CITY COUNCIL MEETING AGENDA - REVISED

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, NOVEMBER 9, 2015 7:00 P.M.

1. Call to order

2. Pledge of Allegiance to the Flag

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

5. Public Comment

6. Recognition/Appointments

A. Recognition of Tina Sipula for Outstanding Community Service

B. Oath of Office, Benjamin Brown, Firefighter

C. Appointment of Holly Ambuehl to the John M. Scott Health Care Commission

D. Central Illinois Regional Broadband Network (CIRBN), Update, Trustee Robert Fazzini and Executive Director Mark DeKeersgieter *(Presentation 10 minutes)*

7. "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 is Item #8.

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

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

A. Consideration of approving the Council Meeting Minutes of October 26, 2015. *(Recommend that the reading of the minutes of the previous Council Minutes of October 26, 2015, be dispensed with and the minutes approved as printed).*

B. Consideration of approving Bills, Payroll and Electronic Transfers. *(Recommend that the bills payroll, and electronic transfers be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)*

C. Consideration of approving an Appointment to the John M. Scott Health Care Commission (JMSHCC). *(Recommend that Holly Ambuehl be appointed to the John M. Scott Health Care Commission (JMSHCC)).*

D. Consideration of a Resolution Waiving the Formal Bidding Process and Authorizing Repairs to the Police Department Administration Office Windows at a price not to exceed $30,000.00. *(Recommend that the Resolution Waiving the Formal Bidding Process for repairs to the Police Department Administration Office Windows be approved and the City Manager and City Clerk be authorized to execute the necessary documents.)*

E. Consideration and approval to authorize a Purchase Order with Lewis, Yockey & Brown, Inc. for design of water main replacement on Emerson Street from Foley Avenue to the east approximately 1000 feet. *(Recommend that a Purchase Order be executed in the amount of $31,819.50 to Lewis, Yockey & Brown, Inc. for the design of a water main replacement on Emerson Street, and authorize the City Manager and City Clerk to execute the necessary documents.)*

F. Consideration and approval of a resolution authorizing a change order to George Gildner Inc. for the water main replacement on Parkview Phase 3 Purchase Order No. 20140389 in the amount of $41,760.98. *(Recommend that a resolution authorizing a change order in the amount of $41,760.98 to George Gildner Inc. for the relocation of the Parkview Phase 3 water main replacement project, and the City Manager and City Clerk be authorized to execute the necessary documents.)*

G. Consideration of approving waiving the Formal Bid Process, as a Limited Source, and approve a Contract for an Urgent Upgrade of the Supervisory Control and Data Acquisition (SCADA) System Controls. *(Recommend that Council approve waiving the formal bid Process, as a Limited Source, for an upgrade of the SCADA system controlling the Division Pump Station, Enterprise Pump Station, Lake Evergreen Pump Station, and the new Water Treatment Plant filters. Services to be performed by Starnet Technologies, Inc., at the quoted price of $139,357.80 and the City Manager and City Clerk be authorized to execute the necessary documents.)*

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H. Consideration of approving a renewal agreement with CDWG, Inc. for Microsoft Software Enterprise providing maintenance and support for the City's Microsoft license. *(Recommend that the renewal agreement be approved and the payment to CDWG, Inc. for the 2015 Microsoft Enterprise Agreement (EA) software maintenance and support covering the City's Microsoft licensing, in the amount of $147,576.83, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*

I. Consideration of an Ordinance to vacate City Right of Way northwest of the Intersection of Fox Creek Road and Veterans Parkway as described in attachments. *(Recommend that the ordinance be approved and the Right of Way vacated.)*

J. Consideration of an Ordinance conveying property described in Exhibit A to the Mid-Central Illinois Regional Council of Carpenters, by Quit Claim Deed, from the City of Bloomington to the Mid-Central Illinois Regional Council of Carpenters / Carpenter's Local 63. (R*ecommend that the Ordinance be approved and a Quit Claim Deed be executed by the Mayor conveying the property.)*

~~J.~~ K. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on January 30, 2016. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on January 30, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

~~K.~~ L. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on November 21, 2015. That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on November 21, 2015 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

~~L.~~ M. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on January 16, 2016. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on January 16, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

~~M.~~ N. Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 2, Block 2 of Camp Iroquois, from Herbert and Janet Wiser to Janet Wiser. *(Recommend that the Lake*

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Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)

8. "Regular Agenda"

A. Presentation of the FY2015 Comprehensive Financial Annual Report as Audited. *(Recommend that Council accept the Comprehensive Annual Financial Report as presented.) (*Chad Lucus, Sikich, LLP *Presentation 10 minutes, Council Discussion 15 minutes)*

B. Consideration of adopting an Ordinance to establish an Enterprise Zone and enter into an Intergovernmental Agreement between the City of Bloomington, the Town of Normal, Gibson City, McLean County, and Ford County to file an application with the State of Illinois Department of Commerce and Economic Opportunity (DCEO) for official designation of the proposed Enterprise Zone by DCEO. *(Recommend that Council approve the Ordinance establishing an Enterprise Zone, the Intergovernmental Agreement be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Austin Grammer, Economic Development Coordinator, Presentation 5 minutes, Council discussion 10 minutes)*

C. Consideration of approving a an Ordinance amending the FY2016 Budget in the amount of $50,000 to increase expenditures in Administration – Community Relations for the City's portion of the Museum of History Capital Campaign Contribution. *(Recommend that the Ordinance Amending the Budget in the amount of $50,000 to add funds to account (10011110-79110) in the Administration Department- Community Relations be passed and the Mayor and City Clerk be authorized to execute the necessary documents. (Greg Koos, Executive Director, McLean County Museum, Presentation 5 minutes, Council discussion 10 minutes)*

D. Consideration of approving a Resolution adopting the Five Bugles Feasibility and Programming Study for Bloomington Fire Stations. *(Recommend that the Resolution approving the Five Bugles Feasibility and Programming Study for Bloomington Fire Stations be adopted, authorizing the Mayor and Clerk to sign the Resolution.) (Chief Brian Mohr, Presentation 10 minutes, Council discussion 15 minutes)*

E. Consideration of adopting the Proposed 2015 Estimated Tax Levy. *(Recommend that the Council makes a motion to adopt the estimated 2015 property tax levy in the amount of $*24,063,066*.) (David Hales, City Manager, Presentation 5 minutes, Council discussion 10 minutes)*

9. City Manager's Discussion

10. Mayor's Discussion

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11. City Aldermen's Discussion

12. Executive Session – *Cite Section*

13. Adjournment

14. Notes

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RECOGNITIONS/APPOINTMENTS

Item No. 6

A. Recognition of Tina Sipula for Outstanding Community Service

B. Oath of Office, Benjamin Brown, Firefighter

C. Appointment of Holly Ambuehl to the John M. Scott Health Care Commission

D. Central Illinois Regional Broadband Network (CIRBN), Update, Trustee Robert Fazzini and Executive Director Mark DeKeersgieter

BENJAMIN BROWN

Biography

A 2006 graduate of LaSalle-Peru Township High School. I obtained an Associate's Degree in Fire Science Technology from Joliet Junior College in 2009. I received my paramedic certification from Kishwaukee College in September of 2012. I joined the fire service in 2003 as a cadet member of Utica Fire District. I married my wife Jessica this past June.

November 9th

CIRBN, LLC Update

CIRBN
connecting communities

Central Illinois Regional Broadband Network

Agenda

- History of CIRBN
- CIRBN today
- Continuing the mission
- Layer 3 implementation
- Giganomics
- Q & A

History of CIRBN

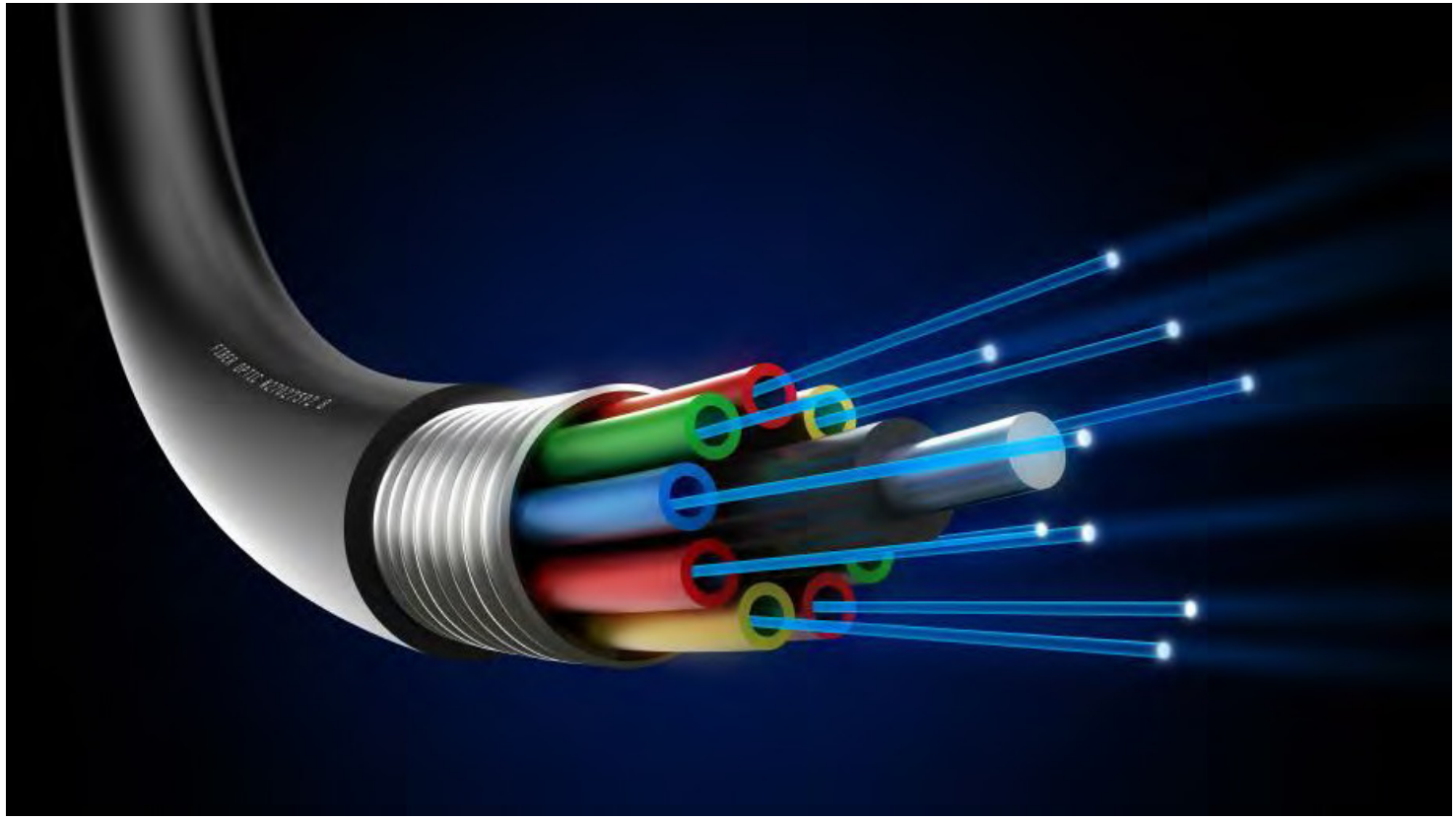
- American Recovery and Reinvestment Act (ARRA) of 2009
  - Broadband Technology Opportunities Program (BTOP) grants awarded 2010
- Illinois Department of Central Management Services (CMS)
  - Project: Illinois Broadband Opportunity Partnership – East Central Region
  - Federal Award: $61,895,282
  - Partnership between State of Illinois (ICN) and Illinois State University (ISU)

History of CIRBN

- ISU – Central Illinois Regional Broadband Network (CIRBN)
  - $17,600,000
  - Federal $15,361,364.03 – awarded 08/01/10
  - Matching $2,273,587
    - Cash & in-kind
      - Cash – Community Anchor Institutions
      - In-kind – Facilities
  - Grant closed 12/31/13

History of CIRBN

CIRBN
connecting communities



Central Illinois Regional Broadband Network

History of CIRBN

CIRBN
connecting communities

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connecting communities

History of CIRBN

Central Illinois Regional Broadband Network

History of CIRBN

- Wireless Network
  - 7 high-speed links to connect communities or selected sites into the CIRBN backbone

Colfax – Arrowsmith	Heyworth
Danvers	Hudson
Fairbury	Stanford

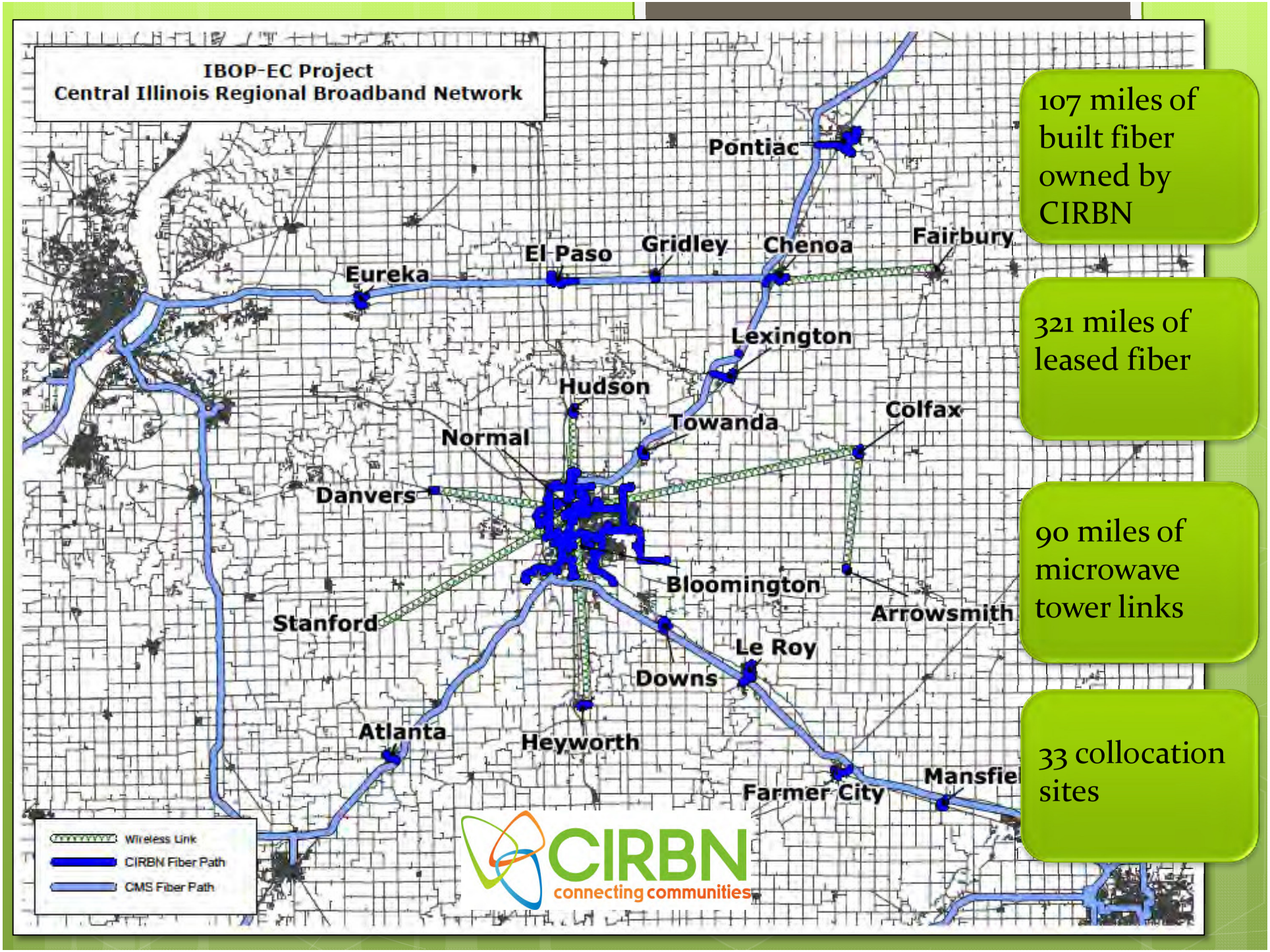
  - FCC licensed frequencies

CIRBN
connecting communities

History of CIRBN

- Microwave towers

Central Illinois Regional Broadband Network



107 miles of built fiber owned by CIRBN

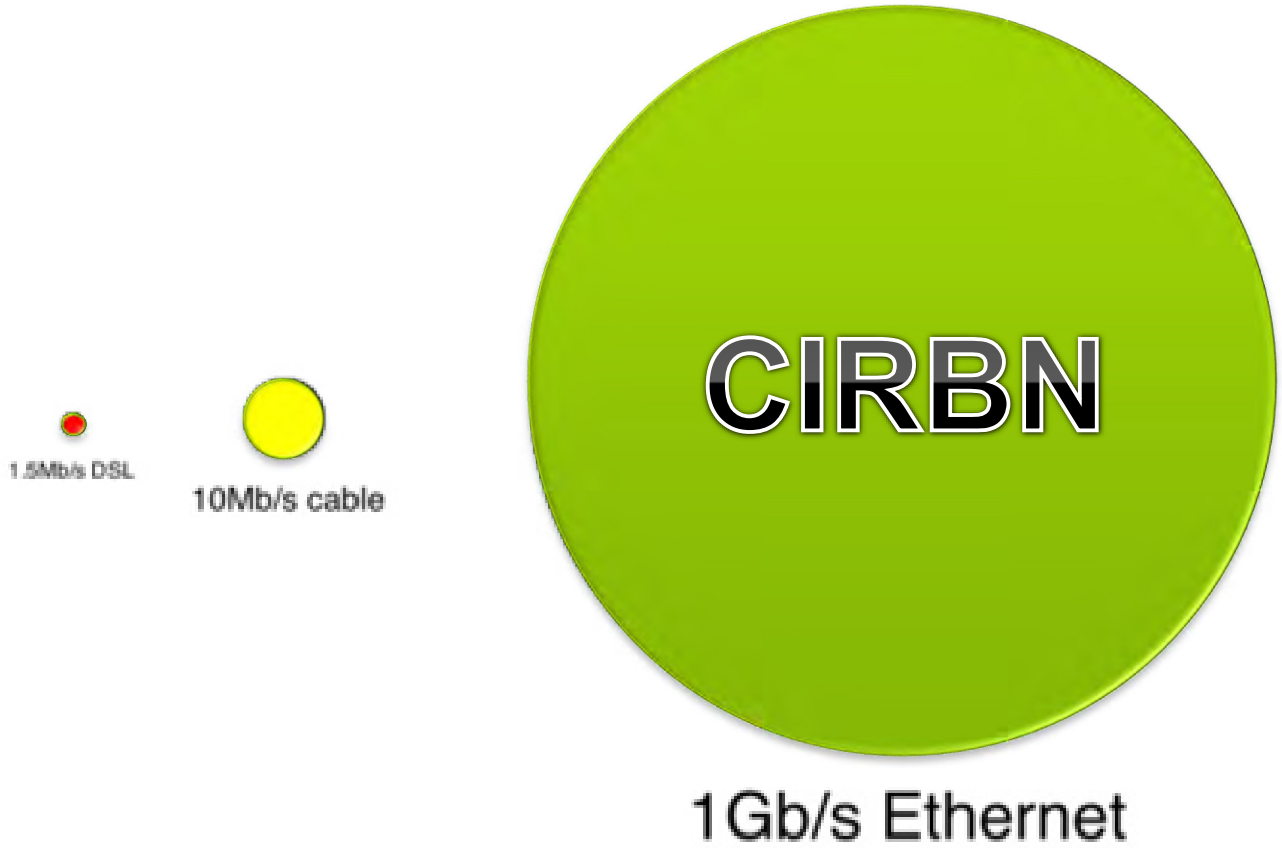
321 miles of leased fiber

90 miles of microwave tower links

33 collocation sites

History of CIRBN

CIRBN
connecting communities



Central Illinois Regional Broadband Network

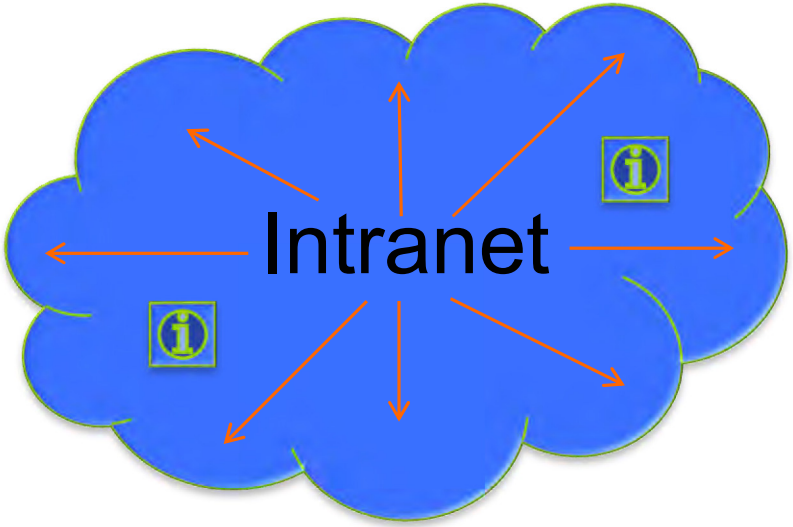
History of CIRBN

CIRBN
connecting communities

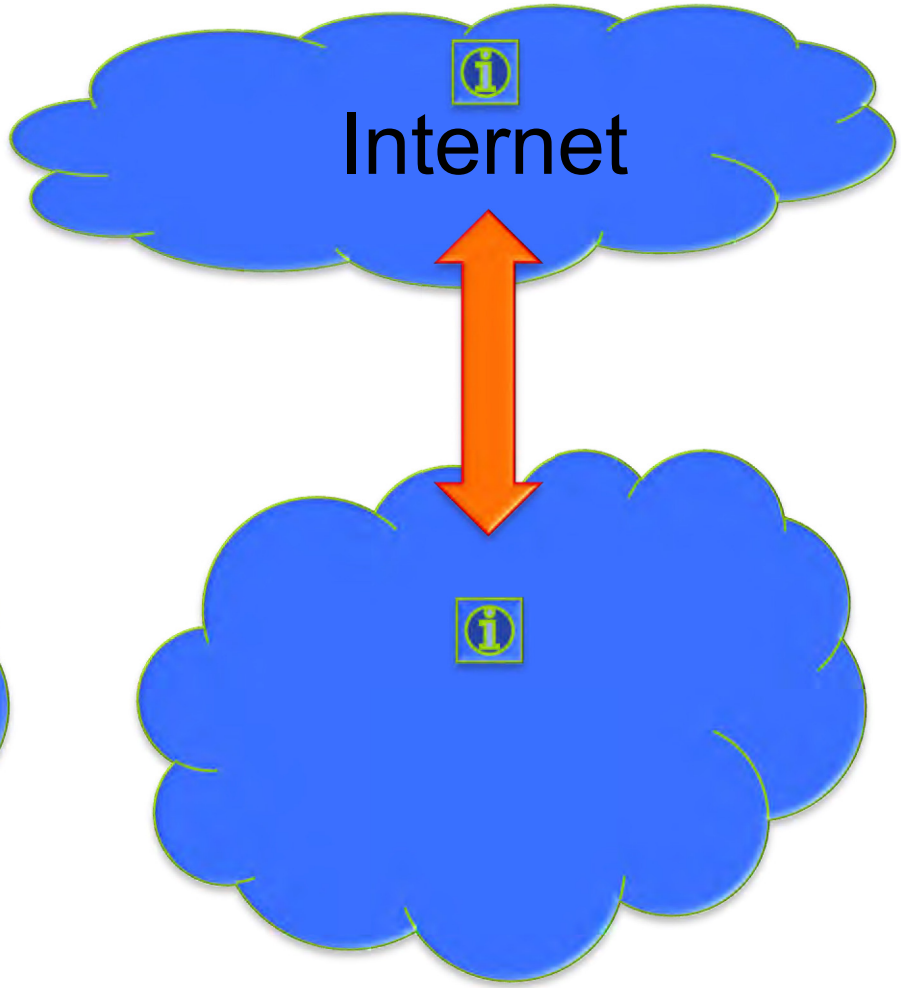
- CIRBN symmetric bandwidth
- 50Mb/s down * 50Mb/s up

- vs. Traditional Services
- 4Mb/s down * 1Mb/s up

History of CIRBN



CIRBN



CIRBN

Central Illinois Regional Broadband Network

CIRBN Today

CIRBN connecting communities

LLC FILE DETAIL REPORT

Entity Name	CIRBN, LLC
Status	ACTIVE
Entity Type	LLC
File Date	08/22/2012

- CIRBN LLC (Limited Liability Company)
  - Governed by Board of Managers
  - Created as a legal entity in August 2012
  - Operational responsibility and recipient of assets created by grant on 1/31/14
  - 501c3 status granted 08/12/14 by Internal Revenue Service (IRS)

CIRBN Today

- CIRBN LLC Governance
  - Member Entities & Appointed Managers

Robert Fazzini	Doug Minter	Greg Alt	Mark Peterson

  - Monthly Board Meetings
  - Annual Planning Session

Continuing the Mission

- CIRBN LLC Member expansion to include
  - Rural representation
    - City of Pontiac
  - K-12 representation

Continuing the Mission

CIRBN
connecting communities

- Connecting Communities
  - Expansion North from Gridley

WENONA
CITY OF
Wenona

Village of Flanagan Illinois

Welcome To: MINONK a "Good Place" to Live

The City of Toluca

  - Enables network-to-network interface connections

MTCO

ifiber
Illinois Fiber Resources Group

Continuing the Mission

CIRBN connecting communities

PONTIAC ILLINOIS

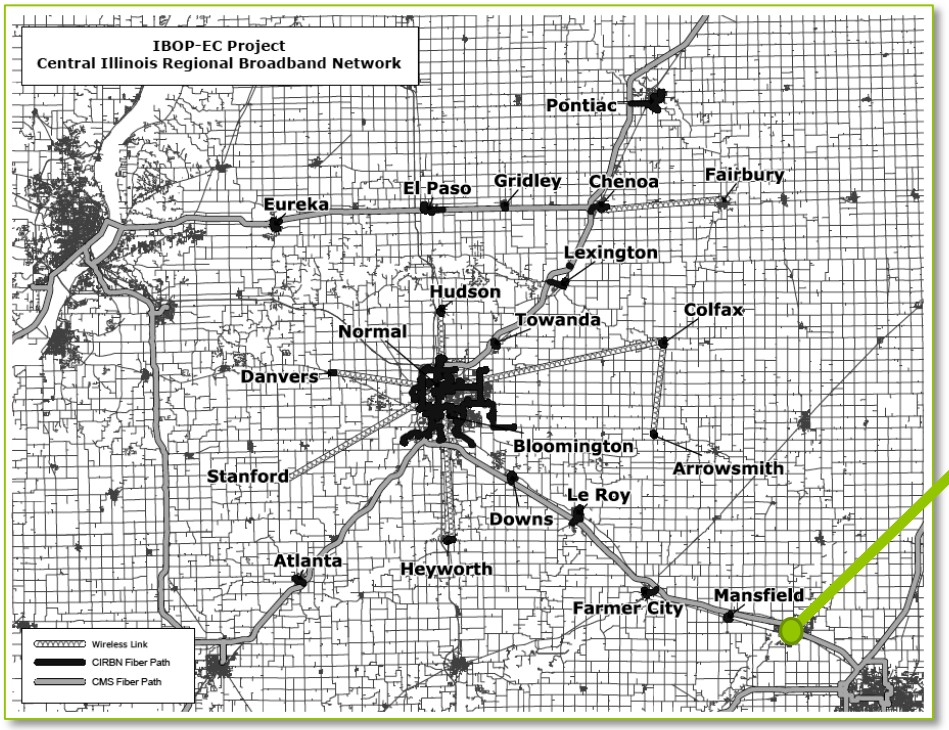
- Connecting Communities
  - Expansion within the City of Pontiac

Continuing the Mission

CIRBN
connecting communities

- Connecting Communities
  - Management Agreement

Mahomet Seymour Community Schools



VILLAGE of MAHOMET
Since 1832

Continuing the Mission

CIRBN connecting communities

- Connecting Communities
  - Municipalities
  - Public Entities
  - Emergency Responders
  - Public / Private Schools
  - Higher Education
  - Churches
  - Healthcare
  - For Profit
  - Non Profit
  - Internet Service Providers

VILLAGE of MAHOMET Since 1832

AMERICAN BUILDINGS COMPANY A NUCOR COMPANY

Mahomet Public Library

Flanagan-Cornell Unit 74

UNIVERSITY OF ILLINOIS EXTENSION

eastview christian church

CHAMPION FITNESS PHYSICAL THERAPY

FUTURES UNLIMITED INC. A BRIDGE TO INDEPENDENCE

Heartland Bank and Trust Company

Made Right Most Reliable MR Systems Wireless It's in the Air

Layer 3 Implementation

- Layer 3 Implementation
  - Enables infinite growth
  - $350,000+ investment

Giganomics

- CIRBN is
  - Fiber optic and wireless network
  - High speeds at affordable prices
  - An economic tool for our communities

- Giganomics – the process of using Gigabit networks for economic development

Giganomics

CIRBN
connecting communities

EPG, U High girls fall in postseason basketball play / Sports

THE PANTAGRAPH

TUESDAY, FEBRUARY 25, 2014 | BLOOMINGTON-NORMAL | WWW.PANTAGRAPH.COM

STL

HIGH-TECH HUB

LORI ANN COOK-NEISLER, The Pantagraph

Tim Norman, right, owner of STL Technology Solutions in Bloomington, and Tim Pfeiffer, senior vice president, are looking forward to RR Donnelley locating their tech hub at STL in Bloomington. It initially would hire 50 full-time software developers.

Donnelley eyes B-N

Facility could bring payroll of $2.5 million

Mary Ann Ford
mford@pantagraph.com

BLOOMINGTON – RR Donnelley, a Fortune 500 company, is in final negotiations to bring a tech hub to the Twin Cities that initially will hire 50 full-time software developers.

Seven people started work Monday and three more are expected to start next week, said Tim Norman, owner of STL Technology Solutions, where the pilot program will be located.

Also involved in the negotiations with RR Donnelley and STL are Bloomington-Normal Economic Development Council, the city of Bloomington and the town of Normal.

Donnelley officials said a successful pilot program could mean substantial expansion.

"It's clear if it's successful in their eyes there's a good change they would establish a larger, longer-term operation," said Normal City Manager Mark Peterson. "There's been a reference of upwards of 200 employees."

LORI ANN COOK-NEISLER, The Pantagraph

STL Technology Solutions Senior Vice President Tim Pfeiffer talks with Chrissy Haushalter, senior account manager, about RR Donnelley locating their tech hub at STL in Bloomington.

READ MORE
▸ STL instrumental is attracting RR Donnelley
Page A2

The average annual wages are about $50,000, according to Ken Springer, EDC vice president.

The final step in the process is approval of a $75,000 grant for start-up costs from both Twin City governments, Springer said. The Normal City Council will consider it March 3. Bloomington City Council is expected to consider it March 10.

Springer said this is the first such "start-up" grant ever offered in the county.

"Other deals have been tied to real estate investments," he

SEE DONNELLEY / PAGE A2

CIRBN
connecting communities

- Fortune 250 company
- Proof of concept: 50 jobs @ $50,000+
- "Norman said the space includes furniture and cubicles, and the building has access to the Central Illinois Regional Broadband Network"

CIRBN
connecting communities

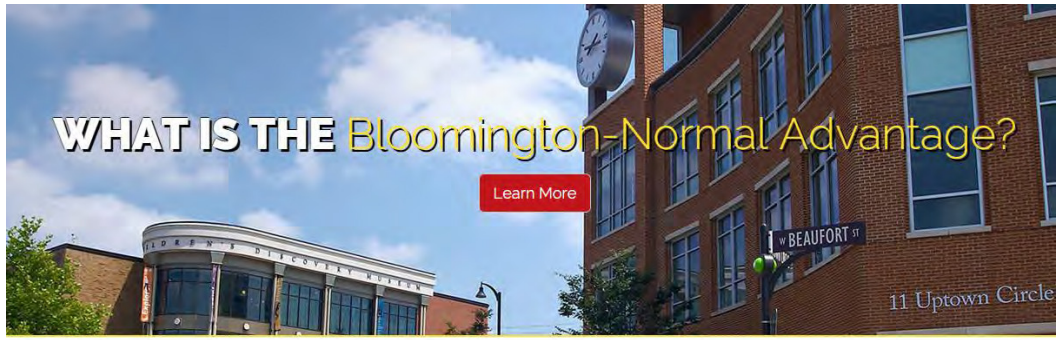
BLOOMINGTON-NORMAL ANGEL INVESTOR NETWORK, INC.

SLINGSHOT COWORK

- Michael Somers, Chief Executive at Bloomington Normal Angel Investor Network, Inc.
  - "We're offering space to launch start-ups that are technology based, developing computer programs and applications. Having quality high speed fiber optic access to the internet via CIRBN is mission critical for the entrepreneurs we are serving."

Giganomics

CIRBN
connecting communities



Welcome to BN

BN Advantage, a collaborative regional economic development strategy, unites the vision of business, government and community to diversify and strengthen the Bloomington-Normal Metro Region's economy. Led by five heavily-vested organizations committed to diversifying the Bloomington-Normal Metro Region, BN Advantage is the framework to help elevate and advance the community's economic competitiveness and growth.

Bloomington-Normal is ranked one of the 50 Best College Towns in America

—Best College Reviews, 2014

Economic Development News
Tweets from a list by McLean Co Chamber

B-N EDC @BNEDC 30 Sep
Normal is #3 of the 50 Best Small College Towns in America!! Find out why at bit.ly/1M1s7nf #BNAdvantage
Expand

McLean Co Chamber @mcleancochamber 29 Sep
Spend your morning learning about McLean County nonprofit volunteer opportunities at our Nonprofit Showcase & BBH! pic.twitter.com/wOiy75kgiG

Connect With Us

"Today, companies can be based somewhere and have a manufacturing facility somewhere else. Our printing roots in Bloomington-Normal go back as far as 1950. With both our factory and employees based here in Bloomington-Normal our community sees all the benefits of our nationwide printing business."

—Tom Mercier, BOPI

Central Illinois Regional Broadband Network

Giganomics

CIRBN
connecting communities

[redacted]

BN Advantage

[redacted]

Central Illinois Regional Broadband Network

Questions?

- Presenter
  - Mark DeKeersgieter
    - Executive Director
  - markd@cirbn.org or (309) 820-7321
- General Contact
  - info@cirbn.org
  - (309) 820-7321

CONSENT AGENDA ITEM: 7A

FOR COUNCIL: November 9, 2015

SUBJECT: Consideration of approving the Council Minutes of the October 26, 2015 Regular City Council Meeting, October 26, 2015 Work Session Meeting Minutes, October 12, 2015 Work Session Meeting Minutes and the August 12, 2013 Work Session Meeting Minutes.

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of October 26, 2015 Regular City Council Meeting, October 26, 2015 Work Session Meeting Minutes, October 12, 2015 Work Session Meeting Minutes and the August 12, 2013 Work Session Meeting Minutes, be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Minutes of October 26, 2015 Regular City Council Meeting, October 26, 2015 Work Session Meeting Minutes, October 12, 2015 Work Session Meeting Minutes and the August 12, 2013 Work Session Meeting Minutes, a have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, C.M.C., City Clerk

Recommended by:

David A. Hales, City Manager

Attachments:

- October 26, 2015 Regular City Council Meeting
- October 26, 2015 Work Session Meeting Minutes
- October 12, 2015 Work Session Meeting Minutes
- August 12, 2013 Work Session Meeting Minutes

Motion: That the reading of the minutes of the previous Council Minutes of the October 26, 2015 Regular City Council Meeting, October 26, 2015 Work Session Meeting Minutes, October 12, 2015 Work Session Meeting Minutes and the August 12, 2013 Work Session Meeting Minutes, be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

REGULAR CITY COUNCIL MEETING SESSION
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, OCTOBER 26, 2015; 7:00 P.M.

1. Call to order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, October 26, 2015. The meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

The meeting was opened by Pledging Allegiance to the flag followed by a moment of silent prayer.

3. Remain Standing for a Moment of Silent Prayer

Mayor Renner requested those present to remain standing for a moment of silent prayer.

4. Roll Call

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

Aldermen: Kevin Lower, David Sage, Diana Hauman, Amelia Buragas, Scott Black, Joni Painter, Mboka Mwilambwe, Jim Fruin and Karen Schmidt.

David Hales, City Manager; Cherry Lawson, City Clerk; and Jeffery Jurgens, Corporate Counsel; Steve Rasmussen, Asst. City Manager; and other city staff were also present.

5. Public Comment

Mayor Renner opened the meeting to receive Public Comment. He added that there would not be a response from the City under the Public Comment portion of the meeting.

Mayor Renner noted that four (4) Public Comment Cards were received.

The following individuals provided comments during Public Comment:

Lee Eutsey
Patricia Marton
Alton Franklin
Donna Boelen

6. Recognition/Appointments

Item 6A. Proclamation declaring October 26, 2015 as, "Tina Sipula Day"

Item 6B. Citizen's Beautification Committee Award, Mike and Judy Evans

Item 6C. Citizen's Beautification Committee Award, Bill and Lori Hahm

Item 6D. Citizen's Beautification Committee Award, Stan Cain and Ann Higgens

Item 6E. Citizen's Beautification Committee Award, Robert Flegel

Item 6F. Citizen's Beautification Committee Award, Keith Thompson

Item 6G. Citizen's Beautification Committee Award, State Farm Corporate South, David Rasmussen and Josiah Townsend

Item 6H. Citizen's Beautification Committee Award, Culvers Restaurant, Brett and Sarah Friestedt

Item 6I. Citizen's Beautification Committee Award, Potbelly's Restaurant, John Bouman

Item 6J. Citizen's Beautification Committee Award, Starbucks, Mindy Hostetler

The following was presented:

7. "Consent Agenda"

Mayor Renner called on the Council to see whether any items needed to be pulled from the Consent Agenda for further discussion. Alderman Mwilambwe suggested Item: 7G.

Motion by Alderman Schmidt, seconded by Alderman Black to approve the items on the Consent Agenda including pulling Item 7G from the Consent Agenda.

Ayes: Kevin Lower, David Sage, Diana Hauman, Amelia Buragas, Scott Black, Joni Painter, Mboka Mwilambwe, Jim Fruin and Karen Schmidt.

Nays: None.

Motion carried.

The following items were presented:

Item 7A: Consideration of approving the Council Meeting Minutes of October 12, 2015. *(Recommend that the reading of the minutes of the previous Council Minutes of October 12, 2015, be dispensed with and the minutes approved as printed).*

Item 7B. Consideration of approving Bills, Payroll and Electronic Transfers. *(Recommend that the bills payroll, and electronic transfers be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following items were presented:

Item 7C. Consideration of approving an extension of Fuel Contract with Evergreen FS for Fleet Vehicles and Equipment. *(Recommend that the Fuel Purchasing Agreement with Evergreen FS be extended for one (1) year and authorize the City Manager and City Clerk to execute the necessary documents, and the Purchasing Agent authorized to issue a Purchase Order for same.)*

The following items were presented:

Item 7D. Consideration of approving a grant bid waiver that identifies Helena Chemicals as a single source distributor, and entering into an Early Order Program for the procurement of Syngenta, BASF, Bayer, Nufarm (the manufacturers) golf course chemicals and fertilizer products utilized in the management of turf-grass maintenance. *(Recommend that Approve the Parks, Recreation and Cultural Arts Department to participate in the Syngenta, BASF, Bayer and Nufarm chemicals "early order discount program" for golf turf-grass management for the 2016 golf season, and grant a bid waiver which identifies Helena Chemical as the local distributor for these products and, further authorize the Mayor and City Clerk to execute the necessary documents.)*

The following items were presented:

Item 7E. Consideration of Waiving the Formal Bidding Process of a limited source and authorize procurement of a Contract with Decatur Industrial Electric of Decatur, Illinois for the repair of pumps and motors at the Water Treatment Plant and other pump stations. *(Recommend the Council waive the formal bidding process and authorize entering into a Contract with Decatur Industrial Electric of Decatur, Illinois for services to repair pumps and motors at the Water Treatment Plant and other pump stations for a one (1) year period, with the option for three (3) additional one (1) year renewals, and authorize the City Manager and City Clerk to execute the necessary documents)*

The following items were presented:

Item 7F. Consideration of waiving the formal bidding process, and approve a two year Contract with Mississippi Lime, Inc. for supply and delivery of granulated quicklime for water treatment purposes. *(Recommend that Council approve waiving the formal bidding process for lime, a water treatment chemical, a two year contract for the purchase of Lime with Mississippi Lime, Inc. at the quoted price of $183.40 plus fuel surcharge per ton for the first year and $188.95 plus fuel surcharge per ton in the second year, and the City Manager and City Clerk be authorized to execute the necessary documents.)*

The following items were presented:

The following items were presented:

Item 7H. Consideration of approving a Resolution authorizing a change order in the amount of $7,978.97 in the contract between the City of Bloomington and Stark Excavating, Inc., FY 2015 Emergency Utility Repair Contract, for the purpose of funding Emergency Utility Repairs (Original Bid #2015-05*).* *(Recommend that the Resolution authorizing a change order in the amount of $7,978.97 in the contract between the City of Bloomington and Stark Excavating, Inc., FY 2015 Emergency Utility Repair Contract, for the purpose of funding Emergency Utility Repairs be approved and authorize the Mayor and City Clerk to sign the necessary documents.)*

The following items were presented:

Item 7I. Consideration of approving an Ordinance amending the budget for FY2016 in the amount of $16,000 for the purpose of sidewalk construction on Jumer Drive, and a related change order Resolution with J.G. Stewart (Bloomington Sidewalk Replacement and Handicap Ramp Program FY 2016, Bid #2015-63). *(Recommend that the Ordnance amending the budget for FY2016 be approved in the amount of $16,000, the change ordeir with J.G. Stewart Contractors Inc. (Sidewalk Replacement and Handicap Ramp Program FY 2016, Bid #2015- 63), that the corresponding Resolution for a change order be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following items were presented:

Item 7J. Consideration of approving an amendment to Ordinance 1965-51 extending the electric franchise agreement with Corn Belt Electric Cooperative, Inc. to allow time for the City and Corn Belt to negotiate a new franchise agreement. *(Recommend that the Ordinance amending Ordinance 1965-51 extending the electric franchise agreement with Corn Belt Electric Cooperative, Inc. to allow time for the City and Corn Belt to negotiate a new franchise agreement.)*

The following items were presented:

Item 7K. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a wedding reception at Miller Park Pavilion on March 19, 2016. (*Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a wedding reception at Miller Park Pavilion on March 19, 2016.)*

The following items were presented:

Item 7L. Consideration of approving an Ordinance Amending Chapter 40 of the City of Bloomington Code Regulating Taxicabs and Vehicles for Hire (Downtown Shuttles). *(Recommend that the Ordinance Amending Chapter 40 of the Bloomington City Code regulating taxicabs and vehicles for hire be adopted.)*

Item 7G. Consideration of approving a contract with Illinois State University to install two automated stream monitoring/sampling stations, and support a recurring monitoring program for Sixmile Creek, Money Creek and the T3 Demonstration Site at Comlara Park through the Water Department for a total of $85,856.00. *(Recommend that the Council approves the contract with Illinois State University to install two automated stream monitoring/sampling stations, and support a monitoring program for Simile Creek, Money Creek and the T3 Demonstration Site at Comlara Park through the Water Department for a total of $85,856.00, and the City Manager and City Clerk be authorized to execute an agreement with ISU in the form attached hereto, or in a form otherwise approved by the City Manager, and all other necessary documents.)* **PULLED FROM THE CONSENT AGENDA**

Motion by Alderman Sage, seconded by Alderwoman Lower.

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

Ayes: Aldermen Sage, Hauman, Fruin, Black, Buragas, Painter, Mwilambwe, and Schmidt, Alderman Lower

Nays:

Recuse: Alderman Mwilambwe

Motion: Carried.

The following items were presented:

8. "Regular Agenda"

8A. Consideration of adopting a Resolution endorsing BN Advantage: A collaborative economic development strategy for the Bloomington-Normal-McLean County Region.

Carl Olson from Central Illinois Regional Airport has been working with McLean County Economic Development and Bloomington Normal Visitor's Bureau to put together a collaborative initiative that engages both public and private sector. Mr. Olson asked the Council for support of the initiative.

Mr. Olson stated that the five (5) business sectors that were researched and identified, including agribusiness, information/communication technology, transportation logistics, warehousing, entrepreneurship, and backroom business and finance insurance services. He noted that with these sectors, Bloomington has a competitive advantage. He suggested that the time is now to invest.

Mayor Renner stated that he supported this item, and that there were still a few things to work out, including the details of the East Side Highway, which he had never been in favor of. He noted that these are ideas that came out as priorities from our Regional Planning area. Mr.

Olson agreed. These ideas are not ours, but ones that came about out of many interviews, focus groups, and research in the community. This is what the community advocated for.

Motion by Alderman Black, seconded by Alderman Schmidt to discuss.

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

Ayes: Aldermen Sage, Hauman, Fruin, Black, Buragas, Painter, Mwilambwe, and Schmidt

Nays: Alderman Lower

Motion: Carried.

The following items were presented:

8B. Local Preference Policy
(Recommend that the resolution be approved adopting a Local Preference Policy for the City of Bloomington and the Mayor and Clerk be authorized to execute the resolution.)

Motion by Alderwoman Schmidt, seconded by Alderwoman Hauman to vote as presented.

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

Ayes: Aldermen Sage, Hauman, Fruin, Black, Buragas, Painter, Mwilambwe, and Schmidt, Alderman Lower

Motion: Carried.

The following items were presented:

8C. Hamilton Road Extension from Bunn Street to Commerce Parkway

Mayor Renner noted that he has been in favor of this extension since before he entered office.

a. Consideration of adopting an Illinois Department of Transportation Resolution approving a Professional Engineering Services Agreement with Hanson Professional Services for Phase I Preliminary Design Services for Hamilton Road Extension from Bunn Street to Commerce Parkway, RFQ No. 2015 - 26. *(Recommend that the Resolution be adopted approving the Agreement with Hanson Professional Services for the Phase I preliminary design of Hamilton Road from Bunn Street to Commerce Parkway be approved, in the amount of $986,084.52, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

Jim Karch, Director of Public Works presented a brief history about the Hamilton/Fox Creek Project. He noted that we have had great roads going North to South, but not much for roads going East to West. There is a bit of a time constraint as the Illinois Commerce Commission needs a timeline, but we are doing everything we can to get funding.

The extension should improve traffic safety and access, creates economic potential, and addresses multimodal needs.

Mr. Karch acknowledged the selection process according to a federal process based on the Brooks Act that they have to follow through on in order to request federal funding. For this process, you have to base not on funding, but what the experience is. As far as the Local Preference Ordinance just passed, we have to base our selection process on the Brooks Act. Corporation Council Jeff Jurgens agreed, and mentioned that this selection process for federal funds is different than the Local Preference Ordinance just passed and that we were still in compliance with this ordinance.

Mr. Karch briefly discussed other sources of funding, including a possible TIGER grant, bonding, or other federal funding. Mayor Renner mentioned that the Illinois Department of Transportation noted that obtaining a TIGER grant is very hard. We can still try.

Mr. Hales encouraged the Council to consider this a high priority project. This project would reduce the number of car accidents, which has been a safety issue. This is critical and we need to finish that donut hole and make it safe for the drivers who use that road. Mr. Hales addressed the Council and recommended their support for this project.

Mr. Hales also noted that for the TIGER grant, the project needs to be "shovel ready" and they need to know that you are ready to go. This is especially why we cannot get behind on their (Federal) timeline. Mr. Karch stated that this project could be broken up over multiple years, which could help break up the costs as well.

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

Ayes: Aldermen Sage, Hauman, Fruin, Black, Buragas, Painter, Mwilambwe, and Schmidt, Alderman Lower

Motion: Carried.

The following items were presented:

b. Consideration of approving an application for the Hamilton Gap project (Bunn Street to Commerce Parkway) for the One Voice Advocacy Program. *(Recommend that Council approve an application be submitted to the Bloomington-Normal Economic Development Council on behalf of the City of Bloomington to advocate for the Hamilton Road project as part of the One Voice initiative.)*

There was no presentation for One Voice.

Motion by Alderwoman Painter, seconded by Alderwoman Hauman to discuss.

Mr. Hale has been speaking with the Economic Development Council and they are awaiting our application. He addressed the Council, saying that he recommends their approval.

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

Ayes: Aldermen Sage, Hauman, Fruin, Black, Buragas, Painter, Mwilambwe, and Schmidt, Alderman Lower

Motion: Carried.

The following items were presented:

8D. Sick Leave Buyback. Consideration of potential action and/or Staff Direction on Sick Leave Buyback Options. (*Recommend discussion and consideration of options regarding payment of sick leave buyback to its grandfathered employees and provide direction or otherwise approve a Resolution directing staff to continue exploring policies that limit the City's pension liabilities and evaluate the City's overall benefit structure.)*

Mr. Hales noted his appreciated for Mr. Jurgens taking the lead on this. Mr. Jurgens gave a brief presentation regarding Sick Leave Buy Back, and spoke about Illinois Municipal Retirement Fund's 125% Rule, Accelerated Payout Rule, and Sick Leave Buyback Payout. The City of Bloomington has ceased the Sick Leave Buyback for new employees and this benefit is out of all union contracts as of 2014. Currently, there are approximately 250 grandfathered employees, but he believes that this number is inflated as some may not qualify with 75 years of combined service and age, with a minimum of 15 years of continuous service.

Mr. Jurgens discussed the New 2012 Law and its' "Accelerated Payment" Requirements. He maintained that this was not a penalty. Over 450 public bodies in Illinois are making these present value payments, including fire districts, water reclamation districts—not just cities. There are over $33,000,000 are either being paid or have been paid. As far as the legislative impact, (and the breakdown of this amount) the school districts have paid close to $4,000,000; counties have paid $4,700,000; municipalities have paid $13,349,000; park districts, $1,433,000; and other districts, including library, mass transit, fire, water, townships, etc. have paid $2,855,386. This law has had widespread impact on the State of Illinois.

He spoke about options, and the possible legal ramifications. There is a provision in the Illinois State Constitution that describes how "membership in any pension or retirement system of the State…the benefits of which shall not be diminished…" This provision has been reviewed by a few Illinois Supreme Court cases and is one that we continue to struggle with as it may or may not be considered a benefit. He briefly spoke about the arguments for and against this provision, as well continuing issues in Springfield regarding this provision.

Mr. Jurgens addressed the Council, saying that this is something the Council needs to be aware of. The employees and the unions know about these things, but we think it's a foregone conclusion that if we do something like the City of Springfield did, we will be in litigation. This is something that is likely to be litigated. We are addressing employee concerns that we will continue to pass onto the Council so you are aware.

Tonight, we are looking for direction from the Council. He spoke about Sick Leave Buy Back Options and Direction. There are a number of policy implications, no matter what we do. For now, we are going to continue the status quo, but we reserve our right to make changes. It is staff's hope that this is going to become a small percentage that we will be paying to Illinois Municipal Retirement Fund. Mr. Jurgens addressed the Council, saying that they could approve the resolution tonight or give direction.

Motion by Alderwoman Painter to approve the resolution. There was not a second. Motion failed.

The Council moved to discussion.

Mr. Jurgens acknowledged that we could deal with the contracts separately with the Unions and the employees. Mr. Hales clarified that we had prevailed in working with the unions on the contracts has only affected new hires. None of the negotiations over the past seven (7) years have addressed the grandfathered employees.

Mr. Jurgens noted that any of the options for this provision are defensible, but would more than likely end up in court.

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

Ayes: Aldermen Sage, Hauman, Fruin, Black, Buragas, Painter, Mwilambwe, and Schmidt, Alderman Lower

Motion: Carried.

Motion by Alderwoman Painter to that recommend discussion and consideration of options regarding payment of sick leave buyback to its grandfathered employees and provide direction or otherwise approve a Resolution directing staff to continue exploring policies that limit the City's pension liabilities and evaluate the City's overall benefit structure. No seconded noted.

Motion failed due to lack of second. The Council discussion briefly continued.

Regarding the legal challenges, Mr. Jurgens noted that in the resolution, it is stated that the City of Bloomington reserves the right to make changes. Let's see how Springfield shakes out, as well as some other court decisions. The resolution itself is not triggering litigation, but we are not boxing ourselves in.

As far as the financial liabilities, we have worked with some very preliminary actuaries, but this is so hard to predict with so many different factors. We are trying to get those numbers in better shape. At this point, it looks manageable. One thing that we have to point out is if we go with one of these other options, we could have a rash of early retirements, which would be a huge financial liability. That is why there are all sorts of financial and policy implications.

Motion by Alderwoman Painter, seconded by Alderman Fruin.

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

Ayes: Aldermen Sage, Hauman, Fruin, Black, Buragas, Painter, Mwilambwe, and Schmidt, Alderman Lower

Motion: Carried.

The following items were presented:

8. City Manager's Discussion

Mr. Hales briefly spoke about the group efforts to look at the Compensation Plan. Tom Dabareiner, Community Development Director will not be able to be much assistance until January. One option will be to wait until January and then he can join us, or the group can proceed and get a start by looking at the recommendations, while coordinating with City staff. Mayor Renner recommended keeping that momentum going and getting a start on the efforts.

Alderman Fruin previously had ideas on a simplified version of Robert's Rules of Order. Mr. Hales will be emailing documents regarding Council Rules of Procedure that were modified a few years ago. At one time, we were including those in the packets, but somehow they were taken out. We are going to periodically include the modified procedures in the Council packet.

On the Downtown Bloomington projects, from direction of the Council, Mr. Hales and a few other staff will also be doing a preliminary high-level review of those proposals, including a determination of each "fatal flaw". Part of our review will be looking to validate the financing gap—possible public financing that the developers were saying they needed. As such, we will be reaching out to developers and asking for financial data. We will also be looking at hotel revenue and other projections. We will not be including anything with the hotel and the Coliseum, as that is a different study. We will be coming back to the Council in November with our recommendations.

Mr. Hales discussed that we were trying to get more information on Bothell, Washington, (about 30,000 to 40,000 people) where he went on a field trip at one of the conferences. This city revamped their downtown and took three years to do so. Over the last ten (1) years, they have spent over $150 million, with the City putting in about $30 to $40 million. The City had acquired 30 to 40 different pieces of property and use developers that come to them on a one-on-one basis. It was incredible how they built that community support, the collaboration between state, local,

federal entities, as well as the developers. It is not only the developers asking "how can you help me?", but also "what vision do you have?".

10. Mayor's Discussion

Mayor Renner wanted to extend condolences to former Alderman Mike Sprague.

On a separate note, Mayor Renner also spoke about a chili cookoff on Friday and encouraged attendance.

11. City Aldermen's Discussion

Alderman Fruin also wanted to extend condolences to former Alderman Mike Sprague and noted his contributions to the Council. He had given the Council a one (1) page item regarding Robert's Rules.

Alderman Sage thanked the Mayor for his efforts in syncing the Council and Liquor Commission. He briefly spoke about Lucky Seven, how there may be a few different interpretations, and how we need to make sure that there is no kind of video gambling establishment. Mayor Renner suggested that it become a Council topic and noted that other areas are also concerned about video gambling. The Liquor Commission will do what the Council says.

12. Executive Session – cite section.

13. Adjournment

Mayor Renner asked for a motion to adjourn.

Motioned by Alderman Black to adjourn the Meeting, seconded by Alderwoman Hauman.

Mayor Renner called the roll which resulted in the following:

Ayes: Aldermen Sage, Hauman, Fruin, Lower, Buragas, Mwilambwe, Black, Schmidt and Painter.

Nays: None

Motion carried, (viva voce).

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

SUMMARY MINUTES OF THE
WORK SESSION CITY COUNCIL MEETING
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, OCTOBER 26, 2015; 5:00 P.M.

The Council convened in regular Session in the Council Chambers, City Hall Building, at 5:00 p.m., Monday, October 26, 2015.

1. CALL TO ORDER

The Meeting was called to order by Mayor Renner who directed the City Clerk to call the roll and the following members answered present:

2. ROLL CALL

Aldermen: Kevin Lower, David Sage, Diana Hauman, Joni Painter, Mboka Mwilambwe, Karen Schmidt, Jim Fruin, Amelia Buragas (5:06 PM), Scott Black (5:06 PM), and Mayor Tari Renner.

Staff: City Manager David Hales, City Clerk Cherry L. Lawson and Finance Director Patti-Lynn Silva, Jeffrey Jurgens, Corporate Counsel, Steve Rasmussen, Assistant City Manager**,** Scott Sprouls, Director of Information Services, Nora Dukowitz, Communication Manager**,** Georgia Bouda, Library Director**,** Austin Grammer, Economic Development Coordinator, Nicole Albertson, Human Resources Director, Jim Karch, Director of Public Works, Erin Bethy, A.J. Gallagher (on phone); Todd Schroder, Lauderbach & Amen, LLP

3. PUBLIC COMMENT

No one spoke during Public Comment.

4. DISCUSSION TOPIC

a. Employee Health Insurance Updates *(Nicole Albertson, Human Resource Director, Presentation 10 minutes, Council discussion 20 minutes)*

Erin Bethy from A.J Gallagher addressed via telephone. Their company was hired by the City of Bloomington in September 2014. The accomplishments included an outlook tool, a Forecast and Reserve Estimate (which is a reported, but not calculated estimate) to be able to project the budget, adding prescription drugs coverage to the rates, reducing the dental rates to the employees by striking a commission to a previous broker that was not disclosed, and employee access to benefit information online. Accomplishments for 2015 included: offered a solution to retirees to save the City money and have not heard any complaints and an Employee and Wellness Committee, which can adapt programs as employee need rises.

For 2016, they recommend a Dependent Eligibility Audit that looks to see that the right people are on the plan that should be on the plan. This should happen in March 2016 and should not cost the City anything. It could potentially save the City 6% to 7% in costs.

Voluntary benefits can also assist with a high deductible gap. They will also be doing a Market Scan and Disruption Analysis to see which doctors are in the network and how people might be affected.

For 2017 and 2018, there may be a few changes, including a Compensation Assessment, prescription drug marketing, and possible other plan changes.

Ms. Albertson noted that Laurie Wollrab, Compensations and Benefits Manager was working to improve rates on stop loss for PPO plan. Ms. Albertson suggested that she or Ms. Bethy work on figures regarding the percentage of the City's increase to healthcare costs, and what percentage of the employee's salary that is.

b. Presentation and discussion regarding the Proposed 2015 Library Estimated Tax Levy *(Georgia Bouda, Library Director, Presentation 5 minutes, Council discussion 10 minutes)*

Board President Carol Koos, and the Chairman of the Budget and Personnel Committee, Robert Porter were also present. The levy would be for over $4 million, which represents about 86% of the library's total budget. Ms. Bouda noted that when the economic went bad, a lot more people went to the library, and they expect the use to lessen as the economy is better. The library went from 600,000 to 1.5 million in circulation.

c. Presentation and discussion regarding the Proposed 2015 Estimated Tax Levy *(Patti-Lynn Silva, Finance Director, Presentation 5 minutes, Council discussion 10 minutes)*

Ms. Silva referred to the Council packet for a brief history of the tax levy. Our property tax values have gone up. She noted that we have not raised the levy significantly since 2010 and in 2012, we actually lowered it. In 2013, we raised it over $30,000 for library salary increases. The 2014 levy was increased for pensions, but it had a neutral effect on the taxpayer.

The levy is set up flat right now. If we asked for the same amount that we did last year, people would actually see a decrease. Ms. Silva noted that if we could get revenue in without impact to the taxpayer by getting a grant that would be a win-win. It is possible that the tax levy would be frozen for the next couple of years and then it would go to referendum.

Mr. Hales stated that as much as we do not want to raise the tax levy, new growth brings its' own fiscal impact. This is just something to think about. As we go on, we need to identify what those new growth dollars are.

He noted that on November 9, there would be resolution to approve and take a vote on an estimated property tax for 2016. We will bring back this tax levy as presented. At a meeting in December is when the Council would need to adopt a tax levy for 2016. This is a major source of revenue in our General Fund.

d. Police and Fire Pension Fund Contribution for FY 2016 *(Patti-Lynn Silva, Finance Director, Todd Schroeder, Actuary, Lauderbach & Amen, LLP, Presentation 10 minutes, Council Discussion 15 minutes).*

Mr. Schroeder referred to the Actuarial Report and spoke about information gathering (using actual data from the State of Illinois), benefit cost and when the benefits are going to be paid and how those benefits are paid. He also compared the Statutory Contribution and City Recommended Contributions for Bloomington Fire and Police. The aim is to get the contributions to 100% in thirty (30) years.

He referred to the April 30, 2015 Results and mentioned that they expect a 4% to 5% increase per year on average as total payroll increases over the longtime. When we hire a new employee, we expect that to increase as their salary increases.

Right now, we are at 25 years to pay down unfunded liability. The amounts are going to increase, slowly decrease, and then continue to decrease. Ms. Silva noted that the City would be saving $90 million over the life of the plan and that should the City should be very proud.

Mr. Hales requested clarification on policy contributions: Where is that money and when do we get to a point where we ramp up our contributions going forward? Ms. Silva stated that we were ahead right now, but at 2019/2020, we are up again. We have earmarked reserve set aside and can figure out how to fund it moving forward.

Mr. Hales requested clarification on the Governmental Accounting Standards Board (GASB) new rules. Mr. Schroeder discussed that GASB is a nationwide body regulates how to report your pensions on your financial statements, so that all states are reported the same. Mr. Schroeder briefly discussed the new rules. Some of the rules are applied this year, sometimes next year. Mr. Hales noted that we would not have to come up with new money for the next few years.

Mr. Schroeder stated that he has met with both the Police and Fire Pension Boards. There were no major concerns that they brought up.

5. ADJOURNMENT

Mayor Renner asked for a motion to adjourn the meeting.

Motion by Alderman Hauman, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 6:12 p.m.

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

Ayes: Aldermen Schmidt, Hauman, Sage, Lower, Buragas, Black, Fruin, and Mwilambwe.

Nays: None.

Motion carried.

Tari Renner, Mayor	Cherry L. Lawson, City Clerk

SUMMARY MINUTES OF THE
WORK SESSION CITY COUNCIL MEETING
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, OCTOBER 12, 2015; 5:45 P.M.

The Council convened in Work Session in the Council Chambers, City Hall Building, at 5:45 p.m., Monday, October 12, 2015.

1. CALL TO ORDER

The Meeting was called to order by Mayor Renner who directed the City Clerk to call the roll and the following members answered present:

2. ROLL CALL

Aldermen: Kevin Lower, David Sage, Diana Hauman, Amelia Buragas, Scott Black, Joni Painter, Mboka Mwilambwe, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

Staff: City Manager David Hales, City Clerk Cherry L. Lawson and Finance Director Patti-Lynn Silva, Jeffrey Jurgens, Corporate Counsel, Steve Rasmussen, Assistant City Manager, Scott Sprouls, Information Technology Services Director, Nora Dukowitz, Communication Manager**,** Georgia Bouda, Library Director**,** Austin Grammer, Economic Development Coordinator

3. PUBLIC COMMENT

No one spoke during Public Comment.

4. DISCUSSION TOPIC

a. Fiscal Year 2015 First Quarter Financial Update

Finance Director Patti-Lynn Silva noted that she was pleased so far with the quarter. She referred to the Executive Summary to the General Fund. Revenues are 30% ahead and the revenues are 25% spent. We received a large payment for income tax in May. These trends are good indicators at this snapshot in time.

Mr. Hales noted that this time last year, we were behind in revenue. We have not factored in the closing of Mitsubishi Motors, as well as the State's contribution into our 12 year plan yet. We have several capital projects that are currently on hold due to lack of manpower and are having conversations with project managers to see what we can do to move these projects along. We will report on that in the future.

b. Bloomington Task Force Report of Council Priorities

Alderwoman Schmidt gave a brief summary of the background—to have an engaged conversation about the budget cuts independently with a few members of the City Council. Alderman Black suggested that the goal be to finish by the end of next fiscal year. Alderman Lower maintained that prioritization was the key with not just the Downtown area, but all of Bloomington.

Alderwoman Schmidt discussed the additional need for a regular and open process. Alderman Fruin appreciated the teamwork, and believed that the Council needed to "take stuff" off of their plates, including items that may not need Council direction.

Mr. Hales noted that the most critical issue is solid waste. We have made progress on efficiencies, but the deficit continues to grow. This could have immediate impact in helping us balance the budget.

c. November Retreat Discussion

Mayor Renner addressed the Council to ask for specifics of scheduling the retreat. Alderwoman Hauman volunteered to organize the retreat. Alderman Lower requested clear cut goals and expectations as well as the thought that they may not need an outside person to facilitate. Mayor Renner agreed. Mr. Hales noted that time was of the essence as Lynn Montei has those dates reserved right now. Mayor Renner suggested that Alderwoman Hauman get some ideas to Council and the Council can meet informally on the details.

d. Solid Waste Efficiencies Report

Steve Rasmussen, Assistant City Manager noted that they reduced personnel in the Solid Waste Department without laying anybody people off. He thanked Patti-Lynn Silva and Nicole Albertson for their assistance. He presented a presentation regarding the Solid Waste Efficiencies Report and discussed Solid Waste Efficiency/Savings Ideas.

There is still a deficit. The Budget Task Force suggested charging for every bucket of bulk at the curb, charging extra for large loads, and making the drop-off center free.

Another suggestion from the Budget Task Force was to increase the amount of the cart. The conclusion was that a small increase would not close this deficit, but it does help a bit. If Solid Waste were to charge a flat rate, it would cover the deficit and they would still be able to offer the $16 charge for low-income citizens. The expense is in the manpower, and not in the cart.

If Solid Waste were to simply use the General Fund, there would still be a deficit and there would need to be cuts elsewhere in the budget, as well as revenue enhancement. Mr. Rasmussen noted that from the Department cuts mentioned earlier, they were able to reduce the budget by 20%. The earlier figure that he gave to the Budget Task Force included a subsidy from the General Fund. The deficit, without that subsidy, is $2.7 million.

Mr. Rasmussen suggested that there be a separate ordinance for house clean-out for landlords as the garbage on the side of the road can look unseemly in the neighborhoods. Mayor Renner agreed with the possible ordinance and suggested that Council take the direction on that.

Mr. Hales noted that the staff would be willing to provide the Council with any information needed. We just need majority direction. If we do not hear anything back from the Council, then we can go from what the Budget Task Force recommended. Mayor Renner agreed that that would be a great starting point.

5. ADJOURNMENT

Mayor Renner asked for a motion to adjourn the meeting.

Motion by Alderman Black, seconded by Alderman Hauman, that the meeting be adjourned. Time: 6:54 p.m.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Schmidt, Hauman, Sage, Lower, Buragas, Black, Fruin, and Mwilambwe.

Nays: None.

Motion carried.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Tari Renner, Mayor Cherry L. Lawson, City Clerk

SUMMARY MINUTES OF THE
WORK SESSION CITY COUNCIL MEETING
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, AUGUST 12, 2013; 5:42 p.m.

The Council convened in regular Session in City Hall Building, City Council Chambers, 305 S. East Street, at 5:42 p.m., Monday, August 12, 2013.

1. CALL TO ORDER

The Meeting was called to order by the Mayor who directed the City Clerk to call the roll and the following members answered present:

2. ROLL CALL

Aldermen: David Sage, Mboka Mwilambwe, Judy Stearns, Karen Schmidt, Jennifer McDade, Scott Black, Robert Fazzini, Kevin Lower, Jim Fruin and Mayor Tari Renner.

Staff: David Hales, City Manager, David Hales, Tracey Covert, City Clerk and Alex McElroy, Assistant to the City Manager.

3. Draft Downtown Nightlife Project Report (DNPR)

David Hales, City Manager introduced DNPR. He noted highlights and staff involvement.

Alex McElroy, Assistant to the City Manager, addressed the Council. He noted the following downtown concerns: fights, damage to property, underage drinking, pedestrian safety, public urination and overcrowded tavern.

Mr. McElroy questioned the downtown vision. He recommended Council establish a policy for same. Staff had developed four (4) areas of analysis with thirteen (13) actionable items.

The Police Department provided downtown staffing in the areas of public safety including license and code enforcement. Staff suggested a hire back program to cover overtime expenditures. Criminal damage to property was four percent (4%), the majority occurred between 11:00 p.m. and 7:00 a.m. Mr. McElroy noted the most commonly occurring incidents from November 2012 to May 2013. These were fights, illegal consumption of alcohol by a minor, resisting or obstructing arrest and crowd control.

Police Officers and Supervisors recommended the following to assist with same: increase the number of officers at times; assigned an officer to attend the Liquor Commission and the Downtown Bar Association meetings; set clear expectations with tavern owners; continue tavern sweeps and compliance checks; require BASSETT (Beverage Alcohol Sellers and Servers Education); and hold tavern owners accountable. The establishment of an Alcohol Compliance

Unit was recommended. The total policing costs were approximately $178,000. Mr. McElroy questioned raising liquor license fees to cover same. He noted that the City received two percent (2%) from liquor sales and property taxes.

Alderman Lower arrived at 5:53 p.m.

Chapter 6, Alcoholic Beverages, established license classifications and liquor violation fines. Mr. McElroy noted that fines range from $250 to $3,500 for each violation. Planning and Code Enforcement staff visited the downtown to review occupant loads. It was noted that 138 occupant decreases could be accomplished with set capacities. It was suggested that occupant loads be contingent upon previous Ordinance Violations. Mr. McElroy stated that there were thirty (30) downtown establishments with liquor licenses. Fourteen (14) establishments had conditions placed upon them by the Liquor Commission. There was a perception that some restaurants operated as taverns in the late evening hours. Staff recommended conducting an annual audit to ensure license holder satisfy the appropriate requirements for alcohol sales.

In 2006 Taxi Cab owners informed staff that "party buses" were transporting individuals from the Town of Normal to the city's downtown area on Thursday, Friday, and Saturday nights. Chapter 40, Taxicabs, was amended to include vehicle for hire (party buses) regulations. The establishment of same assisted in discovering renegade vehicles. Staff continues to work on establishing vehicle for hire Hub locations. Mr. McElroy noted that the fee assessment for vehicle for hire should be equitable and reflective of staff time and resources.

In 2008, the Police Department received a grant from State Farm. $81,000 from same was utilized for the design, testing and implementation of a downtown corridor wireless public safety camera network. The cameras were placed at the 300 through 600 block of N. Main St. Staff recommended continued camera network expansion.

Mr. McElroy requested Council recommendations.

4. ADJOURNMENT

Adjourn 6:47 p.m.

Tari Renner, Mayor	Tracy Covert, City Clerk

CONSENT AGENDA ITEM: 7B

FOR COUNCIL: November 09, 2015

SUBJECT: Consideration of approving Bills, Payroll and Electronic Transfers.

RECOMMENDATION/MOTION: That the bills, payroll and electronic transfers be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved $4,769,810.31 (Payroll total $2,296,962.97, ElectronicTransfers total $102,703.92, and Accounts Payable total $2,370,143.42).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, Procurement Manager

Recommended by:

David A. Hales
City Manager

Attachment:

- Bills, Payroll and Electronic Transfers on file in the Clerk's office. Also available at www.cityblm.org.
- Summary Sheet Bills, Payroll Report, and Electronic Transfers

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Motion: That the bills, payroll and electronic transfers be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			

Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

CITY OF BLOOMINGTON FINANCE REPORT

Council of November 09, 2015

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
10/16/2015	$ 227,849.92	$ 77,484.08	$ 305,334.00
10/23/2015	$ 227,520.18	$ 76,578.12	$ 304,098.30
10/29/2015	$ 1,246,801.59	$ 109,034.52	$ 1,355,836.11
10/30/2015	$ 226,681.48	$ 76,365.68	$ 303,047.16
10/29/2015-10/30/2015	$ 24,387.55	$ 4,259.85	$ 28,647.40
Off Cycle Adjustments			$ -
		PAYROLL GRAND TOTAL	**$ 2,296,962.97**

ACCOUNTS PAYABLE

Date	Bank	Total
11/9/2015	AP General	$ 2,176,012.34
	AP BCPA	$ -
11/9/2015	AP Comm Devel	$ 105,335.29
11/9/2015	AP IHDA	$ 711.60
11/9/2015	AP Library	$ 43,310.31
11/9/2015	AP MFT	$ 6,773.88
10/28/2015-11/03/2015	Off Cycle Check Runs	$ 38,000.00
	AP GRAND TOTAL	**$ 2,370,143.42**

PCARD

PCARD GRAND TOTAL	

WIRES

Date	Total
10/24/2015-10/30/2015	$ 102,703.92
WIRE GRAND TOTAL	**$ 102,703.92**

TOTAL	**$ 4,769,810.31**

Respectfully,

Patti-Lynn Silva
Director of Finance

CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: November 9, 2015

SUBJECT: Consideration of approving an Appointment to the John M. Scott Health Care Commission (JMSHCC)

RECOMMENDATION/MOTION: That Holly Ambuehl be appointed to the John M. Scott Health Care Commission (JMSHCC).

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: I ask your concurrence in the appointment of:

John M. Scott Health Resource Center: Holly Ambuehl, Collective Impact Manager, as recommended by United Way of McLean County for appointment to this Board. Ms. Ambuehl will replace Nichole Aune Smith whose term is scheduled to expire in April 2018.

Per Article II, Section 2, of the JMSHCC by-laws, Ms. Ambuehl shall serve out a term ending April 30, 2018. She will then be able to serve for three (3) additional three (3) year terms for a maximum of three (3) consecutive terms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration for approval.

Prepared by: M. Beth Oakley, Executive Asst.

Recommended by:

Tari Renner

Tari Renner
Mayor

Attachments:

- Board Roster

Motion: That Holly Ambuehl be appointed to the John M. Scott Health Care Commission (JMSHCC).

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

John M. Scott Health Care Commission

Mayor Appointed	Staff/Chair	Title	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
	Advocate Bromenn Health Care		Brandi	Sweeney	04/30/20	04/27/15	2015	brandi.sweeney@advocatehealth.com	P.O. Box 2850	Bloomington	61702				
	Chair/McLean County Board of Health		Susan	Grant	04/30/18	06/22/15	2009	susan.albee@mcleancountyil.gov7	200 West Front	Bloomington	61701				
	Blm Regional Optometric Society	Dr.	John	Couillard	04/30/17	11/24/14	2008	jcool6562@aol.com	2404 Northwood Ln.	Bloomington	61704				
	OSF		VACANT												
	McLean Co Dental Society	Dr.	David	Wyse	04/30/20	11/24/14	2014 rep Doran	info@chrismandental.com	207 S Prospect Ave	Bloomington	61704				
	9th District Nurses Association	Dr.	Donna	Hartweg	04/30/18	06/22/15	2009	dhartweg@iwu.org	1608 E Washington	Bloomington	61701				
	McLean Co Medical Society	Dr.	James	Swanson	04/30/19	07/28/14		jimswanson52@gmail.com	1401 Eastland Dr.	Bloomington	61701				
	United Way of McLean County		Nichole	Smith	04/30/18	02/14/14	2014	[illegible]	201 E. Grove, Ste. 100	Bloomington	61701				
	Second Presbyterian Church	Dr.	Scott	Hamilton	04/30/17	11/24/14		Hamilton.R.Scott@comcast.net	405 Kays Drive, Suite C	Normal	61761				
	Mid Central Community Action		Laura	Grant	04/30/16	03/24/14		LauraG@mccainc.org	1301 W Washington St	Bloomington	61701				
	Contact - Township Super.		Deb	Skillrud				dskillrud@cityblm.org	607 S Gridley, Suite C	Bloomington	61701				

Details:
Term: 3 years
Term Limit per City Code: DOES NOT APPLY, JMSHRC ByLaws dictate 3 terms/9years
Members: 11 members
Number of members the Mayor appoints: 0
Type: Independent
City Code:
Required by State Statute: No
Intergovernmental Agreements: IGA between City of Bloomingtoon/City of Bloomington Township on 9/29/09
Funding budgeted from COB for FY2016:
Meetings: 2nd Wednesday of each month in the Township Office at 5:30pm

Appointment/Reappointment Notes:
City controls the Trust through IGA with Township, city does audit for City managed funds on Trust
Mayor does NOT appoint ANY members to this board, all appointments are made by the Township - Elected Township Supervisor, County Medical Society, Dental Society, BroMenn, OSF, 2nd Pres, County Health, Nurses, Optometric, Mid-Central, United Way
Couillard expired 5/31/14 and reappointed 11/24/14 to his 3rd and final term
Wyse replacing Doran and completing his term with new term ending 2020. Elig for 2 additional terms with max of 3 consecutive
Swanson replacing Halperin
Dr. Timothy Buffey (Bromenn) replacing Chase, Buffey resigned Oct. 2014, Sweeney replaced Buffey serving out his term ending 4/30/17 with new term added ending 4/30/20

CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: November 9, 2015

SUBJECT: Consideration of approval of a Resolution Waiving the Formal Bidding Process and Authorizing Repairs to the Police Department Administration Office Windows at a price not to exceed $30,000.00.

RECOMMENDATION/MOTION: That the Resolution Waiving the Formal Bidding Process for repairs to the Police Department Administration Office Windows be approved and the City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure & Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: Many windows in the Bloomington Police Department Administration Offices leak during storm events and there is a window with a cracked glass panel. On July 15, 2015 at 10:00 AM, bids were publicly opened and read for the window repairs. Only one (1) bid was received and it was approximately $100,000 above the project budget. This bid was rejected at the August 10, 2015 Council Meeting.

McLean County Glass & Mirror has performed previous window and door repairs at this facility. These repairs included re-caulking windows and replacing damaged components. None of the current repairs involve work previously performed by Mclean County Glass & Mirror. Since they are familiar with the building and windows, a quote to repair the current issues was requested. Due to their high workload at the time, Mclean County Glass & Mirror took considerable time to provide the quote. Their workload also kept them from bidding the original project. Their workload has now decreased and they are available to perform the work almost immediately. This contract will replace the damaged window, repair the leaking windows, caulk the failed stone façade joint and troubleshoot the remaining windows.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mclean County Glass & Mirror

FINANCIAL IMPACT: The window repairs will be limited to the $30,000 budget included in the FY 2016 Budget under Facilities Maintenance-Repair/Maintenance Buildings (10015480-70510). Stakeholders can locate this in the FY 2016 Budget Book titled "Budget Overview & General Fund" on page 317.

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, P.E., Facilities Manger

Reviewed by: Jon Johnston, Procurement Manager

Reviewed by: Stephen Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Resolution
- Quote Request
- Mclean County Glass Proposal
- Contract

Motion: That the Resolution Waiving the Formal Bidding Process for repairs to the Police Department Administration Office Windows be approved and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Mwilambwe							
				Mayor Renner			

RESOLUTION NO. 2015 - _____

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING REPAIRS TO THE POLICE DEPARTMENT ADMINISTRATION OFFICE WINDOWS AT A PRICE NOT TO EXCEED $30,000.00

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Procurement Manager be authorized to Purchase Repairs to the Police Department Administration Office Windows utilizing McLean County Glass & Mirror at a price not to exceed $30,000.00.

ADOPTED this 9th day of November, 2015.

APPROVED this ___day of August, 2015.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Tari Renner, Mayor Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

_____

Jeffery R. Jurgens, Corporation Counsel

CITY OF BLOOMINGTON
CONTRACT WITH
MCLEAN COUNTY GLASS & MIRROR, INC
FOR
POLICE DEPARTMENT WINDOR REPAIRS

THIS AGREEMENT, dated this 9th day of November, 2015, is between the City of Bloomington (hereinafter "CITY") and MCLEAN COUNTY GLASS & MIRROR, 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. Description of Services. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR the amounts set forth in the Quote attached as Exibit B, but in no event in excess of $30,000. Invoices shall be due and payable within 45 days of submission.

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. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 7. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall not be less than $1,000,000. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of $2,000,000 for each occurrence, $2,000,000 in aggregate.

Section 8. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 9. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 10. **Compliance with Laws.** CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 11. **Prevailing Wage.** The following shall apply to this contract:

☐ This contract is not for a "public work" and therefore Prevailing Wage does not apply. ***Initial*:** _____ (City) _____ (CONTRACTOR)

☑ This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
Initial: _____ (City) _____ (CONTRACTOR)

Section 12. Compliance with FOIA Requirements. CONTRACTORfurther 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 agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 13. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. **Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 15. **Attorney Fees**. In the event that any action is filed 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 16. **Paragraph Headings**. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 17. **Term**. The term of this Contract shall be:

- [x] Until all of the services and/or deliverables required to provided within this Contract are completed.
- [ ] From one (1) year from the date of execution.
- [ ] From two (2) years from the date of execution.
- [ ] Other:_____

_____

The Contract shall also be subject to the following renewal terms, if any:_____

_____

Notwithstanding anything herein, the provisions in Sections 6 and 12 shall survive termination.

Section 18. **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

MCLEAN COUNTY GLASS & MIRROR, INC

By: _____
Its_____

By: _____
Its_____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Inspection, repair and replacement of windows and caulking the stone facade at the Bloomington Police Department as described in the attached September 17, 2015 Quote Request and subsequent October 20, 2015 Proposal.

www.cityblm.org

Facilities Management
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2207
Fax: 309-434-2858

MEMORANDUM

TO: Jerry Little
Mclean County Glass & Mirror, Inc.

FROM: Russ Waller, Facility Manager

DATE: 9/17/2015

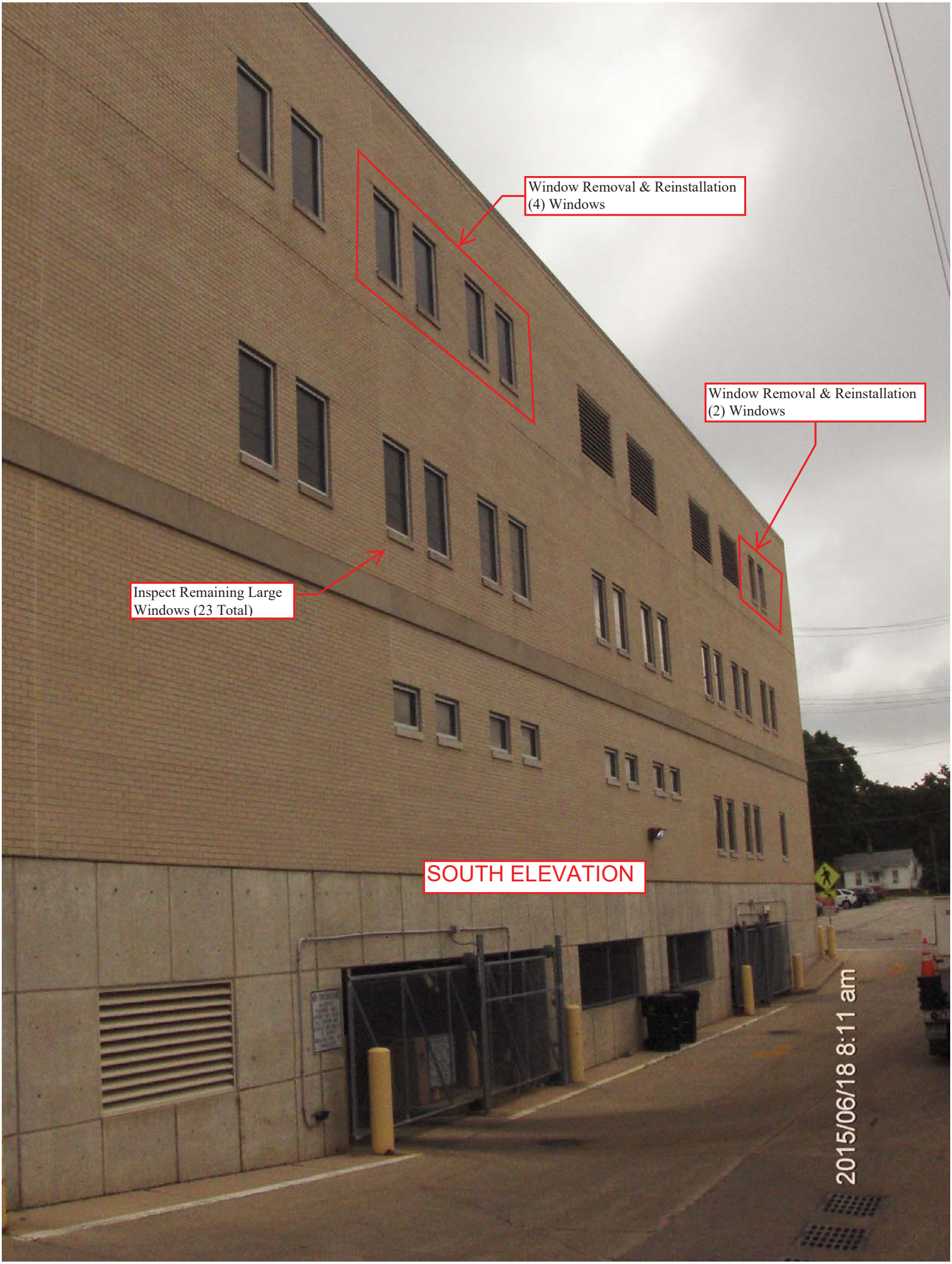
SUBJECT: Bloomington Police Department Windows

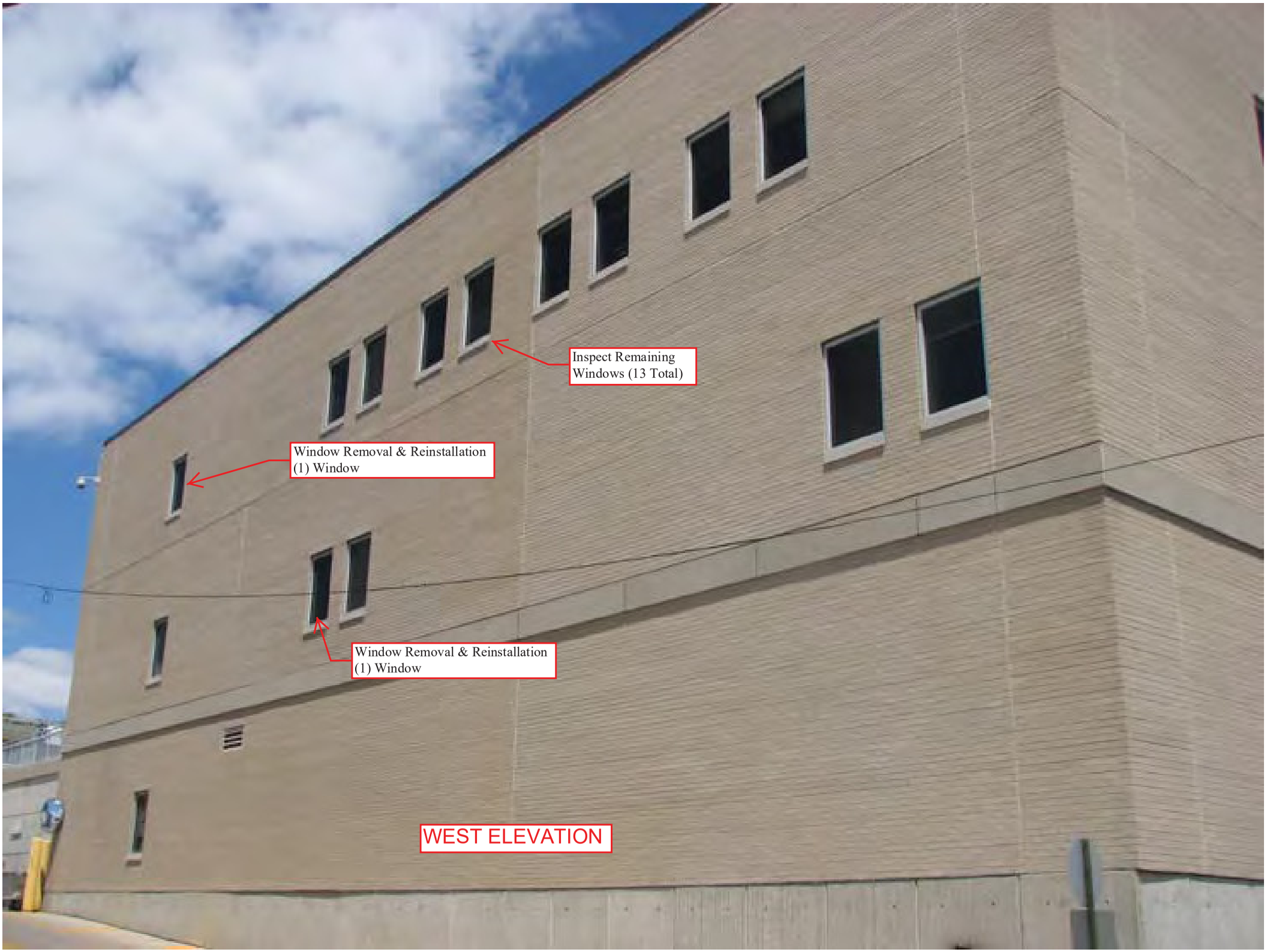
Please revise the previously provided quote for repairs to the Bloomington Police Department Windows in accordance with the following.

1. The location and quantity of known window repairs is summarized below and shown on the attached photos.
   - West Elevation – Two (2) Leaking Windows; Inspect Remaining Large Windows
   - South Elevation – Six (6) Leaking Windows; Inspect Remaining Large Windows
   - East Elevation – One (1) Broken Glass Unit; Remove & Replace Deteriorated Caulk Above Stone Facade
2. Please provide unit prices for each of the following repair items. The City desires to repair as many windows as possible with the available budget. At a minimum, the repairs identified above and shown on the photos will be performed. Additional leaking window repairs may be requested based on results from the inspection.
   - Leaking Window - Remove glass, framing and caulk; Install new subsill flashing; Reinstall aluminum framing with new end dams; Reinstall glass
   - Broken Glass Unit - Replace Insulated & Tinted Glass Unit that has seal failure
   - Remove & Replace Deteriorated Caulking Above Stone Façade
   - Inspect Remaining Large Windows for Leakage and Damage
3. Please indicate if any drywall, trim or interior finish work is included in the repairs.
4. Please identify the revised submittal as a quote instead of a bid. This will avoid confusion since the City's bid process is considerably different than the quote process.
5. The attached Standard Terms and Conditions, Insurance Requirements and Contract are applicable.

If you have additional questions, please contact me at (309) 434-2492. Thank You.

Remove & Replace deteriorated Caulking Above Stone Facade
Remove & Replace deteriorated Caulking Above Stone Facade
Replace Broken Glass Unit
EAST ELEVATION


Window Removal & Reinstallation
(4) Windows
Window Removal & Reinstallation
(2) Windows
Inspect Remaining Large
Windows (23 Total)
SOUTH ELEVATION
2015/06/18 8:11 am


Inspect Remaining
Windows (13 Total)
Window Removal & Reinstallation
(1) Window
Window Removal & Reinstallation
(1) Window
WEST ELEVATION

www.cityblm.org

Finance Department
109 E. Olive St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2233
Fax: 309-434-2858

Standard Terms & Conditions

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

Finance Department
109 E. Olive St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2233
Fax: 309-434-2858

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

10. **Termination.** The Owner may, at any time, suspend or terminate this Contract, in whole or in part, by written notice. Upon suspension or termination for convenience of the Owner, the Owner shall reimburse the Seller for expenses (which shall not include lost profits) resulting directly from any such termination or suspension, which amount shall in no event exceed the applicable pro rata portion of the Contract Price. The Seller shall not be paid for any work done after receiving notice of such suspension or termination for convenience nor for any expenses incurred which could have been reasonably avoided. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Owner. The foregoing states the Owner's entire liability and the Seller's exclusive remedy for any termination or suspension of all or any part of this Contract for convenience of the Owner. If, however, termination is occasioned by the Seller's breach of any condition hereof, including breach of warranty, or by the Seller's delay, except due to circumstances beyond the Seller's control and without the Seller's fault or negligence, the Seller shall not be entitled to any claim or costs or to any profit and the Owner shall have against the Seller all remedies provided by the law and equity.
11. **Taxes.** The Owner is exempt from State and Local taxes.
12. **Limit of Liability.** In no event shall the Owner be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The Owner's liability on any claim arising out of or connected with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
13. **Assignments and Subcontracting.** Neither this Contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the Owner.
14. **Remedies.** The Owner's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefore shall not waive any breach.
15. **Law Governing.** The Contract shall be governed by and construed according to the internal laws, but not the conflict of law rules, of the State of Illinois.
16. **Inspection.** NO Substitutions will be accepted by the Owner without prior written approval. The Owner reserves the right to inspect goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of goods at time of delivery. Damaged goods or materials will be rejected and returned to seller.
17. **Non-Discrimination.** The Seller shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (2000), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 IL Admin Code 750 Appendix A. Seller shall also comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.1 et seq. (2000) as amended and the Civil Rights Act of 1964, 42 U.S.C. sec 2000 et seq. (2000) as amended.
18. **Insurance.** Certificate of Insurance naming City of Bloomington as additional insured must be provided to City Clerk and a copy to Procurement Services.
19. **Prevailing Wage.** All contractors for the construction of public works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT. The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act and requires public works contractors, before work commences, to file with the City of Bloomington, written certification that they have a substance-abuse program and provide drug testing.

www.cityblm.org

Finance Department
109 E. Olive St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2233
Fax: 309-434-2858

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

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

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

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

General Liability - $1,000,000 Bodily Injury and Property Damage(Combined Single Limit) with $2,000,000 GL annual aggregate and will include:
Medical payments - $5,000
Premises Operations
Products and Completed Operations
Blanket Contractual Liability
Personal Injury Liability
Expanded Definition of Property Damage

Workers' Compensation and Employer's Liability –
$500,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$500,000 Bodily Injury by Disease, each employee

Automobile Liability - $1,000,000 Bodily Injury and Property Damage (CSL)
(Owned, Non-owned and Hired vehicles should be included) and include $10,000 medical pay per passenger.

CITY OF BLOOMINGTON
CONTRACT WITH

FOR

THIS AGREEMENT, dated this ____ day of _____, 2015, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. **Incorporation of Bid/RFP/RFQ & Proposal Terms / Prevailing Wage.** This work was subject to the following procurement initiative by the CITY: _____ (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning ofthe Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

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

_____

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

☐ A flat fee of $_____ as set forth in the Procurement Documents.

☐ Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____ By: _____

Its City Manager Its_____

ATTEST:

By: _____ By: _____

City Clerk Its_____

MCLEAN COUNTY GLASS & MIRROR, INC.
903 W. LOCUST STREET
BLOOMINGTON, IL 61701-2800
PHONE (309) 827-1600 FAX (309) 828-9049

Date: October 20, 2015

Quote #: 2534

Job Name: City of Bloomington
Police Department

A. LEAKING WINDOW

TOTAL MATERIALS & LABOR	**$975.00 Per Window**

- Remove glass, framing and caulk; Install new subsill flashing; Reinstall aluminum framing with new end dams; Reinstall glass; Apply new sealant (caulk)

B. BROKEN OR SEAL FAILURE GLASS UNIT

TOTAL MATERIALS & LABOR	**$325.00 Per Window**

- Remove existing glass unit; Install new glass unit and vinyl
- Glass Size Approximately 38” x 54”
- Window tinting by others

C. CAULKING ABOVE STONE FAÇADE

TOTAL MATERIALS & LABOR	**$7,985.00 For East Elevation**

- Cut back existing caulk; Clean joint with alcohol; Apply new sealant (caulk) above stone façade

D. TROUBLESHOOT 23 REMAINING LARGE WINDOWS

TOTAL MATERIALS & LABOR	**$1,150.00**

- Troubleshoot leaks in existing windows; provide written report to City of Bloomington detailed by window

ADDITIONAL FIXED COSTS

TOTAL MATERIALS & LABOR	**$1,950.00**

- Rental of lift (includes 1 month rental)

NOTES

- This bid is valid for a period of thirty (30) days from the bid date above.
- This bid is based on McLean County Glass & Mirrors Inc.'s interpretation of written and/or verbal plans and specifications. Any changes to the prints will require a change in the quote bid.
- There is no warranty expressed or implied against future leaks.
- No interior drywall, trim or interior finish is included.

Note: Because of the proximity of the lift to the power lines, the power lines must be wrapped and protected prior to commencement. This cost, if any, is not included in this quote.

TERMS

- Net thirty (30) days.

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM 7E

FOR COUNCIL: November 9, 2015

SUBJECT: Consideration and approval to authorize a Purchase Order with Lewis, Yockey & Brown, Inc. for design of water main replacement on Emerson Street from Foley Avenue to the east approximately 1000 feet.

RECOMMENDATION/MOTION: That a Purchase Order be executed in the amount of $31,819.50 to Lewis, Yockey & Brown, Inc. for the design of a water main replacement on Emerson Street, and authorize the City Manager and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 – Upgrade City Infrastructure and Facilities; Goal 5 – Great Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objective B – Quality water for the long term; Objective A – Well-planned City with necessary services and infrastructure

BACKGROUND: In late 2013 the Water Department requested and received a proposal for design of water main replacement on Emerson Street from Lewis, Yockey & Brown. During that same timeframe, a private developer was planning sanitary sewer improvements on Emerson Street in the same location as proposed in the requested proposal. The Water Department's initial goal was to have the water main work performed at the same time the sanitary sewer construction was to be scheduled.

In December 2013 previous Water Department staff, no longer employed by the City, provided written authorization for Lewis, Yockey & Brown to proceed with design of the water main improvements. Documentation exists that City staff and Lewis, Yockey & Brown worked toward completing a contract for this work, though an executed contract was not finalized.

Recently, Water Department staff has been working closely with the Finance Department in order to gain a better understanding of the process and required procedures related to the procurement process. The Water Department expects that these additional discussion and training efforts will eliminate future requests such as this one.

Upon completion of the design work by Lewis, Yockey & Brown, and further review by other Water Department staff, it was determined that the design and construction of this section of water main replacement was not budgeted. Therefore, staff determined that the construction of the completed design could not commence and the sanitary sewer installation proceeded without coordinated construction of the water main.

Document indicates that Lewis, Yockey & Brown submitted invoices in the spring and summer months of 2014 for their design development effort. No payment for their efforts have been made by the City to date. Deliverables for the design of the water main have been received by the City and will be maintained for potential future construction of the water main replacement.

Staff recommends that a Purchase Order in the amount of $31,819.50 be approved to compensate Lewis, Yockey & Brown for their efforts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: Sufficient funds are available in the FY 2016 Budget under the Water Transmission & Distribution - Other Professional & Technical Services account (50100120-70220) to cover the cost if approved. Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on page 119.

Respectfully submitted for Council consideration.

Prepared by: Robert D. Yehl, PE, Water Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffery R. Jurgens, Corporate Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Lewis, Yockey & Brown Summary Statement Invoice

Motion:
That a Purchase Order be executed in the amount of $31,819.50 to Lewis, Yockey & Brown, Inc. for the design of a water main replacement on Emerson Street, and authorize the City Manager and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

Statement

Lewis, Yockey & Brown, Inc
505 N. Main Street
Bloomington, IL 61701
309-829-2552

CITY OF BLOOMINGTON - Water Dept.
ATTN: Bob Yehl, Director
603 W. Division Street
Bloomington, IL 61701

Statement date: 9/9/2015

	Invoice Number	Invoice Date	Amount
CITY OF BLOOMINGTON - Water Dept.			
4018.83 Emerson Street 8" Water Main Replacement - Foley Avenue to 1000' East			
	41316	2/26/2014	13,850.30
	41361	3/31/2014	963.50
	41403	4/30/2014	3,864.05
	41494	5/30/2014	4,404.55
	41570	6/30/2014	8,737.10
		Client Outstanding	31,819.50

CITY OF BLOOMINGTON - Water Dept.						
Outstanding	**Current**	**31-60 Days**	**61-90 Days**	**91-120 Days**	**121+ Days**	**Prepayment**
31,819.50	0.00	0.00	0.00	0.00	31,819.50	0.00

CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: November 9, 2015

SUBJECT: Consideration and approval of a Resolution authorizing a change order to George Gildner Inc. for the water main replacement on Parkview Phase 3 Purchase Order No. 20140389 in the amount of $41,760.98.

RECOMMENDATION/MOTION: That a Resolution be adopted authorizing a change order in the amount of $41,760.98 to George Gildner Inc. for the relocation of the Parkview Phase 3 water main replacement project, and the City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term and 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The City Council awarded Georage Gildner Inc. a contract on April 28, 2014 to construct a new water main along Barker, Beyer, and Livingston Streets in the Parkview subdivion on the west side of Bloomington. The new water main along Barker Street was designed to be located in the sidewalk area on the east side of Barker Street. The water main was originally designed to be located in the sidewalk due to the street being resurfaced in 2012. The original design was approved by previous Water Department staff, no longer employed by the City.

During the pre-construction meeting held with the contractor in September 2014 it was discovered that there were a number of conflicts with the design that located the new water main in the sidewalk. The conflicts were not discovered prior to the pre-construction meeting due to the lack of staff review of the design work and adequate oversight and coordination with the project designer. The Water Department will be more engaged in the design development of future projects and will perform a more comprehensive review of future project contract documents.

After the pre-construction meeting Water Department staff met with the City's Parks & Recreation Department and with the Interim Assistant City Manager, who is no longer employed by the City, and agreed that the water main should be relocated to the street due to the conflicts. The Interim Assistant City Manager authorized the field changes to avoid the conflicts that are listed below.

- There were a number of mature trees that would have been damaged during the construction.
- A number of homeowners had constructed landscape areas within the city right away.

- Fences had been built along the city right away that would have had to be removed.

The construction of the project is complete, and due to administrative oversight, a change order for this work has not been processed or approved by City Council. Staff recommends that a Change Order in the amount of $41,760.98 be approved to compensate George Gildner, Inc. for their efforts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The residents were notified prior to the construction of the project.

FINANCIAL IMPACT: Sufficient funds are available in the FY 2016 Budget under the Water Transmission & Distribution - Water Main Construction & Improvement account (50100120-72540) to cover the cost if approved. Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on page 120.

Respectfully submitted for Council consideration.

Prepared by:	Brett Lueschen, Superintendent of Water Distribution
Reviewed by:	Robert D. Yehl, PE, Water Director
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Jeffery R. Jurgens, Corporate Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- April 28, 2014 Parkview Phase 3 Water main Construction Council Memo
- Change Order Application for Payment
- Resolution No. 2015
- Location Maps of Original Routing and Revised Routing

Motion: That a Resolution be adopted authorizing a change order in the amount of $41,760.98 to George Gildner Inc. for the relocation of the Parkview Phase 3 water main replacement project, and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

CITY OF Bloomington ILLINOIS

FOR COUNCIL: April 28, 2014

SUBJECT: Analysis of Bids and Approval of Contract for the Water Infrastructure Replacement in the Parkview Area - Phase III and the Parmon Rd. Area - Phase I

RECOMMENDATION/MOTION: That the base bid price of $416,932 for the Parkview Area - Phase III water infrastructure improvements and $431,324 for the Parmon Rd. Area - Phase I water infrastructure improvements be accepted from George Gildner, Inc. for a contract total of $848,256, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term, and 5e. Investing in the City's future through a realistic, funded capital improvement program.

BACKGROUND: For the Parkview Area, (map provided), this is an older west side residential neighborhood that has been the site of numerous water main failures through the years. The Parkview Area Project - Phase III, is bounded on the north by Miller St., on the east by Livingston St., on the south by Beyer St., and on the west by the Barker St.

Phase I of the Parkview Area project was completed in the spring 2008. It was a neighborhood water system improvement project and involved the installation of replacement water infrastructure on Livingston St. from Beyer to Tokio St., Tokio from Livingston to Hinshaw Ave., Barker from Tokio to Beyer and the alley between Barker and Hinshaw, south of Tokio.

Phase II of the Parkview Area project, completed in 2011, involved the replacement of the water infrastructure on Miller St. from Barker to the railroad tracks, a portion of Pancake St. between Miller and Wood St., Hinshaw from Miller to Wood and Barker from Miller to Wood. The project also involved the installation of four (4) new or replacement fire hydrants, the replacement of all water services from the water main to the curb stop. A few homes had the water service installed from the water main into their homes because the existing water main connection was not in the front of the home and their curb stop was either in a side or back yard. Additionally, two (2) old undersized water mains: a six inch (6") main and a two inch (2") line, that ran through now abandoned alleys were abandoned in place were no longer in use when the project was completed.

Parkview Area project Phase III will involve the replacement of water infrastructure in an area bounded on the north by Miller, on the east by Livingston, on the south by Beyer, and on the west by the Barker.

The Parmon Rd. Area Project - Phase I, (map provided), is another older residential neighborhood on the east side of the City and has been the site of numerous water main failures in recent years, including several this winter. The Parmon Rd. Area Project - Phase I will replace the existing water infrastructure and runs along Parmon for its entire length from the south at Lincoln St. to the north at Peirce Ave.

Both projects will utilize eight inch (8") cement lined, ductile iron water main. Ductile iron water main is more flexible than cast iron pipe and with it being lined, (a thin coat of cement is manufactured into the inside of the pipe), and the water does not come in direct contact with the ductile iron. This lining will greatly reduce the corrosion (rust) forming inside the pipe. All the water services will be renewed along the route of the water infrastructure replacement, new main line valves will be replaced and new fire hydrants will be installed, improving fire protection in the areas.

This water infrastructure bid is a new approach in that it places added emphasis on completion of these projects in a timely manner. The format is known as an "A plus B" format whereby the bid price and possibly the amount of time (work days) the bidder submits for the completion of the project are taken into account.

If two (2) identical low bid prices are submitted, the amount of days for completion that the bidders submitted are multiplied by $500, (the dollar amount of the contractual early completion incentive or late completion penalty), and added to the low base bid price to determine an overall A plus B bid amount. The low A plus B bid amount is the overall low bidder.

The amount of days submitted by the successful low bidder becomes the basis for the early completion incentive or late completion penalty. Therefore, in this style of bidding, the bidder with the outright low, qualified bid is the successful low bidder. However, as mentioned previously, if the bid prices are identical, the bidder with a tie bid amount but with the earliest completion date would be the successful bidder.

Both of these projects also have an early completion incentive of $500/day up to a maximum of fifteen (15) days or a total of $7,500. It should be noted that this project also has the standard liquidated damages of $500/day, (with no maximum), for being late on the project.

Requests for bids for the above-mentioned project were advertised and six (6) plan sets were picked up by interested contractors. Four (4) sealed bids for the project were opened at 2:00 PM, April 9, 2014. Unfortunately, one (1) contractor was late with their bid and that bid was rejected. The following is the summary of the bids received by the deadline, from the lowest to the highest:

George Gildner, Inc.*	Base Bid Parkview Area - Phase III	$416,932.00
Bloomington, IL	Base Bid Parmon Road Area - Phase I	$431,324.00
	Total Base Bid	$848,256.00
	Possible early completion incentive (up to)	$7,500.00
Stark Excavating, Inc.	Base Bid Parkview Area - Phase III	$401,211.00
Bloomington, IL	Base Bid Parmon Road Area - Phase I	$473,766.00
	Total Base Bid	$874,977.00
	Possible early completion incentive (up to)	$7,500.00
G. A. Rich & Sons, Inc.	Base Bid Parkview Area - Phase III	$411,718.00
Deer Creek, IL	Base Bid Parmon Road Area - Phase I	$464,673.00
	Total Base Bid	$876,391.00
	Possible early completion incentive (up to)	$7,500.00
Walker Excavating Co., Inc.	Base Bid Parkview Area - Phase III	$414,339.67
Peoria, IL	Base Bid Parmon Road Area - Phase I	$469,700.52
	Total Base Bid	$884,040.19
	Possible early completion incentive (up to)	$7,500.00
Engineers' Estimate	Parkview Area - Phase III	$430,000.00
	Base Bid Parmon Road Area - Phase I	$460,000.00
	Total	$890,000.00
	Possible early completion incentive (up to)	$7,500.00
FY 2014 Capital Budget	Parkview Area - Phase III	$350,000.00
	Base Bid Parmon Road Area - Phase I	$500,000.00
	Total	$850,000.00
	Possible early completion incentive (up to)	$7,500.00

*Recommended, responsible low bidder.

Staff and Clark-Dietz, design engineering firm, Inc. have analyzed the bids. One bidder, (G. A. Rich & Sons, Inc., the third lowest bidder), failed to include the two (2) addendums in the bid package although this bidder did acknowledge the addendums on the bid package envelope. Acknowledgment of the addendums is the critical issue for the City in that it signifies that all bidders were aware of any questions, answers or clarifications that arose during the pre-bid meeting.

The City's advertisement for bids contains the following language, "The City reserves the right to reject any and all bids and waive technicalities in bidding". Staff views the failure to include the addendums in the bid submittal envelope while acknowledging the receipt of the addendums on the outside of their sealed envelope as a minor technicality.

A minor technicality is one, which is merely a matter of form and not of substance or pertains to some immaterial or inconsequential defect or variation of a bid from the exact requirement in the Invitation for Bid, the correction or waiver of which would not be prejudicial to other bidders. The defect or variation in the bid is immaterial when its significance as to price, quantity or quality or delivery is trivial or negligible when contrasted with the total cost or scope of the supplies or services being procured. Failure to acknowledge the return of an addendum on the outside of an envelope, failure to return the addendum in the bid envelope, a small mathematical error and the use of a form equal in substance to the form provided in the specifications are examples of minor technicalities that may be waived.

Although the bidder that did not submit the addendums in the bid package envelope, G. A. Rich & Sons, Inc. was not the successful low bidder, and staff recommends that this bid be accepted as well.

It should be noted that all of the bids were close to one another and below the Engineer's Estimate. From the lowest bid to the highest bid, the difference was only 4.2% or about $36,000 on an $848,000 project. This would indicate that the bidders understood the scope and difficulty of the project. Additionally, the number of days submitted for completion ranged from 140 to 150 days and again indicates the bidders were in general accord with the length of time it would take to finish the project. Lastly, the project (bid as one (1) project but identified as two (2) projects in the capital budget), was less than the combined budget amount for the two (2) projects contained in the FY 2014 Water Department's capital budget.

Staff recommends the acceptance of the lowest bid from George Gildner, Inc. in the amount of $848,256.00. With early completion of this project from the 146 days submitted in the bid, the contractor can earn up to a maximum of $7,500 at $500 per day for a total of fifteen (15) days.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The bid was released March 13, 2014. Invitations to bid were sent to all known local providers and published in the Pantagraph on March 13, 2014. Bids were due and opened on April 9, 2014.

FINANCIAL IMPACT: Payment for the construction of these water infrastructure improvements will be made from the Water Transmission Distribution - Water Main Construction & Improvement account (50100120 - 72540). These two (2) projects were

budgeted in the FY 2014 Budget for $850,000.00. Stakeholders can locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement Program" on page 140.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Maps

Motion: That the base bid price of $416,932 for the Parkview Area - Phase III water infrastructure improvements and $431,324 for the Parmon Rd. Area - Phase I water infrastructure improvements be accepted from George Gildner, Inc. for a contract total of $848,256, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

APPLICATION FOR PAYMENT

To:
City of Bloomington
Water Department
603 W. Division St.
Bloomington, IL 61701

From Contractor:
George Gildner, Inc.
2031 Ireland Grove Road
PO Box 846
Bloomington, IL 61702

PROJECT:
201404
PARKVIEW PHASE 3
PARMON PHASE 1
WATER MAIN REPLACEMENT

VIA ARCHITECT:

CONTRACT FOR:

Application No.:	Application Date:	Period To:	Contract Date:
10	SEP 2,2015	SEP 2,2015	SEP 29,2014

Project Nos:

Distribution List: [x] Owner [ ] Construction Mgr [ ] Architect [ ] Field [ ] Contractor [ ] Other

Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount: $ 848,256.00
2. Net of Change Orders: $ 41,760.98
3. Net Amount of Contract: $ 890,016.98
4. Total Completed & Stored to Date: $ 890,016.98
5. Retainage Summary:
   a. 0.00 % of Completed Work $ 0.00
   b. 0.00 % of Stored Material $ 0.00
   Total Retainage: $ 0.00
6. Total Completed Less Retainage: $ 890,016.98
7. Less Previous Applications: $ 815,948.90
8. Current Payment Due, This Application: $ 74,068.08
9. Contract Balance (Including Retainage): $ 0.00

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	41,760.98	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	41,760.98	0.00
NET of Change Orders:	41,760.98	

CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature) _____
George Gildner, Inc.
Date: SEP 2,2015
State Authorized: Illinois
County of:

Subscribed and sworn to before me this _____ day of _____
Notary Public: Jonathan W. Gildner
My Commission expires: February 15, 2016

ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment.
The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED:

_____ Date: _____
(Architects Signature)

To Owner(Signature)_____

Software by: PEM Software Systems, Inc. 1-800-803-1315 Copyright 2012 ©

RESOLUTION NO. 2015 -

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF $41,760.98 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND GEORGE GILDNER INC. FOR THE WATER REPLACEMENT IN THE PARKVIEW SUBDIVION.

WHEREAS, the City of Bloomington has previously entered into a contract with Gildner Inc.

WHEREAS, for the reason due to a number of conflicts with the design that located the new water main in the sidewalk. The conflicts were not discovered prior to the pre-construction meeting due to the lack of staff review of the design work and adequate oversight and coordination with the project designer. The Water Department will be more engaged in the design development of future projects and will perform a more comprehensive review of future project contract documents.

After the pre-construction meeting Water Department staff met with the City's Parks & Recreation Department and with the Interim Assistant City Manager, which is no longer employed by the City and agreed that the water main should be relocated to the street due to the conflicts. The Interim Assistant City Manager authorized the field changes to avoid the conflicts that are listed below.

- There were a number of mature trees that would have been damaged during the construction.
- A number of homeowners had constructed landscape areas within the city right away.
- Fences had been built along the city right away that would have had to be removed.

WHEREAS, the change is germane to the original contract as signed and is in the best interest of the unit of State or local government and authorized by law.

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of $41,760.98 in the contract between the City of Bloomington and be approved.

ADOPTED this 9th day of November, 2015.

APPROVED this ____ day of November, 2015.

CITY OF BLOOMINGTON **ATTEST**

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporation Counsel

CITY OF BLOOMINGTON

3/4/2011

Water Department

Parkview Phase 3

160 80 0 Feet

CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: November 9, 2015

SUBJECT: Consideration of approving waiving the Formal Bid Process, as a Limited Source, and approve a Contract for an Urgent Upgrade of the Supervisory Control and Data Acquisition (SCADA) System Controls.

RECOMMENDATION/MOTION: Staff recommends that Council approve waiving the formal bid process, as a Limited Source, for an upgrade of the SCADA system controlling the Division Pump Station, Enterprise Pump Station, Lake Evergreen Pump Station, and the new Water Treatment Plant filters. Services to be performed by Starnet Technologies, Inc., at the quoted price of $139,357.80 and the City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 – Upgrade City Infrastructure and Facilities; Goal 5 – Great
Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objective B – Quality water for the long term; Objective A – Well-planned City with necessary services and infrastructure

BACKGROUND: The Water Department Supervisory Control and Data Acquisition (SCADA) system is over 25 years old and is in need of increasing maintenance. The SCADA system provides the connectivity between various pump stations and the water treatment plant, as well as within the water treatment plant itself. For example, in response to data collected from field instruments, the controller can issue command to open valves when a certain pressure is reached, or to start a pump if flow rate decreases below set point. All of these pre-programmed instructions are written using Advance Communications & Control Oriented Language (ACCOL). PC workstations are equipped with Supervisory Control and Data Acquisition (SCADA) software packages (such as Intellution iFIX) that allow the presentation of data to an operator in the form of graphical displays, trends, and printed log or reports. This programming language (ACCOL) was developed in the 1970s and has become the standard software programming language for Bristol Babcock remote terminal units (RTU) installed in the City's water plant and pump stations to communicate to SCADA. The software (ACCOL developed in the 1970s) is extremely old and not many system integrators are familiar with this software programs. Currently, the Department utilizes a SCADA system integrator, Starnet Technologies, Inc., on a contractual basis, to provide maintenance for the above. Staff has worked with this system integrator for several years and finds the firm to be professional, responsive and cost-effective.

Starnet Technologies, Inc. has provided SCADA integration services for the City for over 25 years and knows the SCADA system extremely well. The City still utilize Bristol Babcock

remote terminal unit (RTU) in the Water Treatment Plant, as well as in the pump stations. The Bristol Babcock RTU (electronic card CPUs and power regulators) have become obsolete. Staff has spent many man-hours exhausting efforts to obtain spare parts. Currently, the electronic CPUs and power supply regulators of Bristol Babcock RTU have failed in the Water Treatment Plant and the City is unable to obtain spare parts. Therefore, we are in the tenuous position of having a future failure and no immediate way to fix the failure.

Through previous purchase orders, Starnet Technologies, Inc. has started the upgrading of the existing obsolete Bristol Babcock RTU in stages. In 2012, Fort Jesse stations (station A and station B) were converted from Bristol Babcock RTU to Allen Bradley programmable logic controllers (PLC). In 2014, the Clarifiers at the Water Treatment Plant were converted to the same programmable controllers. With recommendations from Starnet Technologies Inc., together with departmental meetings, it was agreed upon that the conversion to programmable logic controllers from obsolete Bristol Babcock RTU is critical in these locations: Division pump station, Enterprise pump station, Lake Evergreen pump station, and New Water Plant Filters (Total of six Bristol Babcock remote terminal units will be converted to Allen Bradley programmable logic controllers (PLC). These are not the only locations with an obsolete Bristol Babcock RTU (electronic card CPUs and power supply regulators) but need to be addressed now before staff is able to begin planning for a SCADA Master Plan.

The Water Department is in the process of preparing a SCADA Master Plan Request for Proposal (RFP) within the next few months. The Request for Proposal will provide Consulting Design and Construction Services for the upgrade and replacement of the City of Bloomington Water Treatment Plant and Pump Station SCADA system (it is anticipated that Bristol Babcock RTU will be upgraded to Allen Bradley PLC as part of the Master Plan). The Master Planning process will provide an opportunity for other SCADA system integrators maintenance services for all the component of our SCADA system including hardware, software and communications (with the exception of computer, networking and communications provided by the City's IS Department).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: Sufficient funds are available in the FY 2016 Budget under the Water Purification - Engineering Services account (50100130-70050) to cover the cost if approved. Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on page 124.

Respectfully submitted for Council consideration.

Prepared by:	Jesus Tubia, Superintendent of Mechanical Services
Reviewed by:	Robert Yehl, PE, Water Director
Reviewed by:	Scott A. Sprouls, Information Services Director
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager

Legal review by: Jeffery R. Jurgens, Corporate Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Starnet Technologies, Inc. Quote - Division Pump Station and Enterprise Station (PLC Conversion)
- Starnet Technologies, Inc. Quote - Lake Evergreen Pump Station and New Plant Filters (PLC Conversion)
- Contract
- Limited Source Justification Form

Motion: Staff recommends that Council approve waiving the formal bid process, as a Limited Source, for an upgrade of the SCADA system controlling the Division Pump Station, Enterprise Pump Station, Lake Evergreen Pump Station, and the new Water Treatment Plant filters. Services to be performed by Starnet Technologies, Inc., at the quoted price of $139,357.80 and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

Starnet
TECHNOLOGIES
P.O. BOX 374
FRANKSVILLE, WI 53126-0374
PHONE: (262) 886-0228
FAX: (262) 886-0221

QUOTE NUMBER: 2159Q

DATE: 10/12/2015
PREPARED BY: JIM REDFORD
PROJECT: DIVISION/ENTERPRISE UPGRD

QUOTATION

ATTENTION: JESUS TUBIA
BLOOMINGTON WATER UTILITY

ITEM NO.	ITEM NAME	DESCRIPTION / NOTES	QTY
	DESCRIPTION	THIS PROPOSAL IS FOR THE UPGRADING OF SYSTEMS AT DIVISION STREET AND ENTERPRISE ZONE. INCLUDED IS THE REPLACEMENT OF EXISTING (BRISTOL 3330) RTUs, TOUCHSCREENS, AND ASSOCIATED DEVICES AS INDICATED BELOW. NEW COMPONENTS BEING PROVIDED TO BE INSTALLED ON METAL SUBPANELS IDENTICAL IN SIZE TO EXISTING BRISTOL RTUs. AFTER TESTING IS COMPLETE, THE EXISTING RTUs WILL BE REMOVED AND NEW PLCs INSTALLED IN THEIR PLACE.	1
1.1	PLC	ROCKWELL COMPACTLOGIX PROGRAMMABLE LOGIC CONTROLLER WITH THE FOLLOWING MODULES IN QUANTITIES AS NECESSARY TO ACCOMODATE THE I/O OF THE EXISTING RTUs BEING REPLACED: - CPU/PROCESSOR 2MB MEMORY - 4A 24V DC POWER SUPPLY - ANALOG I/V INPUT MODULE (8-CHANNEL) - DIGITAL 24V DC INPUT MODULE (32-POINT) - ANALOG CURRENT OUTPUT MODULE (4-CHANNEL) - RELAY OUTPUT AC/DC MODULE (8-POINT) - RIGHT END CAP	2
1.2	TOUCHSCREEN	PANELVIEW PLUS 6 OPERATOR INTERFACE TERMINAL, 12-INCH, COLOR, 24V DC INPUT	2
1.3	NETWORK SWITCH	UNMANAGED NETWORK SWITCH, 4 COPPER RJ45 PORTS, 2 FIBER ST MULTIMODE PORTS	2
1.4	POWER SUPPLY	240 WATT, 10AMP, 24V DC OUPUT, 115V AC INPUT	2
1.5	UPS	UNINTERRUPTIBLE POWER SUPPLY SYSTEM, 240VA, 10A, 24V DC, DIN RAIL MOUNT, POWER & BATTERY MODULE	2
1.6	ADDITIONAL HARDWARE	CUSTOM SUBPANELS, TERMINALS, BRACKETS, WIRE, WIRE DUCT, ETC. AS REQUIRED	1
2	SERVICES	INTEGRATION & INSTALLATION SERVICES INCLUDE THE FOLLOWING: - PROGRAMMING & CONFIGURATION OF PROVIDED EQUIPMENT - CUSTOM CAD DRAWINGS DEPICTING NEW CIRCUITS - FACTORY TESTING OF PROVIDED EQUIPMENT PRIOR TO INSTALLATION - FIELD INSTALLATION & REMOVALS OF EXISTING TO BE REPLACED - STARTUP & TRAINING OF OWNER'S PERSONNEL	1
X	SPECIFICALLY EXCLUDED	THE FOLLOWING ARE NOT INCLUDED IN THIS PROPOSAL: - FIBER COMMUNICATION CABLE OR INSTALLATION THEREOF - TAX(ES), ADD IF APPLICABLE - ANY ITEMS NOT LISTED IN THIS PROPOSAL	

Total NET Price: $47,925.00

Thank you for the opportunity to provide this proposal. Please sign below and return a copy of this proposal to accept terms and conditions and to purchase the listed items and services as described herein. The terms and conditions listed in the "STI Standard Terms and Conditions 150305" document take precendence over all others. If you do not have or did not receive an up-to-date copy of the "STI Standard Terms and Conditions 150305" document please request one. Proposal is subject to change due to changes in project conditions.

Signature:_____

STI Standard Terms and Conditions 150305

ITEMS AND SERVICES
Scope of Supply is limited to the items and services that are specifically named and/or described within the Quotation.

PRICING AND PAYMENT
Pricing is valid for ninety (90) days. Terms are NET 30. Add 1.5% per month for late payment. Pricing is based on the information available at the time of this proposal. Pricing includes items listed in this proposal within the nature outlined in this document. Seller may charge partial payments, progress payments, for item(s) as they are available for delivery even if the customer is not ready to receive the item(s).

TAXES
In Wisconsin we will add tax unless customer has provided a resale or exemption certificate with the purchase order. Purchases made outside of Wisconsin, customer is responsible for paying state use tax directly if applicable.

PURCHASE
Starnet Technologies requires either a signed and returned copy of this proposal or a purchase order which references this proposal. Starnet Technologies is an equipment manufacturer and supplier, not a subcontractor, and as such will not accept a subcontract.

CANCELLATION
Cancellation of purchase is only allowed with sufficient notice as determined by the seller. Seller may charge a percentage of the total sale price for partial completion occurring prior to order cancellation.

RETURNS AND EXCHANGES
Full or partial returns and/or exchanges are subject to the seller's discretion. Additional charges may be added for exchanges if it is evident that the exchange is due to design or specification errors or inadequacies which are outside of the seller's control or influence. Charges for exchanges will be based on the cost(s) for additional time and material as determined by the seller. Additional charges will be added for returns if they are not covered under agreed upon warranties during the warranty period.

FORCE MAJEURE
Seller is not responsible for any damages or losses that are due forces outside of its reasonable control. These include but are not limited to acts of God, improper handling or storage by purchaser, acts of government or government agencies, floods, fires, lightning strikes, etc. Seller will be given adequate time added to project deadlines to provide replacements for items covered under warranty or purchased in addition to original order.

SUBMITTALS
Submittal documents, if required and included in this proposal, (CAD drawings, data sheets, and other required information) should be available in 4 to 8 weeks after receipt of purchase. Up to seven (7) Hard Copies and one (1) Electronic Copy, if required, will be provided upon request after receipt of purchase. Each additional Hard Copy submittal required will be charged at one-hundred dollars ($100.00) per copy. Return of approved submittal and/or signed copy of approved review sheet is treated as notice to begin production. Resubmittal(s), if required, will be provided at no additional charge if originals are returned for edits/additions/replacements. Resubmittal(s), if required, will be charged at one-hundred dollars ($100.00) per copy if originals are not returned.

EQUIPMENT CABLES
If cables are provided as integral to equipment (e.g. Floats, Transducer, Mag. Meter Cables) they will be provided at fifty (50) feet length standard. Each additional foot will be charged as an adder with pricing being dependent on equipment manufacturer's current rate.

DELIVERY
Freight for items included in this proposal is provided for shipment to one location. The location of delivery is presumed to be either the jobsite or the customer's facility. Offloading of equipment upon delivery is not included. Customer or Contractor must provide means for offloading equipment. Some equipment may require a crane or forklift to offload, if a machine is required for offloading it is to be provided and scheduled by the Customer or Contractor.

INSURANCE
Insurance will be provided for equipment stored at our facility and in transport when delivered by a Starnet Technologies provide truck. Starnet provided insurance does not cover equipment once it is in the possession of the Customer or Contractor.

SCHEDULING
A two (2) week notice for scheduling of any site visits is recommended. Starnet technicians who perform start-up and similar duties often have appointments and obligations up to two (2) weeks out. Starnet will try to accommodate with a shorter notice if we have someone available. Scheduling is based on a first come first served basis.

START-UP
If Start-up is applicable to this project and listed in the "Scope of Supply" for this proposal, one day of on-site or phone support is included. A time and material charge will be added for additional site visits if they are due to insufficient facilities or causes outside of the responsibility of Starnet Technologies.

WARRANTIES
A one (1) year warranty is provided standard on Starnet provided equipment. On-site work for warranty covered replacements is not included and will be charged at standard time and material rates as applicable. Warranties may be voided by improper installation, unauthorized modifications, or inadequate storage of provided equipment. Warranty period begins at the time of start-up.

TRAINING
If Training is applicable to this project and listed in the "Scope of Supply" for this proposal, one day of on-site training is included. Additional time required for training will be charged at our standard rates.

OPERATION AND MAINTENANCE MANUALS
Operation and maintenance manuals, if applicable and listed in this proposal, will be available at or after startup of provided equipment. These manuals, if provided, will not be provided until receipt of final payment. Up to four (4) Hard Copies and one (1) Electronic Copy, if required, are included in this proposal. Each additional Hard Copy of Operation and Maintenance required will be charged at one-hundred dollars ($100.00) per copy.

CONFIDENTIALITY
This proposal has been provided with the confidence that it will not be shared with or presented in whole or in part to anyone who is a competitor of Starnet Technologies. The information contained in this document is confidential in nature and is strictly intended to be viewed by customers and official representatives of Starnet Technologies and/or specific product lines manufactured by Starnet Technologies (e.g. Arrow products).

AGREEMENT
By signing and returning or providing a purchase order which references this proposal the purchaser acknowledges that they have read, understand, and agree to the terms and conditions of this proposal. If there are any questions or comments in regards to any of the items, services, terms, or conditions of this proposal please contact Starnet Technologies or an official representative as applicable.

Starnet
TECHNOLOGIES
P.O. BOX 374
FRANKSVILLE, WI 53126-0374
PHONE: (262) 886-0228
FAX: (262) 886-0221

QUOTE NUMBER: 2163Q

DATE: 10/23/2015
PREPARED BY: STEVEN GRINDELAND
PROJECT: NEW PLANT RTU UPGRADE

QUOTATION

ATTENTION: BLOOMINGTON WATER PLANT
RE: NEW PLANT RTU UPGRADE

ITEM NO.	ITEM NAME	DESCRIPTION / NOTES	QTY
1.2	FILTER LOOP CONTROLLERS	(*1) UPGRADE EXISTING FILTER LOOP CONTROLLERS LOCATED IN THE NEW PLANT FILTER GALLERY: - 7" COLOR TOUCHSCREEN HMC (HMI + PLC COMBO) - PLUG-IN I/O MODULE -- 4 ANALOG INPUTS, 2 ANALOG OUTPUTS - POWER SUPPLY, DIN-RAIL, 60W THESE COMPONENTS WILL BE ASSEMBLED ON A MOUNTING PLATE. THE TOUCHSCREEN AND PLC WILL BE CONFIGURED / PROGRAMMED TO REPLACE THE REQUIRED FUNCTIONS OF THE EXISTING HONEYWELL LOOP CONTROLLERS. EACH UNIT REQUIRES AN ETHERNET CONNECTION TO THE FILTER CONTROL PANEL BY OWNER. INSTALLATION OF CONTROLLERS WILL BE BY OWNER.	6
1.3	PROTOCOL SERVER	(*6) INDUSTRIAL ETHERNET GATEWAY PROTOCOL CONVERTER FOR COMMUNICATIONS BETWEEN THE FILTER PLCs AND LOOP CONTROLLERS.	2
1.4	ETHERNET SWITCH	(*5) INDUSTRIAL 16 PORT ETHERNET SWITCH - UNMANAGED.	1
1.5	RADIO EQUIPMENT	(*7) EXISTING SERIAL RADIO TRANSCEIVERS WILL BE UPGRADED TO 900MHz ETHERNET RADIO TRANSCEIVERS. EXISTING ANTENNA WILL BE REUSED. ANTENNA CONNECTIONS BY OWNER.	3
1.6	EVERGREEN UPS	(*8) UNINTERRUPTIBLE POWER SUPPLY, 10A, 22.5-30V DC, DIN RAIL	1
2	SERVICES	INTEGRATION & INSTALLATION SERVICES INCLUDE THE FOLLOWING: - PROGRAMMING & CONFIGURATION OF PROVIDED EQUIPMENT - CUSTOM CAD DRAWINGS DEPICTING NEW CIRCUITS - FACTORY TESTING OF PROVIDED EQUIPMENT PRIOR TO INSTALLATION - STARTUP & TRAINING OF OWNER'S PERSONNEL	1
X	SPECIFICALLY EXCLUDED	THE FOLLOWING ARE NOT INCLUDED IN THIS PROPOSAL: - ETHERNET COMMUNICATION CABLE OR INSTALLATION THEREOF - INSTALLATION OF FILTER LOOP CONTROLLERS - TAX(ES), ADD IF APPLICABLE - ANY ITEMS NOT LISTED IN THIS PROPOSAL	1

Total NET Price: $91,432.80

Thank you for the opportunity to provide this proposal. Please sign below and return a copy of this proposal to accept terms and conditions and to purchase the listed items and services as described herein. The terms and conditions listed in the "STI Standard Terms and Conditions 150305" document take precendence over all others. If you do not have or did not receive an up-to-date copy of the "STI Standard Terms and Conditions 150305" document please request one. Proposal is subject to change due to changes in project conditions.

Signature:_____

Starnet
TECHNOLOGIES
P.O. BOX 374
FRANKSVILLE, WI 53126-0374
PHONE: (262) 886-0228
FAX: (262) 886-0221

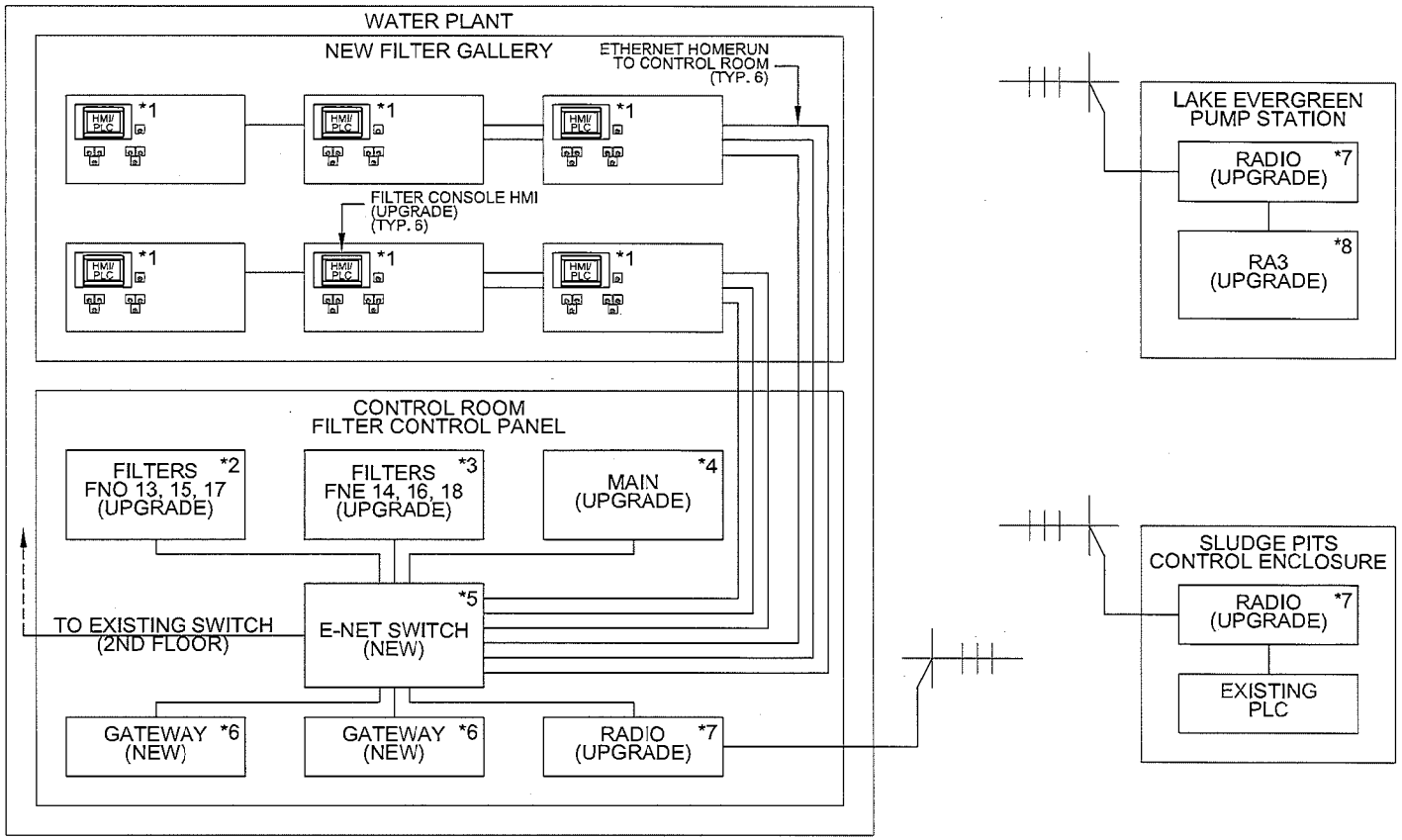
QUOTE NUMBER: 2163Q

DATE: 10/23/2015
PREPARED BY: STEVEN GRINDELAND
PROJECT: NEW PLANT RTU UPGRADE

QUOTATION

ATTENTION: BLOOMINGTON WATER PLANT
RE: NEW PLANT RTU UPGRADE

ITEM NO.	ITEM NAME	DESCRIPTION / NOTES	QTY
	OVERVIEW	THIS PROPOSAL IS FOR THE UPGRADING OF SYSTEMS AT THE BLOOMINGTON WATER PLANT. INCLUDED IS THE REPLACEMENT OF EXISTING (BRISTOL 3330) RTUs, FILTER LOOP CONTROLLERS, RADIO EQUIPMENT, AND ASSOCIATED DEVICES AS INDICATED BELOW. REFER TO THE ATTACHED DIAGRAM FOR EQUIPMENT LOCATIONS.	1
1.1	RTU UPGRADE	UPGRADE THREE (BRISTOL 3330) RTUs IN THE FILTER CONTROL PANEL LOCATED IN THE PLANT CONTROL ROOM AND ONE LOCATED AT THE LAKE EVERGREEN PUMP STATION: (*2) NEW FILTERS ODD - FNO (*3) NEW FILTERS EVEN - FNE (*4) MAIN (*8) LAKE EVERGREEN - RA3 THESE RTUs WILL BE UPGRADED TO THE FOLLOWING: ROCKWELL COMPACTLOGIX PROCESSOR, 2MB MEMORY, DUAL ETHERNET W/ DLR CAPABILITY, 16 I/O EXPANSION, 32 ETHERNET IP NODES, 1GB SD CARD; WITH THE FOLLOWING MODULES IN QUANTITIES AS NECESSARY TO ACCOMODATE THE I/O OF THE EXISTING RTUs BEING REPLACED: - 4A 24V DC POWER SUPPLY - ANALOG I/V INPUT MODULE (8-CHANNEL) - DIGITAL 24V DC INPUT MODULE (32-POINT) - ANALOG CURRENT OUTPUT MODULE (4-CHANNEL) - DIGITAL 24V DC SINKING OUTPUT MODULE (16-CHANNEL) - RIGHT END CAP EXISTING BRISTOL RTU PROGRAMS WILL BE CONVERTED TO RSLOGIX 5000 LADDER LOGIC. - FIELD INSTALLATION & REMOVAL OF EXISTING RTUs	4



PROPOSAL OVERVIEW

Starnet TECHNOLOGIES
8520 HOLLANDER DRIVE, FRANKSVILLE, WI 53126
P.O. BOX 374 - PH. (262) 886-0228 - FAX (262) 886-0221
STARNETTECH.COM

RTU UPGRADE PROPOSAL
BLOOMINGTON WATER PLANT
BLOOMINGTON, ILLINOIS

BLOOMINGTON, IL	DATE	REVISION
DRAWN BY SHG	DESIGNED BY JBR	
CHECKED BY JBR	REVIEWED BY JBR	
SCALE NONE	DATE 10/26/2015	
CAD FILE NAME BLW RTU UP	10/15	PROPOSAL

PROPOSAL OVERVIEW

1 OF 1

STI Standard Terms and Conditions 150305

ITEMS AND SERVICES
Scope of Supply is limited to the items and services that are specifically named and/or described within the Quotation.

PRICING AND PAYMENT
Pricing is valid for ninety (90) days. Terms are NET 30. Add 1.5% per month for late payment. Pricing is based on the information available at the time of this proposal. Pricing includes items listed in this proposal within the nature outlined in this document. Seller may charge partial payments, progress payments, for item(s) as they are available for delivery even if the customer is not ready to receive the item(s).

TAXES
In Wisconsin we will add tax unless customer has provided a resale or exemption certificate with the purchase order. Purchases made outside of Wisconsin, customer is responsible for paying state use tax directly if applicable.

PURCHASE
Starnet Technologies requires either a signed and returned copy of this proposal or a purchase order which references this proposal. Starnet Technologies is an equipment manufacturer and supplier, not a subcontractor, and as such will not accept a subcontract.

CANCELLATION
Cancellation of purchase is only allowed with sufficient notice as determined by the seller. Seller may charge a percentage of the total sale price for partial completion occurring prior to order cancellation.

RETURNS AND EXCHANGES
Full or partial returns and/or exchanges are subject to the seller's discretion. Additional charges may be added for exchanges if it is evident that the exchange is due to design or specification errors or inadequacies which are outside of the seller's control or influence. Charges for exchanges will be based on the cost(s) for additional time and material as determined by the seller. Additional charges will be added for returns if they are not covered under agreed upon warranties during the warranty period.

FORCE MAJEURE
Seller is not responsible for any damages or losses that are due forces outside of its reasonable control. These include but are not limited to acts of God, improper handling or storage by purchaser, acts of government or government agencies, floods, fires, lightning strikes, etc. Seller will be given adequate time added to project deadlines to provide replacements for items covered under warranty or purchased in addition to original order.

SUBMITTALS
Submittal documents, if required and included in this proposal, (CAD drawings, data sheets, and other required information) should be available in 4 to 8 weeks after receipt of purchase. Up to seven (7) Hard Copies and one (1) Electronic Copy, if required, will be provided upon request after receipt of purchase. Each additional Hard Copy submittal required will be charged at one-hundred dollars ($100.00) per copy. Return of approved submittal and/or signed copy of approved review sheet is treated as notice to begin production. Resubmittal(s), if required, will be provided at no additional charge if originals are returned for edits/additions/replacements. Resubmittal(s), if required, will be charged at one-hundred dollars ($100.00) per copy if originals are not returned.

EQUIPMENT CABLES
If cables are provided as integral to equipment (e.g. Floats, Transducer, Mag. Meter Cables) they will be provided at fifty (50) feet length standard. Each additional foot will be charged as an adder with pricing being dependent on equipment manufacturer's current rate.

DELIVERY
Freight for items included in this proposal is provided for shipment to one location. The location of delivery is presumed to be either the jobsite or the customer's facility. Offloading of equipment upon delivery is not included. Customer or Contractor must provide means for offloading equipment. Some equipment may require a crane or forklift to offload, if a machine is required for offloading it is to be provided and scheduled by the Customer or Contractor.

INSURANCE
Insurance will be provided for equipment stored at our facility and in transport when delivered by a Starnet Technologies provide truck. Starnet provided insurance does not cover equipment once it is in the possession of the Customer or Contractor.

SCHEDULING
A two (2) week notice for scheduling of any site visits is recommended. Starnet technicians who perform start-up and similar duties often have appointments and obligations up to two (2) weeks out. Starnet will try to accommodate with a shorter notice if we have someone available. Scheduling is based on a first come first served basis.

START-UP
If Start-up is applicable to this project and listed in the "Scope of Supply" for this proposal, one day of on-site or phone support is included. A time and material charge will be added for additional site visits if they are due to insufficient facilities or causes outside of the responsibility of Starnet Technologies.

WARRANTIES
A one (1) year warranty is provided standard on Starnet provided equipment. On-site work for warranty covered replacements is not included and will be charged at standard time and material rates as applicable. Warranties may be voided by improper installation, unauthorized modifications, or inadequate storage of provided equipment. Warranty period begins at the time of start-up.

TRAINING
If Training is applicable to this project and listed in the "Scope of Supply" for this proposal, one day of on-site training is included. Additional time required for training will be charged at our standard rates.

OPERATION AND MAINTENANCE MANUALS
Operation and maintenance manuals, if applicable and listed in this proposal, will be available at or after startup of provided equipment. These manuals, if provided, will not be provided until receipt of final payment. Up to four (4) Hard Copies and one (1) Electronic Copy, if required, are included in this proposal. Each additional Hard Copy of Operation and Maintenance required will be charged at one-hundred dollars ($100.00) per copy.

CONFIDENTIALITY
This proposal has been provided with the confidence that it will not be shared with or presented in whole or in part to anyone who is a competitor of Starnet Technologies. The information contained in this document is confidential in nature and is strictly intended to be viewed by customers and official representatives of Starnet Technologies and/or specific product lines manufactured by Starnet Technologies (e.g. Arrow products).

AGREEMENT
By signing and returning or providing a purchase order which references this proposal the purchaser acknowledges that they have read, understand, and agree to the terms and conditions of this proposal. If there are any questions or comments in regards to any of the items, services, terms, or conditions of this proposal please contact Starnet Technologies or an official representative as applicable.

CITY OF BLOOMINGTON
CONTRACT WITH
MCLEAN COUNTY GLASS & MIRROR, INC
FOR
POLICE DEPARTMENT WINDOR REPAIRS

THIS AGREEMENT, dated this 9th day of November, 2015, is between the City of Bloomington (hereinafter "CITY") and MCLEAN COUNTY GLASS & MIRROR, 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. Description of Services. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR $ 139,375.8 . Invoices shall be due and payable within 45 days of submission.

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. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 7. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall not be less than $1,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of $2,000,000 for each occurrence, $2,000,000 in aggregate.

Section 8. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 9. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 10. **Compliance with Laws.** CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 11. **Prevailing Wage.** The following shall apply to this contract:

☐ This contract is not for a "public work" and therefore Prevailing Wage does not apply. ***Initial*:** _____ (City) _____ (CONTRACTOR)

☑ This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
Initial: _____ (City) _____ (CONTRACTOR)

Section 12. Compliance with FOIA Requirements. CONTRACTORfurther 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 agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 13. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. **Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 15. **Attorney Fees**. In the event that any action is filed 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 16. **Paragraph Headings**. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 17. **Term**. The term of this Contract shall be:

- [x] Until all of the services and/or deliverables required to provided within this Contract are completed.
- [ ] From one (1) year from the date of execution.
- [ ] From two (2) years from the date of execution.
- [ ] Other:_____

_____

The Contract shall also be subject to the following renewal terms, if any:_____

_____

Notwithstanding anything herein, the provisions in Sections 6 and 12 shall survive termination.

Section 18. **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

MCLEAN COUNTY GLASS & MIRROR, INC

By: _____
Its_____

By: _____
Its_____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Inspection, repair and replacement of windows and caulking the stone facade at the Bloomington Police Department as described in the attached September 17, 2015 Quote Request and subsequent October 20, 2015 Proposal.

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

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

Vendor:	Amount:	Date:
Starnet Technologies, Inc.	$139,357.80	10/30/2015

Description of item/service: SCADA system controlling the Division Pump Station, Enterprise Pump Station, Lake Evergreen Pump Station, and the new Water Treatment Plant filters.

Vendor # 426

Justification:
See attached.

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

(Name and Signature of Department Head) — Date: 10/30/15

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:
Based on the information provided in Section A and attached supporting documents,
I concur ☒ / do not concur ☐ (see below) with purchase to be a Limited Source.
Do not concur for the following reason(s):

JON C. JOHNSTON — Name and Signature of Purchasing Agent or Designee — Date: 11/2/15

Limited Source Justification for Starnet Technologies, Inc. - SCADA system controlling the Division Pump Station, Enterprise Pump Station, Lake Evergreen Pump Station, and the new Water Treatment Plant filters

October 30, 2015

Justification:

Changing SCADA system integrator for the City's SCADA system could potentially cause instability and create support issues in the event of a problem. No other system integrator is known to the City that can provide this level of support or confidence during the conversion process. Lack of support from Starnet could create immeasurable risk and potentially lead to crippling effect on the operation of SCADA systems and production of our drinking water.

In addition to the expertise brought by Starnet, staff has determined the cost of the improvements quoted by Starnet are fair and reasonable.

Starnet Technologies, Inc. (Starnet), has provided Supervisory Control and Data Acquisition (SCADA) system integration services for the City for over twenty-five years and is very familiar with the system. The City still utilize Bristol Babcock remote terminal units (RTU) in the Water Treatment Plant and Pump Stations. Currently, the electronic CPUs and power supply regulators of Bristol Babcock RTU have failed in the Water Treatment Plant and City is unable to obtain spare parts. Therefore, we are in the tenuos position of having a future failure and no immediate way to fix the failure. For this reason it is critical that this upgrade be performed as soon as possible.

If this upgrade is not completed, water quality data is at risk, possibly losing months of water quality data due to system failure. Extensive man-hours will be spend on overtime to assign people in some location to monitor water quality, and ensure pump stations are operational.

To upgrade the City's Bristol Babcock RTU to Allen Bradley Programmable Logic Controller (PLC), the old programs written in ACCOL will have to be downloaded, read and a determination of its process control sequence performed, and converted to Ladder Logic (a universally SCADA programming Language utilizes by many Water and Waste Water Facilities). The conversion process takes a very specialized skill set. Starnet can accomplish this task by drawing on their knowledge and existing exposure of our SCADA system.

Starnet has performed similar upgrades in the past, having upgraded the Water Treatment Clarifiers, and Fort Jesse Stations (Stations A and Stations B) to PLC. A total of four Bristol Babcock RTUs were converted to Allen Bradley PLC under the previous authorization. The conversion process was a success.

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: November 9, 2015

SUBJECT: Consideration of approving a renewal agreement with CDWG, Inc. for Microsoft Software Enterprise providing maintenance and support for the City's Microsoft license.

RECOMMENDATION/MOTION: That the renewal agreement be approved and the payment to CDWG, Inc. for the 2015 Microsoft Enterprise Agreement (EA) software maintenance and support covering the City's Microsoft licensing, in the amount of $147,576.83, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 4 – City Services delivered in the most cost-effective, efficient manner. Microsoft software licenses (PC/Server operating systems, enterprise databases, office productivity software, etc.) are used by staff within every City department supporting daily operations of the City. As such, it is a critical component of achieving the high level of customer service the City of Bloomington strives for.

BACKGROUND: The City has historically participated in an EA with Microsoft Corporation for the use of all of its Microsoft licenses. These licenses include desktop and server operating systems, enterprise databases, office productivity software, network management software and terminal emulation software used 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 five (5) years of Microsoft EA licensing were:

FY2015	$147,576.83
FY2014	$112,044.64
FY2013	$100,609.64
FY2012	$91,689.08
FY2011	$105,595.37

The 2014 and 2015 payments are higher as a result of Microsoft price increases and a transition from a device licensing model to a user licensing model. Under the device licensing model, Microsoft now requires a license for every possible device from which a user might access network resources. Today's users access information (i.e. emails, files, applications, websites) from desktop PC's, laptop PC's, smart phones, tablets and even home computers. During FY2014, staff research proved that licensing costs would have risen much higher than the proposed $147,576.83 if the City would not have moved to the user licensing model. Under a

user licensing model, each user may access network resources from any number of devices, controlling costs to some degree.

The Microsoft EA is a three year agreement, with licensing costs being spread across all three years. Assuming Council approval, the FY2016 renewal will be the second of the three year agreement. There are provisions within the agreement allowing the City to terminate should funds not be available in future budget years.

The City is able to participate in the Microsoft EA under the State of Illinois Joint Purchasing Contract, under which the State of Illinois has negotiated with Microsoft for lower licensing costs (Contract: Illinois Microsoft EA Agreement, CMS6945110). The Microsoft reseller selected to manage the State of Illinois contract is CDWG, Inc., of Vernon Hills, IL. As such, the City may only participate in the Microsoft EA by purchasing through CDWG.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: The $147,576.83 has been budgeted in the FY 2016 budget under Information Services-Repair/Maintenance Office and Computer Equipment (10011610-70530). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Budget Overview & General Fund" on page 164.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION

Respectfully submitted for Council consideration.

Prepared by:	Scott Sprouls, Information Services Director
Reviewed by:	Alex McElroy, Assistant to the City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales, City Manager

Attachments:

- CDWG, Inc. Sales Quote
- Microsoft Volume Licensing
- State Contract

Motion: That the renewal agreement be approved and payment to CDWG, Inc. for the 2015 Microsoft Enterprise Agreement (EA) software maintenance and support covering the City's Microsoft licensing, in the amount of $147,576.83, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GNGC700	1328378	10/9/2015

BILL TO:
CITY OF BLOOMINGTON
PO BOX 3157

Accounts Payable
BLOOMINGTON , IL 61702-3157

Customer Phone #

SHIP TO:
BLOOMINGTON CITY HALL
Attention To: MEGAN HORATH
109 E OLIVE ST

BLOOMINGTON , IL 61701-5219
Contact: MEGAN
HORATH 309.434.2598

Customer P.O. # EA QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
PHILIPPE STAPP 866.551.9995	ELECTRONIC DISTRIBUTION	Net 30 Days-Govt State/Local	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
540	2084661	MS EA CORE CAL SA PLAT UCAL SLG Mfg#: W06-01072-SLG Contract: MARKET Electronic distribution - NO MEDIA	32.57	17,587.80
160	2078574	MS EA CORE CAL LIC/SA PLAT UCAL SLG Mfg#: W06-01066-SLG Contract: MARKET Electronic distribution - NO MEDIA	58.62	9,379.20
540	3285065	MS EA WIN ENT SNGL SA Mfg#: CW2-00307-SLG Contract: MARKET Electronic distribution - NO MEDIA	28.79	15,546.60
540	2084642	MS EA OFFICE PRO PLUS SA PLAT SLG Mfg#: 269-12442-SLG Contract: MARKET Electronic distribution - NO MEDIA	77.41	41,801.40
50	3458179	MS EA O365 PLANG3 SHRD SRV Mfg#: 6U3-00003-12-SLG Contract: MARKET Electronic distribution - NO MEDIA	66.45	3,322.50
6	2026955	MS EA PROJECT STD SA SLG Mfg#: 076-01912-SLG Contract: MARKET Electronic distribution - NO MEDIA	106.62	639.72
500	2431732	MS EA SHAREPOINT ENT UCAL SA Mfg#: 76N-02550-SLG Contract: MARKET Electronic distribution - NO MEDIA	15.70	7,850.00
150	2689175	MS EA SHAREPT ENT UCAL LIC/SA Mfg#: 76N-02427-SLG Contract: MARKET Electronic distribution - NO MEDIA	36.37	5,455.50
24	2186887	MS EA SQL CAL SA MVL DCAL SLG Mfg#: 359-00792-SLG Contract: MARKET Electronic distribution - NO MEDIA	33.89	813.36
6	2106689	MS EA SQL SERVER STD SA SLG Mfg#: 228-04433-SLG Contract: MARKET Electronic distribution - NO MEDIA	145.46	872.76
18	2716749	MS EA SQL SRV STD CORE SA Mfg#: 7NQ-00292-SLG Contract: MARKET Electronic distribution - NO MEDIA	581.86	10,473.48
1	2747379	MS EA SYS CENT STD 2PROC SA Mfg#: T9L-00223-SLG Contract: MARKET Electronic distribution - NO MEDIA	143.81	143.81
11	2026965	MS EA VISIO PRO SA SLG Mfg#: D87-01159-SLG	90.92	1,000.12

		Contract: MARKET Electronic distribution - NO MEDIA		
1	2552970	MS EA WIN RIGHTS MGT SVCS DCAL SA Mfg#: T98-00798-SLG Contract: MARKET Electronic distribution - NO MEDIA	6.61	6.61
46	2026969	MS EA WIN RDS DCAL SA SLG Mfg#: 6VC-01253-SLG Contract: MARKET Electronic distribution - NO MEDIA	16.53	760.38
9	3199430	MS EA CIS STD LIC/SA 2PROC Mfg#: YJD-01075-SLG Contract: MARKET Electronic distribution - NO MEDIA	634.75	5,712.75
1	3253064	MS EA CISDATACTR ALNG LICSAPK MVL Mfg#: FUD-00936-SLG Contract: MARKET Electronic distribution - NO MEDIA	3,077.89	3,077.89
5	3367802	MS EA CIS DATA LIC/SA W/O WIN SRV 2 Mfg#: FUD-01148-SLG Contract: MARKET Electronic distribution - NO MEDIA	1,813.34	9,066.70
31	3367803	MS EA CIS STD LIC/SA W/O WIN SRV 2 Mfg#: YJD-01206-SLG Contract: MARKET Electronic distribution - NO MEDIA	453.75	14,066.25
		SUBTOTAL		147,576.83
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL 147,576.83

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
Fax: 312.752.3630

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	01E64940

000-nancycal-S1843

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Enterprise Enrollment	X20-01112 (new)
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Enrollment Amendment	M132 (new)
Enrollment Amendment	W21 (new)
Enrollment Amendment	M249 (new)
PSF	0256229.002 (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	City of Bloomington
Signature*	Tari Renner
Printed First and Last Name*	Tari Renner
Printed Title	Mayor
Signature Date*	October 28, 2014
Tax ID	

** indicates required field*

Microsoft Affiliate	
	Microsoft Licensing, GP
Signature	Microsoft Licensing, GP OCT 28 2014 Amber Hundson Duly Authorized on behalf of Microsoft Licensing, GP
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	11-1-2014

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following

address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft | Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	623/695	Proposal ID	000-nancycal-S1843
Previous Enrollment number *(Reseller to complete)*	7370964	Earliest expiring previous Enrollment end date [1]	10/31/2014

[1] If consolidating from multiple previous Enrollments with Software Assurance, complete the multiple previous Enrollment form and attach it to this Enrollment. Enterprise Products can only be renewed from a Qualifying Enrollment. Additional Products can be renewed from any previous Enrollment with Software Assurance.

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as of the effective date identified in the signature form. Customer represents and warrants that it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified above.

This Enrollment consists of (1) this document, (2) the terms of the Enterprise Agreement identified on the signature form, and (3) any supplemental contact information form or multiple previous enrollment form that may be required. If Customer's Enterprise Agreement is a version 6.4 or earlier, the Desktop Terms and Conditions are incorporated by reference.

All terms used but not defined are located at http://microsoft.com/licensing/contracts. In the event of any conflict the terms of this agreement control.

Effective date. If Customer is renewing Software Assurance from one or more previous Qualifying Enrollments, then the effective date will be the day after the first Enrollment expires. Otherwise the effective date will be the date this Enrollment is accepted by Microsoft.

If renewing Software Assurance, the Reseller will need to insert the previous Enrollment number and end date in the respective boxes above.

Term. This Enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. Microsoft will advise Customer of the renewal options before it expires.

Product order. The Reseller will provide Customer with Customer's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Customer and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Qualifying systems Licenses. All desktop operating system Licenses provided under this program are upgrade Licenses. *No full operating system Licenses are available under this program.* If Customer selects the Desktop Platform or the Windows Desktop Operating System Upgrade & Software Assurance, all Qualified Desktops on which the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at http://microsoft.com/licensing/contracts. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent true-ups and system refreshes during the term of this Enrollment.

For example, Windows XP Home Edition or successor Products are not qualifying operating systems.

1. *Contact information.*

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Customer consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at http://licensing.microsoft.com.

a. **Primary contact information:** The Customer of this Enrollment must identify an individual from inside its organization to serve as the primary contact. This contact is the default administrator for this Enrollment and receives all notices unless Microsoft is provided written notice of a change. The administrator may appoint other administrators and grant others access to online information.

   Name of entity (must be legal entity name)* City of Bloomington
   Contact name* First Scott **Last** Sprouls
   Contact email address* ssprouls@cityblm.org
   Street address* 109 E. Olive St.
   City* Bloomington **State *** IL **Postal code*** 61701-5217
   Country* USA
   Phone* 309-434-2473 **Fax**
   Tax ID (if applicable)

b. **Notices and online administrator:** This individual receives online administrator permissions and thus may grant online access to others. This contact also receives all notices.

   ☒ *Same as primary contact*
   Name of entity (must be legal entity name)*
   Contact name* First **Last**
   Contact email address*
   Street address*
   City* **State *** **Postal code***
   Country*
   Phone* **Fax**
   ☐ This contact is a third party (not the Customer). Warning: This contact receives personally identifiable information of the Customer.

c. **Language preference:** Select the language for notices. English

d. **Microsoft account manager:** Provide the Microsoft account manager contact for this Customer.

   Microsoft account manager name: Scott Ilvedson
   Microsoft account manager email address: scilve@microsoft.com

e. If Customer requires a separate contact for any of the following, attach the Supplemental Contact Information form. Otherwise, the notices contact remains the default.

   - Additional notices contact
   - Software Assurance manager
   - Subscription manager
   - Online Services manager
   - Customer Support Manager (CSM) contact

f. Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

g. **Reseller information**
Reseller company name* CDW Logistics, Inc
Street address (PO boxes will not be accepted)* 200 N Milwaukee Ave
City* Vernon Hills **State** * IL **Postal code*** 60061
Country* USA
Contact name * Dan Field
Phone* 312-705-5062
Fax
Contact email address* dan.field@ms.cdw.com

The undersigned confirms that the information is correct.

Name of Reseller* CDW Logistics, Inc
Signature* John Beckham John Beckham (Oct 28, 2014)
Printed name* John Beckham
Printed title* Contract Specialist
Date* 10/28/14

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with one another, Customer must choose a replacement. If Customer intends to change the Reseller, it must notify Microsoft and the former Reseller, in writing on a form provided at least 90 days prior to the date on which the change is to take effect. The change will take effect 90 days from the date of Customer's signature.

2. *Defining your Enterprise.*

Use this section to identify which Affiliates are included in the Enterprise. Customer's Enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. (Check only one box in this section.)

☒ Only you (and no other affiliates) will be participating

☐ Customer and all Affiliates are included (*excluding* new Affiliates with which you consolidate in the future)

☐ The following Affiliates are excluded

3. *Establishing Customer price level.*

The price level indicated in this section will be the price level for the initial Enrollment term for all Enterprise Products ordered and for any Additional Products in the same pool(s). The price level for any other Additional Products will be level "D".

Qualified Desktops: Customer represents that the total number of Qualified Desktops in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 desktops).	**540**

Qualified Users: Customer represents that the total number of Qualified Users in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 users).	**700**

Number of desktops/ users	Price level
250 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Price level (for pools in which Customer orders an Enterprise Product):	Qualified Desktop	Qualified User
	D	**D**

Price level (for pools in which Customer does not order an Enterprise Product):	**Price level "D"**

4. *Enterprise Product orders.*

Customer must select a desktop platform or any individual Enterprise Product before it can order Additional Products. The CAL selection must be the same across the Enterprise. The components of the current versions of any Enterprise Product are identified in the Product List.

Enterprise Product Selection

Please choose the Enrolled Affiliate's desktop option (Select 1):

☐ **Enterprise Desktop with MDOP** ☐ **Enterprise Desktop**

☐ **Professional Desktop with MDOP** ☐ **Professional Desktop**

☐ **Custom Desktop or Individual Enterprise Product Component(s):**

Select at least 1 component. (For full platform, Windows Desktop, Office, and Client Access License components must all be selected.)

☐ **Windows Desktop (Includes Windows Desktop Operating System Upgrade and Windows VDA):** Windows Desktop with MDOP

☐ **Office:** Office Professional Plus

☐ **Client Access License:** Core CAL

For any Client Access Licenses, please indicate whether licensing by Desktop or User: User

Unless stated/indicated otherwise, Microsoft will invoice Customer's Reseller in 3 equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and thereafter on the anniversary of the Enrollment. All subsequent new Additional Products and true-ups are billed in full.

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID	Enrollment Number
0256229.002	6231695

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the Initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	540	700	0.8	Custom Platform	User Licenses

Products	Enterprise Quantity
Office Professional Plus	
Office Professional Plus	540
Client Access License (CAL)	
Core CAL, including Bridge CAL's (if applicable)	
Core CAL	700
Windows Desktop	
Windows Enterprise OS Upgrade	540

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office Professional Plus for Office 365 + Office Standard + Office 365 (Plans E2–E4)	Client Access License + Office 365 (Plans E1-E4)	Client Access License + Windows Intune	Windows Desktop Upgrade + Windows VDA + Windows Companion Subscription License
Quantity	540	700	700	540

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	**Price Level**
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade,Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade.See the Product List for details.	
Note 4: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.	
Note 5: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

Microsoft Volume Licensing

Enterprise Enrollment
Cloud-Ready Customer Objections
Amendment M132

Enrollment number
Microsoft to complete 6231695

000-nancycal-S1843

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

Customer normally would be required to sign a current version of the Agreement and Enrollment, plus either the Online Services Supplemental Terms and Conditions or current version of the Microsoft Business and Services Agreement. As an accommodation, Microsoft agrees to allow Customer to renew while not meeting these criteria. Notwithstanding anything to the contrary, the Enrollment may not be renewed for an additional term. Prior to the expiration of the Enrollment, Customer will be advised by Microsoft of its renewal options.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. In addition, Microsoft shall have the right to immediately terminate this Enrollment in the event Customer breaches any obligation in this Amendment.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Volume Licensing

Enterprise Enrollment Amendment – Product Selection Form – Adding Enterprise Online Services (New/Renewal) – State and Local
Amendment ID W21

Enrollment Number *Microsoft to complete for initial term* *Partner to complete for renewal*	6231695	000-nancycal-S1843

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Terms and Conditions

1. Definitions.

Capitalized terms used but not defined in this Amendment will have the meanings provided in the Agreement and Enterprise Enrollment. The following definitions are used in this Amendment:

"Customer Data" means all data, including all text, sound, or image files that are provided to Microsoft by, or on behalf of, Enrolled Affiliate through Enrolled Affiliate's use of the Online Services.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"License" means Enrolled Affiliate's right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under this agreement;

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List.

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

"Qualified Device" means any personal desktop computer, portable computer, workstation, or similar device that is used by or for the benefit of Enrolled Affiliate's Enterprise. It does not include: (1) any computer that is designated as a server and not used as a personal computer, (2) any Industry Device, (3) any device running an embedded operating system (e.g., Windows Phone 7) that does not access a virtual desktop infrastructure, or (4) any device that is not managed and/or controlled either directly or indirectly by Enrolled Affiliate's Enterprise. Enrolled Affiliate may include as a Qualified Device any device which would be excluded above (e.g., Industry Device).

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Transition" means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

"Transition Period" means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

2. *Purpose.*

This Amendment enables Enrolled Affiliate's Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

3. *Transitions.*

a. **Transitions.** The following requirements apply to Transitions:

(i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period;

(ii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.

(iii) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.

(iv) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.

b. **Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.

(i) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.

(ii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.

(iii) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

4. *Pricing.*

a. **How to Establish a Price Level.** Price levels for Enterprise Product and Enterprise Online Services will be as follows:

(i) If all Products selected in the pool are licensed by Device, price level is based on the initial Qualified Desktop count;

(ii) If all Products selected in the pool are licensed by User, price level is based on the initial Qualified User count; and

(iii) If Products selected in the pool are licensed by both User and Device, price level is based on the greater of the Qualified User or Qualified Desktop count in the initial order.

Price levels for Additional Products will be based upon the corresponding price level of the Enterprise Product and Enterprise Online Services Product pools. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service from one of the Product pools, the price level for Additional Products in that pool will be price level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's pricing for each Product will be established by its Reseller. Microsoft's prices for Resellers for Products identified in the initial order process are fixed throughout the Enrollment term. Pricing for Additional Products added after the initial order will be as described in the Enterprise Agreement.

5. *Order requirements.*

a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.

(i) **Initial Order.** Initial order must include at least 250 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

b. **Adding Products.**

(i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).

c. **True-up orders.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Software Asset Management ('SAM') Partner.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

(i) **Enterprise Products.** Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.

(ii) **Additional Products.** For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).

(iii) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.

(iv) **Late true-up order.** If the true-up order is not received when due:

1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.

2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

(v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change.

(vi) Subscription License Reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:

1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(vii) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.

d. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

(iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.

(iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License

is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

6. *End of Enrollment term options for Online Services where Enrolled Affiliate elects not to Renew.*

a. **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.

(i) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, they must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

(ii) If Enrolled Affiliate has opted for the Extended Term **Cancellation during Extended Term.** and later determines not to continue with the Extended Term, they must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

b. **Online Services not eligible for an Extended Term.** If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

c. **Customer Data.** Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:

(i) disable its account and then delete its Customer Data ("Data Deletion"); or

(ii) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that Enrolled Affiliate may extract its Customer Data.

(iii) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft's standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.

(iv) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.

(v) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

d. **Termination for cause.** For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination

7. *Online Services Supplemental Terms and Conditions*

a. **Limited Warranty for Online Services.**

Microsoft warrants that the Online Services will perform in accordance with the applicable Service Level Agreement. This limited warranty is for the duration of Enrolled Affiliate's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement.

If Microsoft fails to meet this limited warranty and Enrolled Affiliate notifies Microsoft within the warranty period, then Microsoft provide the remedies identified in the Service Level Agreement for the affected Online Service. These are Enrolled Affiliate's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;

(ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;

(iii) the limited warranty does not apply to components of Products that Enrolled Affiliate is permitted to redistribute;

(iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and

(v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

b. Enrolled Affiliate's agreement to protect.

Enrolled Affiliate will defend Microsoft against any claims made by an unaffiliated third party that:

(i) any Customer Data or non-Microsoft software Microsoft hosts on Enrolled Affiliate's behalf infringes the third party's patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret; or

(ii) arise from Enrolled Affiliate's or its end user's violation of the terms of this agreement.

Enrolled Affiliate must pay the amount of any resulting adverse final judgment (or settlement to which Enrolled Affiliate consents). This section provides Microsoft's exclusive remedy for these claims.

Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to this section. Microsoft must (1) give Enrolled Affiliate sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. Enrolled Affiliate will reimburse Microsoft for reasonable out of pocket expenses that it incurs in providing assistance.

c. Limitation on liability.

To the extent permitted by applicable law, the liability of each party, its Affiliates, and its Contractors arising under this agreement is limited to direct damages up to the amount Enrolled Affiliate was required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Online Services provided free of charge, or code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S. $5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

(i) Microsoft's obligations under the section of the Master Terms titled "Defense of infringement, misappropriation, and third party claims" or Enrolled Affiliate's obligations

under the section of these Supplemental Terms titled "Enrolled Affiliate's agreement to protect";

(ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");

(iii) liabilities arising out of any breach by either party of its obligations under the section of the Master Terms entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Enrolled Affiliate paid for the Online Service giving rise to that liability during the prior 12 months;

(iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR MICROSFT'S OBLIGATIONS IN THE SECTION OF THE MASTER TERMS TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS" OR ENROLLED AFFILIATE'S OBLIGATIONS IN THE SECTION OF THESE SUPPLEMENTAL TERMS TITLED "ENROLLED AFFILIATE'S AGREEMENT TO PROTECT."

d. **Open Source License restrictions.**

Certain third party license terms require that computer code be generally (1) disclosed in source code form to third parties; (2) licensed to third parties for the purpose of making derivative works; or (3) redistributable to third parties at no charge (collectively, "Open Source License Terms"). Neither party may use, incorporate, modify, distribute, provide access to, or combine the computer code of the other with any other computer code or intellectual property (collectively, "Provide") in a manner that would subject the other's computer code to Open Source License Terms. Microsoft is not responsible for Enrolled Affiliate's upload, use or distribution of Enrolled Affiliate's code from the Online Services. Enrolled Affiliate may upload code to an Online Service and allow third parties access to use or download Enrolled Affiliate's code on the Online Service, provided that (1) such use is not restricted by a license agreement or the Product Use Rights and (2) any Open Source License Terms apply solely to Enrolled Affiliate and their uploaded code, and not to any code or Products provided by Microsoft. Each party warrants that it will not provide the other party with, or give third parties access through the Online Services to, computer code that is governed by Open Source License Terms, except as described above.

e. **Applicability of Supplemental Terms.**

These Supplemental Terms apply only to Enrolled Affiliate's purchase and use of Online Services. Services (e.g., consulting or professional services) and Products other than Online Services remain subject to the terms of the Enterprise Agreement, the Enrollment, and any terms referenced therein. In the case of any conflict between these Supplemental Terms and the terms and conditions of the Enterprise Agreement that are not expressly resolved by their terms, these Supplemental Terms control.

8. Order of Precedence.

In the event of a conflict between the terms of this Amendment and any other document that is part of the agreement, the terms of this Amendment control.

Enterprise and Enterprise Subscription Enrollment Product Selection Form – State and Local

Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.

☐ **Enterprise Products.** Choose platform option: <Choose One>

Qualified Devices: **Qualified Users:**

☐ **Enterprise Online Services**

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products[1]	Quantity
Office Professional Plus	
Office Pro Plus	
Office Pro Plus for Office 365	
Office 365 Plans	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	
Client Access License (CAL). Choose 1 Option.	
☐ Core CAL, including Bridge CAL's (if applicable)	
Core CAL	
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
☐ Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: <Choose One>	
Windows Desktop	
Windows OS Upgrade	

Products[1]	Quantity
Windows VDA	
Windows Intune	
Windows Intune	
Windows Intune Add-on[2]	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP)[3]	

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.

b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products[1]
☐ Office Pro Plus for Office 365
☐ Office 365 (Plan E1)
☐ Office 365 (Plan E2)
☐ Office 365 (Plan E3)
☐ Office 365 (Plan E4)
☐ Enterprise CAL (ECAL) Step-up, including Bridge CALs
☐ Windows Intune
☐ Windows Intune Add-on[2]

Step 4. Establish the Enrolled Affiliate's Price Level. Enrolled Affiliate must first count the quantity of Software Assurance and Licenses in each of the groups as described below by using the quantities entered in the above table. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "D" throughout the term of the Enrollment. Do not include Bridge CALs, as License quantities are determined by the corresponding Enterprise Online Service(s).

Products[1]		Qty from above
Office Professional Plus + Office Professional Plus for Office 365 + Office 365 (Plans E2–E4)	1	
Client Access License + Office 365 (Plans E1-E4)	2	

Qty	Price Level
250 and Above	D

Client Access License + Windows Intune Add-on + Windows Intune	3	
Windows Desktop Upgrade + Windows VDA + Windows Intune	4	

Product Offering/Pool	Price Level
Enterprise Products and Enterprise Online Services: Unless otherwise indicated in associated Agreement documents, set price level using the highest quantity from Groups 1 through 4	D
Additional Product Application Pool: Unless otherwise indicated in associated Agreement documents, set price level using quantity from Group 1	D
Additional Product Server Pool: Unless otherwise indicated in associated Agreement documents, set price level using the highest quantity from Group 2 or 3	D
Additional Product Systems Pool: Unless otherwise indicated in associated Agreement documents, set price level using quantity from Group 4	D

[1] Additional Products may be included on the order, but are not selected on this form.

[2] Windows Intune Add-on requires purchase of Windows OS Upgrade or Windows VDA.

[3] MDOP requires purchase of Windows OS Upgrade, Windows VDA, or Windows Intune.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Volume Licensing

Enterprise Enrollment (Indirect)
Amendment ID M249

000-nancycal-S1843

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

For the purposes of this Amendment, "Entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is amended as follows:

Office 365 for Government

The following set of Terms applies to Entity when ordering Office 365 for Government Online Services. The parties agree to amend the Enrollment as follows:

1. The following definition is added to the Enrollment:

"Office 365 for Government" means Microsoft's family of Office 365 Services that are offered as part of Office 365 Government Plans as described in this Amendment.

When provisioned and delivered as part of Office 365 for Government, Exchange Online, Lync Online, SharePoint Online, and Exchange Online Archiving are provisioned in Microsoft's multi-tenant data centers for exclusive use by eligible US Federal, State, Local, and Tribal Government Customers only and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft refers to this offering as its Office 365 "Government Community Cloud."

Other Online Services may be added to the Government Community Cloud as communicated by Microsoft. Other Office 365-branded or separately branded Online Services that may be made available as part of or in addition to Office 365 for Government are not included in the Government Community Cloud. Additional services configuration information is available upon request.

2. ***Office 365 for Governments Terms***

Tables A and B, below, contain mappings for Office 365 for Government Online Services and their corresponding Office 365 for Enterprise Online Services ("Corresponding Online Services." Each Office 365 for Government Online Service shown below is subject to the same terms and conditions as its Corresponding Online Service, except as otherwise provided in the applicable Product List and this Amendment. Notwithstanding contrary language in the Enrollment, Reserved Licenses are not available for Office 365 for Government through the Volume Licensing Service Center but may be available through a manual request process using a License Reservation Form available from Microsoft upon request.

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TABLE A: Office 365 for Government component Online Services– Corresponding Online Services Mapping

Office 365 for Government Online Services	Office 365 Equivalent Online Services
Exchange Online Plan 1 forGov	Exchange Online Plan 1
Exchange Online Plan 2 forGov	Exchange Online Plan 2
Exchange Online Kiosk forGov	Exchange Online Kiosk
Exchange Online Archiving for Exchange Server forGov	Exchange Online Archiving for Exchange Server
Lync Online Plan 1 forGov	Lync Online Plan 1
Lync Online Plan 2 forGov	Lync Online Plan 2
Lync Online Plan 3 forGov	Lync Online Plan 3
SharePoint Online Plan 1 forGov	SharePoint Online Plan 1
SharePoint Online Plan 2 forGov	SharePoint Online Plan 2
Office 365 ProPlus forGov	Office 365 ProPlus

TABLE B: Office 365 for Government Suites – Corresponding Enterprise Online Services Mapping

Office 365 for Government - Equivalent "Enterprise Online Services" Suites	Office 365 Enterprise Online Services
Office 365 Government E1 (*formerly G1*)	Office 365 Enterprise E1
Office 365 Government E3 (*formerly G3*)	Office 365 Enterprise E3
Office 365 Government E4 (*formerly G4*)	Office 365 Enterprise E4
Office 365 Government K1[2]	Office 365 Enterprise K1[2]

[1] Office 365 for Government "Corresponding Online Services" Suite Orders (E1-E4) will be captured on a separate Product Selection Form.

[2] Office 365 K1 is a suite but is not an Enterprise Online Service.

3. *Office 365 for Government Customer Requirements.*

Entity both (1) acknowledges that Office 365 for Government may only be used by United States Federal, State, Local or Tribal government entities, and (2) certifies that it qualifies as such and will use the Services accordingly. In the event that Entity is found not to qualify as a United States Federal, State, Local or Tribal government entity, Microsoft may terminate Entity's Office 365 for Government service.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

STATE OF ILLINOIS
CONTRACT

Illinois Department of Central Management Services (CMS)
Microsoft Large Account Reseller
CMS6945110

VENDOR

Vendor Name: CDW Government, LLC	Address: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061
Signature:	Phone: 312.547.2993
Printed Name: Tara K Barbieri	Fax: 312.752.3910
Title: Director, Program Sales	Email: tarabar@cdwg.com
Date: 29 September, 2015	

STATE OF ILLINOIS

Procuring Agency or University: Central Management Services	Phone: 312-814-5655
Street Address: 100 W. Randolph	Fax: 312-814-6886
City, State ZIP: Chicago, IL 60601	
Official Signature:	Date: 10/21/15
Printed Name: Tom Tyrrell	
Official's Title: Director	
By: Signature:	Date: 10/21/15
By: Printed Name: Tracy Rutter	
By: Title: BOSS - COO	

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: The Illinois Department of Central Management Services (CMS) requires the services of a Microsoft certified Large Account Reseller (LAR) to provide products and services available under the Microsoft Select Plus, Enterprise, and Premier Support Agreements. Additionally, the State requires value added services such as reporting, on-line tracking, etc.

1.2. SUPPLIES AND/OR SERVICES REQUIRED: The Illinois Department of Central Management (CMS) is executing a statewide master contract with a single Microsoft certified reseller for the purchase of software products, software assurance, support and premier services available via the State's Microsoft Select Plus, Enterprise, and Premier Support Agreements. This contract is available to all state agencies, boards, commissions and educational institutions to purchase software products, software assurance, support and premier services on an as needed, if needed basis. In addition, all State and other governmental units (including not-for-profit entities) authorized by law to participate in the Joint Purchasing Program may utilize this contract. This authority is governed by the State's Procurement Code and Rules and the Governmental Joint Purchasing Act [30 ILCS 525].

The State of Illinois has entered into a Select Plus Agreement, a Master Services Agreement, a Premier Support 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, Select Plus and Enterprise Agreements.

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 software products against the Microsoft Select Plus and Enterprise Agreements. Vendor shall be responsible for the resolution of any report discrepancies with Microsoft to ensure the Buyer receives appropriate credit for all Microsoft Select Plus and Enterprise software product 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 of the State 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 Central Management Services.

The State recognizes that the 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.

1.2.1 The Vendor, at no cost, must have in place a purchase tracking system, which will include an accurate inventory record of all purchases under this Contract, and must also have the capability of

keeping track of maintenance renewal and other significant due dates. At a minimum, this system must be able to provide this information by each State of Illinois agency, board, commission, county and municipality. Vendor shall work with the State of Illinois, Microsoft, subsequent software vendors and hardware computer vendors to ensure the most comprehensive record of licenses is created, maintained, and the information transferrable. Details on how licenses are to be tracked and managed under the contract will be determined by the State of Illinois. The foregoing information shall be made available upon request and at no cost.

1.2.2 Vendor shall, **within 60 days of the execution of the contract,** make available an Internet website dedicated to the State of Illinois for this contract. Vendor shall post current State of Illinois Contract pricing to the website and shall ensure posted pricing is current for the duration of the contract. Throughout the contract period, Vendor shall be responsible for updating website pricing and product content within two weeks of receipt of updated product pricing information from Microsoft.

1.2.3 Vendor shall be responsible for providing training, at purchasing entity's request and at no cost to the purchasing entity, on the use of the Microsoft Volume Licensing System website, as well as the overall structure of the State's Select Plus, Premier and Enterprise Agreements.

1.2.4 Vendor must be authorized by Microsoft to resell and deliver Microsoft brand software products, software assurance, support and premier services throughout the term of this Contract.

1.3 MILESTONES AND DELIVERABLES: N/A

1.4 VENDOR / STAFF SPECIFICATIONS: Vendor shall be authorized by Microsoft to resell Microsoft brand software products, software assurance, support and premier services and must have the ability to resell and deliver products and services to the customer on behalf of the manufacturer.

1.5 TRANSPORTATION AND DELIVERY: Transportation and delivery shall be as stated on each individual order. The State prefers electronic delivery of licenses. Vendor shall not charge for shipping/handling.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? ☐ Yes X 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.

1.6.2. 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.

1.6.3. For the subcontractors identified above, the Vendor must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.

1.6.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

1.6.5. 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).

1.7. 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: United States

  Value of services performed at this location: The values of services to be performed on location will be determined on a project-by-project basis and accompanied with a Statement of Work (SOW) detailing the location and effort of services.

- Location where services will be performed: United States

  Value of services performed at this location: The values of services to be performed on location will be determined on a project-by-project basis and accompanied with a Statement of Work (SOW) detailing the location and effort of services.

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor's pricing in the format shown below, is based on the terms and conditions set forth in section 1 of this Contract.

Percentage discount to be applied to the Microsoft published ERP pricing level D for purchases placed against both the Select Plus and Enterprise Agreements.

Software/Software Assurance Purchases		
Description	Discount	
Select Plus Agreement	21.19%	
Enterprise Agreement	17.58%	

Percentage mark up to be applied to purchases of premier Support Services.

Premier Support		
Description		Mark Up
Premier Support		3.5%

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

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. This discount will not be a factor in making the award.

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: Pricing/Discount Percentage/Mark Up Percentage as shown in Tables in Section 2.1.1.

2.5.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.5.2.1. Agency/University Formula for Determining Renewal Compensation: N/A.

2.5.2.2. Vendor's Price for Renewal(s): N/A

2.6 **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed $N/A without a formal amendment. The maximum amount will be entered by the State prior to execution of the contract.

3. TERM AND TERMINATION

3.1 **TERM OF THIS CONTRACT:** The initial term of this contract shall begin upon execution by the State or October 1, 2015 (whichever is later), and expire on September 30, 2019.

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.

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:** None

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 **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 decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, 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. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

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/University's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice upon delivery of each order.

Send invoices to:

Agency/University:	Per Order
Attn:	Per Order
Address:	Per Order
City, State Zip	Per Order

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

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by 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.

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/University, 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 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. 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. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

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 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 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 the SOW giving rise to such work for hire.

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 negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages. Further, except for Vendor's indemnification obligations and any damage to person (including death) or property, Vendor's liability for any other damages shall not exceed $1 million.

4.11 **INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance. The State shall be included as additionally insured under general liability insurance and evidenced on the Certificate. Insurance may not be modified or canceled until Vendor provides at least 30 days' notice to the State. Vendor shall provide (a) General Commercial Liability occurrence form in 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 amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

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 not employ any person employed by the State during the term of this contract to perform any work under this contract. 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 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: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

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).

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 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.

4.20 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.

4.21 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.

4.22 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.

4.23 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.

4.24 WARRANTIES FOR SUPPLIES AND SERVICES:

4.24.1. 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. 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.

4.24.2. 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.

4.24.3. 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.

4.25 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.

4.26 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.

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

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

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

4.27.3 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;

4.27.4 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.

4.27.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.27.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.27.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

5. STATE SUPPLEMENTAL PROVISIONS

☐ Agency/University Definitions

Click here to enter text.

☒ Required Federal Clauses, Certifications and Assurances

Vendor certifies that during the last five (5) years no order, judgment or decree of any Federal authority has been issued barring, suspending, or otherwise limiting its right to contract with any governmental entity, including school districts, or to engage in any business practice or activity. Vendor further certifies that it will include this certification within every subcontract related to performance of this contract.

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Click here to enter text.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than $200 per month or $2,000 per year) 30 ILCS 500/25-60.

Click here to enter text.

☐ Agency/University Specific Terms and Conditions

Click here to enter text.

☐ Other (describe)

6. STATE OF ILLINOIS STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

6.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

6.2 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.

6.3 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

6.4 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) 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.

6.5 Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

6.6 To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will 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. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

6.7 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.

6.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after 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. 30 ILCS 500/50-10.

6.9 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 and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.

6.10 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), *amended* by Pub. Act No. 97-0895 (August 3, 2012).

6.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.

6.12 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 and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.

6.13 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.

6.14 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.

6.15 Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

6.16 Vendor certifies that it has not retained 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.

6.17 Vendor certifies that if it has hired 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 were billed to the State. 30 ILCS 500\50-38.

6.18 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.

6.19 Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.

6.20 Drug Free Workplace

6.20.1 If Vendor employs 25 or more employees and this contract is worth more than $5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

6.20.2 If Vendor is an individual and this contract is worth more than $5000, 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. 30 ILCS 580.

6.21 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.

6.22 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.

6.23 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.

6.24 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.

6.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.

6.26 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

6.27 Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.

6.28 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 unit of 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 who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

6.29 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.

6.30 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the 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.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☐ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

6.31 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.

6.32 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. ☐ Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. ☐ Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

C. ☐ Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as

being non-responsive or not responsible and may disqualify the Vendor.

D. ☐ Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

6.33 Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or

- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website it successor system; or is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona

- fide labor organization and performs construction. (20 ILCS 1005/1005-47).

STATE OF ILLINOIS
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: CDW Government LLC

Business Name: Click here to enter text.

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: 36-3310735

Legal Status (check one):

- ☐ Individual
- ☐ Sole Proprietor
- ☐ Partnership
- ☐ Legal Services Corporation
- ☐ Tax-exempt
- ☐ Corporation providing or billing medical and/or health care services
- ☐ Corporation NOT providing or billing medical and/or health care services
- ☐ Governmental
- ☐ Nonresident alien
- ☐ Estate or trust
- ☐ Pharmacy (Non-Corp.)
- ☐ Pharmacy/Funeral Home/Cemetery (Corp.)
- ☒ Limited Liability Company (select applicable tax classification)
  - ☒ C = corporation
  - ☐ P = partnership

Christina V. Rother, President

Signature of Authorized Representative: Christina V. Rother

Date: September 4, 2015

Vendor Registration: View Form

Help & Tools

Business Name: **CDW GOVERNMENT LLC**

Main General Info Public Profile Users Commodity Codes Contacts & Owners

Comments Reviews Certifications Site Visits Registrations

Return to Main Form

Vendor Registration

Form Name	**I. Financial Disclosure & Conflicts of Interest**
Description	**Complete the Financial Disclosure & Conflicts of Interest form**
Date Submitted	**9/14/2015**
Status	**Accepted**
Business Name	**CDW GOVERNMENT LLC**
Point of Contact	**YOLANDA BLOMQUIST**
Flag Form	Add Flag

I. Financial Disclosures & 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?

Yes

Document	Status
Parent Form 10K (PDF, 1.17 MB) Parent Form (PDF, 787.19 KB)	Attached by YOLANDA BLOMQUIST on 9/14/2015

C. Instrument of Ownership or Beneficial Interest

Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability 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. IPG Percentage of Ownership and Distributive Income Form (DOCX, 146.59 KB)	Attached by YOLANDA BLOMQUIST on 9/14/2015

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)?

No

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)?

No

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.

No

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.

No

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?

No

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?

No

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?

No

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?

No

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?

No

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?

No

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?

No

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?

No

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

ILLINOIS PROCUREMENT GATEWAY
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY

This disclosure is submitted for : CDW LLC (parent to CDW Government LLC)

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are seven steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Vendor Name	CDW Government LLC
Doing Business As (DBA)	N/A
Disclosing Entity	CDW LLC (parent to CDW Government LLC))
Disclosing Entity's Parent Entity	CDW Corporation
Instrument of Ownership or Beneficial Interest	Other ☒ If you selected Other, please describe: Limited Liability Company

FINANCIAL DISLCOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

1.B. ☐ Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☒ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. ☒ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

☐ Option 4 – Foreign Entities

4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

☐ Skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

☐ Skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	$ Value of Ownership
CDW Corporation	230 N. Milwaukee Ave, Vernon Hills, IL 60061	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

FINANCIAL DISLCOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than $106,447.20.

☒ Yes ☐ No

I have disclosed 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 disclosing entity.

☒ Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3
PROHIBITED CONFLICTS OF INTEREST

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: N/A

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been 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? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been 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? ☐ Yes ☐ No

5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)? ☐ Yes ☐ No

6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: N/A

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No
3. Do you hold currently or have you 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? ☐ Yes ☐ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No
5. Do you hold or have you 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 office? ☐ Yes ☐ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No

8. Do you 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? ☐ Yes ☐ No

9. Do you 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? ☐ Yes ☐ No

10. Do you 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? ☐ Yes ☐ No

STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

STEP 6
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: N/A

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No

2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No

3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No

5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. N/A

STEP 7
SIGN THE DISCLOSURE

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: CDW Corporation

Signature:_____ Date: Wednesday, September 2, 2015

Printed Name: Matt Flood

Title: Proposals Supervisor

Phone Number: 203-851-7229

Email Address: mattflo@cdw.com

ILLINOIS PROCUREMENT GATEWAY
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY

This disclosure is submitted for : CDW Coporation (parent to CDW LLC, and ultimate parent to Vendor (CDW Government LLC))

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are seven steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Vendor Name	CDW Government LLC
Doing Business As (DBA)	N/A
Disclosing Entity	CDW Corporation (parent to CDW LLC, and ultimate parent to Vendor (CDW Government LLC))
Disclosing Entity's Parent Entity	N/A
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) ☐ If you selected Other, please describe: Click here to enter text.

FINANCIAL DISLCOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☒ Option 1 – Publicly Traded Entities

1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

1.B. ☒ Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

**Please note that all revenue for CDW Government LLC and its affiliates is aggregated, and the reporting is done solely through CDW Government's ultimate parent company, CDW Corporation. The 10-K can be found here:

http://investor.cdw.com/financials.cfm

☐ Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☐ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

☐ Option 4 – Foreign Entities

4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

☐ Skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	$ Value of Ownership
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than $106,447.20.

☐ Yes ☐ No

I have disclosed 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 disclosing entity.

☐ Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3
PROHIBITED CONFLICTS OF INTEREST

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: N/A

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been 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? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been 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? ☐ Yes ☐ No

5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)? ☐ Yes ☐ No

6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: N/A

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No
3. Do you hold currently or have you 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? ☐ Yes ☐ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No
5. Do you hold or have you 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 office? ☐ Yes ☐ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No

8. Do you 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? ☐ Yes ☐ No

9. Do you 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? ☐ Yes ☐ No

10. Do you 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? ☐ Yes ☐ No

STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

STEP 6
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: N/A

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No

2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No

3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No

5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. N/A

STEP 7
SIGN THE DISCLOSURE

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: CDW Corporation

Signature:_____ Date: Wednesday, September 2, 2015

Printed Name: Matt Flood

Title: Proposals Supervisor

Phone Number: 203-851-7229

Email Address: mattflo@cdw.com

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: November 9, 2015

SUBJECT: Consideration of an Ordinance to vacate City Right of Way northwest of the Intersection of Fox Creek Road and Veterans Parkway as described in attachments.

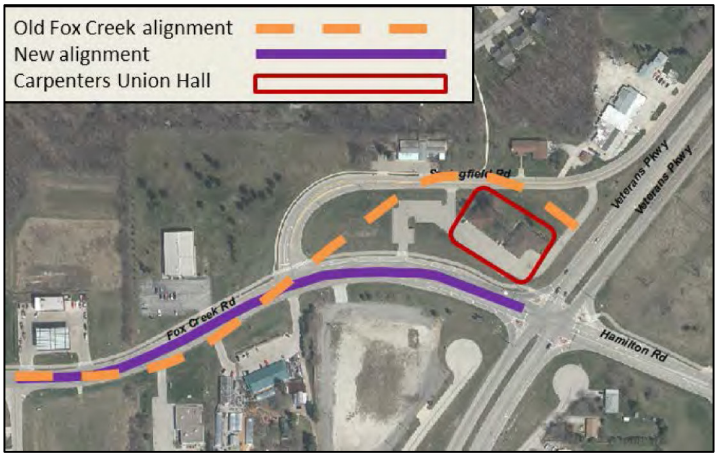
RECOMMENDATION/MOTION: That the ordinance be approved and the Right of Way vacated.

STRATEGIC PLAN LINK: 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE: 2a. Better quality roads and sidewalks.

BACKGROUND:

As the accompanying diagram shows, Fox Creek Road was relocated from the area directly north of the Carpenters Union Hall to the area directly south of the union hall as part of the south corridor project (Fox Creek/Hamilton Road). The union deeded property to the City to make the project possible, and the City agreed to vacate old Right of Way no longer in use and a small piece of adjacent City property to it the union.



The Planning Commission reviewed the Right of Way vacation on October 28, 2015, and voted in favor of the vacation unanimously.

This agenda item concerns only the proposed vacation of Right of Way. A separate agenda item concerns conveyance of land to the union.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: None. The transfer finalizes a prior arrangement.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by:

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: (legal fill in once reviewed – name, title)

Recommended by:

David A. Hales
City Manager

Attachments:

- Ordinance
- Legal description
- Location Map
- Planning Commission Draft Meeting Minutes
- COB Right-of-Way Vacation Plan Commission Report
- Fox Creek Vacations
- Old Fox Creek Vacation Utility Letters
- April 14 2003 Council Minutes

Motion: That the Ordinance be approved and the Right of Way be vacated.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION OF PUBLIC RIGHT OF WAY OF THE FORMER FOX CREEK ROAD ALIGNMENT NORTHWEST OF VETERANS PARKWAY.

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of a public right-of-way; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

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

WHEREAS, it is reasonable and proper to vacate said public right of way as requested in this case.

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

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

SECTION 2. The City hereby vacates the public right-of-way as depicted on the Vacation Plat attached as Exhibit A and directs the City Clerk to record the Vacation Plat. The City shall separately pass title to the vacated right-of-way by Quit Claim Deed.

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

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

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

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

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

PASSED this _____ day of _____, 2015.

APPROVED this _____ day of _____, 2015.

_____
Tari Renner
Mayor

ATTEST:

_____
Cherry Lawson
City Clerk

VACATION OF OLD FOX CREEK RD (AKA BEICH RD) RIGHT OF WAY

All that portion of Old Fox Creek Rd (aka Beich Rd) right of way contained in the following description:

A part of the southwest quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows;

Commencing at the northwest corner of Lot 1 of Stimeling Subdivision as recorded as Document Number 754505, McLean County, Illinois; thence along the westerly line of said Lot 1, South 00 degrees 19 minutes 55 seconds West 195.23 feet, to the **Point of Beginning**; thence North 81 degrees 45 minutes 44 seconds East 23.50 feet; thence North 87 degrees 22 minutes 20 seconds East 298.98 feet; thence along a line parallel with and offset 30.00 feet southerly from the Springfield Road centerline per City MFT Section Number 93-00295-00-PV, North 89 degrees 51 minutes 51 seconds East 221.80 feet; thence along a tangent curve to the left having a radius of 380.00 feet, an arc length of 128.80 feet, a chord bearing of North 80 degrees 09 minutes 14 seconds East and a chord length of 128.19 feet, to a point on the existing westerly Veterans Parkway right-of-way line, said curve also being concentric with and offset 30.00 feet southerly from said Springfield Road centerline per City MFT Section Number 93-00295-00-PV; thence along said westerly right-of-way line, South 37 degrees 35 minutes 46 seconds West 183.01 feet, to its intersection with the old existing southerly Fox Creek Road (also known as Beich Road) right-of-way line; thence along said southerly right-of-way line, North 52 degrees 17 minutes 46 seconds West 96.39 feet; thence continuing along said southerly right-of-way line, being a tangent curve to the left having a radius of 298.22 feet, an arc length of 394.20 feet a chord bearing of South 89 degrees 50 minutes 08 seconds West and a chord length of 366.12 feet; thence continuing along said southerly right-of-way line, South 51 degrees 58 minutes 02 seconds West 160.58 feet; thence along a curve to the left having a radius of 812.58 feet, an arc length of 111.57 feet, a chord bearing of South 82 degrees 15 minutes 06 seconds West and a chord length of 111.48 feet, said curve also being concentric with and offset 62.58 feet northerly from the existing Fox Creek Road centerline per City MFT Section number 93-00295-00-PV; thence North 46 degrees 08 minutes 12 seconds West 48.38 feet; thence North 09 degrees 44 minutes 27 seconds East 45.32 feet; thence North 42 degrees 34 minutes 57 seconds East 67.64 feet; thence North 64 degrees 18 minutes 45 seconds East 61.80 feet; thence North 81 degrees 45 minutes 44 seconds East 47.21 feet, to the Point of Beginning, containing 1.160 acres or 50,536 square feet, more or less, all in the City of Bloomington, McLean County, Illinois

City of Bloomington Illinois

Public Works Department

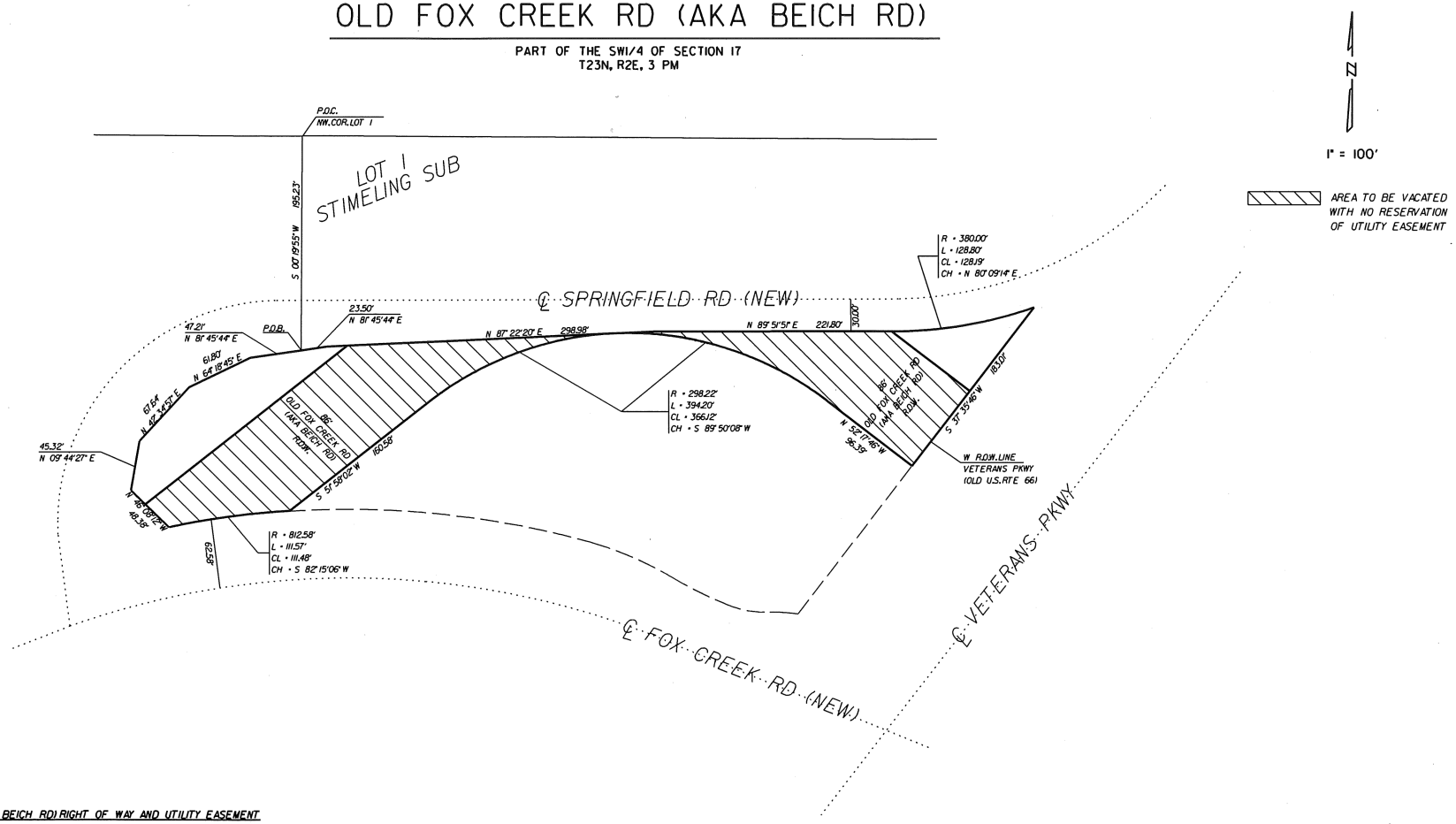
Location Map

0 150 300 Feet

DATE 09/23/2015

RIGHT OF WAY VACATION PLAT
OLD FOX CREEK RD (AKA BEICH RD)

PART OF THE SW1/4 OF SECTION 17
T23N, R2E, 3 PM



VACATION OF OLD FOX CREEK RD (AKA BEICH RD) RIGHT OF WAY AND UTILITY EASEMENT

All that portion of Old Fox Creek Rd (aka Beich Rd) right of way contained in the following description:

A part of the southwest quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows:

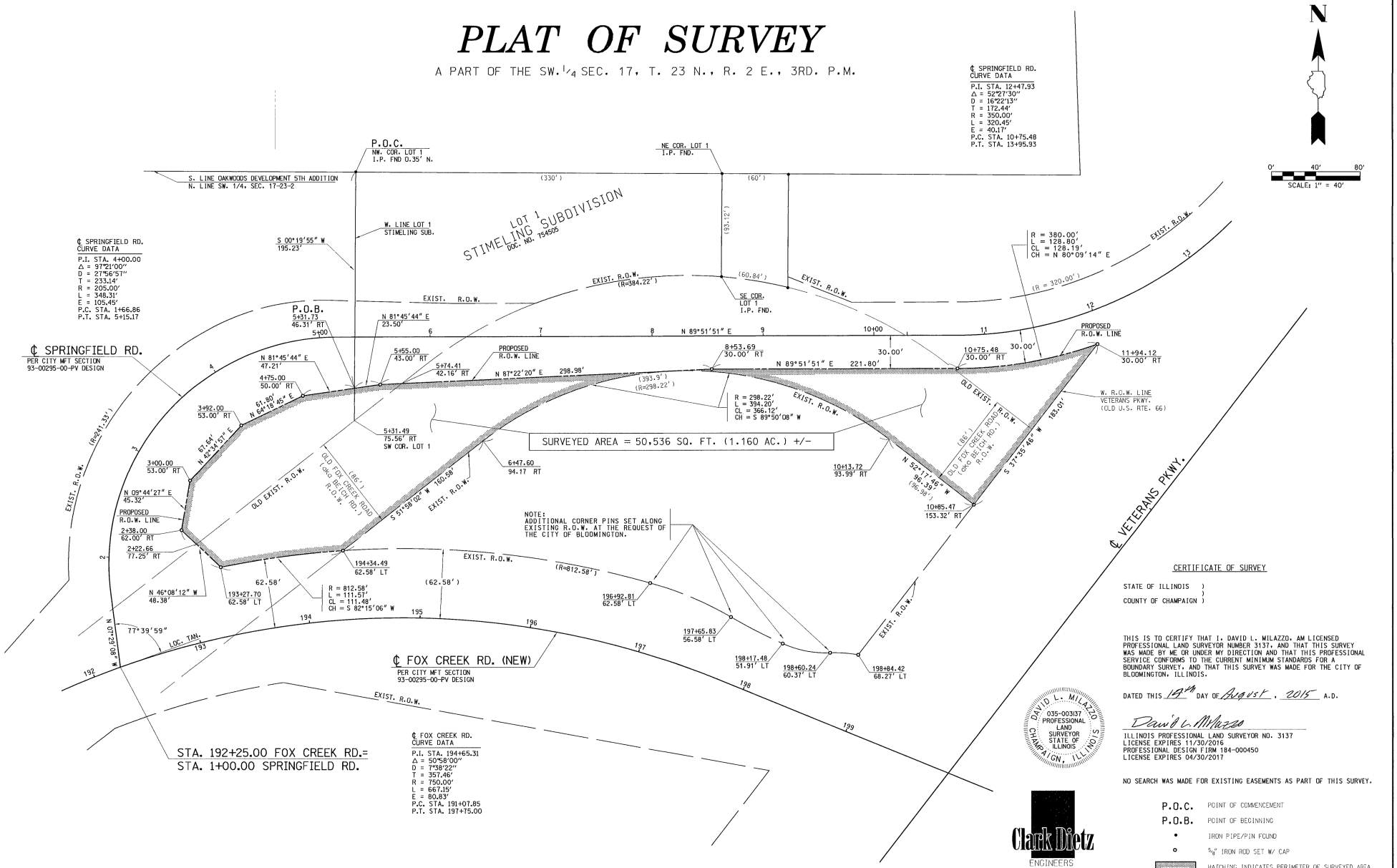
Commencing at the northwest corner of Lot 1 of Stimeling Subdivision as recorded as Document Number 754505, McLean County, Illinois; thence along the westerly line of said Lot 1, South 00 degrees 19 minutes 55 seconds West 195.23 feet, to the Point of Beginning; thence North 81 degrees 45 minutes 44 seconds East 23.50 feet; thence North 87 degrees 22 minutes 20 seconds East 298.98 feet; thence along a line parallel with and offset 30.00 feet southerly from the Springfield Road centerline per City MFT Section Number 93-00295-00-PV, North 89 degrees 51 minutes 51 seconds East 221.80 feet; thence along a tangent curve to the left having a radius of 380.00 feet, an arc length of 128.80 feet, a chord bearing of North 80 degrees 09 minutes 14 seconds East and a chord length of 128.19 feet, to a point on the existing westerly Veterans Parkway right-of-way line, said curve also being concentric with and offset 30.00 feet southerly from said Springfield Road centerline per City MFT Section Number 93-00295-00-PV; thence along said westerly right-of-way line, South 37 degrees 35 minutes 46 seconds West 183.01 feet, to its intersection with the old existing southerly Fox Creek Road (also known as Beich Road) right-of-way line; thence along said southerly right-of-way line, North 52 degrees 17 minutes 46 seconds West 96.39 feet; thence continuing along said southerly right-of-way line, being a tangent curve to the left having a radius of 298.22 feet, an arc length of 394.20 feet a chord bearing of South 89 degrees 50 minutes 08 seconds West and a chord length of 366.12 feet; thence continuing along said southerly right-of-way line, South 51 degrees 58 minutes 02 seconds West 160.58 feet; thence along a curve to the left having a radius of 812.58 feet, an arc length of 111.57 feet, a chord bearing of South 82 degrees 15 minutes 06 seconds West and a chord length of 111.48 feet, said curve also being concentric with and offset 62.58 feet northerly from the existing Fox Creek Road centerline per City MFT Section number 93-00295-00-PV; thence North 46 degrees 08 minutes 12 seconds West 48.38 feet; thence North 09 degrees 44 minutes 27 seconds East 45.32 feet; thence North 42 degrees 34 minutes 57 seconds East 67.64 feet; thence North 64 degrees 18 minutes 45 seconds East 61.80 feet; thence North 81 degrees 45 minutes 44 seconds East 47.21 feet, to the Point of Beginning, containing 1.160 acres or 50,536 square feet, more or less, all in the City of Bloomington, McLean County, Illinois

I HEREBY STATE THAT THIS IS A TRUE PLAT COMPILED FROM THE RECORDS OF THE CITY OF BLOOMINGTON, FOR THE PURPOSE OF RIGHT OF WAY VACATION.

KEVIN KOTHE P.E. — DATE
CITY ENGINEER
CITY OF BLOOMINGTON, ILLINOIS

PLAT OF SURVEY

A PART OF THE SW. 1/4 SEC. 17, T. 23 N., R. 2 E., 3RD. P.M.



CERTIFICATE OF SURVEY

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

THIS IS TO CERTIFY THAT I, DAVID L. MILAZZO, AM LICENSED PROFESSIONAL LAND SURVEYOR NUMBER 3137, AND THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECTION AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY. AND THAT THIS SURVEY WAS MADE FOR THE CITY OF BLOOMINGTON, ILLINOIS.

DATED THIS 19th DAY OF August, 2015 A.D.

David L. Milazzo

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3137
LICENSE EXPIRES 11/30/2016
PROFESSIONAL DESIGN FIRM 184-000450
LICENSE EXPIRES 04/30/2017

DAVID L. MILAZZO
035-003137
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
CHAMPAIGN, ILLINOIS

NO SEARCH WAS MADE FOR EXISTING EASEMENTS AS PART OF THIS SURVEY.

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
• IRON PIPE/PIN FOUND
○ 5/8" IRON ROD SET W/ CAP
HATCHING INDICATES PERIMETER OF SURVEYED AREA.

BEARINGS ARE BASED ON A LOCAL ASSUMED DATUM.

Clark Dietz
ENGINEERS
125 WEST CHURCH STREET
CHAMPAIGN, IL 61820
PHONE : 217.373.8900
FAX : 217.373.8923

UNAPPROVED MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, OCTOBER 28, 2015, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. Balmer, Mr.Barnett, Mr. Pearson, Mr. Protzman, Ms. Schubert, Mr. Scritchlow, Chairman Stanczak

MEMBERS ABSENT: Mr. Cornell, Mr. Suess

OTHERS PRESENT: Mr. Tom Dabareiner, Community Development Director
Mr. Kevin Kothe, City Engineer

CALL TO ORDER: Chairman Stanczak called the meeting to order at 4:00 P.M.

ROLL CALL: Mr. Dabareiner called the roll. A quorum was present.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the October 14, 2015 minutes. There being no changes, Mr. Pearson moved to approve the October 14, 2015, minutes. Mr. Scritchlow seconded the motion which passed by a vote of 7-0 with the following votes being cast on roll call: Mr. Balmer-yes; Mr. Scritchlow-yes; Mr. Barnett -yes; Mr. Protzman-yes; Mr. Pearson-yes; Ms. Schubert-yes, Chairman Stanczak-yes.

REGULAR AGENDA:
V-03-15. Public hearing and review on the petition filed by City of Bloomington, requesting approval to vacate a portion of the public right-of-way of the former Fox Creek Road (Beich Road) alignment.

Chairman Stanczak introduced the case. Mr. Kothe noted that the City is the petitioner. Mr. Kothe identified the location and provided background, noting this was part of a contract related to the acquisition of right of way for Fox Creek Road and Springfield Road realignments. He noted the vacation approval is long overdue and the urgency today is because the property is about to be sold and requires this land. Staff recommends approval of the vacation.

Chairman Stanczak opened the public hearing. No others present indicated a desire to speak in favor or against the petition. Chairman Stanczak closed the public hearing.

Mr. Pearson motioned to approve case V-03-15 to vacate a portion of the public right-of-way of the former Fox Creek Road (Beich Road) alignment. Mr. Barnett seconded the motion, which passed by a vote of 7-0 with the following votes being cast on roll call: Mr. Pearson-yes; Mr. Barnett -yes; Mr. Scritchlow-yes; Mr. Balmer-yes; Mr. Protzman-yes; Ms. Schubert-yes; Chairman Stanczak-yes.

CITY OF BLOOMINGTON
REPORT FOR THE PLANNING COMMISSION
OCTOBER ??, 2015

SUBJECT:	TYPE:	SUBMITTED BY:
V-03-15 Northwest of Veterans Pkwy., North of Fox Creek Rd., South of Springfield Rd.	Street Right-of-Way Vacation.	Kevin Kothe City Engineer

REQUEST
The petitioner is seeking a vacation of a public right-of-way with no retention of a public utility easement.

NOTICE
The application has been filed in conformance with applicable procedural and public notice requirements.

GENERAL INFORMATION
Owner and Applicant: City of Bloomington

PROPERTY INFORMATION
Existing Zoning: B-1, Highway Business District
Existing Land Use: Business Office
Property Size: 0.85+/- Acres

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North:	B-1, Highway Business District	Business and Residential
South:	B-1, Highway Business District	Vacant
East:	B-1, Highway Business District	Vacant
West:	B-2, General Business District	Business

ANALYSIS
Submittals
This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for vacation of a portion of the public right-of-way.
2. Aerial photograph
3. Vacation Map
4. Photographs

Project Description
The petitioner desires to vacate a portion of the public right-of-way of the former Fox Creek Road alignment also known as Beich Road with no reservation of utility easements as there are none present and the local public utilities have provided written evidence it is not needed. The vacation is necessary to complete a land transfer to the Carpenters Hall that was previously agreed to by the City of Bloomington in exchange for the right-of-way for the relocated Springfield Road and Fox Creek Road. The City Council authorized this action as part of the contract for the acquisition of right-of-way for the Fox Creek Road and Springfield Road realignments on April 14, 2003.

Nearby Land Uses
The subject property has businesses to the north and west across Springfield Road. There is also a home to the north at 2341 Springfield Road in a B-1 zoning district. The land to the south is the former site of a motel which was demolished several years ago. A church currently owns the vacant property. The land to the east was recently annexed and is currently vacant.

The right-of-way to be vacated was used for the former roadway before the new alignments for Fox Creek Road and Springfield Road. There are no utilities present and therefore there is no need to reserve a utility easement. The local public utilities were contacted and have submitted letters stating they have no facilities in the part to be vacated.

STAFF RECOMMENDATION:
Since the right-of-way is no longer needed for a public street, staff recommends the Planning Commission pass a motion recommending that the City Council approve the request to vacate a portion of the right-of-way of the former Fox Creek Road alignment also known as Beich Road in Case V-03-15 located northwest of Veterans Parkway, north of Fox Creek Road, south of Springfield Road and described in Exhibit A.

Respectfully submitted,

Kevin Kothe
City Engineer

PETITION FOR VACATION OF A PORTION OF THE PUBLIC RIGHT OF WAY OF THE FORMER FOX CREEK ROAD ALIGNMENT NORTHWEST OF VETERANS PARKWAY.

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now comes the City of Bloomington, Illinois, a municipal corporation, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as the owner of the public right of way legally described in Exhibit "A" attached hereto and made a part hereof by this reference;

2. That your Petitioner seeks approval of the vacation of public right of way;

3. That said vacation of right of way is reasonable and proper because such access is not needed for public right-of-way by said City.

WHEREFORE, your Petitioner prays that the public right-of-way be vacated with no reservation of utility easements as there are none present and the local public utilities have provided written evidence it is not needed.

Respectfully submitted,

By: Kevin Kothe, City Engineer

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION OF PUBLIC RIGHT OF WAY OF THE FORMER FOX CREEK ROAD ALIGNMENT NORTHWEST OF VETERANS PARKWAY.

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of a public right-of-way; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

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

WHEREAS, it is reasonable and proper to vacate said public right of way as requested in this case.

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

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

SECTION 2. The City hereby vacates the public right-of-way as depicted on the Vacation Plat attached as Exhibit A. Title to the vacated public right-of-way shall be acquired by the adjacent property owner of Tax PIN 21-17-302-017.

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

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

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

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

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

PASSED this _____ day of _____, 2015.

APPROVED this _____ day of _____, 2015.

_____
Tari Renner
Mayor

ATTEST:

_____
Cherry Lawson
City Clerk

EXHIBIT A
Legal Description

All that portion of Old Fox Creek Road (aka Beich Road) right of way contained in the following description:

A part of the southwest quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows;

Commencing at the northwest corner of Lot 1 of Stimeling Subdivision as recorded as Document Number 754505, McLean County, Illinois; thence along the westerly line of said Lot 1, South 00 degrees 19 minutes 55 seconds West 195.23 feet, to the **Point of Beginning**; thence North 81 degrees 45 minutes 44 seconds East 23.50 feet; thence North 87 degrees 22 minutes 20 seconds East 298.98 feet; thence along a line parallel with and offset 30.00 feet southerly from the Springfield Road centerline per City MFT Section Number 93-00295-00-PV, North 89 degrees 51 minutes 51 seconds East 221.80 feet; thence along a tangent curve to the left having a radius of 380.00 feet, an arc length of 128.80 feet, a chord bearing of North 80 degrees 09 minutes 14 seconds East and a chord length of 128.19 feet, to a point on the existing westerly Veterans Parkway right-of-way line, said curve also being concentric with and offset 30.00 feet southerly from said Springfield Road centerline per City MFT Section Number 93-00295-00-PV; thence along said westerly right-of-way line, South 37 degrees 35 minutes 46 seconds West 183.01 feet, to its intersection with the old existing southerly Fox Creek Road (also known as Beich Road) right-of-way line; thence along said southerly right-of-way line, North 52 degrees 17 minutes 46 seconds West 96.39 feet; thence continuing along said southerly right-of-way line, being a tangent curve to the left having a radius of 298.22 feet, an arc length of 394.20 feet a chord bearing of South 89 degrees 50 minutes 08 seconds West and a chord length of 366.12 feet; thence continuing along said southerly right-of-way line, South 51 degrees 58 minutes 02 seconds West 160.58 feet; thence along a curve to the left having a radius of 812.58 feet, an arc length of 111.57 feet, a chord bearing of South 82 degrees 15 minutes 06 seconds West and a chord length of 111.48 feet, said curve also being concentric with and offset 62.58 feet northerly from the existing Fox Creek Road centerline per City MFT Section number 93-00295-00-PV; thence North 46 degrees 08 minutes 12 seconds West 48.38 feet; thence North 09 degrees 44 minutes 27 seconds East 45.32 feet; thence North 42 degrees 34 minutes 57 seconds East 67.64 feet; thence North 64 degrees 18 minutes 45 seconds East 61.80 feet; thence North 81 degrees 45 minutes 44 seconds East 47.21 feet, to the Point of Beginning, containing 1.160 acres or 50,536 square feet, more or less, all in the City of Bloomington, McLean County, Illinois

Ameren
ILLINOIS

September 11, 2015

Troy Olson
City of Bloomington-Public Works Department
P.O. Box 3157
Bloomington, IL 61702-3157

Mr. Olson:

Ameren has reviewed the proposed street vacation of the old Fox Creek Road in the vicinity of Springfield Road, Fox Creek Road, and Veterans Parkway in Southwest Bloomington.

Ameren does not have any facilities in this area, and has no objections to the vacation as proposed.

If you have any questions, please let me know.

Sincerely,

Marty Behrens

Marty Behrens, P.E.
Supervising Engineer-Division 3
Ameren Illinois

Nicor Gas™
An AGL Resources Company

1844 Ferry Road
Naperville, IL 60563

630 983.8676 phone
www.nicorgas.com

September 10, 2015

Troy Olson, Engineering Technician
City of Bloomington
115 E. Washington St.
Bloomington, IL 61702-3157

RE: Vacation of Old Fox Creek Road right-of-way

Dear Mr. Olson:

Let this letter serve as a response to your email dated August 25, 2010 in regards to the vacation of Old Creek Road right-of-way as shown in the three documents attached to your email. A review of our Atlas Pages do not appear to show any facilities within these areas. If you have any questions please feel free to contact me at (630) 388-3729.

Sincerely,

Eric L. Sadler, CFM
Land Management Agent

Cc: File

From: Troy Olson/Cityblm
To: Troy Olson/Cityblm@Cityblm
Bcc: MBehrens@ameren.com, esadler@aglresources.com, thomas.terry@ftr.com, Frank_Gautier@cable.comcast.com, "Jason Cotner" <jcotner@cornbeltenergy.com>

Date: Tuesday, August 25, 2015 04:43PM
Subject: Requesting letters for vacation of right-of-way

Hello,

The city is looking to vacate the old Fox Creek Rd right-of-way (shown in red on the attached documents) and transfer the land back to the Carpenters Hall on the south side of Springfield Rd. The city also is looking to vacate and transfer the the portion of old Fox Creek Rd right-of-way north of the new Springfield Rd right-of-way back to the Canine Classic Kennel. We are transferring the remainder of property not used for the new Springfield Rd right-of-way back as well (shown in green on the attached carpenters hall document). Please respond in writing with signature by September 7, 2015 letting us know whether or not you have facilities in the red or green areas shown on the attached survey plats. If you have any questions please feel free to call me at 309-434-2429 or my cell 309-275-2807.

Please mail to:

Attn: Troy Olson
Public Works Department
109 East Olive St
P.O. Box 3157
Bloomington, IL 61702-3157

Thank You,

Troy Olson
Engineering Technician
City of Bloomington
115 E Washington St
Bloomington, IL 61702-3157
(309)434-2225, Fax (309)434-2201
tolson@cityblm.org

Attachments:

SpringfieldVacationMap.pdf carpenters.pdf kennel.pdf

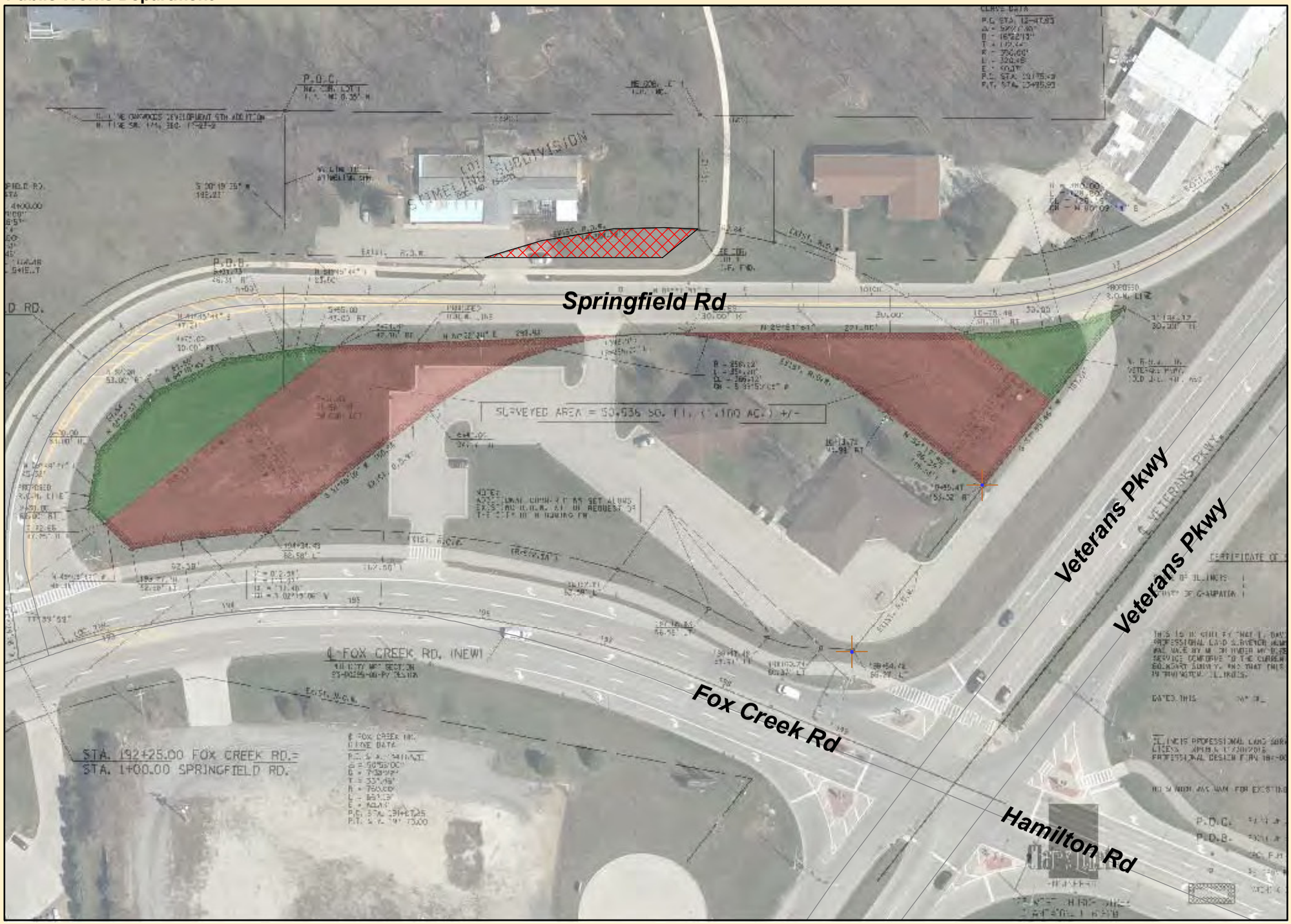
CITY OF Bloomington ILLINOIS

Public Works Department

Proposed Street Vacation Map

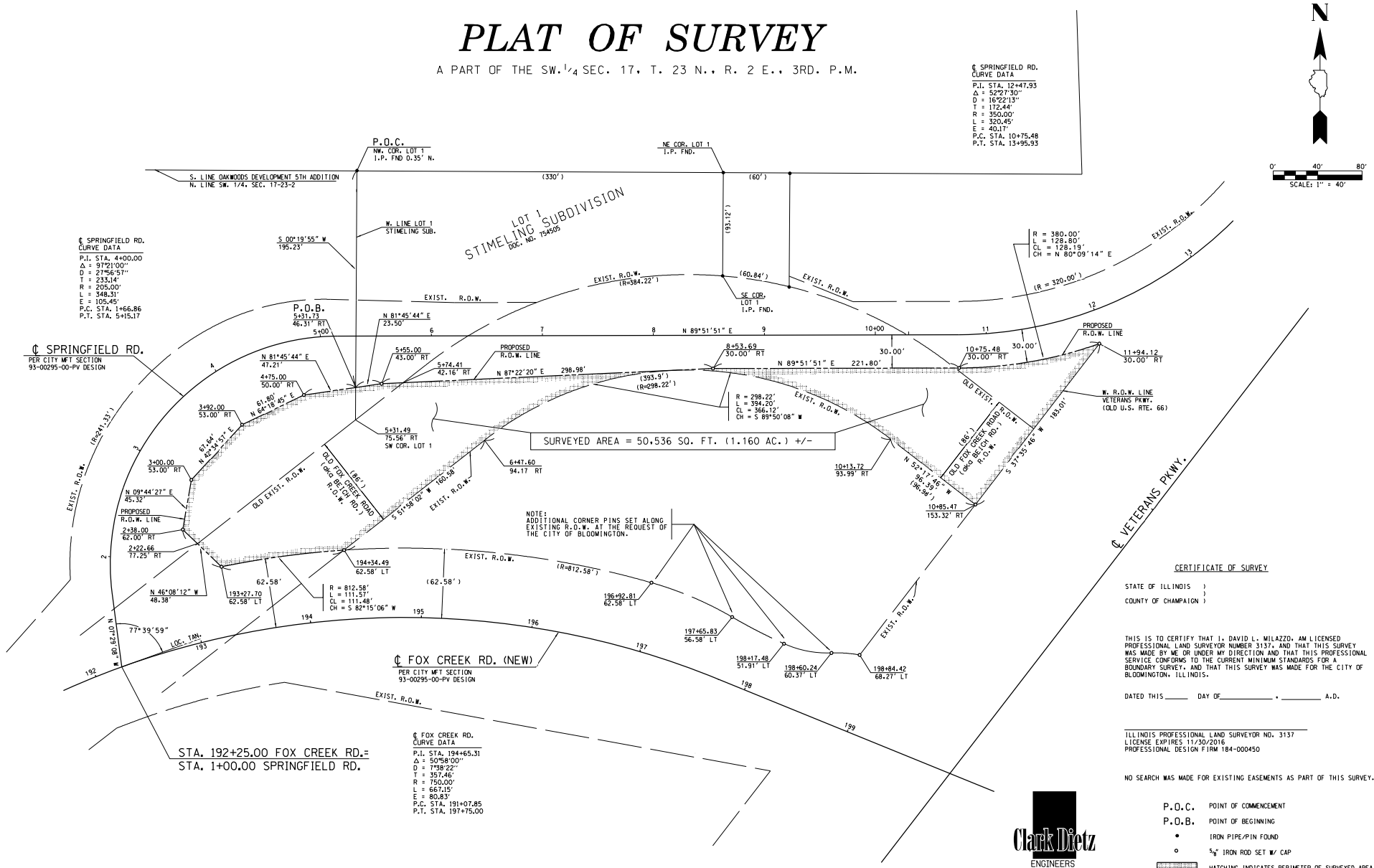
0 50 100 Feet

DATE 08/20/2015



PLAT OF SURVEY

A PART OF THE SW.¼ SEC. 17, T. 23 N., R. 2 E., 3RD. P.M.



CERTIFICATE OF SURVEY

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

THIS IS TO CERTIFY THAT I, DAVID L. MILAZZO, AM LICENSED PROFESSIONAL LAND SURVEYOR NUMBER 3137, AND THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECTION AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY, AND THAT THIS SURVEY WAS MADE FOR THE CITY OF BLOOMINGTON, ILLINOIS.

DATED THIS_____ DAY OF_____, _____ A.D.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3137
LICENSE EXPIRES 11/30/2016
PROFESSIONAL DESIGN FIRM 184-000450

NO SEARCH WAS MADE FOR EXISTING EASEMENTS AS PART OF THIS SURVEY.

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
• IRON PIPE/PIN FOUND
○ ⅝" IRON ROD SET W/ CAP
HATCHING INDICATES PERIMETER OF SURVEYED AREA.

BEARINGS ARE BASED ON A LOCAL ASSUMED DATUM.

Clark Dietz
ENGINEERS
125 WEST CHURCH STREET
CHAMPAIGN, IL 61820
PHONE : 217.373.8900
FAX : 217.373.8923

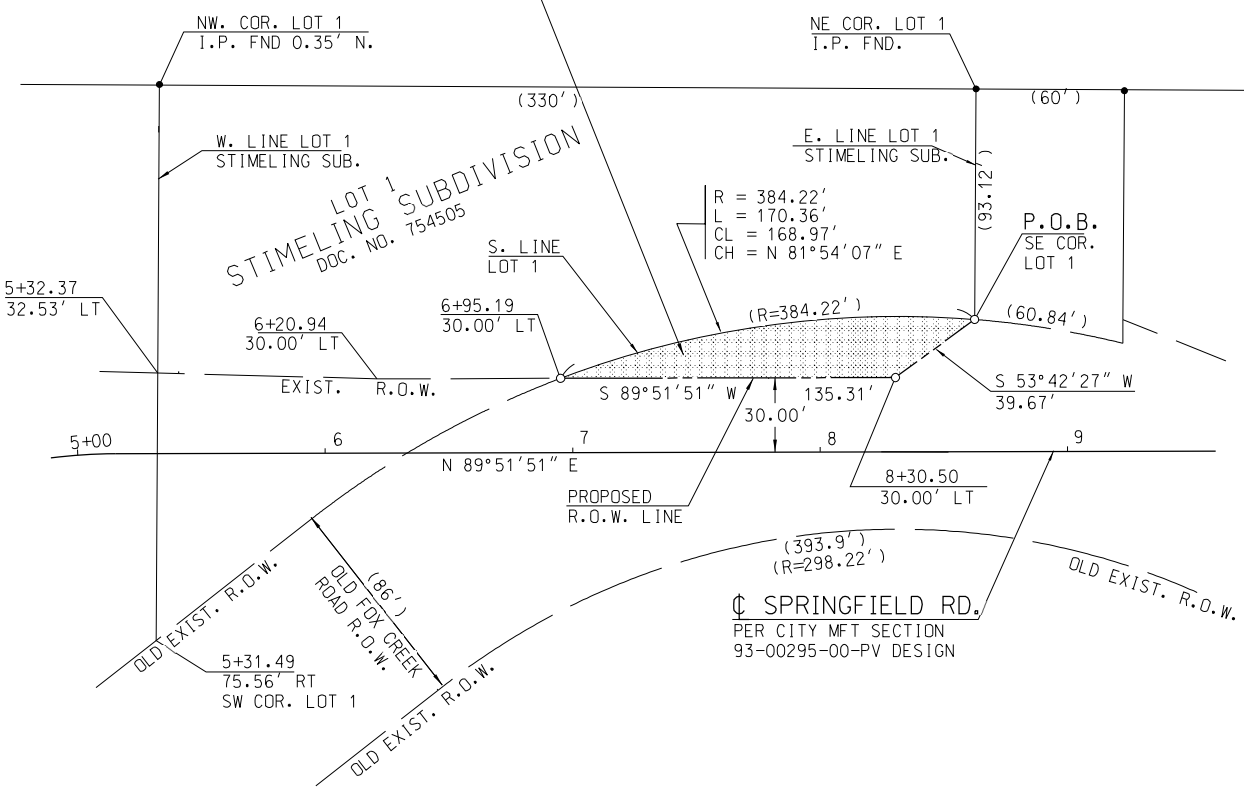
PLAT OF SURVEY

A PART OF THE SW.¼ SEC. 17, T. 23 N., R. 2 E., 3RD. P.M.

0′ 50′ 100′
SCALE: 1″ = 50′

N

SURVEYED AREA = 2645 SQ. FT. +/-



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DATED THIS _____ DAY OF _____ , _____ A.D.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3137
LICENSE EXPIRES 11/30/2016
PROFESSIONAL DESIGN FIRM 184-000450

DAVID L. MILAZZO
035-003137
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
CHAMPAIGN, ILLINOIS

P.O.B. POINT OF BEGINNING

● IRON PIPE/PIN FOUND

○ ⅝″ IRON ROD SET W/ CAP

HATCHING INDICATES SURVEYED AREA.

BEARINGS ARE BASED ON A LOCAL ASSUMED DATUM.

Clark Dietz
ENGINEERS
125 WEST CHURCH STREET
CHAMPAIGN, IL 61820
PHONE : 217.373.8900
FAX : 217.373.8923

Frontier North Inc.
Centralized JT Use Team
109 E Market St
Bloomington, IL 61701

August 27, 2015

City of Bloomington Public Works Dept
Attn: Troy Olson
109 East Olive St PO Box 3157
Bloomington, IL 61702-3157
309-434-2429

RE: **VACATION OF OLD FOX CREEK RD (AKA BEICH RD) RIGHT OF WAY**

Dear Mr. Olson,

Frontier North Inc. has no facilities within the vacating the portions of Fox Creek Rd as depicted on the attached maps and described below; Frontier North Inc. will have no objections to the vacation of right-of-way.

Tract 1 - A part of the existing Fox Creek Road right-of-way, also known as Beich Road, and also known currently as Springfield Road, and also being a part of southwest quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows;

Beginning at the southeast corner of Lot 1 of Stimeling Subdivision as recorded as Document Number 754505, McLean County, Illinois; thence South 53 degrees 42 minutes 27 seconds West 39.67 feet; thence along a line parallel with and 30.00 feet offset northerly from the Springfield Road centerline per City MFT Section number 93-00295-00-PV, South 89 degrees 51 minutes 51 seconds West 135.31 feet, to a point on the southerly line of aforesaid Lot 1, said southerly line of Lot 1also being the northerly right-of-way line of Beich Road per aforesaid Document Number 754505; thence along said southerly line of Lot 1, being a curve to the right having a radius of 384.22 feet, an arc length of 170.36 feet, a chord bearing of North 81 degrees 54 minutes 07 seconds East and a chord length of 168.97 feet, to the Point of Beginning, containing 2645 square feet, more or less, all in the City of Bloomington, McLean County, Illinois.

Tract 2 – A part of the southwest quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows;

Commencing at the northwest corner of Lot 1 of Stimeling Subdivision as recorded as Document Number 754505, McLean County, Illinois; thence along the westerly line of said Lot 1, South 00 degrees 19 minutes 55 seconds West 195.23 feet, to the **Point of Beginning**; thence North 81 degrees 45 minutes 44 seconds East 23.50 feet; thence

North 87 degrees 22 minutes 20 seconds East 298.98 feet; thence along a line parallel with and offset 30.00 feet southerly from the Springfield Road centerline per City MFT Section Number 93-00295-00-PV, North 89 degrees 51 minutes 51 seconds East 221.80 feet; thence along a tangent curve to the left having a radius of 380.00 feet, an arc length of 128.80 feet, a chord bearing of North 80 degrees 09 minutes 14 seconds East and a chord length of 128.19 feet, to a point on the existing westerly Veterans Parkway right-of-way line, said curve also being concentric with and offset 30.00 feet southerly from said Springfield Road centerline per City MFT Section Number 93-00295-00-PV; thence along said westerly right-of-way line, South 37 degrees 35 minutes 46 seconds West 183.01 feet, to its intersection with the old existing southerly Fox Creek Road (also known as Beich Road) right-of-way line; thence along said southerly right-of-way line, North 52 degrees 17 minutes 46 seconds West 96.39 feet; thence continuing along said southerly right-of-way line, being a tangent curve to the left having a radius of 298.22 feet, an arc length of 394.20 feet a chord bearing of South 89 degrees 50 minutes 08 seconds West and a chord length of 366.12 feet; thence continuing along said southerly right-of-way line, South 51 degrees 58 minutes 02 seconds West 160.58 feet; thence along a curve to the left having a radius of 812.58 feet, an arc length of 111.57 feet, a chord bearing of South 82 degrees 15 minutes 06 seconds West and a chord length of 111.48 feet, said curve also being concentric with and offset 62.58 feet northerly from the existing Fox Creek Road centerline per City MFT Section number 93-00295-00-PV; thence North 46 degrees 08 minutes 12 seconds West 48.38 feet; thence North 09 degrees 44 minutes 27 seconds East 45.32 feet; thence North 42 degrees 34 minutes 57 seconds East 67.64 feet; thence North 64 degrees 18 minutes 45 seconds East 61.80 feet; thence North 81 degrees 45 minutes 44 seconds East 47.21 feet, to the Point of Beginning, containing 1.160 acres or 50,536 square feet, more or less, all in the City of Bloomington, McLean County, Illinois

If you have any further questions or concern, please contact Torrey French, at (309) 827-1715 or myself at (309) 557-1368.

Sincerely,

Terry Thomas
Centralized Joint Use Team
Sr. Specialist - Network Engineering

cc: Torrey French, Bloomington, IL

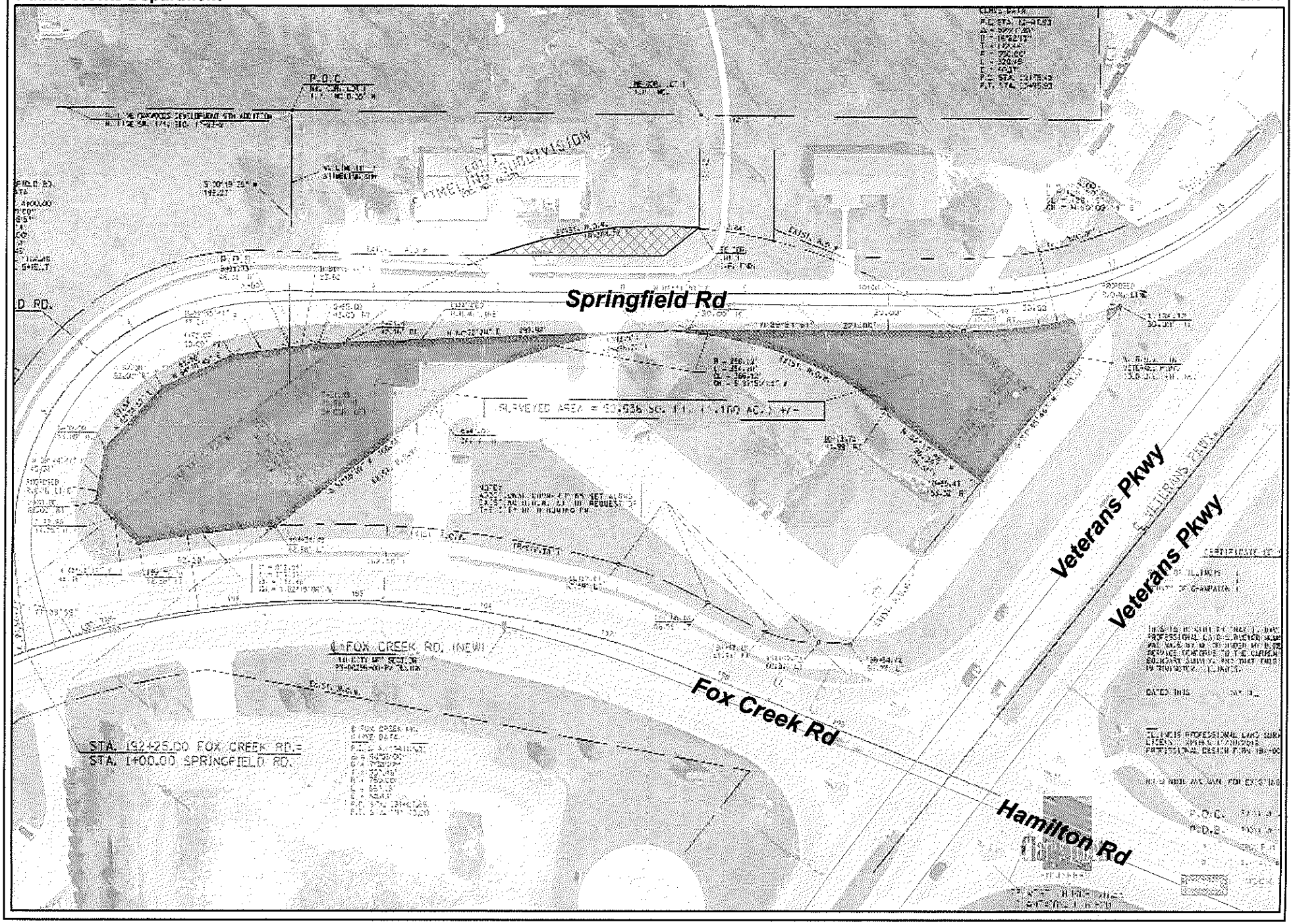
City of Bloomington ILLINOIS

Public Works Department

Proposed Street Vacation Map

0 50 100 Feet

DATE 08/20/2015



VACATION OF OLD FOX CREEK RD (AKA BEICH RD) RIGHT OF WAY

A part of the existing Fox Creek Road right-of-way, also known as Beich Road, and also known currently as Springfield Road, and also being a part of southwest quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows;

Beginning at the southeast corner of Lot 1 of Stimeling Subdivision as recorded as Document Number 754505, McLean County, Illinois; thence South 53 degrees 42 minutes 27 seconds West 39.67 feet; thence along a line parallel with and 30.00 feet offset northerly from the Springfield Road centerline per City MFT Section number 93-00295-00-PV, South 89 degrees 51 minutes 51 seconds West 135.31 feet, to a point on the southerly line of aforesaid Lot 1, said southerly line of Lot 1also being the northerly right-of-way line of Beich Road per aforesaid Document Number 754505; thence along said southerly line of Lot 1, being a curve to the right having a radius of 384.22 feet, an arc length of 170.36 feet, a chord bearing of North 81 degrees 54 minutes 07 seconds East and a chord length of 168.97 feet, to the Point of Beginning, containing 2645 square feet, more or less, all in the City of Bloomington, McLean County, Illinois.

Tract 1

VACATION OF OLD FOX CREEK RD (AKA BEICH RD) RIGHT OF WAY

A part of the existing Fox Creek Road right-of-way, also known as Beich Road, and also known currently as Springfield Road, and also being a part of southwest quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows;

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PLAT OF SURVEY

A PART OF THE SW.1/4 SEC. 17, T. 23 N., R. 2 E., 3RD. P.M.

0' 50' 100'
SCALE: 1" = 50'

N

SURVEYED AREA = 2645 SQ. FT. +/-

NW. COR. LOT 1
I.P. FND 0.35' N.

NE COR. LOT 1
I.P. FND.

(330')

(60')

W. LINE LOT 1
STIMELING SUB.

E. LINE LOT 1
STIMELING SUB.

LOT 1
STIMELING SUBDIVISION
DOC. NO. 754505

R = 384.22'
L = 170.36'
CL = 168.97'
CH = N 81°54'07" E

(93.12')

P.O.B.
SE COR.
LOT 1

S. LINE
LOT 1

5+32.37
32.53' LT

6+20.94
30.00' LT

6+95.19
30.00' LT

(R=384.22')

(60.84')

EXIST. R.O.W.

S 89°51'51" W

135.31'

30.00'

S 53°42'27" W
39.67'

5+00

6

7

8

9

N 89°51'51" E

PROPOSED
R.O.W. LINE

8+30.50
30.00' LT

(393.9')
(R=298.22')

OLD EXIST. R.O.W.

OLD EXIST. R.O.W.

(86')
OLD FOX CREEK
ROAD R.O.W.

℄ SPRINGFIELD RD.
PER CITY MFT SECTION
93-00295-00-PV DESIGN

5+31.49
75.56' RT
SW COR. LOT 1

OLD EXIST. R.O.W.

CERTIFICATE OF SURVEY

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

THIS IS TO CERTIFY THAT I, DAVID L. MILAZZO, AM LICENSED PROFESSIONAL LAND SURVEYOR NUMBER 3137, AND THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECTION AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY, AND THAT THIS SURVEY WAS MADE FOR THE CITY OF BLOOMINGTON, ILLINOIS.

DATED THIS _____ DAY OF _____, _____ A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3137
LICENSE EXPIRES 11/30/2016
PROFESSIONAL DESIGN FIRM 184-000450

DAVID L. MILAZZO
035-003137
PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS
CHAMPAIGN, ILLINOIS

P.O.B. POINT OF BEGINNING

• IRON PIPE/PIN FOUND

○ 5/8" IRON ROD SET W/ CAP

HATCHING INDICATES SURVEYED AREA.

BEARINGS ARE BASED ON A LOCAL ASSUMED DATUM.

Clark Dietz
ENGINEERS
125 WEST CHURCH STREET
CHAMPAIGN, IL 61820
PHONE : 217.373.8900
FAX : 217.373.8923

Tract 2

VACATION OF OLD FOX CREEK RD (AKA BEICH RD) RIGHT OF WAY

All that portion of Old Fox Creek Rd (aka Beich Rd) right of way contained in the following description:

A part of the southwest quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows;

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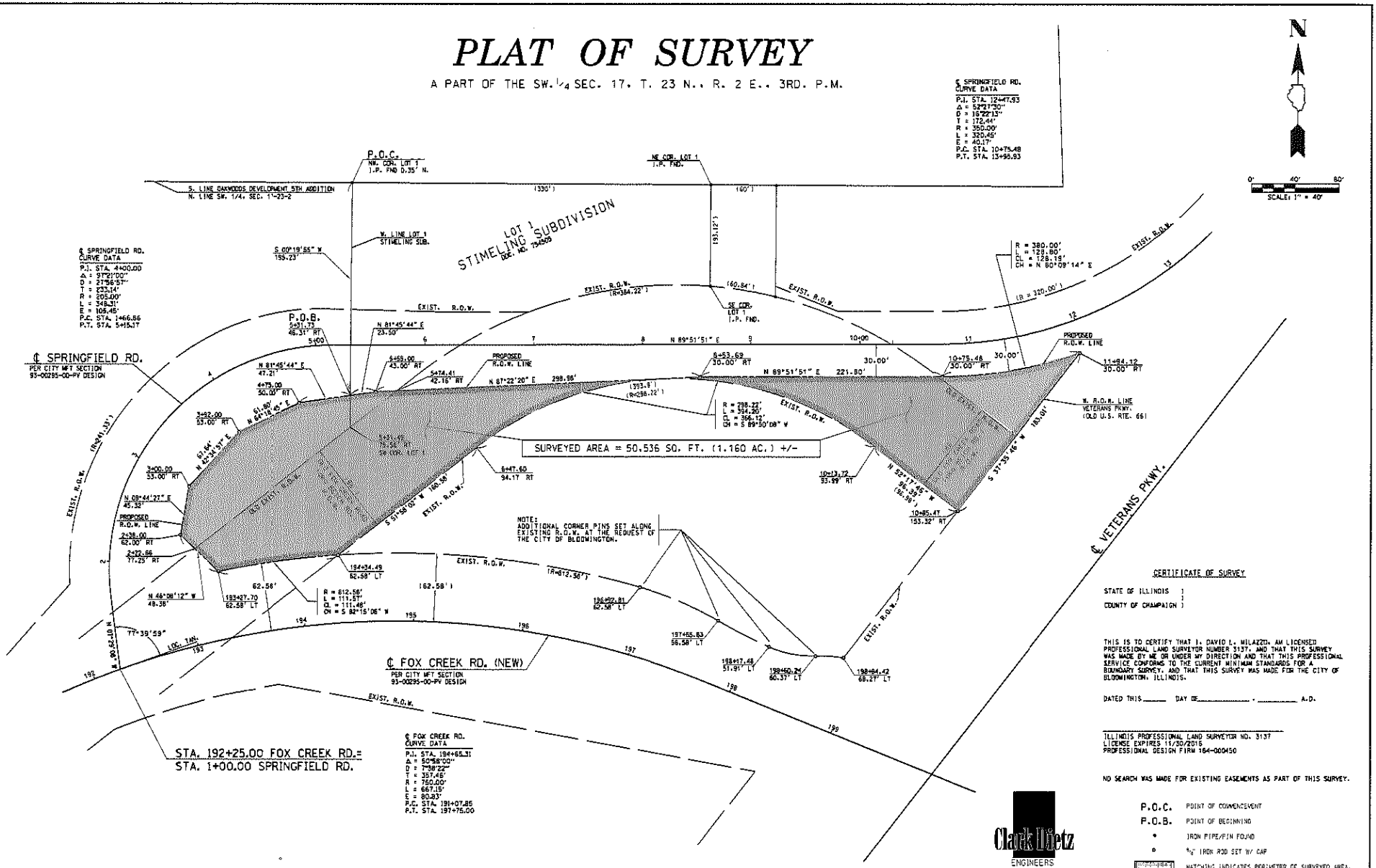
PLAT OF SURVEY

A PART OF THE SW. 1/4 SEC. 17, T. 23 N., R. 2 E., 3RD. P.M.



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)
COUNTY OF CHAMPAIGN)

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DATED THIS_____ DAY OF_____, _____ A.D.

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PROFESSIONAL DESIGN FIRM 184-000450

NO SEARCH WAS MADE FOR EXISTING EASEMENTS AS PART OF THIS SURVEY.

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
• IRON PIPE/PIN FOUND
⊙ 5/8" IRON ROD SET W/ CAP
HATCHING INDICATES PERIMETER OF SURVEYED AREA.

BEARINGS ARE BASED ON A LOCAL ASSUMED DATUM.

Clark Dietz
ENGINEERS
125 WEST CHURCH STREET
CHAMPAIGN, IL 61820
PHONE : 217.373.8900
FAX : 217.373.8923

CORN BELT ENERGY

Count on Corn Belt!

Your Local Energy Resource

Your Touchstone Energy® Cooperative

August 26, 2015

Troy Olson
Public Works Department
109 East Olive St
P.O. Box 3157
Bloomington, IL 61702-3157

RE: Easement vacation.

Dear Mr. Olson,

Corn Belt Energy has no objection to vacation of the easement area described in your easement vacation plat near the intersection of Springfield Road and Fox Creek Road. Corn Belt does not serve electric needs in this area. We cannot speak for other utilities in regards to easement needs in this area.

Respectfully,

Jason Cotner
Field Engineer

From: Troy Olson/Cityblm
To: Troy Olson/Cityblm@Cityblm
Bcc: MBehrens@ameren.com, esadler@aglresources.com, thomas.terry@ftr.com, Frank_Gautier@cable.comcast.com, "Jason Cotner" <jcotner@cornbeltenergy.com>

Date: Tuesday, August 25, 2015 04:43PM
Subject: Requesting letters for vacation of right-of-way

Hello,

The city is looking to vacate the old Fox Creek Rd right-of-way (shown in red on the attached documents) and transfer the land back to the Carpenters Hall on the south side of Springfield Rd. The city also is looking to vacate and transfer the the portion of old Fox Creek Rd right-of-way north of the new Springfield Rd right-of-way back to the Canine Classic Kennel. We are transferring the remainder of property not used for the new Springfield Rd right-of-way back as well (shown in green on the attached carpenters hall document). Please respond in writing with signature by September 7, 2015 letting us know whether or not you have facilities in the red or green areas shown on the attached survey plats. If you have any questions please feel free to call me at 309-434-2429 or my cell 309-275-2807.

Please mail to:

Attn: Troy Olson
Public Works Department
109 East Olive St
P.O. Box 3157
Bloomington, IL 61702-3157

Thank You,

Troy Olson
Engineering Technician
City of Bloomington
115 E Washington St
Bloomington, IL 61702-3157
(309)434-2225, Fax (309)434-2201
tolson@cityblm.org

Attachments:

SpringfieldVacationMap.pdf carpenters.pdf kennel.pdf

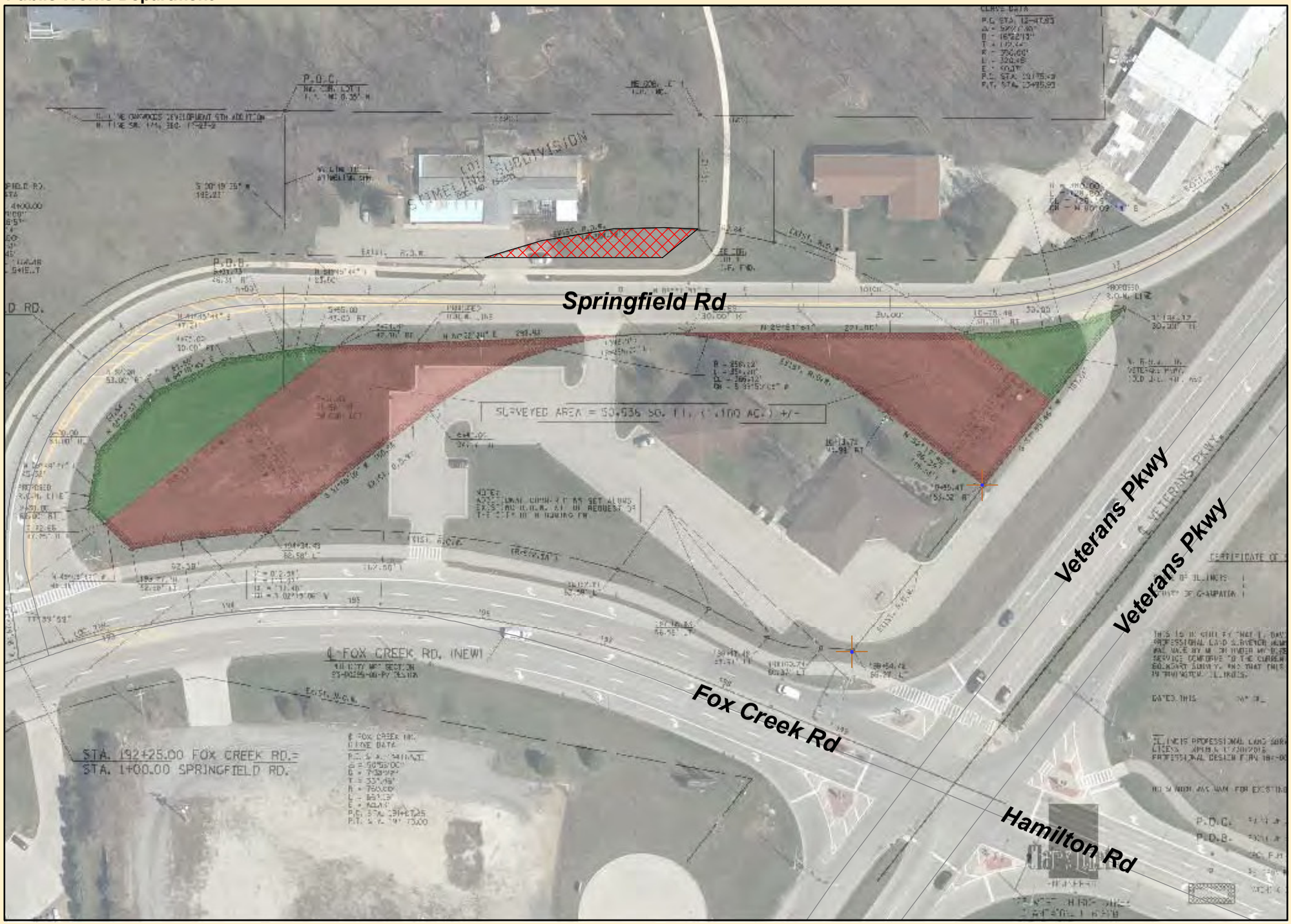
CITY OF Bloomington ILLINOIS

Public Works Department

Proposed Street Vacation Map

0 50 100 Feet

DATE 08/20/2015



PLAT OF SURVEY

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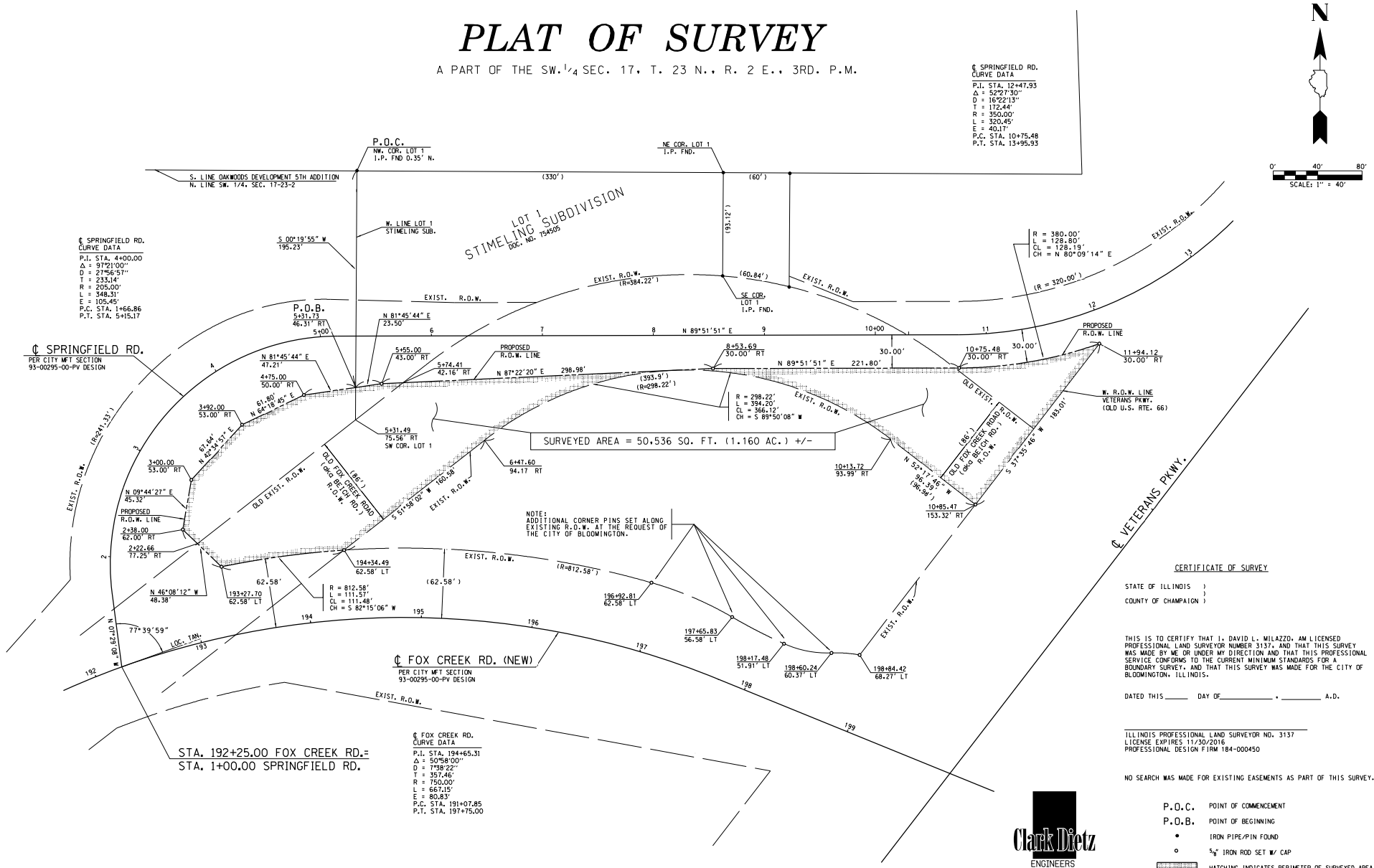

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COUNTY OF CHAMPAIGN)

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ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3137
LICENSE EXPIRES 11/30/2016
PROFESSIONAL DESIGN FIRM 184-000450

NO SEARCH WAS MADE FOR EXISTING EASEMENTS AS PART OF THIS SURVEY.

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
• IRON PIPE/PIN FOUND
○ ⅝" IRON ROD SET W/ CAP
HATCHING INDICATES PERIMETER OF SURVEYED AREA.

BEARINGS ARE BASED ON A LOCAL ASSUMED DATUM.

Clark Dietz
ENGINEERS
125 WEST CHURCH STREET
CHAMPAIGN, IL 61820
PHONE : 217.373.8900
FAX : 217.373.8923

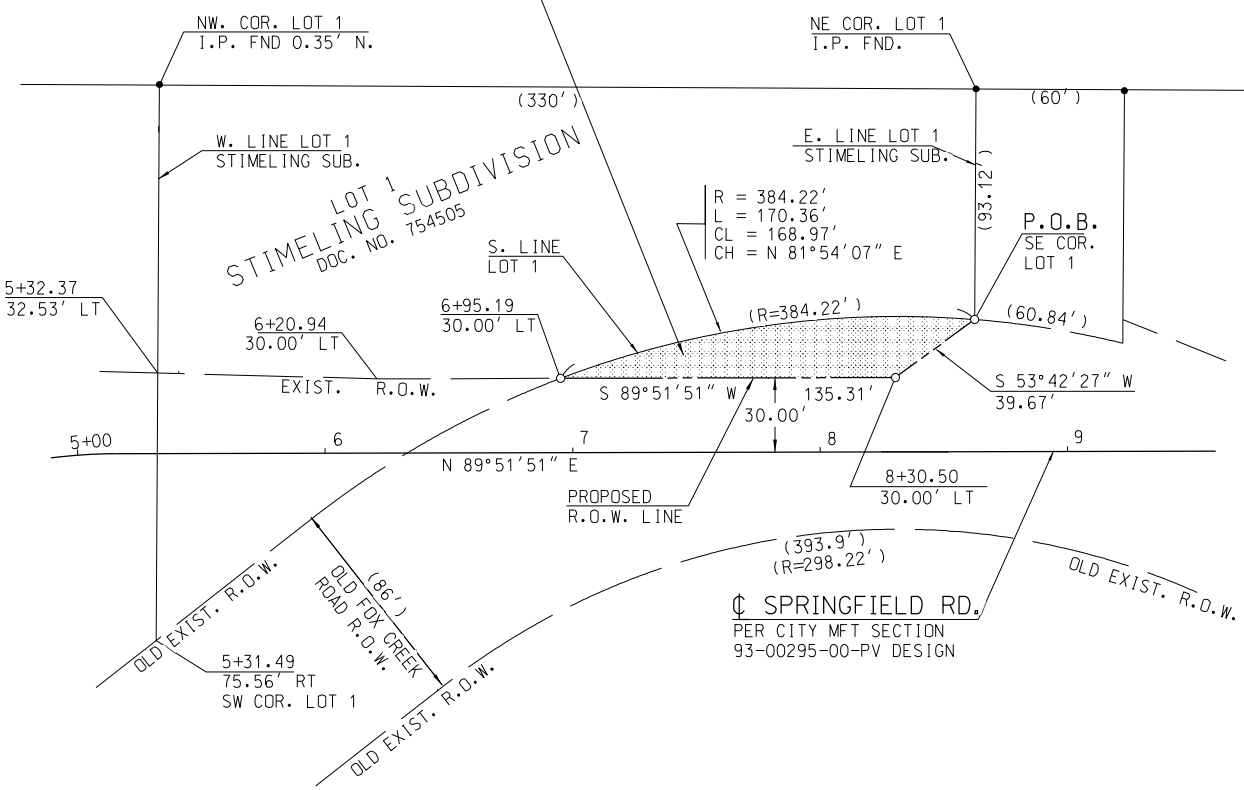
PLAT OF SURVEY

A PART OF THE SW.¼ SEC. 17, T. 23 N., R. 2 E., 3RD. P.M.

0′ 50′ 100′
SCALE: 1″ = 50′

N

SURVEYED AREA = 2645 SQ. FT. +/-



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PROFESSIONAL DESIGN FIRM 184-000450

DAVID L. MILAZZO
035-003137
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
CHAMPAIGN, ILLINOIS

P.O.B. POINT OF BEGINNING

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ENGINEERS
125 WEST CHURCH STREET
CHAMPAIGN, IL 61820
PHONE : 217.373.8900
FAX : 217.373.8923

COMCAST

September 14, 2015

City of Bloomington
Public Works Department
109 Olive Street
P.O. Box 3157
Bloomington, Illinois 61702-3157
Attn: Troy Olson, Engineering Technician

Re: Proposed vacation of original right-of-way of Fox Creek Road, west of Veterans Parkway.

Mr. Troy Olson:

Comcast Cable Communications, Inc. has field checked the proposed vacation of that portion of the original right-of-way of old Fox Creek Road adjacent to the north and south right-of-ways of Springfield Road, west of Veterans Parkway.

Please be advised that Comcast has no cable infrastructure within the proposed old right-of-way vacation cited above and specifically described as "red" and "green" areas on the Plat of Survey prepared by Clark Dietz land surveyors.

Please feel free to call us if there are any questions regarding this information.

Cordially yours,

Robert L. Schulter Jr.

Robert L. Schulter, Jr.
Central Division Director of Construction

By:

Frank Gautier

Frank Gautier
Sr. Right-Of-Way Engineer
(630) 600-6348

PLAT OF SURVEY

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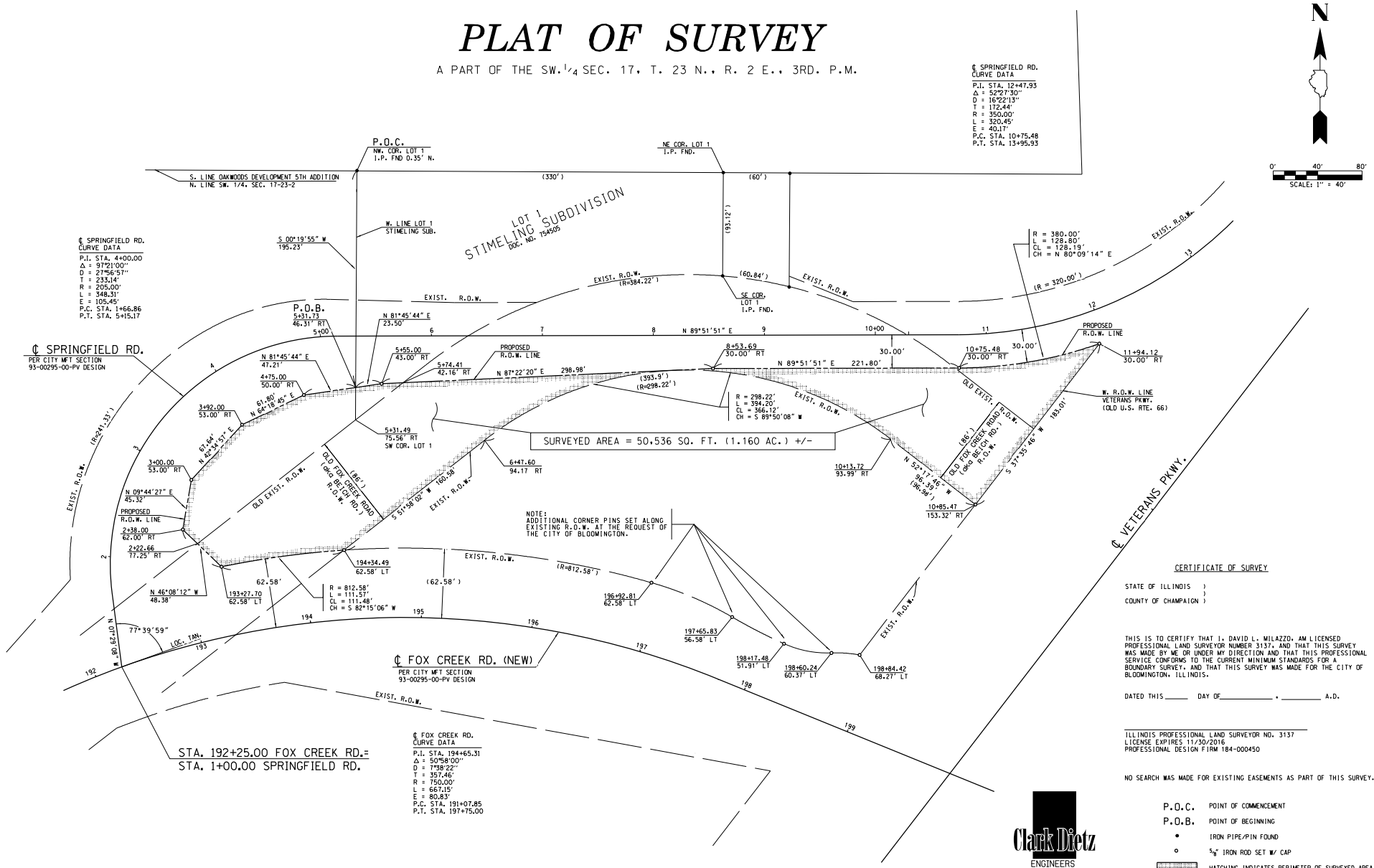

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Clark Dietz
ENGINEERS
125 WEST CHURCH STREET
CHAMPAIGN, IL 61820
PHONE : 217.373.8900
FAX : 217.373.8923

EXCESS ROW SALE TO MID CENTRAL ILLINOIS REGIONAL COUNCIL OF CARPENTERS

A part of the southwest quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows;

Commencing at the northwest corner of Lot 1 of Stimeling Subdivision as recorded as Document Number 754505, McLean County, Illinois; thence along the westerly line of said Lot 1, South 00 degrees 19 minutes 55 seconds West 195.23 feet, to the **Point of Beginning**; thence North 81 degrees 45 minutes 44 seconds East 23.50 feet; thence North 87 degrees 22 minutes 20 seconds East 298.98 feet; thence along a line parallel with and offset 30.00 feet southerly from the Springfield Road centerline per City MFT Section Number 93-00295-00-PV, North 89 degrees 51 minutes 51 seconds East 221.80 feet; thence along a tangent curve to the left having a radius of 380.00 feet, an arc length of 128.80 feet, a chord bearing of North 80 degrees 09 minutes 14 seconds East and a chord length of 128.19 feet, to a point on the existing westerly Veterans Parkway right-of-way line, said curve also being concentric with and offset 30.00 feet southerly from said Springfield Road centerline per City MFT Section Number 93-00295-00-PV; thence along said westerly right-of-way line, South 37 degrees 35 minutes 46 seconds West 183.01 feet, to its intersection with the old existing southerly Fox Creek Road (also known as Beich Road) right-of-way line; thence along said southerly right-of-way line, North 52 degrees 17 minutes 46 seconds West 96.39 feet; thence continuing along said southerly right-of-way line, being a tangent curve to the left having a radius of 298.22 feet, an arc length of 394.20 feet a chord bearing of South 89 degrees 50 minutes 08 seconds West and a chord length of 366.12 feet; thence continuing along said southerly right-of-way line, South 51 degrees 58 minutes 02 seconds West 160.58 feet; thence along a curve to the left having a radius of 812.58 feet, an arc length of 111.57 feet, a chord bearing of South 82 degrees 15 minutes 06 seconds West and a chord length of 111.48 feet, said curve also being concentric with and offset 62.58 feet northerly from the existing Fox Creek Road centerline per City MFT Section number 93-00295-00-PV; thence North 46 degrees 08 minutes 12 seconds West 48.38 feet; thence North 09 degrees 44 minutes 27 seconds East 45.32 feet; thence North 42 degrees 34 minutes 57 seconds East 67.64 feet; thence North 64 degrees 18 minutes 45 seconds East 61.80 feet; thence North 81 degrees 45 minutes 44 seconds East 47.21 feet, to the Point of Beginning, containing 1.160 acres or 50,536 square feet, more or less, all in the City of Bloomington, McLean County, Illinois

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: November 9, 2015

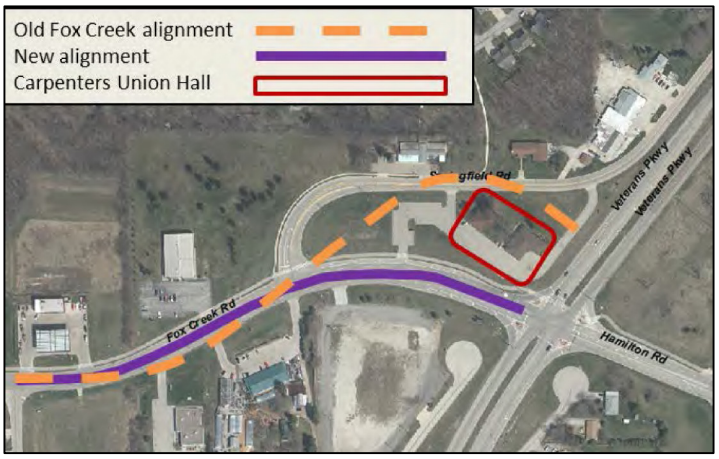
SUBJECT: Consideration of an Ordinance conveying property described in Exhibit A to the Mid-Central Illinois Regional Council of Carpenters, by Quit Claim Deed, from the City of Bloomington to the Mid-Central Illinois Regional Council of Carpenters / Carpenter's Local 63.

RECOMMENDATION/MOTION: That the Ordinance be approved and a Quit Claim Deed be executed by the Mayor conveying the property.

STRATEGIC PLAN LINK: 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE: 2a. Better quality roads and sidewalks.

BACKGROUND: The City has made great progress in the phased-in transformation of Hamilton Road into a west-east arterial road in south Bloomington. One short but vital piece of the Hamilton Road projects involved the realignment of Fox Creek Road and Springfield Road in order to connect Fox Creek Road with a new segment of Hamilton Road in such a way as to improve traffic flow and safety at the intersection of Hamilton/Fox Creek and Veterans Parkway.



As the accompanying diagram shows, Fox Creek Road was relocated from the area directly north of the Carpenters Union Hall to the area directly south of the union hall. The union deeded property to the City to make the project possible, and the City agreed to vacate old Right of Way and adjacent property no longer in use and give it to the union.

The Planning Commission reviewed the Right of Way vacation on October 28, 2015, and voted in favor of the vacation unanimously. The Right of Way vacation is being handled as a separate agenda item. As the reconfiguration is now completed, this agenda item recommends that the vacated Right of Way, plus a sliver of adjoining property, be conveyed to the union to fulfill the City's agreement with the union.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: None. The transfer finalizes a prior arrangement.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Tom Dabareiner AICP, Community Development Director

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Legal review by: Jeffery R. Jurgens, Corporate Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Ordinance
- Quit Claim Deed
- Plat of Survey
- Location map

Motion: That the Ordinance be approved and a Quit Claim Deed be executed by the Mayor conveying the property.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

ORDINANCE NO. 2015-__

AN ORDINANCE APPROVING THE CONVEYANCE OF PROPERTY TO THE MID-CENTRAL ILLINOIS REGIONAL COUNCIL OF CARPENTERS.

WHEREAS, in 2003, the City needed to acquire a large portion of property located at 2002 Fox Creek Road for the Hamilton Road improvement project; and

WHEREAS, certain property was acquired and reconfigured at the property location with the assistance and in agreement with Carpenter's Local 63 (Mid-Central Illinois Regional Council of Carpenters); and

WHEREAS, the reconfiguration has now been completed and per the previous agreement with the Carpenter's Local 63, the City is now in a position to transfer the adjacent land to the organization.

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

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

SECTION 2. The City Council hereby authorizes the Mayor to execute a Quit Claim deed conveying the property described in Exhibit A to the Mid-Central Illinois Regional Council of Carpenters for the Carpenter's Local 63.

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

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

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

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

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

PASSED this 9th day of November, 2015.

APPROVED this _____ day of November, 2015.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Tari Renner, Mayor Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

_____

Jeffery R. Jurgens, Corporation Counsel

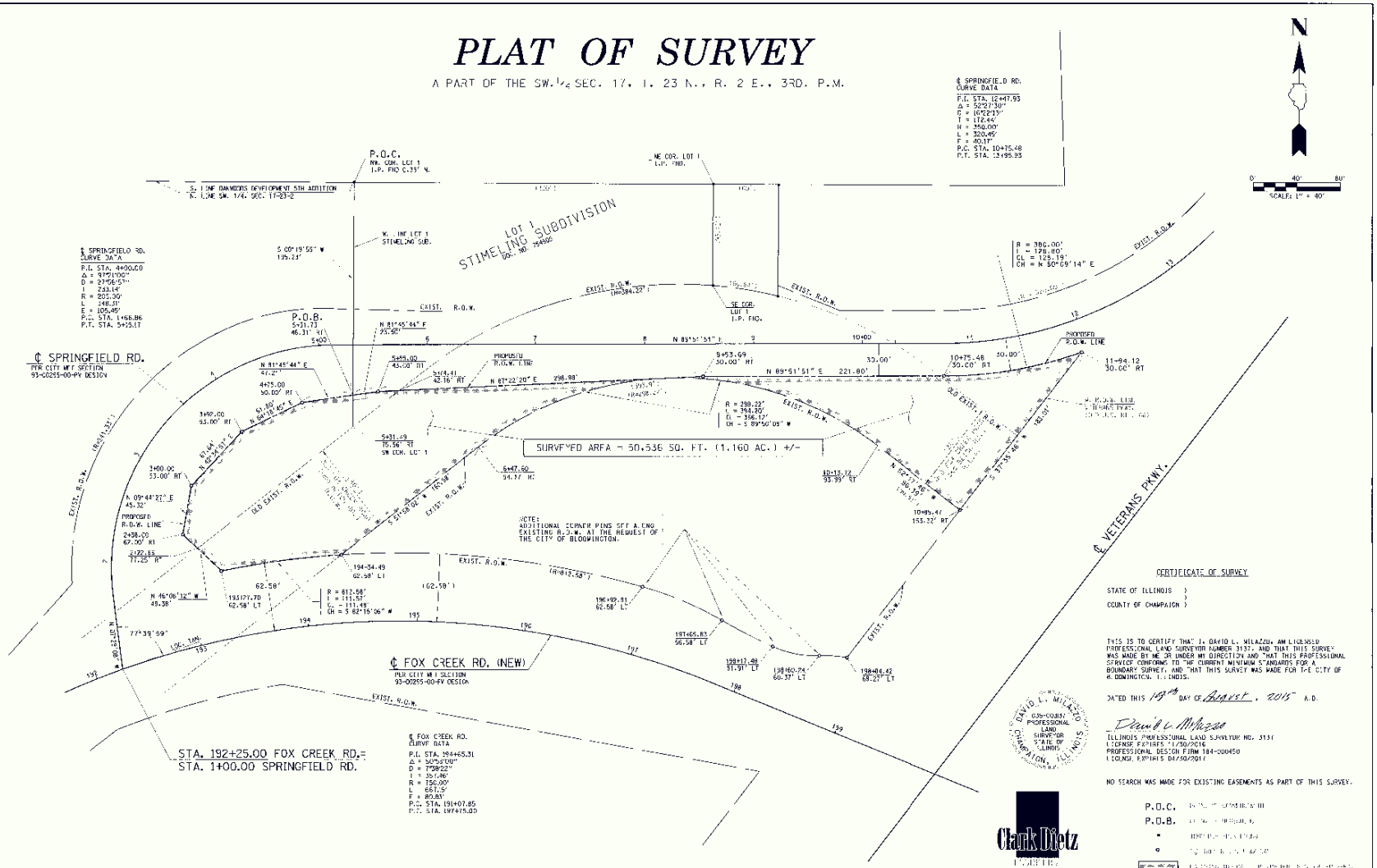
EXHIBIT A
LEGAL DESCRIPTION

A part of the southwest quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows;

Commencing at the northwest corner of Lot 1 of Stimeling Subdivision as recorded as Document Number 754505, McLean County, Illinois; thence along the westerly line of said Lot 1, South 00 degrees 19 minutes 55 seconds West 195.23 feet, to the **Point of Beginning**; thence North 81 degrees 45 minutes 44 seconds East 23.50 feet; thence North 87 degrees 22 minutes 20 seconds East 298.98 feet; thence along a line parallel with and offset 30.00 feet southerly from the Springfield Road centerline per City MFT Section Number 93-00295-00-PV, North 89 degrees 51 minutes 51 seconds East 221.80 feet; thence along a tangent curve to the left having a radius of 380.00 feet, an arc length of 128.80 feet, a chord bearing of North 80 degrees 09 minutes 14 seconds East and a chord length of 128.19 feet, to a point on the existing westerly Veterans Parkway right-of-way line, said curve also being concentric with and offset 30.00 feet southerly from said Springfield Road centerline per City MFT Section Number 93-00295-00-PV; thence along said westerly right-of-way line, South 37 degrees 35 minutes 46 seconds West 183.01 feet, to its intersection with the old existing southerly Fox Creek Road (also known as Beich Road) right-of-way line; thence along said southerly right-of-way line, North 52 degrees 17 minutes 46 seconds West 96.39 feet; thence continuing along said southerly right-of-way line, being a tangent curve to the left having a radius of 298.22 feet, an arc length of 394.20 feet a chord bearing of South 89 degrees 50 minutes 08 seconds West and a chord length of 366.12 feet; thence continuing along said southerly right-of-way line, South 51 degrees 58 minutes 02 seconds West 160.58 feet; thence along a curve to the left having a radius of 812.58 feet, an arc length of 111.57 feet, a chord bearing of South 82 degrees 15 minutes 06 seconds West and a chord length of 111.48 feet, said curve also being concentric with and offset 62.58 feet northerly from the existing Fox Creek Road centerline per City MFT Section number 93-00295-00-PV; thence North 46 degrees 08 minutes 12 seconds West 48.38 feet; thence North 09 degrees 44 minutes 27 seconds East 45.32 feet; thence North 42 degrees 34 minutes 57 seconds East 67.64 feet; thence North 64 degrees 18 minutes 45 seconds East 61.80 feet; thence North 81 degrees 45 minutes 44 seconds East 47.21 feet, to the Point of Beginning, containing 1.160 acres or 50,536 square feet, more or less, all in the City of Bloomington, McLean County, Illinois

PLAT OF SURVEY

A PART OF THE SW.¼ SEC. 17, T. 23 N., R. 2 E., 3RD. P.M.



CERTIFICATE OF SURVEY

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

THIS IS TO CERTIFY THAT I, DAVID L. MILAZZO, AM LICENSED PROFESSIONAL LAND SURVEYOR NUMBER 3137, AND THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECTION AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY, AND THAT THIS SURVEY WAS MADE FOR THE CITY OF BLOOMINGTON, ILLINOIS.

DATED THIS 19th DAY OF August, 2015 A.D.

David L. Milazzo
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3137
LICENSE EXPIRES 11/30/2016
PROFESSIONAL DESIGN FIRM 184-000450
LICENSE EXPIRES 04/30/2017

DAVID L. MILAZZO
035-003137
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
BLOOMINGTON, ILLINOIS

Clark Dietz
ENGINEERS

NO SEARCH WAS MADE FOR EXISTING EASEMENTS AS PART OF THIS SURVEY.

P.O.C. [illegible]
P.O.B. [illegible]
[illegible]
[illegible]
[illegible]

BEARINGS ARE BASED ON A LOCAL ASSUMED DATUM.

PREPARED BY AND
RETURN TO:

Jeffrey R. Jurgens
Corporation Counsel
City of Bloomington
109 E. Olive Street
Bloomington, IL 61704
(309) 434-2213

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH, That the Grantor, **CITY OF BLOOMINGTON**, an Illinois municipal corporation, of the County of McLean and State of Illinois, for and in consideration of the sum of Ten and more Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to authority given by its corporate body, CONVEYS and QUIT CLAIMS to **MID-CENTRAL ILLINOIS REGIONAL COUNCIL OF CARPENTERS**, all its right, title and interest in and to the real estate, described on the attached **Exhibit A,** situated in McLean County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this _____ day of November, 2015.

CITY OF BLOOMINGTON, an Illinois municipal corporation

By: _____
Its: Mayor

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Tari Renner, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this _____ day of November, 2015.

_____
Notary Public

GRANTEE &
TAX BILL TO:

Mid-Central Illinois Regional Council of Carpenters
#1 Kalmia Way
Springfield, Illinois 62702

Exempt under provisions of Paragraph _____ of Section 31-45 of the Real Estate Transfer Tax Law, 35 ILCS 200/31-45.

Dated: _____

_____
Buyer, Seller or Representative

EXHIBIT A
Legal Descripiton

A part of the southwest quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows;

Commencing at the northwest corner of Lot 1 of Stimeling Subdivision as recorded as Document Number 754505, McLean County, Illinois; thence along the westerly line of said Lot 1, South 00 degrees 19 minutes 55 seconds West 195.23 feet, to the Point of Beginning; thence North 81 degrees 45 minutes 44 seconds East 23.50 feet; thence North 87 degrees 22 minutes 20 seconds East 298.98 feet; thence along a line parallel with and offset 30.00 feet southerly from the Springfield Road centerline per City MFT Section Number 93-00295-00-PV, North 89 degrees 51 minutes 51 seconds East 221.80 feet; thence along a tangent curve to the left having a radius of 380.00 feet, an arc length of 128.80 feet, a chord bearing of North 80 degrees 09 minutes 14 seconds East and a chord length of 128.19 feet, to a point on the existing westerly Veterans Parkway right-of-way line, said curve also being concentric with and offset 30.00 feet southerly from said Springfield Road centerline per City MFT Section Number 93-00295-00-PV; thence along said westerly right-of-way line, South 37 degrees 35 minutes 46 seconds West 183.01 feet, to its intersection with the old existing southerly Fox Creek Road (also known as Beich Road) right-of-way line; thence along said southerly right-of-way line, North 52 degrees 17 minutes 46 seconds West 96.39 feet; thence continuing along said southerly right-of-way line, being a tangent curve to the left having a radius of 298.22 feet, an arc length of 394.20 feet a chord bearing of South 89 degrees 50 minutes 08 seconds West and a chord length of 366.12 feet; thence continuing along said southerly right-of-way line, South 51 degrees 58 minutes 02 seconds West 160.58 feet; thence along a curve to the left having a radius of 812.58 feet, an arc length of 111.57 feet, a chord bearing of South 82 degrees 15 minutes 06 seconds West and a chord length of 111.48 feet, said curve also being concentric with and offset 62.58 feet northerly from the existing Fox Creek Road centerline per City MFT Section number 93-00295-00-PV; thence North 46 degrees 08 minutes 12 seconds West 48.38 feet; thence North 09 degrees 44 minutes 27 seconds East 45.32 feet; thence North 42 degrees 34 minutes 57 seconds East 67.64 feet; thence North 64 degrees 18 minutes 45 seconds East 61.80 feet; thence North 81 degrees 45 minutes 44 seconds East 47.21 feet, to the Point of Beginning, containing 1.160 acres or 50,536 square feet, more or less, all in the City of Bloomington, McLean County, Illinois

City of Bloomington Illinois

Public Works Department

Location Map

0 150 300 Feet

DATE 09/23/2015

Respectfully,

Bruce Marquis
Cultural District

Tom Hamilton
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Sprague, seconded by Alderman Finnegan that the purchase of property located at 205 E. Locust Street from BroMenn Healthcare in the amount of $60,000.00 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Alderman Crawford, Schmidt, Veitengruber, Sprague, Finnegan and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Acquisition of part of 2002 Fox Creek Road

The City needs to acquire a sizable portion of the property located at 2002 Fox Creek Road for the Hamilton Road improvement project. This property is owned by the Carpenter's Local 63. The City needs 68,825 square feet (1.580 acres) for road right of way along the south edge of this property.

The acquisition will cut a large swath through the Carpenter's parking lot. Thus, the City would be required to pay for damages to the remainder as well as for the underlying land taken. However, throughout our discussions about project and as we began negotiations for the acquisition, the Carpenters expressed a greater desire to be made whole rather than receive payment for the property taken. They wanted that the City remove what would remain of the existing parking lot and build a new one with the same number of spaces. They also asked for more land.

The Carpenter's will have sufficient land area left after the acquisition to put in a new parking lot, but they will loose recreational space (their site currently contains 3.442 acres and there will be 1.862 acres remaining after the acquisition). The City will have surplus land available from other property being acquired for Springfield Road. The surplus land will actually become adjacent to the Carpenters site due to the realignment of Springfield Road. Part of existing

Springfield Road next to the Carpenters will also be vacated. Altogether, there will be 1.16 acres of land that can be transferred to them.

Staff had the property appraised. The estimated cost of making the parking lot improvements and the value of the land to be transferred closely approximates the appraiser's estimate of the value of the land being taken and the damages to the remainder. The value of these transactions , as package, equal $340,000.00.
Staff believes this arrangement fairly compensates Carpenter's Local 63 for the acquisition and recommends approval of the Contract.

Respectfully,

Hannah Eisner
Assistant Corporation Counsel

Tom Hamilton
City Manager

Seller: **Carpenter's Local No. 63**	Buyer: **City of Bloomington**
Social Security No. or FEIN Address: **2002 Beich Road** City/State/Zip: **Bloomington, IL 61701** Attorney/Telephone/Fax: Street, P.O. Box: City/State/Zip:	Social Security No. or FEIN Address: **109 E. Olive Street** City/State/Zip: **Bloomington, IL 61701** Attorney/Telephone/Fax: **Hannah Eisner** Street, P.O. Box: **109 E. Olive Street** City/State/Zip: **Bloomington, IL 61701**
Listing Broker/Telephone	Selling Broker/Telephone
Agent/Telephone/Fax	Agent/Telephone/Fax

CONTRACT FOR SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS CONTRACT is entered into between Carpenter's Local No. 63 of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, a Volunteer Unincorporated Association, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agree as follows:

1. **DESCRIPTION, PRICE** and **PAYMENT:** Seller sells the following described real estate, for the purpose of constructing public improvements as shown on plans for Proposed Federal Aid Highway City of Bloomington, Illinois City Section 93-00295-00-PV F.A.U. 6371 McLean County Fox Creek Road, Hamilton Road, Old Cabin Town Road, Springfield Road, Acorn Drive, Greenwood Avenue and Veterans Parkway on file in the Engineering Department at the City of Bloomington, hereafter referred to as the Project:

A part of Lots 45 and 46 in the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, as recorded in Book 37 at Page 93, McLean County, Illinois, described as follows, with bearings being used referring to the Illinois State Plane Coordinate System, East Zone: Commencing at the northwest comer of the southwest quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian; thence along the north line of said southwest quarter, South 89°-43'-49" East 1808.35 feet, to a point on the existing westerly Veterans Parkway (old U.S. Route 66) right of way line; thence along said westerly right of way line, South 37°-35'-46" West 677.77 feet, to the Point of Beginning; thence North 79°-40'-31" West 526.35 feet, to a point on the existing southerly Fox Creek Road (New Cabin Town Road) right of way line; thence along said southerly right of way line, North 51°-58'-02" East 169.83 feet; thence along a non-tangent curve to the right having a radius of 812.58 feet, an arc length of 279.87 feet, a chord bearing of South 83°-56'-53" East and a chord length of 278.49 feet; thence along a tangent curve to the right having a radius of 317.93 feet, an arc length of 79.22 feet, a chord bearing of South 66°-56'-33" East and a chord length of 79.02 feet; thence along a tangent curve to the left having a radius of 507.92 feet, an arc length of 52.56 feet, a chord bearing of South 62°-46'-08" East and a chord length of 52.54 feet; thence along a tangent curve to the left having a radius of 95.00 feet, an arc length of 43.97 feet, a chord bearing of South 78°-59'-38" East and a chord length of 43.58 feet; thence along a tangent curve to the right having a radius of 115.00 feet, an arc length of 25.49 feet, a chord bearing of South 85°-54'-12" East and a chord length of 25.44 feet, to a point on the aforesaid westerly Veterans Parkway right of way line; thence along said westerly right of way line, South 37°-35'-46" West 131.87 feet, to the Point of Beginning, containing 1.580 of an acre, more or less.

to Buyer who agrees to do the following as consideration for the conveyance:

a) Buyer shall remove the existing parking lot improvements and construct a new parking lot on Seller's remaining property as shown on the drawing attached hereto and incorporated by reference. The parking lot shall contain a minimum of 80 spaces and have an asphalt surface with curb and gutter at the edges. It will be lighted with luminaries mounted on 20 foot tapered aluminum poles to provide an average illumination of 1 foot candle at the surface of the pavement. The existing flagpole will be repositioned in approximately the same location with flood lights. There shall be one entrance from Fox Creek Road, provided that this entrance shall be restricted to allow only right turns into and right turns out of the parking lot. There shall be two other entrances from Springfield Road, one near the intersection with Acorn Drive and another entrance with a driveway at the northeast corner of the property. All work shall be done in a good and workmanlike manner to meet or exceed the standards and specifications required

by the City of Bloomington for commercial parking lots. The improvement shall also include the reconstruction of Springfield Road access drive as shown on the attached drawing, which may at the completion of the improvement become a private drive. The project shall be on a "turn key" basis and shall include the restoration of all areas disturbed during construction.

b) Buyer shall convey the property identified as Tracts 1, 2, 3 and 4 on the plat attached hereto and incorporated by reference to Seller.

c) Notwithstanding anything to the contrary, all work and conveyances required by Buyer under this agreement shall be completed not later than one year after the proposed Fox Creek Road is open to traffic adjacent to Seller's property or January 1, 2008, whichever occurs first. Buyer's failure to complete all required work and/or conveyances by the date specified shall constitute a breach of the agreement entitling Seller to pursue all remedies provided by law.

2. **EVIDENCE OF TITLE:** Buyer shall obtain written commitment from a title insurance company duly authorized to do business in Illinois, showing title to the property being conveyed to Buyer by Seller and to Seller by Buyer subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller and Buyer shall have until date for delivery of deeds to correct such defects.

3. **DEED AND POSSESSION:** Seller will cause fee simple title to the real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed and shall deliver possession to Buyer upon receipt of notice from Buyer that it is ready to proceed with the construction of the Hamilton/ Fox Creek Road part of the Project. Buyer shall cause fee simple title to the real estate to be conveyed to Seller or to such party as Seller may direct, by Warranty Deed and shall deliver possession to Seller upon completion of the Springfield Road portion of the project.

4. **INSURANCE:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

5. **TAXES:** Seller and Buyer shall each pay all general real estate taxes assessed for the property to be conveyed to the other for the year immediately preceding the year in which the deed is delivered and they shall each assume and pay all such taxes for the property conveyed to them for the year in which the deed is delivered and all subsequent years. This provision shall survive closing and delivery of deeds.

6. **ENCUMBRANCES:**

A. Mortgages, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.

B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. **PERSONAL PROPERTY:** (Deleted)

8. **FINANCING:** (Deleted)

9. **TERMITE PROVISION:** (Deleted)

10. **EQUIPMENT & INSPECTIONS:**

A. EQUIPMENT: (Deleted)

B. INITIAL INSPECTIONS: (Deleted)

C. RADON TESTING: (Deleted)

D. WELL/SEPTIC TESTING: (Deleted)

E. TOXIC OR HAZARDOUS WASTE: Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Protections Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property, except as stated in the Residential Real Property Disclosure Report.

F. FINAL INSPECTION: (Deleted)

11. **LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS:** (Deleted)

12. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:

A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;

13. **ADDITIONAL PROVISIONS:**

A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;

B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;

C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

D. The Parties acknowledge that the State of Illinois has enacted a Smoke Detector Act (425 ILCS 60/1, et seq.);

E. Time is of the essence of this Contract;

F. This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract.

G. Buyer shall relocate electric utility poles located within the existing Springfield Road right of way to locations within the new right of way for Springfield and/or Fox Creek Road at Buyer's expense.

H. Buyer shall provide Seller with a legal description for Seller's newly configured property including that part of Seller's property remaining after the conveyance made to Buyer and the parcels of property being conveyed to Seller as provided by this contract.

I. Buyer plans to construct the parking lot as provided in paragraph 2(a) in conjunction with the Project. Seller will give Buyer the right to enter Seller's property as necessary to perform work related to the removal of the existing parking lot improvements, construction of the new parking lot and restoration of surface areas disturbed by Buyer's construction activity.

14. **ESCROWEE:** (Deleted)

15. **NOTICES, ETC.:** Title commitments, communications or notices with reference to this Contract shall be delivered by or to the parties or their respective attorneys as shown on the first page hereof.

16. **PREPARATION AND APPROVAL:** This Contract was prepared by Hannah Eisner, Buyer's attorney, and approved by Frank Miles, Seller's attorney.

17. **SETTLEMENT:** Closing shall be held at the office at Buyer's lending institution, or such place as the parties may agree.

18. **SELLER'S DISCLOSURE:** The parties acknowledge that this Contract is *not* subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et. seq.)

19. **ATTORNEY'S FEES AND EXPENSES:** Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

20. **DEFAULT:** In the event either party should breach this agreement, the other party may pursue any and all remedies provided by law.

21. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.

22. **FORM OF AGREEMENT:** This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar May 21, 1997 with the exception of language contained in the following paragraphs: 1, 2, 5, 12 and 18.

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

IN WITNESS WHEREOF, the parties to these presents have executed several counterparts of this Contract, of equal effect.

SELLER	BUYER
Carpenter's Local No. 63 of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, a Volunteer Unincorporated Association	City of Bloomington, a Municipal Corporation
	Judy Markowitz, Mayor
Date: May 5, 2003	Date: May 7, 2003

Attest: Iana I. Shepherd

Date: May 5, 2003

Attest: Tracey Covert

Date: May 7, 2003

Motion by Alderman Sprague, seconded by Alderman Finnegan that the acquisition of parts of 2002 Fox Creek Road from Carpenter's Local 63 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Alderman Crawford, Schmidt, Veitengruber, Sprague, Finnegan and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Acquisition of Part of 2108 Cabintown Road

The City needs to acquire a portion of the property located at 2108 Cabintown Road for the Hamilton Road improvement project. This property is owned by Charles Berry. The City needs: 1) 827 square feet for road right of way at the north east corner of the property, 2) a permanent sewer easement, containing 956 square feet, along the north property line of the remaining property, 3) a temporary construction easement, containing 5967 square feet, and 4) to restore the property following completion of the road work.

Staff had the property appraised and offered the owner the following amounts for the property interests we need to acquire in accordance with the appraised values: $1,900.00 for the right of way property, $1,100.00 for the permanent easement and $1,100.00 for the temporary easement. Additionally, the City agreed to connect the property to the City sewer system due to the fact that the road work will interfere with the existing septic system. The owner accepted the City's offer and Staff prepared a contract for the purchase based upon these terms.

Staff recommends approval of the Contract for Sale of Real Estate for part of 2108 Cabintown Road based upon the terms provided in the contract.

CONSENT AGENDA ITEM: 7K

FOR COUNCIL: November 9, 2015

SUBJECT: Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on January 30, 2016.

RECOMMENDATION/MOTION: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on January 30, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On October 13, 2015, the Bloomington Liquor Commissioner Pro Tem, Geoffrey Tompkins, called the Liquor Hearing to order to hear the request of Keith DeSelms and Chelsea Speerly to allow moderate consumption of alcohol at their January 30, 2016 wedding reception to be held at Miller Park Pavilion.

Present were Commissioners Geoffrey Tompkins, and Jim Jordan. City staff present were Asst. Corporation Counsel George Boyle, Asst. Police Chief Wheeler and Cherry Lawson, City Clerk.

Absent: Commissioner Tari Renner and Renee Gooderham, Chief Deputy Clerk.

Keith DeSelms, groom, addressed the Commission. He stated that Epiphany Farms was the food caterer and Budget Liquor would cater the alcohol for the event. They anticipated 200 guests. The reception would be from 5:00 p.m. to 10:00 p.m. Beer and wine only would be served.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins that the request of Keith DeSelms and Chelsea Speerly to allow beer and wine consumption at their January 30, 2016 wedding reception to be held at Miller Park Pavilion be approved.

Motion carried, (viva voce).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the October 13, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Debbie Bohannon, Office Manager
Parks, Recreation and Cultural Arts Department

Reviewed by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

Tari Renner

Tari Renner
Mayor

Attachments:

- Ordinance
- Letter of Request

Motion: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on January 30, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

ORDINANCE NO. 2015 –

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT MILLER PARK PAVILION ON JANUARY 30, 2016

WHEREAS, Keith DeSelms and Chelsea Speerly are planning to hold their wedding reception at Miller Park Pavilion from 5:00 p.m. to 10:00 p.m. on January 30, 2016; and

WHEREAS, Keith DeSelms and Chelsea Speerly have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS;

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Miller Park Pavilion on January 30, 2016 from 5:00 pm to 10:00 pm.

Section 2: Except for the date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

PASSED this 9th day of November, 2015.

APPROVED this 10th day of November, 2015.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Tari Renner, Mayor Cherry L. Lawson, C.M.C, City Clerk

APPROVED AS TO FORM

_____

Jeffery R. Jurgens, Corporation Counsel

From: Chelsea Deselms <deselmswedding16@gmail.com>
To: Andrew Coffey <acoffey@cityblm.org>

Date: Wednesday, September 30, 2015 10:16AM
Subject: Re: Catering list

Chelsea Speerly is the bride's name.

Thanks!

On Mon, Sep 28, 2015 at 11:48 AM, Andrew Coffey <acoffey@cityblm.org> wrote:

Hello,

There is no application, we simply use the email. Yes, you will be scheduled for the October 13th meeting here at City Hall. And the bride's name?

Thanks,

Andrew Coffey
Support Staff IV
City Clerk's Office
(309) 434-2240

CityBLM.org - Facebook - Twitter - YouTube

-----deselmswedding16@gmail.com wrote: -----

To: Andrew Coffey <acoffey@cityblm.org>
From: deselmswedding16@gmail.com
Date: 09/25/2015 06:27PM
Subject: Re: Catering list

Will you email me an application to fill out? I assume I am going before the liquor commission the second Tuesday of October at 4:00 pm

Sent from my iPhone

On Sep 16, 2015, at 3:55 PM, Andrew Coffey <acoffey@cityblm.org> wrote:

Hello,

What is the bride's first name?

Thanks,

Andrew Coffey
Support Staff IV

City Clerk's Office
(309) 434-2240

CityBLM.org - Facebook - Twitter - YouTube

-----deselmswedding16@gmail.com wrote: -----
To: Andrew Coffey <acoffey@cityblm.org>
From: deselmswedding16@gmail.com
Date: 09/16/2015 03:39PM
Subject: Re: Catering list

Deselms/Speerly wedding
Keith DeSelms 3093374732
Keith.desems@gmail.com

Miller park pavilion
200 guests.
Beer and wine
Budget liquor
Jan 30th 5-10

Sent from my iPhone

On Aug 3, 2015, at 1:57 PM, Andrew Coffey <acoffey@cityblm.org> wrote:

Hello,

Please find attached the current catering list. Once you have a caterer selected, please provide the following.

1. Bride and groom's name and phone numbers
2. Location of the event along with times, date, and how many guests.
3. Caterer selected, note that beer and wine is the only type allowed.

You will then be placed on the next Liquor Commission agenda, they meet once a month on the second Tuesday at 4pm. Someone needs to attend, can be anyone, to answer basic questions. Then, the item will be placed on the following month's City Council, attendance isn't required.

Thanks,

Andrew Coffey
Support Staff IV
City Clerk's Office
(309) 434-2240

CONSENT AGENDA ITEM: 7L

FOR COUNCIL: November 9, 2015

SUBJECT: Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on November 21, 2015.

RECOMMENDATION/MOTION: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on November 21, 2015 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On October 13, 2015, the Bloomington Liquor Commissioner Pro Tem, Geoffrey Tompkins, called the Liquor Hearing to order to hear the request of Brian and Sheena Rafferty to allow moderate consumption of alcohol at their November 21, 2015 wedding reception to be held at Miller Park Pavilion.

Present were Commissioners Geoffrey Tompkins, and Jim Jordan. City staff present were Asst. Corporation Counsel George Boyle, Asst. Police Chief Clay Wheeler and Cherry Lawson, City Clerk.

Absent: Commissioner Tari Renner and Renee Gooderham, Chief Deputy Clerk.

Brian Rafferty, prospective groom, addressed the Commission. He stated that Baxter's American Grille would cater the event. They anticipated 60 - 75 guests. The reception would be from 5:00 p.m. to 11:00 p.m. Beer and wine only would be served.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins that the request of Brian Rafferty and Sheena Rafferty to allow beer and wine consumption at their November 21, 2015 wedding reception to be held at Miller Park Pavilion be approved.

Motion carried, (viva voce).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the October 13, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Debbie Bohannon, Office Manager,
Parks, Recreation and Cultural Arts Department

Reviewed by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

Tari Renner

Tari Renner
Mayor

Attachments:

- Ordinance
- Letter of Request

Motion: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on November 21, 2015 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

ORDINANCE NO. 2015 –

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT MILLER PARK PAVILION ON NOVEMBER 21, 2015

WHEREAS, Brian Rafferty and Sheena Rafferty are planning to hold their wedding reception at Miller Park Pavilion from 5:00 p.m. to 11:00 p.m. on November 21, 2015; and

WHEREAS, Brian Rafferty and Sheena Rafferty have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS;

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Miller Park Pavilion on November 21, 2015 from 5:00 pm to 11:00 pm.

Section 2: Except for the date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

PASSED this 9th of **November, 2015**

APPROVED this 10th day of November 2015.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Tari Renner, Mayor Cherry L. Lawson, C.M.C, City Clerk

APPROVED AS TO FORM

_____

Jeffery R. Jurgens, Corporation Counsel

From: Andrew Coffey/Cityblm
To: Brian Raff <briandennisrafferty@gmail.com>
Cc: Sheena Leano <splaris@gmail.com>

Date: Thursday, October 08, 2015 08:53AM
Subject: Re: Miller Park Pavillion Rafferty/Leano Wedding Reception

---

Hello,

You will be on the October 13th Liquor Commission agenda. That starts at 4pm here at City Hall, 109 E Olive St. Someone must attend this meeting to address the Commission.

Thanks,

Andrew Coffey
Support Staff IV
City Clerk's Office
(309) 434-2240

CityBLM.org - Facebook - Twitter - YouTube

-----Brian Raff <briandennisrafferty@gmail.com> wrote: -----

To: acoffey@cityblm.org
From: Brian Raff <briandennisrafferty@gmail.com>
Date: 10/08/2015 08:42AM
Cc: Sheena Leano <splaris@gmail.com>
Subject: Miller Park Pavillion Rafferty/Leano Wedding Reception

Good morning,

My Fiance and I will be having our wedding reception at the Miller Park Pavillion on Saturday November 21st, 2015. I wanted to provide you with the following information as we are planning to have a vendor serve alcohol at the location...

Who: Brian Rafferty & Sheena Rafferty
Event: Wedding Reception
When: Saturday November 21st 2015
Where: Miller Park Pavillion
Guests: Around 60 to 75
Vendor: Baxter's American Grille (we are meeting with them tonight)
Alcohol wanting to be served: Beer & Wine
Hours alcohol will be served: 5PM to 11PM
Reason: Celebration of our marriage

If there is any information that you need that I left out, please let us know.
Also, may you please reply back so that I know that you got the e-mail?

Thanks!
Brian Rafferty & Sheena Leano

Websense: Click here to report this email as spam.

CONSENT AGENDA ITEM: 7M

FOR COUNCIL: November 9, 2015

SUBJECT: Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on January 16, 2016.

RECOMMENDATION/MOTION: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on January 16, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On October 13, 2015, the Bloomington Liquor Commissioner Pro Tem, Geoffrey Tompkins, called the Liquor Hearing to order to hear the request of David Ulrich and Alexandra McCoy to allow moderate consumption of alcohol at their January 16, 2016 wedding reception to be held at Miller Park Pavilion.

Present were Commissioners Geoffrey Tompkins, and Jim Jordan. City staff present were Asst. Corporation Counsel George Boyle, Asst. Police Chief Wheeler and Cherry Lawson, City Clerk.

Absent: Commissioner Tari Renner and Renee Gooderham, Chief Deputy Clerk.

Diana McCoy, mother of the bride, addressed the Commission. She stated that Epiphany Farms would cater the event. They anticipated 135 - 150 guests. The reception would be from 4:00 p.m. to 10:00 p.m. Beer and wine only would be served.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins that the request of David Ulrich and Alexandra McCoy to allow beer and wine consumption at their January 16, 2016 wedding reception to be held at Miller Park Pavilion be approved.

Motion carried, (viva voce).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the October 13, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Debbie Bohannon, Office Manager
Parks, Recreation and Cultural Arts Department

Reviewed by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

Tari Renner

Tari Renner
Mayor

Attachments:

- Ordinance
- Letter of Request

Motion: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on January 16, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

ORDINANCE NO. 2015 –

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT MILLER PARK PAVILION ON JANUARY 16, 2016

WHEREAS, David Ulrich and Alexandra McCoy are planning to hold their wedding reception at Miller Park Pavilion from 4:00 p.m. to 10:00 p.m. on January 16, 2016; and

WHEREAS, David Ulrich and Alexandra McCoy have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS;

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Miller Park Pavilion on January 16, 2016 from 4:00 pm to 10:00 pm.

Section 2: Except for the date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

PASSED this 9th of **November, 2015**

APPROVED this 10th day of November, 2015.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Tari Renner, Mayor Cherry L. Lawson, C.M.C, City Clerk

APPROVED AS TO FORM

_____

Jeffery R. Jurgens, Corporation Counsel

From: Andrew Coffey/Cityblm
To: "David T. Ulrich" <davethomulrich@gmail.com>
Cc: Lexy McCoy <alexandra.c.mccoy@gmail.com>, Diane McCoy <dmccoy513@gmail.com>

Date: Monday, September 14, 2015 09:44AM
Subject: Re: Catering

Hello,

The next Liquor Commission is October 13th at 4pm here at City Hall, 109 E Olive St. Someone must attend to speak before the commission. Should take about five minutes.

Thanks,

Andrew Coffey
Support Staff IV
City Clerk's Office
(309) 434-2240

CityBLM.org - Facebook - Twitter - YouTube

-----"David T. Ulrich" <davethomulrich@gmail.com> wrote: -----

To: Diane McCoy <dmccoy513@gmail.com>, Andrew Coffey <acoffey@cityblm.org>
From: "David T. Ulrich" <davethomulrich@gmail.com>
Date: 09/14/2015 08:32AM
Cc: Lexy McCoy <alexandra.c.mccoy@gmail.com>
Subject: Re: Catering

The reception will last from around 4:00 - 10:00 p.m., but the alcohol will be on sight from around 3:00 - 11:00 p.m.

Warmly,
David
--
David T. Ulrich
Sent with Airmail

On September 14, 2015 at 8:30:15 AM, Andrew Coffey (acoffey@cityblm.org) wrote:

> Hello,
>
> What time does the reception start and end?
>
> Thanks,
>
> Andrew Coffey
> Support Staff IV
> City Clerk's Office
> (309) 434-2240

CityBLM.org - Facebook - Twitter - YouTube

-----Diane McCoy <dmccoy513@gmail.com> wrote: -----
To: Andrew Coffey <acoffey@cityblm.org>, Lexy McCoy <alexandra.c.mccoy@gmail.com>, davethomulrich@gmail.com
From: Diane McCoy <dmccoy513@gmail.com>
Date: 09/13/2015 11:26AM
Subject: Re: Catering

Hi Andrew,
We spoke back in July regarding the process for obtaining approval a liquor license for Miller Park Pavilion for my daughter's wedding on January 16, 2016. You sent me the current catering list, and we have selected a food and liquor caterer.

The information that you requested we send in order to begin the process is as follows:

Bride's Name & contact information:
Alexandra (Lexy) McCoy
Phone: 309-824-2582
Email: alexandra.c.mccoy@gmail.com

Groom's Name:
David Ulrich
Phone: 949-680-5458
Email: davethomulrich@gmail.com

Event type: wedding & reception
Where: Miller Park Pavilion
Date: Saturday, January 16, 2016
Food & Liquor Caterer: Station Two Twenty Inc - Epiphany Farms, Bloomington, IL
Approximate number of guests: 135 to 150

Could you please provide this information for the next Liquor Commission meeting that meets once a month or please advise if we need to submit any further paperwork? I have copied both Lexy & David on this email.

Thanks so much for your help.
Diane McCoy
309-824-9276

On Tue, Jul 28, 2015 at 2:37 PM, Andrew Coffey <acoffey@cityblm.org> wrote:
Hello,

Please find attached the current catering list. Once you have selected your liquor caterer, please email me the bride and grooms names and contact info, number of guests, caterer, where, when, and why of the event.

It'll then be on the next Liquor Commission meeting, meets once a month, for approval and then it gets sent to City Council for final approval. I will give you

CONSENT AGENDA ITEM NO. 7N

FOR COUNCIL: November 09, 2015

SUBJECT: Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 2, Block 2 of Camp Iroquois, from Herbert and Janet Wiser to Janet Wiser.

RECOMMENDATION/MOTION: That the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The sewage disposal system inspection was completed in October 2015. The septic system appears to be functioning normally. The septic tank does not need to be pumped but should be checked regularly. The age of the sewage disposal system is under twenty-five (25) years. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20-25) years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. Though useful life of a sewage disposal system can extend past the average life span noted by the McLean County Health Department, Staff cannot accurately estimate the useful life remaining in the existing system. If the system were to fail, the resident would be responsible for costs associated with repair of the system and there is a possibility, based on the size of the leased lot, the resident would not have any viable repair / replacement options. Currently a City owned sanitary sewage collection system does not exist at Lake Bloomington and therefore the City is not in a position to assist the resident in the event of sewage disposal system failure.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula, ($0.40 per $100 of Equalized Assessed Value), for determining the Lake Lease Fee. With this transfer, the lake lease formula will generate about $1,268.72 per year in lease income. This lake lease income will be recorded in Lake Maintenance-Lease Income account (50100140 – 57590). Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on page 128.

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager

Reviewed by: Robert D. Yehl, PE, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffery R. Jurgens, Corporate Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Lake Lease Transfer Petition dated September 21, 2015
- Septic Report dated October 6,2015
- Location Map
- Aerial Map

Motion: That the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

MEMO

TO: Connie Fralick, Water Dept.

FROM: Andrew Coffey, Support Staff IV

DATE: September 21, 2015

SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 2 in Block 2 in Camp Iroquois, from Herbert & Janet Wiser to Janet Wiser. Attached please find the Lake Lease Transfer documents.

EAV for this property is $317,181.00. The Lake Lease is currently at a 0.4 rate, generating $1268.72 in revenue. The lake lease rate will remain at 40 cents per $100 EAV. The PIN number is 08-07-102-010.

Please prepare a Council memorandum for the October 12, 2015 meeting. The deadline for this meeting is **Wednesday, September 30th at 12:00 pm**.

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:
Lot **2** Block **2** of Camp **Iroquois**.
I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:
From: **HERBERT WISER and JANET WISER** (Sellers Name)
To: **JANET WISER** (Buyers Name)

Herbert N Wiser
Janet Patterson Wiser (Signatures of Seller)

****

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:
Now comes **JANET WISER** (Buyer) and respectfully shows that she became the purchaser of all right, title and interest of **HERBERT WISER and JANET WISER** (Seller) In and to the Lease made on the **25th** day of **March, 2003** upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) **HERBERT WISER and JANET WISER** has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted,
Janet Wiser
Janet Wiser

****

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT **2** BLOCK **2** CAMP **IROQUOIS**, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (Seller) **HERBERT WISER and JANET WISER** in and to the premises known as Lot **2** Block **2** in Camp **Iroquois**, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, 2015.

_____
Mayor

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____, 2015 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and (Buyers Name) **JANET WISER** (as joint tenants) (as tenants in common) (as tenants by the entirety) of **Bloomington**, County of **McLean**, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

   Lot **2** in Block **2** in Camp **Iroquois** according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

   P.I.N. # **(22) 08-07-102-010**

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (on the date of this Lease) ~~(on January 1 following the date of this Lease)~~ and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

~~1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ ($.15) per $100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ ($.15) per $100 EAV, the rent shall be charged at the rate of 40¢ ($.40) per $100 EAV. This rate will

remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ ($.15) or 40¢ ($.40) per $100 EAV rental rate, the rent shall be charged at the rate of _____¢ ($._____) per $100 EAV.~~

SELECT THE RENT TO BE PAID BY CORSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the. United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the. City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

CITY
City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address (at Lake)
Janet Wiser
18564 Navajo Lane
~~Bloomington, IL 61704~~
Hudson, IL 61748

Lessee Billing Address (primary mailing address)
Janet Wiser
18564 Navajo Lane
~~Bloomington, IL 61704~~
Hudson, IL 61748

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-
CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

_____
City Clerk

-Lessee-

Janet Wiser
Janet Wiser

For Office Use Only

Log #: _____

Date Received: _____

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly must be thoroughly documented on this report. Place all comments in the comment section on the last page.

This evaluation is NOT FINAL until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.

1. Current Owner Information:

Name: HERB WISER

Address: 18564 NAVAJO LANE

Phone #: Day: 3092623229 Home: 3097261959

2. Requestor Information:

Name: FOR ESTATE PLANNING

Address: _____

Phone #: Day: _____ Home: _____

3. Property Information:

Parcel Number (Tax ID): 08-07-102-010 Date Evaluation Performed: 10-6-15

Address of property evaluated: 18564 NAVAJO LANE Sub. & Lot: _____

Permit available from Health Dept.: Yes ☒ No ☐ Permit Number: 97-9978

4. Interview Information:

Person interviewed: HERB WISER

Age of home (years): 17

Date last occupied: 12

Has tank ever been pumped: Yes ☐ No ☒

Original owner: Yes ☐ No ☒

Intended for seasonal use: Yes ☐ No ☒

Number of occupants: 2

If yes, how often: _____

5. Interior Evaluation:

Number of bedrooms: 4

Garbage disposal: Yes ☒ No ☐

Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒

Water softener discharges to: N/A

Clothes washer discharges to: SEPTIC

Dishwasher discharges to: SEPTIC

Hot tub discharges to: N/A

Basement plumbing fixtures:

a. _____

b. _____

c. _____

d. _____

Discharge locations:

a. _____

b. _____

c. _____

d. _____

Basement floor drains discharge to: N/A

Garage floor drains discharge to: N/A

Sump pit/pump discharges to: CAKE

Downspouts discharge to: CAKE

6. **Exterior Evaluation Points:**

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☒	Yes	No
Depth of soil to top of tank: 10 inches			Depth of soil to top of tank: _____ inches		
Tank has access within 12" of ground surface:	☒	☐	Tank has access within 12" of ground surface:	☐	☐
Size: 2,000 gallons Type: Darnall			Size: _____ gallons Type: _____		
Meets current code:	☒	☐	Meets current code:	☐	☐
Tank lids in good condition:	☒	☐	Tank lids in good condition:	☐	☐
Inlet baffle in good condition:	☒	☐	Inlet baffle in good condition:	☐	☐
Evidence of solids on inlet baffle:	☐	☒	Evidence of solids on inlet baffle:	☐	☐
Outlet baffle in good condition:	☒	☐	Outlet baffle in good condition:	☐	☐
Evidence of solids on outlet baffle:	☐	☒	Evidence of solids on outlet baffle:	☐	☐
Water standing in outlet:	☐	☒	Water standing in outlet:	☐	☐
Water level below outlet:	☒	☐	Water level below outlet:	☐	☐
Tank needs to be pumped:	☐	☒	Tank needs to be pumped:	☐	☐
Outlet device/filter on tank:	☐	☒	Outlet device/filter on tank:	☐	☐
Type: _____			Type: _____		
Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☒			Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☐		

B. SEEPAGE FIELD -- This Section N/A ☐

Sand filter

Depth to top of field: _____ inches to _____ inches

Square feet of field: _____ square feet

	Yes	No
Meets current code sizing requirements:	☐	☐
Seepage standing on ground surface:	☐	☐
Lush vegetation or saturated soil on or near seepage field area:	☐	☐
Evidence that water has ponded over seepage field or the soil is saturated:	☐	☐
Solids or "carry over" material present in the rock or bedding material:	☐	☐

Depth of water in trench: _____ inches

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A ☐

	Yes	No
Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?	☐	☐

D. SEEPAGE BED -- This Section N/A ☐

Depth to top of bed: _____ inches to _____ inches

Square feet of bed: _____ square feet

	Yes	No
Meets current code sizing requirements:	☐	☐
Seepage standing on ground surface:	☐	☐
Lush vegetation or saturated soil on or near seepage bed area:	☐	☐
Evidence water has ponded over seepage bed or is soil saturated:	☐	☐
Solids or "carry over" material present in the rock or bedding material:	☐	☐

Depth of water in the bed: _____ inches

E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: 12 inches

Square feet of sand filter: _____ square feet

	Yes	No
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	☐	☒
Meets current code sizing requirements:	☐	☐
Seepage standing on ground surface over filter:	☐	☒
Lush vegetation on or near sand filter:	☐	☒
Evidence if water has ponded over sand filter:	☐	☒
Sand filter vented as required:	☒	☐
Vent in good repair:	☒	☐
Chlorinator with screw on cap present:	☒	☐
Chlorinator tube with corrosion resistant handle present:	☒	☐
Evidence of chlorination:	☒	☐
Evidence of restricted flow in chlorinator:	☐	☒
Sample port with screw on cap present:	☒	☐

Where does the contact tank discharge to: (*Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.*) LAKE

F. PUMP OR LIFT STATION -- This Section N/A ☐

	Yes	No
Pump chamber an approved design:	☐	☐
Chamber volume 1.5 times the daily flow:	☐	☐
Is there a dual pump:	☐	☐
Alarm present:	☐	☐
Alarm location: _____		
Alarm properly working with audio and visual functions:	☐	☐

G. AEROBIC UNIT -- This Section N/A ☐

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

	Yes	No
Pump running at time of inspection:	☐	☐
Current maintenance contract in place:	☐	☐
Who is maintenance contract with: _____		
Alarm present:	☐	☐
Alarm location: _____		
Alarm properly working with audio and visual functions:	☐	☐

Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:	☐	☐
Chlorinator tube with corrosion resistant handle present:	☐	☐
Evidence of chlorination:	☐	☐

Where does the contact tank discharge to: (*Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.*) _____

see ATTACHED

Include all distances as described below.
NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A ☒	*Geothermal unit to: N/A ☐	*Building to:
Septic tank: ____ feet	Septic tank: ____ feet	Septic tank: 5 feet
Seepage system: ____ feet	Seepage system: ____ feet	Seepage system: ____ feet
Sand filter: ____ feet	Sand filter: ____ feet	Sand filter: 37 feet
Effluent tile: ____ feet	Effluent tile: ____ feet	Effluent tile: 21 feet
Effluent discharge: ____ feet	Effluent discharge: ____ feet	Effluent discharge: 191 feet
Geothermal unit: ____ feet	Aerobic unit: ____ feet	Geothermal unit: ____ feet
Aerobic unit: ____ feet		Aerobic unit: ____ feet
***Water line to:**	***Body of water to: N/A ☐**	
Septic tank: >10 feet	Septic tank: 130+ feet	
Seepage system: ____ feet	Seepage system: ~~160+~~ feet	
Sand filter: >25 feet	Sand filter: 160+ feet	
Effluent tile: ____ feet	Effluent tile: ____ feet	
Effluent discharge: >25 feet	Effluent discharge: 0 feet	
Aerobic unit: ____ feet	Aerobic unit: ____ feet	

Comments:

This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

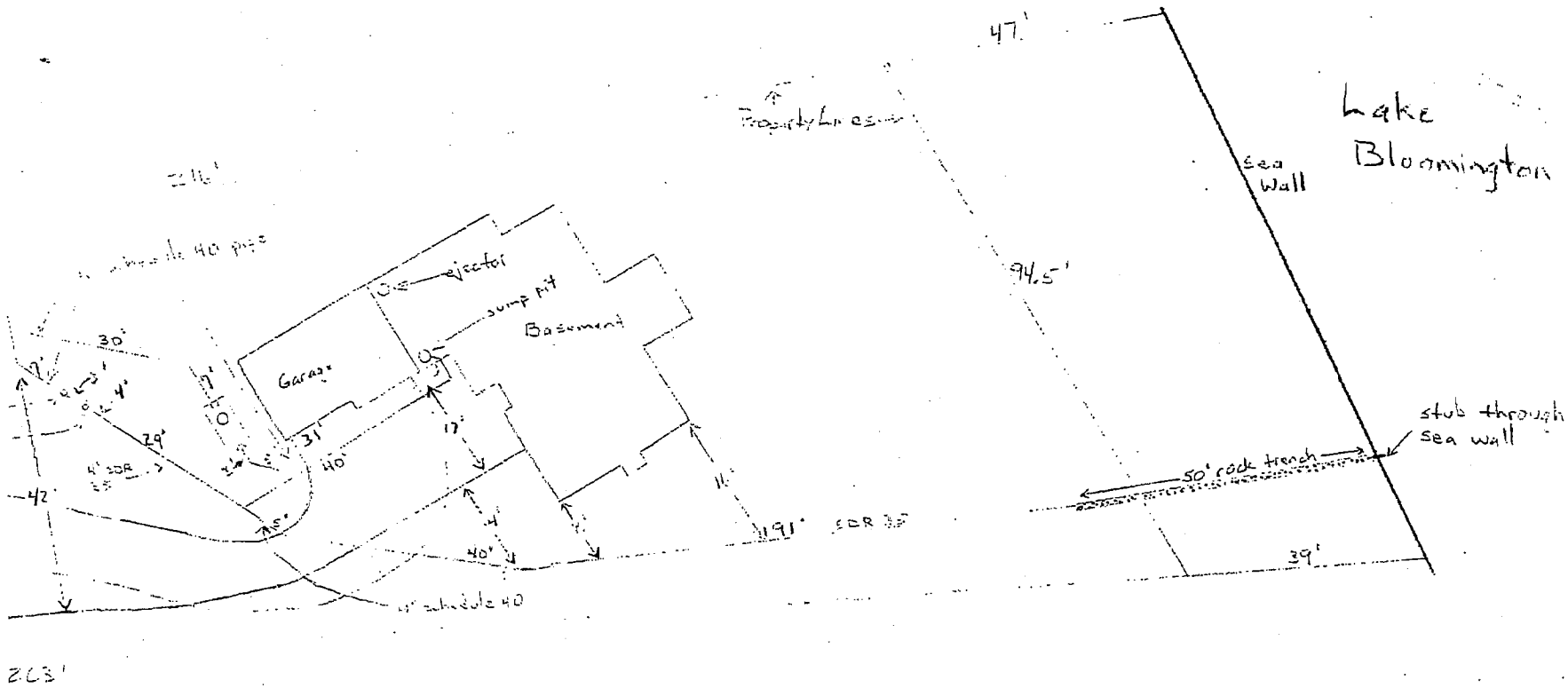
No Problems w/ System -

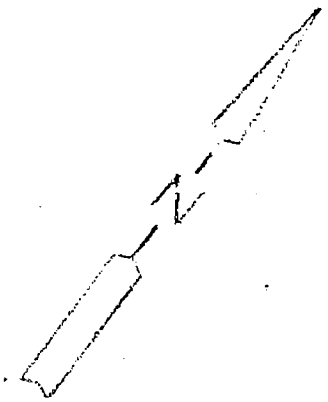
This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee of how the sewage disposal system may function at any time in the future.

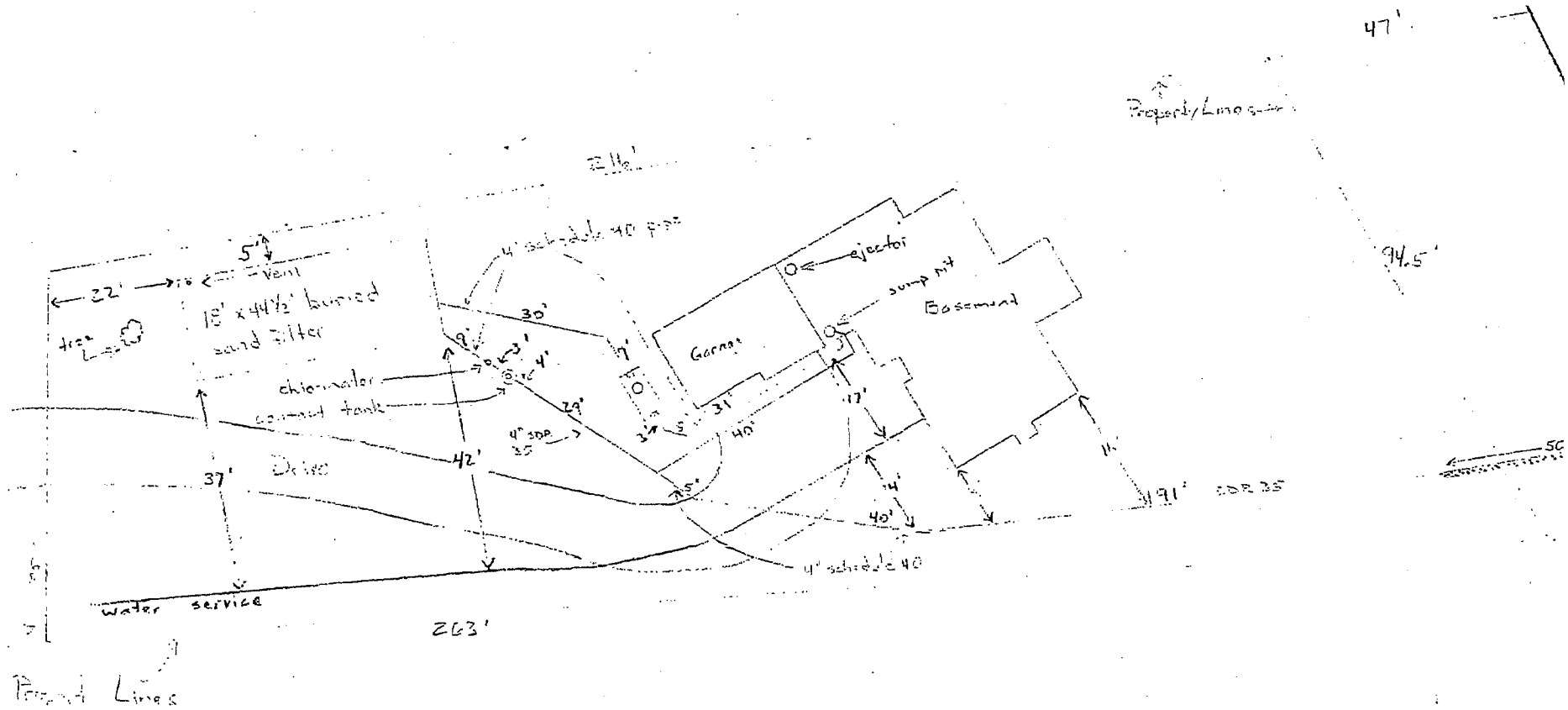
Ray A Popejoy
Inspector Name (print)

Signature

10-6-15
Date


47'
Lake Bloomington
Sea Wall
Property Line
94.5'
ejector
sump pit
Basement
Garage
30'
29'
31'
40'
17'
42'
45°
40'
11'
191'
50' rock trench
stub through sea wall
39'
263'





Lot - Darnall, 2,000 s.f.

Sandfilter - 801 sq.ft.

Installer - Tolan Exc.

Owner - Tim & Beth Leman

Permit #97-9978

Inspected 11-27-97 / Phil Miller

TRANE

HOPEJOY INC.
plumbing · heating · electric

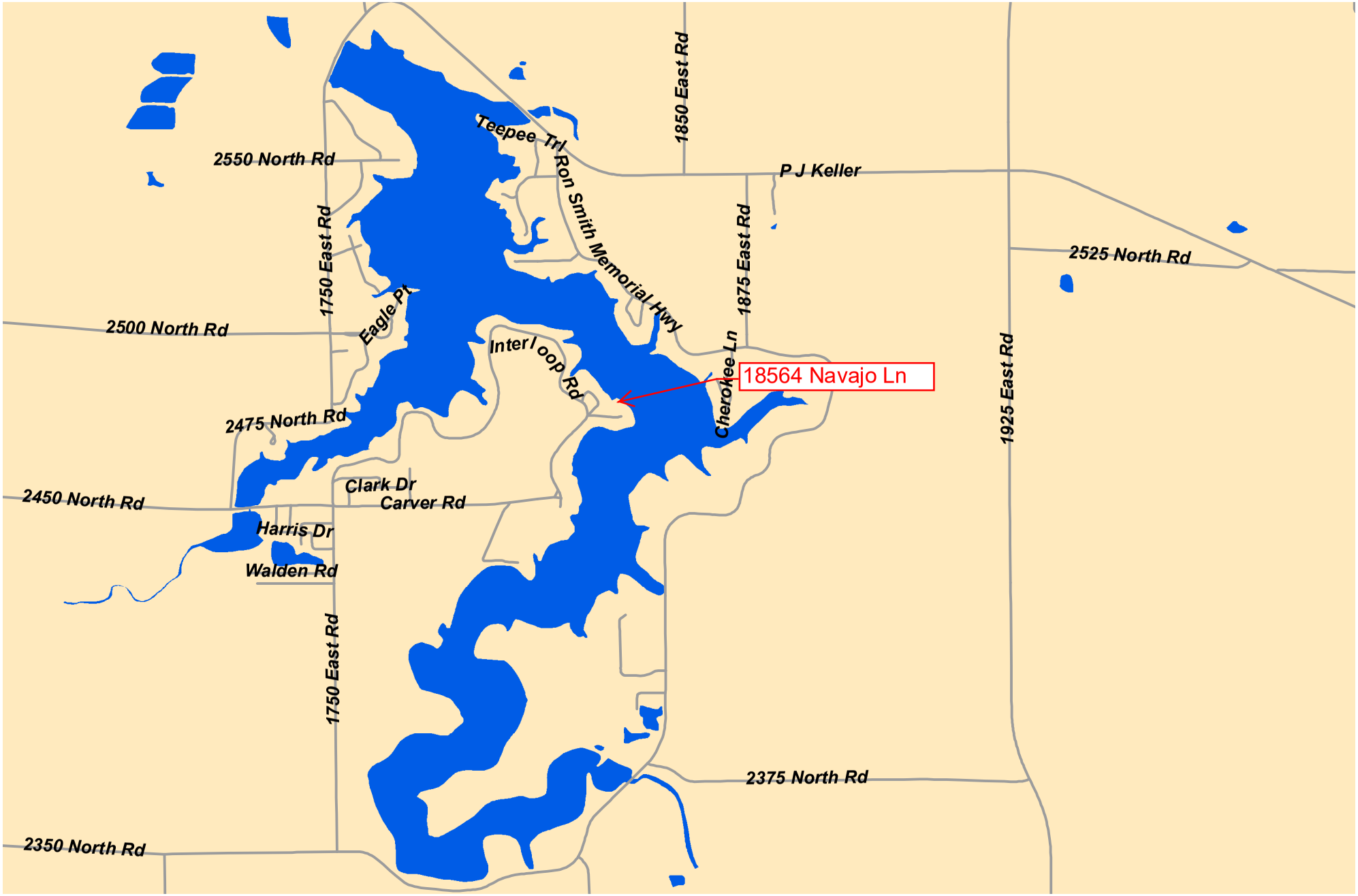
GEI

HERB WISER SEPTIC INSPECTION

The septic system at 18564 Navajo Ln, Hudson, IL was working properly at inspection on September 3rd, 2015. The baffles on the tank were good and comes into the house on a different side than the sewer.

Thank you,

Daniel Cooper


2550 North Rd
1750 East Rd
Eagle Pt
2500 North Rd
2475 North Rd
2450 North Rd
Clark Dr
Carver Rd
Harris Dr
Walden Rd
1750 East Rd
2350 North Rd
Teepee Trl
Ron Smith Memorial Hwy
Inter Loop Rd
1850 East Rd
P J Keller
1875 East Rd
Cherokee Ln
18564 Navajo Ln
2525 North Rd
1925 East Rd
2375 North Rd

24765
18564 Navajo Ln.
Lot: 2
Block: 2
Camp: Iroquois
24763
18564
18592
18594

REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: November 9, 2015

SUBJECT: Presentation of the FY2015 Comprehensive Financial Annual Reports as audited

RECOMMENDATION/MOTION: Accept the Comprehensive Annual Financial Reports as presented.

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

STRATEGIC PLAN SIGNIFICANCE: Not applicable

BACKGROUND:

The City's Comprehensive Annual Financial Statement (CAFR) for both the City and the Financial and Compliance Report for U.S. Cellular Coliseum were issued on October 30th, 2015 by Sikich, LLP an independent audit firm who provided an unqualified or "clean" opinion on both financials. An unqualified opinion means the financial statements have been audited to gain reasonable assurance that the financial statements present fairly, in all material respects. The annual financial statements and audit procedures should provide a comfort level referred to as "reasonable assurance" to Council members as to the overall status of city financial operations but is not a guarantee. However this assurance is obtained by following rigorous audit standards and financial statement disclosures by and independent licensed audit firm. Sikich conducts its annual audits in accordance with auditing standards generally accepted in the United States of America and standards issued by the Comptroller General of the United States. Both audits were posted on the City's website and have been emailed to City Council. Hard copies will be delivered shortly.

In order to issue the City's financial statements multiple separate audits that must be completed including the Library Foundation, Foreign Fire Insurance Board, and the Police and Fire Pension Funds. These funds conduct their own record keeping and transacting and therefore have separate independent audits conducted under the same auditing standards as the City. The resulting financial statements are incorporated into the City's CAFR as these are funds of the City. Delays in these ancillary audit reports could result in an extension of the City's audit.

Both CAFR's were posted on the City's website on Friday, October 30th seen at http://www.cityblm.org/index.aspx?page=21&parent=36 and emailed to the City Council. Hard copies have been distributed to City Council mailboxes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: none.

FINANCIAL IMPACT: An unqualified audit opinion is a key factor in maintaining the Cities credit rating which is a solid "AA" and AA + with Fitch Ratings. Maintaining the City's credit rating is paramount in marketing, issuing, and refinancing city debt and economic development.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION

Respectfully submitted for Council consideration.

Financial & budgetary review by: Patti-Lynn Silva, Finance Director

Legal review by: Jeffery R. Jurgens, Corporate Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- List each attachment by name or file name

Motion: Accept the Comprehensive Annual Financial Reports as presented.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: November 9, 2015

SUBJECT: Consideration of adopting an Ordinance to establish an Enterprise Zone and enter into an Intergovernmental Agreement between the City of Bloomington, the Town of Normal, Gibson City, McLean County, and Ford County to file an application with the State of Illinois Department of Commerce and Economic Opportunity (DCEO) for official designation of the proposed Enterprise Zone by DCEO.

RECOMMENDATION/MOTION: Recommend that Council approve the Ordinance establishing an Enterprise Zone, the Intergovernmental Agreement be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the Local Economy; Goal 5. Great Place – Livable, Sustainable City; and Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington; 3c. Revitalization of older commercial homes; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations. Objective 5b. City decisions consistent with plans and policies. Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; 6d. Healthy adjacent neighborhoods linked to Downtown; 6e. Preservation of historic buildings.

BACKGROUND & OVERVIEW: In 1985 the City partnered with the Town of Normal and McLean County in the creation of an Enterprise Zone (EZ). Under the EZ program, as authorized by the State of Illinois, eligible developments may qualify for investment tax credits, reduction in sales tax liability and utility tax credits provided certain investment and employment thresholds are met. The 1985 EZ is set to expire on July 1, 2016. The Bloomington-Normal Economic Development Council is leading the effort to secure a replacement EZ for the area.

The BNEDC assisted the partner government agencies in the application for a new EZ in December 2014. Unfortunately, our application was not among the 49 zones that were approved by DCEO during its summer 2015 selection process. The proposed ordinance and intergovernmental agreement before the Council now would authorize the City's participation in a new EZ to be applied for in December 2015 for DCEO consideration in the summer of 2016 when 19 new zones are scheduled to be approved. All participating agencies must adopt the ordinance for the application process for a new EZ to move forward. If the new application is successful, the new EZ would commence on January 1, 2017.

The EZ is a vital economic development tool for the City, Town, and the County. Having the EZ enables Bloomington-Normal-McLean County to be competitive with other communities in the

state and nation in terms of business attraction and retention. Additionally, many of the tracts in the City of Bloomington which are proposed to be included in the new EZ (see attached map), including the majority of Downtown Bloomington, are also highlighted in Bloomington's 2015 Comprehensive Plan as a priority focus areas for in-fill development and redevelopment to "support the goals of compact development, leveraging Bloomington's investment in city services, and keeping growth contiguous to the City." Therefore, the proposed EZ is an economic development tool that can be utilized to assist the City Council and City staff with the implementation of broader community goals over the coming years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City staff has been collaborating with the Bloomington Normal Economic Development Council and the other partner government agencies in the structuring of the new EZ. On December 8, 2014 the Bloomington City Council approved the boundaries of the then proposed EZ in support of the BNEDC's application for a new EZ during DECO's December 2014 application window.

A public hearing on the December 2014 application was held on Wednesday, October 29, 2014. A public hearing for the December 2015 application will be held in the County Board Room, 4th Floor, Government Center, Downtown Bloomington, at 4:30 pm on Monday November 9, 2015.

FINANCIAL IMPACT: With respect to potential award of a new EZ by DECO, there is no direct financial impact to the City. However, to the extent that companies which choose to locate or expand in the EZ may seek assistance under the incentives that may be offered through the EZ, the potential financial impact to the City due to the granting of EZ incentives to those individual companies would need to be considered on a case by case basis.

Respectfully submitted for Council consideration.

Prepared by:	Austin Grammer, Economic Development Coordinator
Reviewed by:	Tom Dabareiner AICP, Community Development Director
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Jeffery R. Jurgens, Corporate Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Enterprise Zone Ordinance
- Enterprise Zone Intergovernmental Agreement

- Enterprise Zone Boundary Map and Legal Boundary Description
- Certificate of Publication of Notice of Public Hearing

Motion: Recommend that Council approve the Ordinance establishing an Enterprise Zone, the Intergovernmental Agreement be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

ORDINANCE NO. 2015-___
AN ORDINANCE DESCRIBING AND DESIGNATING
AN AREA AS AN ENTERPRISE ZONE

WHEREAS, the State of Illinois Enterprise Zone Act encourages local governmental participation in the promotion of private sector investment in economically depressed areas throughout the State; and

WHEREAS, a large number of residents in the Bloomington-Normal area have experienced pervasive property, unemployment, and economic distress; and

WHEREAS, there are certain local areas that need particular attention of government, business and labor to attract private sector investments and directly aid the entire region and the residents thereof; and

WHEREAS, the Illinois Enterprise Zone Act requires units of local government to pass an Ordinance establishing an Enterprise Zone before it can apply to the Department of Commerce and Economic Opportunity for certification of the Zone; and

WHEREAS, a public hearing on the establishment of such a Zone was conducted by the City of Bloomington, Town of Normal, City of Gibson City, County of Ford, and County of McLean on November 9, 2015;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: **Definitions**. As used in this ordinance:
"Act" means the Enterprise Zone Act (20 ILCS 655/).
"Department" means the Department of Commerce and Economic Opportunity.
"EDC" means the Economic Development Council of the Bloomington Normal Area.
"IGA Parties" means the Town of Normal, the City of Bloomington, the City of Gibson City, the County of McLean, and the County of Ford.
"Zone Area" means the area described and depicted in Appendix A, which is incorporated into this ordinance.

SECTION TWO: **Designation**. The Zone Area is designated as an Enterprise Zone, subject to the approval of the Department as set forth under the Act.

SECTION THREE: **Qualifications**. The City Council finds and determines that the Enterprise Zone meets the qualifications set forth under Section 4 of the Act.

SECTION FOUR: **Duration**. The duration of the Enterprise Zone is the maximum duration allowed for the Zone under Section 5.3 of the Act, including allowable extensions.

SECTION FIVE: **Incentive**. The City, in an effort to facilitate the successful development of the Enterprise Zone, will provide for a limited, discretionary property-tax abatement on improvements as follows:

A. Eligible Projects: To be considered for an abatement under this Section, a new attraction or a competitively-bid expansion project must create or maintain 50 or more Full Time Equivalent jobs and meet one of the following minimum qualification criteria:

(1) the enterprise has invested or intends to invest a minimum of $5 million which is or will be placed in service in the qualified property; or

(2) Result in the creation of a new property lease with a minimum term of 5 years whose value is $600,000 annually.

B. Demonstrated Need: Each project must present a documented "but-for" case, either by providing a written offer from another locality or a signed affidavit.

C. Two-track system: Abatements will be offered in two different tracks, based on the impact of the project in question. Projects of a higher quality are eligible for a "high impact" abatement, and projects meeting only the minimum criteria are eligible for the "standard" abatement.

"High-Impact" Abatement: Five-year 100% abatement on improvements (existing tax revenue not jeopardized).

"Standard Abatement": Five-year graduated abatement on improvements (existing tax revenue not jeopardized) as follows:

(1) 100% of improvements in year one;
(2) 80% of improvements in year two;
(3) 60% of improvements in year three;
(4) 40% of improvements in year four; and
(5) 20% of improvements in year five.

Projects qualifying for the "High-Impact Abatement" are generally one or more of the following:

(1) Projects in the industries of Agribusiness, Logistics & Warehousing, IT/Clean Tech Manufacturing, Finance, Insurance and Real Estate, or Education;

(2) Projects that will create jobs whose average pay (wages+ benefits), across all new positions, is greater than the McLean County per-capita income level, as determined by the most recent American Community Survey 5-year estimates (presently $28,167);

(3) Projects that will locate in a "targeted area." Targeted areas include officially designated brownfields, distressed areas as defined by the Federal New Markets Tax Credit program, designated shovel-ready sites, or similar areas; or

(4) Projects that will derive a high percentage of revenue from exports.

D. Restrictions: The following types of projects are ineligible for abatement consideration:

(1) Residential-only development; and
(2) Wind Energy.

E. Approval Process: All projects requesting an abatement must apply to the EDC. The EDC will evaluate the applications and award the abatement to qualifying applicants. The EDC must notify each affected taxing body of the award.

F. Clawbacks and Enforcement: In all cases, individual abatement agreements must contain clawback provisions to ensure that the projects incentivized by this abatement program perform to the expectations set forth in the agreement.

Any project that receives an abatement but is found not to have created the number of jobs and quantity of investment set forth in its abatement agreement is required to pay back previously received abatement amounts on a pro-rata basis. Each taxing body retains the right to terminate abatement agreements for non-performance.

Each project receiving property tax abatements must also agree to not challenge their property tax assessment for a period of 5 years following the end of the abatement period.

G. Inspection & Monitoring: Each abatement agreement must provide a mechanism for inspection to ensure that the investment promised by the company has taken place. This "audit" may

occur no more than once annually and is the responsibility of the Economic Development Council to undertake at the request of a taxing body. The audit will include:

(1) Inspection of employee records, date of hire, and salary information;

(2) Review of construction budgets, building permits, and depreciation information on tax documents; and

(3) On-site visual inspection of the investment.

SECTION SIX: Additional incentives allowed. This Ordinance does not prohibit the City from extending additional tax incentives of reimbursement for business enterprises in this Enterprise Zone or its corporate limits by separate Ordinance.

SECTION SEVEN: Conformance to codes. Ordinances, and regulations. No incentive is available to any project that is not constructed, used, or occupied in conformance with all City codes, ordinances, and regulations. Except as expressly and specifically provided in this Ordinance, nothing contained in this Ordinance may be construed to waive, abrogate, lessen, or weaken the full force, effect, and application of all laws, resolutions, codes, regulations, and ordinances of the City to any project or any person or property.

SECTION EIGHT: Application and administration. That the City Manager is authorized and directed to (i) make an application to the Department under Section 5 1 of the Act, (ii) as he deems proper, to cause to be promulgated any program, directive, rule, or regulations, to make any recommendation, and to furnish any information for the purpose of securing certification of Zone Area as an Enterprise Zone, and (iii) to administer the Enterprise Zone and the related programs after the Zone is certified.

SECTION NINE: Zone Administrator. The position of "Zone Administrator" is created. The first Zone Administrator is the Executive Director of the EDC, and successors shall be designated pursuant to an Intergovernmental Agreement by and among the IGA Parties pertaining to the Zone. The duties of the Zone Administrator shall be performed in addition to the regular duties of the position of Executive Director. It is the power and duty of the Zone Administrator to:

A. Supervise the implementation of the provisions of this Ordinance and the Illinois Enterprise Zone Act;

B. Act as a liaison between the IGA Parties, the Department, any designated zone organization, and other State, federal, and local agencies, whether public or private;

C. Conduct an ongoing evaluation of the Enterprise Zone program and submit such evaluative reports on at least an annual basis to the Mayor and City Council;

D. Promote the coordination of other relevant programs, including but not limited to housing, community and economic development, small business, financial assistance, and employment training within the Enterprise Zone;

E. Recommend qualified designated zone organizations to the City Council; and

F. Have other duties as specified by either the Mayor or the City Council.

SECTION TEN. Designated zone organizations. In order to facilitate the successful development of the Enterprise Zone and in accordance with the Act, the City may establish one or more designated zone organizations to carry out any or all of the functions provided for in Section 8 of the Act.

SECTION ELEVEN. Certification fee. The Enterprise Zone Administrator is authorized and directed to collect a certification fee from any applicant for construction or renovation in the Enterprise

Zone in order to be certified as eligible for enterprise zone benefits.

A. The amount of the certification fee is 0.5% of the cost of the building materials of a project, as determined at the time of certification of the project by the Enterprise Zone Administrator. No fee, however, may exceed $50,000.

B. The certification fee must be paid at the time that the application for certification for eligibility for zone benefits is filed. The applicant and the Zoning Administrator, however, may arrange a different payment date for the fee with respect to any application.

C. The proceeds of the certification fee shall be distributed to the Economic Development Council of Bloomington Normal Area.

SECTION TWELVE: Repeal of conflicting ordinances. The provisions of any ordinance that conflicts with the provisions of this Ordinance are repealed to the extent of the conflict.

SECTION THIRTEEN: Effective date. This Ordinance takes effect 10 days after the date of its publication and applies to such portion of the Zone as is or becomes a part of the City of Bloomington in the duration of the Zone.

[Rest of page intentionally left blank]

Presented, passed, and approved by the City Council of the City of Bloomington this ____ Day of _____, 2015.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Cherry L. Lawson, City Clerk

(SEAL)

APPROVED AS TO FORM

_____
Jeffery R. Jurgens, Corporation Counsel

CERTIFIED COPY

STATE OF ILLINOIS)

COUNTY OF MCLEAN)

CITY OF BLOOMINGTON)

I, _____, City Clerk of said City, do hereby certify that the foregoing is a true and complete copy of an original of Ordinance No. _____; being a **AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA AS AN ENTERPRISE ZONE**, which was approved at a regular meeting of said City Council held on the ____ day of _____, 2015, by an affirmative vote of the majority of all members elected to said City Council; the vote having been taken by yeas and nays and entered on the record: of the proceedings of said City Council.

Witness my hand and seal of said City of Bloomington; this ___ day of _____, 2015

_____

City Clerk

(SEAL)

CERTIFIED COPY

STATE OF ILLINOIS)

COUNTY OF MCLEAN)

CITY OF BLOOMINGTON)

I, _____, City Clerk of said City, do hereby certify that the foregoing is a true and complete copy of an original of Ordinance No. _____; being a **AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA AS AN ENTERPRISE ZONE**, which was approved at a regular meeting of said City Council held on the ____ day of _____, 2015, by an affirmative vote of the majority of all members elected to said City Council; the vote having been taken by yeas and nays and entered on the record: of the proceedings of said City Council.

Witness my hand and seal of said City of Bloomington; this ___ day of _____, 2015

_____

City Clerk

(SEAL)

CERTIFIED COPY

STATE OF ILLINOIS)

COUNTY OF MCLEAN)

CITY OF BLOOMINGTON)

I_____, City Clerk of City of Bloomington, do hereby certify that the foregoing is a true and complete copy of an original signature of said City on an **Intergovernmental Agreement Concerning Enterprise Zone Designation and Operation and said Intergovernmental Agreement**, which was approved at a regular meeting of said City Council held on the ____ day of _____, 2015, by an affirmative vote of the majority of all members elected said City; the vote having been taken by yeas and nays and entered on the record: of the proceedings of the City.

Witness my hand and seal of said City; this ___ day of _____, 2015

_____
City Clerk

(SEAL)

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT CONCERNING ENTERPRISE ZONE DESIGNATION AND OPERATION

This agreement is dated November 9, 2015 and is between the COUNTY OF MCLEAN, the COUNTY OF FORD, the CITY OF BLOOMINGTON, the CITY OF GIBSON CITY, and the TOWN OF NORMAL.

In consideration of the mutual covenants contained in this contract and for other good and valuable consideration, the parties agree as follows:

Section 1. Purpose. The purpose of this agreement is to organize and coordinate the efforts of the parties in bringing about the designation and operation of an Enterprise Zone under the provisions of the Enterprise Zone Act (20 ILCS 655/).

Section 2. Description. The property that is the subject of this agreement is described in Appendix A of the Enterprise Zone Designating Ordinance ("Zone Property"). The Zone Property is located partly in the jurisdiction of each of the parties.

Section 3. Enabling ordinance. Each party to this agreement agrees to adopt an ordinance meeting the requirements of the Enterprise Zone Act. Each party agrees to adopt any other ordinances or legislation as may be necessary to carry out the intent of the enabling ordinance.

Section 4. Application. The parties agree to submit to the Department of Commerce and Economic Opportunity a joint application for designation of the Zone Property as an Enterprise Zone in accordance with the requirements of the Enterprise Zone Act.

Section 5. Administrator. The Executive Director of the Economic Development Council of the Bloomington Normal Area shall serve as the first administrator to administer the Zone. The parties agree to appoint, collectively, each successor. To that extent, each party agrees to adopt any ordinance or resolution that is necessary to empower the Administrator to act on behalf of that party with respect to the administration of the Zone within its jurisdiction. In selecting an Administrator, each party has one vote, which shall be cast by the chief executive officer of each party (mayor or county board

chairman, as applicable). Each Administrator continues to hold the position until he or she resigns or dies or until the chief executive officers of at least 3 of the parties vote to discharge him or her.

Section 6. Specific performance. Because the success of the Zone depends upon the unified and coordinated actions of all of the parties to this agreement, and because it is impossible to calculate the damage that may be done by the failure to adhere to the provisions of this agreement, it is hereby declared by and among the parties that any obligations imposed upon any party by this agreement or undertaken through the submission of a joint application under the Enterprise Zone Act is specifically enforceable against any party by any or all of the other four parties.

[Rest of page intentionally left blank]

The parties are signing this agreement as of the date set forth in the introductory clause.

County of Ford

_____

County Board Chairman Date

ATTEST:

_____

County Clerk

County of McLean

_____

County Board Chairman Date

_____

County Clerk

City of Bloomington

_____

Mayor Date

ATTEST:

_____

City Clerk

Town of Normal

_____

Mayor Date

_____

Town Clerk

City of Gibson City

_____

Mayor Date

ATTEST:

_____

City Clerk

CERTIFIED COPY

STATE OF ILLINOIS)

COUNTY OF MCLEAN)

TOWN OF _____)

I_____, Clerk of said _____ (Unit of Government), do hereby certify that the foregoing is a true and complete copy of an original signature of said Unit of Government on an **Intergovernmental Agreement Concerning Enterprise Zone Designation and Operation and said Intergovernmental Agreement**, which was approved at a regular meeting of said Unit of Government held on the ____ day of _____, 2015, by an affirmative vote of the majority of all members elected said Unit of Government; the vote having been taken by yeas and nays and entered on the record: of the proceedings of the Unit of Government.

Witness my hand and seal of said Unit of Government; this ___ day of _____, 2015

_____
Clerk

(SEAL)

CERTIFIED COPY

STATE OF ILLINOIS)

COUNTY OF MCLEAN)

TOWN OF _____)

I_____, Clerk of said _____ (Unit of Government), do hereby certify that the foregoing is a true and complete copy of an original signature of said Unit of Government on an **Intergovernmental Agreement Concerning Enterprise Zone Designation and Operation and said Intergovernmental Agreement**, which was approved at a regular meeting of said Unit of Government held on the ____ day of _____, 2015, by an affirmative vote of the majority of all members elected said Unit of Government; the vote having been taken by yeas and nays and entered on the record: of the proceedings of the Unit of Government.

Witness my hand and seal of said Unit of Government; this ___ day of _____, 2015

_____
Clerk

(SEAL)

Illinois Enterprise Zone Program
Application for New Designation
Application Information and Instructions

Application Certification

THE APPLICANT CERTIFIES THAT:

To the best of my knowledge and belief, data and other information in this application are true and correct, and this document has been authorized by the governing body of the applicant. I further certify that each incentive authorized by the governing body will be implemented and that all necessary administrative procedures will be established and effected.

CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

Town of Normal	
Designating Unit of Government	Chief Elected Official
	Mayor
Date	Title

CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

City of Bloomington	
Designating Unit of Government	Chief Elected Official
	Mayor
Date	

CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

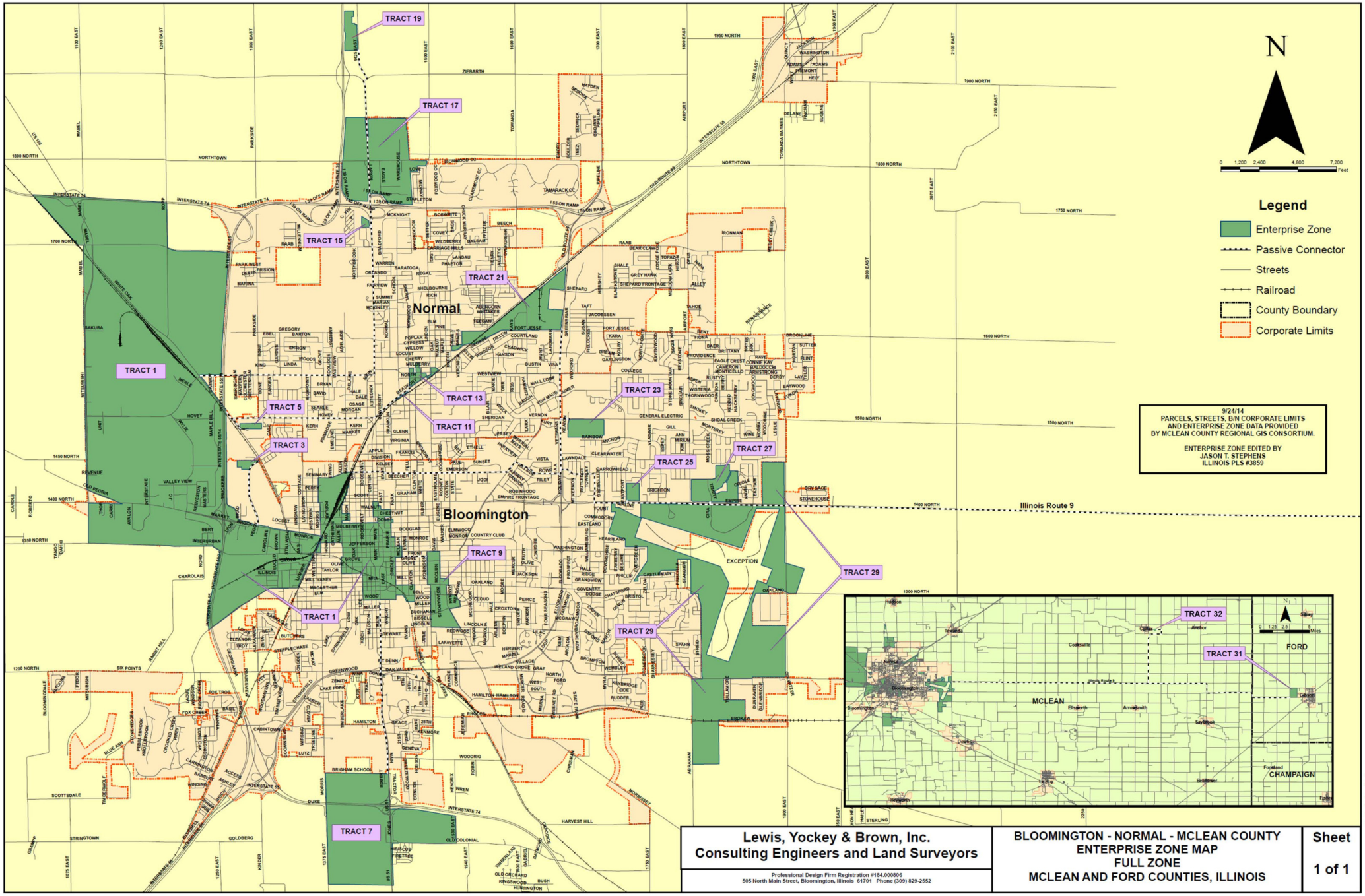
County of McLean	
Designating Unit of Government	Chief Elected Official
	County Board Chairman
Date	

CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

County of Ford	
Designating Unit of Government	Chief Elected Official
	County Board Chairman
Date	

CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

City of Gibson City	
Designating Unit of Government	Chief Elected Official
	Mayor
Date	



Lewis, Yockey & Brown, Inc.
Consulting Engineers and Land Surveyors

Professional Design Firm Registration #184.000806
505 North Main Street, Bloomington, Illinois 61701 Phone (309) 829-2552

BLOOMINGTON - NORMAL - MCLEAN COUNTY
ENTERPRISE ZONE MAP
FULL ZONE
MCLEAN AND FORD COUNTIES, ILLINOIS

Sheet
1 of 1

2039.01

Bloomington - Normal - McLean County
Enterprise Zone
Full Zone Legal Description
Tract 1

Point of Beginning: In the City of Bloomington, County of McLean, State of Illinois, at the intersection of the north right-of-way line of West Market Street and the western right-of-way line of Illinois Central Gulf Railroad tracks; thence southwesterly along said western right-of-way line to the intersection of the north right-of-way line of West Front Street and the east right-of-way line of South Lumber Street; thence southwesterly along said east right-of-way line of South Lumber Street to its intersection with the south right-of-way line of West Oakland Avenue. From this point the boundary runs westerly along the south right-of-way line of Oakland Avenue/Oakland County Road to the west right-of-way line of Interstate 55-74. The boundary follows the western Interstate 55-74 right-of-way line northward to the south right-of-way line of West Washington Street. The boundary follows this right-of-way line westward until it intersects with the west right-of-way line of Bloomington Heights Road; thence Northerly on said west right of way line of Bloomington Heights Road to the north right of way line of said West Washington Street; thence Westerly on the north right of way line of said West Washington Street to the south line of the N1/2 of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian; thence Westerly on the south line of said N1/2 of Section 1 to the west line of said Section 1; thence Northerly on the west line of said Section 1 to the south right of way line of West Market Street; thence Easterly on the south right of way line of said West Market Street to the southwesterly right of way line of the roadway commonly known as Old Peoria Road; thence Northwesterly on the southwesterly right of way line of said Old Peoria Road to the west right of way line of County Road 1100 East. The boundary then follows the west right-of-way line of 1100 East in a northerly direction to its intersection with the centerline of West Raab Road; thence westerly on the centerline of said West Raab Road to the northeasterly right of way line of the Norfolk Southern Railroad; thence Northwesterly on the northeasterly right of way line of said Norfolk Southern Railroad to the centerline of Interstate 74; thence Easterly on the centerline of said Interstate 74 to the centerline of Ropp Road; thence Southerly on the centerline of said Ropp Road to the south right of way line of said Raab Road; thence Easterly on the south right of way line of said Raab Road to the west right of way line of Interstate 55/74; thence Southerly on the west right of way line of said Interstate 55/74 to the north right of way line of College Avenue; thence Westerly on the north right of way line of said College Avenue to the easterly right of way line of White Oak

Road; thence Southeasterly on the easterly right of way line of said White Oak Road to the east right of way line of said Interstate 55/74; thence Southerly on the east right of way line of said Interstate 55/74 to the north right of way line of said West Market Street; thence Easterly on the north right of way line of said West Market Street to the west right of way line of Morris Avenue; thence Northerly on the west right of way line of said Morris Avenue to the south right of way line of Empire Street; thence Westerly on the south right of way line of Empire Street to the west right of way line of Morris Avenue; thence Northerly on the west right of way line of said Morris Avenue to the north right of way line of Seminary Street; thence Easterly on the north right of way line of said Seminary Street and the north right of way line of Emerson Street to the easterly right of way line of the Illinois Central Gulf Railroad; thence Southwesterly on the easterly right of way line of said Illinois Central Gulf Railroad to the east right of way line of Allin Street; thence Southerly on the east right of way line of said Allin Street to the south line of the public alley in Block 9 Western Addition to the City of Bloomington; thence Easterly on the south right of way line of said public alley to the east right of way line of Mason Street; thence Southerly on the east right of way line of said Mason Street to the south right of way line of the public alley in Block 10 in said Western Addition to the City of Bloomington; thence Westerly on the south right of way line of said public alley to the east right of way line of said Allin Street; thence Southerly on the east right of way line of said Allin Street to the north right of way line of Locust Street; thence Easterly on the north right of way line of said Locust Street to the west right of way line of Main Street; thence Northerly on the west right of way line of said Main Street to the south right of way line of Chestnut Street; thence Westerly on the south right of way line of said Chestnut Street to the west right of way line of Center Street; thence Northerly on the west right of way line of said Center Street to the north right of way line of said Empire Street; thence Easterly on the north right of way line of said Empire Street to the east right of way line of said Main Street; thence Southerly on the east right of way line of said Main Street to the north line of the South 8 feet of the N1/2 of Block 5 in Durley Addition to the City of Bloomington, being the south line of the property described in a Quit-Claim Deed recorded as Document No. 2004-29484 in the McLean County Recorder of Deeds Office to the west right of way line of the public alley in said Block 5 Durley Addition; thence Southerly on the west right of way line of said public alley to the north right of way line of Walnut Street; thence Easterly on the north right of way line of said Walnut Street to the east right of way line of Prairie Street; thence Southerly on the east right of way line of said Prairie Street to the south right of way line of said Chestnut Street; thence Westerly on the south right of way line of said Chestnut Street to the east right of way line of East Street; thence Southerly on the east right of way line of said East Street to the north line of Lot 7 in Block 11 in Durley Addition to the City of Bloomington; thence Easterly on the north line of said Lot 7 and the north line of Lot 8 in said Block 11 Durley Addition, being the north line of the property described in a Warranty Deed recorded as Document No. 2012-23170 in the McLean County Recorder of Deeds Office to the west right of way line of Prairie Street; thence Northwesterly to the southwest corner of Lot 12 in Block 10

in said Durley Addition, said corner being at the point of intersection with the east right of way line of said Prairie Street and the north right of way line of a public alley; thence Easterly on the north right of way line of said public alley to the point of intersection with the northerly extension of the east line of the West 33 and 1/3 feet of Lot 15 in said Block 10 in Durley Addition; thence Southerly on said northerly extension and the east line of West 33 and 1/3 feet of said Lot 15, being the east line of the property described in a Warranty Deed recorded as Document No. 2002-12446 in the McLean County Recorder of Deeds Office to the north right of way line of said Locust Street; thence Westerly on the north right of way line of said Locust Street to the east right of way line of said Prairie Street; thence Southerly on the east right of way line of said Prairie Street to the north right of way line of said Market Street; thence Easterly on the north right of way line of said Market Street to the east right of way line of said Gridley Street; thence Southerly on the east right of way line of said Gridley Street to the north right of way line of Jefferson Street; thence Easterly on the north right of way line of said Jefferson Street to the east right of way line of McLean Street; thence Southerly on the east right of way line of said McLean Street to the south right of way line of Front Street; thence Westerly on the south right of way line of said Front Street to the to the east right of way line of said Gridley Street; thence Southerly on the east right of way line of said Gridley Street to the north right of way line of Oakland Avenue; thence Easterly on the north right of way line of said Oakland Avenue to the east right of way line of Clayton Street; thence Southerly on the east right of way line of said Clayton Street to the point of intersection with the easterly extension of the south line of Lot 2 in Castle Subdivision to the City of Bloomington; thence Westerly on the easterly extension of said south line, the south line and the westerly extension said south line to the southwesterly right of way line of the Norfolk Southern Railroad; thence Northwesterly on the southwesterly right of way line of said Norfolk Southern Railroad to the southeast corner of Lot 7 in Schroeder's Addition to Bloomington also being the southwest corner of the property described in a Warranty Deed recorded as Document No. 2005-24103 in the McLean County Recorder of Deeds Office; thence Westerly on the south line of the tract of land described in said Warranty Deed to the east right of way line of said Gridley Street; thence Southerly on the east right of way line of said Gridley Street to the south right of way line of Wood Street; thence Westerly on the south right of way line of said Wood Street to the west right of way line of Lee Street; thence Northerly on the west right of way line of said Lee Street to the south right of way line of Taylor Street; thence Westerly on the south right of way line of said Taylor Street to the west right of way line of said Allin Street; thence Northerly on the west right of way line of said Allin Street to the north right of way line of said Front Street; thence Easterly on the north right of way line of said Front Street to the west right of way line of said Allin Street; thence Northerly on the west right of way line of said Allin Street to the north right of way line of Monroe Street; thence Westerly on the north right of way line of said Monroe Street to the west right of way line of Morris Avenue; thence Southerly on the west right of way line of said Morris Avenue to the north right of way line of Washington Street; thence Westerly on the north right of way line of

said Washington Street to the southeasterly right of way line of said Illinois Central Gulf Railroad; thence Northeasterly on the southeasterly right of way line of said railroad to the north right of way line of said Market Street; thence westerly on the north right of way line of said Market Street to the Point of Beginning containing 5,279.27 acres / 8.25 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 2
Passive Enterprise Zone Connector

A strip of land 3 feet in width lying east of and adjacent to the west right-of-way line of Dr. Martin Luther King Jr. Drive in the City of Bloomington, McLean County, Illinois. Said strip is bounded on the north by the southwesterly right-of-way line of the Norfolk and Southern Railroad and on the south by the north right-of-way line of Market Street in the City of Bloomington, said north right-of-way line being the north line of the existing Enterprise Zone.

Tract 2 contains 13,134 S.F. / 0.13 acres, more or less.

Legal Description Tract 3
Enterprise Zone

Lot 1 and Outlot A in Kalamaya Subdivision Third Addition to the City of Bloomington, McLean County, Illinois, per plat recorded May 29, 1998 as Document No. 98-18176 in the McLean County Recorder's Office, together with:

Part of the North 133.00 feet of Lot 1 of Kalamaya Subdivision First Addition recorded as Document No. 94-24439 in the McLean County Recorder's Office described as follows: Beginning at the northeast corner of said Lot 1 of Kalamaya Subdivision First Addition; thence Southerly along the east line of said Lot 1 and the west right-of-way line of Dr. Martin Luther King Jr. Drive along a curve convex to the west, with an initial tangent bearing S.33°-28'-44"W. and a radius of 693.00 feet, a distance of 149.94 feet; thence West 492.83 feet; thence North 133.00 feet to the north line of said Lot 1 in Kalamaya Subdivision First Addition; thence east along the north line of said Lot 1, 561.42 feet to the Point of Beginning.

Tract 3 contains 12.41 acres / 0.02 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 4
Passive Enterprise Zone Connector

A part of the SE ¼ of Section 30 and a part of the NE ¼ of Section 31 all in Township 24 North Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a strip of land 3 feet in width, lying 3 feet southwest of and adjoining the following described line: Beginning at the intersection of the northeasterly right of way line of White Oak Road and the centerline of Hovey Avenue; thence Southeast along the northeasterly right of way line of said White Oak Road to the Point of Termination at the southernmost corner of Lot 26 in the Second Re-subdivision of Normal Industrial Park Subdivision according to the Plat thereof recorded as Document No. 74-2089 in the McLean County Recorder of Deeds Office.

Tract 4 contains 2,439 S.F. / 0.06 acres, more or less.

Legal Description Tract 5
Enterprise Zone

Lot 26 and Outlots 28 and 29 of the Second Re-subdivision of Normal Industrial Park, according to the Plat thereof recorded March 15, 1974 as Document No. 74-2089 in the McLean County Recorder of Deeds Office.

Tract 5 contains 10.53 acres / 0.02 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 6
Passive Enterprise Zone Connector

A part of Section 9, 16 and 21 in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 3 feet in width lying east of and adjoining the following described line: Beginning at the point of intersection of the south right of way line of Wood Street and the west right of way line of Main Street in the City of Bloomington; thence Southerly on the west right of way line of said Main Street / U.S. Route 51 to the Point of Termination on the easterly extension of the south right of way line of Brigham School Road.

Tract 6 contains 32,769 S.F. / 0.75 acres, more or less.

Legal Description Tract 7
Enterprise Zone

A part of Sections 20, 21, 22, 28 and 29 in Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the west right of way line of Main Street / U.S. Route 51 and the easterly extension of the south right of way line of Brigham School Road; thence Easterly on said easterly extension to the centerline of Main Street / U.S. Route 51; thence Southerly on the centerline of said Main Street / U.S. Route 51 to the south right of way line of Interstate 74; thence Easterly on the south right of way line of said Interstate 74 to the west right of way line of Township Road 1350 East; thence Southerly on the east right of way line of said Township Road 1350 East to the south line of the SW ¼ of Section 22; thence Westerly on the south line of said SW ¼ of Section 22 and the south line of the SE ¼ of Section 21 to the east right of way line of said U.S. Route 51; thence Southerly on the east right of way line of said U.S. Route 51 to the south line of the NW ¼ of Section 28; thence Westerly on the south line of said NW ¼ of Section 28 and the south line of the NE ¼ of Section 29 to the west line of the E ½ of the NE ¼ of said Section 29; thence Northerly on the west line of the E ½ of the NE ¼ of said Section 29 to the north line of the NE ¼ of said Section 29; thence Easterly on the north line of the NE ¼ of said Section 29 to the east right of way line of Morris Avenue; thence Northerly on the east right of way line of Morris Avenue to the south right of way line of said Brigham School Road; thence Easterly on the south right of way line of said Brigham School Road to the Point of Beginning containing 825.12 acres / 1.29 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 8
Passive Enterprise Zone Connector

A part of the SE ¼ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 3 feet in width lying 1.5 feet on each side of the following described centerline: Beginning at the point of intersection of the east right of way line of McLean Street and the centerline of Front Street; thence Easterly on the centerline of said Front Street to the Point of Termination on the west right of way line of Robinson Street.

Tract 8 contains 4,554 S.F. / 0.10 acres, more or less.

Legal Description Tract 9
Enterprise Zone

A part of Sections 3, 4, 9 and 10 in 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 point of intersection of the centerline of Front Street and the west right of way line of Robinson Street; thence Northerly on the west right of way line of said Robinson Street to the south right of way line of Washington Street; thence Easterly on the south right of way line of said Washington Street to the east right of way line of McClun Street; thence Southerly on the east right of way line of said McClun Street to the north line of Lot 19 in the Subdivision of the S ½ of Section 3; thence Easterly on the north line of said Lot 19 and the north line of Lot 16 in said Subdivision to the northeast corner of said Lot 16; thence Southerly on the east line of said Lot 16 to the north line of the North 45 feet of the South 100 feet of Lot 9 in said Subdivision, being the north line of the property described in a Warranty Deed recorded as Document No. 93-31402 in the McLean County Recorder of Deeds Office; thence Easterly on the north line of the property described in said Warranty Deed and the easterly extension thereof to the east right of way line of Denver Street; thence Southerly on the east right of way line of said Denver Street to the south right of way line of Oakland Avenue; thence Westerly on the south right of way line of said Oakland Avenue to the east right of way line of Hannah Street; thence Southerly on the east right of way line of said Hannah Street to the north right of way line of Bell Street; thence Easterly on the north right of way line of said Bell Street to the easterly right of way line of Maizefield Avenue; thence Southeasterly on the easterly right of way line of Maizefield Avenue to the east right of way line of OConnel Street; thence Southerly on the east right of way line of said OConnel Street to the south right of way line of Croxton Avenue; thence Southwesterly on the south right of way line of said Croxton Avenue to the easterly right of way line of Morrissey Avenue; thence Southeasterly on the easterly right of way line of Morrissey Avenue to the south right of way line of Lincoln Street; thence Westerly on the south right of way line of said Lincoln Street to the west right of way line of Bunn Street; thence Northerly on the west right of way of said Bunn Street to the south right of way line of said Oakland Avenue; thence Westerly on the south right of way line of said Oakland Avenue to the west right of way line of said Robinson Street; thence Northerly on the west right of way line of said Robinson Street to the Point of Beginning containing 133.80 acres / 0.21 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 10
Passive Enterprise Zone Connector

A part of the SE ¼ of Section 28, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a strip of land 3 feet in width lying east of and adjacent to the following described line: Beginning at the intersection of the centerline of Beaufort Street and the west right of way line of Fell Avenue; thence Southerly on the west right of way line of said Fell Avenue to the Point of Termination at the northwesterly right of way line of the Union Pacific Railroad.

Tract 10 contains 432 S.F. / 0.01 acres, more or less.

Legal Description Tract 11
Enterprise Zone

A part of the SE ¼ of Section 28, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, more particularly described as follows: Beginning at the intersection of the west right of way line of Fell Avenue and the northwesterly right of way line of the Union Pacific Railroad; thence Southwesterly 463 feet on the northwesterly right of way line of said railroad; thence Northwesterly 25 feet on the northwesterly right of way line of said railroad; thence Southwesterly on the northwesterly right of way line of said railroad to the east right of way line of School Street; thence Northerly on the east right of way line of said School Street to the southerly right of way line of said Beaufort Street; thence Northeasterly on the southerly right of way line of said Beaufort Street to the west right of way line of said Fell Avenue; thence Southerly on the west right of way line of said Fell Avenue to the Point of Beginning, EXCEPTING THEREFROM the vacated alley lying between Lots 50 and 52, ALSO EXCEPTING all of Lots 52, 53, 54, 55, 56, 57, 58 and the East 2.9 feet of Lot 59, ALSO EXCEPTING the vacated alley lying between Lots 55 and 56 all in Fifth Addition to the Town of Normal recorded in Plat Book 1 on Page 69 in the McLean County Recorder of Deeds Office.

Tract 11 contains 67,079 S.F. / 1.54 acres, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 12
Passive Enterprise Zone Connector

A strip of land, 3 feet in width, lying 1.5 feet on each side of the following described line and being a part of Sections 28, 29, 30, 31, 32 and 33 in Township

24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the intersection of the centerline of White Oak Road (formerly U.S. Route 150) with the east line of the existing Bloomington and Normal Enterprise Zone, said east line being the east right-of-way line of Interstate 55-74. From said Point of Beginning, thence Southeasterly along the centerline of said White Oak Road to the centerline of Hovey Avenue in the Town of Normal, Illinois; thence Easterly along the centerline of said Hovey Avenue to the centerline of Beaufort Street in the Town of Normal; thence Northeasterly along the centerline of said Beaufort Street to a point lying 1.5 feet east of the east right-of-way line of Fell Avenue in the Town of Normal; thence North parallel with said east right-of-way line to the north right-of-way line of said Beaufort Street. Said 3-foot wide strip is bounded on the west by the east right-of-way line of said Interstate 55-74 and is bounded on the east by the north right-of-way line of said Beaufort Street.

Tract 12 contains 37,413 S.F. / 0.86 acres, more or less.

Legal Description Tract 13
Enterprise Zone

A part of the W½ of Section 27 and a part of the SE¼ of Section 28, all in Township 24 North, Range 2 East of the Third Principal Meridian, in the Town of Normal, McLean County, Illinois, described as follows: Beginning at the intersection of the east right-of-way line of Fell Avenue with the north right-of-way line of Beaufort Street. From said Point of Beginning, thence North along said east right-of-way line to the south right-of-way line of Mulberry Street; thence East along the south right-of-way line of said Mulberry Street to the northeast corner of Lot 6 in Block 38 First Addition to the Town of Normal; thence South on the east line of said Lot 6 and the east line of Lot 13 in said Block 38 and the southerly extension of said east line to the south right-of-way line of College Avenue; thence East on the south right-of-way line of said College Avenue to the point of intersection with the southerly extension of the west line of Lot 5 in Re-subdivision of Lot 3 Bank of Illinois Subdivision recorded as Document No. 2007-21948 in the McLean County Recorder of Deeds Office; thence North on said southerly extension, the west line of said Lot 5 and the west line of Lot 4 in said Re-subdivision to the south right-of-way line of said Mulberry Street; thence West on the south right-of-way line of said Mulberry Street to the point of intersection with the southerly extension of the west line of Lot 16 in Block 37 First Addition to the Town of Normal; thence North on said southerly extension, the west line of said Lot 16 and the west line of Lot 3 in said Block 37 to the south right-of-way line of Cherry Street; thence East on the south right-of-way line of said Cherry Street to the northeast corner of Lot 1 in said Block 37; thence South on the east line of said Lot 1 and the east line of Lot 18 in said Block 37 and the southerly extension thereof to the south right-of-way line of said Mulberry Street; thence East on the south right-of-way line of said Mulberry Street to the west right-of-

way line of Constitution Boulevard; thence South on the west right-of-way line of said Constitution Boulevard to the south right-of-way line of said College Avenue; thence East along said south right-of-way line to a point lying 45 feet east of the northwest corner of Lot 3 in the Subdivision of Block 1 and part of Block 2 in the Original Town of Normal and also of Lots 2, 3 and 4 in Block 43 in the First Addition to Normal; thence South along the west line of property conveyed per deed recorded as Document No. 2003-26653 in the McLean County Recorder's Office and the southerly extension thereof to the Northwesterly Extension of the east line of the West 3 feet of Lots 6, 7 and 13 in said Subdivision; thence Southeast along said northwesterly extension and along said east line and the southeasterly extension thereof to the south right-of-way line of the Beaufort Street; thence Northeasterly along said south right-of-way line to the east right-of-way line of Linden Street; thence North along said east right-of-way line to the south right-of-way line of Mulberry Street; thence East along said south right-of-way line to the southwesterly right-of-way line of the Mulberry/College Avenue Crossover; thence Southeast along said southwesterly right-of-way line to the northwesterly right-of-way line of the Union Pacific Railroad; thence Southwest along said northwesterly right-of-way line to the southeasterly extension of the westerly line of the easterly 2.5 feet of Lot 5 in Block 7 in the Original Town of Normal; thence Northwest along said southeasterly extension, along said westerly line and along the northwesterly extension of said westerly line to the north right-of-way line of Beaufort Street; thence Southwest along said north right-of-way line to the Point of Beginning containing 22.87 acres / 0.04 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 14
Passive Enterprise Zone Connector

A part of the SW ¼ of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a strip of land 3 feet in width lying north of and adjoining the following described line: Beginning at the point of intersection of the centerline of Main Street / U.S. Route 51 and the easterly extension of the south line of Lot 11 in Northmeadow Subdivision recorded as Document No. 78-15579 in the McLean County Recorder of Deeds Office; thence Westerly on said easterly extension to the Point of Termination on the east line of said Lot 11.

Tract 14 contains 300S.F. / 0.01 acres, more or less.

Legal Description Tract 15
Enterprise Zone

Lot 11 in Northmeadow Subdivision according to the Plat thereof recorded October 25, 1978 as Document No. 78-15579 in the McLean County Recorder of Deeds Office, being a part of the SW ¼ of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois.

Tract 15 contains 5.84 acres / 0.01 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 16
Passive Enterprise Zone Connector

A part of the SW¼ of Section 9, a part of the W½ of Section 16, a part of the W½ of Section 21, a part of the W½ of Section 28, a part of Section 29, and a part of Section 30, all in Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a tract of land 3 feet of even width lying 1.5 feet on each side of the following described centerline: Beginning at a point on the east line of the Bloomington/Normal "Enterprise Zone" as described in Ordinance No. 3618 dated May 19, 1986, filed with the Town Clerk of the Town of Normal, Illinois, said point being the intersection of the east right of way line of White Oak Road (Formerly U. S. Route 150), and the westerly extension of the centerline of West College Avenue; thence Easterly 3613 feet on the westerly extension and the centerline of said West College Avenue to the centerline of Parkside Road; thence Easterly 2715 feet on the centerline of said West College Avenue to the centerline Cottage Avenue; thence Easterly 2709 feet on the centerline of said West College Avenue to the centerline of Adelaide Street; thence Easterly 1833 feet on the centerline of said West College Avenue and Sudduth Road extended easterly to the centerline of northbound North Main Street (U.S. Route 51); thence Northerly 309 feet on the centerline of said North Main Street to the centerline of West College Avenue, as lying east of North Main Street; thence Northerly 1904 feet on the centerline of said North Main Street to the centerline of Gregory Street and Bowles Street; thence Northerly 739 feet on the centerline of said North Main Street to the centerline of Gregory Street, as lying east of North Main Street; thence Northerly 5040 feet on the centerline of said North Main Street to the centerline of Raab Road; thence Northerly 6740 feet on the centerline of said North Main Street to the south line of N½ of the S½ of said Section 9; thence continuing Northerly 86.7 feet on the centerline of said Main Street to a point lying 86.5 feet North of the south line of N½ of the S½ of said Section 9; thence Easterly 79.8 feet parallel with the south line of the N½ of the S½ of said Section 9 to the Point of

Termination on the east right of way line of said North Main Street, containing 77,306 square feet/1.77 acres, more or less.

Legal Description Tract 17
Enterprise Zone

The N½ of the S½ of Section 9, Township 24 North, Range 2 East of the Third Principal Meridian which lies Westerly of and adjacent to a line that lies parallel and 25 feet Westerly from the centerline of the Illinois Central Gulf's Amboy District North Main track on the East and the highway on the West, being North Main Street of Bloomington, Illinois, as extended North, EXCEPTING THEREFROM that part conveyed to McLean County Service Company in Quit Claim Deed recorded January 5, 1996 as Document No. 96-505, ALSO EXCEPTING the South 85 feet thereof, in McLean County, Illinois. Together with the following described tract: Beginning at the point of intersection of the east right of way line of North Main Street / U.S. Route 51 and the north line of the South 85 feet of the N ½ of the S ½ of Section 9, Township 24 North, Range 2 East of the Third Principal Meridian; thence East on said north line of the South 85 feet of the N ½ of the S ½ of Section 9 to the west right of way line of the Constitution Trail; thence Southerly on the west right of way line of said Constitution Trail to the south right of way line of Northtown Road; thence Easterly on the north right of way line of said Northtown Road to the west right of way line of Linden Street; thence Southerly on the west right of way line of said Linden Street to the to the southeast corner of Lot 2 Re-subdivision of Lot 1 Northtown Center Subdivision recorded as Document No. 2007-4082 in the McLean County Recorder of Deeds Office; thence Westerly on the south line of said Lot 1 and the south line of Lot 3 in said subdivision to the southwest corner thereof on the east line of Lot 1 Normal Industrial Park; thence Southerly on the east line of said Lot 1 to the southeast corner thereof; thence Westerly on the south line of said Lot 1 to the east right of way line of said Constitution Trail; thence Southerly on the east right of way line of said Constitution Trail to the north right of way line of Interstate 55; thence Westerly on the north right of way line of said Interstate 55 to the west right of way line of said Main Street / U.S. Route 51; thence Southerly on the west right of way line of said Main Street / U.S. Route 51 to the north right of way line of said Interstate 55; thence Westerly on the north right of way line of said Interstate 55 to the east right of way line of Interstate 39; thence Northerly on the east right of way line of Interstate 39 to the north line of the SW ¼ of said Section 9; thence East on the north line of the SW ¼ of said Section 9 to the west right of way line of said Main Street / U.S. Route 51; thence Southerly on the west right of way line of Main Street / U.S. Route 51 to the westerly extension of said north line of the South 85 feet of the N ½ of the S ½ of Section 9; thence Easterly on said westerly extension to the Point of Beginning containing 488.66 acres / 0.76 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 18
Passive Enterprise Zone Connector

A part of the NW¼ of Section 9 and a part of the SW¼ of Section 4, all in Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, being a tract of land 3 feet of even width lying 1.5 feet on each side of the following described centerline: Beginning on the east right of way line of North Main Street, also known as U.S. Route 51 in the Town of Normal, at a point 86.5 feet North of the south line of the N½ of the S½ of Section 9; thence Westerly 79.8 feet parallel with the south line of the N½ of the S½ of said Section 9 to the centerline of said North Main Street and U.S. Route 51 according to the Right of Way Plans thereof recorded as Document No. 87-22330 in the McLean County Recorder of Deeds Office; thence North 3579 feet on said centerline of U.S. Route 51, and as according to the Right of Way Plans thereof recorded as Document No. 87-22333 and Document No. 87-22332 in the McLean County recorder of Deeds Office, to the centerline of Township Road (T.R.) 181 East as depicted on said Right of Way Plans; thence Northeasterly 300 feet on the centerline of said Township Road (T.R.) 181 East to the intersection of the centerline of a public road, as depicted on said Right of Way Plans, now commonly known as Former U.S. Route 51; thence Northerly 1904 feet on the centerline of said public road and Former U.S. Route 51 to a point 1.5 feet north of the easterly extension of the south line of Lot 1 of Birkey's Farm Store Subdivision according to the Plat thereof recorded as Document No. 2008-25692 in the McLean County Recorder of Deeds Office; thence Westerly 60 feet parallel with the south line of said Lot 1 to the Point of Termination on the east line of said Lot 1 in Birkey's Farm Store Subdivision, containing 16,896 square feet/0.39 acres, more or less.

Legal Description Tract 19
Enterprise Zone

Lot 1 in Birkey's Farm Store Subdivision according to the Plat thereof recorded as Document No. 2008-25692 in the McLean County Recorder of Deeds Office, Lot 1 in Bates Subdivision according to the Plat thereof recorded as Document No. 88-11868 in the McLean County Recorder of Deeds Office and a part of Lot 8 in Heirs Survey, all in Section 4, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 1 in Birkey's Farm Store Subdivision; thence S.87°-56'-26"W. 822.27 feet to the southwest corner of said Lot 1; thence N.00°-38'-14"W. 513.24 feet on the west line of said Lot 1; thence N.07°-53'-37"E. 303.36 feet on the west line of said Lot 1; thence N.00°-38'-14"W. 300.00 feet on the west line of said Lot 1 and the easterly right of way line

of F.A.P. 412/Interstate 39; thence N.24°-51'-54"W. 109.66 feet on said easterly right of way line of F.A.P. 412/Interstate 39; thence N.00°-38'-14"W. 837.38 feet on said right of way line; thence N.01°-45'-54"E. 438.03 feet on said right of way line to the north line of Lot 8 in Heirs Survey of Section 4; thence N.89°-19'-03"E. 567.21 feet on said north line of Lot 8 to the northwest corner of a tract conveyed in a Warranty Deed recorded December 15, 1993 as Document No. 93-38725 in the McLean County Recorder of Deeds Office; thence S.02°-03'-34"E. 363.28 feet to the southwest corner of said tract conveyed in Document No. 93-38725; thence S.87°-05'-31"W. 120.83 feet on the westerly extension of the south line of said tract conveyed in Document No. 93-38725 to the northwest corner of a tract of land conveyed to Arin Rader in Warranty Deed recorded as Document No. 2006-13844 in the McLean County Recorder of Deeds Office; thence S.02°-03'-34"E. 431.39 feet to the southwest corner of said tract conveyed to Arin Rader in Document No. 2006-13844; thence N.87°-56'-26"E. 176.00 feet on the southerly line of said tract conveyed to Arin Rader in Document No. 2006-13844; thence S.02°-03'-34"E. 69.00 feet on the southerly line of said tract conveyed to Arin Rader in Document No. 2006-13844; thence N.87°-56'-26"E. 124.00 feet to the southeast corner of said tract conveyed to Arin Rader in Document No. 2006-13844 on the west right of way line of Former U.S. Route 51; thence S.02°-03'-34"E. 509.00 feet on said west right of way line of Former U.S. Route 51 to the southeast corner of Lot 1 in Bates Subdivision, according to the Plat thereof recorded as Document No. 88-11868 in the McLean County Recorder of Deeds Office, also being the northeast corner of said Lot 1 in Birkey's Farm Store Subdivision; thence S.01°-51'-01"E. 1098.96 feet on said west right of way line of Former U.S. Route 51 to the Point of Beginning containing 1,768,972 square feet/ 40.61 acres, more or less, with assumed bearings given for description purposes only.

Together with the following described tracts of land to wit:

Legal Description Tract 20
Passive Enterprise Zone Connector

A strip of land 3 feet wide in Sections 23, 26 and 35 in Township 24 North, Range 2 East, of the Third Principal Meridian, in McLean County, Illinois, and lying 1.5 feet on each side of the following described centerline: Beginning at the intersection of the centerline of F.A.P. 704 (Veterans Parkway) according to right of way plans recorded May 7, 1996 as Document No. 1996-12491 in the McLean County Recorder's Office, with the centerline of Arrowhead Drive. From said Point of Beginning, thence North along said centerline of Veterans Parkway through said Sections 35, 26 and 23 to Station 355+80.00 as shown on right of way plans recorded January 15, 2002 as Document No. 2002-2123, thence West perpendicular to said centerline 100.00 feet to the west right-of-way line as shown on said right of way plans, said point also being the Point of Terminus.

Tract 20 contains 26,724 S.F. / 0.61 acres, more or less.

Legal Description Tract 21
Enterprise Zone

Lot 5 in Gregory's Subdivision of part of Section 23, Township 24 North, Range 2 East of the Third Principal Meridian, except (Exception No. 1) a piece of the north end thereof described as follows: Beginning at a point 50 feet southeasterly at a right angle from the centerline of the southbound main track and in the southeasterly right-of-way line of the Chicago and Alton Railway at Station 6437+04.6 measured from Chicago; thence Southwesterly along said right-of-way line 2217.7 feet; thence South 128 feet to a point 100 feet southeasterly at a right angle from said right-of-way line; thence Northeasterly parallel with said right-of-way line 2217.7 feet; thence North 128 feet to the Place of Beginning, except (Exception No. 2) also a tract of land conveyed to the State of Illinois for highway purposes by deed recorded June 6, 1939 in Book 428, Page 235 and per Book 638, Page 445; and also except (Exception No. 3) that part of the real estate lying east of the U.S. Highway 66; also except (Exception No. 4) that part conveyed to the State of Illinois by Quit-Claim Deed recorded January 11, 1977 as Document No. 77-473, (Exception No. 5) by Quit-Claim Deed recorded June 1, 1982 as Document No. 82-4778, and (Exception No. 6) by deed recorded as Document No. 98-31415, and (Exception No. 7) that part taken by the State of Illinois, Department of Transportation in Condemnation Case #2001ED10 filed November 21, 2001 and also (Exception No. 8) all that part lying within Veterans Business Park Subdivision Unit 1 according to the plat recorded October 19, 2005 as Document No. 2005-31837, all in McLean County, Illinois, together with the following described tract: A part of Sections 22, 23 and 27 in Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the centerline of the Union Pacific Railroad and the northerly extension of the east line of Lot 2 in Eureka Subdivision Extension No. One according to the Plat thereof recorded as Document No. 2002-52025 in the McLean County Recorder of Deeds Office; thence Southerly on the east line of said Lot 2 to the north right of way line of Fort Jesse Road; thence Westerly on the north right of way line of said Fort Jesse Road and Willow Street to the east right of way line of Beech Street; thence Northerly of the east right of way line of said Beech Street to the northwest corner of Lot 1 in Skatium Subdivision according to the Plat thereof recorded as Document No. 82-9787 in the McLean County Recorder of Deeds Office; thence Easterly 382.15 feet on the north line of said Lot 1; thence Northerly 70.10 feet on said north line; thence Easterly 215.65 feet on said north line; thence Southerly 8.6 feet on said north line; thence Easterly 50.0 feet on said north line to the west line of Lot 1 in Darnall Concrete Products Subdivision according to the Plat thereof recorded as Document No. 2001-35500 in the McLean County Recorder of Deeds Office;

thence Northerly on the west line of said Lot 1 to the north line of said Lot 1, also being the south right of way line of Pine Street; thence Easterly on the north line of said Lot 1, the north line of Lot 2 in said Darnall Concrete Products Subdivision, the north line of Marguerite Subdivision according to the Plat thereof recorded as Document No. 74-8248 in the McLean County Recorder of Deeds Office and the easterly extension thereof to the centerline of said Union Pacific Railroad; thence Northeasterly on said centerline to the Point of Beginning containing 216.58 acres / 0.34 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 22
Passive Enterprise Zone Connector

A part of the N ½ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 3 feet in width lying 1.5 feet on each side of the following described centerline: Beginning at the point of intersection of the centerline of Veterans Parkway and the centerline of General Electric Road; thence Easterly on the centerline of said General Electric Road to a point lying 1.5 feet east of the point of intersection of the centerline of said General Electric Road and the east right of way line of Keaton Place; thence Southerly parallel with the east right of way line of said Keaton Place to the Point of Termination on the south right of way line of said General Electric Road.

Tract 22 contains 1,779 S.F. / 0.04 acres, more or less.

Legal Description Tract 23
Enterprise Zone

A part of the NE ¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the south right of way line of General Electric Road and the east right of way line of Keaton Place; thence Easterly on the north right of way line of said General Electric Road to the east line of the NE ¼ of said Section 35; thence South on the east line of the NE ¼ of said Section 35 to the north line of Lakewood Estates Subdivision First Addition; thence Westerly on said north line to the northwest corner of Lot 204 in said First Addition; thence Southerly on the west line of said Lot 204 to the northeast corner of Lot 203 in said First Addition; thence Westerly on the north line of said First Addition, the north line of Lakewood Estates Second Addition and the north line of Lakewood Estates Sixth Addition to the southeast corner of General Electric Company Subdivision according to the Plat

thereof recorded as Document No. 96-33517 in the McLean County Recorder of Deeds Office; thence continuing Westerly on the south line of said General Electric Company Subdivision to the southwest corner thereof; thence Northerly on the west line of said General Electric Company Subdivision and the east right of way line of said Keaton Place to the Point of Beginning containing 1.08 acres / 0.09 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 24
Passive Enterprise Zone Connector

A part of the SW¼ of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 1 in Empire East Development recorded as Document No. 85-14445 in the McLean County Recorder's Office. From said Point of Beginning, thence south along the southerly extension of the west line of said Lot 1 to the centerline of Illinois Route 9; thence east along said centerline to a point lying 3.00 feet normally distant east of said southerly extension; thence north along a line parallel with said southerly extension to the south line of said Lot 1; thence west along said south line to the Point of Beginning, except the South 1.50 feet thereof.

Tract 24 contains 444 S.F. / 0.01 acres, more or less.

Legal Description Tract 25
Enterprise Zone

Lot 1 in Empire East Development being a part of the E½ of the SW¼ of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded November 13, 1985 as Document No. 85-14445, in McLean County, Illinois.

Tract 25 contains 19.96 acres / 0.03 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 26
Passive Enterprise Zone Connector

A part of the SW¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 3 feet in width, lying 1.50 feet on each side of the following described line: Beginning at the southwest corner of Trinity Lane as dedicated in Empire Business Park Subdivision per plat recorded as Document No. 2007-1452 in the McLean County Recorder's Office. From said Point of Beginning, thence south along a line which is perpendicular to the south line of said Trinity Lane to the centerline of Illinois Route 9. Said strip is bounded on the north by the south line of said Trinity Lane and on the south by the centerline of Illinois Route 9.

Tract 26 contains 483 S.F. / 0.01 acres, more or less.

Legal Description Tract 27
Enterprise Zone

A part of the SW¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Cornelius Road as dedicated per the final plat of Central Catholic/McGraw Park Subdivision in the City of Bloomington, Illinois, per Ordinance No. 2002-90 approved by the Bloomington City Council, said southeast corner being a point lying 70.00 feet southeast of the southeast corner of Lot 2 in said subdivision. From said Point of Beginning, thence southwesterly 328.65 feet along the south right-of-way line of said Cornelius Road being the arc of a curve concave to the northwest with a radius of 530.00 feet and a long chord of 323.41 feet to a point of tangency; thence west 1,245.00 feet along said south right-of-way line which forms an angle to the right of 197°-45'-51" with the last described chord; thence southwest 64.37 feet along the southeasterly right-of-way line of Airport Road in the City of Bloomington which forms an angle to the right of 148°-32'-19" with the last described course to the east right-of-way line of said Airport Road; thence south 843.23 feet along said east right-of-way line which forms an angle to the right of 120°-46'-26" with the last described course; thence south 150.74 feet along said east right-of-way line which forms an angle to the right of 178°-04'-06" with the last described course; thence south 290.00 feet along said east right-of-way line which forms an angle to the right of 182°-49'-06" with the last described course; thence southeast 75.47 feet along said east right-of-way line which forms an angle to the right of 131°-09'-39" with the last described course to the north right-of-way line of F.A.P. 693 (Illinois Route 9) as shown on a plat recorded as Document No. 95-5258 in the McLean County Recorder's Office; thence east 226.27 feet along said north right-of-way line which forms an angle to the right of 140°-29'-01" with the last described course; thence east 280.50 feet along said north right-of-way line which forms an angle to the right of 180°-11'-51" with the

last described course; thence east 150.35 feet along said north right-of-way line which forms an angle to the right of 176°-11'-11" with the last described course; thence east 468.55 feet along said north right-of-way line which forms an angle to the right of 185°-02'-28" with the last described course to the intersection of said north right-of-way line with the west right-of-way line of Trinity Lane as dedicated in the Empire Business Park Subdivision per plat recorded as Document No. 2007-1452 in said Recorder's Office; thence continuing east 231.70 feet along said north right-of-way line which is also the south right-of-way line and the easterly extension thereof of said Trinity Lane which forms an angle to the right of 180°-00'-00" with the last described course; thence east 500.34 feet along said north right-of-way line which forms an angle to the right of 176°-28'-54" with the last described course; thence east 199.98 feet along said north right-of-way line which forms an angle to the right of 182°-17'-27" with the last described course; thence east 600.23 feet along said north right-of-way line which forms an angle to the right of 181°-54'-34" with the last described course; thence east 214.07 feet along a line which forms an angle to the right of 178°-05'-26" with the last described course to the east line of the Survey of 355.15 acres off the west side of said Section 31 as shown in Plat Book 12, page 120 in said Recorder's Office; thence north 2389.85 feet along said east line which forms an angle to the right of 88°-01'-36" with the last described course to the southeast corner Golden Eagle South Subdivision in the City of Bloomington, Illinois, per plat recorded March 15, 1999 as Document No. 99-7564 in said Recorder's Office; thence west 561.48 feet along the south line of said Golden Eagle South Subdivision which forms an angle to the right of 90°-00'-00" with the last described course; thence southwest 360.00 feet along said south line which forms an angle to the right of 169°-06'-43" with the last described course; thence west 461.13 feet along said south line, the south line of the First Addition to Golden Eagle Subdivision in the City of Bloomington, Illinois, per plat recorded July 7, 1999 as Document No. 99-21172 in said Recorder's Office and the south line of the Third Addition to Golden Eagle Subdivision in the City of Bloomington, Illinois, per plat recorded February 24, 2000 as Document No. 2000-4395 in said Recorder's Office, which forms an angle to the right of 190°-53'-17" with the last described course to the northeast corner of Lot 2 in said Central Catholic/McGraw Park Subdivision; thence south 694.15 feet along the easternmost line of said Lot 2 which forms an angle to the right of 90°-00'-00" with the last described to the southeast corner thereof; thence southeast 70.00 feet along the northeast line of said Cornelius Road which forms an angle to the right of 144°-24'-14" with the last described course to the Point of Beginning, except therefrom the following described tracts:

Exception No. 1:

Commencing at the southernmost corner of Lot 1 in Empire Business Park Subdivision in the City of Bloomington, Illinois, per plat recorded January 17, 2007 as Document No. 2007-1452 in said Recorder's Office, thence northeast 245.35 feet along the southeast line of said Lot 1 to the Point of Beginning. From

said Point of Beginning, thence southeast 158.00 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence east 127.41 feet along a line which forms an angle to the right of 120°-04'-18" with the last described course; thence northeast 194.91 feet along a line which forms an angle to the right of 149°-55'-42" with the last described course; thence northeast 135.59 feet along a line which forms an angle to the right of 202°-12'-00" with the last described course; thence east 285.69 feet along a line which forms an angle to the right of 187°-52'-18" with the last described course; thence north 566.33 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence west 45.63 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence northeast 639.87 feet along a line which forms an angle to the right of 297°-31'-00" with the last described course; thence north 72.35 feet along a line which forms an angle to the right of 152°-29'-00" with the last described course; thence west 18.69 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence southwest 721.45 feet along a line which forms an angle to the right of 117°-31'-00" with the last described course; thence west 46.14 feet along a line which forms an angle to the right of 242°-29'-00" with the last described course; thence southwest 95.50 feet along a line which forms an angle to the right of 149°-55'-58" with the last described course to the easternmost corner of said Lot 1; thence southwest 209.48 feet along the east line of said Lot 1 which forms an angle to the right of 135°-00'-00" with the last described course; thence southwest 589.89 feet along the southeast line of said Lot 1 which forms an angle to the right of 224°-59'-44" with the last described course to the Point of Beginning; and also, except:

Exception No. 2

Beginning at the southeast corner of Outlot 70 in said Golden Eagle South Subdivision. From said Point of Beginning, thence west 525.84 feet along the south line of said Golden Eagle South Subdivision; thence south 405.38 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence east 525.84 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the southerly extension of the east line of said Subdivision; thence north 405.38 feet along said east line which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning.

Tract 27 contains 111.34 acres / 0.17 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 28
Passive Enterprise Zone Connector

Part of the SW¼ of Section 31 in Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 3.00 feet in width and lying 1.50 feet on each side of the following described line: Beginning at the southwest corner of said Section 31; thence S.88°-51'-13"E. along the south line of said Section 31 a distance of 79.66 feet; thence Northerly along the southerly extension of the east right-of-way line of Airport Road to the Point of Termination at the centerline of Illinois Route 9. Said strip is bounded on the north by the centerline of Illinois Route 9 and on the south by the south line of said Section 31.

Tract 28 contains 666.66 S.F. / 0.02 acres, more or less.

Legal Description Tract 29
Enterprise Zone

Part of the SE¼ of Section 31 in Township 24 North, Range 3 East and part of Sections 5, 6, 7 and 18 in Township 23 North, Range 3 East and part of Section 1 in Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois. Said part being further described as follows: Beginning at the northwest corner of said Section 6; thence S.88°-51'-13"E. along the north line of said Section 6 a distance of 4490.15 feet to the southwest corner of the E½ of the SE¼ of said Section 31; thence N.00°-21'-56"W. along the west line of the E½ of the SE¼ of said Section 31 a distance of 2638.47 feet to the northwest corner of the said E½; thence S.89°-29'-20"E. along the north line of the said E½ a distance of 1491.97 feet to the northeast corner of the said E½; thence S.00°-10'-47"E. along the east line of the said E½ a distance of 2654.81 feet to the northeast corner of said Section 6; thence S.00°-37'-05"E. along the east line of said Section 6 a distance of 3676.23 feet; thence S.89°-23'-21"E. a distance of 53.49 feet; thence S.72°-18'-04"E. a distance of 1106.16 feet; thence S.18°-16'-41"W. 1632.26 feet to a point on the south line of the SW¼ of said Section 5; thence N.89°-02'-00"W. along the said south line a distance of 578.45 feet to the southeast corner of said Section 6; thence N.00°-31'-08"W. along the east line of the SE¼ of said Section 6 a distance of 83.79 feet; thence N.71°-43'-41"W. a distance of 1189.36 feet; thence S.00°-10'-21"E. a distance of 462.58 feet to a point on the south line of the SE¼ of said Section 6; thence S.89°-42'-03"W. along the said south line a distance of 816.57 feet; thence S.18°-16'-19"W. a distance of 699.56 feet to a point on the east line of Lot 13 Sixth Addition to Towanda-Barnes Business Park recorded as Document No. 2002-12737 in the McLean County Recorder of Deeds Office; thence South on the west line of said Sixth Addition, the west line of Seventh Addition, the west line of Ninth Addition, the west line of Eighteenth Addition and the west line of Nineteenth Addition to the southwest corner of Lot 39 in Nineteenth Addition to Towanda-Barnes

Business Park recorded as Document No. 2007-15254 in the McLean County Recorder of Deeds Offfice; thence East on the south line of said Nineteenth Addition, the south line of Sixteenth Addition, the south line of Fourteenth Addition and the south line of Third Addition to the southeast corner of Lot 43 in the Re-subdivision of Lot 7 and Outlot 8 in the Third Addition to Towanda-Barnes Business Park recorded as Document No. 2008-14030 in the McLean County Recorder of Deeds Office, said corner being on the west right of way line of Towanda-Barnes Road; thence South on the west right of way line of said Towanda-Barnes Road to the north right of way line of Ireland Grove Road; thence West on the north right of way line of said Ireland Grove Road to the west line of the East 2,166.80 feet of Section 7, being a tract of Land described in a Trustee's Deed recorded as Document No. 2010-4479 in the McLean County Recorder of Deeds Office; thence South on said west line to the south line of said Section 7; thence S.89°-36'-59"W. along the said south line a distance of 1822.85 feet to the northeast corner of Government Lot 2 in Section 18; thence S.00°-26'-02"E. along the east line of said Government Lot 2 a distance of 1330.84 feet; thence N.89°-30'-25"E. along the north line of the S½ of Government Lot 1 of said Section 18 a distance of 1325.80 feet to a point on the east line of said Government Lot 1; thence S.00°-26'-02"E. along the said east line a distance of 1333.78 feet to the center of said Section 18; thence S.89°-38'-34"W. along the south line of the NW¼ of said Section 18 a distance of 1649.59 feet; thence S.00°-21'-26"E. a distance of 2673.60 feet to a point on the south line of the SW¼ of said Section 18; thence S.89°-29'-24"W. along the said south line a distance of 1640.67 feet to the southwest corner of said Section 18; thence N.00°-33'-26"W. along the west line of said Section 18 a distance of 5338.58 feet to the northwest corner of said Section 18; thence N.89°-36'-59"E. along the south line of the SW¼ of said Section 7 a distance of 747.71 feet to a point on the extension of the east right-of-way line of Streid Drive; thence N.40°-17'-08"W. along the said east right-of-way line a distance of 180.30 feet; thence N.00°-35'-25"W. along the said east right-of-way line a distance of 4465.78 feet to a point at the beginning of a curve to the left, said curve having a radius of 1266.23 feet and an arc length of 783.71 feet; thence on a chord bearing of N.23°-57'-22"W. and a chord distance of 771.26 feet to a point on the south line of the SW¼ of said Section 6; thence S.89°-42'-03"W. along the said south line a distance of 320.94 feet to the southwest corner of said Section 6; thence N.00°-30'-07"W. along the west line of the SW¼ of said Section 6 a distance of 388.83 feet to the southeast corner of said Section 1; thence N.00°-31'-25"W. along the east line of Colonial Meadows Addition "I" a distance of 1782.74 feet to the northeast corner of the said Colonial Meadows Addition "I"; thence S.89°-26'-16"W. along the north line of the said Colonial Meadows Addition "I" a distance of 836.92 feet to the northwest corner of the said Colonial Meadows Addition "I"; thence S.00°-12'-58"W. along the west line of the said Colonial Meadows Addition "I" a distance of 667.70 feet to the northeast corner of Waterford Estates Subdivision Second Addition; thence S.88°-14'-37"W. along the north line of Waterford Estates Subdivision Second Addition and north line of Waterford Estates Subdivision Fourth Addition a distance of 1024.36 feet to a point at the northwest corner of

Waterford Estates Subdivision Fourth Addition; thence S.33°-10'-22"W. along the northwesterly line of Waterford Estates Subdivision Fourth Addition a distance of 112.30 feet to a point on the west line of Waterford Estates Subdivision Fourth Addition; thence S.01°-44'-13"E. along said west line a distance of 187.91 feet to the southwest corner of Waterford Estates Subdivision Fourth Addition said point being on the north line of Waterford Estates Subdivision First Addition; thence S.88°-15'-33"W. along the said north line and the north line of Waterford Estates Subdivision Third Addition and the north line of Waterford Estates Subdivision Fifth Addition a distance of 1288.64 feet; thence S.42°-11'-11"W. along the northwesterly line of Waterford Estates Subdivision Fifth Addition a distance of 134.74 feet; thence S.00°-43'-01"E. along the west line of Waterford Estates Subdivision Fifth Addition a distance of 232.22 feet; thence S.88°-12'-33"W. along the north line of Waterford Estates Subdivision Fifth Addition a distance of 261.35 feet to a point on the southeasterly line of Washington East Subdivision Tenth Addition; thence N.32°-26'-16"E. along said southeasterly line and along the southeasterly line of Lot 1 of the Evergreen Racquet Club Final Plat a distance of 1019.71 feet; thence N.36°-47'-34"E. along said southeasterly line of Lot 1 of the Evergreen Racquet Club Final Plat a distance of 510.39 feet to a point on the west line of the SE¼ of Section 1; thence N.00°-03'-13"E. along said west line and the east line of Washington East Subdivision Fifth Addition a distance of 888.03 feet to the center of said Section 1; thence S.89°-17'-11"W. along the south line of the NW¼ of said Section 1 and the north line of Washington East Subdivision Fifth Addition a distance of 1371.43 feet to the southeast corner of Lot 5 of Hershey Center Final Plat; thence N.00°-56"-19"E. along the east line of said Lot 5 a distance of 473.51 feet to the northeast corner of said Lot 5; thence N.71°-29'-43"W. along the northerly line of Hershey Center Final Plat a distance of 1128.64 feet to the southeast corner of Hershey Plaza Subdivision; thence N.18°-16'-27"E. along the easterly line of Hershey Plaza Subdivision and the easterly line of Hershey Plaza Subdivision Second Addition and the easterly line of Hershey Plaza Subdivision Fourth Addition a distance of 1433.71 feet to the northeast corner of Hershey Plaza Subdivision Fourth Addition; thence N.89°-44'-09"W. along the north line of Hershey Plaza Subdivision Fourth Addition a distance of 252.46 feet to the southeast corner of Burwell Subdivision; thence N.00°-15'-51"E. along the east line of Burwell Subdivision a distance of 522.00 feet to a point on the south right-of-way line of Illinois Route 9 (East Empire Street); thence S.87°-45'-53"E. along the south right-of-way line of Illinois Route 9 (East Empire Street) a distance of 223.53 to a point at the northwest corner of Route 9 Commercial Park Subdivision First Addition; thence S.00°-23'-23"W. along the west line of said Route 9 Commercial Park Subdivision First Addition a distance of 237.40 feet to a point at the southwest corner of said Route 9 Commercial Park Subdivision First Addition; thence S.89°-47'-34"E. along the south line of said Route 9 Commercial Park Subdivision First Addition a distance of 126.77 feet to a point at the southeast corner of Lot 9 of said Route 9 Commercial Park Subdivision First Addition; thence southeasterly on the curved existing south right-of-way line of Airline Drive with a radius of 509.76 feet and an arc length of 202.25 feet; thence on a

chord bearing of S.77°-33'-39"E. a chord distance of 200.93 feet; thence S.64°-38'-32"E. along the said existing south right-of-way line of Airline Drive and the southerly line of said Route 9 Commercial Park Subdivision First Addition and the extension thereof a distance of 1319.87 feet to a point at the beginning of a curve to the right, said curve having a radius of 993.00 feet and an arc length of 80.33 feet; thence on a chord bearing of S.67°-02'-46"E. and a chord distance of 80.31 feet; thence N.00°-06'-43"W. a distance of 945.58 feet to a point on the north line of the NW¼ of said Section 1; thence S.89°-43'-24"E. along the north line of said Section 1 a distance of 3092.18 feet to the Point of Beginning.

Excepting the Following Described Tract:

Commencing at the center of said Section 1; thence N.00°-03'-13"E. along the west line of the NE¼ of said Section 1 a distance of 135.33 feet to a point, said point being 745.00 feet southwesterly when measured at right angles from the existing centerline or extension thereof of runway 11/29 at the Central Illinois Regional Airport and said point being the Point of Beginning; thence N.71°-43'-48"W. parallel with the said existing centerline or extension thereof of runway 11/29 a distance of 126.61 feet; thence N.67°-06'-22"W. a distance of 802.61 feet; thence N.18°-16'-12"E. a distance of 1360.59 feet; thence S.76°-21'-15"E. a distance of 802.61 feet to a point, said point being 745.00 feet northeasterly when measured at right angles from the said existing centerline or extension thereof of runway 11/29; thence S.71°-43'-48"E. parallel with the said existing centerline or extension thereof of runway 11/29 a distance of 5141.17 feet; thence N.84°-48'-14"E. a distance of 832.69 feet to a point, said point being 745.00 feet northwesterly when measured at right angles from the existing centerline or extension thereof of runway 2/20 at the Central Illinois Regional Airport; thence N.18°-16'-12"E. parallel with the said existing centerline or extension thereof of runway 2/20 a distance of 1923.40 feet; thence N.17°-41'-49"E. a distance of 707.99 feet to the existing south right-of-way line of Illinois Route 9; thence S.88°-25'-01"E. along the said south right-of-way line a distance of 1575.01 feet; thence S.18°-50'-34"W. a distance of 1160.26 feet to a point, said point being 745.00 feet southeasterly when measured at right angles from the said existing centerline or extension thereof of runway 2/20; thence S.18°-16'-12"W. parallel with the said existing centerline or extension thereof of runway 2/20 a distance of 2254.98 feet to a point, said point being 745.00 feet northeasterly when measured at right angles from the said existing centerline or extension thereof of runway 11/29; thence S.72°-30'-48"E. a distance of 330.03 feet; thence S.18°-16'-12"W. a distance of 1499.02 feet; thence N.70°-56'-48"W. a distance of 330.03 feet to a point, said point being 745.00 feet southwesterly when measured at right angles from the said existing centerline or extension thereof of runway 11/29 and said point being 745.00 feet southeasterly when measured at right angles from the said existing centerline or extension thereof of runway 2/20; thence S.18°-16'-12"W. parallel with the said existing centerline or extension thereof of runway 2/20 a distance of 4655.02 feet; thence S.17°-41'-49"W. a distance of 807.57 feet; thence N.71°-09'-26"W. a distance of 1506.08

feet; thence N.18°-50'-34"E. a distance of 792.51 feet to a point, said point being 745.00 feet northwesterly when measured at right angles from the said existing centerline or extension thereof of runway 2/20; thence N.18°-16'-12"E. parallel with the said existing centerline or extension thereof of runway 2/20 a distance of 3400.63 feet; thence N.32°-51'-15"W. a distance of 1998.59 feet to a point, said point being 745.00 feet southwesterly when measured at right angles from the said existing centerline or extension thereof of runway 11/29; thence N.71°-43'-48"W. parallel with the said existing centerline or extension thereof of runway 11/29 a distance of 4222.48 feet to the Point of Beginning, containing 612 acres, more or less.

Tract 29 contains 1461.67 acres / 2.28 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 31
Passive Connector and Enterprise Zone

Site A: - One Earth Energy Site – from the intersection of West Emerson Street and the east right of way line of the Illinois Central Railroad, in the corporate limits of the City of Bloomington, Illinois hence Easterly along West Emerson Street on a three foot wide strip to North Towanda Avenue; hence Northerly along North Towanda Avenue to Rowe Drive; hence Easterly along Rowe Drive to North Veterans Parkway; hence North along North Veterans Parkway to Arrowhead Drive; hence Easterly along Arrowhead Drive to Gettysburg Drive; hence Southerly along Gettysburg Drive to the centerline of Illinois Route 9; hence Easterly on the centerline of Illinois Route 9 to the border of McLean County, Illinois; hence easterly along the centerline of Illinois Route 9 in Ford County, Illinois to the city limits of the City of Gibson City, Illinois; hence Easterly along the centerline of Illinois Route 9 in the City of Gibson City, Illinois to N 300E Road for the Starting Point; then from the Starting Point at the intersection of Illinois Route 9 and N 300E Road; hence Northerly on N 300E Road to E 550N Road; hence Easterly along E 550N Road 3004 feet to a point; hence directly South to Illinois Route 9; thence Westerly along Illinois Route 9 to the Starting Point at the intersection of Illinois Route 9 and N 300E Road containing 372.09 acres / 0.58 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 32
Passive Enterprise Zone Connector

A part of the East Half of Township 24 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 3 feet in width, lying 1.50 feet on each side of the following described line: Beginning at the intersection of the centerline of Illinois Route 9 and the centerline of County Road 3400E, Point of Beginning, thence in a northerly direction along the centerline of County Road 3400E for approximately 5.08 miles (26,808 feet) to the centerline of E 1900 North Road, thence in an easterly direction along the centerline of E 1900 North Road for approximately 0.88 miles (4,654 feet) to the centerline of County Road 3500E, thence in a northerly direction along the centerline of County Road 3500E for approximately 0.50 miles (2,664 feet) to the centerline of the Bloomer Shippers Connecting Railroad, thence in a westerly direction along the centerline of the Bloomer Shippers Connecting Railroad for 0.50 miles (2,668 feet) to a point.

Tract 32 contains 110,382 S.F. / 2.53 acres, more or less.

Legal Description Tract 33
Enterprise Zone

A part of Section 2, Township 24 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at a point 2,668 feet west of County Road 3500E along the centerline of the Bloomer Shippers Connecting Railroad, the Point of Beginning, thence due south for 325 feet to a point, thence due west 420 feet to a point, thence due north for approximately 325 feet to the centerline of the Bloomer Shippers Connecting Railroad, thence in an easterly direction along the centerline of the Bloomer Shippers Connecting Railroad for approximately 420 feet, to the Point of Beginning,

Tract 33 contains 136,500 S.F. / 3.13 acres, more or less.

Said Enterprise Zone contains 9,013.80 acres / 14.08 square miles, more or less.

Trucks/SUVs/Vans

Ford - 2002 Expedition, 4x4, Eddie Bauer, $2,800 plus 20 other vehicles under $4,000. TCB Auto 309-825-5847 www.TCBAuto.net

FORD 1998 RANGER XLT. 4x4. Black. Cab and a half. CD player, Power windows. Runs good & Looks good. $3,000 or best offer. 815-867-3387 or 815-260-8911.

FORD 2000 Windstar SLE Good condition, leather interior, power doors, new transmission. $1395.00 309-825-1898

FORD 2004 F150 Black, 2 door regular cab, cloth interior, 120,000 miles. $6000 Call 217-620-7481

FORD 2006 3/4 ton standard cab, 8 ft bed, good tires, cold air condition, 86,000 miles, $7500, Phone 618-335-5347, 618-283-9199

FORD 2011 ESCAPE LIMITED: Lots of options, very nice, has been garaged, no flaws, balance of warranty, 51,000 miles. $16,000. 217 864-9583 or 217 412-5394.

FORD F150 1997, 4X4, extended cab, 66,000 miles, rust, $4200, 217-519-2408.

FORD RANGER, 1990 work truck 2.9 L, automatic, less than 100,000 miles, $1,000 or best offer, 309-660-0163 or 309-820-0488

FORD, F150, 2007, 4X4, high miles, extended cab, $6,000, 217-519-2408

FORD-2000 Windstar SEL, local 1 owner. full power, leather, very nice, 112,000 mi....$4,900 CustomAutoSalesonline.com Bloomington•Ph.309-838-3809

FORD-2001 Expedition XLT, local trade, split bench front seat, 4X4, 111,000 mi.....$5,900 CustomAutoSalesonline.com Bloomington•Ph.309-838-3809

GMC 1997 Sierra SLE 1500 1/2 ton, 5.7 liter, 3 door. Tonneau cover, bed liner, newer tires, AC compressor, shocks, master cylinder, 141 K miles, some rust. $3200. Ph. or text 309-275-9893

GMC Sierra pick-up, 2005, HD 2500 with fiberglass topper, 115,000 miles, good condition, newer tires and battery, running boards & towing package, $11,500. Call 815-848-2285

GMC–2011 Terrain SLT1, heat leather, backup camera, $17,941 • Call Kori Parker of Barker Motors at 309-663-4391

MERCEDES-2007 R-350 wagon, Silver exterior with black leather and wood-grain trim interior. Super-equipped with convenience and luxury items, 4-matic, new tires, three rows of seats, NAV, Harman/Kardon radio, panorama roof, rear camera, and many more items. This is truly a luxury vehicle! Both the exterior and interior are in beautiful condition. $11,650. Call 309-808-1867

TOYOTA 2001 Tacoma 4x4, Limited, 4 dr., metallic gold, w/lots of camo accessories, 223,000 miles, stainless steel running boards, black grill guard & rear bumper, new tires, battery & catalytic converter; auto, V6, radio w/CD & cassette, clean title and Carfax, books for $7200-$12,000, asking $8900 or best offer All maintenance update and runs perfect, must see to appreciate 217-967-5661 or 276-5661.

Boats & Accessories

15 FT Lund V-bottom aluminum boat, Johnson 10 HP outboard, MinnKota trolling motor, Humming Bird fish binder, swivel seats, Spartan trailer, tongue jack, $1500, 309-310-4290

16 FT Lowe V bottom aluminum boat. 9hp outboard, good condition, $1,200. 287-8397

Campers & Motorhomes

2001 V10 Ford 27.5 foot Motor home/toy hauler. New tires and brakes, runs and drives like new, 117,000 miles. $15,500. 217-519-2408.

Gulf Stream–2010 Kingsport 287RLS, double slide, CLEAN! $16,995 • Maroa • 800-528-9787 www.FOURWINDSRV.com

Gulf Stream–2010 212RBS

Campers & Motorhomes

2008 FOREST River Lexington 255 Ford v-10. 27 feet long. 25,000 miles and 48 generator hours. Fully self contained. New flat screen tv with blue ray player and a tv in the bedroom. Stove, refrigerator, freezer, hot water heater, shower, air conditioner, awning, sink, sofa that sleeps 2. New tires and new coach batteries. Many cabinets and storage. 2 slideouts. Comes with a 2 wheel car dolly. Oil just changed and ready to go. Just moved from Coloradio. Asking $40,000 or best offer. Call 970-379-3259 and ask for Rod or email at rshahn@comcast.net

2011 KEYSTONE Laredo fifth wheel camper. Purchased new in 2012, started using in spring of 2013. Camper is 33ft long and has insulated floor and roof. Has 3 slide outs of which 2 are very long. Kitchen Island has Corian counters as well as other counter space. 3 hanging cell lights above island, garden hose faucet in kitchen sink , tv raises and lowers behind cabinets to hidden position. Additional tv in master hooked behind cabinet door. Pull out couch is queen blow up mattress. Master bedroom has brand new queen mattress replacing original. dark wood kitchen table and chairs. sliding window pane wood closet doors in masters. Large shower. Automatic awning. Tons of storage under fifth wheel. Used only 9 times. $29,500 but negotiable. 815-848-3962

HEARTLAND TRAIL RUNNER, 2011, Model 22RBQ, 26' Travel Trailer, Rear Bath, Queen Bed, Sleeps up to 6.Exactly the same as in this video: www.youtube.com /watch?v=OUDSMJbFgCc $11,000.
FORD 2010 F150 XLT, Super Crew Cab, 4x4, 5.4L V8, with Tow Package, Xmission Radiator, Bed Liner, Tonneau Cover, Candy Red Metallic, After Market Backup Camera, 64,000+ miles $23,000. Looks like the one at this website: http://static.cargurus.com/images /site/2011/10/05/16/34 /2010_ford_f-150_lariat_supercrew_5_5ft_bed_4wd-pic-9079514 7024139594684-640x480.jpeg **BOTH** for $29,900. Contact: Kent Bell at 217-774-5694 (leave message if no answer) Email: KentBell41@aol.com (Best Way to Contact)

Heartland–2011 North Trail NT 28BRS, 32 ft., ducted roof air, $20,995 • Maroa • 800-528-9787 www.FOURWINDSRV.com

Heartland–2009 Sundance 3300SK 5th wheel, 3 slides, $19,995 • Maroa• 800-528-9787 www.FOURWINDSRV.com

Heartland– 2012 Wilderness 3150DS, 34', 2 slide-outs, 34', $21,995 • Maroa • 800-528-9787 www.FOURWINDSRV.com

Heartland–2011 Heartland Big Country 3250TS 5th wheel, $34,995 • Maroa • 800-528-9787 www.FOURWINDSRV.com

Campers & Motorhomes

HI-LO–2008 M2508C, 25', slide, 12' awning, roof air/furnace, CD, $16,995 • Maroa • 800-528-9787 www.FOURWINDSRV.com

JAYCO 2010 Jay Feather lite, We had our fun but now we're done. So you can buy, give it a try! Jayco 242, 1 slide, 2 TV, 24 ft, RK, electric awning, stabilizer bars. Rarely used, excellent condition. $16,900. 309-728-2422 leave message

JAYCO–2015 Jay Sport 8SD pop up. New! Call for SALE price! • E.Peoria • 800-528-9787 www.FOURWINDSRV.com

JAYCO–2015 X23U Jay Feather Large expandable! Call for SALE price! • Maroa • 800-528-9787 www.FOURWINDSRV.com

JAYCO–2016 29ME Greyhawk Class C, DVD, 3 slides, red hot! $99,995 •E.Peoria•800-528-9787 www.FOURWINDSRV.com

Leasing/Rentals

HEATED CAR storage available in Bloomington 11/1/15 to 4/1/16. $75 a month. 309-287-1027

Motorcycles/ATV/Golf Carts

SUZUKI BURGMAN 400, 2007, red, 5000 miles, excellent condition, $3200, 217-855-8769.

YAMAHA 2003 Vino Scooter, YJ50RR-R, Red, 49cc (No License Required), 2-Stroke Engine, Automatic Oil Mix, (Uses Unleaded Gasoline), Electric and Kick Starter. Newer Battery, Tires, and Body Panels. Performance Exhaust and Clutch. Excellent Gas Mileage. $675. (309) 838-3068

Wanted To Buy

WANTED. OLD, vintage and antique motorcycles and parts. Any condition from nice to rusty. Cash paid. Please call 815-883-0996

Public Notices

20766204
IN THE CIRCUIT COURT FOR THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY- BLOOMINGTON, ILLINOIS
WELLS FARGO BANK, N.A.
PLAINTIFF,
VS
JAMES E PHILLIPS JR; LEE PHILLIPS; UNKNOWN HEIRS AND LEGATEES OF RAMONA A PHILLIPS, IF ANY; UNKNOWN OWNERS AND NON RECORD CLAIMANTS - WILLIAM BUTCHER, SPECIAL REPRESENTATIVE OF THE DECEASED MORTGAGOR, RAMONA A. PHILLIPS A/K/A RAMONA ANN PHILLIPS;
DEFENDANTS
14 CH 214
1 MCCORMICK BOULEVARD
NORMAL, IL 61761
NOTICE OF SALE PURSUANT TO JUDGMENT OF FORECLOSURE UNDER ILLINOIS MORTGAGE FORECLOSURE ACT ***THIS DOCUMENT IS AN ATTEMPT TO COLLECT ON A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE*** PUBLIC NOTICE IS HEREBY GIVEN that pursuant to a Judgment of Foreclosure and Sale entered by said Court in the above entitled cause on August 24, 2015, MCLEAN COUNTY SHERIFF in McLean County, Illinois, will on December 2, 2015, in the lobby of the McLean County Law & Justice Center,104 West Front Street, Bloomington, IL 61701, at 10:00 AM, sell at public auction and sale to the highest bidder for cash, all and singular, the following described real estate mentioned in said Judgment, situated in the County of McLEAN, State of Illinois, or so much thereof as shall be sufficient to satisfy said Judgment:
LOT 15 IN WALGLEN RE-SUBDIVISION OF BLOCK 1, BLOCK 2 (EXCEPT LOT 33 AND 34 THEREOF) AND BLOCK 3 (EXCEPT LOTS 1, 2, 3 AND 30 THEREOF) OF WALGLEN PLACE ADDITION TO THE TOWN OF NORMAL, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 11 OF PLATS, PAGE 81, IN MCLEAN COUNTY, ILLINOIS.
TAX NO. 14-21-380-008
31-14-21-380-008
COMMONLY KNOWN AS: 1 MCCORMICK BOULEVARD NORMAL, IL 61761
Description of Improvements: SINGLE FAMILY HOME WITH ATTACHED 2 CAR GARAGE. The Judgment amount was $151,773.48. Sale Terms: This is an "AS IS" sale for "CASH". The successful bidder must deposit 25% down by certified funds; balance, by certified funds, within 24 hours. NO REFUNDS. The subject property is subject to general real estate taxes, special assessments or special taxes levied against said real estate, water bills, etc., and is offered for sale without any representation as to quality or quantity of title and without recourse to plaintiff. The sale is further subject to confirmation by the court. Upon payment in full of the bid amount, the purchaser shall receive a Certificate of Sale, which will entitle the purchaser to a Deed to the real estate after confirmation of the sale. The property will NOT be open for inspection. Prospective bidders are admonished to check the court file to verify all information. The successful purchaser has the sole responsibility/expense of evicting any tenants or other individuals presently in possession of the subject premises. If this property is a condominium unit, the purchaser of the unit at the foreclosure sale, other than a mortgagee shall pay the assessments and the legal fees required by The Condominium Property Act, 765 ILCS 605/9(g)(1) and (g)(4). IF YOU ARE THE MORTGAGOR (HOMEOWNER), YOU HAVE THE RIGHT TO REMAIN IN POSSESSION FOR 30 DYAS AFTER ENTRY OF AN ORDER OF POSSESSION, IN ACCORDANCE WITH SECTION 15-1701(C) OF THE ILLINOIS MORTGAGE FORECLOSURE LAW. For Information: Visit our website at http:service.atty-pierce.com. Between 3 p.m. and 5 p.m. only - Pierce & Associates, Plaintiff's Attorneys, 1 North Dearborn, Chicago, Illinois 60602. Tel. No. (312) 372-2060. Please refer to file #PA1407494 Plaintiff's attorney is not required to provide additional information other than that set forth in this notice of sale.
I672346

20766213
IN THE CIRCUIT COURT FOR THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY- BLOOMINGTON, ILLINOIS
PNC BANK, NATIONAL ASSOCIATION
PLAINTIFF,
VS
MONICA K. GILLESPIE; DELMAR C. GILLESPIE; PNC BANK, NATIONAL ASSOCIATION S/B/M TO NATIONAL CITY BANK; UNKNOWN OWNERS AND NON RECORD CLAIMANTS
DEFENDANTS
15 CH 43
3217 KIRKWOOD ROAD
BLOOMINGTON, IL 61704
NOTICE OF SALE PURSUANT TO JUDGMENT OF FORECLOSURE UNDER ILLINOIS MORTGAGE FORECLOSURE ACT ***THIS DOCUMENT IS AN ATTEMPT TO COLLECT ON A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE*** PUBLIC NOTICE IS HEREBY GIVEN that pursuant to a Judgment of Foreclosure and Sale entered by said Court in the above entitled cause on August 24, 2015, MCLEAN COUNTY SHERIFF in McLean County, Illinois, will on December 2, 2015, in the lobby of the McLean County Law & Justice Center,104 West Front Street, Bloomington, IL 61701, at 10:00 AM, sell at public auction and sale to the highest bidder for cash, all and singular, the following described real estate mentioned in said Judgment, situated in the County of McLEAN, State of Illinois, or so much thereof as shall be sufficient to satisfy said Judgment:
LOT 114 IN THE FIRST ADDITION TO GOLDEN EAGLE SOUTH SUBDIVISION, IN THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED JULY 7, 1999 AS DOCUMENT NO. 99-21172, IN MCLEAN COUNTY, ILLINOIS.
TAX NO. 15-31-303-003
COMMONLY KNOWN AS: 3217 KIRKWOOD ROAD BLOOMINGTON, IL 61704
Description of Improvements: BROWN BRICK, SINGLE FAMILY HOME, ATTACHED THREE CAR GARAGE The Judgment amount was $230,173.04. Sale Terms: This is an "AS IS" sale for "CASH". The successful bidder must deposit 25% down by certified funds; balance, by certified funds, within 24 hours. NO REFUNDS. The subject property is subject to general real estate taxes, special assessments or special taxes levied against said real estate, water bills, etc., and is offered for sale without any representation as to quality or quantity of title and without recourse to plaintiff. The sale is further subject to confirmation by the court. Upon payment in full of the bid amount, the purchaser shall receive a Certificate of Sale, which will entitle the purchaser to a Deed to the real estate after confirmation of the sale. The property will NOT be open for inspection. Prospective bidders are admonished to check the court file to verify all information. The successful purchaser has the sole responsibility/expense of evicting any tenants or other individuals presently in possession of the subject premises. If this property is a condominium unit, the purchaser of the unit at the foreclosure sale, other than a mortgagee shall pay the assessments and the legal fees required by The Condominium Property Act, 765 ILCS 605/9(g)(1) and (g)(4). IF YOU

Public Notices

NOIS MORTGAGE FORECLOSURE LAW. For Information: Visit our website at http:service.atty-pierce.com. Between 3 p.m. and 5 p.m. only - Pierce & Associates, Plaintiff's Attorneys, 1 North Dearborn, Chicago, Illinois 60602. Tel. No. (312) 372-2060. Please refer to file #PA1500323 Plaintiff's attorney is not required to provide additional information other than that set forth in this notice of sale.
I672350

20767171
STATE OF ILLINOIS
IN THE CIRCUIT COURT
OF THE ELEVENTH
JUDICIAL CIRCUIT
McLEAN COUNTY
IN THE MATTER OF
THE ESTATE OF
JAMES D. LUSH, SR.
DECEASED
CLAIM NOTICE
Notice is given of the death of JAMES D. LUSH of Heyworth, McLean County, Illinois. Letters of office were issued on October 14, 2015, TO JAMES D. LUSH JR. AND ANTHONY W. LUSH whose attorney is Russell E. DePew of DePew & Dehn, 201 West Olive Street, Bloomington, Illinois 61701.
The Estate will be administered without Court supervision unless under Sect. 28-4 of the Probate Act (755 ILCS 5/28-4) any interested person terminates independent administration at any time by mailing or delivering a Petition to Terminate to the Clerk.
Claims may be filed on or before April 29, 2016 which is not less than six months from the first date of publication of this Notice. Any claim not filed within that period is barred. Claims may be filed in the office of Clerk of this Court at the McLean County Law and Justice Center; Room 404; 104 West Front Street; Bloomington, Illinois 61701 or claims may be filed with the CoóExecutors. If filed with the Clerk, within 10 days mail or deliver a copy of the claim to the Co-Executors and to the attorney and file with the Clerk proof of such mailing or delivery.

Dated: October 15, 2015
James D. Lush, Jr.,
Co-Executor
302 Buchanan, Box 42
Heyworth IL 61745

Anthony W. Lush, Co-Executor
29 County Road 3055 N
Foosland IL 61848

by: Russell E. DePew,
Their Attorney

Russell E. DePew
DePew & Dehn
Attorney for Estate
201 West Olive Street
Bloomington IL 61701
(309) 829-7002

20768885
REQUEST FOR PROPOSALS
CITY OF
BLOOMINGTON, ILLINOIS
Separate sealed Bids for the following contract will be received during regular business hours (8:00 am to 5:00 pm, Monday through Friday) in the Office of the City Clerk of the City of Bloomington, City Hall, 109 E. Olive Street, P.O. Box 3157, Bloomington, Illinois 61702, until Monday, November 9, 2015 at 1:30 PM local time, and then publicly opened and read aloud. After BIDS are opened, they shall be evaluated by the City of Bloomington in accordance with the methods and criteria set forth in the Bidding Documents.
FY 2016 CCTV SEWER INSPECTION
BID NO. 2016-28
This project consists of the following major work items:
1.CCTV Sewer Inspection (Various Sizes) - 40,000 LF
2.Heavy and Light Sewer Cleaning
and other necessary items and incidentals.
BIDS must be accompanied by a BID DEPOSIT of 10% of the total bid. BID DEPOSIT shall come in the form of a cashier's check, certified check, or bid bond made payable to the "City of Bloomington, Illinois." Successful bidder will be required to provide a PERFORMANCE BOND equal to 100% of the contract price, PAYMENT BOND, and Certificates of Insurance within ten (10) days after receipt of the NOTICE OF AWARD. Surety Bond shall be duly authorized by an insurance company or purchased through an agent licensed to do business in the State of Illinois. The City reserves the right to reject any or all BIDS, waive any technicalities, or to advertise for new BIDS.
Copies of the Plans and Specifications may be obtained from the City of Bloomington Public Works Department by sending an email to engineer@cityblm.org with a subject heading of "FY 2016 CCTV SEWER INSPECTION - Bid No. 2016-28". Respondents are required to provide their complete name, company name, street address, e-mail address, telephone number and fax number in their email.
Inquiries as to the requirements of the specifications will be addressed at the Pre-Bid Conference, to be held on Monday, November 2, 2015, at 1:30 PM in the Public Works Conference Room, located on the 3rd Floor of the Government Center, 115 East Washington Street, Bloomington, Illinois.
The City of Bloomington requires all contractors and vendors doing business with the City not to discriminate on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status, or sexual orientation. The contractor shall pay the prevailing wages for construction trades in accordance with the Bloomington City Council Prevailing Wage.
Bids may not be withdrawn for a period of 90 days affer the bid opening date.
Jon C. Johnston, Procurement Manager
Published - October 26th and November 2nd, 2015
Bloomington, Illinois 61702

20769897

NOTICE OF PUBLIC HEARING CONCERNING PROPOSED BLOOMINGTON/NORMAL /MCLEAN COUNTY/GIBSON CITY/FORD COUNTY ENTERPISE ZONE. Notice is hereby given that the City of Bloomington, Illinois, the Town of Normal, Illinois, the County of McLean, Illinois, the City of Gibson City, Illinois, and the County of Ford, Illinois will hold a joint public hearing on Monday the 9th day of November A. D. 2015, at 4:30 P.M., at the Government Center, located at 115 East Washington Street, Room 404, in the City of Bloomington, Illinois, to consider whether to create the Bloomington/Normal/McLean County/Gibson City/Ford County Enterprise Zone pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/1 et seq. The public is invited to attend and be heard. Information on what local plans, tax incentives and other programs should be established in connection with the proposed Bloomington/Normal/McLean County/Gibson City/Ford County Enterprise Zone, and what boundaries should be established for the proposed Bloomington/Normal/McLean County/Gibson City/Ford County Enterprise Zone. During the public hearing, all interested persons will be given the opportunity to present both written and/or oral comments and testimony regarding the proposed Bloomington/Normal/McLean County/Gibson City/Ford County Enterprise Zone.

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REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: November 9, 2015

SUBJECT: Consideration of approving a an Ordinance amending the FY2016 Budget in the amount of $50,000 to increase expenditures in Administration – Community Relations for the City's portion of the McLean County Museum of History Capital Campaign Contribution.

RECOMMENDATION/MOTION: Recommend that the Ordinance Amending the Budget in the amount of $50,000 to add funds to account (10011110-79110) in the Administration Department- Community Relations be passed and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great Place – Livable, Sustainable City. Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well-planned City with necessary services and infrastructure. 5e. More attractive city: commercial areas and neighborhoods. 6a. More beautiful, clean Downtown Area. 6b. Downtown vision and Plan used to guide development, redevelopment, and investments. 6c. Downtown becoming a community and regional destination.

BACKGROUND: Historically, the City has supported the Museum of History operations for many years with annual contributions of $20,000. Recently, two contributions of $75,000 were supported to fund the new Route 66 Visitors Center. The Museum of History is now requesting matching support of both the City and The Town of Normal to further contribute to its capital campaign for next five (5) years beginning in FY 2016.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Museum of History, Town of Normal

FINANCIAL IMPACT: The approval of the Budget Amendment will allow for a $50,000 increase in General Fund expenditures in Administration – Community Relations account (10011110-79110) to pay for the first of five payments towards the Museum of History Capital Campaign. Subsequent payments will be included in upcoming budgets.

Respectfully submitted for Council consideration.

Prepared by: Carla A. Murillo, Budget Manager

Financial & budgetary review by: Patti-Lynn Silva, Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales, City Manager

Attachments:

- Ordinance
- Exhibit 1

Motion: Recommend that the Ordinance Amending the Budget in the amount of $50,000 to add funds to account (10011110-79110) in the Administration Department- Community Relations be passed and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

ORDINANCE NO. 2015 –

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2016

WHEREAS, on April 13, 2015 by Ordinance Number 2015-18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2016, which Ordinance was approved by Mayor Tari Renner on April 14, 2015; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2015-18 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2016) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2015-18 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2015-18.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED the 26th day of October, 2015.

APPROVED the ____day of October, 2015.

CITY OF BLOOMINGTON

_____
Tari Renner
Mayor

ATTEST:

_____
Cherry L. Lawson
City Clerk

APPROVED AS TO FORM

_____
Jeffery R. Jurgens
Corporation Counsel

Exhibit 1

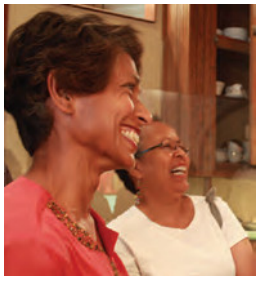
Account #	Fund	Account Description	Amount
10010010-40000	General Fund	Use of Fund Balance - increase expenditures	$(50,000.00)
10011110-79110	Administration	Administration - Community Relations	$ 50,000.00
		Net Budget Increase:	**$ -**

FY 2016 BUDGET AMENDMENTS PROJECTED EFFECT ON FUND BALANCE		
GENERAL FUND		
Council Approved	**Description of Item**	**Totals**
4/30/2015	**Opening Unaudited General Fund Balance**	**$ 12,074,719**
8/24/2015	Consideration of a Budget Amendment and review and analysis of Bids and approval of a Contract with PIPCO Companies Ltd for replacement of the Fire Sprinkler System in the Bloomington Police Department Garage , (Bid#2016-20).	$ (188,100)
10/26/2015	Approve a Budget Amendment to transfer $50,000 from the General Fund to Administration – Community Relations for the City's portion of the Museum of History Capital Campaign Contribution.	$ (50,000)
		$ 11,836,619
	Percentage of Fund Balance in relationship to Approved Budget of FY 2016 General Fund Expenditures in the amount of $94,553,780	**12.52%**
Note: This exhibit assumes that budgeted revenues and expenditures will be received and disbursed as budgeted for FY 2016 and therefore,these projections are subject to change.		

The Campaign for the

McLean County Museum of History

Learn



Interact

Explore

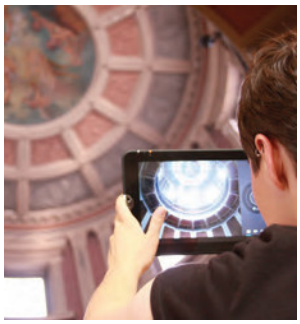
Legacy

Extending Excellence . . .

Legacy

Extending Excellence . . .

IMAGINE: A local teacher uses an interactive map to show students the changing history of settlement by immigrants who built McLean County. A researcher halfway across the globe is thrilled to fi d in-depth access to the Museum's online collection and shares her own fi dings with the Museum's librarian. In the People Gallery, a father helps his daughter load a covered wagon as she asks how their family came to live in McLean County.



GOAL: Raise $3 million to extend and enhance the Museum's future

- **Install a new permanent exhibit**
- **Embrace new digital technology**
- **Expand the education department**
- **Create a more welcoming environment**

Explore

Extending Excellence . . .

Install a new permanent exhibit

Challenges, Choices and Change: The People of McLean County
The new, highly interactive, 5,000-square-foot permanent exhibit will benefit from 20 years of new research and artifacts to tell more complete and compelling stories of how and why people came here, settled and worked to create a successful community.

Lincoln Gallery – Illinois tourism statistics indicate 1.5 million people visited sites associated with Abraham Lincoln in 2011. The new gallery will present McLean County's key role in making Abraham Lincoln president. Visitors who initially enter the Museum for the Lincoln experience leave with a better understanding of McLean County's place in the nation's larger story.

Technology – Installations will use new technology to engage visitors, inviting people to delve much deeper into areas that specifi ally interest them. Upgrades will also allow our curators and educators to offer fresh programs/themes within the permanent exhibit. New technology will include video mini-theaters, SMART boards for classroom presentations, touchscreen discovery panels, smartphone apps for interactive learning, digital photo displays, online access and audio enhancements.

Highest National Standards . . .

Only three percent of the 35,144 museums nationwide achieve accreditation by the American Alliance of Museums. With our accreditation, we join a distinguished group of the *finest* museums, including the Smithsonian National Museum of American History and the Museum of Science and Industry in Chicago.

Learn

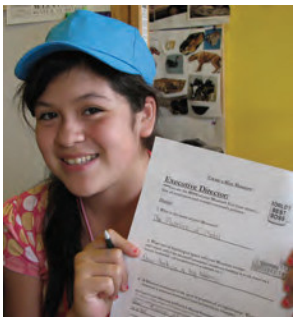
Extending Excellence . . .

Expand the Education Department

Museum Classes and Activities – Our current two-person education staff eaches an average of 13,295 people each year. That number includes more than 7,000 students and 2,000 members of the general public who benefit from our free programs. A third educator will allow the Museum to expand and develop new topics and themes and avoid reducing the number of free programs we currently offer.

In-Class Programs – Our new educator will help the Museum reach students in the many school districts that can no longer afford fi ld trips. The Education Department already offers a lending program for teachers called "Museum in the Classroom" to share artifacts and history lesson plans. However, the program will be more effective when there are enough resources to allow a Museum educator to accompany the traveling objects.

Senior Reminiscence – Th s program sends Museum educators to senior assisted-living centers, nursing homes and adult day service programs to share historical objects or photographs with residents. These artifacts stimulate cognition, communication, social interaction, and memory for the residents. Th s will allow staff o introduce new topics and to document many of the seniors' captivating stories that add new dimensions to local history.



Lifelong learning . . .

The Museum engages people with learning opportunities at all life stages: students of all ages, families exploring our galleries together, 240 volunteers who give their time, and seniors through our *Senior Reminiscence* programs.

Interact

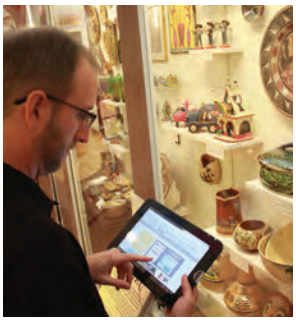
Extending Excellence . . .

Embrace new digital technology

Students and Teachers – The Museum will publish historical topic resource kits and interactive online versions of exhibits to reach curious minds anywhere, anytime. SMART boards will be available in exhibits for educators to integrate class curricula. Touchscreens can be programmed for targeted, hands-on experiences for different learning styles.

Visitors – With digital technology, visitors will be able to delve much deeper into a wider variety of topics and learn more about the artifacts that interest them. New technology will include video mini-theaters, touchscreen discovery panels, smartphone applications for interactive learning, digital photo displays, and audio enhancements.

Scholars – The creation of an online portal on the Museum's website and improvement of archival fi ding aids will share our rich archives and object collections with researchers worldwide.



Interact with the past . . .

The campaign's digital initiative will engage the younger generations, already sophisticated users of technology. Dynamic interactive programs about real people who once inhabited the same space encourages young learners to connect with history. Digital video displays give a voice to people and their stories that are featured in the exhibits while showing how people used the objects that are on display. And, hands-on activities such as our pioneer wagon will help children better understand and empathize with people of yesterday—and today—who left heir homeland to make a new home here in McLean County.

Enhance

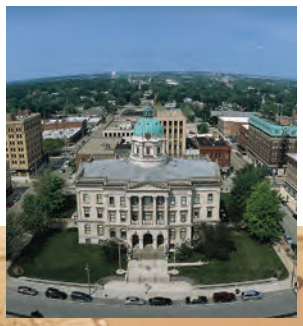
Extending Excellence . . .

Create a more welcoming environment

Professional Plan — With a new design by Francois Associates Architects LLC, the Museum will feature a rejuvenated landscape to enhance the American Renaissance architecture of our building and foster a beautiful downtown aesthetic. Installing new landscaping creates a pleasant, inviting atmosphere for visitors.

Plants — The design includes a mix of plants including some native to McLean County such as the Burr Oak.

Vivid Color — The lawn will be restored and each corner of the square will feature a large bed of colorful annual fl wers.



Give

Your commitment will extend the Museum's legacy of excellence . . .

Extending Excellence . . .

For more than a century, the Museum has successfully used artifacts and stories of past people to connect different generations and refl ct on our heritage of hopes, triumphs and failures.

Your support will dramatically enhance our ability to continue this mission. With increasingly diverse audiences and fundamental changes in 21st century learning, we must strive together in the present to preserve the past in order to shape the future.

Please consider making a contribution to the McLean County Museum of History, to ensure that the heritage of McLean County will continue to play a vital role in the life of *your* community.

Campaign Goals

Challenges, Choices and Change exhibit:	$1,200,000
Education Programs Endowment:	1,000,000
Digital Initiative and Infrastructure:	500,000
Landscaping Improvements:	75,000
Campaign Expenses:	225,000
TOTAL:	$3,000,000

For more information about the campaign and how you can become a contributor, contact Greg Koos or Beth Whisman at (309) 827-0428 or via email: development@mchistory.org.

"The Museum's excellence has been apparent for years: it must not be allowed to slip away."

Craig C. Alexander
President, McLean County Museum of History
Co-chair, Extending Excellence Campaign

McLEAN COUNTY
MUSEUM
OF HISTORY

200 North Main Street
Bloomington, IL 61701
309.827.0428
www.mchistory.org

McLean County MUSEUM of HISTORY

Who We Are

- An Illinois **not-for-profit** corporation
- Historical Society **established in 1892**, Museum established in 1904
- **Nationally accredited** by the American Alliance of Museums since 1984
- Managed by a team of **14 paid staff** and more than **200 volunteers**
- Directed by a board of **25 leading citizens** from our community
- Funded mostly by **private donors** (**70%** of the annual budget)
- A member of the **Time Travelers reciprocal membership** program
- **Serving more than 34,000**, including 8,200 students and senior citizens

What We Do

Preserve and Share Local History

- **Permanent and rotating exhibits** explore the broad history of the people of our community and showcase the Museum's 20,000-piece collection.
- **Library and Archives** houses books, documents, photos, and other paper-based articles, including 750,000 historic photo negatives donated by *the Pantagraph.*
- **Museum website**, **www.mchistory.org**, provides free and convenient access to hundreds of biographies, photos, and documents for researchers near and far.

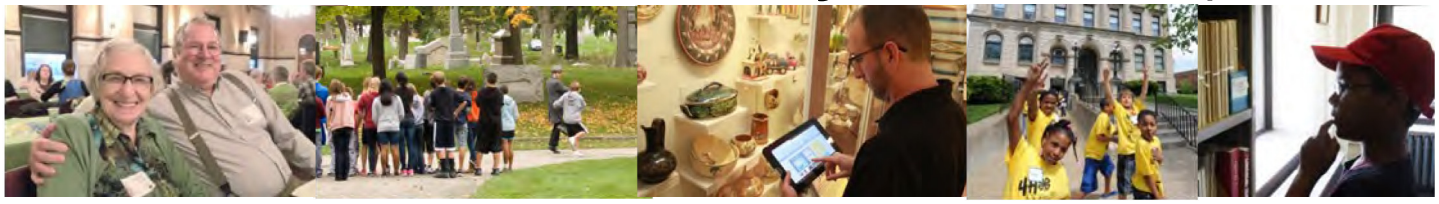
Lifelong Learning

- **Free field trips and artifact loan kits** developed by professional educators connect students to local history and help teachers develop effective curricula.
- **Free Trailblazers memberships** for kids keep young historians engaged in leadership, learning, volunteering, and more.
- **History Careers Day Camp** offers kids first hand experiences in the fields of history, archaeology, architecture, museum studies and environmental science.
- **Interns and volunteers** gain valuable skills and experience in every corner of the Museum.
- **Senior Reminiscence Programs** stimulate cognition, interaction, and memory recall for more than 1,200 seniors in assisted living centers each year.

Educational Public Events

- **Evergreen Cemetery Walk**, our award-winning outdoor theatre event, brings history to life for more than 3,400 people each year.
- **Christmas at the Courthouse** brings the community together for a free family-friendly celebration with live music, food, and activities.
- **Free Lunch & Learn** programs with respected local experts cover topics ranging from the physics of asteroids to the use of social media for political movements.
- **Lectures** by Museum professionals and scholars from around the country bring relevant research to local clubs, service organizations, and the public.

*...and **you** make it all possible!*



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: November 9, 2015

SUBJECT: Consideration of approving a Resolution adopting the Five Bugles Feasibility and Programming Study for Bloomington Fire Stations.

RECOMMENDATION/MOTION: That the Resolution approving the Five Bugles Feasibility and Programming Study for Bloomington Fire Stations be adopted, authorizing the Mayor and Clerk to sign the Resolution.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities; Goal 5. Great Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service; 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: In 2012, the City hired Five Bugles Design, a division of ADG Architects of Eau Claire, WI, to study the City's current fire station locations and physical deficiencies. The study is complemented by an assessment prepared by the Illinois Fire Chiefs Association which analyzed the Fire Department's deployment and staffing needs. Collectively, the two studies seek to modernize the City's Fire Department facilities plan. The unoccupied 2008 station located at 2602 Six Points Road was not included within the scope of this study. The Five Bugle Design Station Feasibility and Programming Study outlines a $16 million master plan for the City's Fire Department facility needs.

The primary objectives of the Five Bugles study were as follows:

1. Evaluate the five fire station current location and configuration within the community. Provide recommendations regarding possible reconfiguration based upon the results of the property/building assessments, the current Insurance Service Office (ISO) recommendations regarding station placement, the community growth potential and community comprehensive plans. Information required for this evaluation included the following:
    - City of Bloomington Comprehensive plan
    - City of Bloomington Transportation plan
    - Bloomington Fire Department station response maps
    - Bloomington Fire Department National Fire Incident Reporting System (NFIRS) response history information
2. Determine the nature and level of jurisdictional relations with surrounding emergency service organizations and how to maximize taxpayer dollars for fire/EMS services while minimizing response times throughout the coverage areas.
3. Conduct property/building conditions assessments for all 5 fire stations with regard to present and future needs, Occupational Safety and Health Administration (OSHA)

requirements, state, city and ADA regulations, and the station ability to conform to these requirements.

4. Identify service deficiencies at each station and justify the needs for additional space, if any.
5. Develop rough plans and budget planning cost estimates for any construction, remodeling or building expansion opportunities found.
6. Conduct architectural programming exercises for each station to determine the existing square footage and the need for increased space for present and future needs as well as community expectations for service delivery.
7. Evaluate existing fire department training facilities and make recommendations for physical improvements.

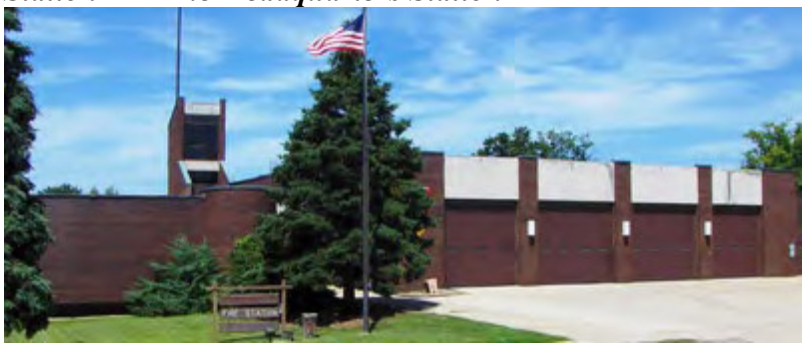
Key Findings and Recommendations

Station Location Finding

The study found that Bloomington is adequately served by its five stations in their current location with the exception of the College Ave area (northeast of station #3). Response times to that area can reach 8-10 minutes and exceed the recommendations of the National Fire Protection Agency (NFPA) 1710. It was highly recommended that Bloomington consider the addition of a new station to serve this area or reach an acceptable intergovernmental agreement for service. If the City were to decide to construct their own facility, it would require a new 12,000 square foot station at an estimate $300 per square foot resulting in an investment of ~$3.6 million in construction costs. This amount does not include site acquisition costs.

Station Analysis and Recommendation

Station #1 "The Headquarters Station"



Address:	**310 N. Lee Street**
Year of Construction:	**1973**
Station Size:	**14,469 Sq. Ft.**
Construction Materials:	**Brick Masonry**
Minimum # of Fire Fighters per shift:	**8**

Station #1 occupies a one block site near downtown. The station location is excellent, but the station suffers from numerous problems:

- At nearly 40 years old, the station is nearing the life expectancy for building systems.
- Lack of fire fighter classroom training, and wellness areas.
- Crowded dormitory/shower space and lack of gender equity.
- Lack of adequate storage space.
- An inadequate HVAC System

- Lack of Fire Suppression Sprinkler System
- Lack of a Vehicle Exhaust system (this finding has since been addressed).

The study recommended relocating the Fire Administration staff to a new location, whether it would be an on-site addition (option 1) or a possible off-site location (option 2), thus allowing renovation of the existing lower level into firefighter classroom training, distance learning production studio/classroom, and wellness center. The upper level requires a complete phased renovation; including all building systems (windows, HVAC, electrical, plumbing, fixtures, sprinkler system), and a building addition to correct dormitory/shower crowding and gender inequity issues.

- Option 1 - Estimated cost for administration on-site addition: 5,000 square foot at $300 per square foot + renovation: $4.5 to $5 million
- Option 2 - Estimated cost: $2.9 to $3.5 million construction cost (relocating administration off-site.)

Station #2 "Southeast Station"

Address:	**1911 Hamilton Road**
Year of Construction:	**1998**
Station Size:	**9,334 Sq. Ft.**
Construction Materials:	**Brick Masonry**
Minimum # of Fire Fighters per shift:	**6**

Station #2, has been plagued with design and construction problems since opening in 1999. The station lacked a vehicle exhaust system which is recommended to be addressed in the near future. Unfortunately, given the pressing needs of a future station, and priorities at Station #1, #3, and #4 it was recommended that Bloomington continue to address the numerous other problems outlined in the study through maintenance projects.

Estimated Costs:

- Vehicle Exhaust: $10-15,000 per vehicle drop (this recommendation has been completed)

Station #3 "The Northeast Station"

Address:	**2301 E. Empire**
Year of Construction:	**1975**
Station Size:	**10,500 Sq. Ft.**
Construction Materials:	**Reinforced Concrete**
Minimum # of Fire Fighters per shift:	**5**

Station #3 was formally a two company station serving both the community of Bloomington and the airport. With the completion of Station #6, it no longer provides protection to the airport. With the exception of the noted College Ave area, the location of Station #3 is good, with a controlled intersection off of Empire. Station #3's building shell is in good condition, but like Station #1 the building suffers numerous problems.

- As with Station #1, at forty years old the station is nearing the life expectancy of its building systems.
- Lack of sufficient fire fighter classroom space with no distant learning capability.
- Lack of adequate kitchen and food storage space.
- Lack of a dedicated wellness area.
- Crowded dormitory/shower areas with no gender equity.
- An inadequate HVAC system, including no vehicle exhaust systems (vehicle exhaust system has since been addressed).
- Lack of automatic fire suppression sprinkler system

Five Bugles recommends a phased construction project to upgrade Station #3 to a state of the art, two company station. Site constraints will allow two 40' x 60' additions; one in front of the station and one to the rear of the station. The additions, along with a complete renovation of the current interior would correct all deficiencies listed and serve Bloomington for decades to come.
Estimated Cost: $3.1 to $3.5 million construction cost

Station #4 "The Southwest Station"

Address:	**1705 S. Morris Ave**
Year of Construction:	**1991**
Station Size:	**5703 Sq. Ft.**
Construction Materials:	**Brick Masonry/Wood Framed Roof**
Minimum # of Fire Fighters per shift:	**5**

The location of Station #4 was universally viewed as very good. Unfortunately, the site size is extremely limited, allowing for little room to address current deficiencies through building expansion. Problems include; no space to meet with public visitors, crowded dormitory/shower area with no gender equity, no staff classroom training area, an inadequate kitchen, inadequate EMS storage, and lack of a dedicated wellness area. Station #4 also suffers from an inadequate HVAC system, including no vehicle exhaust, and an existing attic venting issue causing premature deterioration of roof shingles. Given the excellent location of Station #4, Five Bugles recommended prioritizing the above issues, and addressing the problems as allowed by site constraints. A number of the issues listed above can be successfully addressed in a very cost effective manner with a phased project to selectively renovate portions of Station #4, along with 4 small additions to address:

- Public space
- Renovated and enlarged kitchen facilities and new restroom.
- EMS storage, turn out gear, and laundry
- Wellness area

Site limitations will not allow sufficiently sized additions to adequately address gender equity without land acquisition. The estimated cost of which is $750,000 to $1,000,000 in construction costs.

- Option 1 - Estimated cost to renovate the existing building $750,000 to $1,000,000
- Option 2 – Relocate to a new site and build a new 12,000 square foot station at an estimated $300 per square foot resulting in and investment of ~3.6 million in construction costs. This amount does not include site acquisition costs.

Station #6 "CIRA Station"

Address:	**4040 E. Oakland Avenue**
Year of Construction:	**2008**
Station Size:	**10,853 Sq. Ft.**

Station #6 was constructed largely with FAA funding in 2008 and is an award winning station. The building is experiencing fairly typical "commissioning" issues as construction issues are cleaned, and the building is lacking a vehicle exhaust system. As a new fire station, it is a beautiful facility.

Estimated Costs:

- Vehicle Exhaust: $10-15,000 per vehicle drop (this finding has since been addressed).

In summary, this review has identified that current station locations of the 5 staffed stations serve the community very well. Continued performance data monitoring will be imperative for strategically identifying future station locations. Additional information provided in the Illinois Fire Chiefs Association assessment of deployment and staffing supports these recommendations. Some of the high priority projects identified in this study, such as vehicle exhaust removal systems; have already been addressed through the budget process. Passing this plan acknowledges the current $16 million of infrastructure needs for Fire department facilities.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: This council memo does not include approving the funding for the master plan at this time. This will be reviewed during the FY 2017 Budget Process.

Respectfully submitted for Council consideration.

Prepared by:	Brian Mohr, Fire Chief
Financial & Budgetary review by:	Chris Tomerlin, Budget Manager Carla A. Murillo, Budget Manager
Legal review by:	Jeffery R. Jurgens, Corporate Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Five Bugles Feasibility and Programming Study
- Resolution
- PowerPoint Presentation

Motion: That the Resolution approving Five Bugles Feasibility and Programming Study be adopted

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

RESOLUTION NO. 2015 –

A RESOLUTION ADOPTING THE FIVE BUGLES AS THE CITY OF BLOOMINGTON FIRE DEPARTMENT FACILITY MASTER PLAN

WHEREAS, in 2012 the City hired Five Bugles Design, a division of ADG Architects of Eau Claire, WI to study the City's current fire station locations and physical deficiencies; and

WHEREAS, the primary objectives of the Five Bugles study encapsulated the following areas of the Fire Department:

- An evaluation of the five fire stations and current locations and configuration within the community.
- Determined the nature and level of jurisdictional relations with surrounding emergency service organizations and how to maximize taxpayer dollars for fire/EMS services while minimizing response times throughout the coverage areas.
- Conduct property/building conditions assessments for all five fire stations with regard to present and future needs, Occupational Safety and Health Administration (OSHA) requirements, state, city and ADA regulations, and the station ability to conform to these requirements.
- Identify service deficiencies at each station and justify the needs for additional space.
- Develop rough plans and budget planning cost estimates for any construction, remodeling or building expansion opportunities found.
- Conduct architectural programming exercises for each station to determine the existing square footage and the need for increase space for present and future needs as well as community expectations for service delivery.
- Evaluate existing fire department training facilities and make recommendations for physical improvements

WHEREAS, though the study found that Bloomington is adequately served by its five stations in their current location with the exception of the College Avenue area (northeast of Station #3), it was highly recommended that Bloomington consider the addition of a new station to serve this area or reach an acceptable intergovernmental agreement for service with the Town of Normal Fire Department; and

WHEREAS, the Five Bugles Study highlights the deficiencies of each of the fire station physical locations that passing this plan acknowledges the current $16 million of infrastructure needs for the Fire Department facilities; and

WHEREAS, the City Council finds it to be in the best interests of the City to adopt the Fire Department Facility Master Plan.

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

That the City of Bloomington Fire Department Master Plan is hereby adopted.

ADOPTED this 9th day of November, 2015

APPROVED this ___ day of November, 2015

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Tari Renner, Mayor Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

_____

Jeffery R. Jurgens, Corporation Counsel

Feasibility and Programming Study For Bloomington Fire Stations

Five Bugles Design | Building D04 Suite 202 | Mailbox 2 | 800 Wisconsin St | Eau Claire, WI 54703
Phone: 715.832.4848 | Fax: 715.832.4850 | www.fivebuglesdesign.com

Table of Contents

Letter

1. **Executive Summary**
   Summary of Recommendations

2. **Fire Station location criteria and recommendations**

3. **Analysis, Recommendations, and Cost Estimates**
   Facility issues, considerations, and recommendations:
   - Station #1 - 310 N. Lee
   - Station #2 - 1911 Hamilton
   - Station #3 - 2301 E. Empire
   - Station #4 - 1705 S. Morris
   - Station #6 - 4040 E. Oakland

4. **Training**

5. **Apparatus Vehicle Exhaust Systems**

6. **Fire Station Alerting and Communications**

7. **Fire Wellness Program**

April 4, 2012

Mr. Michael S. Kimmerling
Fire Chief
City of Bloomington
310 N. Lee Street
Bloomington, IL 61701

RE: Feasibility and Programming Study for Bloomington Fire Stations

Dear Mr. Kimmerling,

Five Bugles Design, a design studio of ADG, LLC was retained to develop and study various options each of which is oriented toward the long-term improvement of the Bloomington Fire Department's Facilities.

Thank you for your assistance in the preparation and development of this Study by providing our firm with relevant data, pertinent background information and critical comments. Please convey our gratitude to Deputy Fire Chief Les Siron and all other participating firefighters for their insights. Their assistance was invaluable.

The primary objectives of Study are as follows:

1. Evaluate the present five fire station locations configuration and provide recommendations regarding possible reconfiguration based upon the results of the property/building assessments, the current Insurance Service Office (ISO) recommendations regarding station placement, and the community growth potential and community comprehensive plans.

   Information required for this evaluation includes the following:

   City of Bloomington Comprehensive plan
   City of Bloomington Transportation plan
   Bloomington fire department station response maps
   Bloomington fire department NFIRS response history information

2. Determine the nature and level of area jurisdictional relations with surrounding emergency services organizations and how to maximize the expenditure of taxpayer dollars for fire/EMS response while minimizing response times throughout the response coverage areas.

3. Conduct property/building conditions assessments for all 5 fire stations with regard to present and future needs, governing OSHA, state, city and ADA rules and requirements, and the station ability to conform to these requirements (Consultant will need to review original building plans for each fire station.

4. Confirm service deficiencies at each station and justify the needs for additional space, if any.

5. Develop rough plans, budget planning cost estimates for any construction, remodeling or building expansion opportunities found.

6. Conduct a programming exercise for each station to determine the existing square feet totals and the need for increased space for present and future needs and community expectations for delivery services.

7. Evaluate existing fire department training facilities and make recommendations for physical improvement.

We believe that, after reviewing the attached document, you will agree that those primary objectives were achieved.

Thank you for allowing us to serve the City of Bloomington.

Sincerely,

Five Bugles Design

Steven A. Gausman, AIA, NCARB
Owner • Principal

Executive Summary

Background

The city of Bloomington retained Five Bugles Design, a division of ADG Architects, Eau Claire WI, to study its fire station locations and station deficiencies. Our staff conducted architectural programming sessions at each station; confirmed the building envelope, size, and service deficiencies. In addition we evaluated the fire departments existing training facilities and made recommendations for physical improvements. The unoccupied 2008 station located at 2602 Six Points Road was not included within the scope of this study process.

Over several meetings Steve Gausman and Ed Mishefske met with department staff, toured facilities, conducted architectural programming sessions, reviewed response data, and developed recommendations and cost estimates.

Findings and Recommendations

Station Location Finding

Bloomington is adequately served by its five stations in their current location with the exception of the College Ave area N.E. of station #3. Response times to that area can reach 8-10 minutes and exceed the recommendations of NFPA 1710. It is our recommendation that Bloomington consider the addition of a new station to serve this area or reach an acceptable inter-governmental agreement for service.

Estimated cost for a new 12,000 S.F. addition at $200/S.F. would be $2.4 million construction cost; not including site acquisition costs.

Station Analysis and Recommendation

Station #1
Constructed in 1973, station #1 occupies a one block site near downtown. The station location is excellent, but the station suffers from numerous problems:

- An inadequate HVAC System, including no vehicle exhaust.
- Lack of fire fighter classroom training, and wellness areas.
- Crowded dormitory/shower space and lack of gender equity.
- Lack of adequate storage space.
- At nearly 40 years old, the station is nearing the life expectancy for building systems.
- Lack of Fire Suppression Sprinkler System.

It is our recommendation to consider relocating the fire administration staff to a new location, whether it would be an on-site addition (option 1) or a possible off-site location (option 2 with estimated space need of 5,000 S.F.), thus allowing renovation of the existing lower level into firefighter classroom training, distance learning production studio/classroom, and wellness center. The upper level requires a complete phased renovation; including all building systems (windows, HVAC, electrical, plumbing, fixtures, sprinkler system), and a building addition to correct dormitory/shower crowding and gender inequity issues.

- Option 1 - Estimated Cost for Administration on-site Addition:
  At 5000 S.F. @ $200 S.F. + Renovation: $3.7 to $4.3 million
- Option 2 - Estimated Cost: $2.7 to $3.3 million construction cost (relocating administration off site.)

Station #2
Station #2 has been plagued with design and construction problems since opening in 1999. The station lacks a vehicle exhaust system and we recommend that the issue be addressed in the near future.

Unfortunately, given the pressing needs of a future station, and priorities at station #1, #3, and #4 it is our recommendation that Bloomington continue to address the numerous other problems outlined in the body of this report through maintenance projects.

Estimated Costs:
Vehicle Exhaust: $10-15,000 per vehicle drop

Station #3
Station #3, located at 2301 Empire Street was formally a two company station serving both the community of Bloomington and the airport. With the completion of station #6, it no longer provides protection to the airport. With the exception of the noted College Ave area, the location of station #3 is good, with a controlled intersection off of Empire.

Station #3's building shell is in good condition, but like station #1 the building suffers numerous problems.

- An inadequate HVAC system, including no vehicle exhaust.
- Lack of sufficient fire fighter classroom space with no distant learning capability.
- Lack of adequate kitchen and food storage space.
- Lack of a dedicated wellness area.
- Crowded dormitory/shower areas with no gender equity.
- As with station #1, at forty years old the station is nearing the life expectancy of its building systems.

Five Bugles recommends a phased construction project to upgrade station #3 to a state of the art, two company station. Site constraints will allow two 40' x 60' additions; one in front of the station and one to the rear of the station. The additions, along with a complete renovation of the current interior would correct all deficiencies listed and serve Bloomington for decades to come.

Estimated Cost: $2.2 to $2.6 million construction cost

Station #4
The location of station #4 was universally viewed as very good. Unfortunately, the site size is extremely limited, allowing for little room to address current deficiencies through building expansion. Problems include; no space to meet with public visitors, crowded dormitory/shower area with no gender equity, no staff classroom training area, an inadequate kitchen, inadequate EMS storage, and lack of a dedicated wellness area. Station #4 also suffers from an inadequate HVAC system, including no vehicle exhaust, and an existing attic venting issue causing premature deterioration of roof shingles.

Given the excellent location of station #4, Five Bugles recommends prioritizing the above issues, and addressing the problems as allowed by site constraints. We believe a number of the issues listed above can be successfully addressed in a very cost effective manner with a phased project to selectively renovate portions of station #4, along with 4 small additions to address:

- Public space
- Renovated and enlarged kitchen facilities and new restroom.
- EMS storage, turn out gear, and laundry
- Wellness area

Additionally, the remodel should include a vehicle exhaust system.
Site limitations will not allow sufficiently sized additions to adequately address gender equity without land acquisition.

Estimated Cost: $680,000 to 750,000 construction cost

Station #6
Station #6, constructed largely with FAA funding in 2008, is an award winning station. Five bugles staff did meet with station staff. The building is experiencing fairly typical "commissioning" issues as construction issues are cleaned, and the building is lacking both a vehicle exhaust system.
As a new fire station, it is a beautiful facility.

Estimated Costs:
Vehicle Exhaust: $10-15,000 per vehicle drop

A floor plan of station 6 has been included for reference.

Fire Station Location Criteria

Five Bugles Design staff was requested to review locations of fire station sites within Bloomington. Recommendations of any areas where response could be improved by building a new space station, and the remodeling and/or replacement of certain stations that might not be meeting the response objectives of NFPA 1710. While a total comprehensive review of all response time capabilities of the department could not be completed within the framework of this short study, our final recommendations are based upon both existing conditions as they apply to response AND future considerations regarding community growth and impediments to existing response routes.

There are several existing response guides being used in the fire service. The guide that has been most widely accepted is the National Fire Protection Association Standard (NFPA) 1710. This document describes the sequence of events that lead to a fire response and provides clear and attainable goals for a community to achieve in compliance.

The most effective way to improve outcomes for both fire and medical emergency response is to reduce response time. By understanding the objectives of each step in the response sequence, a fire department can measure its current performance against these objectives. That information provides the necessary framework for assessing the cost of reducing response time during any of these steps. Additionally, GIS programs can provide invaluable assistance in developing response strategies.

Essentially, a community must decide their desired response and travel times. There are a number of factors that influence the selection of a specific response/travel time. All applicable factors must be considered when making a decision on a specific response/travel time for the community. Factors that should be included are:

- *What types of services are delivered by the fire department?* Does the department deliver both fire and emergency medical services, or fire service only? The delivery of emergency medical services is an important factor in selecting a response/travel time because of the need to provide initial service as rapidly as possible. Often times this service gets a lesser priority than fire response. However, if one thinks about the chances of saving a victim suffering a heart attack or other life threatening emergency, time becomes just as important to a successful outcome as it does with fire response.

- *What is a reasonable travel time for the community?* The selection of a response/travel time must be practical. A short response/travel time will enable a department to deliver service within a short period of time but will require more fire stations. Is there a prescription for travel times based upon the type of risk, hazard or demand? Certain hazards or occupancies types may require a faster response time. Response time standards for the community may have to reflect a variation based upon these types of considerations. The time(s) selected must provide a <u>balance</u> between service expectations and the ability of the community to provide the necessary stations and resources.

- *What is the size of the area served and the type and amount of resources that are available?* The community must consider the size of the area being served and the type and amount of resource available. Large rural regions normally have longer response times, larger geographic protection areas and fewer resources than suburban areas. For example, a county wide fire and emergency response service that is operated by volunteer personnel will most likely have longer response times than an urban or suburban area such as Bloomington that is staffed by career personnel.

The demographics of the areas being served and the traffic patterns during peak periods, as well as past fire and EMS activity must all be items of consideration.

The factors that lead up to a decision by a community to establish acceptable response times include (1) the use of historical fire and EMS response data, (2) demand for services, (3) the level of care the community wants to provide, and (4) the level of care that the community can realistically afford. There are three National Fire Protection Association (NFPA) Standards that contain time requirements that influence the delivery of fire and emergency medical services. These are NFPA 1221, Standard for the Installation, Maintenance, and use of Emergency Services Communications Systems; **NFPA 1710**, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Career Fire Departments; and NFPA 1720, Standard for the Organization and Deployment of Fire Suppression Operations, and Special Operations to the Public by Volunteer Fire Departments. For the city of Bloomington, **NFPA 1710** contains time objectives that shall be established by career fire departments as follows;

- *Turnout Time*: One minute (60 seconds) for turnout time

- *Fire Response Time*: Four minutes (240 seconds) or less for the arrival of the first arriving engine company at the scene of a fire suppression incident and/or eight minutes (480 seconds) or less for the deployment of a full first alarm assignment at a fire suppression incident.

- *First Responder or higher emergency medical response Time*: Four minutes (240 seconds) or less for the arrival of a unit with first responder or higher level capacity at an emergency medical incident.

- *Advanced life support response time*: Eight minutes (480 seconds) or less for the arrival of an advanced life support unit at an emergency medical incident, where service is provided by the fire department.

The standard states that the fire department shall establish a performance objective of not less that 90 percent for the achievement of each response time objective. NFPA 1710 does contain a time objective for dispatch time by requiring that "all communications facilities, equipment, staffing and operating procedures shall comply with NFPA 1221. For the purposes of **NFPA 1710** the following descriptions apply:

- *Dispatch time:* The point of receipt of the emergency alarm at the public answering point to the point that sufficient information is known to the dispatcher and applicable units are notified of the emergency.

- *Turnout time:* The time that begins when units acknowledge notification of the emergency to the beginning of response time.

- *Response time:* The time that begins when the units are en route to the emergency incident and ends when the units arrive on the scene.

Some communities may elect to adopt several response time standards for the various levels of risk in the community, or they may adopt one single response time standard for all risks. Here a ***risk*** refers to a location where the response may be made and the characteristic (i.e., fire potential, occupant exposure) at that location is at a higher level. Providing response/travel times based on the level of risk means that some areas will be reached in a shorter period of time than other areas. A single response time standard for the community or area served will

provide approximately the same level of initial response to all areas of the community. Some of the risks that may be considered for various response/travel times may be:

- *Sprinklered versus non-sprinklered:* The fully sprinklered building theoretically is at less risk than a non sprinklered building. An industrial park would be an example of an area where the vast majority of building would typically be sprinklered. The community may elect to place fire stations closer to non sprinklers property because of the ability of the sprinklers to put water on the fire.

- *Commercial versus residential:* The community may decide where the greater risk is located. Is there a greater risk in commercial property? At what time of day is the greater risk? Is the risk in residential properties greater in the later hours of the day?

- *Multifamily versus single family residential:* Is there greater risk in multifamily residential areas than single family residential areas? Fire station locations generally are influence by population factors.

Fire Department Site Considerations

If city officials and fire department administrative staff conclude that a new station is required to meet existing and future demands of the Bloomington community, the following information is offered as discussion information to consider. In considering potential sites for the construction of a new fire station within a community acceptable response times within the stations geographic response area, along with many other factors, is one of the most critical factors of a selection. To achieve acceptable response times, a careful analysis should be conducted that includes more than simply evaluating the distance from the proposed site to the borders of its response limits. Certainly this distance factor is very important to response, however, other important factors which should be considered in this review. The following information is offered to assist in evaluating potential sites:

- The site should be located on, or adjacent to, a main travel artery that provides good access, egress, visibility for responding fire department emergency apparatus, and adequate public alerting of the fire department incoming and departing fire equipment;

- Does the site location, and its proximity to a main artery, provide acceptable access to secondary streets that allow the fire department to effectively respond throughout its response areas;

- Does the main response artery have adequate street/shoulder width and shoulder construction for private automobiles, trucks with trailers, over the road truck/trailers, buses, etc. to safely pull off to the side of the road when a fire or EMS apparatus is coming up behind them;

- Is the main response artery a funneling point for industrial traffic or off loading of supplies, products or employees;

- Does the main response artery include an overabundance of traffic controls such as stop signs, or stop lights that could cause delays as a result of local traffic trying to find a safe place to get out of the way of responding fire apparatus;

- Does the site have significant commercial development where consumer traffic congestion could hamper emergency response or commuter safety;

- Does the main artery have schools, churches or other population dense developments that are located on it which may present a safety hazard for fire vehicles and the general public;

- Will the site selected provide rapid response to community "target hazards" that have been identified by the fire department? Target hazards can be defined as buildings which pose extreme threats from significant delays in response such as sites that use, store or handle hazardous materials, building which because of their construction or materials which are stored at the location can lead to rapid fire development, facilities which house community members who have health or age related issues which may require fire department manpower intervention in escape, areas of the community where water shortage or inadequate water volume and/or pressure could overwhelm the fire departments ability to extinguish the fire, and areas of the community where construction of older buildings with common fire walls are located;

    - Downtown building normally fit into this category because they typically share common fire walls which in many cases have been breached in one form or another, and can cause significant flame spread to attached buildings;
    - Generally no early warning fire detection systems with direct tie in to 911 center communications systems or other monitoring facilities exist in these older buildings. This lack of warning provides an opportunity for a fire to expand significantly within a building or to an adjacent building before being reported to a communications center;

- Are there railroad tracks that could impede fire apparatus from using main arteries or which could cause significant "back ups" in traffic when train traffic is present. If so, can private vehicles be able to safely get out of the way of fire apparatus;

    - Another issue that should be discussed is if the usage of the rail line a main line track where trains pass through the area, or is it one that there is a great amount of "switching cars" in industrial facilities that use rail transport systems for loading and offloading supplies or merchandise. The time of the intersection being closed can greatly influence sites desirability.

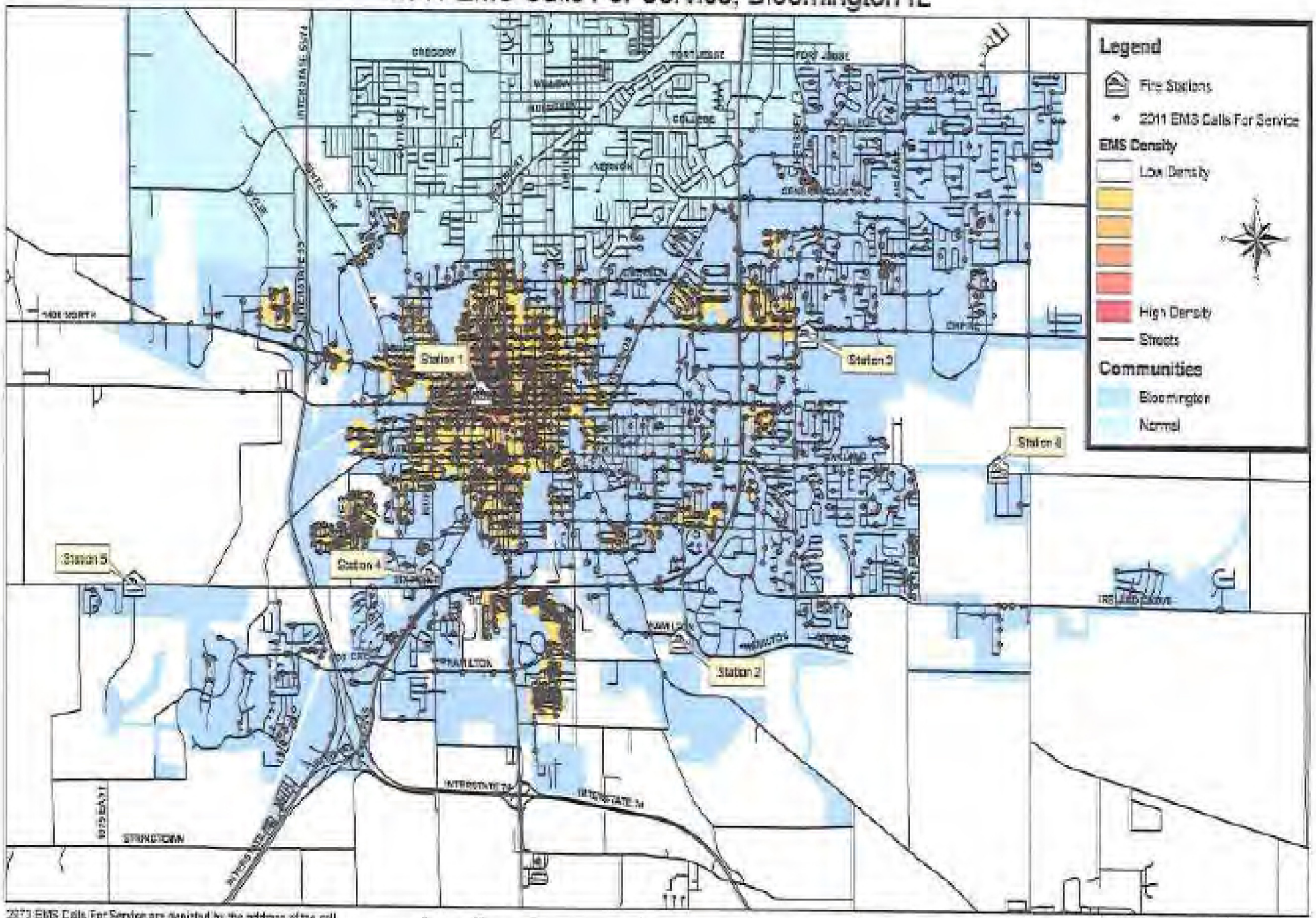
It is safe to say that often times there are no "Perfect" locations in a long established city such as Bloomington, without the arduous task of condemnation proceedings. Thus, a combination of the *majority* of positive station location factors that make a site acceptable may be the best selection alternative.

Conclusions

Based on our review of departmental response times and interviews with staff, it is our opinion that Bloomington, with the exception of the area north & east of station #3, is well served by current station locations and existing stations fall within NVPA 1710 guidelines. The area north and east of Station #3; near College Avenue, falls outside these guidelines with some response times in the 8-10 minute range. Five bugles recommends Bloomington consider serving the area with a new station, or intergovernmental agreements with normal.

We project the construction cost of a new station to be $2.4 million, based on 12,000 S.F. @ $200/S.F. The projected cost does not include site acquisition costs.

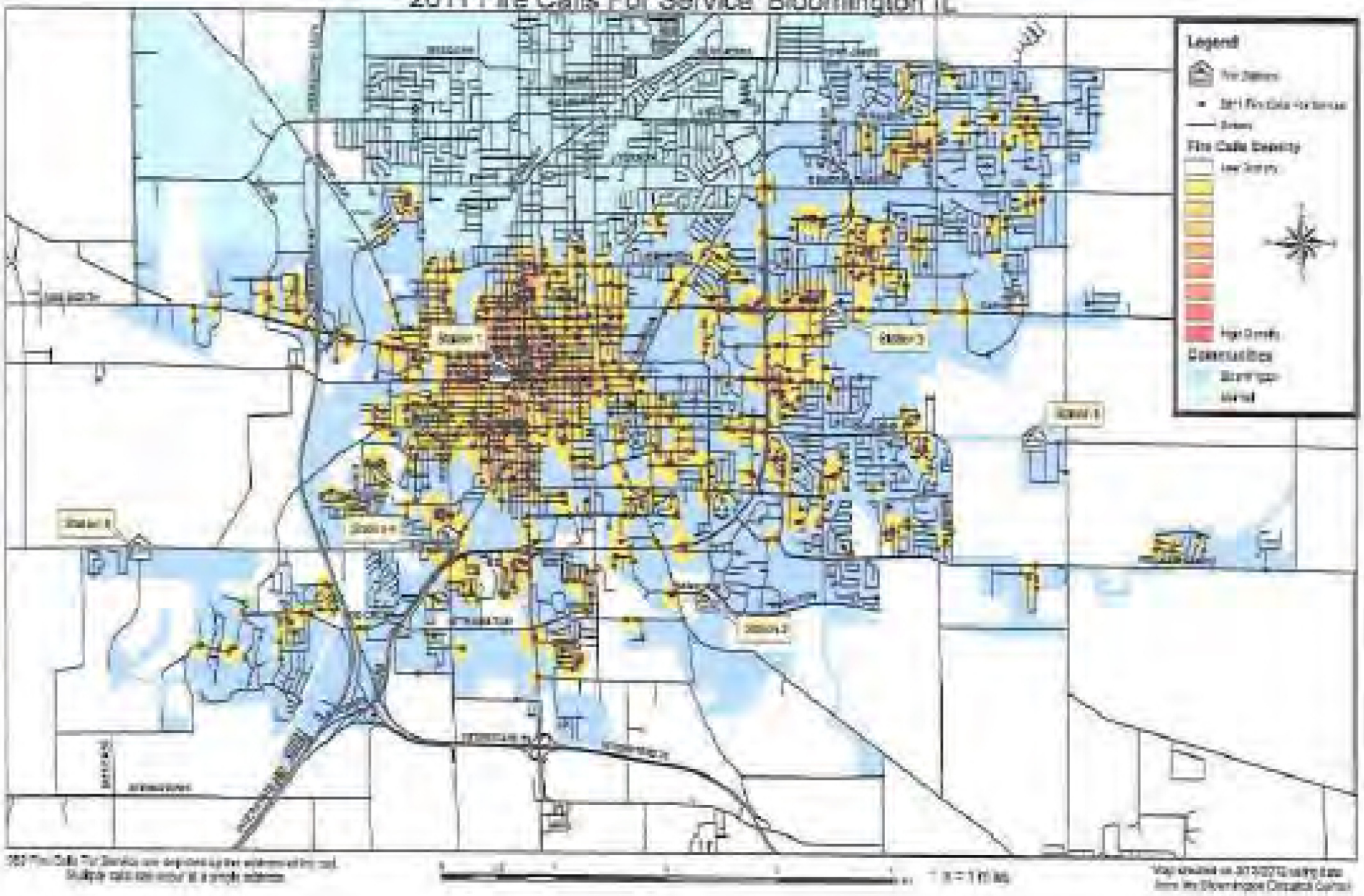
2011 EMS Calls For Service, Bloomington IL



2011 EMS Calls For Service are depicted by the address of the call.
Multiple calls can occur at a single address.

Map created on 2/13/2012 using data from the Bloomington Dispatch Center.

2011 Fire Calls For Service Bloomington IL



Multiple calls can occur at a single address.

Map created on 3/13/2012 using data from the Bloomington Dispatch Center

Bloomington Station #1
"The Headquarters Station"

Address:	**310 N. Lee Street**
Year of Construction:	**1973**
Station Size:	**14,469 Sq. Ft.**
Construction Materials:	**Brick Masonry**
Minimum # of Fire Fighters per shift:	**8**

Facility Issues and Considerations

The Two Story 1973 Station #1 houses 8 Fire Fighters per shift as well as the fire departments administrative staff. In the comments of one staff member, the station has been adapted, re-adapted, and adapted again. After nearly 40 years, station #1 continues to serve the community, but does exhibit numerous chronic problems.

1. Building ventilation is the number one concern voiced amongst staff. Temperature control throughout the station is not possible, particularly between the upper and lower levels. Maintaining adequate heat in the lower level results in oppressively warm temperatures in the upper level. Besides the human comfort/distraction factor, the existing system wastes a significant amount of energy.

2. The existing dormitory is extremely crowded, resulting in a number of personnel issues, snoring, etc... Fire Fighters reported inadequate ventilation and temperature control. Station #1 has zero gender equity. A situation, given current space usage conditions that can only be corrected with a building addition to house separate gender sleeping/shower room requirements.

3. Station 1 is not ADA compliant.

4. The apparatus bays are not served by a vehicle exhaust system.

5. The building is not served by an automatic fire suppression sprinkler system.

6. The brick building envelope shows effervesce. The masonry wall systems all show several significant stress cracks.

7. The existing classroom training area has numerous problems. Ventilation is extremely poor; one fire fighter reports fatigue from lack of oxygen after spending several hours in the room. The training room also has inadequate space to function properly. The building's facility Manager's office is located within the training room, causing numerous distractions for both parties.

8. Stairwells need cold air return.

9. Windows in the building are very limited and allow very limited natural lighting. In addition, they are single glazing and energy inefficient.

10. The existing kitchen space is not adequate for three shifts. Food preparation space is extremely limited, a separate pantry and refrigerator is needed for each shift.

11. The P/A Intercom is not distributed throughout the building, with several areas having zero P/A systems.

12. The stations exterior wood deck is deteriorated and in need of replacement.

13. Station #1 does not have an adequate wellness/physical fitness area.

Recommendations

Station #1 occupies 1 sq. block near downtown Bloomington. While the station, at almost forty years old, is nearing the life expectancy of many of its systems, it is our opinion that maintaining station #1 is in Bloomington's best interests. Site replacement with a similar site would likely exceed one million in cost and the process would no doubt require contentious eminent domain. As an alternative example, the national average of central career stations is 26,000 to 28,000 sq. ft. with construction costs of $200/s.f. In short, a replacement to station #1 could easily exceed 6.5 million.

Budgeting to correct the existing deficiencies of station #1 can be prioritized.

- The stations HVAC system should be completely updated, including a vehicle exhaust system for fire apparatus and a new automatic fire suppression sprinkler system.
- The station requires additional space for dormitory/gender equity issues, an upgraded and enlarged training area, a dedicated wellness/physical fitness area, and an enlarged kitchen area. Given the current site usage constraints, it is our recommendation that Bloomington consider renovating the fire department administration area with an addition to house the training/wellness areas option 1, or relocate the administrative group option 2 to an offsite location; either leased or new. Option 1 would require gutting the lower level, remodeling and increasing the size of the administration area with a small addition, along with a lower level addition under the dormitory/shower addition. Estimated total S.F. of new additions would 5000 S.F. Option 2 is relocating the administration group which would allow the renovation of the 4,000 s.f. lower level into a new classroom/training room equipped to produce long distance learning lectures. The lower level would also allow the renovation of a new wellness/physical fitness center. Existing shortfalls of kitchen/dorm/shower spaces could be rectified with a phased remodel of the upper level along with an addition located off the upper level public entry to contain new dormitory housing and shower rooms. The resulting facility would:

    - Provide State of the Art classroom training.
    - Meet current industry standards for housing fire fighters as well as correct gender equity issues.
    - Provide complete renovation of the stations mechanical, plumbing, electrical, and voice/data/I.T. systems.
    - Provide complete window replacement.
    - Provide for wellness/physical fitness.

Estimated Cost:

Option 1: $3.7 to 4.3 million
Option 2: $2.7 to 3.3 million

SPACE NEEDS SUMMARY

Project: Bloomington Fire Department

Location: Central Fire Station, Lee Street

Revisions:

Date: 01/31/12

FIRE DEPARTMENT PROGRAM

Apparatus Room							6828
Number of Bays		3	4	5	6	7	8
		Length					
		80	104	128	152	176	200
Depth	60	4800	6240	7680	9120	10560	12000
	80	6400	8320	10240	12160	14080	16000
	100	8000	10400	12800	15200	17600	20000

15,660	Overall Space Estimate

Fire Department Program	Length	x	Width	=	Sq. Ft.	Quantity	Totals	Notes
Engines	40	x	16	=	640	3	1920	
Ambulances	35	x	16	=	560	3	1680	
Ladder/Snorkel	60	x	16	=	960	1	960	
Telesquirt		x	16	=	16	0	0	
Special ops unit		x	16	=	16	0	0	
Boat/trailer		x	16	=	16	0	0	
Arson Unit	35	x	16	=	560	1	560	
Utility/pickup	24	x	16	=	384	2	768	
Haz Mat		x	16	=	16	0	0	
Port. Pump/trailer		x	16	=	16	0	0	
ATV/trailer		x	16	=	16	0	0	
Rehab unit		x	16	=	16	0	0	one will be at one of the other stations
HM-diking/booming		x	16	=	16	0	0	Station #6 with Red Cross supplies
Tanker	40	x	16	=	640	0	0	
Command vehicle	25	x	16	=	400	1	400	
Public Education Storage		x	16	=	16	0	0	
Port.lighting		x	16	=	16	0	0	
Police vehicle		x	16	=	16	0	0	
Vehicle Maint.bay		x	16	=	16	0	0	
Brush Buggy		x	16	=	16	0	0	
Survive Alive Trailer		x	16	=	16	0	0	
Mass Casualty		x	16	=	16	0	0	
Protective gear locker	2	x	2	=	4	35	140	35 firefighters
Chase vehicle	25	x	16	=	400	1	400	
		x	16	=	16	0	0	
Other		x	16	=	16	0	0	

6,828	Subtotal
1,366	Efficiency Ratio of 20%

8,194	Fire Department Program

SPACE NEEDS SUMMARY

Project: Bloomington Fire Department | **Location: Central Fire Station**

Revisions: | **Date: 01/31/12**

LIVING /ADMINISTRATION/ OFFICE SPACES

	Length	x	Width	=	Sq. Ft.	Quantity	Totals	Notes
Chief		x		=	0	0	0	
Asst Chief		x		=	0	0	0	
Deputy Chief		x		=	0	0	0	
Lieutenant		x		=	0	0	0	
Work Area	12	x	14	=	168	1	168	Study room or quiet room
Resource Library	8	x	8	=	64	1	64	training and public ed resources
Secretary's Office		x		=	0	0	0	
Communications Office	12	x	12	=	144	1	144	Combine capts office & comunications needs
Pub-Ed Office		x		=	0	0	0	
Training Office		x		=	0	0	0	
Communications/ IT		x		=	0	0	0	
Office/storage		x		=	0	0	0	
Record/report storage		x		=	0	0	0	
Honor guard storage	6	x	6	=	36	1	36	
Conference Room		x		=	0	0	0	
Exercise room	30	x	30	=	900	1	900	free weights, machines, aerobics etc
Day room	24	x	24	=	576	1	576	
Bedroom	10	x	12	=	120	12	1440	Includes future needs
Work Room / SCBA	8	x	10	=	80	1	80	all breathing apparatus needs
Laundry Room	12	x	14	=	168	1	168	Both house and turnout gear
Compressor Room	10	x	14	=	140	1	140	breathing air ans station air
Hose dryer		x		=	0	0	0	
Hose Tower		x		=	0	0	0	
Living space Storage	6	x	8	=	48	1	48	living supplies
Work Maintenance area	12	x	14	=	168	1	168	station and truck maint.
Training Room	30	x	30	=	900	1	900	
Kitchenette/dining		x		=	0	0	0	double of whatit is right now
Restrooms	6	x	6	=	36	3	108	1 dirty rest room, two living qtrs rest rooms
Shower/Locker Room		x		=	0	0	0	For 12 firefghters
Janitor's Closet	6	x	6	=	36	2	72	
Mechanical		x		=	0	0	0	
Entrance Vestibule		x		=	0	0	0	
Lower Level Stairs		x		=	0	0	0	
Maint.Supplies		x		=	0	0	0	
Other storage	20	x	20	=	400	1	400	
Elevator		x		=	0	0	0	
Fire investigations office	10	x	10	=	100	1	100	
Other		x		=	0	0	0	
Other		x		=	0	0	0	

5,512	Subtotal
1,102	Efficiency Ratio of 20%

6,614	Administration/Office Spaces

SPACE NEEDS SUMMARY

Project: Bloomington Fire Department

Location: Central Fire Station

Revisions:

Date: 01/31/12

EMS PROGRAM

	Length	x	Width	=	Sq. Ft.	Quantity	Totals	Notes
Ambulance	35	x	16	=	560	1	560	
EMS/Decon Storage	10	x	15	=	150	1	150	
Billing Office		x		=	0	0	0	
Storage Room		x		=	0	0	0	
Laundry Storage		x		=	0	0	0	
Decon Room		x		=	0	0	0	
Bunk Rooms		x		=	0	0	0	
Day Room		x		=	0	0	0	
Kitchen		x		=	0	0	0	
Restrooms		x		=	0	0	0	
regulated storage		x		=	0	0	0	
Administration		x		=	0	0	0	
EMS Protective Gear		x		=	0	0	0	
Other		x		=	0	0	0	
Other		x		=	0	0	0	
Other		x		=	0	0	0	
Other		x		=	0	0	0	

710	Subtotal
142	Efficiency Ratio of 20%

852	EMS Program Total

SPACE NEEDS SUMMARY

Project: Bloomington Fire Department

Location: Central Fire Station

Revisions:

Date: 01/31/12

SITE PROGRAM

	Length	x	Width	=	Sq. Ft.	Quantity	Totals	Notes
Fire Staff Parking	32	x	10	=	320	36	11520	all staff at the station
EMS Staff Parking		x	0	=	0	0	0	
Public Parking	32	x	10	=	320	8	2560	6 public and 2 handicapped
Fire Apparatus Apron	50	x	16	=	0	2	0	
Delivery Apron		x	0	=	0	1	0	
Outdoor Training		x	0	=	0	0	0	
Outdoor Patio	12	x	20	=	0	1	0	
Enclosed Dumpster		x	0	=	0	0	0	
Generator		x	0	=	0	1	0	In basement now, not total load pick up
Storm Water Treatment		x	0	=	0	0	0	
Heliport Pad		x	0	=	0	0	0	

14,080	Subtotal
2,816	Efficiency Ratio of 20%

16,896	Site Program Total

SPACE NEEDS SUMMARY

Project: Bloomington Fire Depatment

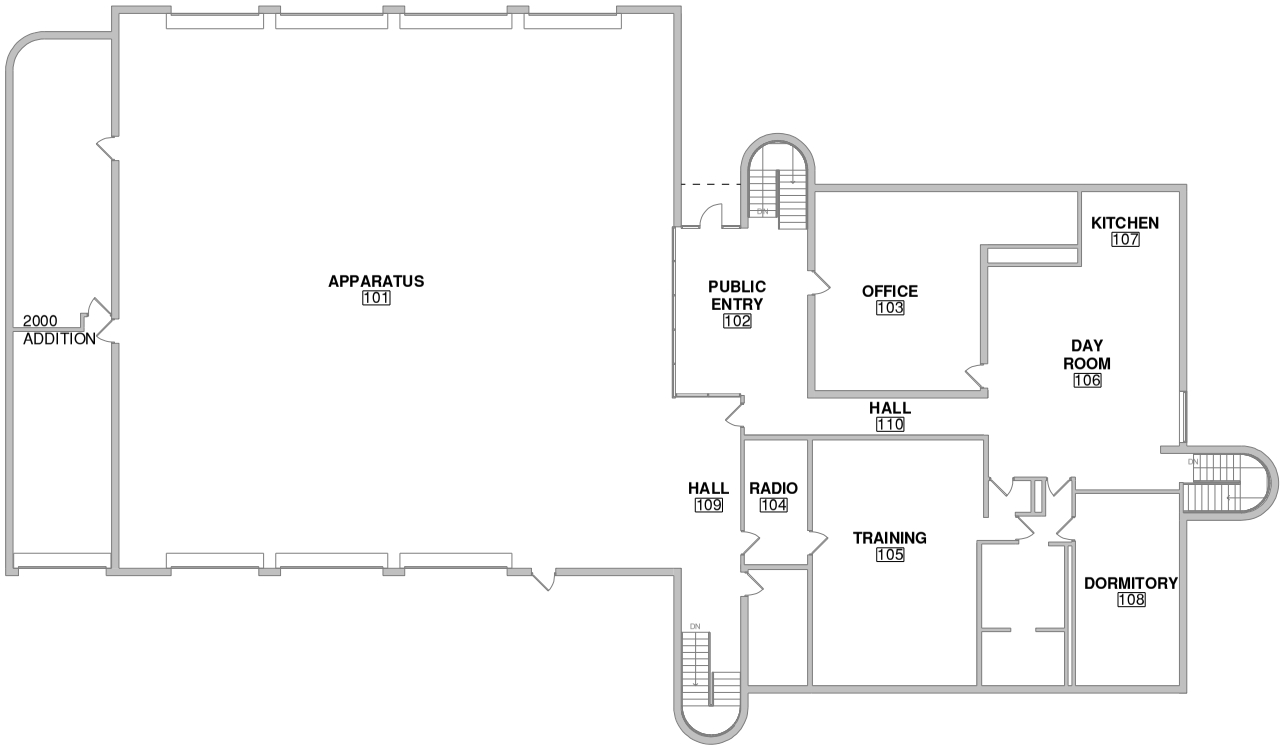
Location: Central Fire Station

Revisions:

Date: 01/31/12

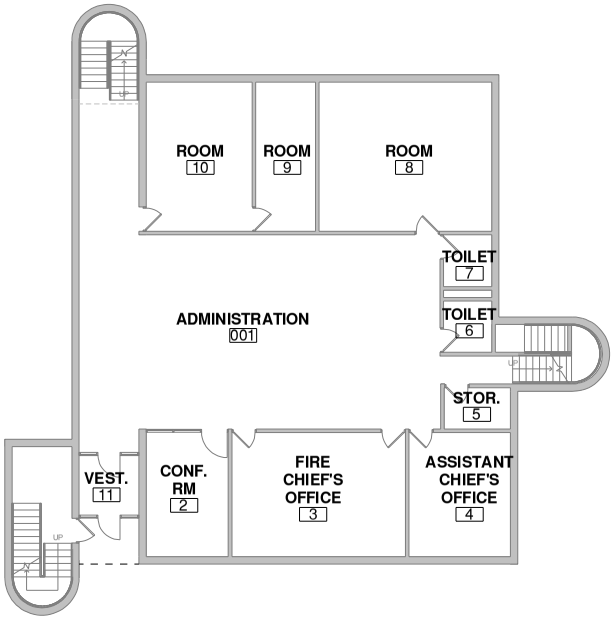
TOTALS	
Fire Department Apparatus	8,194
Fire Department Office, Administrative & Living Space	6,614
EMS Program	852
Site Program	16,896

15,660	Station footprint
32,556	Minimum Site Requirements



TOTAL AREA: 10,592 SQ. FT.

1 UPPER LEVEL
1/8" = 1'-0"



TOTAL AREA 4,057 SQ. FT.

2 LOWER LEVEL
1/8" = 1'-0"

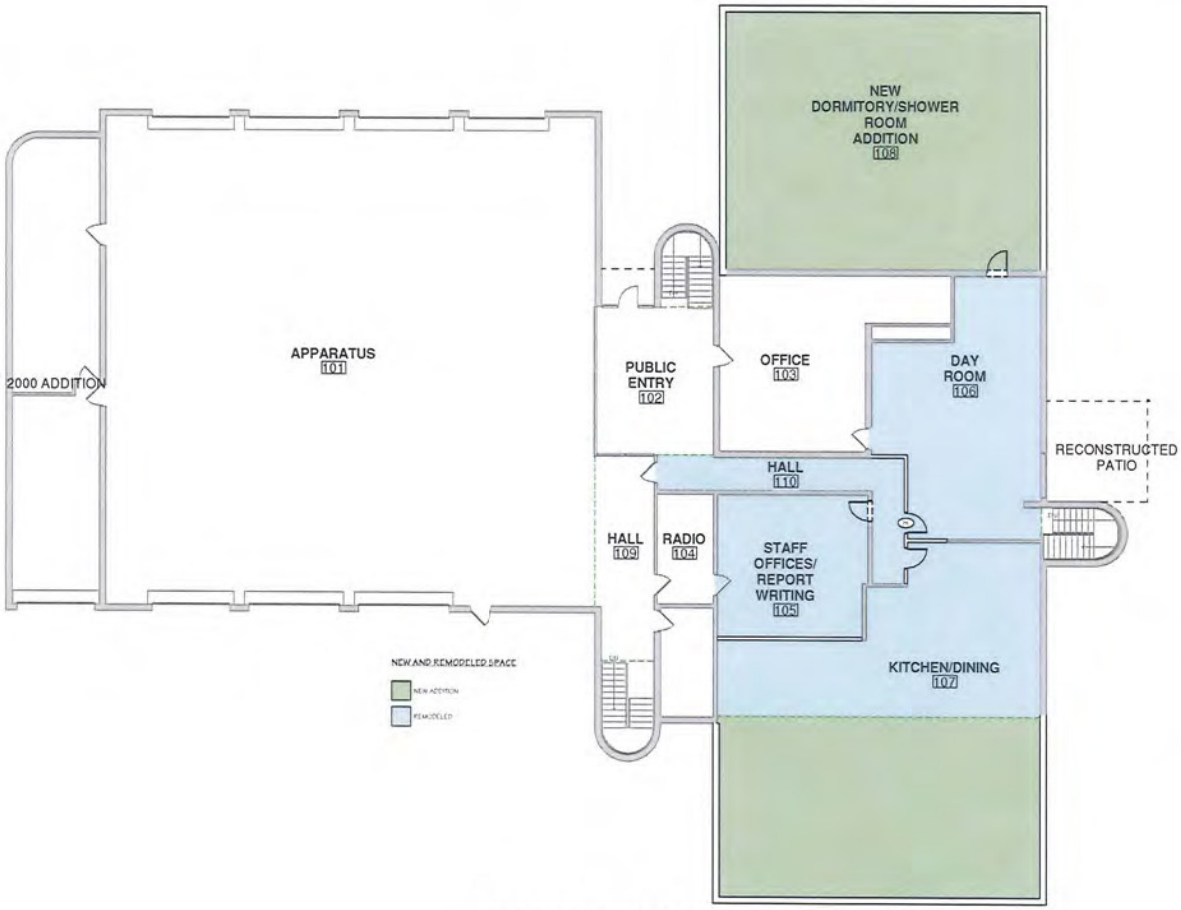
FIRE STATION NO. 1 - EXISTING CONDITIONS

04.12.2012

BLOOMINGTON, ILLINOIS

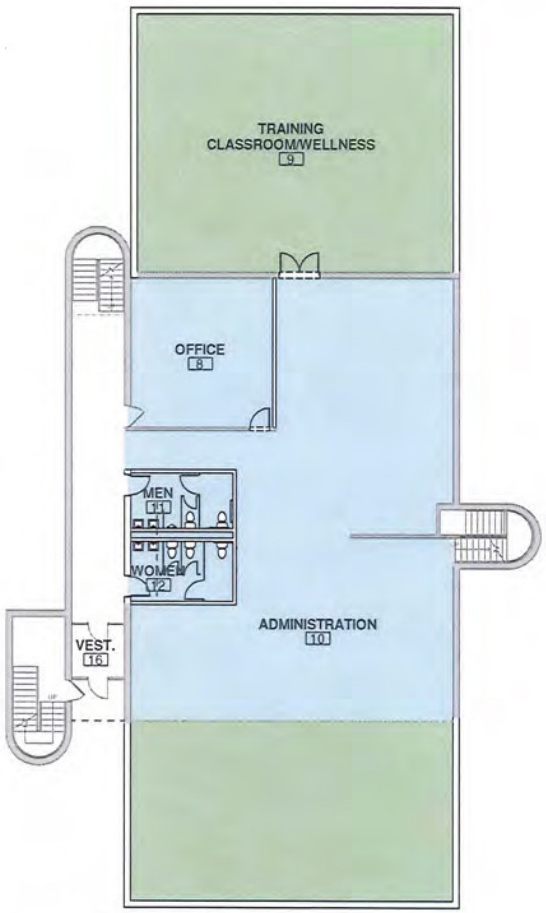
FIVE BUGLES DESIGN

PROJECT NUMBER: 11-106



NEW TOTAL AREA: 14,043 SQ. FT.

1 PROPOSED MAIN LEVEL PLAN



TOTAL AREA 6,829 SQ. FT.

2 PROPOSED LOWER LEVEL PLAN

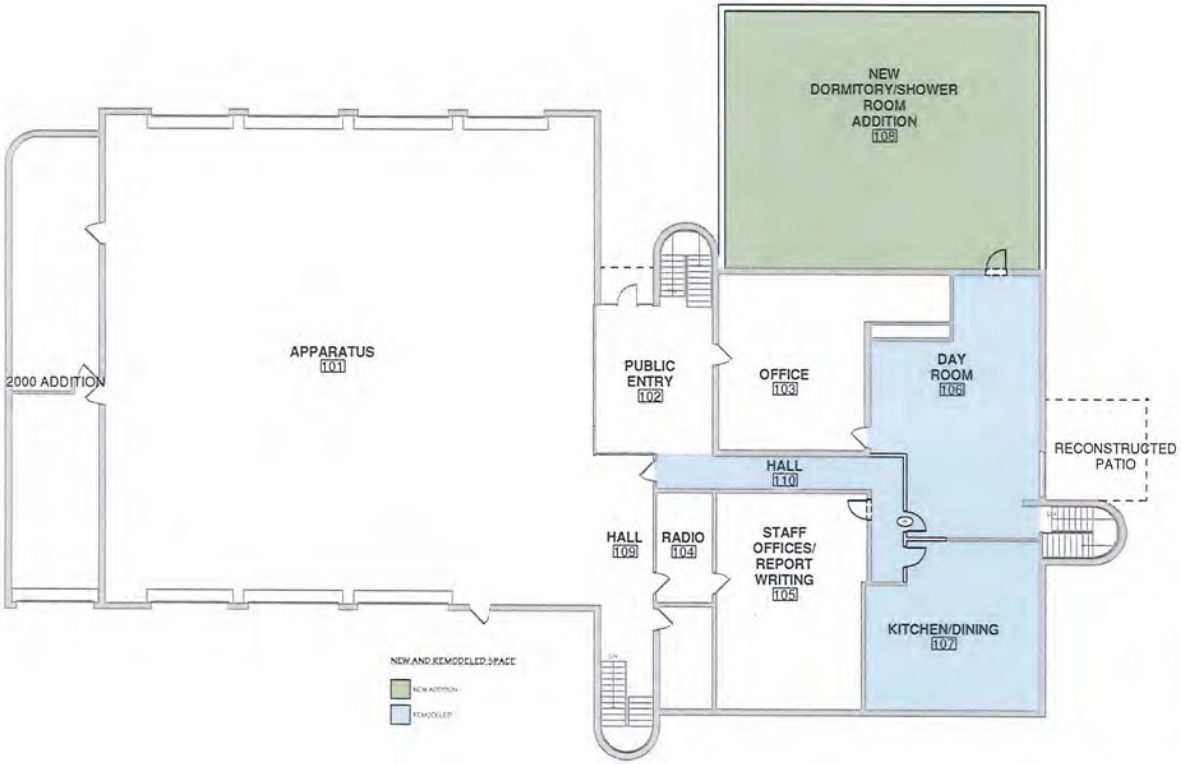
FIRE STATION NO. 1 - PROPOSED RENOVATION/ADDITION - OPTION 1

06.28.2012

BLOOMINGTON, ILLINOIS

FIVE BUGLES

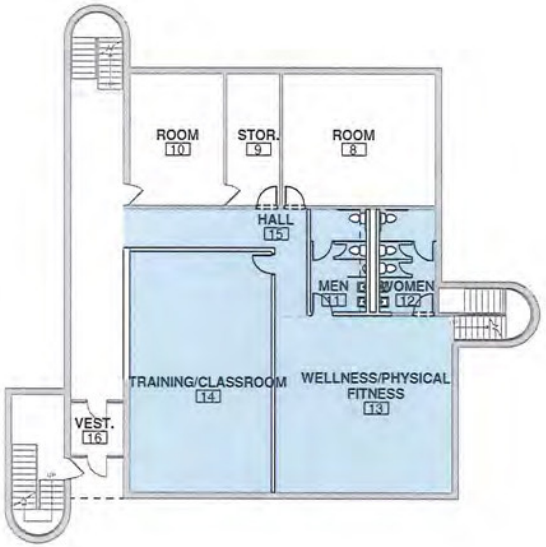
PROJECT NUMBER: 11-106



NEW TOTAL AREA: 13,651 SQ. FT.

*RELOCATE ADMINISTRATION OFFICES OFF SITE

1 PROPOSED MAIN LEVEL PLAN



TOTAL AREA 4,057 SQ. FT.

2 PROPOSED LOWER LEVEL PLAN

FIRE STATION NO. 1 - PROPOSED RENOVATION/ADDITION - OPTION 2

06.28.2012

BLOOMINGTON, ILLINOIS

FIVE BUGLES

PROJECT NUMBER: 11-106

Bloomington Station #2
"Southeast Station"

Address:	**1911 Hamilton Road**
Year of Construction:	**1998**
Station Size:	**9,334 Sq. Ft.**
Construction Materials:	**Brick Masonry**
Minimum # of Fire Fighters per shift:	**6**

Facility Issues and Considerations

Station #2 is a relatively new station; with construction in the winter of 1998, unfortunately it has been plagued with design and construction issues during much of its service life.

1. The facility has a history of significant moisture issues resulting from building envelope leaks and condensation.
2. The initial metal roof was poorly insulated resulting in condensation that was collected in 5 gallon buckets located in the attic. This situation resulted in numerous moisture problems corresponding with the building and its history of mold infestation. Abatement procedures were limited to encapsulating contaminated gypsum sheathing within a new metal soffit.
3. The buildings brick masonry continues to show effervesce.
4. The apparatus bays are not equipped with a vehicle exhaust system.
5. The training room does not have long distance learning technology.
6. Public visitors upon entering the station have immediate accessibility to the open radio room.
7. The station is not ADA Compliant.
8. The station has no gender equity, causing staffing issues for future female fire fighters.
9. Building HVAC controls do not provide an adequate level of control.
10. Rest Rooms suffer from poor insulation and poor ventilation.
11. The janitor closet has no ventilation and the light fixture periodically fills with water from leaks.
12. A sliding patio door serves as the primary staff entrance and has suffered deterioration.
13. The station's roof rain gutters continue to be an issue; filling with debris and overflowing in large event storms.

14. The existing patio is too small and functions only to collect windblown debris.

15 The existing kitchen is receiving new cabinetry but no increase in size.

16. The station water cooler does not work.

17. The dormitory suffers from inadequate ventilation.

18. The apparatus room turn out storage area does not drain properly.

19. The apparatus bays are crowded, and the apparatus has to be moved for training.

20. Apparatus metal halide light fixtures require several minutes to warm up and are not appropriate for an emergency response facility.

21. The EMS drug storage does have return air.

22. Staff has requested space for two report writing workstations.

23. A Captains shared office with 3 workstations is needed.

Recommendations

Station #2 has been plagued with design and construction problems since opening in 1999. Unfortunately, given the pressing needs of a future station, and priorities at station #1, #3, and #4 it is our recommendation that Bloomington continue to address the majority of the numerous problems outlined in the body of this report through maintenance projects. The apparatus bay vehicle exhaust system should be addressed immediately.

Estimated Costs:

Vehicle Exhaust: $10-15,000 per vehicle drop

SPACE NEEDS SUMMARY

Project: Bloomington Fire Department

Location: #2 Fire Station

Revisions:

Date: 01/31/12

FIRE DEPARTMENT PROGRAM

Apparatus Room							4526
Number of Bays		3	4	5	6	7	8
		Length					
		80	104	128	152	176	200
Depth	60	4800	6240	7680	9120	10560	12000
	80	6400	8320	10240	12160	14080	16000
	100	8000	10400	12800	15200	17600	20000

12,950	Overall Space Estimate

Fire Department Program	Length	x	Width	=	Sq. Ft.	Quantity	Totals	Notes
Engines	40	x	16	=	640	2	1280	
Ambulances	35	x	16	=	560	1	560	
Ladder/Snorkel	60	x	16	=	960	0	0	
Telesquirt	50	x	16	=	800	0	0	
Squad truck	40	x	16	=	640	1	640	
Boat/trailer		x	16	=	16	0	0	
Arson Unit	35	x	16	=	560	0	0	
Utility/pickup	24	x	16	=	384	0	0	
Haz Mat	40	x	16	=	640	1	640	increased elec demands, door on unit opens out from back
Port. Pump/trailer		x	16	=	16	0	0	
Work maintenance spaces	2	x	10	=	20	2	40	
Rehab unit		x	16	=	16	0	0	
haz mat trainng trailer	20	x	16	=	320	1	320	
Tanker	40	x	16	=	640	0	0	
Shelving for haz mat supplies	50	x	3	=	150	1	150	
Public Education Storage		x	16	=	16	0	0	
Port.lighting		x	16	=	16	0	0	
Police vehicle		x	16	=	16	0	0	
Vehicle Maint.bay		x	16	=	16	0	0	
Brush Buggy		x	16	=	16	0	0	
Survive Alive Trailer		x	16	=	16	0	0	
Mass Casualty		x	16	=	16	0	0	
Protective gear locker	2	x	2	=	4	21	84	
Chase vehicle	25	x	16	=	400	1	400	
lawn maint equip	20	x	20	=	400	1	400	
Hose racks	3	x	4	=	12	1	12	

4,526	Subtotal
905	Efficiency Ratio of 20%

5,431	Fire Department Program

SPACE NEEDS SUMMARY

Project: Bloomington Fire Department | **Location: #2 Fire Station**

Revisions: | **Date: 01/31/12**

LIVING /ADMINISTRATION/ OFFICE SPACES

	Length	x	Width	=	Sq. Ft.	Quantity	Totals	Notes
Chief		x		=	0	0	0	
Asst Chief		x		=	0	0	0	
Deputy Chief		x		=	0	0	0	
Captains	10	x	20	=	200	1	200	storage off the office space
Work Area	12	x	12	=	144	1	144	report writing etc.
	8	x	8	=	64	0	0	training and public ed resources
Secretary's Office		x		=	0	0	0	
Communications Office	12	x	12	=	144	1	144	Combine capts office & comunications needs
Pub-Ed Office		x		=	0	0	0	
Training Office		x		=	0	0	0	New training tower program may impact station
Communications/ IT		x		=	0	0	0	
Office/storage		x		=	0	0	0	
Record/report storage		x		=	0	0	0	
Honor guard storage	6	x	6	=	36	0	0	
Conference Room	14	x	20	=	280	0	0	training, study room, etc
Exercise room	30	x	30	=	900	1	900	free weights, machines, aerobics etc
Day room	30	x	24	=	720	1	720	
Bedroom	10	x	12	=	120	7	840	Includes future needs
Work Room / SCBA	12	x	10	=	120	0	0	all breathing apparatus needs
Laundry Room	10	x	10	=	100	1	100	Both house and turnout gear
Compressor Room	10	x	14	=	140	0	0	breathing air ans station air
Hose dryer		x		=	0	0	0	
Hose Tower		x		=	0	0	0	
Living space Storage	6	x	8	=	48	0	0	living supplies
Work Maintenance area	12	x	14	=	168	1	168	station and truck maint.
Training Room	40	x	22	=	880	1	880	New training tower program may impact station
Kitchenette/dining	30	x	35	=	1050	1	1050	sep. refrig & food lockers
Restrooms	6	x	6	=	36	3	108	1 downstairs
Shower/Locker Room	12	x	20	=	240	1	240	For 6 firefghters
Janitor's Closet	6	x	6	=	36	2	72	
Mechanical		x		=	0	0	0	
Entrance Vestibule	10	x	10	=	100	1	100	greet public - security issues
Lower Level Stairs		x		=	0	0	0	
Maint.Supplies		x		=	0	0	0	
Other storage	20	x	20	=	400	1	400	
Elevator		x		=	0	0	0	
Fire investigations office	10	x	10	=	100	0	0	
Other		x		=	0	0	0	
Other		x		=	0	0	0	

6,066	Subtotal
1,213	Efficiency Ratio of 20%

7,279	Administration/Office Spaces

SPACE NEEDS SUMMARY

Project: Bloomington Fire Department

Location: Station #2

Revisions:

Date: 01/31/12

EMS PROGRAM

	Length	x	Width	=	Sq. Ft.	Quantity	Totals	Notes
Ambulance	35	x	16	=	560	0	0	
EMS/Decon Storage	10	x	20	=	200	1	200	
Billing Office		x		=	0	0	0	
Storage Room		x		=	0	0	0	
Laundry Storage		x		=	0	0	0	
Decon Room		x		=	0	0	0	
Bunk Rooms		x		=	0	0	0	
Day Room		x		=	0	0	0	
Kitchen		x		=	0	0	0	
Restrooms		x		=	0	0	0	
regulated storage		x		=	0	0	0	
Administration		x		=	0	0	0	
EMS Protective Gear		x		=	0	0	0	
Other		x		=	0	0	0	
Other		x		=	0	0	0	
Other		x		=	0	0	0	
Other		x		=	0	0	0	

200	Subtotal
40	Efficiency Ratio of 20%

240	EMS Program Total

SPACE NEEDS SUMMARY

Project: Bloomington Fire Department

Location: #2 Fire Station

Revisions:

Date: 01/31/12

SITE PROGRAM

	Length	x	Width	=	Sq. Ft.	Quantity	Totals	Notes
Fire Staff Parking	32	x	10	=	320	50	16000	training facility may impact requirfements
EMS Staff Parking		x	0	=	0	0	0	
Public Parking	32	x	10	=	320	7	2240	2 handicapped, 2 public, Safe house statis
Fire Apparatus Apron	50	x	60	=	3000	1	3000	
EMS Apparatus Apron	50	x	60	=	3000	1	3000	going to be short with construction
Outdoor Training		x	0	=	0	0	0	
Outdoor Patio	10	x	20	=	200	1	200	
Enclosed Dumpster	6	x	8	=	48	1	48	One is needed or additional space (enclosed)
Generator	6	x	6	=	36	1	36	
Storm Water Treatment		x	0	=	0	0	0	
Heliport Pad		x	0	=	0	0	0	

24,524	Subtotal
4,905	Efficiency Ratio of 20%

29,429	**Site Program Total**

SPACE NEEDS SUMMARY

Project: Bloomington Fire Depatment

Location: #2 Fire Station

Revisions:

Date: 01/31/12

TOTALS	
Fire Department Apparatus	5,431
Fire Department Office, Administrative & Living Space	7,279
EMS Program	240
Site Program	29,429

12,950	Station footprint
42,379	Minimum Site Requirements

Bloomington Fire Department

Training Class Report Roll Call

Date:	Time:	Description:
01/31/2012	15:00	Operations and Planning

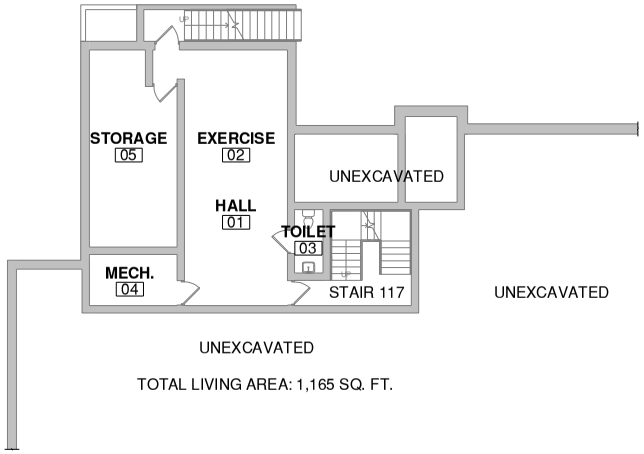
Category: 100.07 Operations and Planning
Method: LP Combined Lecture and Practical
Location: 02 2 Station
Agency: BFD Bloomington Fire Dept

Instructors: Signature

Station: 2 **Unit:** **Default Hrs:** 1.00 **Hrs Pd:** 1.00 **Pts:** 0.00

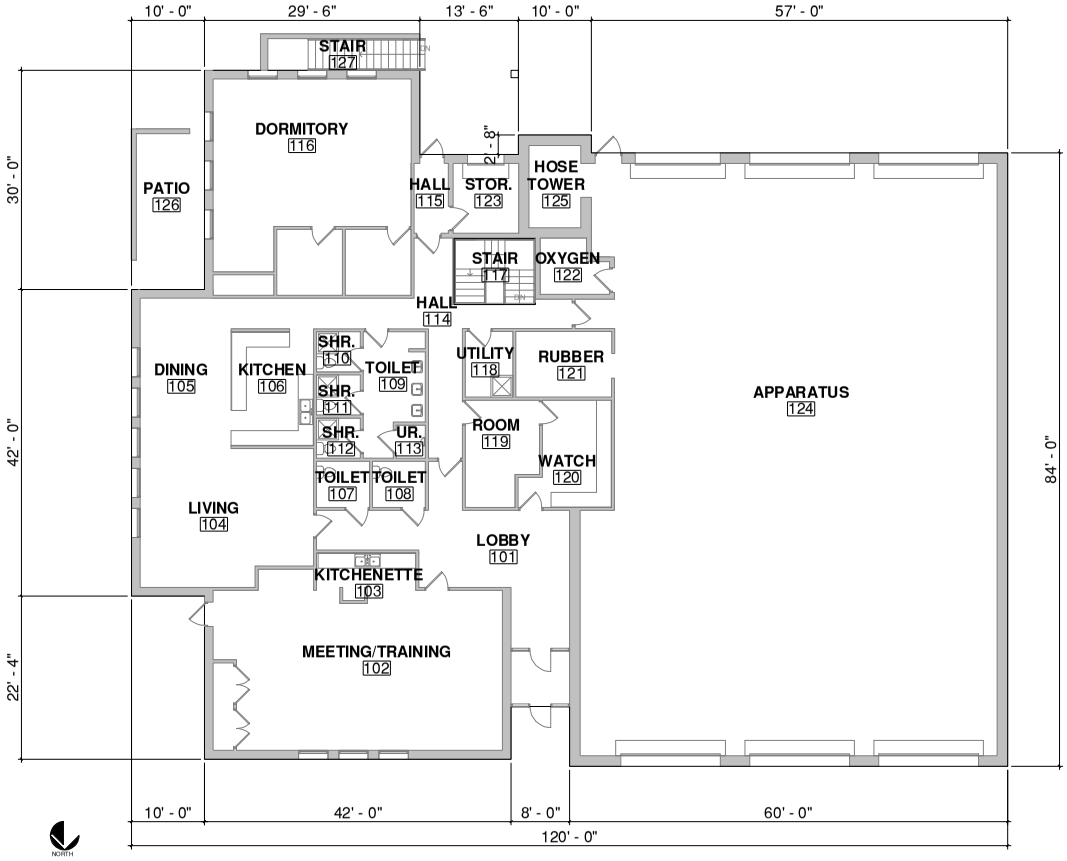
Staff Id	Name	Present
9100	Fisher, Gregory T	Signature
5633	Fry, Michael A	Signature
7663	Hoeniges, Joseph M	Signature
10020	Plase, Joshua P	Signature
4497	Smith, Gary D	Signature
6168	Talley, Thomas D	Signature
4626	West, Eric C	Signature
7819	White, David C	Signature

Notes: Classes that relate to the operation and/or planning of the fire department



TOTAL LIVING AREA: 1,165 SQ. FT.

2 LOWER LEVEL
1/8" = 1'-0"



TOTAL AREA: 9, 334 SQ. FT.

1 MAIN LEVEL
1/8" = 1'-0"

FIRE STATION NO. 2 - EXISTING CONDITIONS

04.12.2012

BLOOMINGTON, ILLINOIS

FIVE BUGLES DESIGN

PROJECT NUMBER: 11-106

Bloomington Station #3
"The Northeast Station"

Address:	**2301 E. Empire**
Year of Construction:	**1975**
Station Size:	**10,500 Sq. Ft.**
Construction Materials:	**Reinforced Concrete**
Minimum # of Fire Fighters per shift:	**5**

Facility Issues and Considerations

Prior to the completion of Station #6 in 2009 Station #3 was a two company station serving both Bloomington and the Airport. Currently the station functions as a single company station.

1. Staff reports a considerable delay in response times to portions of the N.E. sectors of Bloomington near the end of College Ave. Response times in this area exceed recommendations of NFPA 1710, and can amount to 8 – 10 minutes.

2. Bloomington is considering the option of converting station #3 back to a two company station.

3. Due to the airport security fence, site parking is limited.

4. The property is jointly owned
   75% Airport
   25% City

5. Station energy conservation is inadequate. The station walls are cast in place concrete with no insulation. Glazing is single pane. Windows are also fixed, inoperable units allowing no ventilation. Maintaining uniform temperatures is not possible. In winter months interior areas next to the un-insulated concrete walls drop considerably.

6. The station is not equipped with an automatic fire suppression sprinkler system.

7. Kitchen facilities are significantly undersized and inadequate.

8. Station #3 has no gender equity in the dormitory or shower rooms.

9. Station #3 has no dedicated exercise/ wellness room.

10. The training room is too small and does not have long distance learning capabilities.

11. Turn out gear storage is not adequate.

12. The stations HVAC and control system is inadequate and is in poor condition. The building was constructed with below grade ductwork that partially fills with water from time to time, resulting in problems with odors and possible health issues.

13. The station was re-roofed in 1996.

14. The station lacks a garbage can enclosure.

15. The station is not equipped with a vehicle exhaust system.

16. Station #3 has no functional SCBA system.

17. The facility has no storage for exterior lawn equipment.

18. EMS needs 2 workstations for report writing.

Recommendations

Station #3 was constructed in 1975 with majority funding by the FAA. The stations design included mandated FAA requirements in the reinforced concrete building envelope. 37 years later the stations shell, while esthetically dated, is in remarkably good shape with the exception of the College Ave area. Staff reports the Empire Street site as a good response location. It is our opinion that with a phased renovation/building addition process that allows continuous occupancy, station #3 can be upgraded to a state of the art facility in a cost effective manner. The site will allow two 40' x 60' additions; one located in the front of the station and one located in the rear. On site vehicle turning radiuses, the airport security fence, and building setback requirements reduce available options for building additions to these two areas. The resulting 4800 sq. ft. additions, coupled with a complete renovation of existing interiors, new HVAC, vehicle exhaust, and fire sprinkler system, would substantially correct the existing deficiencies listed for kitchen space, building energy usage, staff environmental comfort, training space, exercise space, and dormitory/gender equity.

An added incentive would be a general updating and curb appeal of station #3 from Empire Street.

Estimated Cost:

$2.2 to $2.6 million Construction Cost

SPACE NEEDS SUMMARY

Project: Bloomington Fire Department

Location: #3 Fire Station

Revisions:

Date: 01/31/12

FIRE DEPARTMENT PROGRAM

Apparatus Room							4856
Number of Bays		3	4	5	6	7	8
		Length					
		80	104	128	152	176	200
Depth	60	4800	6240	7680	9120	10560	12000
	80	6400	8320	10240	12160	14080	16000
	100	8000	10400	12800	15200	17600	20000

9,396	Overall Space Estimate

Fire Department Program	Length	x	Width	=	Sq. Ft.	Quantity	Totals	Notes
Engines	40	x	16	=	640	2	1280	future
Ambulances	35	x	16	=	560	2	1120	newer ambulance require additional space
Ladder/Snorkel	60	x	16	=	960	2	1920	1 for the airport & reserve
Telesquirt	50	x	16	=	800	0	0	
Squad truck	40	x	16	=	640	0	0	
Boat/trailer		x	16	=	16	0	0	
Arson Unit	35	x	16	=	560	0	0	
Utility/pickup	24	x	16	=	384	0	0	
Haz Mat	40	x	16	=	640	0	0	0
Port. Pump/trailer		x	16	=	16	0	0	
Work maintenance spaces	2	x	10	=	20	0	0	minimal repairs
Rehab unit		x	16	=	16	0	0	
haz mat trainng trailer	20	x	16	=	320	0	0	
Driving simulator vehicle	40	x	16	=	640	0	0	not determined where it will go
Shelving for haz mat supplies	50	x	3	=	150	0	0	
Public Education Storage		x	16	=	16	0	0	
Port.lighting		x	16	=	16	0	0	
Police vehicle		x	16	=	16	0	0	
Vehicle Maint.bay		x	16	=	16	0	0	
Brush Buggy		x	16	=	16	0	0	
Survive Alive Trailer		x	16	=	16	0	0	
Mass Casualty		x	16	=	16	0	0	
Protective gear locker	2	x	2	=	4	34	136	
Chase vehicle	25	x	16	=	400	1	400	future consideration
lawn maint equip	20	x	20	=	400	0	0	
Hose racks	3	x	4	=	12	0	0	

4,856	Subtotal
971	Efficiency Ratio of 20%

5,827	Fire Department Program

SPACE NEEDS SUMMARY

Project: Bloomington Fire Department | **Location: Station #3**

Revisions: | **Date: 01/31/12**

LIVING /ADMINISTRATION/ OFFICE SPACES

	Length	x	Width	=	Sq. Ft.	Quantity	Totals	Notes
Chief		x		=	0	0	0	
Asst Chief		x		=	0	0	0	
Deputy Chief		x		=	0	0	0	
Captains	10	x	14	=	140	1	140	more storage, bigger work station
Work Area		x		=	0	0	0	
study area		x		=	0	0	0	classroom is used for study
Secretary's Office		x		=	0	0	0	
Watch Office		x		=	0	0	0	need an additional computer station
Pub-Ed Office		x		=	0	0	0	
Training Office		x		=	0	0	0	
Communications/ IT		x		=	0	0	0	
Office/storage		x		=	0	0	0	
Record/report storage		x		=	0	0	0	
Honor guard storage		x		=	0	0	0	
Conference Room		x		=	0	0	0	
Exercise room	30	x	30	=	900	1	900	
Day room	30	x	35	=	1050	1	1050	space is ok but additional staff and config. Is lacking
Bedroom	12	x	10	=	120	5	600	future staffing will impact that number
Work Room / SCBA		x		=	0	0	0	on appataus floor
Laundry Room		x		=	0	0	0	in mechanical room
Compressor Room		x		=	0	0	0	on apparatus room
Hose dryer		x		=	0	0	0	
Hose Tower		x		=	0	0	0	
Living space Storage		x		=	0	0	0	
Work Maintenance area		x		=	0	0	0	
Training Room		x		=	0	0	0	
Kitchenette/dining	12	x	16	=	192	0	0	dining space OK but kitchen way too small
Restrooms		x		=	0	0	0	staff changes wiil affect, no dirty bathroom
Shower/Locker Room		x		=	0	0	0	
Janitor's Closet	4	x	6	=	24	2	48	apparatus floor & living quarters
Mechanical		x		=	0	0	0	
Entrance Vestibule		x		=	0	0	0	
Lower Level Stairs		x		=	0	0	0	
Maint.Supplies		x		=	0	0	0	
Other storage		x		=	0	0	0	
Elevator		x		=	0	0	0	
Fire investigations office		x		=	0	0	0	
outside storage room	6	x	6	=	36	1	36	
Other		x		=	0	0	0	

2,774	Subtotal
555	Efficiency Ratio of 20%

3,329	Administration/Office Spaces

SPACE NEEDS SUMMARY

Project: Bloomington Fire Department

Location: Station #3

Revisions:

Date: 01/31/12

EMS PROGRAM

	Length	x	Width	=	Sq. Ft.	Quantity	Totals	Notes
Ambulance	35	x	16	=	560	0	0	
EMS/Decon Storage	10	x	20	=	200	1	200	lighting is important
Billing Office		x		=	0	0	0	
Storage Room		x		=	0	0	0	
Laundry Storage		x		=	0	0	0	
Decon Room		x		=	0	0	0	
Bunk Rooms		x		=	0	0	0	
Day Room		x		=	0	0	0	
Kitchen		x		=	0	0	0	
Restrooms		x		=	0	0	0	
regulated storage		x		=	0	0	0	
Administration		x		=	0	0	0	
EMS Protective Gear		x		=	0	0	0	
Other		x		=	0	0	0	
Other		x		=	0	0	0	
Other		x		=	0	0	0	
Other		x		=	0	0	0	

200	Subtotal
40	Efficiency Ratio of 20%
240	EMS Program Total

SPACE NEEDS SUMMARY

Project: Bloomington Fire Department | **Location: Station #3**

Revisions: | **Date: 01/31/12**

SITE PROGRAM

	Length	x	Width	=	Sq. Ft.	Quantity	Totals	Notes
Fire Staff Parking	32	x	10	=	320	16	5120	future staffing will inpact #
EMS Staff Parking		x	0	=	0	0	0	
Public Parking	32	x	10	=	320	4	1280	2 handicapped, 2 public, Safe house status
Fire Apparatus Apron	50	x	60	=	3000	1	3000	aprons should be wider, curb
EMS Apparatus Apron	50	x	60	=	3000	1	3000	going to be short with construction
Outdoor Training		x	0	=	0	0	0	
Outdoor Patio	10	x	20	=	200	1	200	
Enclosed Dumpster	6	x	8	=	48	1	48	One is needed or additional space (enclosed)
Generator	6	x	6	=	36	1	36	in mechanical room
Storm Water Treatment		x	0	=	0	0	0	
Heliport Pad		x	0	=	0	0	0	

12,684	Subtotal
2,537	Efficiency Ratio of 20%

15,221	**Site Program Total**

SPACE NEEDS SUMMARY

Project: Bloomington Fire Depatment

Location: Station #3

Revisions:

Date: 01/31/12

TOTALS	
Fire Department Apparatus	5,827
Fire Department Office, Administrative & Living Space	3,329
EMS Program	240
Site Program	15,221

9,396	Station footprint
24,617	Minimum Site Requirements

Bloomington Fire Department

Training Class Report Roll Call

Date:	Time:	Description:
02/01/2012	08:30	Operations and Planning

Category: 100.07 Operations and Planning
Method: LP Combined Lecture and Practical
Location: 03 3 Station
Agency: OTHER Other Agency

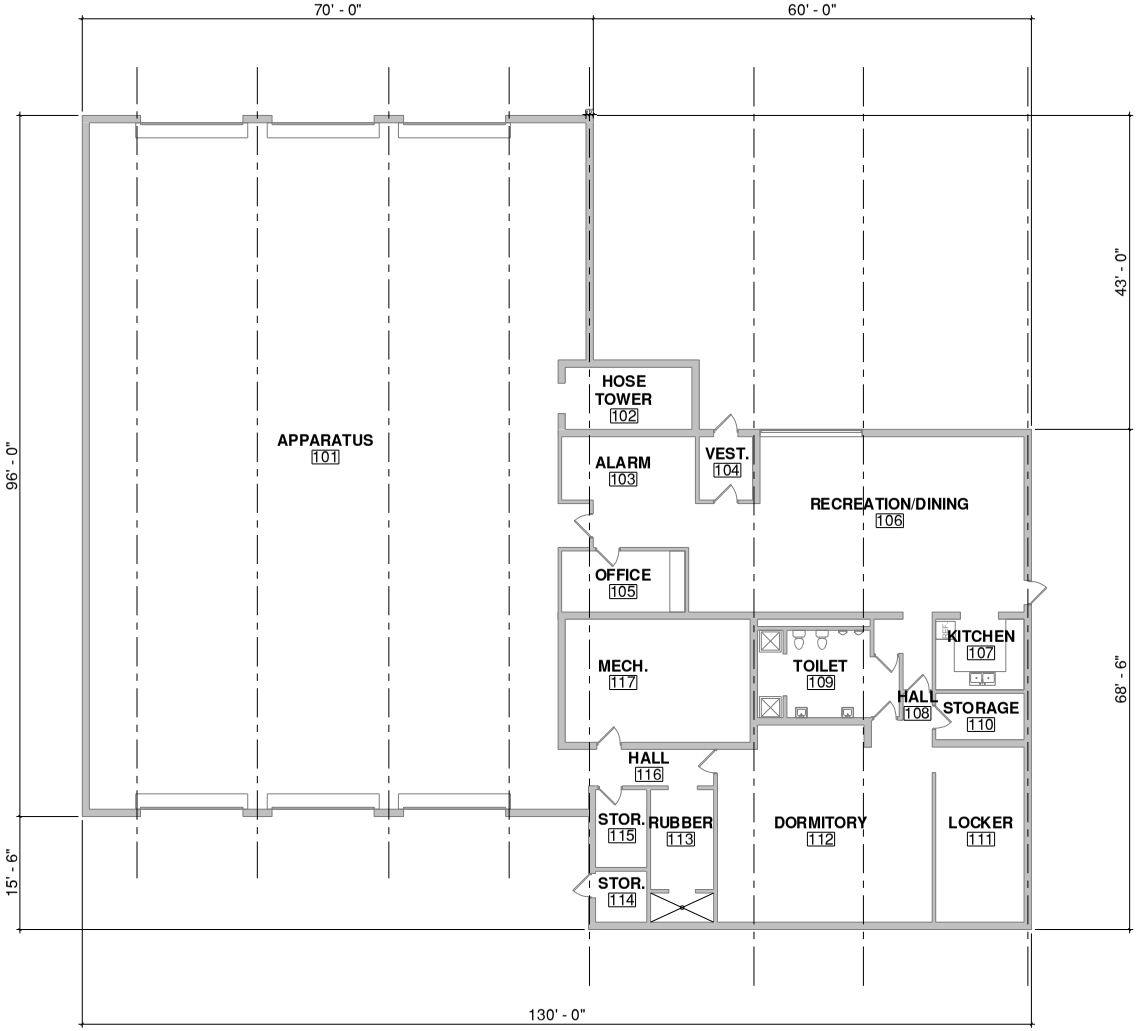
Instructors:
Signature

Station: 3 **Unit:** **Default Hrs:** 1.75 **Hrs Pd:** 1.75 **Pts:** 0.00

Staff Id	Name	Present
7828	Anglin, Jason P	Signature
3746	Berkley, Gene C	Signature
8117	Dowell, Christopher R	Signature
8853	Friend, Frank C	Signature
3747	Pouliot, Kenneth T	Signature
4497	Smith, Gary D	Signature

Notes: Classes that relate to the operation and/or planning of the fire department

Meeting with five bugles design group.
02/01/2012 08:50:39 Gary Smith



TOTAL AREA: 10,500 SQ. FT.

NORTH

1 FIRST FLOOR
1/8" = 1'-0"

FIRE STATION NO. 3 - EXISTING CONDITIONS

04.12.2012

BLOOMINGTON, ILLINOIS

FIVE BUGLES DESIGN

PROJECT NUMBER: 11-106

1 MAIN LEVEL
1/8" = 1'-0"

FIRE STATION NO. 3 - PROPOSED RENOVATION/ADDITION

04.12.2012

BLOOMINGTON, ILLINOIS

FIVE BUGLES DESIGN

PROJECT NUMBER: 11-106

Bloomington Station #4
"The Southwest Station"

Address:	**1705 S. Morris Ave**
Year of Construction:	**1991**
Station Size:	**5703 Sq. Ft.**
Construction Materials:	**Brick Masonry/ Wood Framed Roof**
Minimum # of Fire Fighters per shift:	**5**

Facility Issues and Considerations

1. Staff reports that the location of station #4 allows for good response times. There were no negative comments about the station location.
2. Station #4 is served by a sole dormitory that doubles use as an exercise room.
3. The Dormitory and only rest room areas are separated from administrative, living, and kitchen spaces by the drive through apparatus bays.
4. EMS storage is not adequate.
5. Lawn equipment storage is inadequate.
6. The station needs a dedicated laundry area.
7. Turn out gear storage is inadequate.
8. There is not a training classroom. Long distance learning capabilities do not exist.
9. Public visitors enter immediately into the staff day room, a private area.
10. The kitchen facilities area is dated and too small.
11. The station lacks an adequate SCBA cleaning area.
12. There is no captain's office.
13. There is no gender equity in dormitory or shower areas.
14. Station #4 appears to lack proper attic ventilation, caused by the apparatus bay masonry wall extending to the roof deck. The result is premature deterioration of roof shingles, particularly on the southern exposure.

15. There is no vehicle exhaust system.

16. Apparatus exiting grades are currently hindered by the location and grading of an existing catch basin. This situation is expected to be corrected during the reconstruction of Morris Ave.

Recommendations

Given the available expansion constraint imposed by the existing site, expansion possibilities are extremely limited. In our discussions with station staff, we have prioritized station deficiencies and believe the majority of issues can be addressed in a cost effective manner with small building additions, one at each corner of the building, along with subsequent interior renovation. We would anticipate this would be a phased construction project, allowing continuous occupancy, and accomplishing the following:

1. Installation of a vehicle exhaust system.

2. Provide selective demolition of the masonry wall with in the attic space to allow proper attic ventilation in conjunction with re-roofing.

3. The construction of 4 additions:

   - **Addition #1**
     Would provide for a public greeting area, include two dedicated staff workstations, and allow space for staff briefings. Subsequent remodeling of adjacent spaces would allow a public restricted day room, and conversion of the existing workstation to a captain's office.

   - **Addition #2**
     Would provide for exterior storage of lawn equipment. More importantly the addition would allow the remodel of current storage into a new expanded kitchen facility along with an increased mechanical room to house a renovated/upgraded mechanical system, and a new single sex rest room to serve the south side.

   - **Addition #3**
     Would allow a dedicated turn out fear room, a dedicated laundry area, and provide an increased EMS storage area through subsequent remodeling.

   - **Addition #4**
     Would provide for an exercise room.

Gender equity issues cannot be addressed at station #4 in a cost effective manner without additional site size.

Estimated Cost:
$680,000 to $750,000 construction cost

SPACE NEEDS SUMMARY

Project: Bloomington Fire Department

Location: Station #4

Revisions:

Date: 01/31/12

FIRE DEPARTMENT PROGRAM

Apparatus Room							2544
Number of Bays		3	4	5	6	7	8
		Length					
		80	104	128	152	176	200
Depth	60	4800	6240	7680	9120	10560	12000
	80	6400	8320	10240	12160	14080	16000
	100	8000	10400	12800	15200	17600	20000

7,925	Overall Space Estimate

Fire Department Program	Length	x	Width	=	Sq. Ft.	Quantity	Totals	Notes
Engines	40	x	16	=	640	0	0	
Ambulances	35	x	16	=	560	1	560	
Ladder/Snorkel	60	x	16	=	960	1	960	
Telesquirt	50	x	16	=	800	1	800	
Special ops unit		x	16	=	16	0	0	
Boat/trailer		x	16	=	16	0	0	
Arson Unit	35	x	16	=	560	0	0	
Utility/pickup	24	x	16	=	384	0	0	
Haz Mat		x	16	=	16	0	0	
Port. Pump/trailer		x	16	=	16	0	0	
ATV/trailer		x	16	=	16	0	0	
Rehab unit		x	16	=	16	0	0	
HM-diking/booming		x	16	=	16	0	0	
Tanker	40	x	16	=	640	0	0	
Command vehicle	25	x	16	=	400	0	0	
Public Education Storage		x	16	=	16	0	0	
Port.lighting		x	16	=	16	0	0	
Police vehicle		x	16	=	16	0	0	
Vehicle Maint.bay		x	16	=	16	0	0	
Brush Buggy		x	16	=	16	0	0	
Survive Alive Trailer		x	16	=	16	0	0	
Mass Casualty		x	16	=	16	0	0	
Protective gear locker	2	x	2	=	4	18	72	
Chase vehicle	25	x	16	=	400	0	0	
lawn maint equip	10	x	14	=	140	1	140	
Hose racks	3	x	4	=	12	1	12	

2,544	Subtotal
509	Efficiency Ratio of 20%

3,053	Fire Department Program

SPACE NEEDS SUMMARY

Project: Bloomington Fire Department | **Location: Station #4**

Revisions: | **Date: 01/31/12**

LIVING /ADMINISTRATION/ OFFICE SPACES

	Length	x	Width	=	Sq. Ft.	Quantity	Totals	Notes
Chief		x		=	0	0	0	
Asst Chief		x		=	0	0	0	
Deputy Chief		x		=	0	0	0	
Captains	10	x	10	=	100	1	100	
Work Area	12	x	12	=	144	1	144	report writing etc.
	8	x	8	=	64	0	0	training and public ed resources
Secretary's Office		x		=	0	0	0	
Communications Office	12	x	12	=	144	1	144	Combine capts office & comunications needs
Pub-Ed Office		x		=	0	0	0	
Training Office		x		=	0	0	0	
Communications/ IT		x		=	0	0	0	
Office/storage		x		=	0	0	0	
Record/report storage		x		=	0	0	0	
Honor guard storage	6	x	6	=	36	0	0	
Conference Room	14	x	20	=	280	1	280	training, study room, etc
Exercise room	30	x	30	=	900	1	900	free weights, machines, aerobics etc
Day room	24	x	24	=	576	1	576	
Bedroom	10	x	12	=	120	6	720	Includes future needs
Work Room / SCBA	8	x	10	=	80	0	0	all breathing apparatus needs
Laundry Room	12	x	14	=	168	1	168	Both house and turnout gear
Compressor Room	10	x	14	=	140	0	0	breathing air ans station air
Hose dryer		x		=	0	0	0	
Hose Tower		x		=	0	0	0	
Living space Storage	6	x	8	=	48	1	48	living supplies
Work Maintenance area	12	x	14	=	168	1	168	station and truck maint.
Training Room	30	x	30	=	900	0	0	
Kitchenette/dining		x		=	0	0	0	Steve verify plans
Restrooms	6	x	6	=	36	2 1/2	90	1/2 bathroom on living side, gender issue
Shower/Locker Room		x		=	0	0	0	For 6 firefghters
Janitor's Closet	6	x	6	=	36	2	72	Location? One sink on app.floor
Mechanical		x		=	0	0	0	
Entrance Vestibule	10	x	10	=	100	1	100	greet public - security issues
Lower Level Stairs		x		=	0	0	0	
Maint.Supplies		x		=	0	0	0	
Other storage	20	x	20	=	400	1	400	
Elevator		x		=	0	0	0	
Fire investigations office	10	x	10	=	100	0	0	
Other		x		=	0	0	0	
Other		x		=	0	0	0	

3,910	Subtotal
782	Efficiency Ratio of 20%

4,692	Administration/Office Spaces

SPACE NEEDS SUMMARY

Project: Bloomington Fire Department

Location: Station #4

Revisions:

Date: 01/31/12

EMS PROGRAM

	Length	x	Width	=	Sq. Ft.	Quantity	Totals	Notes
Ambulance	35	x	16	=	560	0	0	
EMS/Decon Storage	10	x	15	=	150	1	150	
Billing Office		x		=	0	0	0	
Storage Room		x		=	0	0	0	
Laundry Storage		x		=	0	0	0	
Decon Room		x		=	0	0	0	
Bunk Rooms		x		=	0	0	0	
Day Room		x		=	0	0	0	
Kitchen		x		=	0	0	0	
Restrooms		x		=	0	0	0	
regulated storage		x		=	0	0	0	
Administration		x		=	0	0	0	
EMS Protective Gear		x		=	0	0	0	
Other		x		=	0	0	0	
Other		x		=	0	0	0	
Other		x		=	0	0	0	
Other		x		=	0	0	0	

150	Subtotal
30	Efficiency Ratio of 20%
180	EMS Program Total

SPACE NEEDS SUMMARY

Project: Bloomington Fire Department

Location: Station #4

Revisions:

Date: 01/31/12

SITE PROGRAM

	Length	x	Width	=	Sq. Ft.	Quantity	Totals	Notes
Fire Staff Parking	32	x	10	=	320	12	3840	
EMS Staff Parking		x	0	=	0	0	0	
Public Parking	32	x	10	=	320	3	960	1 handycapped, 2 public
Fire Apparatus Apron		x	0	=	0	0	0	
EMS Apparatus Apron		x	0	=	0	0	0	going to be short with construction
Outdoor Training		x	0	=	0	0	0	
Outdoor Patio	10	x	12	=	120	1	120	
Enclosed Dumpster		x	0	=	0	0	0	One is needed or additional space (enclosed)
Generator	6	x	6	=	36	1	36	
Storm Water Treatment		x	0	=	0	0	0	
Heliport Pad		x	0	=	0	0	0	

4,956	Subtotal
991	Efficiency Ratio of 20%

5,947	Site Program Total

SPACE NEEDS SUMMARY

Project: Bloomington Fire Depatment

Location: Station #4

Revisions:

Date: 01/31/12

TOTALS	
Fire Department Apparatus	3,053
Fire Department Office, Administrative & Living Space	4,692
EMS Program	180
Site Program	5,947

7,925	Station footprint
13,872	Minimum Site Requirements

Bloomington Fire Department

Training Class Report Roll Call

Date:	Time:	Description:
01/31/2012	12:00	Operations and Planning

Category: 100.07 Operations and Planning
Method: CO Conference/Seminar
Location: 04 4 Station
Agency: OTHER Other Agency

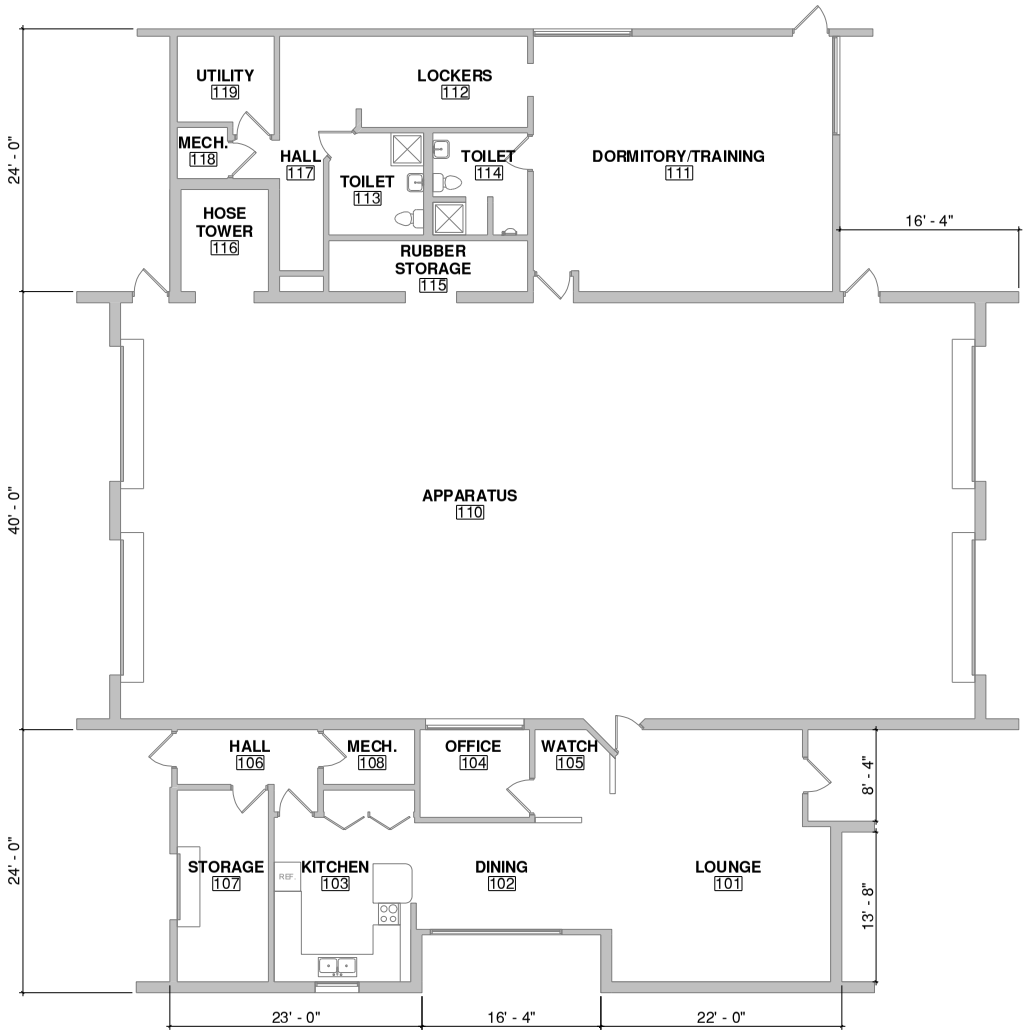
Instructors:

Signature

Station: 4 **Unit:** **Default Hrs:** 1.00 **Hrs Pd:** 1.00 **Pts:** 0.00

Staff Id	Name	Present
4103	Esme, Mark S	Signature
7103	Hartwig, Michael E	Signature
7125	Mathany, Cory R	Signature
6167	Petrovics, Steven	Signature
8282	Purchis, Eric R	Signature
8418	Shultz, Tyson A	Signature

Notes: Classes that relate to the operation and/or planning of the fire department



TOTAL AREA: 5,703 SQ. FT.

NORTH

1 MAIN LEVEL
3/16" = 1'-0"

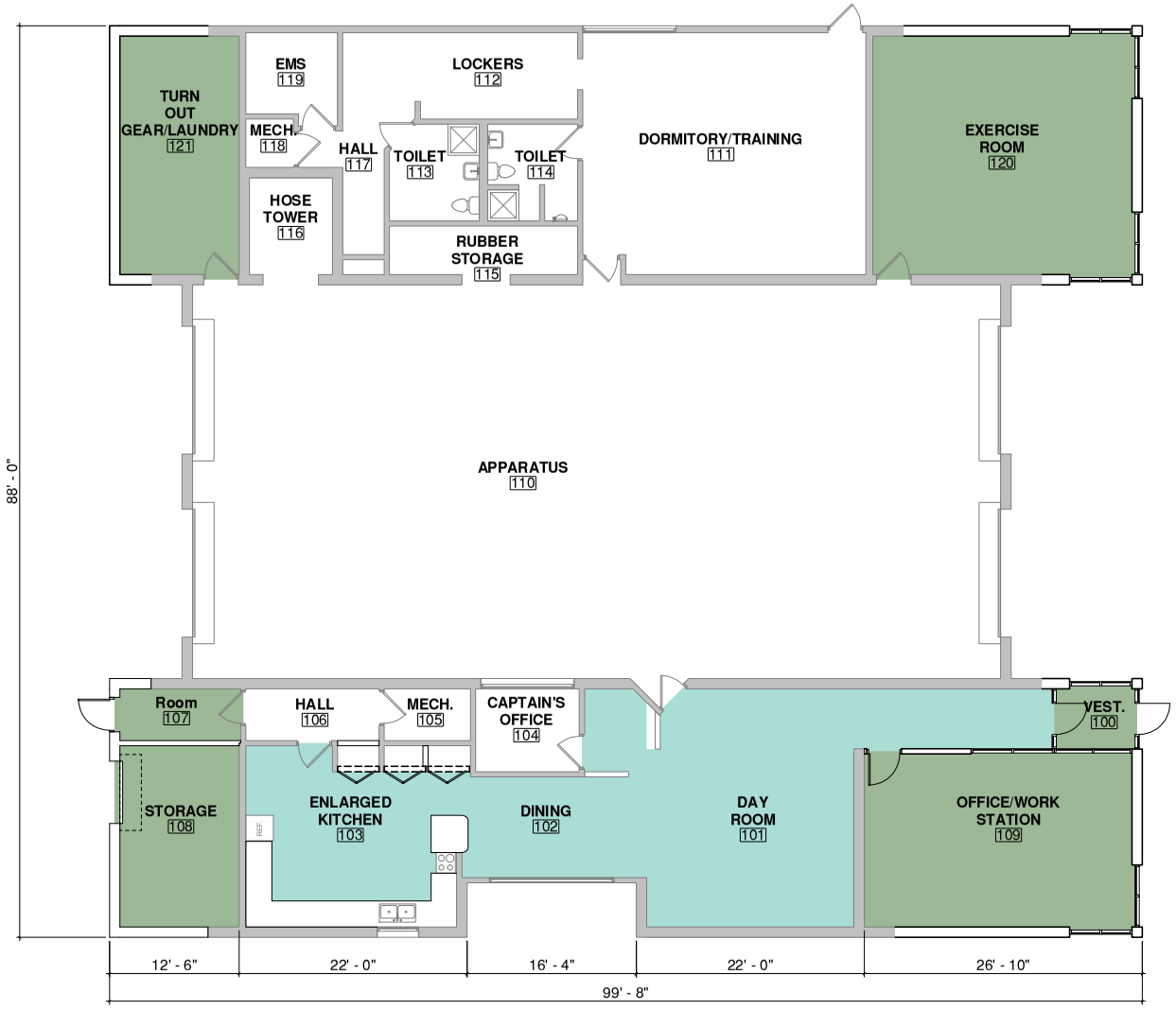
FIRE STATION NO. 4 - EXISTING CONDITIONS

04.12.2012

BLOOMINGTON, ILLINOIS

FIVE BUGLES DESIGN

PROJECT NUMBER: 11-106



NEW AND REMODELED SPACE

NEW ADDITION

REMODELED

TOTAL AREA: 7,521 SQ. FT.

NORTH

1 MAIN LEVEL, PROPOSED ADDITIONS
3/16" = 1'-0"

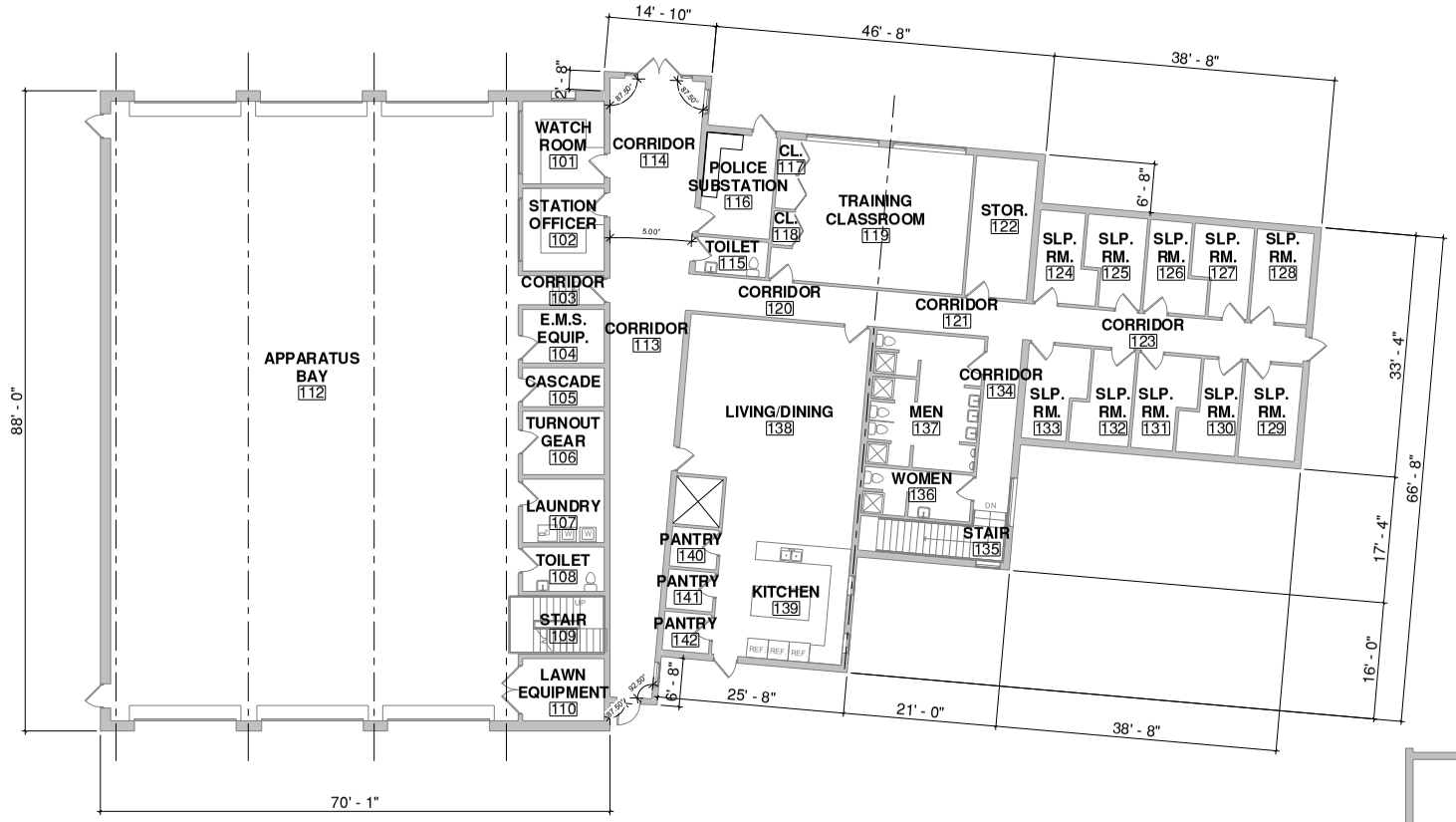
FIRE STATION NO. 4 - PROPOSED RENOVATION/ADDITION

04.12.2012

BLOOMINGTON, ILLIONOIS

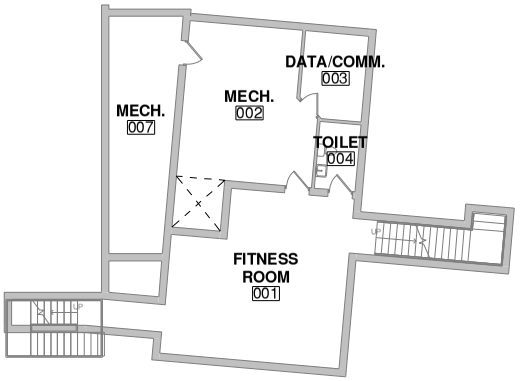
FIVE BUGLES DESIGN

PROJECT NUMBER: 11-106



TOTAL AREA: 10,853 SQ. FT.

1 MAIN LEVEL
1/8" = 1'-0"



TOTAL AREA: 1,678 SQ. FT.

2 LOWER LEVEL
1/8" = 1'-0"

FIRE STATION NO. 5 - EXISTING CONDITIONS

04.12.2012

BLOOMINGTON, ILLINOIS

FIVE BUGLES DESIGN

PROJECT NUMBER: 11-106

Bloomington Fire Department

Training

Five Bugles Design staff strongly believes that training, training opportunities and physical training facilities are the cornerstone of an effective fire department. In our initial conversations with city officials and fire department administration staff, the subject of the department's tangible training facilities was held. Lacking a central training facility within the Bloomington Fire Department provided substantial challenges to training staff in providing realistic fire ground situations with condition that would typically be found in fire suppression activities. Five Bugles Design has been a national leader in designing fire station training opportunities into new facilities thereby allowing for station officers the option of "in house" training abilities. It was our intent to include suggestions within this report regarding enhancing the training facilities situation.

Since these initial discussions however, the Bloomington city council has authorized and funded a department training tower and fire simulation facility to be located near the #2 fire station, 1911 Hamilton Road. This training facility will provide the closest simulation to actual fire ground conditions as possible. In a department the size of the Bloomington Fire Department, having such a facility will provide "paybacks" in professionalism, skill and competency that will be experienced throughout the departments Fire and EMS service areas for years to come. The city should be applauded for having the foresight to realize what enormously critical element training has to the effectiveness of its fire department personnel. Single company operations, multi company operations, elevated master stream applications, smoke condition rescue, flash over situations, incident command operations, window rescue, roof top operations, building ventilation, sprinkler system operations, fire stream hydraulic calculations, confined rescue and pump operations are but a few of the important training objectives that this facility will provide.

Department "Wellness" Program

Research has demonstrated the need for high levels of aerobic fitness, muscular endurance, muscular strength, muscular power and flexibility in order to perform safely and effectively in the fire service.

Apparatus Bay Vehicle Exhaust Systems

The EPA recently elevated diesel exhaust to a known carcinogen. It has been accepted throughout the medical community that diesel exhaust emissions contain harmful amounts of particulates that have been proven to be carcinogenic, particularly if employees are subject to long term exposure such as a 30 year full time firefighting career. Thus, any conversations regarding a new apparatus bay, or remodeling an existing apparatus bay, should not be undertaken without spending some serious consideration for some type of vehicle exhaust collection and/or filtration system.

During our on site visits of the existing fire stations within the city of Bloomington, we observed, and had it point out to us by station crews, that there are no such systems installed and that the smell of diesel by-products are detectable throughout the entire station depending upon weather and station conditions such as open or closed apparatus doors, doors leading to living and office areas etc. We strongly urge Bloomington community leaders to include the installation of exhaust emission equipment in any future new construction or remodeling project undertaken by the city.

Choosing an exhaust emissions system can be a very difficult decision. It generally is based somewhat on the overall fire station project budget. In most states the building code mandates certain criteria for air replacement on an apparatus floor and could be considered as the “entry” level, stand alone exhaust ventilation system. These systems however do not specifically deal with direct exhaust emissions, but general air quality throughout the building.

Recent studies however point to a serious health hazard from the exhaust of diesel fire apparatus and ambulance engines. Since these engines have for the most part replaced the gasoline engines that were typically in fire trucks manufactured previously, special consideration on how to best keep the gases from both being breathed by fire fighters and being absorbed in protective equipment stored on the apparatus floor is conversation that all fire station project building committees should conduct.

Just like there are Cadillac’s and there are Chevrolet’s the exhaust emission world has the identical broad range of costs. The conversations regarding exhaust emission systems should include an analysis of the fire departments response activity, fleet maintenance program, and of course, the budget. Because of the costs of these systems often times they are funded at the expense of some other component of the building project. The question of course is which provides the better good to the department.

There are basically three types of fire apparatus exhaust systems manufactured specifically for removing the byproducts of diesel exhaust.

Over Apparatus filtration systems
Exhaust pipe connected filtration systems that permanently are attached
Over the exhaust pipe fully encapsulated systems

The following information was collected from several fire apparatus exhaust manufacturers, there are other manufacturers, but this information will provide a basis to understand the type of systems available for consideration, and is offered to assist building committees with their discussions on how the best system can be selected that falls within the projects budget and accomplishes the safety of the firefighters.

Air Technology Solutions (overhead filtration)

Typical costs is $7200.00 per unit
Recommended that each diesel apparatus have it’s own system overhead

The units are installed directly over each fire apparatus and hung from the structure of the ceiling

They have a dedicated crew that goes throughout the United States installing these systems
They would consider local installers with their guidance

Free standing type units
Automatically opens when doors are opened
Can be manually overridden with a control switch
Electric eye will also trigger the system for a cycle
A cycle is present at the factory but can be changed from 3 minutes to 90 minutes by them owner
The units turn on sequentially
Each individual one can be turned on for maintenance
There is a 3000 CFB blower drafting air into the filtration system
This is the largest CFM blower for equipment of this type on the market for this application
The first level filtration system is a pre-filter to take out the larger particulates in exhaust smoke
The second filter is the final particle filter and brings the exhaust gases into the sub-micron range
The final or third filter is a activated charcoal filter that removes any gas smells or odors
The costs of the filters are;
Pre-filter – good for 1 year and a 6 pack costs $114.00
The second and third filters should last approximately 5 years and cost $750 for the pair
Advantages
No outside discharge meaning no heat transfer of hot or cold air to the outside
No transferring an inside problem to the outside of the building but actually treating and purifying the harmful gases
It will also detect other gases such as CO with a sensor and automatically activate the system for one cycle
A team from the company travels across the United State to do installations, but they would be willing to have a local crew do it under their guidance
It qualifies for the Fire Act Grant

Exhaustomatic Systems

Costs for the a typical system
Tracking system for back in apparatus housing is $6000 per truck
Rail system for back to nose parking is between $9,000 & $10,000 per truck
Filtration systems for $3500.00 per vehicle
Ceramic filtration systems for $7500.00 per vehicle
System design
Works basically the same as most hose systems
Electromagnetic connection or bladder connections available
Install a filter box at the exit point to the system for new regulations
They install filter and line auto-lubrication
They tie a co meter to the building exhausts system that detects CO buildup – at 35PPM it will activate the building exhaust system
Activates on pressure sensor on the apparatus
The company has their own installers based in Indianapolis
They travel all over the United States
Their products are also distributed through Car-Mon Products which is the auto-side of the exhaust system market

Nederman Inc. Exhaust System

Range of costs
For a 4 bay straight back in station between $28,000 to $38,000
For a rail type system in a 2 bay 70’ drive through bay between $35,000 to $48,000
These systems are the most expensive drop hose systems on the market
They have extended warranties greater than most

They provide 100% source capture containment of all exhaust gases and in addition, carbon dioxide, nitrogen dioxide and nitrogen oxide

They have a unique electromagnet disconnect of the hose to the fire apparatus that can withstand a 15 mile per hour disconnect without pulling the system down from the ceiling or severing the hose. It is mounted 24 inches above the tailpipe eliminating the need to bend over to attach and receive the diesel gases in the respiratory system as you connect the hose
The exhaust hose system is a compressible or accordion type hose eliminating much of the bulky hose storage problems with other hose type systems
They put all of what they say the system will do in writing
Two types of systems
Track system for a back in vehicle bay that will allow hose to be pulled to the ramp threshold before disconnecting.
A rail system for drive through apparatus bays, or where two vehicles are stacked front to back.
One exhaust fan assembly for all track or rail system drops
700 to 800 CFM is the highest CFM for these type systems on the market. (other may be between 300 to 500 CFM)
They use a larger source capture hose because of the higher volume
Both systems continue to run for 1 ½ minutes after vehicles have left the station and doors have closed
A transmitter is attached to the ignition system of the vehicles that activate the systems and then the timed disconnect takes over
Maintenance
Electromagnet plate and connector should be checked for salt or other corrosion in Wisconsin winter conditions
All fans need lubricant periodically
Qualifies for the Fire Act Grant

Plymovent Fire House Exhaust Systems

Typical costs for the systems are;
Single lane back-in system is $6000.00 per drop
Drive through system where up to 4 vehicles are parked in tandem is $8000.00 per drop
Features include;
virtually 100% containment of exhaust emissions
completely automatic from the fan activation to automatic release of the hose once the vehicle has left the station
One step connection to the apparatus exhaust pipe when entering the station
The most widely used system on the market

Ward Diesel Exhaust System

Costs for the system are approximately $8674.00 per unit with over 5 units at one time;
The unit is installed on the vehicle, not the station;
All installation is completed at the fire station site;
The unit is installed after the muffler higher than the lowest 2 points on the apparatus underside;
A diverter is actuated by a solenoid in the starting system
The diverter channels the exhaust gases through a ceramic filter on the system;
The gases remain routed through the ceramic filter for a period of between 9 to 90 seconds;
The diverter switched it back to the normal exhaust mode after that;
The diverter doesn't run all the time;
There is a manual override for working on the apparatus inside the station or being in a place where the exhaust; gases could create a problem such as at a car accident scene with trapped patients or outside a hospital etc.;
It can be also trigger to begin when the backup lights are on in stations without drive through bays
Ceramic filter maintenance;
In a department with 200 to 300 responses per year the filters will last around 2 years;

A light on the dash board will come on signaling a call for replacement filter;
There is an exchange program for the filters. It costs around $195.00 each with a return filter.;

Advantages
There are no hoses to attach and un-attach;
Fully automatic, no wall switches or timers or hose or hose connection problems;
No getting rid of heated air in the winter;
Can be reinstalled on a new replacement fire apparatus for a cost of around $4500.00 which includes a new filter.

They are located in Rib Mountain and North Shore Fire Departments;
They are also installed directly at the Pierce and Oshkosh plants;
They have a group of trained installers throughout the United States, not contract installers;
The company is located in New York;
They are acceptable for application to a Fire Act Grant;
Need not meet the existing fire station requirement for funding.

Fire Department Station Alerting & Communications

Everything having to do with both emergency communications and non-emergency information sharing in the fire service and the fire station has drastically changed in the last decade. Modern technology allows firefighters and communications specialists to communicate faster, more effectively, results in a safer environment for firefighters and provides for a system that gets the right people to the right location and in the least amount of time.

The obvious question that communities seeking to improve is "how do you determine what systems we need, when do we need them, why we need them and then to develop a solid plan to bridge the gap between the three".

Since the Five Bugles Design study primarily focused on existing fire station conditions and options for the departments housing future, we haven't specified just what these technology needs are. ***However, we feel very strongly that increased emergency and non-emergency technology is a critical component to the future of the fire service and should be considered in partnership with our recommendations of modifications of existing facilities or new construction.***

Technology issues revolve around three key issues;

- Emergency 911 communications/station alerting/ non-emergency information dissemination systems
- Information management for both internal users (employees) and external (community residents)
- Communication operations technology's effects on architectural/operation design elements

Fire Station architectural design MUST incorporate a long term plan for station technology to meet not just current demands for present effective communications, but for the future development of upgraded systems. For example, the storeroom that contains the station telephone system and a computer server and radio components has traditionally been a small space that never had any consideration given for the HVAC systems required for technology spaces, security, audio visual equipment, etc. Now those small storerooms are designed as larger equipment rooms specifically housing communications equipment.

Another issue in retrofitting an existing station is compatibility. A discussion with communication experts should be conducted to identify what if any interference new equipment can cause with existing communications signals, as well as existing electrical capacities, ceiling wall structure that affect noise and aesthetics.

A few of the benefits of new technology as they affect the fire service are:

- Fire station alerting tones that can be segregated by the communications center to a group of specific firefighters such as ambulance personnel, a single fire station, multiple alarm response, administration personnel, etc.
- Fire alerting tones that can be programmed to make a variety of tones for different parts of the day, such as an accelerated audio alarm that starts from a subtle tone alert and increases in loudness as it is broadcast. Firefighters are awakened to a response in a way that reduces cardiac stress of going from a deep sleep to immediate action.
- Relay systems that shutoff gas appliances in the cooking areas, lock doors to the station, close apparatus bay doors, control vehicle exhaust emissions systems,
- Television systems that display information throughout the departments fire station grid informing them of street closures, emergency medical conditions in their response area, department meetings schedules,

- training opportunity events, new department procedures, fire protection equipment that will be down for maintenance, water distribution disruptions and closures, local emergency alerts, response mapping, etc.
- Classroom audio visual improvements that upgrade and enhance fire department training including station teleconferencing.
- Building and grounds security oversight, including station doors, entry gates, parking lot surveillance, and airport security.
- Building HVAC oversight

To get started with a plan, staff should perform a technology assessment. This plan will identify what the department has at the present time (including software program that may integrate into a new system), what you want to do with technology, and what you will need to accomplish these changes and finally a plan to incorporate your goals.

I common rule to consider as the department pushes forward with their research is that anything that is being done manually and thereby taking time from an emergency response can be done electronically in less time and without conscience thought of responding firefighters whose minds are already on how they will handle the emergency event.

Firefighter Wellness Program

FACT: 44% of *firefighter fatalities* were due to cardiovascular disease, according to CDC data from 1995-2004.

In our conversations with the Chief Kimmerling, Deputy Chief Les Siron, and other senior fire department staff, the issue of instituting a department wide firefighter health and safety program commonly called "Firefighter Wellness Program" was targeted as a future need for the department's long-term list of goals.

Bloomington Fire Department staff is commended for their attitude and progressive thinking towards wellness programs, which have over the last decade resulted in fewer firefighter injuries and healthier employees.

The prevalence of cardiovascular illness and deaths and work-inhibiting strains and sprains among firefighters illustrates the need for comprehensive health and wellness program in every department. Yet city officials and department leaders often struggle to implement a program due to a variety of reasons, including resistance or lack of motivation from members, the costs associated with implementing a program, and the lack of well-defined requirements and the physical space to offer the fitness tools that are required of any health and fitness program.

With heart attack, overexertion, and strain causing more firefighter deaths and injuries than any other cause, it is critically important for departments and personnel to focus saving health and wellness initiatives and overcome the obstacles to a successful program.

Our design staff toured each fire station in the city of Bloomington and found that each, in some way, had varying amounts of exercise equipment located somewhere within the station. We saw equipment located somewhere within the station. We saw equipment in classrooms, storage spaces, on apparatus floors and in dormitory areas. Firefighters that we talked to from each of the stations stressed to us their hope for adequate space for physical exercise in any new station design OR in any remodeling that the city might undertake as a result of the study. Any physical fitness programs success in part driven by the space requirements.

It is our recommendation that any future new facilities or remodeling projects on existing fire stations include a conversation of how space requirements for the establishment of a dedicated comprehensive employee wellness program can be incorporated into the design process.

Fire Department Facilities Master Plan

Bloomington Fire Department

"Dedicated to our Community, our Profession and Each Other"

Proudly Serving Bloomington

Since 1868

FIVE BUGLES DESIGN

- Five Bugles Design provides planning and design services solely to the public safety service industry.

- Five Bugles Design was retained to study various options for long-term improvement of Bloomington Fire Department's Facilities.

- http://www.fivebuglesdesign.com

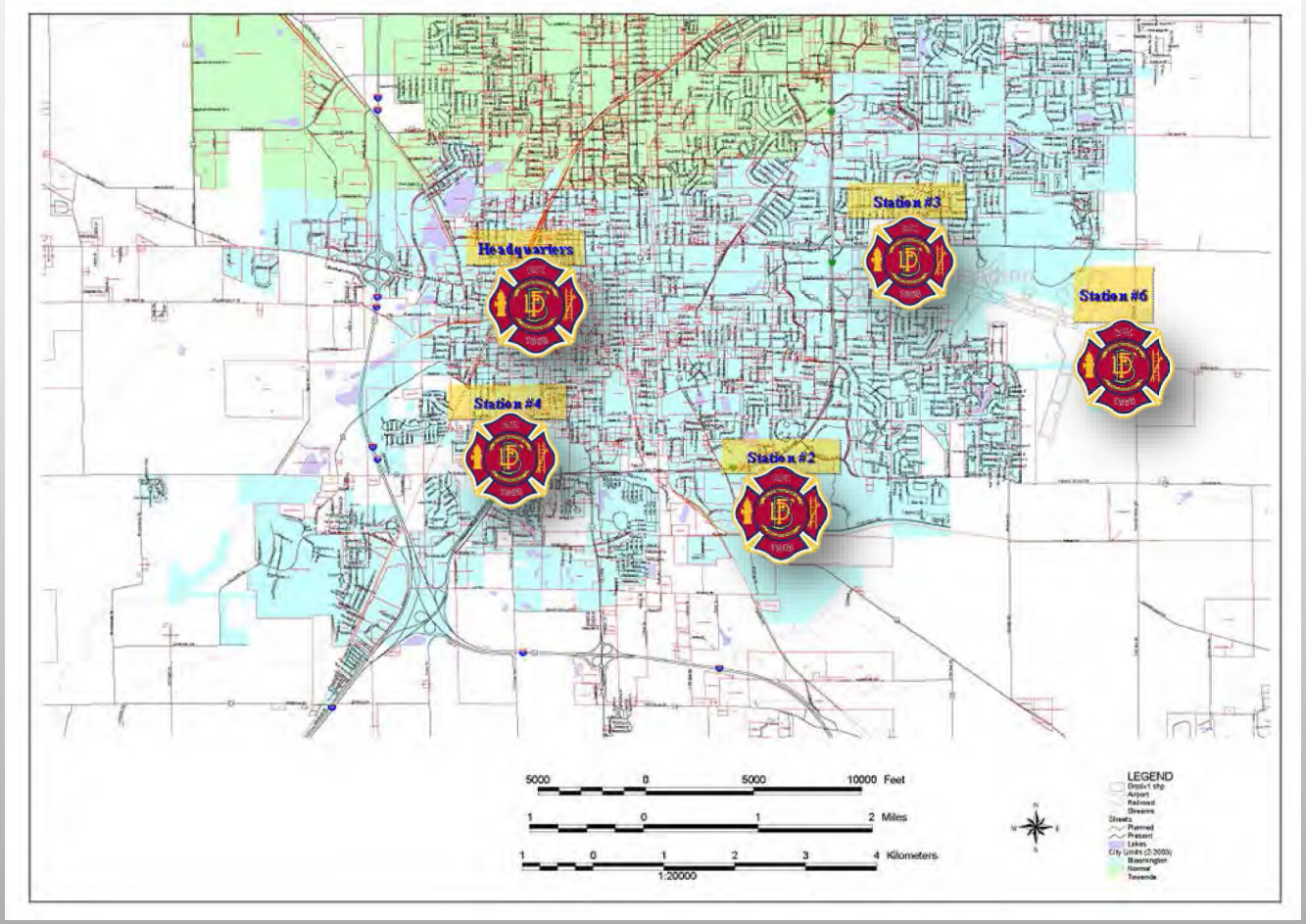
FIVE BUGLES DESIGN

Study Highlights

- Bloomington is adequately served by its five stations in their current location with the exception of College Ave. area N.E of Station #3.
- Response times to that area can reach 8-10 minutes and exceed the recommendations of NFPA 1710 and ISO.
- Identified deficiencies in the current five stations based on present and future needs, governing OSHA, state, city and ADA rules and requirements.

Fire Stations

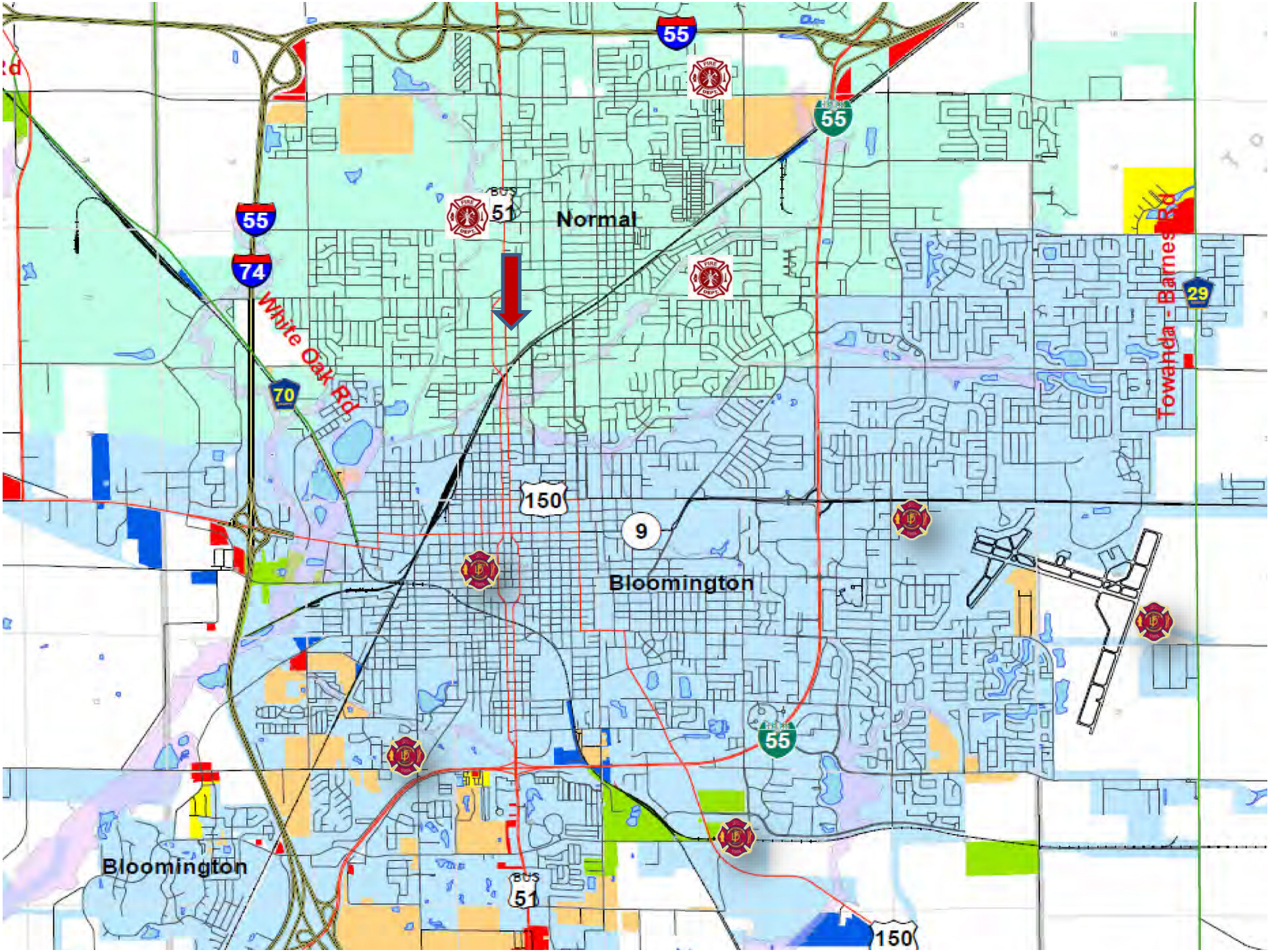
The Bloomington Fire Department currently operates out of 5 manned stations.



Recommendations

- First priority- collaborate with Town of Normal and utilize technology to improve service to Northeast using GPS and closest available unit dispatch

- Consider building a new station to serve the Northeast 12,000 sq. ft. @ $300/sq. ft. ~$3.6 million


55
55
55
55
74
70
29
BUS
51
Normal
White Oak Rd
Towanda - Barnes Rd
150
9
Bloomington
Bloomington
BUS
51
150

Station #1

"Headquarters" – 310 N. Lee St.

- **40 years old, nearing life expectancy of building systems**
- **Inadequate HVAC System**
- **Lack of classroom/distance learning and wellness areas**
- **Crowded dormitory/shower space and lack of gender equity**
- **Lack of adequate storage space**
- **Lack of Fire Suppression and Sprinkler System.**

Headquarters Recommendations

Administrative Office Relocation

- Option #1- 5000 sq. ft. addition @ 300 sq. ft. + renovation ~$4.5-$5 million

- Option #2 – Offsite relocation ~$2.9-$3.5 million

#3 Station

"North-East Station" - 2301 E. Empire St.

- **Forty years and nearing life expectancy of building systems**
- **Lack of sufficient classroom space with no distance learning capability**
- **Lack of adequate kitchen and storage space**
- **Lack of dedicated wellness area**
- **Crowded dormitory/shower area with no gender equity**
- **Inadequate HVAC system**
- **Lack of automatic fire suppression sprinkler system**

FIVE BUGLES DESIGN

Station #3 Recommendations

- Renovate by adding two 40'x60' additions to the front and rear of the station
- Estimated cost ~ $3.1 - $3.5 million

#4 Station

"South-West Station" - 1705 S. Morris Ave.

- Building site size is extremely limited to address current deficiencies
- No space to meet with public visitors
- Crowded dormitory/shower area with no gender equity
- No staff classroom training area or distance learning capabilities
- Inadequate kitchen space
- Inadequate EMS storage space
- Lack of dedicated wellness area
- Inadequate HVAC system
- Attic ventilation issue causing premature single deterioration

FIVE BUGLES DESIGN

Station 4 Recommendations

- 4 small additions to address
  - Public Space
  - Renovated and enlarged kitchen facilities and new restroom
  - EMS storage, turnout gear, and laundry
  - Wellness area
- Option #1 renovate existing structure ~$750K-$1 million
- Option #2 new building site 12,000 S.F station ~$3.6 million

Summary

- Current station locations serve the community very well
- Work with Town of Normal to improve mutual aid to increase efficiency and benefit both communities.
- Develop long term agreement with CIRA for Stations #3 and #6
- Prioritize station renovation projects to address the $16 million Fire Department facility needs

REGULAR AGENDA ITEM NO. 8E

FOR COUNCIL: November 9, 2015

SUBJECT: Consideration of adopting the Proposed 2015 Estimated Tax Levy.

RECOMMENDATION/MOTION: The Council makes a motion to adopt the *estimated* 2015 property tax levy in the amount of $24,063,066.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process.

BACKGROUND: According to the Illinois Property Tax Code Division 2 Truth in Taxation (35ILCS 200/18-60), the City must formally adopt an *estimated* tax levy not less than 20 days prior to the adoption of the final tax levy.

35ILCS 200/18-85 requires said estimate be compared to the prior year aggregate levy (excluding amounts for bond debt service) and if a 5% increase exists then a public hearing in addition to a public notice must occur.

The final tax levy ordinance must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in December which is December 30th. Therefore, the adoption of the 2015 Tax Levy Ordinance is recommended to be placed on the Council's December 14, 2015 meeting agenda. In addition, it is our goal to abate taxes at this same meeting. The City can abate debt service payments needed to keep the bond and interest portion of the levy flat which has been done historically. By bond covenant any debt service payments abated are guaranteed from other revenues sources.

The property tax formula has three components that affect an increase or decrease in real property taxes. The dollar amount requested or levied by the City. The final equalized assessed value (EAV) which is one third of the properties assessed value, and the tax rate which is generated by dividing the levy by the EAV:

Tax formula: $$\frac{\text{Dollar Amount Requested/Levied}}{\text{Final EAV}} = \text{Tax Rate}$$

The City adopts its *estimated* tax levy based on a preliminary EAV provided by the Bloomington Township which is subject to the tax appeals process. The Final EAV is completed by January 1st, 2015. The tax rate generated is later applied to individual property owner's tax bills on April 1st, 2015 and bills are sent out on May 1st due in June and September.

It is estimated that by increasing in the 2015 dollar levy by $344,000 it would decrease a $165,000 home owner's property tax by $1.00. Finance recommends this approach to provide property tax revenue to offset growing public safety labor costs which historically are over $1,000,000 annually and to address new growth in real estate. This would result in a tax rate decrease of .0019 percent or 1.3192%

2015 Tax formula Estimate (Preliminary EAV): $\frac{\$\ 24{,}063{,}066}{\$1{,}824{,}013{,}085} = 1.3192\%$

Historically, expenditures included in the property tax levy are related to public safety pension and operations 45%, funding of the Bloomington Library 20%, non-public safety pensions 16% and 9% for bond debt service payments.

The Town of Normal is also experiencing an increase in their EAV, and is raising their dollar levy by $262,000. Based on their estimated EAV this could provide a tax decrease to a $165,000 homeowner of $1.26.

COUNCIL COMMITTEE BACKGROUND: Discussions at the Budget Task Force recommended looking into a possible increase in the City's property tax but with the understanding that the City's tax rate would remain lower that the Town of Normal's tax rate. Under the finance recommendation proposed this would remain true. Moreover, if the City matched Normal's estimated tax rate the City could raise property tax revenue by $1,003,600 and remain on a level playing field. Normal's proposed tax rate is 1.3554%.

FINANCIAL IMPACT/ANALYSIS: The City Manager and Finance Director recommend the Council adopt the tax levy estimate of $24,063,066 which increases the overall levy by $344,000 to help offset increases in public safety labor costs and to capture any new growth.

Finance has created the attached three exhibits to facilitate Council's decision making process over the next five weeks. Exhibit 1 shows two scenarios for the 2015 proposed levy and historical levy information. Exhibit 2 depicts the impact of the $344,000 increase in levy to a $165,000 homeowner. Exhibit 3 depicts the impact to a $165,000 homeowner with a flat dollar levy.

Respectfully submitted for Council consideration.

Prepared by: Carla Murillo, Budget Manager

Reviewed by: Patti – Lynn Silva, Director of Finance

Legal review: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales

City Manager

Attachments

- Exhibit 1 - Estimated Tax Levy Proposals
- Exhibit 2 – Estimated Impact to Homeowners (A)
- Exhibit 3 – Estimated Impact to Homeowners (B)

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

Exhibit 1: 2015 Proposed & Historical Tax Levy

Levy Type	*2015 Proposed Tax Levy $344,000 (A)*	*2015 Flat Tax Levy (B)*	*2014 Adjusted Levy Amount*	*2013 Adjusted Levy Amount*	*2012 Adjusted Levy Amount*	*2011 Adjusted Levy Amount*
BONDS & INTEREST	$ 2,180,143	$ 2,180,143	$ 2,180,143	$ 2,180,143	$ 2,180,143	$ 2,179,980
FIRE PENSION	$ 4,196,000	$ 4,196,000	$ 4,196,000	$ 3,946,000	$ 2,908,472	$ 3,111,552
FIRE PROTECTION	$ 1,355,228	$ 1,183,228	$ 1,183,228	$ 1,183,228	$ 1,183,228	$ 1,183,182
GENERAL CORPORATE	$ 1,287,233	$ 1,287,233	$ 1,287,233	$ 1,287,233	$ 2,901,180	$ 2,979,867
IMRF	$ 2,502,907	$ 2,502,907	$ 2,502,907	$ 2,502,907	$ 2,502,907	$ 2,502,956
LIABILITY INSURANCE	-	-	-	$ -	$ -	$ -
POLICE PENSION	$ 4,008,000	$ 4,008,000	$ 4,008,000	$ 3,758,000	$ 3,181,581	$ 3,306,933
POLICE PROTECTION	$ 1,526,421	$ 1,354,421	$ 1,354,421	$ 1,354,421	$ 1,354,421	$ 1,354,332
PUBLIC BENEFIT	-	-	-	$ -	$ -	$ -
PUBLIC PARKS	$ 1,001,415	$ 1,001,415	$ 1,001,415	$ 1,001,415	$ 1,001,415	$ 1,001,487
ROAD AND BRIDGE	-	-	-	$ -	$ -	$ -
SOCIAL SECURITY	$ 1,459,009	$ 1,459,009	$ 1,459,009	$ 1,459,009	$ 1,459,009	$ 1,459,097
LIBRARY	$ 4,546,710	$ 4,546,710	$ 4,546,710	$ 4,546,710	$ 4,513,477	$ 4,513,519
TOTALS	**$ 24,063,066**	**$ 23,719,066**	**$ 23,719,066**	**$ 23,219,066**	**$ 23,185,833**	**$ 23,592,905**
Dollar Increase/(Decrease)	$ 344,000	$ -	$ 500,000	$ 33,233	$ (407,072)	$ 6,000
Percent Increase/(Decrease)	1.45%	0.00%	2.15%	0.14%	-1.73%	0.03%
Estimated Tax Rate	**1.3192%**	**1.3004%**	1.3211%	1.3181%	1.3161%	1.3103%
Town of Normal Tax Rate	**1.3554%**	**1.3554%**				

Exhibit 2: 2015 Tax Levy Impact to the Taxpayer (A)

Information Table	
Prior Year Tax Levy	$23,719,066
Prior Year Tax Rate	1.3211%
Avg Home Value	$165,000
**2015 Preliminary EAV	$1,824,013,085

***** The preliminary EAV is subject to change through the tax appeals process.***

Proposed Levy Increase	Revised Levy	New Rate	Avg Home Value	Old Bill	New Bill	Increase/(Decrease)
$344,000	$24,063,066	1.3192%	$165,005	$727	$726	($1.00)

Exhibit 3: 2015 Flat Tax Levy Impact to the Taxpayer (B)

Information Table	
Prior Year Tax Levy	$23,719,066
Prior Year Tax Rate	1.3211%
Avg Home Value	$165,000
**2015 Preliminary EAV	$1,824,013,085

***** The preliminary EAV is subject to change through the tax appeals process.***

Proposed Levy Increase	Revised Levy	New Rate	Avg Home Value	Old Bill	New Bill	Increase/(Decrease)
$0	$23,719,066	1.3004%	$165,000	$727	$715	($11.37)

CITY COUNCIL MEETING AGENDA - ADDENDUM

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, OCTOBER 26, 2015 7:00 P.M.

CONSENT ADDITION:

G. Consideration of approving waiving the Formal Bid Process, as a Limited Source, and approve a Contract for an Urgent Upgrade of the Supervisory Control and Data Acquisition (SCADA) System Controls. (Recommend that Council approve waiving the formal bid Process, as a Limited Source, for an upgrade of the SCADA system controlling the Division Pump Station, Enterprise Pump Station, Lake Evergreen Pump Station, and the new Water Treatment Plant filters. Services to be performed by Starnet Technologies, Inc., at the quoted price of $139,357.80 and the City Manager and City Clerk be authorized to execute the necessary documents.) **Correct SCADA Contract Attached.**

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

CITY OF BLOOMINGTON
CONTRACT WITH
Starnet Technologies, Inc.
FOR
PLC Conversion to Div. and Ent. Stn., New Plant Filters

THIS AGREEMENT, dated this 9th day of November, 2015, is between the City of Bloomington (hereinafter "CITY") and Starnet Technologies, 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. Description of Services. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR $ 139,375.8 . Invoices shall be due and payable within 45 days of submission.

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. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 7. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall not be less than $1,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of $2,000,000 for each occurrence, $2,000,000 in aggregate.

Section 8. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 9. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 10. **Compliance with Laws.** CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 11. **Prevailing Wage.** The following shall apply to this contract:

☑ This contract is not for a "public work" and therefore Prevailing Wage does not apply. ***Initial*:** _____ (City) _____ (CONTRACTOR)

☐ This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
Initial: _____ (City) _____ (CONTRACTOR)

Section 12. Compliance with FOIA Requirements. CONTRACTORfurther 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 agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 13. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. **Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 15. **Attorney Fees**. In the event that any action is filed 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 16. **Paragraph Headings**. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 17. **Term**. The term of this Contract shall be:

- [x] Until all of the services and/or deliverables required to provided within this Contract are completed.
- [ ] From one (1) year from the date of execution.
- [ ] From two (2) years from the date of execution.
- [ ] Other:_____

_____

The Contract shall also be subject to the following renewal terms, if any:_____

_____

Notwithstanding anything herein, the provisions in Sections 6 and 12 shall survive termination.

Section 18. **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

Starnet Technologies, Inc.

By: _____
Its_____

By: _____
Its_____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

1. New Water Plant Filter :- Replacement of existing 4 nos. of Bristol Babcock RTUs model 3330 and convertion to Allen Bradley PLC. Replacement of Filter Loop Controllers and conversion to Allen Bradley Touchscreen Human Machine Interface. Replacement of Radio Equipment and Associated Devices at Lake Evergreen. Conversion of existing programs written in ACCOL to Allen Bradley PLC Ladder Logic. Installation of all necessary programs inclusive of the following but not limited to:- Allen Bradly RSLogix 5000, and Factory Talkview.

2. Division Pump Station and Enterprise Pump Station:- Replacement of existing 2 nos. of Bristol Babcock RTU model 3330 and convertion to Allen Bradley PLC. Replacement of existing Human Machine Interface (obsolete) and upgrading it to Allen Bradley Touchscreen Human Machine Interface. Conversion of existing programs written in ACCOL to Allen Bradley PLC Ladder Logic. Installation of all necessary programs inclusive of the following but not limited to:- Allen Bradly RSLogix 5000, and Factory Talkview.