404 E MONROE UNIT 3	BLOOMINGTON IL 61701	2104274003	R-D
253	404 E MONROE UNIT 1	BLOOMINGTON IL 61701	2104274001	R-D
254	602 S GRIDLEY ST	BLOOMINGTON, IL, 61701-5227	2104462020	R-D
255	710 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104430015	R-D



**DRAFT  
MINUTES**

**PUBLISHED BY THE AUTHORITY OF  
THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS  
WEDNESDAY, OCTOBER 28, 2020, 4:00 P.M.  
[WWW.CITYBLM.ORG/LIVE](http://WWW.CITYBLM.ORG/LIVE)**

*This meeting was conducted under Governor Pritzker’s Executive Order 2020-07, Section 6 implemented in response to COVID-19, which suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.*

The Planning Commission convened in Regular Session virtually via Zoom conferencing with City Planner Katie Simpson, Chairperson Megan Headean and Commissioner Justin Boyd in-person in City Hall’s Council Chambers at 4:03 p.m., Wednesday, October 28, 2020. The meeting was live streamed to the public at [www.cityblm.org/live](http://www.cityblm.org/live). The meeting was called to order by Chairperson Headean.

**Roll Call**

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>
Ms. Megan Headean	Chair	Present
Mr. Tyson Mohr	Vice Chair	Present
Mr. Justin Boyd	Commissioner	Present
Mr. Thomas Krieger	Commissioner	Present
Ms. Megan McCann	Commissioner	Present
Mr. Mark Muehleck	Commissioner	Present
Mr. David Stanczak	Commissioner	Present
Ms. Sheila Montney	Commissioner	Present
Mr. John Danenberger	Commissioner	Present
Mr. George Boyle	Assistant Corporate Counsel	Present
Mr. Craig McBeath	Information Systems Director	Present
Ms. Katie Simpson	City Planner	Present
Ms. Melissa Hon	Economic & Community Development Director	Present

**B. Z-23-20 Public Hearing, review and action on a text amendment to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code, establishing the R-D, Downtown Residence District.**

**Chairperson Headean introduced the case and asked for presentation from Jackie Wells of Houseal Lavinge.**

**Ms. Wells shared an overview of the project, history and recommendations of the R-D**



District. The presentation included both the text & map amendment to the Bloomington Zoning Ordinance establishing the R-D, Downtown Residence District. Ms. Wells shared information as to why the R-3B District was analyzed, stating during the Zoning Ordinance update process concerns were brought forth regarding the R-3B. The Planning Commission recommended that the Zoning Ordinance be approved with further study of the R-3B around the downtown and Council adopted in 2019 a resolution initiating the study.

Ms. Wells mapped out the R-3B Zoning District Analysis and identified action taken:

- A) Review of existing policy gathering information from Bring it on Bloomington!, West Bloomington Neighborhood Plan & Dimmit's Grove Neighborhood Plan
- B) Map of regeneration & preservation plan
- C) Original District Purpose Statement from the 1960's noting seventy (70) dwelling unit per acre, highly concentrated multiple-family development
- D) 2018 Purpose District - Current mixed of residential types, due to the lack of policy direction the maximum density of seventy (70) dwelling units per. This concerned residents most.
- E) Overview of parcels identified
- F) Community Outreach was conducted with 2 workshops : 1) Regeneration & 2) Preservation area for input to vision of the neighborhoods

Ms. Wells reviewed the recommended policy direction and reviewed the properties that would be impacted the new map amendments.

Ms. Wells reviewed the purposed statement for the R-D Downtown Neighborhood Residence District, the intent, the alignment with current development and support for historic character.

Presentation included comparison on the existing R-3B Multi-Family Residence District and the proposed R-D Downtown Residence District. Highlights shared that the R-3B does allow up to 70 dwelling units per acre while the proposed R-D would allow up to 43 dwelling units per acre.

Continued presentation of recommended amendments included dimensional standards for both districts stating the R-3B is typical Euclidean zoning district and that the properties located by the downtown pose unique development not fitting into that type district. The R-D standards measure on a block average. It is recommended that design guidelines be included, allowing for conditional use of offices and multifamily dwellings.

Visual models where presented with existing and potential development pointing out the R-D is more in line what the existing buildings on the properties making the growth more in line with current development.

Ms. Simpson stated that there was a public Q & A held on October 27, 2020 with two sessions available to the public. Members of the public attended and asked questions of the staff and consultants. These sessions were live streamed on YouTube and available for viewing.

Ms. Simpson presented the email from Karen Schmidt & John Elterich.

Questions, from Ms. Schmidt's email were addressed, stating that Dimmit's Grove is currently broken into two zoning districts R-3B & R-2. The properties have been identified for the R-3B to R-D included in the study area. The R-2 will remain as R-2 as not part of the focus of the scope of the analysis for the R-3B to R-D.

Discussion continued with the Commission and consultants as to non-conforming lots, design standards, spot zoning & district rezoning.

Additional question from Karen Schmidt's email was to the number of uses permitted in the R-D and it was identified that the uses are already permitted in the R-3B District. Commercial uses are the same with the exception of office conversions. It was asked of the consultants if eating establishments would be considered. Based on residence input and existing uses, they would not be considered with the recommendation.

John Houseal, Houseal Lavigne introduced himself. Mr. Houseal discussed non-conformity of potential rezoning. The rezoning approach would create non-conforming over the balance of the neighborhood. When establishing a new zoning, it is standard practice to take a balanced approach while keeping the character of an established neighborhood.

It was noted that the Planning Commission did have extensive conversations and extensive review with the direction to take when creating the scope of work to be presented to Houseal Lavigne with focus on the areas that wouldn't create the non-conformity.

Types of non-conformity were discussed as being measured in the lot, building and use.

Ms. Simpson presented the email from Greg Koos. Mr. Koos stated support of the R-D proposal.

Continued discussion involved the definition of missing middle option and Euclidian zoning as referenced in Ms. Wells's presentation.

Additional discussion involved comments (footnote) on the table of permitted uses: 1) accessory dwelling units & 2) Clothing care and impacts on the community. A drycleaner & coin laundry should be considered separately.

Chairperson Headean opened the public hearing.

Chairperson Headean swore in Mark Kudrys for the record and was present at City Hall.

Mr. Kudrys state he owns properties that would be affected by the new R-D District and had questions for the staff and consultants. Questions and discussion ensued development of the area, R-D proposal generating new development, TIF incentives possibilities, Historic Preservation grants, existing structures to remain, promote uses and development would be compatible with current structures, investment of the neighborhood.

Mr. Kudrys questioned the permitting process with the area being more conforming. City staff would meet with petitioner and discuss setbacks and existing block. As an owner of an owner of Commercial property, discussion included potential residential options would increase.

Commissioner Mohr excused himself from the meeting. George Boyle asked to recess until all members are present. Mr. Boyle reviewed motions needed by the Commission.

Chairperson Headean swore in Brad Williams for the record. Mr. Williams testified that has been a resident for 41 years Dimmit's Grove. The area is mostly single-family homes. He would like the neighborhood to maintain the existing integrity with the recommendation. There is a lot of diversity in the neighborhood and that is part of the charm & fabric of the neighborhood. Mr. Williams stated that he has concerns with permitted uses and is not fully on board with the R-D recommendation.

Commission questions for Mr. Williams. None

Chairperson Headean swore in Andrew Hunt for the record. Mr. Hunt stated he is a property owner that would be impacted and changed to R-2 zoning. His property is located on the northeast corner of area and currently zoned R-3B. If rezoned to R-2 it would create a non-conforming situation for his property. Mr. Hunt asked the commission to exclude the properties from the recommend map amendment and keep as R-3B

Commission & staff clarified the properties that would be affected in Mr. Hunt's statement.

Staff is supportive of keeping the parcels as R-3B. Ms. Simpson referred to the meeting packet and exhibit B as to the addresses of the said properties.

There were no additional persons to speak for or against the petition. Chairperson Headean closed the public hearing.

There was continued discussion by the Commission and motion review & recommendation.

Commissioner Mohr made a motion, seconded by Commissioner Stanczak that the finding of fact of the text amendment is in the public's best interest. Roll call vote:

**AYES:** Stanczak; Daneberger; Boyd; Muehleck; Krieger; Mohr; McCann; Montney & Chairperson Headean

**NAYS:** None.

**Motion carried.**

Commissioner Krieger made a motion, seconded by Commissioner Stanczak recommending City Council adopt the proposed text amendment. Roll call vote:

**AYES:** Stanczak; Daneberger; Boyd; Muehleck; Krieger; Mohr; McCann; Montney & Chairperson Headean

**NAYS:** None.

**Motion carried.**

- A. Z-24-20 Public Hearing, review and action on map amendments to the Official Zoning Map for properties in the City of Bloomington impacted by the creation of the R-D District.

Chairperson Headean introduced the case and explained that both the text amendment and the map amendment were presented together by Housel Lavine along with the public comment portion.

Chairperson Headean opened up public hearing, there were no additional persons registered to speak in favor or against. Chairperson Headean closed the public hearing.

Commission Boyd made a motion, Seconded by Commission Mohr to accept the Findings of fact in the public's best interest.

Commission Krieger left the meeting at 5:29 pm

Commission Boyd retracted motion.

Commissioner Boyd made a motion, seconded by Commission Mohr to exclude the following addresses from the map amendment and to leave as R-3B: 506,508,608 & 510 E. Locust Street. Roll call vote:

AYES: Stanczak; Daneberger; Boyd; Muehleck; Mohr; McCann; Montney & Chairperson Headean

NAYS: None.

Motion carried.

Commission discussion confirmed that the properties would remain as R-3B and not rezone to R-2.

Commissioner Boyd made a motion, seconded by Commissioner Stanczak that the Findings of fact are in the public's best interest. Roll call vote:

AYES: Stanczak; Daneberger; Boyd; Muehleck; Mohr; McCann; Montney & Chairperson Headean

NAYS: None.

Motion carried.

Commissioner Boyd made a motion, seconded by Commissioner Muehleck recommending to City Council the approval of the map amendments with the exceptions previously stated.

AYES: Stanczak; Daneberger; Boyd; Muehleck; Mohr; McCann; Montney & Chairperson Headean

NAYS: None.

Motion carried.

**OLD BUSINESS - None**

**NEW BUSINESS**

**A. Approve 2021 meeting dates**

Commissioner Boyd made a motion, seconded by Commissioner Mohr to approve the 2020 Planning Commission meeting dates. Roll call vote:

AYES: Stanczak; Daneberger; Boyd; Muehleck; Mohr; McCann; Montney & Chairperson Headean

NAYS: None.

Motion carried.

## **ADJOURNMENT**

**Commissioner Stanczak made a motion, seconded by Commissioner Boyd, that the meeting be adjourned.**

**Motion carried (viva voce)**

**The meeting adjourned at 5:40 pm.**

DRAFT



## CONSENT AGENDA ITEM NO. 8.G

**FOR COUNCIL:** November 23, 2020

**SPONSOR:** Economic & Community Development Department

**WARD IMPACTED:** Ward 2

**SUBJECT:** Consideration and action on an Ordinance Concurring with a Technical Correction to the Bloomington Normal Enterprise Zone Boundary Amendment - The Ferrero Expansion, as requested by the Economic & Community Development Department.

**RECOMMENDED MOTION:**

The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

-Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 3e. Strong working relationship among the City, businesses, economic development organizations

-Objective 3a. Retention and growth of current local businesses

**BACKGROUND:** The Bloomington Normal Enterprise Zone (EZ) is administered by the Bloomington-Normal Economic Development Council (BNEDC). On May 11, 2020 the Bloomington City Council approved an amendment to the EZ to add the Ferrero candy factory at 2501 Beich Road as requested by the BNEDC to support the retention and future expansion of the Ferrero facility. The amendment to the EZ was also approved by the governing boards of the Town of Normal, McLean County, Gibson City, and Ford County.

Due to a recent discovery of an error in the legal description for the Ferrero property that was attached to the packet approved by the McLean County Board, the Illinois Department of Commerce and Economic Opportunity (DCEO) has requested that amended ordinances and intergovernmental agreements be adopted by all five participating units of government to confirm agreement of the correct legal description.

The Illinois Joint Committee on Administrative Rules (JCAR) regards this as a “technical correction” which is a non-substantive change that corrects or clarifies the wording, terms, or conditions of an Enterprise Zone ordinance or intergovernmental agreement. A technical correction is not one that affects any rights and privileges accorded to residents of the zone.

There are no other modifications to the EZ and the requested ordinance is presented to Council to formally acknowledge and approve the necessary technical correction with the legal description and will meet DCEO requirements.

There is no COVID-19 impact related to the approval of the Ordinance.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** DCEO, BNEDEC, Town of Normal, Gibson City, McLean County, and Ford County.

**FINANCIAL IMPACT:** The incentives available through the EZ originate from the State of Illinois and are available on an equal basis to all entities located within in the EZ. The local EZ's primary incentive is the exemption on retailers' occupation tax paid on qualifying building materials (8.75% in Bloomington which is composed of 5% State of Illinois Sales Tax, .25% McLean County Sales Tax, and 3.5% City Sales Taxes).

**COMMUNITY DEVELOPMENT IMPACT:** Related Comprehensive Plan 2035 Goals (Adopted August 24, 2015):

ED-1 Ensure a broad range of employment opportunities for all residents

ED-1.1 Focus on retention and expansion of existing businesses

ED-4 Enhance the image of Bloomington as a business friendly community

ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

ED-4.5 Identify and reduce barriers for local growth and economic development

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by:



\_\_\_\_\_  
Melissa Hill, Economic and Community Development Director

11/15/2020



\_\_\_\_\_  
Chris Tomerlin, Budget Manager

11/16/2020



\_\_\_\_\_  
Jeffrey R. Jurgens, Corporation Counsel

11/17/2020



\_\_\_\_\_  
Tara Henry, Legislative Assistant

11/18/2020

Recommended by:



\_\_\_\_\_  
Tim Gleason, City Manager

**Attachments:**

- E&CD 3B Ordinance Concurring with a Technical Correction to the Bloomington Normal Enterprise Zone Boundary Amendment - The Ferrero Expansion

ORDINANCE NO. \_\_\_\_\_

**CITY OF BLOOMINGTON  
AN ORDINANCE CONCURRING WITH A TECHNICAL CORRECTION  
TO THE BLOOMINGTON NORMAL  
ENTERPRISE ZONE BOUNDARY AMENDMENT  
- THE FERRERO EXPANSION -**

**WHEREAS**, the City of Bloomington, the Town of Normal, the County of McLean, the City of Gibson City and the County of Ford, hereafter referred to as the Designation Units of Government previously approved a boundary amendment in support of a proposed facility expansion project by Ferrero Candy; and

**WHEREAS**, each Designating Unit of Government approved an amended Designating Ordinance and related amendments to the Enterprise Zone Intergovernmental Agreement as required by the Enterprise Zone Act (ILCS 655); and

**WHEREAS**, the said Boundary Amendment Application was approved and certified by the Department of Commerce and Economic Opportunity, or DCEO, effective August 8, 2020 (Bloomington-Normal\_2020\_08\_03\_AT\_2157): and,

**WHEREAS**, an incorrect legal description was inadvertently attached to the correct Property Identification Number (PIN) during the approval process by the County of McLean; and

**WHEREAS**, McLean County has, or will be, approving corrected legal description information in the form of a revised amendment to the Designating Ordinance and related Intergovernmental Agreement as attached in Exhibits "A" and "B"; and

**WHEREAS**, the City of Bloomington concurs with the technical correction; and

**WHEREAS**, this Ordinance shall be in effect from and after its passage, approval and recording according to law.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Bloomington that it hereby approves and concurs with said Technical Correction to include those areas as described in Exhibits "A" and "B", also referred to as Amendment 3.

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective immediately upon the adoption thereof, subject to approval by the Illinois Department of Commerce and Economic Opportunity.

**PRESENTED, PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.



**CITY OF BLOOMINGTON**

**ATTEST**

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Tari Renner, Mayor

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Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON ORDINANCE  
CONCURRING WITH A TECHNICAL CORRECTION  
TO THE BLOOMINGTON NORMAL  
ENTERPRISE ZONE BOUNDARY AMENDMENT  
AMENDMENT 3  
-THE FERRERO EXPANSION -**

**EXHIBIT "A"**

The following corrected legal descriptions of PIN 21-18-451-003 as outlined on the applicable McLean County Designating Ordinance Amendment, and previously approved by the Town of Normal have been added to the Bloomington Normal Enterprise Zone as the 3rd Amendment to the Zone boundaries since its inception in 2017:

CONNECTING STRIP - .716 acres more or less.

Beginning at the center point of the intersection of W Oakland Avenue and Union Pacific Railroad in Bloomington, Illinois, along a 3 foot strip located on the eastern half of the Union Pacific Railroad right-of-way for approximately 1.97 miles southwest to the intersection of the project property identified by PIN 21-18-451-003 and described below:

PIN 21-18-451-003. 54.24 acres, or .085 square miles, more or less.

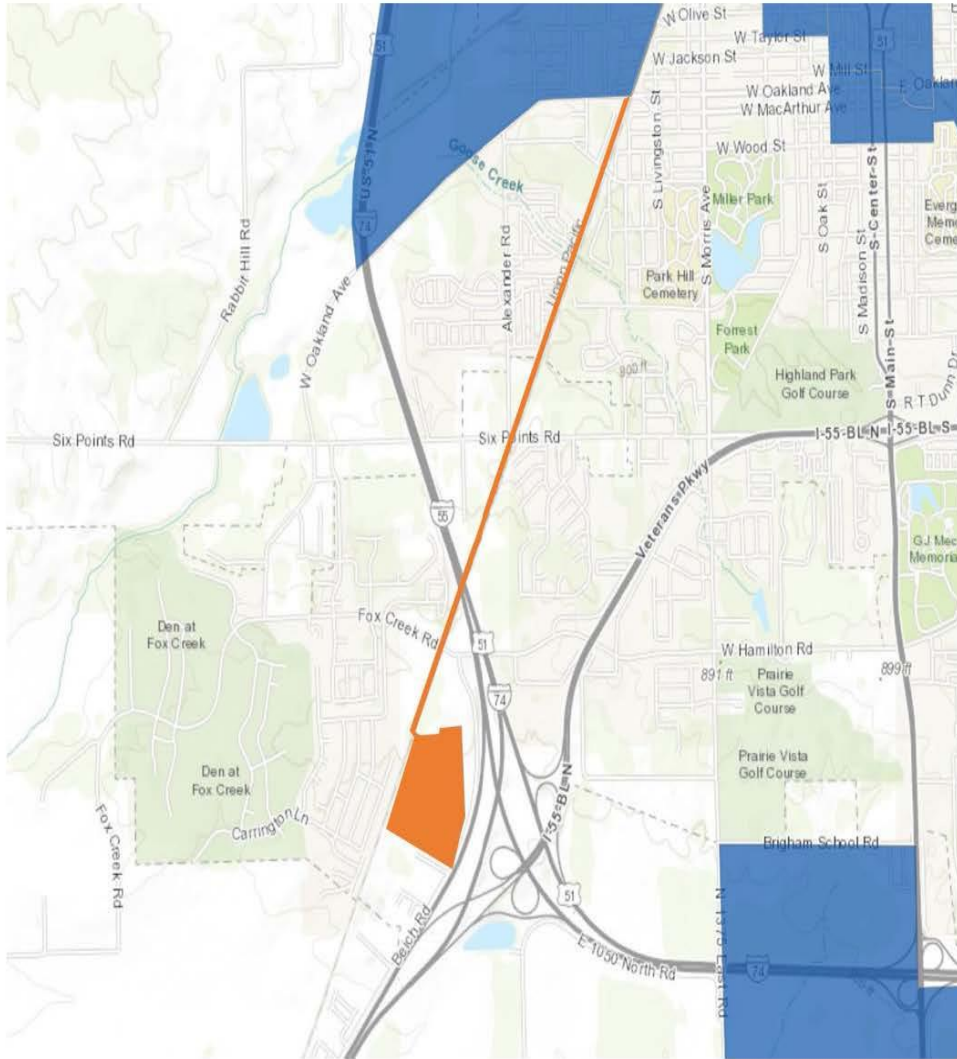
**Tract No. 1:**

Lot 1 in Industrial Park Subdivision to the City of Bloomington, in McLean County, Illinois.

**Tract No. 2:**

Part of Lot 5 in Access Park Subdivision in Section 19, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest corner of Lot 5 in Access Park Subdivision; thence South 65 degrees 27 minutes 07 seconds East, 139.92 feet on the North line of said Lot 5; thence South 80 degrees 35 minutes 31 seconds West, 26.85 feet; thence North 65 degrees 27 minutes 07 seconds West, 117.64 feet parallel with said North line of Lot 5 to the West line of said Lot 5; thence North 24 degrees 29 minutes 54 seconds East, 15.00 feet to the point of beginning, in McLean County, Illinois.

**BLOOMINGTON-NORMAL PROPOSED ENTERPRISE ZONE EXPANSION  
FERRERO PROJECT  
APRIL 2020**



**Key to Map above:**

-  Existing Enterprise Zone
-  Proposed Enterprise Zone and Connectors

## EXHIBIT "B"

### AN AMENDMENT TO THE BLOOMINGTON NORMAL ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT CONCURRING WITH THE TECHNICAL CORRECTION TO THE BLOOMINGTON NORMAL ENTERPRISE ZONE BOUNDARY AMENDMENT 3 -THE FERRERO EXPANSION -

BE IT ORDAINED AND RESOLVED BY THE CITY OF BLOOMINGTON, TOWN OF NORMAL, COUNTY OF MCLEAN, CITY OF GIBSON CITY AND COUNTY OF FORD, AS PARTIES TO THE BLOOMINGTON-NORMAL ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT ADOPTED ON THE 9TH DAY OF NOVEMBER 2015 AS AMENDED.

The referenced Agreement shall be further amended to reflect a technical correction to the Legal Description of the Bloomington-Normal Enterprise Zone which was previously approved by the Designating Units of Government. This technical correction amendment, defined as Amendment 3 found below, reflects the correct legal description of PIN 21-18-451-003.

CONNECTING STRIP - .716 acres more or less.

Beginning at the center point of the intersection of W Oakland Avenue and Union Pacific Railroad in Bloomington, Illinois, along a 3 foot strip located on the eastern half of the Union Pacific Railroad right-of-way for approximately 1.97 miles southwest to the intersection of the project property identified by PIN 21-18-451-003 and described below:

PIN 21-18-451-003. 54.24 acres, or .085 square miles, more or less.

#### **Tract No. 1:**

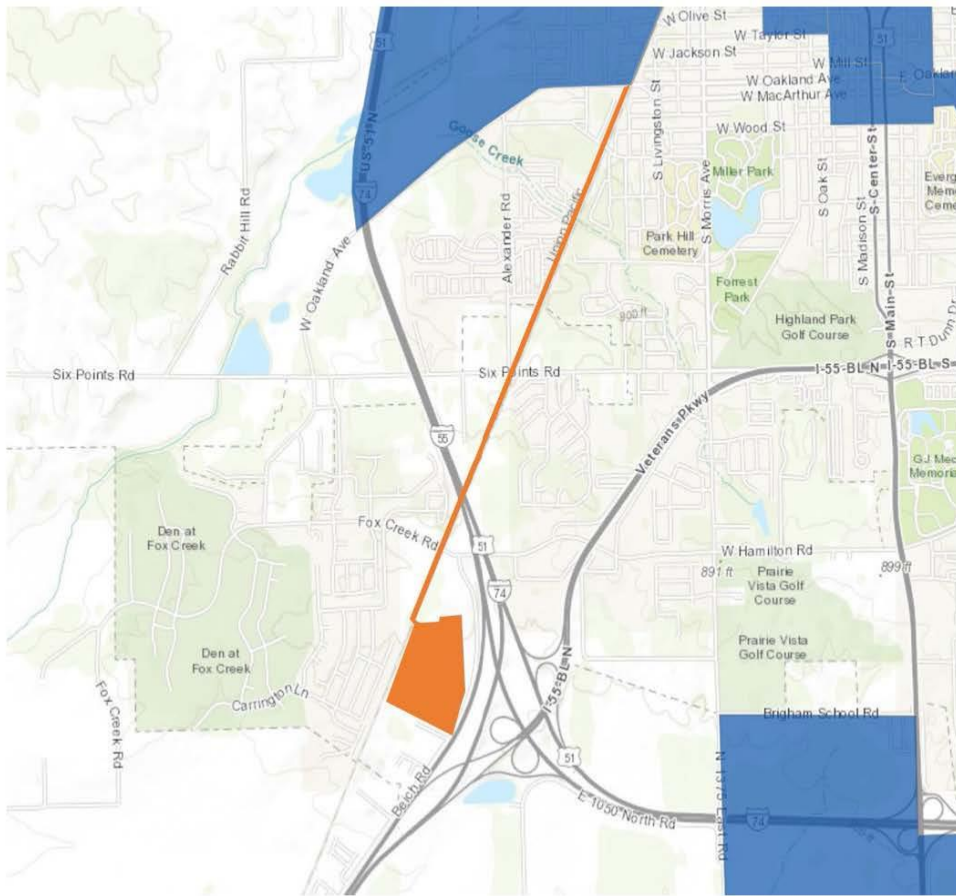
Lot 1 in Industrial Park Subdivision to the City of Bloomington, in McLean County, Illinois.

#### **Tract No. 2:**

Part of Lot 5 in Access Park Subdivision in Section 19, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest corner of Lot 5 in Access Park Subdivision; thence South 65 degrees 27 minutes 07 seconds East, 139.92 feet on the North line of said Lot 5; thence South 80 degrees 35 minutes 31 seconds West, 26.85 feet; thence North 65 degrees 27 minutes 07 seconds West, 117.64 feet parallel with said North line of Lot 5 to the West line of said Lot 5;

thence North 24 degrees 29 minutes 54 seconds East, 15.00 feet to the point of beginning, in McLean County, Illinois.

**BLOOMINGTON-NORMAL PROPOSED ENTERPRISE ZONE EXPANSION  
FERRERO PROJECT  
APRIL 2020**



**Key to Map above:**

-  Existing Enterprise Zone
-  Proposed Enterprise Zone and Connectors

Amended the \_\_\_\_\_ of \_\_\_\_\_, 2020

County of McLean

County of Ford

By: \_\_\_\_\_  
County Board Chairman

By: \_\_\_\_\_  
County Board Chairman

City of Bloomington

City of Gibson City

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

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

Town of Normal

By: \_\_\_\_\_  
Chief Elected Official

# REGULAR AGENDA



## REGULAR AGENDA ITEM NO. 9.A

**FOR COUNCIL:** November 23, 2020

**SPONSOR:** Finance Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action on a Resolution Awarding the Request for Proposal (RFP# 2021-17) for the FY2020 Tax Exempt Capital Equipment Lease to Clayton Holdings, LLC - Equity Subsidiary of Commerce Bank for \$4,282,628, as requested by the Finance Department.

**RECOMMENDED MOTION:**

The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** In 2011, the City began replacing its aging inventory on a rolling basis utilizing capital lease financing. This inventory includes a diverse range of equipment and vehicles that are used to provide services to residents across the City. While the City has been successful in obtaining low interest rates by soliciting each capital lease, its financial condition has improved in recent years, and it has therefore adopted a strategic goal to gradually remove the need for financing for this purpose; FY2020's General Fund budget included over \$500K in purchases to be paid in cash. The FY2021 budget included General Fund cash purchases of nearly \$650K. COVID-19 will impact this goal and overall equipment purchases for the year.

Total City purchases to be placed on the capital lease are \$4,282,628 (see Exhibit 1 for the equipment list by department.) Please note that all listed assets have already been purchased in FY 2020 and the executed capital lease will reimburse spent funds, leaving the annual debt service in its place. Since purchases are made during the entire fiscal year, budgeted purchases are financed retroactively (in the following fiscal year). Given this, debt service for these purchases was included in the FY 2021 budget. The capital lease program includes a five- or ten-year lease based on the useful life of an asset being financed.

An RFP# 2021-17 was issued on October 13, 2020 and seven (7) qualified responses were received. Two submittals were from local financial institutions including the chosen company, Commerce, that has a local branch. Primary emphasis for the award was placed on the proposed costs which include interest and fees. Clayton Holdings, LLC (Commerce Bank) provided the lowest cost proposal and fulfilled all requirements of the RFP:



	5 Year	10 Year	Total Cost
<b>Commerce Bank / Clayton Holdings, LLC</b>	0.85%	1.25%	144,346
<b>TD Bank</b>	0.94%	1.45%	165,277
<b>Busey Bank</b>	0.98%	1.46%	174,099
<b>JP Morgan Chase</b>	1.29%	1.29%	179,542
<b>US Bank</b>	1.16%	1.60%	190,246
<b>Bank Funding LLC</b>	1.28%	1.87%	220,253
<b>BCI Capital</b>	1.38%	2.11%	240,967

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority because the equipment is necessary to provide essential City services. The Finance Department is monitoring the financial impact of the pandemic.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** An RFP was published in *The Pantagraph* on October 13, 2020 and posted to the City’s website the same day. Thirty Six (36) financial institutions were mailed invitations to submit a proposal on the RFP. Seven (7) responses were received, all of which were considered qualified.

**FINANCIAL IMPACT:** The estimated interest rate cost is approximately \$144,346 combined for both the five and ten year leases. The principal and interest expenditures for this Capital Lease were budgeted in FY 2021 from the following line items within each department: 73401 - Principal Expense, and 73701 - Interest Expense. Additionally, Stakeholders can see information related to the Capital Lease Program in the FY 2021 Budget Book titled “Other Funds & Capital Improvement” beginning on page 82.

**COMMUNITY DEVELOPMENT IMPACT:** N/A


Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:

  
Chris Tomerlin, Budget Manager

11/9/2020

  
Jeffrey R. Jurgens, Corporation Counsel

11/17/2020

  
Tara Henry, Legislative Assistant

11/18/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', is written above a horizontal line.

Tim Gleason, City Manager

**Attachments:**

- FIN 2B FY2020 Capital Equipment Lease - Exhibit 1
- FIN 2C RFP #2021-17 Receipt of Submittals
- FIN 2D Resolution for Capital Equipment Lease

FY2020 Capital Equipment Lease - Exhibit 1

**Capital Lease Equipment List - 60 Months**

Description	Amount	Department
VTrak D5800FXD Storage Disk Array Bundle	\$ 19,926.24	IS
Microsoft EA Exchange Software	\$ 13,600.00	IS
DocuSign Software	\$ 46,336.62	IS
VMware Workspace One Licenses-Software	\$ 12,529.36	IS
Milestone SSA Software Licenses	\$ 17,747.82	IS
Milestone Xprotect Software	\$ 16,014.60	IS
GIS Enterprise Server Upgrade	\$ 45,040.00	IS
2-Forensic Laptops	\$ 14,948.00	IS
Milestone Video Server DL 385	\$ 12,077.64	IS
HP Z8 G4 Workstation	\$ 8,694.34	IS
2020 Ford Escape Hybrid	\$ 29,576.58	Parks
2020 Ford F150 Pickup Truck	\$ 30,125.00	Parks
Toro Workman HDX with Vicon Spreader	\$ 29,403.86	Parks
2020 Look EELC 7X16 TE2 Trailer	\$ 5,000.00	Parks
Toro Groundmaster 4000-D/Gross	\$ 49,550.03	Parks
2020 Ford F-550 Horton Model 623 All Aluminum Ambulance	\$ 275,103.00	Fire
New emergency backup generators at Fire Stations 1, 3 and 4	\$ 135,020.00	Fire
4-LifePak 15 V-4 Cardiac Monitor/Defibrillators	\$ 101,388.88	Fire
Stryker Power Pro XPS Ambulance Cot	\$ 18,015.00	Fire
2020 Ford F350 with Snow Plow	\$ 36,620.00	Fire
Falcon 4 Ton Hot Box with Hydraulic Dump	\$ 34,360.00	Streets Maint
2- 2020 International HV507 Trucks	\$ 365,054.00	Streets Maint
2020 International HV507 Truck	\$ 181,607.00	Snow & Ice Removal
3-Refuse Trucks 2020 Crane Carrier Model Model LDT2-30 with Helping Hand Single Arm Automated Side Loader	\$ 1,020,017.46	Solid Waste
2-JRB Buckets	\$ 21,900.00	Solid Waste
Leaf Vac-Xtreme Vac Model LCT60019	\$ 39,855.25	Solid Waste
2021 International HV607 SBA Truck with a Vactor 2100i Sewer Cleaner	\$ 428,278.05	Storm
	<b>\$ 3,007,788.73</b>	

**Capital Lease Equipment List - 120 Months**

Description	Amount	Department
Police Portable, Mobile & in Car Radios with Single Band 8000 Series	\$ 1,274,839.72	Police

<b>Total 5 and 10 year Capital Lease</b>	<b>\$ 4,282,628.45</b>	
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CITY CLERK  
 109 EAST OLIVE STREET  
 BLOOMINGTON, IL 61702-3157  
 309.434.2240 tel  
 309.434.2802 fax

RECORD OF RFP OPENING FOR:

RFP #2021-17  
 Capital Equipment Financing

DATE: October 28, 2020

TIME: 11:00 a.m.

Received Date & Time & Staff Initials	Offeror's Name	City, State
10/27/2020 0930 HOURS T.M.	U.S. BANK	DENVER, COLORADO
10/27/2020 0930 HOURS T.M.	JP MORGAN CHASE BANK	CHICAGO, ILLINOIS
10/27/2020 12:52pm V.C.	Commerce Bank	Bem, Ill
10/28/2020 9:23am T.M.	BCI Capital Inc	Orlando, FL
10/28/2020 9:41am J.C.	Busey	Bem, Ill
10/28/2020 10:30am J.C.	TD Bank	Cherry Hill, NJ
10/28/2020 0953 HRS JC	BANK FUNDING LLC	BOYDS MD

WITNESSES:

Misty Shapiro  
Carla M...ello  
J. Schuff

\*Disclaimer: This is a RFP tabulation for record of the RFP received. RFPs 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.

PRESS FIRMLY TO SEAL

PRESS FIRMLY TO SEAL

PRIORITY MAIL  
FLAT RATE  
POSTAGE REQUIRED



**PRIORITY MAIL**

BANKFUNDING, LLC  
BOYDS, MD

Came in mail (USPS)  
on 10/29/2020 @  
10:30 AM.

ny major

SEALED PROPOSAL ENCLOSED

REF # 2021-17 EQ. FINANCING

is

To schedule free  
Package Pickup,  
scan the QR code.



USPS.COM/PICKUP



PS00001000014

EP14F Oct 2018  
OD: 12 1/2 x 9 1/2

**P**



U.S. POSTAGE  
\$7.75  
PH 2-DAY  
20874 0006  
Date of sale  
10/21/20  
06 25  
11488665

**PRIORITY MAIL 2-DAY**

EXPECTED DELIVERY DAY: 10/24/20

0006

CITY CLERK

C003

SHIP TO: CITY OF BLOOMINGTON  
109 E OLIVE ST  
Bloomington IL 61701-5217

**USPS TRACKING NUMBER**



9505 5066 9501 0295 1375 36

## [Track Another Package+](#)

Track Packages  
Anytime, Anywhere

Get the free Informed Delivery® feature to receive automated notifications on your packages  
[Learn More](#)

[Remove](#)

**Tracking Number:** 9505506695010295137536

We attempted to deliver your package at 9:53 am on October 28, 2020 in BLOOMINGTON, IL 61701 but could not access the delivery location. We will redeliver on the next business day.

[USPS Premium Tracking™ Available](#)

**Status**

**Alert**

October 28, 2020 at 9:53 am  
Delivery Attempted - No Access to Delivery Location  
BLOOMINGTON, IL 61701

RESOLUTION NO. 2020 - \_\_\_\_\_

**A RESOLUTION AWARDING THE REQUEST FOR PROPOSAL (RFP# 2021-17) FOR THE  
FY2020 TAX EXEMPT CAPITAL EQUIPMENT LEASE TO CLAYTON HOLDINGS, LLC -  
EQUITY SUBSIDIARY OF COMMERCE BANK FOR \$4,282,628**

WHEREAS, a Request for Proposals (“RFP”) was issued on October 13, 2020, inviting firms to submit their proposals for a Capital Equipment Lease; and

WHEREAS, through the RFP process, Clayton Holdings was chosen as the most qualified based on the evaluation criteria and ability to meet the needs of the City; and

WHEREAS, the City Council finds it to be in the best interests of the City to approve a Capital Lease with Clayton Holdings as set forth in this Resolution.

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

That the City Manager is authorized to enter into a Capital Equipment Lease, and execute any related documents, with Clayton Holdings, upon legal review and approval of the contractual documents.

ADOPTED this 23rd day of November 2020.

APPROVED this \_\_\_\_ day of November 2020.

**CITY OF BLOOMINGTON**

**ATTEST**

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

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



## REGULAR AGENDA ITEM NO. 9.B

**FOR COUNCIL:** November 23, 2020

**SPONSOR:** Finance Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving an Agreement with Invoice Cloud, Inc., for Use of its Electronic Bill Presentment and Payment Solution, as requested by the Finance Department.

**RECOMMENDED MOTION:**

The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 1d. City services delivered in the most cost-effective, efficient manner  
-Objective 1a. Budget with adequate resources to support defined services and level of services

**BACKGROUND:** In 2018, the City Council approved an agreement with Automated Merchant Services Inc. (AMS) as the City's payment solution provider. This coincided with the beginning of the City's Utility Billing system conversion from a legacy system to the City's enterprise resource provider (ERP), Tyler Munis. AMS was selected due to its experience with Tyler integration and its strategic partnerships with platforms that could provide the kind of electronic customer interaction that was included in the long-term vision for the City.

The AMS strategic partner for this type of solution is Invoice Cloud. Invoice Cloud provides a complete, secure electronic bill presentment and payment (EBPP) solution that streamlines the payment process and enhances payment capabilities.



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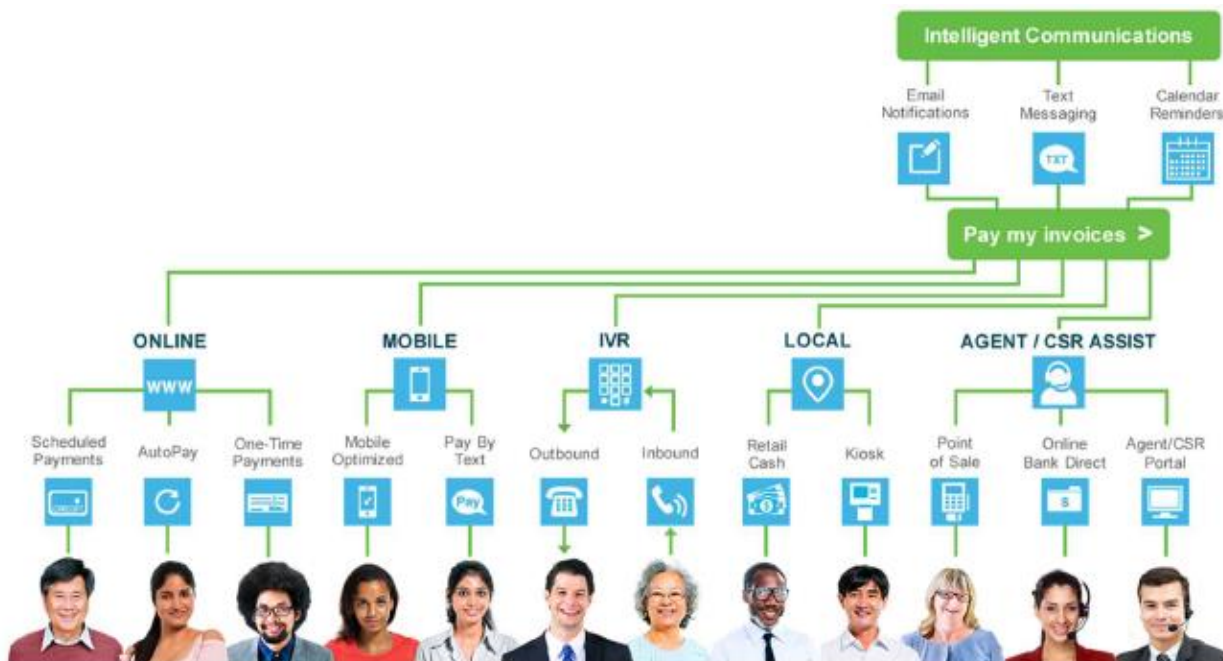
## Invoice Cloud by the Numbers

- 11 years of experience
  - 100+ different software integrations
  - 2,100+ municipal and utility clients in all 50 states
  - \$13B+ processed payments in 2019 (roughly 45M payments)
  - 45% average online payment adoption
  - 15 - 25% average paperless billing adoption
  - 99.9% system up-time
  - PCI Level 1 and SSAE 18 (SOC 1 and 2) certified for online payment security
- 

Invoice Cloud's robust platform provides both value to the Consumer and the Municipality:

Consumer Payment and Communication Value (Convenience):

- Extensive Customer Portal: View and/or pay bills with 24 months of history
- Automated / Event Driven e-communication: Alerts / reminders, payment confirmations via email / text
- Web and Mobile payment options: Pay by Text, Pay by Phone / Interactive Voice Response (IVR - with Spanish)
- Retail Cash Payments: Pay in cash at approved retailers such as 7-11, Walmart or CVS



City Value:

- SaaS (software as a service) Solution: System is always updated with current version
- Integration: Integrates with the City's ERP system Tyler Munis

- Cost and Service Delivery Efficiencies: Bill Production, Payment Collection and Consumer Support
  - Save time and cut costs with increased self-service, paperless billing and AutoPay registrations
  - Decrease late payments with intelligent payment reminders
  - Enable customers to pay whenever and wherever they want
- Progress toward a Virtual City Hall and a One-Stop Customer Service Hub

### City of Bloomington, IL Goals & Objectives

Goals & Objectives	Invoice Cloud
1. <b>Future proof your customer experience with a true Software-as-a-Service EBPP platform.</b> Stay ahead of payment and engagement technology with a SaaS partner.	✓
2. Provide a tight integration that will eliminate manual tasks related to Reporting, Shut-Off, and Online Bank Payments - saving time, effort and frustrations for your CSR staff.	✓
3. Provide CSR staff with <b>detailed reporting on payments and email statistics</b> – easily change/remove emails, block payments methods (supported by web services), track email notification bounce back and click-through status.	✓
4. <b>Improve customer communications</b> by sending out automated, event-driven email and text reminders and notifications (all sent by Invoice Cloud on behalf of the City of Bloomington, IL).	✓
5. Implement a customer engagement, e-billing and payment solution that will expand your payment options for Payers, <b>significantly increasing the number of customers adopting paperless and electronic payments.</b>	✓
6. Implement a <b>paperless program</b> that has proven to be the most effective in the U.S. - with many built in features that automatically encourages payers to enroll in paperless, without any effort needed by the utility. <b>Maximizing 'paperless' enrollments will maximize print/mail cost savings for the City of Bloomington, IL.</b>	✓
7. <b>Reduce inbound phone calls</b> for payment and website related assistance and complaints making CSRs more efficient and improving the CSR's experience.	✓
8. Provide customers with an <b>enhanced 'One Time Payment'</b> (40% of people prefer this way to pay) that allows customers to <b>see 24 months of bill history without logging in</b> , enroll in 'paperless,' sign up for text or e-mail reminders, and pay via Credit Card or ACH (this is a huge factor in increasing e-adoption).	✓

The City currently spends approximately \$60K annually for Lockbox Services (processing of manual checks), and \$245K on printing and mailing of 28,000 bills per month. Using actual municipal experience data from Invoice Cloud for the City of Lockport, it is estimated that these costs could be reduced by approximately \$70K in two years (\$35K per year), as accounts convert to paperless and e-pay.

Most EBPP platforms have a transaction-based cost model. The Invoice Cloud fees are primarily based on electronic transactions processed through the platform. Considering the current e-pay structure of the City, the initial gross cost is estimated to be approximately \$105K. Assuming the conversion savings noted above, the first-year costs are estimated to be between \$75K and \$90K; year two between \$35K and \$50K, year three under \$35K. This cost will be primarily spread between the following Enterprise Funds related to their Utility Billing activity: Water, Storm Water, Sewer and Solid Waste.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority because this will allow for improved services for the customer and create efficiencies for the City. The Finance Department is monitoring the financial impact of the pandemic.

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

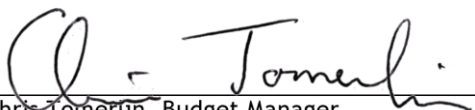
**FINANCIAL IMPACT:** The Utility Billing conversion go-live is scheduled for March of 2021. If approved, FY2021 unbudgeted costs for March and April will be absorbed by the Water, Storm Water, Sewer and Solid Waste Funds. Finance will monitor these Funds to ensure total Fund costs are within approved budget levels. Estimated costs of approximately \$85K will be included in the FY2022 budget.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:



Chris Tomerlin, Budget Manager

11/10/2020



Jeffrey R. Jurgens, Corporation Counsel

11/17/2020



Tara Henry, Legislative Assistant

11/18/2020

Recommended by:



Tim Gleason, City Manager

**Attachments:**

- FIN 3B Bid Waiver Invoice Cloud Resolution

RESOLUTION NO. 2020 - \_\_\_\_

**A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS  
AND APPROVING AN AGREEMENT WITH INVOICE CLOUD, INC., FOR USE OF ITS  
ELECTRONIC BILL PRESENTMENT AND PAYMENT SOLUTION**

WHEREAS, the City of Bloomington has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, the City approved an agreement with Automated Merchant Services, Inc. (AMS) in December of 2018 as its payment solution provider; and

WHEREAS, Invoice Cloud is the strategic partner of AMS which provides the electronic bill presentment and payment (EBPP) solution the City wishes to provide to its citizens; and

WHEREAS, City staff requests the formal bidding process be waived and the City Manager be authorized to enter into the related agreement;

**NOW, THEREFORE, BE IT ORDAINED/RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois:**

That the recitals set forth above are incorporated herein, and the City Manager, or designated representatives, are authorized to secure the agreement with Invoice Cloud, Inc. and are authorized to execute any necessary documents to effectuate the agreement upon legal review and approval of the contractual documents.

PASSED this 23rd day of November 2020.

APPROVED this \_\_\_\_ day of November 2020.

**CITY OF BLOOMINGTON**

**ATTEST**

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

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



## REGULAR AGENDA ITEM NO. 9.C

**FOR COUNCIL:** November 23, 2020

**SPONSOR:** Legal Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department.

**RECOMMENDED MOTION:**

No modifications recommended at this time.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 1e. Partnering with others for the most cost-effective service delivery
- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 1c. Engaged residents that are well informed and involved in an open governance process

**BACKGROUND:** On March 26, 2020, the City Council approved Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures. This Ordinance is effective for 28-day periods unless amended or repealed sooner by the City Council. Absent such repeal or amendment, the Ordinance continues in effect for additional 28-day periods.

As part of the passage of the Ordinance and due to its importance, the City Manager committed to placing Ordinance 2020-18 on every regular agenda. This allows the Council to repeal it as soon as the pandemic subsides, and thus end the use of the City's emergency powers.

On November 13, 2020, Governor Pritzker issued a new 30-day disaster proclamation related to the pandemic. As the community, including the City's businesses and residents, continue to address the impacts of the COVID-19 pandemic, City staff is not currently recommending the repeal of the Ordinance at this time.

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

**FINANCIAL IMPACT:** There is no new financial impact associated with continuing Ordinance 2020-18 in effect.

**COMMUNITY DEVELOPMENT IMPACT:** The continuation of Ordinance 2020-18 allows several key functions of the Community Development Department to continue that do not include

statutorily mandated public hearings, as well as the expansion of certain business operations for outdoor dining.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:



Jeffrey R. Jurgens, Corporation Counsel

11/18/2020



Tara Henry, Legislative Assistant

11/18/2020

Recommended by:



Tim Gleason, City Manager

**Attachments:**

- LGL 1B Local Emergency Declaration Ordinance 2020-18
- LGL 1C Ord. No. 2020 - 21
- LGL 1D Ord. No. 2020 - 25
- LGL 1E Ord. No. 2020 - 30
- LGL 1F Ord. No. 2020 - 38
- LGL 1G Ord. No. 2020 - 45
- LGL 1H Ord. No. 2020 - 61

ORDINANCE NO. 2020 - 18

AN ORDINANCE DECLARING A LOCAL EMERGENCY  
DUE TO THE COVID-19 VIRUS & ENACTING VARIOUS EMERGENCY MEASURES

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 to be a public health emergency of international concern and on March 11, 2020 declared it a worldwide pandemic; and

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States; and

WHEREAS, the Governor of the State of Illinois issued a disaster proclamation on March 9, 2020, due to the impact of the COVID-19 virus and has activated the State Emergency Operations Center; and

WHEREAS, the State Emergency Management Agency has declared a public health emergency due to the impact of the COVID-19 virus; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 outbreak; and

WHEREAS, the City Manager and staff have been meeting for weeks to begin preparing for the potential impact of the pandemic and has coordinated its response with McLean County and the Town of Normal; and

WHEREAS, the City Council has considered the existence of a public health emergency in acting upon this ordinance and actions required to promote the health, safety and welfare of its citizens; and

WHEREAS, 20 ILCS 3305/10J, of the Emergency Management Agency Act and 65 ILCS 5/8-10-5 of the Illinois Municipal Code and Chapter 12 of the Bloomington City Code provides political subdivisions with certain emergency authority; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS as follows:

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

SECTION 2. Emergency Authority. In accordance with the authority provided to the City by the Emergency Management Agency Act, the City Code and its home-rule authority, the following actions are authorized by the City Council:

- (A) Cancellation of Meetings. The Mayor may cancel meetings of any board or commission to which he appoints members. Any such cancellation shall automatically extend such deadlines for required actions by such board or commission as is specified in the cancellation notice. In lieu of the Mayor



cancelling said meetings, the Chairperson of any board or commission may cancel said meetings and are encouraged to do so absent a priority need.

- (B) Ability to Conduct Electronic Meetings. Any Council Member or board member of any board or commission, in accordance with Governor Pritzker's COVID-19 Executive Order No. 5 may attend any regular or special meeting via electronic means, including audio or video conferences. A physical quorum of the Trustees is not required before the remote participation is allowed.
- (C) Ability to Address Contract, Permitting and Licensure Issues. The City Manager shall have the authority, upon approval of both the Mayor and Mayor Pro Tem, to address any contract, permitting and/or licensing issues, including the suspension of any permits or licenses, as the City Manager may deem to be in the best interest of the City. The suspension of any license or permit may be overturned by a majority of the City Council at a subsequent City Council meeting.
- (D) Emergency Purchases. For any emergency purchases that are necessary, the City Manager shall follow the provisions of Chapter 16 of the Bloomington City Code.
- (E) Personnel Policies & Union Contracts. The City Manager's authority is hereby reaffirmed that he may adjust any personnel policies related to leave time, other benefits or terms and conditions of employment as are reasonably related to providing sufficient staffing during the term of the emergency. In addition, he is authorized to enter into such temporary agreements, including memoranda of understanding with the City's bargaining units in order to promote the provision of City services and the health and safety of the public and employees during the emergency.
- (F) Facility Closures. The authority of the City Manager is hereby reaffirmed to close City facilities as is reasonably required to protect the health of the public and employees of the City.
- (G) Administrative Court. The Corporation Counsel is authorized to extend any timeframe for responses related to City ordinance violations in recognition of the emergency and to suspend the City's Administrative Court and/or continue said cases.
- (H) Moratorium on Interest, Fines and Penalties. No interest, fines and/or penalties shall accrue or be assessed on amounts owed to the City as of March 1, 2020, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within 30 days after the conclusion Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof, or until this provision is amended or repealed by the City Council. The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

- (I) Payment of City Bills. The City Manager may authorize the issuance of payments to City vendors, contractors and utilities if the City Council is unable to meet on a regularly scheduled meeting date. Any such payments must be reported to the City Council in writing at a future public meeting.
- (J) Water Shut Offs. All City utility shut offs for nonpayment shall be suspended while this ordinance is in effect.
- (K) Acceptance of Applications. The City is authorized to accept applications for all City licenses and permits electronically, and may accept all other documentation required related to said applications electronically.
- (L) Written Public Comment. The City Manager shall implement procedures encouraging the electronic submission of written comments for public meetings beyond those set forth in Chapter 2, Section 85(I). These procedures shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof.
- (M) Community Development Approvals. The City Manager and Director of Community Development, or City Planner in the absence of the Director of Community Development, shall have the authority to approve grant applications, the awarding of historic preservation grants, cite plans not involving special uses, certificates of appropriateness, and to postpone any meetings regarding the Planning Commission and Zoning Board of Appeals. Any applications requiring a public hearing may also be postponed by the City Manager.
- (N) Liquor Commissioner Authority to Allow Deliveries. The Liquor Commissioner shall be granted the authority to allow all restaurant liquor license holders (Class RA and Class RB), as well as all taverns (Class TA and Class TB) to provide the delivery, carryout and curbside pickup of alcoholic liquor, so long as the license holder complies with the requirements of Chapter 6, Section 32(C) for curbside pickup and Chapter 6, 32(D) for deliveries, as well as any other requirements that may be imposed by Executive Order of the Mayor. No packaged liquor license component shall be required. This authority of the Liquor Commissioner shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof, or until this authority is repealed by the City Council.
- (O) Intergovernmental Agreements. The City Manager is authorized to execute intergovernmental agreements that address the response and needs associated with this local disaster declaration that he deems to be in the best interests of the City.

**SECTION 3. Other Emergency Powers Disallowed.** The Emergency Powers in Chapter 12, Section 11 are not necessary to address the COVID-19 crisis. Accordingly, no such powers may be exercised by the Mayor, City Manager or their successors.

**SECTION 4. Succession Planning.** In the absence or incapacity of the Mayor, the Mayor Pro Tem shall serve as the Mayor of the City of Bloomington and shall have all authority and power of the Mayor, including the emergency powers set forth in this Ordinance. If the Mayor Pro Tem is incapacity or otherwise serving as Mayor, the City Council shall appoint a new Mayor Pro Tem. In the absence or incapacity of the City Manager, the Deputy City Manager shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance. In the absence or incapacity of both the City Manager and the Deputy City Manager, the Corporation Counsel shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance.

**SECTION 5. Declaration of a Local Disaster.** This Ordinance shall be construed as a declaration of a local disaster as provided for under Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11.

**SECTION 6. Amendment of City Code.** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

**SECTION 7. Severability.** 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 8. Publication.** The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

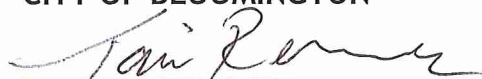
**SECTION 9. Home Rule Authority.** This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

**SECTION 10. Effectiveness & Duration.** This ordinance takes effect immediately upon its passage due to the urgency of implementing appropriate responses to the COVID-19 virus, which is causing or anticipated to cause widespread impacts on the health of members of this community. The recitals are incorporated into this Section. This ordinance shall be effective for 28 days from the date of passage unless repealed or amended sooner by the City Council. The ordinance shall continue for 28-day periods thereafter unless repealed or amended by the City Council.

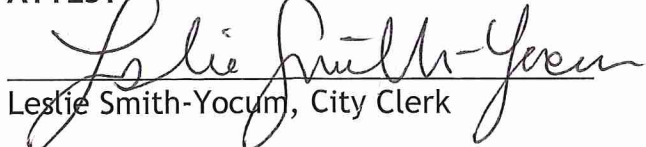
PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON

  
\_\_\_\_\_  
Tom Renner, Mayor

ATTEST

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

**ORDINANCE NO. 2020 - 21**

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,  
ORDINANCE 2020-18, TO ADD CLUB LIQUOR LICENSES TO SECTION 2(N)**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by amending Section 2(N) to read as follows (added; deleted):

(N) Liquor Commissioner Authority to Allow Deliveries. The Liquor Commissioner shall be granted the authority to allow all restaurant liquor license holders (Class RA and Class RB), club liquor license holders (Class CA and Class CB), as well as all taverns (Class TA and Class TB) to provide the delivery, carryout and curbside pickup of alcoholic liquor, so long as the license holder complies with the requirements of Chapter 6, Section 32(C) for curbside pickup and Chapter 6, 32(D) for deliveries, as well as any other requirements that may be imposed by Executive Order of the Mayor. No packaged liquor license component shall be required. This authority of the Liquor Commissioner shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof, or until this authority is repealed by the City Council.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

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

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.


PASSED this 13th day of April 2020.

APPROVED this 15th day of April 2020.

**CITY OF BLOOMINGTON**

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

**ATTEST**

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



**ORDINANCE NO. 2020 - 25**

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO ADD A NEW SECTION 2(P) TO ALLOW THE PRORATION OF THE CITY'S VIDEO GAMING LICENSE FEES**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(P) as follows:

(P) Video Gaming License Fee Proration; Other License Fee Prorations. To account for the mandated closure of video gaming establishments, the City shall prorate the City's video gaming license fee as follows: (1) for the license year May 1, 2019, through April 30, 2020, the City shall reimburse license holders 12% of the license fee paid within 15 days of adoption of this Ordinance; and (2) for the license year May 1, 2020, through April 30, 2021, the City shall issue a refund of the license fee based on the prorated amount of time the establishment was not authorized to operate within said year by the Illinois Gaming Board due to the COVID-19 pandemic or may otherwise offset said amount when the license fee is paid. Any such refund shall be paid by the City within 15 days after video gaming establishments are lawfully authorized to resume operations by the Illinois Gaming Board. The City Manager is similarly authorized, by Executive Order, with the written concurrence of both the Mayor and Mayor Pro Tem, to prorate other annual City license fees for license holders that are not permitted to operate by state or federal mandate due to the COVID-19 pandemic.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.


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

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.


PASSED this 27th day of April 2020.

APPROVED this 28th day of April 2020.

**CITY OF BLOOMINGTON**

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

**ATTEST**

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



**ORDINANCE NO. 2020 - 30**

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,  
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(Q) REGARDING LIQUOR LICENSE FEES  
AND A NEW SECTION 2(R) REGARDING COVID-19 GRANTS**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(Q) as follows:

(Q) Liquor License Fee Proration. Establishments with a City liquor license that are not operating due to the pandemic, may apply to have their license fees prorated for the license year based on the amount of time the business was closed due to Executive Order of the Governor of the State of Illinois. To qualify for a proration in the license fee, the establishment must have been closed and may not have been providing curbside pickup and/or delivery. This shall be a one-time proration and only for establishments that were closed continually for at least 30 days. Establishments must apply for the proration refund to the City Clerk and shall be required to provide proof of closure by affidavit and/or other documentation as deemed appropriate by the City Clerk. Applications must be received by the City Clerk at least 30 days after establishments are allowed to have customers/patrons “dine-in” regardless of capacity restrictions.

SECTION 2. That Ordinance 2020-18 is hereby amended by adding a new Section 2(R) as follows:

(R) COVID-19 GRANT AGREEMENTS. The City Manager, or designee, is authorized to enter into grant agreements on behalf of the City related to the COVID-19 pandemic and to submit grant applications related to same.

SECTION 3. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.


SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This ordinance shall be effective immediately after its execution and publication as required by law.


PASSED this 11th day of May 2020.

APPROVED this 12th day of May 2020.

**CITY OF BLOOMINGTON**

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

**ATTEST**

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



**ORDINANCE NO. 2020 - 38**

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,  
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(S) REGARDING  
TEMPORARY OUTDOOR BUSINESS OPERATIONS AND STREET CLOSURES**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(S) as follows:

(S) Temporary Outdoor Business Operations & Street Closures. The City Manager shall have the authority, through Executive Order, to temporarily close streets, or portions thereof, for outside use by businesses when said closure can be performed in a safe manner. The City Manager is also authorized to allow for the outdoor temporary expansion of premises for businesses, including but not limited to on closed public streets and/or other right-of-way areas of the City, including parking lots, parking spaces and alleys. The City Manager shall provide for the closure of any streets and the process for expansion of premises by Executive Order. No fee shall be required for any expansion, but appropriate insurance, waivers, barriers, plans, and other safety measures may be required. The City Manager may likewise waive any other requirements related to the expansion of a business premises for off-premises use and/or the placement of tents for outdoor use and may implement other Executive Orders to allow for and expedite the allowance of outdoor business operations.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.


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

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.


PASSED this 26<sup>th</sup> day of May 2020.

APPROVED this 27<sup>th</sup> day of May 2020.

**CITY OF BLOOMINGTON**

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

**ATTEST**

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





**ORDINANCE NO. 2020 - 45**

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO MODIFY SECTION 2(H) REGARDING THE MORATORIUM ON INTEREST, FINES AND PENALTIES**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by modifying Section 2(H) as follows:

- (S) Moratorium on Interest, Fines and Penalties. No interest, fines and/or penalties shall accrue or be assessed on amounts owed to the City as of March 1, 2020 and thereafter until our region begins Phase 4 of the Restore Illinois Plan, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within ninety (90) days after our region hits Phase 4 of the Restore Illinois Plan, expected to be June 26, 2020, 30 days after the conclusion of Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof, or until this provision is amended or repealed by the City Council. The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

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

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

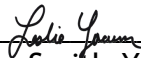
PASSED this 24th day of June 2020.

APPROVED this 25th day of June 2020.

**CITY OF BLOOMINGTON**

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

**ATTEST**

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



**ORDINANCE NO. 2020 - 61**

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,  
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(T) SUSPENDING  
DOWNTOWN SHUTTLES**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. The City Council finds that: (1) as McLean County is currently on the warning level for the new cases per 100,000, additional emergency measures are necessary to restrict the spread of COVID-19; and (2) the operation of the downtown shuttles, used to carry patrons to and from bars in vehicles where social distancing is not possible, creates a public health and safety risk during this time of rising cases; and (3) that the suspension of downtown shuttles is necessary for the public health and safety of the community.

SECTION 2. That Ordinance 2020-18 is hereby amended by adding a new Section 2(T) as follows:

(T) Suspension of Downtown Shuttles. All licenses and certificates of public convenience for downtown shuttles issued under Chapter 40, Article X of the City Code are hereby suspended and no downtown shuttle shall operate until the repeal and/or termination of this Ordinance or provision. No additional and/or new licenses or certificates shall be issued until the repeal or termination of this Ordinance or provision.

SECTION 3. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.


SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This ordinance shall be effective immediately after its execution and publication as required by law.

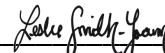
PASSED this 14th day of September 2020.

APPROVED this 16th day of September 2020.

**CITY OF BLOOMINGTON**

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

**ATTEST**

  
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Leslie Smith-Yocum, City Clerk

