CITY OF BLOOMINGTON CITY COUNCIL - REGULAR SESSION MEETING OCTOBER 24, 2022

COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

All items that provide the Council an opportunity to receive a presentation, ask questions of City Staff, seek additional information, or deliberate prior to making a decision will be placed on the Regular Agenda.

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

Ward 1 - Grant Walch
Ward 2 - Donna Boelen
Ward 3 - Sheila Montney
Ward 4 - Julie Emig
Ward 5 - Nick Becker
Ward 6 - De Urban
Ward 7 - Mollie Ward
Ward 8 - Jeff Crabill
Ward 9 - Tom Crumpler

City Manager - Tim Gleason
Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

The CHEVRON Represents:
Service, Rank, and Authority
Growth and Diversity
A Friendly and Safe Community
A Positive, Upward Movement and
Commitment to Excellence!

MISSION, VISION, AND VALUE STATEMENT

MISSION
To Lead, Serve and Uplift the City of Bloomington

VISION
A Jewel of the Midwest Cities

VALUES
Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

- Financially Sound City Providing Quality Basic Services
- Upgrade City Infrastructure and Facilities Grow the Local Economy
- Strong Neighborhoods
- Great Place - Livable, Sustainable City
- Prosperous Downtown Bloomington

CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER CHAMBERS, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, OCTOBER 24, 2022, 6:00 PM

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer and/or Reflection**
4. **Roll Call**
5. **Public Comment**

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

6. **Recognition/Appointments**
7. **Consent Agenda**

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

   A. Consideration and action to approve the Minutes of the September 12, 2022 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

   B. Consideration and action to approve the Minutes of the September 26, 2022 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

   C. Consideration and action to approve the Minutes of the October 10, 2022 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

   D. Consideration and action to approve Bills and Payroll in the amount of $9,316,363.91, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

   E. Consideration and action on the Purchase of Playground Equipment for Sweeney Park from Cunningham Recreation, d/b/a Game Time, in the amount of $112,129.14 utilizing an OMNIA Partners Contract #2017001134 expiring 6/30/2024, as requested by the Parks & Recreation Department and the Finance Department.

(Recommended Motion: The proposed Purchase be approved.)

F. Consideration and action on the Purchase of Golf Course Maintenance Equipment from John Deere in the amount of $396,397.22 utilizing the Sourcewell Cooperative Purchasing Agreement Contract #031121-DAC, exp. 4/30/2025, as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Purchase be approved.)*

G. Consideration and action to approve the Purchase of one (1) Bobcat TL619 Telehandler from Bobcat of Bloomington, in the amount of $78,557.42, using the Sourcewell Contract (040319-CEC, exp. 05/31/2023). The original price is $97,557.42, which after a trade credit allowance of $19,000.00 brings the total cost down to $78,557.42, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*

H. Consideration and action to approve the First Amendment of the Agreement with Andres Medical Billing, as requested by the Fire Department. *(Recommended Motion: The First Amendment to the Agreement be approved.)*

I. Consideration and action to approve a one-year Agreement for Crossing Guard Services with All City Management Services, Inc., in an amount not to exceed $128,000, as requested by the Police Department. *(Recommended Motion: The proposed Agreement be approved.)*

J. Consideration and action to approve an Agreement with Clesens Holdings LLC for the purchase of irrigation pump station equipment for use at The Den at Fox Creek Golf Course in the amount of $190,624 (Bid #2023-07 The Den at Fox Creek Golf Course Pump Station Equipment), as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Agreement be approved.)*

K. Consideration and action to approve an Agreement Extension with Evergreen FS for fuel, from November 1, 2022 through October 31, 2023, for the City's vehicles and equipment, in the amount of $702,518 for the first six-month period, and a still to be determined amount utilizing FY24 budgeted funds for the second six-month period of this term, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement Extension be approved.)*

L. Consideration and action on providing formal settlement authority in Central District of Illinois Case No. 1:22-cv-1032-JES-JEH (Kelly v. City of Bloomington, et al), as requested by the Legal Department. *(Recommended Motion: The approval and ratification of a settlement, not to exceed $65,000.00, in Central District of Illinois Case No. 1:22-cv-1032-JES-JEH (Kelly v. City of Bloomington, et al), and authorize the City Manager to execute any and all documents necessary to effectuate the resolution of the case including, if requested by Plaintiff, a structured settlement.)*

M. Consideration and action to approve 1) a Supplemental Resolution for Improvement Under the Illinois Highway Code, in the amount of $47,811.32 and 2) an Engineering Services Agreement Supplement for Motor Fuel Tax Funds for the Phase II Design of Hamilton Road, from Bunn Street to Morrissey Drive, in the amount of $89,351.00, as requested by the Public Works Department. *(Recommended Motion: The proposed Supplemental Resolution and Agreement*

Supplement be approved.)

N. Consideration and action to approve 1) a Supplemental Resolution for Improvement Under the Illinois Highway Code and 2) an Engineering Services Agreement Supplement for Motor Fuel Tax Funds for the Phase I Preliminary Design Services for Hamilton Road, from Bunn Street to Morrissey Drive, in the amount of $20,067.00, as requested by the Public Works Department. *(Recommended Motion: The proposed Supplemental Resolution and Agreement Supplement be approved.)*

O. Consideration and action on a Resolution approving the First Amendment to the FY 2023 Utility Maintenance Contract between the City of Bloomington and George Gildner, Inc., in the amount of $593,155.16, for the purpose of funding additional utility maintenance projects at various locations, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*

P. Consideration and action on a Resolution authorizing waiving the Technical Bidding Requirements and approving the Purchase of Syngenta, BASF and Bayer Chemicals from Marubeni America Corporation DBA Helena Agri Enterprises LLC, as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Resolution and Purchase be approved.)*

Q. Consideration and action on an Ordinance Approving a Second Amendment to Economic Incentive Agreement by and between the City of Bloomington, Illinois and Toastman Group II, Inc., as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

R. Consideration and action on an Ordinance approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 1035 E. Front Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

S. Consideration and action on an Ordinance approving a Site Plan and a Special Use for a Vehicle Repair and Service Use, with a Variance, in the B-1 (General Commercial) District for Property Located at 1501 N. Veterans Parkway, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

T. Consideration and action on an Ordinance approving a Site Plan for Trade and Construction Services, Building Materials and Supplies, and General Office Uses in the B-1 (General Commercial) District for Property Located at 101 Woodrig Road, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

U. Consideration and action on an Ordinance approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Related to Definitions, Review and Submission Process Clarification, and Updating Certain Zoning Classifications, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

V. Consideration and action on an Application from The Lincoln Springs Center, LLC., d/b/a The Station Saloon, located at 1611 Morrissey Dr., Unit 1, requesting an

approval of a change of ownership for their Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The Change of Ownership be approved.)*

W. Consideration and action on an Application from No Ceiling Hospitality, LLC, d/b/a Shake It Up Cocktail Lounge, to be located at 105 W. Front St., requesting approval of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved.)*

X. Consideration and action on an Application from Toastman Group II, Inc., d/b/a Egg Republic, to be located at 511 Chancellor Dr., requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved.)*

8. Regular Agenda

A. Consideration and action to approve the early termination (approx. 11.5 months early) of the existing Agreement with Axon Enterprises, Inc. and the approval of a new five-year (beginning January 1, 2023) fixed annual cost Agreement with Axon Enterprises, Inc., as a limited source, as requested by the Police Department. *(Recommended Motion: The existing Agreement be canceled, the new Agreement approved, and the City Manager be authorized to execute all necessary documents.) (Presentation by Jamal Simington, Police Chief; Kenneth Bays, Assistant Police Chief, 5 minutes; and City Council Discussion, 5 minutes.)*

B. Consideration and action to approve, as a limited source, the Tyler MUNIS upgrade and Software as a Service Agreement and SaaS migration payment with Tyler Technologies, for various MUNIS modules of the City's Enterprise Resource Planning (ERP) system, cloud-hosted systems and storage, data migration, and project management in the amount of $371,463.00, as requested by the Information Technology Department. *(Recommended Motion: The proposed Agreement be approved.) (Presentation by Craig McBeath, Information Technology Director, 5 minutes; and City Council Discussion, 10 minutes.)*

C. Consideration and action to approve a Resolution Waiving the Formal Bidding Requirements and Approving the Necessary Agreements with OpenGov Inc. to provide a Citizen Services Platform for the Economic & Community Development Department, as requested by the Information Technology Department and the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Craig McBeath, Information Technology Director, 5 minutes; and City Council Discussion, 10 minutes.)*

9. Finance Director's Report

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

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. **Executive Session**

14. **Adjournment**

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

CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the September 12, 2022 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
CLK 2B DRAFT 09-12-2022 City Council Minutes_Regular Session

MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, SEPTEMBER 12, 2022, 6:00 P.M.

The City Council convened in regular session in the Government Center Chambers at 6:00 p.m., Monday, September 12, 2022. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Grant Walch	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
Julie Emig	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
De Urban	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Jeff Crabill	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. No emailed public comment was received. Loreene Buroker, Gary Lambert, and Scott Stimeling spoke in person.

Recognition/Appointments

The following item was presented:

Item 6.A. Proclamation for Pitt Hopkins Syndrome Awareness Day, as requested by the Administration Department.

Mayor Mwilambwe presented a Proclamation for Pitt Hopkins Syndrome Awareness Day. Tim Gleason, City Manager, accepted the Proclamation in honor of his grandson. He recognized his grandson and family and spoke about their experience with Pitt Hopkins.

The following item was presented:

Item 6.B. Recognition of a Boards & Commissions Re-Appointment, as requested by the Administration Department.

Leslie Yocum, City Clerk, recognized Edward Breitweiser for his appointment to the Transportation Commission.

The following item was presented:

Item 6.C. Recognition of Bloomington as a Gigabit City, as requested by the Administration Department.

Keith Leonard, Metronet Vice President of Communications and Chief of Staff, along with Kathy Scheller, Metronet Director of Government Affairs, recognized the City of Bloomington for being named a Gigabit City. They presented the City with a Gigabit City award, which Mayor Mwilambwe accepted on behalf of the City.

Consent Agenda

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

Council Member Boelen made a motion, seconded by Council Member Montney, to approve the Consent Agenda with the exception of 7.D. and 7.G.

Item 7.A. Consideration and action to approve the Minutes of the August 8, 2022 Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and action to approve Bills and Payroll in the amount of $9,987,570.94, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and action to approve an Appointment to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointment be approved.)

Item 7.D. was pulled from the Consent Agenda by Council Member Crabill.

Item 7.E. Consideration and action to approve 1) an Intergovernmental Agreement with the Illinois Department of Transportation for intersection lighting construction work at the intersection of IL Route 9 (Market Street) and US Route 150 (Rivian Motorway) and 2) a State Motor Fuel Tax Funding (MFT) Resolution, in the amount of $21,562.50 , as requested by the Public Works Department. (Recommended Motion: The proposed Agreement and MFT Resolution be approved.)

Item 7.F. Consideration and action on an Ordinance Amending Bloomington City Code Chapter 23 Authorizing the Mayor to Approve Lake Leases and Approving the City's Lake Lease Form, as requested by the Legal Department, and the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.G. was pulled from the Consent Agenda by Council Member Ward.

Item 7.H. Consideration and action on an Ordinance Approving a Special Use Permit for a Place of Worship in the B-1 (General Commercial) District, for the Property Located at 1319 Veterans Parkway, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.I. Consideration and action on an Ordinance Approving a Special Use Permit for a Place of Worship in the B-1 (General Commercial) District, for the Property Located at 802 S. Eldorado Road and Granting an Exception for the Operation of Liquor Licensed Establishments to Operate Within 100 Feet Pursuant to the Illinois Liquor Control Act, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.J. Consideration and action on an Ordinance Amending Chapter 6, Section 6-110(a) of the Bloomington City Code Authorizing the Liquor Commissioner to Grant Exemptions to the Location Restriction in that Subsection and a Similar Restriction in Section 6-11(a) of

the Liquor Control Act of 1934, as requested by the Legal Department, N/A. (Recommended Motion: The proposed Ordinance be Approved.)

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Montney, Emig, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

Items Pulled from the Consent Agenda

The following item was presented:

Item 7.G. Consideration and action on an Ordinance Approving a Special Use Permit for Vehicle Repair and Service in the M-1 (Restricted Manufacturing) District for the Property Located at 604 W. Division Street, as requested by the Economic & Community Development Department.

Council Member Ward discussed feedback she had received from the residents of Mason Street. She emphasized the importance of people knowing that illegally parked vehicles will be reported to the police and will face penalties.

Council Member Ward made a motion, seconded by Council Member Boelen, to approve the proposed Ordinance as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Montney, Emig, Becker, Urban, Ward, Crabill, Crumpler

Motion passed.

The following item was presented:

Item 7.D. Consideration and action to approve 1) the Purchase of two John Deere tractors: one 4-series tractor with snow blower and one 5-series tractor, for $171,100, using John Deere Sourcewell Joint Purchasing Contract 110719 -JDC; and one Tiger Mowers rear-arm flail mowing unit that mounts to the 5 series tractor, for $ 28,130, using the Sourcewell Contract 070821-TGR, for a total Purchase of $199,230, and 2) Authorization to trade in the surplus units, PR60 and 761, for a total credit of $19,500, for a net purchase of $179,730, as requested by the Parks and Recreation Department.

Council Member Crabill expressed interest in having local small businesses care for and mow areas of the City.

Council Member Crabill made a motion, seconded by Council Member Boelen, to approve the proposed Purchase and Trade-in as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Montney, Emig, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

Regular Agenda

No items were brought forward on the Regular Agenda.

City Manager's Discussion

City Manager Gleason discussed several upcoming downtown events and conferences, and discussed Where We Belong, which is the City's commitment to Welcoming Week. He spoke

about the recent Council Retreat held and complimented the elected officials on how well they are doing.

Mayor's Discussion

Mayor Mwilambwe discussed various events and spoke about the Council Retreat. He was happy with how it had gone and looked forward to how the community would benefit from the Council working together as a team. He moved on to discuss the Illinois Manufacturing and Technology Show he would be attending. He was excited to meet new people and build to relationships that would help Bloomington in the future.

Council Member's Discussion

Council Member Boelen spoke about Welcoming Week and how glad she was that it was growing and moving forward in its first official year. She provided details on events coming up.

Council Member Crumpler expressed appreciation to the Village of Hollybrook for meeting with him and spoke fondly of his time visiting with the residents.

Executive Session

Council Member Boelen made a motion, seconded by Council Member Crabill, to enter into Executive Session per Claim Settlement - Section 2(c)(12), Semi-Annual Review of Minutes - Section 2(c)(21), and Personnel - Section 2(c)(1) of 5 ILCS 120.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Montney, Emig, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

Return to Open Session and Adjourn

Council Member Boelen made a motion, seconded by Council Member Becker, to return to Open Session and Adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Montney, Emig, Becker, Urban, Ward, Crabill, Crumpler

Motion carried (viva voce).

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Mboka Mwilambwe, Mayor Amanda Stutsman, Deputy City Clerk

CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the September 26, 2022 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
CLK 2B DRAFT 09-26-2022 City Council Minutes Minutes_Regular Session

MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, SEPTEMBER 26, 2022, 6:00 P.M.

The City Council convened in regular session in the Government Center Chambers at 6:00 p.m., Monday, September 26, 2022. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Grant Walch	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
Julie Emig	Council Member, Ward 4	Absent
Nick Becker	Council Member, Ward 5	Present
De Urban	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Jeff Crabill	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Council Member Crabill made a motion, seconded by Council Member Boelen, to allow Council Member Urban to participate remotely due to illness.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Becker, Ward, Crabill, Crumpler

Motion carried.

Public Comment

Mayor Mwilambwe read a statement of procedure for public comment. Emailed public comment was received by Dave Kobus. No other public comment was received.

Recognition/Appointments

The following item was presented:

Item 6.A. Recognition of a Boards & Commissions Appointment, as requested by the Administration Department.

Leslie Yocum, City Clerk, recognized Carla Pohl for her appointment to the John M. Scott Healthcare Commission.

Consent Agenda

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

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

Item 7.A. Consideration and action to approve the Minutes of the August 22, 2022 Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and action to approve Bills and Payroll in the amount of $8,593,724.74, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and action to approve the John M. Scott Health Care Trust Fiscal Year 2022 Annual Trust Report , as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Annual Trust Report be approved.)

Item 7.D. Consideration and action to approve a Workers Compensation Claim Settlement involving former BPD Officer Jeremiah Liebendorfer in the amount of $207,338, as requested by the Human Resources Department. (Recommended Motion: The proposed Workers Compensation Settlement be approved.)

Item 7.E. Consideration and action to approve 1) the Purchase of two (2) LifePak 15 V4 cardiac monitor/defibrillators with annual service and maintenance plans from Stryker Medical, Quote #10521864 in the amount of $72,592.86, utilizing the federal GSA joint purchasing cooperative Contract #36F79721D0021, exp. 11/30/2025, and 2) Authorization to dispose of two (2) LifePak 15 units through trade-in credit, as requested by the Fire Department. (Recommended Motion: The proposed Purchase and Disposal be approved.)

Item 7.F. Consideration and action to approve an Ambulance Billing Contract, as requested by the Fire Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.G. Consideration and action on an Ordinance Approving the Final Plat of the Tenth Addition to Brookridge Apartments Subdivision, subject to the petitioner providing the required sureties, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved, subject to the petitioner providing the required sureties.)

Item 7.H. Consideration and action on an Ordinance Approving an Amended Preliminary Plan for Fox Creek Country Club Subdivision for Property Generally Located Near the Intersection of Carrington Lane and Fox Creek Road, PINs: 20- 24-205-014 & 20-24-100-019, Consisting of 16.68 Acres More or Less, as requested by the Economic & Community Development Department, N/A. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.I. Consideration and action on an Ordinance Approving a Site Plan for a Restaurant and Drive- Through in the B -1 (General Commercial) District for Property Located at 506 IAA Drive, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.J. Consideration and action to approve the Request from Bloomington Normal Jaycees, who will hold an annual Bruegala fundraiser in Downtown Bloomington on Friday, October 7, 2022, for a Class LB (Limited/Beer and Wine) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Item 7.K. Consideration and action to approve the Request from Bloomington Normal Sunrise Rotary, who will hold an annual Oktoberfest 5K Run/1 Mile Walk fundraiser at 1750 GE Road on Sunday, October 16, 2022, for a Class LB (Limited/Beer and Wine) Liquor License, as

requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Item 7.L. was pulled from the Consent Agenda by Council Member Walch.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

Items Pulled from the Consent Agenda

The following item was presented:

Item 7.L. Consideration and action to approve the Application from B FORE, LLC, d/b/a X-Golf Bloomington, to be located at 1407 N. Veterans Pkwy, Units 2 and 3, requesting a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Council Member Walch inquired about the facility's interest in a Video Gaming license. City Clerk Leslie Yocum stated that she was unaware if the applicant had expressed interest and reminded Council that no license were currently available. Interested parties anyone interested would have to submit a Video Gaming application and, if approved, could join the Video Gaming Waitlist.

Council Member Walch made a motion, seconded by Council Member Boelen, to approve the License as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

Regular Agenda

The following item was presented:

Item 8.A. Presentation on recommended City programs to distribute American Rescue Plan Act funding within approved City Council categories of spending and ARPA allowances, as requested by the Economic & Community Development Department, and the Administration Department.

City Manager Tim Gleason introduced the Item and spoke about the approach taken to organize spending into the categories set by Council. He shared that some existing programs aligned perfectly within the categories and would not need Council approval, whereas others would require Council action and would be brought forward at the October 10, 2022 Council meeting. He then introduced Melissa Hon, Director of Economic & Community Development, and Billy Tyus, Deputy City Manager.

Mr. Tyus shared that the City had received $13.4 million dollars in American Rescue Plan Act (ARPA) funds. He reminded the public that in July Council had approved three categories of funding for staff to use in allocating spending and that spending also had to fit within the categories defined by the United States Treasury. He defined the three categories as Infrastructure, Economic Development, and Socioeconomic Opportunity. He discussed how the three "buckets" had been used to fund much needed projects, as well as explained more

of the process including outlining Federal rules. He was confident that the Item sat within the rules as proposed.

Ms. Hon provided examples of how the funds would impact the community and small businesses. She spoke about grants, income qualifications for particular programs, application processes, and outlined various types of assistance available.

Mr. Tyus noted income restrictions and stated that funds had to be obligated by 2024 and spent by 2026.

Council Member Crabill inquired about funds that had already been obligated and asked whether applications would be accepted after 2024 if funds remained. Ms. Hon responded that the goal was to spend the funds by 2024 and that she expected them to go quickly. Council Member Crabill and Ms. Hon then discussed application approval processes and funding limits. Council Member Crabill recommended raising the funding cap higher than $150,000 as he believed bigger projects make bigger impacts. Mr. Tyus, Ms. Hon, and Council Member Crabill discussed funding further.

Council Member Crumpler expressed interest in raising the cap as well. Mr. Tyus explained that the hope was that those being funded would be seeking several funding sources, not just the City, so the $150,000 would just be part of each project's funding.

Council Member Ward expressed excitement and asked which programs would not require Council approval and why. Mr. Tyus stated that the programs would come back to Council for approval, but that the actual grant approvals wouldn't necessarily come back to Council. He stated that staff would score applications and make recommendations based on scores. They then discussed using a lottery process to select recipients, as well as other application requirements.

Council Member Walsh confirmed with Mr. Tyus that there would be set qualifications outlined to guide applicants. He recommended that lead and radon remediation and energy efficiency driven applications be accelerated.

Council Member Boelen expressed strong opinions on how ARPA funds should be spent. She and Ms. Hon discussed landlords being able to apply as small businesses.

Council Member Ward made a motion, seconded by Council Member Crabill, to extend the meeting time by 15 minutes.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

Council Member Boelen wanted to see the funds go towards rehabbing rentals. She spoke about a law recently passed regarding tax abatement and stated that she wanted funding relief for landlords. She spoke about the non-for-profits already receiving federal funding and asked if they would be disqualified. She discussed it further with Ms. Hon.

Council Member Montney spoke about the number of public comments received regarding impacts rental housing stock in relation to Council's decision to tie landlords to water bills. She believed landlords getting stuck with large water bills was a direct result from the COVID-19 Pandemic and subsequent policy making by Council. She requested more information and stress that the ARPA funding was provided so they could assist in such situations.

Council Member Ward asked for clarity regarding what constitutes a COVID relief effort in terms of where funds could go.

Jeff Jurgens, Corporation Counsel, recommended using the ARPA buckets instead of the City's buckets. He stated that Treasury guidelines allowed spending on several different items and gave examples for support. He spoke about how the differing categories would require staff to review and make sure all the appropriate boxes of the Treasury guidelines were checked. He stated that some items are directly related to COVID and others are not.

Council Member Crabill spoke about the need for a community navigator for landlords and tenants, and ask if such a position fit into a bucket. Ms. Hon believed it would. He recommended reducing water bills, rather than providing funds to pay them.

Council Member Walch asked about qualifications under ARPA specific to grants for single family homes. He believed helping homeowners would in turn help small businesses.

Council Member Boelen expressed appreciation for the good job done by staff.

Mayor Mwilambwe thanked staff for getting a jump on things discussed at the Council Retreat.

The following item was presented:

Item 8.B. Consideration and action on an Ordinance Approving the Fifth Amendment to the Contract Between the City of Bloomington and Tim Gleason, as requested by City Council.

Mayor Mwilambwe complimented City Manager Tim Gleason on his overall performance. He noted Mr. Gleason's excellent financial management of the City and spoke about several agreements and projects coming up. He discussed how Mr. Gleason is widely respected throughout the community and how talent like him is hard to find and highly sought after. He stated that because of this, Council had decided to give him a 3.5% raise and recognized his job well done during what was a very challenging year. He stated that the raise was also an expression of he and Council’s desire to retain Mr. Gleason as City Manager. He then gave Council the opportunity to speak.

Council Member Crabill stated he agreed with Mayor’s comments, and he commended the job Mr. Gleason did during and since COVID.

Council Member Crabill made a motion, seconded by Council Member Ward, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

Finance Director's Report

Scott Rathbun, Finance Director, presented the Fiscal Year ("FY") 2023 financial summary through September 15, 2022. He discussed major tax revenues and highlighted year-to-date variances, as well as variance causes. He talked about COVID impacts on local Motor Fuel Tax and covered FY23 general fund revenues and expenditures highlighting key factors. He discussed enterprise funds and how contract funding was encumbered, and how revenues were applied. He reminded everyone budget books and other resources could be found online.

Council Member Walch asked about Fire Department equipment being delayed and Mr. Rathbun explained and clarified information included in his presentation.

Council Member Montney asked if the City budgeted for a certain number of water main breaks per year and if so, what that looked like. Mr. Rathbun explained that there's an assumption for annual repairs included, as well as capital improvements projects that address repairs on a larger scale. She then mentioned specific issues needing budgeted for. Mr. Rathbun stated that he would discuss with Mr. Gleason an opportunity to dive deeper into some areas of the budget included in his review. Mr. Gleason stated that a Committee of the Whole meeting would be good for that and to discuss enterprise funds further as well.

Council Member Boelen did not want to cut corners when it came to Fire and Police. Mr. Rathbun agreed and stressed the importance of relying on Department Head expertise.

Council Member Crabill asked about the budget process for 2024 and Mr. Gleason stated the process started the day after FY23 ended. He spoke about this year getting Council involved via 3-on-1s 4 to 6 weeks earlier.

City Manager's Discussion

City Manager Gleason thanked staff, the community, and the elected officials for allowing him to work with such an excellent team. He spoke about being proud of Council and all the work they are doing. He then discussed various upcoming downtown events.

Mayor's Discussion

Mayor Mwilambwe briefly addressed a situation that happened at Pride Fest. He stated that he wanted Bloomington to remain open to diversity. He then mentioned several events and spoke about The Place for Children with Autism.

Council Member's Discussion

Council Member Ward wished all the Jewish members of the community a sweet and happy new year as they entered into the season of High Holy Days.

Council Member Montney spoke about the 50th Anniversary of the Evergreen Racket Club and gave high praise to the good work of the membership and the community.

Executive Session

No Executive Session was held.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Becker, to adjourn.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Becker, Urban, Ward, Crabill, Crumpler

Motion carried (viva voce).

The meeting adjourned at 7:26 PM.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Mboka Mwilambwe, Mayor Amanda Mohan, Deputy City Clerk

CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the October 10, 2022 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
CLK 3B DRAFT 10-10-2022 City Council Minutes_Regular Session

MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, OCTOBER 10, 2022, 6:00 P.M.

The City Council convened in regular session in the Government Center Chambers at 6:00 p.m., Monday, October 10, 2022. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Grant Walch	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
Julie Emig	Council Member, Ward 4	Absent
Nick Becker	Council Member, Ward 5	Present
De Urban	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Jeff Crabill	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. James Montjoy had emailed public comment prior to the meeting. No other public comment was received.

Recognition/Appointments

No Recognitions or Appointments were presented.

Consent Agenda

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

Council Member Boelen made a motion, seconded by Council Member Crumpler, to approve the Consent Agenda with the exception of 7.H.

City Clerk Leslie Yocum stated that the legal descriptions for Items 7.D. and 7.E. that were flip-flopped in the Council packet had been corrected and reposted online prior to the meeting. She clarified that the meeting's agenda had no issues, and Council would consider the Items as corrected.

Item 7.A. Consideration and action to approve Bills and Payroll in the amount of $7,455,338.61, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.B. Consideration and action to approve an Intergovernmental Agreement between the City of Bloomington and Bloomington Public Schools, District 87, so that they can purchase rock salt from the City during winter 2022-2023, in the amount of the cost per ton the City paid for the rock salt plus a storage and handling, and loading fee of $5.00 per

ton, not to exceed 250 tons per fiscal year, with automatic renewals through April 30, 2028 , as requested by the Public Works Department, N/A. (Recommended Motion: The proposed Intergovernmental Agreement be approved.)

Item 7.C. Consideration and action to approve an Agreement with T2 Systems Inc., for three years, to provide hosting services for the City's T2 Flex Parking Management System for the first-year cost of $40,199.63, second-year cost of $42,209.61, and third-year cost of $44,320.11, for a total cost of $126,729.35, as requested by the Information Technology Department, and the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.D. Consideration and action to approve an Ordinance Approving the Final Plat of The Grove on Kickapoo Creek Sixth Addition, subject to the petitioner providing the required sureties and tap-on fees, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved, subject to the petitioner providing the required sureties and tap-on fees.)

Item 7.E. Consideration and action to approve an Ordinance approving the Final Plat of the Redivision of Lot 20 of Twelfth Addition to Hawthorne Commercial Subdivision , as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.F. Consideration and action to approve an Ordinance approving the Final Plat of Third Addition to Cedar Ridge Subdivision, subject to the petitioner providing the required sureties and tap-on fees, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved, subject to the petitioner providing the required sureties and tap-on fees.)

Item 7.G. Consideration and action on an Ordinance approving the Final Plat of Route 51 Subdivision Second Addition, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.H. was pulled from the Consent Agenda by Council Member Becker.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

Items Removed from the Consent Agenda

The following item was presented:

Item 7.H. Consideration and action on an Ordinance Authorizing a Construction Agreement between the City of Bloomington and G. A. Rich & Sons, Inc., for Water Treatment Plant Chemical Systems Improvements (Bid #2023-06), in the amount of $1,510,850, as requested by the Public Works Department.

Council Member Becker recused himself at 6:05 p.m. out of an abundance of caution as an attachment in Item 7.H. named his employer.

Council Member Montney made a motion, seconded by Council Member Boelen, to approve the proposed Ordinance as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Urban, Ward, Crabill, Crumpler

Motion carried.

Council Member Becker returned to the meeting at 6:06 p.m.

Regular Agenda

The following item was presented:

Item 8.A. Consideration and action to approve the IATSE Local 193 Contract, as requested by the Human Resources Department.

Deputy City Manager Billy Tyus introduced the Item and noted that IATSE stood for International Alliance of Theatrical Stage Employees, including Moving Picture Technicians, Artists, and Allied Crafts of the United States, Territories, and Canada. He stated that IATSE covered workers involved in events at the Bloomington Center for Performing Arts ("BCPA") and Grossinger Motors Arena. He then recognized IATSE leadership and multiple City employees who had been involved in the union negotiations.

Mayor Mwilambwe thanked union staff and IATSE leadership.

Council Member Boelen made a motion, seconded by Council Member Becker, to approve the proposed Contract as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

City Manager's Discussion

Deputy City Manager Tyus highlighted that the City had been selected to host the upcoming Illinois Main Street Conference in Bloomington's Downtown. He ended by discussing multiple other upcoming events to be held in Downtown Bloomington.

Mayor's Discussion

Mayor Mwilambwe expressed excitement for the Illinois Main Street Conference and discussed community events he had recently attended.

Council Member's Discussion

Council Member Crumpler shared that he had recently attended an Immigration Project Luncheon and highlighted the impact the Immigration Project had on the local community.

Council Member Crabill elaborated on his experience at the Immigration Project Luncheon and also discussed the impact the organization had on the community. He noted appreciation for the partnerships between the City and unions. He ended by recognizing Indigenous People's Day and the upcoming celebrations.

Council Member Boelen recognized that October was National Depression and Mental Health Month. She stressed the importance of self-care and shared resources available to the community.

Executive Session

No Executive Session was held.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Becker, to adjourn.

Mayor Mwilambwe directed the Clerk to call roll:

Motion carried (viva voce).

The meeting adjourned at 6:18 p.m.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Mboka Mwilambwe, Mayor Amanda Stutsman, Deputy City Clerk

CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of $9,316,363.91, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved $9,316,363.91 (Payroll total $2,763,126.47, Accounts Payable total $6,084,406.86, Bank Transfers total $468,830.58).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joshua Moreland, Support Staff V

ATTACHMENTS:
FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
10/7/2022	$ 2,209,172.51	$ 554,075.09	$ 2,763,247.60
10/7/22 - 10/10/22 Off Cycle Adjustments	$ (131.70)	$ 10.57	$ (121.13)
	PAYROLL TOTAL		**$ 2,763,126.47**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
10/24/2022	AP General	$ 4,508,919.01
	AP JMScott	
10/24/2022	AP Comm Devel	$ 8,616.67
10/24/2022	AP IHDA	$ 1,710.00
10/24/2022	AP Library	$ 1,458,735.79
10/24/2022	AP MFT	$ 1,248.61
10/6/22 - 10/19/22	Out of Cycle	$ 105,176.78
7/5/22 - 10/11/22	AP Bank Transfers	$ 468,830.58
	AP TOTAL	**$ 6,553,237.44**

PCARDS

Date Range
PCARD TOTAL

GRAND TOTAL	**$ 9,316,363.91**

Respectfully,

F Scott Rathbun
Director of Finance

CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: October 24, 2022

WARD IMPACTED: Ward 3

SUBJECT: Consideration and action on the Purchase of Playground Equipment for Sweeney Park from Cunningham Recreation, d/b/a Game Time, in the amount of $112,129.14 utilizing an OMNIA Partners Contract #2017001134 expiring 6/30/2024, as requested by the Parks & Recreation Department and the Finance Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities
Goal 4. Strong Neighborhoods
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
Objective 4d. Improved neighborhood infrastructure
Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: Sweeney Park was farmland donated by the Sweeney family to the City of Bloomington for park development. It is presently, open space with grass only. A public meeting was held in 2019 and community feedback received for this park which included the desire for a playground. With this playground equipment purchase and future added amenities, Sweeney Park will be developed into a new park within walkability of high-density residential housing in Ward 3 on Pamela Dr.

This request meets a recommendation of the 2019 City Council adopted City of Bloomington - Parks Comprehensive Master Plan under Action Plan, Level of Service 1.1.ac: According to the GRASP® analysis, Bloomington's population density is above average but below average for Level of Service Per Acre/Population Per Acre. The Department should focus on providing a higher level of service within parks due to the increase of people utilizing the parks and facilities.

The City has benefitted from the relationship with Cunningham Recreation, d/b/a GameTime, in building and refurbishing playgrounds throughout the City, and Parks & Recreation staff are trained to install their playgrounds. The attached quote shows the initial total cost of $163,717.24. GameTime has given the City a Cash with Order Grant (credit) in the amount of $53,735.10 off of the entire purchase, which reduces the total cost to $109,982.14. The City additionally, will obtain a payment bond of $2,147.00 for the project. The Cash with Order Grant is only applicable if the purchase is made by October 31, 2022. The total amount for the purchase with the Cash with Order Grant and payment

bond is $112,129.14. GameTime has a Joint Purchasing Cooperative Contract through the OMNIA Partners that the City would like to use for this purchase. The City has had a very positive experience with the service and products of GameTime through Cunningham Recreation, for many years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Sweeney Family, Ward 3 residents, Cunningham Recreation c/o Renee Beard

FINANCIAL IMPACT: If approved, the City will purchase the Playground Equipment for Sweeney Park from the Capital Improvement-Capital Outlay Equipment Other than Office account (40100100-72140) in the amount of $112,129.14 utilizing the OMNIA Partners Contract #2017001134, exp. 6/30/2024. Stakeholders can locate this in the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on pages 81, 83, 224, 247 and 261.

If this playground is not purchased by October 31st, 2022 we will no longer be eligible for the GameTime Cares Grant included, and an additional price increase of 27% will occur starting November 1, 2022.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal HL-1 Create Parkland green space system that provides for a variety of active and passive recreational and wellness activities for current and future residents.

Respectfully submitted for consideration.

Prepared by: Eric Veal, Director of Parks and Recreations

ATTACHMENTS:
P&R 1B QUOTE Sweeney Park Playground - 10242022
P&R 1C BOND Sweeney Park Playground - 10242022
P&R 1D GRANT CERTIFICATE GameTime - 10242022
P&R 1E OMNIA Partners, Playcore DBA Gametime - 10242022
P&R 1F SweeneyPark Rendering - 10242022
P&R 1G Sweeney Park Playground Model - 10242022

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

10/11/2022
Quote #
162613-01-01

Sweeney Park (Cash with Order Grant)

Bloomington Parks and Recreation
Attn: Eric Veal
1813 Springfield Road
Bloomington, IL 61701
Phone: 309-434-2260
eveal@cityblm.org

Ship to Zip 61701

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PowerScape Modular Unit for Ages 5-12 (per attached drawing) *[Deck:Pvc:_____]* *[Basic:_____]* *[Metal Roof:_____]* *[Deck:Pvc:_____]* *[Accent:_____]* *[Roto Plastic:_____]* *[Roto Plastic:_____]* *[Rock Plastic:_____]* *[Tube:_____]* *[Arch:_____]* *[HDPE:_____]* *[Basic:_____]*	$103,321.00	$103,321.00
		(4) 80001 -- 49"Tri Punched Steel Deck		
		(6) 80167 -- Roof Ext 24" W/Rivet		
		(2) 80206 -- Tin Roof Hex		
		(1) 80657 -- Access Attachment 4'		
		(1) 81510 -- Horiz Loop Lad Link 98"Lk		
		(1) 81670 -- Crunch Bar		
		(1) 81699 -- Bongos		
		(1) 81766 -- Leaf Seat		
		(2) 90004 -- Two Piece Hex Deck		
		(1) 90020 -- 1'-0" Transfer System W/ Barrier		
		(1) 90067 -- 8' Crazy Eight Climber		
		(1) 90097 -- 7' Rockscape Climber		
		(1) 90108 -- 6'-6"/7' Schooner Climber		
		(1) 90189 -- Ganza Panel		
		(1) 90207 -- Overhead Ladder Access Package		
		(1) 90235 -- Gt Jam Box		
		(3) 90269 -- 11' Upright, Alum		
		(4) 90270 -- 12' Upright, Alum		
		(3) 90271 -- 13' Upright, Alum		
		(2) 90272 -- 14' Upright, Alum		
		(8) 90273 -- 15' Upright, Alum		
		(1) 90286 -- 8' Sky Hi Spiral Tube Slide, 30" Dia		
		(2) 90306 -- Climber Archway W/Socket & Barrier		

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

10/11/2022
Quote #
162613-01-01

Sweeney Park (Cash with Order Grant)

Quantity	Part #	Description	Unit Price	Amount
		(1) 90391 -- 3'-0" Overhead Climber Access Ladder		
		(1) 90403 -- Sloped Funnel Climber W/ Guardrail		
		(1) 90411 -- Climber Archway W/ Barrier		
		(1) 90418 -- Rockscape Archway Package (5' & 7')		
		(1) 90508 -- 4' Double Zip Slide, Std Dk		
		(1) 90619 -- Ergo Climber (4'-0" & 4'-6")		
		(1) 90642 -- Spiral Climber (8'-0")		
		(1) 90713 -- Frog Slide Puzzle-Gadget Pnl Above Dk		
		(1) 90840 -- Xcelerator		
		(1) 90874 -- Farm Animals Half Panel		
		(1) 91108 -- Coral Climber (3D) 5'-6" Thru 6'-6"		
		(1) 91146 -- Entryway - Guardrail		
		(1) 91179 -- 4' 0" Transfer Platform - Timbers		
		(2) 91201 -- 2' 0" Transfer System - Timbers		
		(1) 91207 -- Mini Arch Bridge - Timbers		
		(1) 91208 -- Climber Entryway - Guardrail		
		(2) 91209 -- Climber Entryway - Barrier		
		(1) 91246 -- 5'6" - 6'0" Leaf Scramble Up		
		(2) G90269 -- 11' Upright, Galv		
		(4) G90273 -- 15' Upright, Galv		
4	6071SP	GameTime - 5" Corn Stalk Climber Large	$3,340.00	$13,360.00
1	4986RP	GameTime - Farm Animal Panel Match/ Maze	$1,920.00	$1,920.00
1	5961SP	GameTime - VistaTree Top 4 *[Accent:_____] [Accent 2:_____] [Basic:_____] [Basic 2:_____] [Netting:_____]*	$19,305.00	$19,305.00
1	178749	GameTime - Owner's Kit	$66.00	$66.00

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

10/11/2022
Quote #
162613-01-01

Sweeney Park (Cash with Order Grant)

Quantity	Part #	Description	Unit Price	Amount
1	2022 GT-Grant	MISC - 2022 Matching Funds Grant- **Grant Rules and Limitations:** **To qualify for up to 100% matching grant**, list price of the qualifying playground system must exceed $75,000, and **payment in full must accompany your order**. For play systems with a list price of less than $75,000 and greater than $25,000 with payment in full, GameTime playground grants are available with matching funds up to 75%. For play systems that exceed $25,000, and purchased with credit terms, matching funds are available up to 60%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, IONiX®, and select Modern City PlayLab® systems only. THRIVE (up to $7,000), GTfit (up to $7,000), and Challenge Course (up to $25,000) are also eligible for funding from GameTime. Modern City freestanding structures, VistaRope, freestanding net structures, Altus and Spire Towers, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be validated by the project administrator. GameTime reserves the right to decline any application for a GameTime grant. **Orders accepted by GameTime must ship by December 30, 2022. GameTime will accept grant orders until November 1, 2022, or until all eligible funds are disbursed, whichever comes first.** GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2022 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Material surcharges apply.		
Contract: OMNIA #2017001134			**Sub Total**	$137,972.00
			Grant	($53,735.10)
			Material Surcharge	$19,325.24
			Freight	$6,420.00
			Total	**$109,982.14**

Comments

* MATERIALS ONLY: Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.

* Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.

* Customer responsible for borders and safety surfacing (or priced upon request).

*** Pricing is only valid through November 1, 2022 only. Any orders placed after this date will be subject to a price increase.**

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

10/11/2022
Quote #
162613-01-01

Sweeney Park (Cash with Order Grant)

GAMETIME - TERMS & CONDITIONS:

- **PRICING: Due to volitile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.**
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than $5,000.
  Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.)**. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 12-14 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

10/11/2022
Quote #
162613-01-01

Sweeney Park (Cash with Order Grant)

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number:_____ Date: _____

Purchase Amount: **$109,982.14**

SALES TAX EXEMPTION CERTIFICATE #: E99949903

(PLEASE PROVIDE A COPY OF CERTIFICATE)

J. Renee Beard _____

Salesperson's Signature Customer Signature

BILLING INFORMATION:

Bill to: City of Bloomington

Contact: Finance Dept - Accounts Payable

Address: 109 East Olive Street

Address: _____

City, State: Bloomington, IL Zip: 61701

Tel: 309-434-2334 Fax: _____

E-mail: accountspayable@cityblm.org

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

Verify that all of your Illinois Sales Tax Exemption Certificate information is correct

- ✓ **If not,** contact us immediately.
- ✓ ***Do not discard*** **-** your Illinois Sales Tax Exemption Certificate is an important tax document that authorizes you to purchase tangible personal property for use or consumption tax-free.

OFFICIAL DOCUMENT State of Illinois - Department of Revenue OFFICIAL DOCUMENT

Illinois Sales Tax Exemption Certificate

CITY OF BLOOMINGTON

PO BOX 3157
BLOOMINGTON IL 61702-3157

Sales Tax Exemption Certificate

Issue date:
02/10/2020
Expiration date:
03/01/2025

Sales Tax Exemption **E99949903**

Organization type: **Governmental**

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.

ILLINOIS REVENUE
Director

OFFICIAL DOCUMENT - DO NOT DESTROY

STAX-70 (R-05/16)

P-001848

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

10/18/2022
Quote #
162613-02-01

Sweeney Park - Payment Bonds

Bloomington Parks and Recreation
Attn: Eric Veal
1813 Springfield Road
Bloomington, IL 61701
Phone: 309-434-2260
eveal@cityblm.org

Ship to Zip 61701

Quantity	Part #	Description	Unit Price	Amount
1	BONDS	MISC - Payment Bonds	$2,147.00	$2,147.00
Contract: OMNIA #2017001134			**Sub Total**	$2,147.00
			Total	**$2,147.00**

Comments

* MATERIALS ONLY: Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.

* Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.

*** In reference to Q# 162613-01-01.**

GAMETIME - TERMS & CONDITIONS:

- **PRICING: Due to volitile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.**
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10/18/2022
Quote #
162613-02-01

Sweeney Park - Payment Bonds

SUPPLY ONLY:

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ACCEPTANCE OF QUOTATION:

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Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number:_____ Date: _____

Purchase Amount: **$2,147.00**

SALES TAX EXEMPTION CERTIFICATE #:_____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

J. Renee Beard _____ _____

Salesperson's Signature Customer Signature

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Bill to: City of Bloomington

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Address: 109 E. Olive Street

Address: _____

City, State: Bloomington, IL Zip: 61701

Tel: 309-434-2334 Fax: _____

E-mail: accountspayable@cityblm.org

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

GameTime® A PLAYCORE Company Cares

CERTIFICATE OF GRANT AWARD

This certificate entitles

_____

to a GameTime Cares® Playground Grant Funding Award of

$53,735.10

_____.

Funds must be claimed, and orders must be received no later than November 1, 2022, and must accompany a qualifying play system purchase. Award may not be combined with any other order or special offer. Other terms and conditions apply. Contact your local GameTime representative at 800-235-2440 for complete details about this grant award.

S. Spencer Cheak
President, GameTime

GameTime A PLAYCORE Company

GameTime

GameTime
Playground Solutions

Click to expand menu ▾

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001134

July 1, 2017 through June 30, 2022
Option to renew for two (2) additional two-year periods through June 30, 2026
RENEWED THROUGH June 30, 2024

Executive Summary

- Uniform Guidance
- Due Diligence

Master Agreement Documents

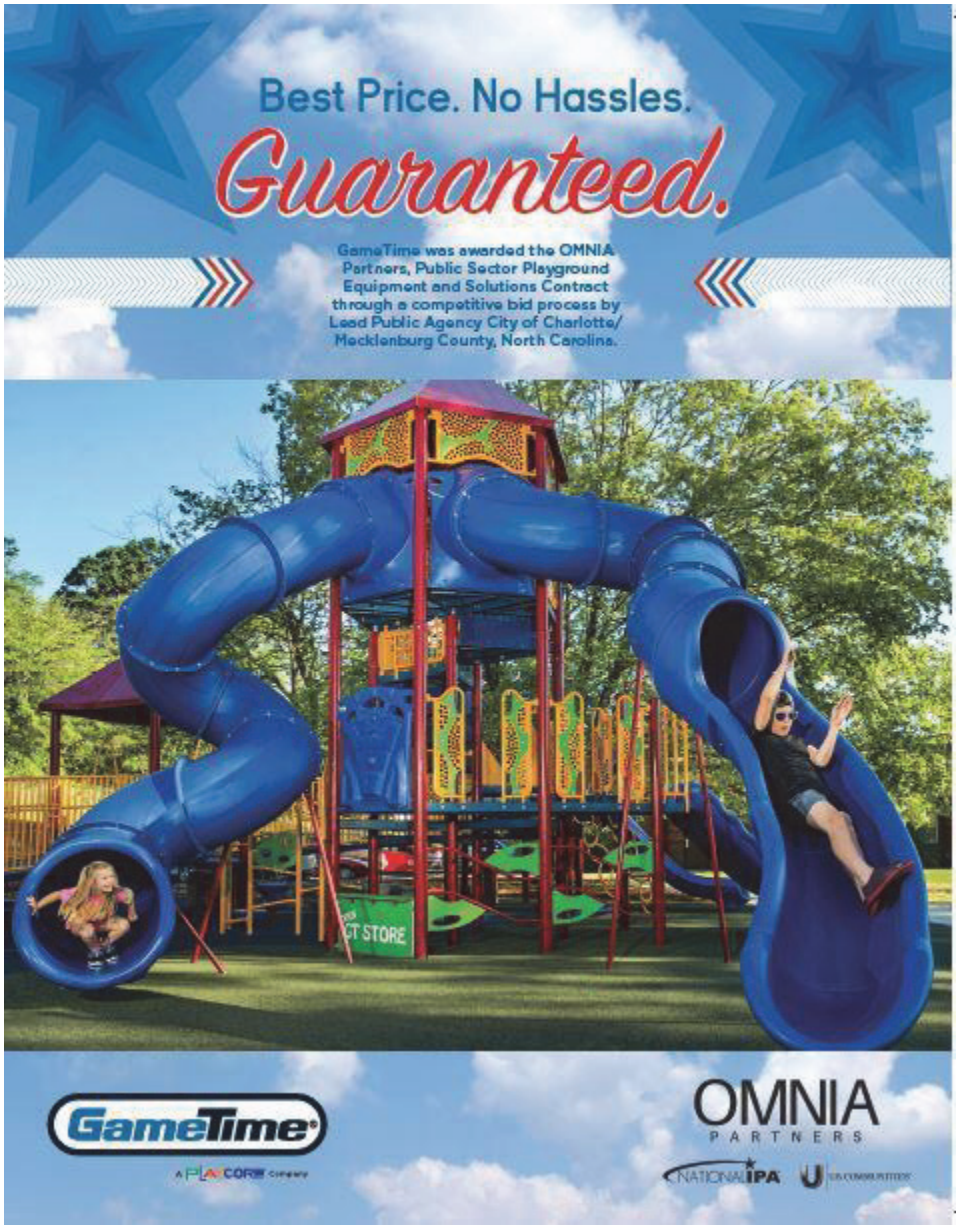
- GameTime Contract 2017001134
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 8
- Contract Amendment 9
- Contract Amendment 10
- Contract Amendment 11
- Contract Amendment 12

Solicitation Process

- RFP Playground Equipment 269-2017-028
- RFP 269-2017-028 Addendum 1
- RFP 269-2017-028 Addendum 2
- RFP 269-2017-028 Addendum 3
- RFP 269-2017-028 Postings Document

REQUEST CONTRACT INFORMATION

Click to Download



Contact Information

Clint Whiteside
Manager of Sales Operations
GameTime / PlayCore
Mobile: (256) 638-5914
Clint.whiteside@gametime.com

SUPPLIER WEBSITE

Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

First name**

Last name**

Company name**

Agency Type **

Email**

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

☐ **I agree***

SIGN UP FOR EMAIL UPDATES

Contracts

Solicitations

About Us

Who We Serve

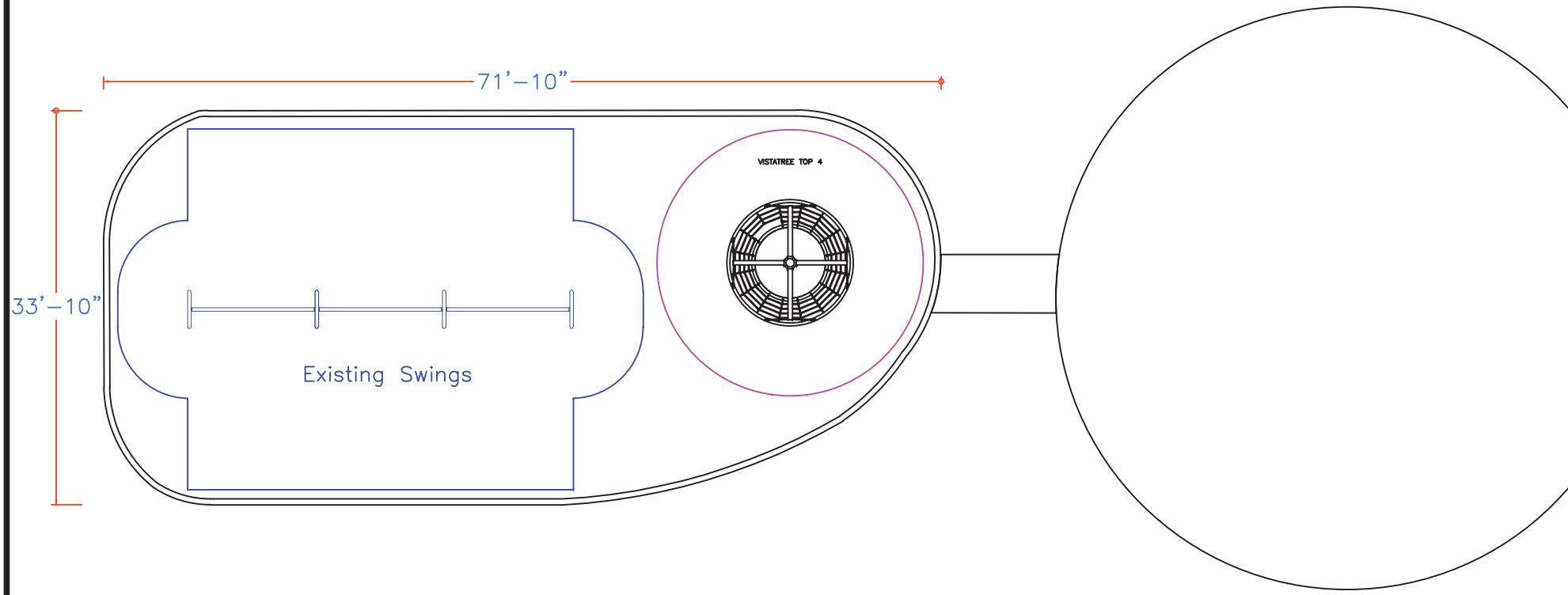
Resources

Contact Us

Careers

Privacy Policy | Terms of Use

Sweeney Park
Bloomington, IL
Design • Build • PLAY!
Deck
Stairs
Freestanding


71’–10”
33’–10”
VISTATREE TOP 4
Existing Swings

CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on the Purchase of Golf Course Maintenance Equipment from John Deere in the amount of $396,397.22 utilizing the Sourcewell Cooperative Purchasing Agreement Contract #031121-DAC, exp. 4/30/2025, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

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

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

BACKGROUND: Our three (3) golf courses are considered to be among the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4 ½ star rating (out of 5). This places the course alongside only six other courses in the state of Illinois in the same fee category to receive the honor. Prairie Vista received a 4 star rating while Highland Park received a 3½ star rating. Golf Digest also once voted Bloomington/Normal the fifth best city to live for golf in the country. The courses regularly host events from throughout the state, most notably, the Illinois High School State Finals (IHSA) held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain our courses in a manner that is consistent with the expectations of our customers, we need to continue providing quality playing surfaces.

Due to the current age of our golf maintenance equipment, with mowers and equipment often twice past the industry standard replacement schedules, staff is not able to work in an efficient manner as a significant amount of time is being spent attempting to repair aging equipment. As older pieces of equipment and vehicles are retained beyond their expected lifespan, the consequences are that outdated equipment is less reliable (leads to inefficiency in getting tasks finished), experiences more mechanical failures (leads to higher repair and maintenance costs), and is less effective (results in a reduction in course conditioning). Our entire staff will be working more efficiently when equipment is not frequently breaking down. Newer equipment means less maintenance, fewer repairs, and increased reliability.

Staff requests to obtain the John Deere mower and equipment utilizing the Sourcewell Cooperative Purchasing Agreement (Contract Grounds Maintenance) 031121-DAC, exp. 4/30/2025) for this purchase. Included in this purchase will be the following equipment: four greens mowers, one fairway mower, two gator/utility vehicles, one wide area sprayer and one trap rake.

Equipment ordered on this joint cooperative for Deere equipment goes through the servicing dealer, ERB Turf. ERB Turf has been a valued partner in past similar purchases with the City and proven through the years to provide the equipment meet the City performance expectations and the equipment lasts beyond the typical replacement schedule. Additionally, their service is exceptional with their staff providing our staff with many cost saving suggestions to keep the equipment in proper working condition.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase Golf Course Maintenance Equipment from John Deere in the amount of $396,397.22 utilizing the Sourcewell Cooperative Purchasing Agreement Contract #031121-DAC, exp. 4/30/2025. The breakdown in equipment by course is as follows:

Highland Park - $107,264.12 in total
Fairway Mower - $73,159.12
Gator/Utility Vehicle - $34,105

Prairie Vista - $139,253.48 in total
Two Greens Mowers - $81,660.48
Sprayer - $57,593

The Den - $149,879.60 in total
Two Greens Mowers - $95,228
Gator/Utility Vehicle - $34,105
Trap Rake - $20,546.60

The total budget for all items is $395,000 which exceeds budget by $1,397.20. The items are budgeted utilizing the Capital Lease-Capital Outlay Equipment Other than Office account (40110147-72140). Stakeholders can locate this in the FY 2023 Budget Book titled "Other Funds & Capital Improvement on pages 94 and 99. At the time of delivery and payment, Finance will look to possibly pay cash if possible for this equipment. If so, a budget amendment would be brought back for City Counci approval.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

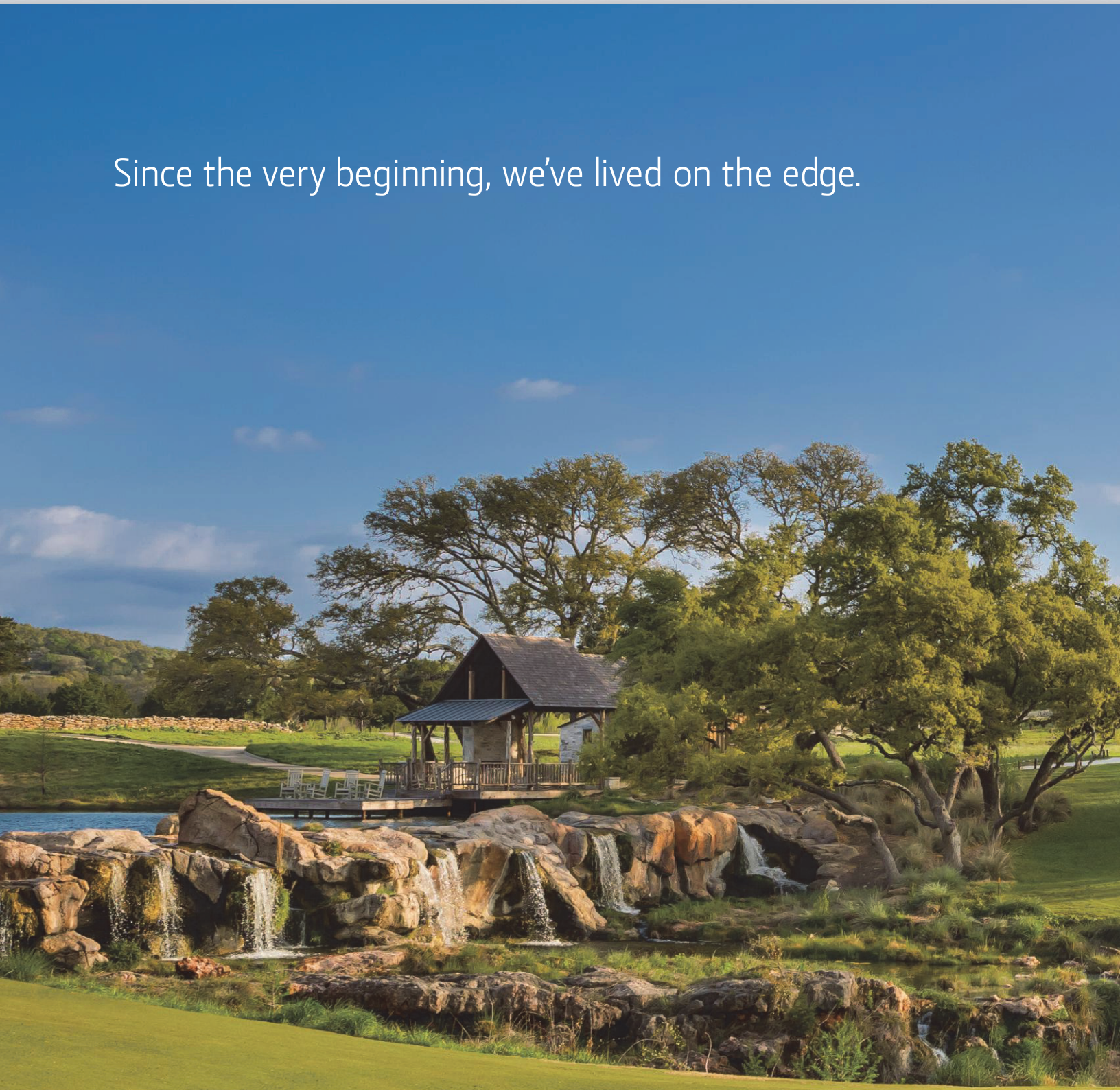
Respectfully submitted for consideration.

Prepared by: Jason Wingate, Superintendent of Golf

ATTACHMENTS:
P&R 3B - John Deere Golf Product Guide
P&R 3C - Sourcewell Deere Contract #031121
P&R 3D John Deere Equipment List.pdf

JOHN DEERE GOLF

Since the very beginning, we've lived on the edge.



4-5	Commitment
6-7	A Model Intro
8-9	A Model TechControl
10-11	A Model Fairway Mowers
12-13	A Model Trim and Surrounds
14-15	A Model Rough Mowers
16-17	Hybrid Technology, Cutting Units
18-19	A Model Rough Mowers
20-21	Walk Greens Mowers
22-23	Riding Greens Mowers
24-25	Aerators, Bunker Rakes
26-27	ProGator™, Sprayers
28-29	Utility Vehicles, Commercial Mowing
30-31	Compact Tractors, Skid Steers
32-33	John Deere Financial, STIHL®
34-35	Parts

And we've brought everyone who has ever owned a John Deere golf product there as well. Keeping them on the edge of quality. On the cutting edge of innovation. Firmly on the edge of integrity. And never leaving the edge of commitment.
In 1987, we brought those same qualities to the golf course industry, becoming a formidable player in less than ten years. Today, we're still pushing that edge of quality, innovation, integrity and commitment at courses all over the world.
On behalf of our entire network of John Deere Golf distributors and employees worldwide, we promise to always keep you on the leading edge.
Trusted by the Best.
JOHN DEERE
GOLF

John Deere Classic

The First Tee®

John Deere Golf is proud to be a trustee of The First Tee, a youth development organization that uses the game of golf to impact the lives of millions of young people. Besides supporting The First Tee network, we've supported a golf maintenance career-oriented curriculum with the PGA TOUR®. This experience, known as "Careers on Course," will help young people understand the scientific, technological, and business aspects of a golf management career. Already, participants have been very enthusiastic about learning the basics of golf course maintenance.

The First Tee

Green Start Academy

Platinum Alliance Partner of the CMAA

Platinum Partner of the GCSAA

Official Golf Course Equipment Supplier of the PGA Tour

OFFICIAL GOLF COURSE EQUIPMENT SUPPLIER

Official Golf Course Turf Equipment Partner of PGA of America

Official Partner National Golf Course Owners Association

Green Start Academy

Since 2005, John Deere Golf has run the Green Start Academy for assistant superintendents in partnership with Bayer. Only 50 are chosen by a highly qualified panel of superintendents to be a part of this exclusive event in North Carolina, which gives them the opportunity to network with peers and participate in discussions with industry experts.

GCSAA Turf Bowl

Since 2010, John Deere Golf has sponsored this popular competition at the Golf Industry Show that engages hundreds of undergraduate students in the areas of mathematics, turfgrass growth and development, and identification of soils, diseases, weeds, insects, and turfgrass species. Thanks to John Deere, these turf schools compete for not only cash prizes but also the ability to work on the crew at major events.

Get the control and the results that you've always dreamed of.

A Model Fairway, Rough, and Trim and Surrounds mowers.
Now your presence can be felt on every part of your course. That's the control you get with the A Model mowers from John Deere. Thanks to our TechControl display, no matter who is operating the mower, you can easily program these mowers to mow and turn at exact speeds, to transport at preset speeds, and to lock in fuel savings. You can also plug in service reminders and get diagnostic feedback quickly and accurately. And all of your operators can now perform in a more consistent fashion.

But that's only part of the A Model story. There's the proven technology you get with our E-Cut™ Hybrid Fairway mowers. The increased traction drive on our Trim and Surrounds mowers. The superior contouring deck system on our Rough mowers. The improved after-cut appearance and operator stations. And so much more.

Automotive-style operation

The AutoPedal™ system features ergonomic twin pedals that control both forward and reverse direction, as well as engine RPMs, eliminating the need for a separate throttle. Similar to a car, the further the pedal is pressed, the engine speed and travel speed of the unit increases in transport.

Reliable and durable

The front internal wet disc brakes on our new A Models have no brake linkages or need adjustments, reducing the need for routine maintenance. And throughout the machines there are enhanced corrosion resistance features.

The new 8900A PrecisionCut™ is a five gang reel-unit that features our QA7 26-inch and 30-inch cutting units and delivers increased performance and productivity in both fairways and the rough. The 8900A has 26" and 30" verticutters and large capacity reel motors for scalping during over-seed operations.

Faster entry and exit

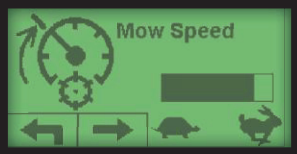
Getting on and off these machines is now a breeze thanks to the conveniently placed fore and aft steps (4-wheel units only). And nothing could be more comfortable than getting in the seat. There's more leg room, a wider front platform, tilt steering, and a deluxe seat.

Efficient maintenance = increased uptime

With our Quick Adjust cutting units, adjustments take mere minutes. And when you consider all the diagnostic features of our TechControl display, your technician can better manage service timelines and keep your fleet up and running.

Control like never before. Right at your fingertips.

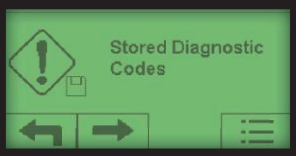
The passcode protected TechControl display lets you precisely set mow, turn, and transport speeds. You also have the ability to instantly see any operational alerts and set service timers. Simply set the mow speed precisely for your conditions, have the mower slow down during turns while cross cutting to protect against turf scuffing and preset the top transport speed. Plus, the TechControl display is an on-board visual diagnostic tool allowing quick and easy machine diagnostics, maximizing up time.



With the Mow Speed screen, you can set the mowing speed simply and quickly. Unlike a speed limiting system using a bolt, once the speed is locked in, it stays locked in. Similar to the Mow Speed screen, the Transport Speed is set electronically. You determine the speed at which your operators mow and transport just by pressing a button.

This is something superintendents will really love: the Turn Speed screen lets you slow down a mower to a percentage of the mowing speed as the cutting units are lifted after a pass, greatly reducing scuffing. The mower then resumes its normal speed after the reels are lowered back down for the next pass.

The Mow Engine speed screen allows the superintendent to reduce the throttle settings for when the PTO is engaged. With our E-Cut™ Hybrid mowers, you can bring the engine speed down to 2300 RPMs, significantly reducing engine noise while also increasing fuel economy.



The TechControl display is unparalleled in its ability to give timely feedback to the operator and service technician. A message appears in the display screen alerting the operator and the status screens help the technician quickly and accurately diagnose the issue.

The LoadMatch™ screen lets you manage the conditions in which you are mowing, as well as the terrain. Thanks to LoadMatch, if the reels come under heavy load while mowing, the machine's traction speed will slow allowing reels to turn and maintain cut quality.

7700A PrecisionCut

PrecisionCut™ Fairway Mowers

The PrecisionCut A Model Fairway Mowers offer several features that separate it from the competition. Like the eHydro™ hydrostatic pump and large capacity motors for serious hill-climbing capabilities. The GRIP All-Wheel Drive Traction System provides superior traction by reducing wheel slip. And exclusive LoadMatch lets you cut through wet, lush grass evenly by slowing down the traction speed.

Getting on or off these mowers is no problem, thanks to easy entry and exit points. And there are plenty of operator comfort features, like foot-operated tilt steering and a deluxe suspension seat with multiple adjustments for all-day productivity.

7500A

- TechControl Display
- Set mowing turn speed
- AutoPedal™ system
- Maximum rated hp (kW): 41.6 (31 kW)
- 5-in (12.7 cm) diameter reels
- Cutting width: 100-in (254 cm)
- Compliance: US/CAN Tier 4

7700A

- TechControl Display
- Set mowing turn speed
- AutoPedal™ system
- Maximum rated hp (kW): 41.6 (31 kW)
- 7-in (17.8 cm) diameter reels
- Cutting width: 100-in (254 cm)
- Compliance: US/CAN Tier 4

8700A

- TechControl Display
- Set mowing turn speed
- AutoPedal™ system
- Maximum rated hp (kW): 55.1 (41.1)
- 7-in (17.8 cm) diameter reels
- Cutting width: 100-in (254 cm)
- Compliance: US/CAN Tier 4

8900A

- TechControl Display
- Set mowing turn speed
- AutoPedal™ system
- Maximum rated hp (kW): 55.1 (41.1)
- 7-in (17.8 cm) diameter reels
- 114-in. (289.6 cm) up to 130-in (330.2 cm)
- Compliance: US/CAN Tier 4

7500A PrecisionCut

8700A PrecisionCut

6080A	6500A	6700A
TechControl Display	TechControl Display	TechControl Display
Set mowing turn speed	Set mowing turn speed	Set mowing turn speed
3-wheel, smooth tire configuration	3-wheel, smooth tire configuration	3-wheel, smooth tire configuration
Standard GRIP AWD	Standard GRIP AWD	Standard GRIP AWD
Maximum rated hp (kW): 24.7 (18.4 kW)	Maximum rated hp (kW): 24.7 (18.4 kW)	Maximum rated hp (kW): 24.7 (18.4 kW)
5-in (12.7 cm) diameter reels	5-in (12.7 cm) diameter reels	7-in. (17.8 cm) diameter reels
Cutting width: 80-in (203 cm)	Cutting width: 100-in (254 cm)	Cutting width: 100-in (254 cm)
Compliance: US/CAN Tier 4	Compliance: US/CAN Tier 4	Compliance: US/CAN Tier 4

7500A E-Cut Hybrid

E-Cut™ Hybrid Fairway Mowers

The John Deere E-Cut Hybrid Fairway Mowers take high-performance hybrid technology to the next level. The E-Cut Hybrid technology uses a 48-V alternator to power the cutting units via electric motors, eliminating all hydraulic leak points from the reel circuit, where 90 percent of all hydraulic leaks occur.

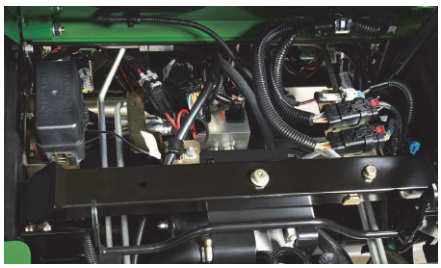
In addition to the elimination of leak points, the E-Cut Hybrid Fairway Mowers can be set through the TechControl display to automatically operate at a reduced throttle of 2300 rpm for noise reduction, as well as fuel savings up to 30 percent as compared to hydraulic units.

7500A E-Cut Hybrid

TechControl Display
Set mowing turn speed
AutoPedal™ system
Maximum rated hp (kW): 41.6 (31 kW)
5-in (12.7 cm) diameter reels
Cutting width: 100-in (254 cm)
Compliance: US/CAN Tier 4

8000A E-Cut Hybrid

TechControl Display
Set mowing turn speed
3-wheel low PSI smooth tire configuration
Maximum rated hp (kW): 41.6 (31 kW)
5-in (12.7 cm) diameter reels
Cutting width: 80-in (203 cm)
Compliance: US/CAN Tier 4



Climb hills with ease

Both the PrecisionCut™ and E-Cut™ Hybrids Mowers feature an eHydro™ hydrostatic pump with 35% more traction drive and large-capacity wheel motors with 17% more displacement than previous generation mowers for serious hill-climbing capabilities. Add more traction with optional GRIP All-Wheel Drive (standard on 8000A E-Cut Hybrid Mower).

7200A PrecisionCut

7200A PrecisonCut™ and 7400A TerrainCut™ Trim & Surrounds

These two mowers change the way trim and surrounds areas are maintained. Both the 7200A and 7400A are Final Tier 4 compliant without sacrificing horsepower and the 7400 has 12% more power than its predecessor. Both feature the exclusive Width On Demand system, right at the operator's fingertips. Operators can change the width of cut on the go with the simple toggle of a switch. And both also have the Reach Trimming System, which allows you to extend either the front left or front right deck 15 in. beyond the outside edge of the tire, allowing you to trim around bunkers and other areas.

7200A PrecisionCut Trim & Surrounds

- TechControl Display
- LoadMatch™ system
- 35% larger traction drive
- 17% larger wheel motor displacement
- Reach trimming system for bunkers
- Maximum rated hp (kW): 21.2 (15.8)
- 7-in (17.8 cm) diameter reels
- Cutting width: 68-in (173 cm) to 72-in (183 cm)
- Compliance: US/CAN Tier 4

2653B PrecisionCut Trim and Surrounds Mower

- 19.6-hp* (14.6 kW) engine
- 26-in. or 30-in. QA7 cutting units
- 72-in. (183 cm) or 84-in. (213 cm) mowing width

7400A TerrainCut Trim & Surrounds

- TechControl Display
- LoadMatch™ system
- 35% larger traction drive
- 17% larger wheel motor displacement
- Reach trimming system for bunkers
- Maximum rated hp (kW): 41.6 (31 kW)
- 27 in. (68.6 cm) rotary decks
- Cutting width: 68-in (173 cm) to 74-in (188 cm)
- Compliance: US/CAN Tier 4

8800A TerrainCut

8800A TerrainCut™ Rough Mower

The 8800A has powerful features that allow to stand out from other rough mowers. Like a robust, 55.1 HP turbocharged diesel, a 27% increase in horsepower over its predecessor. An eHydro™ hydrostatic pump combined with large displacement wheel motors to deliver performance for excellent hill climbing. Exclusive LoadMatch™ to help cut through thick, lush rough while maintaining a consistent traction speed. And internal wet-disc brakes that reduce maintenance and down time.

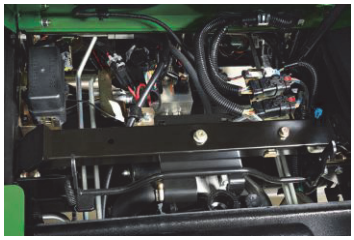
The 8800A features five solid 21-in. rotary decks with optimal overlapping, rear roller striping, and no-tool height-of-cut adjustments. A double-acting, single-rod hydraulic steering cylinder makes keeping straight lines a breeze and steering effortless.

Power plant

The 8800A has 27% more horsepower than its predecessor for outstanding performance.

Double yoke design

The new double yoke design on the 8800A rotary decks allows for 25 percent increase in contouring for the front decks.



eHydro™ traction pump

Thanks to the eHydro traction pump and large-capacity wheel motors, the 8800A can handle hill climbing with ease.

LoadMatch setting

The LoadMatch setting through the Tech Control display allows the 8800A to achieve a consistent cut, even in long, lush conditions.

8800A TerrainCut

8800A TerrainCut™ Rough Mower

- TechControl Display
- LoadMatch™ setting
- 27% more hp, 20% more torque in the mowing circuit
- Maximum rated hp (kW): 55.1 (41.1)
- 21 in. (53 cm) rotary decks
- Cutting width: 88-in (223 cm)
- Compliance: US/CAN Tier 4

No mowers generate more confidence.

Eliminating the possibility of a hydraulic leak in the reel circuit is just the beginning. E-Cut™ Hybrid technology delivers a cut that can be generated only by electricity. The reel speed always stays rock steady for a consistently ideal frequency of clip. So your course always looks pleasing to the eye and plays evenly as well.

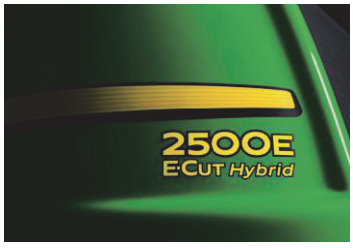
No one else in the golf course industry can match our experience and expertise with hybrid mowers. From fairway mowers to riding and walking greens mowers, only John Deere can give you the trust and confidence that comes with this remarkable technology. Your fairways and greens are the highlights of your course. Give them the technology they deserve to look their very best, every day, every season, every year.

No mowers generate more confidence

E-Cut Hybrid technology delivers a cut that can be generated only by electricity. The reel speed always stays rock steady for a consistently ideal frequency of clip.

Simple for your crew to make the switch

Thanks to maintenance-free electric motors, no hydraulic lines in the reel circuit, and all the standard benefits of John Deere reel mowers like Quick Adjust cutting units.



Proven hybrid performance

Since 2005, E-Cut Hybrid technology has been earning the trust of courses all over the world, thanks to design features like separating controllers from the motors to prevent overheating.

More sustainable technology

With E-Cut Hybrid technology, these mowers can run at reduced throttle to save fuel and reduce noise levels. In fact, the 2500E is the quietest engine-powered riding greens mower when measured against ISO standards.

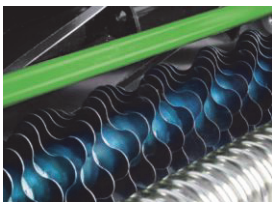
A revolution in time savings.

Speed Link™ Cutting System

The reels on all our green, trim, and fairway mowers make all adjustments quick and easy, thanks to a revolutionary Speed Link system that makes it possible to adjust height of cut to both sides of the cutting unit in no time. A linking bar connects both sides of the rear roller to a high-reduction ratio worm gear, allowing one-thousandth-of-an-inch adjustments to be made to both sides of the roller simultaneously just by using a cordless drill (or 16 mm wrench).

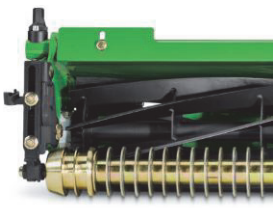
Rear roller power brush

Prevents accumulation of grass clippings and other debris on the rear roller.



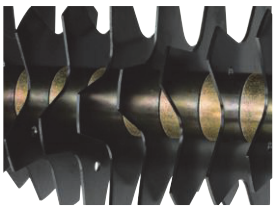
Fairway/Greens Tender™ conditioner

Slices stolons, controls grain, and delivers a truer playing surface.



Rollers

A full selection of spiral-grooved, continuous grooves, and solid options.



Verticutter*

Dethatches and slices rhizomes and stolons to promote more vigorous turf density.

*Not available for E-Cut Hybrids

14-blade reel

QA5 5-inch diameter reel
Ideal for lower heights of cut
18- or 22-in. widths
Quick bedknife-to-reel adjustment
7-, 11-, or 14-blade reels
Interchangeable across the line, a real cost-saver

QA7 7-inch diameter reel
Ideal for warm-season grasses, cutting runners, and thatch
22-, 26-, or 30-in. widths
Quick reel-to-bedknife adjustment
8- or 10- blade reels

9009A TerrainCut

9009A TerrainCut™ Rough Mower.

Until now, using a wide area mower in the rough meant compromising on your quality of cut. But with our 9009A TerrainCut mower, you can maximize both your productivity and your cut quality.

With a 108-inch/9-foot cutting width, the 9009A is a five-gang, 27-inch (68.58 cm) independent rotary deck mower. A double-point yoke system on all five decks increases deck movement fore and aft, allowing for greater contour following and an even cut. And the 9009A has a greater deck overlap for superior side hill mowing.

The 9009A also sports a deeper deck design with a rear discharge for greater dispersion and a cleaner cut. And our exclusive LoadMatch™ system lets you mow in thick, lush conditions. And the 9009A features the same TechControl display found on our A-Model mowers. The TechControl lets you set precise mow, transport, and turn speeds while also allowing for quick and easy diagnostics.

9009A TerrainCut Rough Mower

TechControl Display
LoadMatch™ system
Maximum rated hp (kW) 55.1 (41.1 kW)
27 in. (68.6 cm) rotary decks
Cutting width: 9 feet; 108 in. (2.74 m)
Compliance: US/CAN Tier 4
Optional Mulch Kit
Optional Rear Roller Scraper Kit
Optional Operator Training Video TCU004

9009A TerrainCut

No tools needed

All height-of-cut adjustments on the 9009A can be performed without tools with an innovative notch system. All it takes is a simple pull of a lever.

Deep shell deck design

Our unique rear deck design allows for greater clippings dispersion and the deeper shell stands grass up for an even cut.

TechControl Display

Passcode-protected TechControl Display lets you precisely set mowing speed, turning speed, or transport speed for consistent performance.

Closely follow contours

The double yoke on the 9009A means the rotary decks follow the contours in the most undulating terrain for an exceptional quality and consistency of cut.

260SL PrecisionCut

SL PrecisionCut™: Fewer steps to a better cut.

Some of the lightest mowers in their class, the SL PrecisionCut walk greens mowers allow effortless turning, better engagement with the turf for a consistent cut, and straighter tracking. Well-engineered cutting unit geometry provides the cleanest cut with minimal impact to the grass plant.

180/220/260SL

3.5 hp* (2.6 kW)
2.7 U.S. qt. (2.5 L)
5.2 mph (8.4 km/h) with transport wheels
Standard reels, 11 blades, 5 in. (127 mm)
18-in., 22-in., 26-in. cutting widths

A consistent cut

SL PrecisionCut walk greens mowers have a forward-mounted pivot point that reduces the operator's leverage over the mower's cutting plane.

Fewer steps to adjust, easier to maintain

You can set height of cut with a cordless drill and switch rollers by simply removing two bolts.

Better turning, smoother steering

On SL PrecisionCut walk greens mowers, the distance from the rear drum to front roller is deliberately short. This, along with the low weight of the machine, reduces the effort needed to make turns.

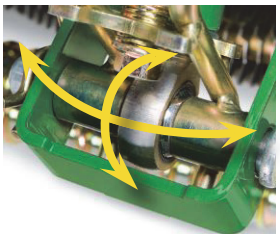
180 E-Cut Hybrid

E-Cut™ Hybrid Mower: Follow undulations like never before.

Available in both 18- and 22-inch widths of cut, our 180 and 220 E-Cut Hybrid walk greens mowers offer an unparalleled ability to follow contours and steer around the cleanup pass. Thanks to the signature ball joint mounting system, the cutting unit can rotate in any direction.

180/220 E-Cut Hybrid

- 3.5 hp* (2.6 kW) engine
- Electric motor drive reel cutting unit
- 1-QA5 18-in. or 22-in. cutting unit
- 2.7 U.S. gallon fuel tank
- Contour head design
- Adjustable frequency of clip
- Onboard backlapping



Signature ball joint

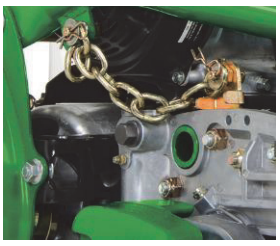
Thanks to the signature ball joint mounting system, the cutting unit can rotate in any direction — fore/aft, laterally side to side, and 6 degrees of steering right and left.

Adjustable frequency of clip with lockout

Frequency of clip can be adjusted with a simple dial, then mechanically locked to prevent further changes.

Onboard backlapping

Motor can run reel in reverse, eliminating the need to remove the reel or attach a separate motor.



Adjustable contouring

The limit chains on the 180 and 220 E-Cut can be adjusted for a range of motion that can match the contours of any green.

2500B E-Cut Hybrid

The only riding greens mowers everyone can appreciate.

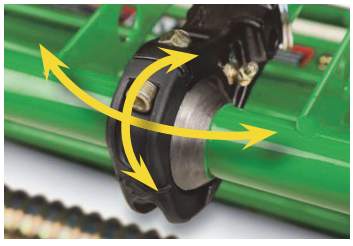
The 2500 E-Cut(TM) Hybrid riding greens mowers use electric reel motors instead of hydraulics. This innovative design cuts noise and fuel costs, and virtually eliminates the possibility of hydraulic leaks in the reel drive circuit.

2500E E-Cut

- 19.6-hp* (14.6 kW) diesel or 21 hp* (15.7 kW) gas
- 62-in. (157.5 cm) cutting width
- Electric reel motors
- 3 cutting units; offset design
- Bedknife-to-reel adjustment
- 3-QA5 22-in. (59.9 cm) cutting units
- 2-pedal hydrostatic transmission
- Quietest riding greens mower according to ISO standards

2500B

- 19.6-hp* (14.6 kW) diesel or 21 hp* (15.7 kW) gas
- 62-in. (157.5 cm) cutting width
- 3 cutting units; offset design
- Bedknife-to-reel adjustment
- 3-QA5 22-in. (59.9 cm) cutting units
- 2-pedal hydrostatic transmission



Superb contour following

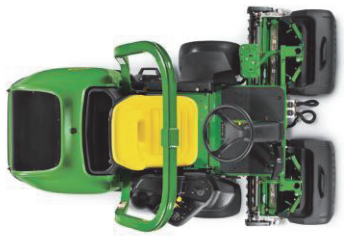
The exclusive ball joint suspension system provides exceptional contour following, steering with up to 18 degrees of side-to-side motion, and adjustable fore and aft motion.

Grass catcher

Choose between direct-mounted catchers that are easy to put on and off and our unique weight-transferring catchers, which put less weight on the cutting unit.

Reduce double rolling

The tires are located well inside the cutting units to reduce or eliminate double rolling during straight-line passes.



Exclusive offset design

The offset cutting units greatly reduce triplex ring with a simple change in direction.

Aercore 2000

Got acres and acres of aeration ahead of you? Put one of these behind you.

John Deere aerators employ a Flexi-Link design to ensure the tines stay perpendicular longer for a higher-quality hole—without sacrificing efficiency. Easily accessible belts power the systems instead of chains, making them quieter and easier to maintain. For fast, quality results, they deliver every time.

Aercore™ 1000 Aerater

- Flexi-link coring system
- Requires minimum 15 PTO hp
- 37.5-in. (101.6 cm) coring swath
- Up to 4-in. (100 mm) coring depth
- V-belt coring head drive
- Sealed bearings

Aercore™ 1500 Aerater

- Flexi-link coring system
- Requires minimum 22 PTO hp
- 57.5-in. (152.4 cm) coring swath
- Up to 4-in. (100 mm) coring depth
- V-belt coring head drive
- Sealed bearings

Aercore™ 2000 Aerater

- Flexi-link coring system
- Requires minimum 33 PTO hp
- 77.5-in. (190.6 cm) coring swath
- Up to 4-in. (100 mm) coring depth
- V-belt coring head drive
- Sealed bearings

Aercore™ 800 Walk-Behind Aerater

- Flexi-link coring system
- 25 hp* (18.6 kW) gas engine
- 31.5-in. (80 cm) coring swath
- Up to 3.5-in. (88.9 mm) coring depth
- Matched dual V-belts head drive
- Lightweight design

Precision Tine Series

Our expanded lineup of aeration tines includes three tiers – Standard, Plus, and Ultra – making it easy for you to get the precise tine for your application. Machined from carbon alloy steel, every tine undergoes a proprietary heat treating process so you experience a strong, long-lasting tine with precise core integrity.

TC125 Collection System

Makes cleaning up cores a breeze. A 25-cubic foot and 48-inch collection swatch can clear the average green in 15 minutes. The adjustable roller height allows for varying turf and prevents aggressive brush wear.

1200A Bunker Rake

1200H Rake

A timeless design, a tireless workhorse.

Putting the finishing touches on a golf course bunker or a new-course construction project requires a delicate touch and excellent maneuverability. John Deere has two options that offer both: the gear-driven 1200A and 1200 Hydro. Quiet, reliable, and comfortable for operators, these workhorses are relied on by courses all over the world.

1200A Bunker Rake

13.5-hp* (10.1 kW) engine
Up to 12.6 mph (0-20.3 km/h) travel speed
78-in. (1981 mm) rake width
Mechanical transmission with Kanzaki transaxle
Rake, cultivator, front blades, core removal blade, scarifier, scrapers, field finisher

1200H Rake

16-hp* (11.9 kW) engine
Up to 10-mph (0–16.1 km/h) travel speed
72-in. (1828.8 mm) rake width
Hydrostatic 3-wheel-drive transmission
Mid-scarifier, rear rake, front blade

ProGator 2030A

ProGator 2020A

Engineered for the long haul.

Let the heavy hauling begin. The 2020A features the only four-cylinder EFI gas engine in the category. With 34 hp* and 970 cc of hill-climbing torque, you'll get strength, raw power, performance, and easy maintenance. No wonder the gas 2020A and diesel 2030A are ideal for heavy hauling, spraying, and top dressing. Done hauling? These vehicles can be converted to a SelectSpray™ sprayer in just minutes, without tools.

ProGator™ 2030A Utility Vehicle

- 22.1 hp* (16.5 kW) @3200 rpm, liquid-cooled engine
- 1115 cc diesel engine
- 5-speed synchromesh transmission
- Up to 3,414 lbs. (1549 kg) payload w/ standard suspension and 4,157 lb. (1886 kg) payload w/ heavy-duty suspension, 4-Post ROPS, and wide rear tire kit. Includes 200 lb. operator 200 lb. passenger, and loaded attachment.
- 19.1-mph (30.7 km/h) top speed

ProGator™ 2020A Utility Vehicle

- 34 hp* (25.4 kW) @3600 rpm, liquid-cooled engine
- 970 cc gas engine
- 5-speed synchromesh transmission
- Up to 3,374 lbs. (1530 kg) payload w/ standard suspension and 4,251 lb. (1928 kg) payload w/ heavy-duty suspension, wide rear tire, and 4-Post ROPS. Includes 200 lb. operator, 200 lb. passenger, and loaded attachement.
- 19.1-mph (30.7 km/h) top speed

More choices than any other line of sprayers.

The SelectSpray™ Series spray system is built around flexibility and control. You can choose to equip one with a high-quality centrifugal or diaphragm pump, and when you need to move on to the next job, it all detaches in minutes, without tools.

HD200/H300

- 200 U.S. gal. (757 L) - HD200
  300 U.S. gal. (757 L) - HD300
- Hydraulically driven centrifugal or diaphragm pump
- 97 gpm (centrifugal), 30.1 gpm (diaphragm)
- 18-ft. boom option
- 15/21-ft. boom option
- Automatic or manual rate controller
- Triple nozzle bodies
- Electrohydraulic lift system
- Bidirectional breakaway boom system

Controller options

Choose an economical manual controller or full-featured automatic rate controller. Both are capable of assuring the calibration and precise control for successful chemical applications.

TX Turf Gator

You can't have enough Gator™ Utility Vehicles on your course.

Step up to the enhanced Gator TX Turf and you'll appreciate a deluxe cargo box that includes 16.4 cubic feet of capacity, pick-up style tailgate, 20 tie-down points, and a gas-assist shock for easier lifting and dumping.

And if you want to go electric, the TE can run all day on a single overnight charge and haul up to 500 pounds with the same deluxe cargo box you'll find on the TX. Plus, it's so quiet, you won't believe your ears.

And if you're looking for Gator Utility Vehicles off the course, we have a full line of crossover and recreational utility vehicles.

TX Turf

401 cc gas engine

600-lb. (876 kg) cargo box capacity

15.5-mph (25 km/h) top speed

TE

48-volt electric system

500-lb. (272 kg) cargo box capacity

15-mph (24.5 km/h) top speed

XUV

401 cc gas engine

600-lb. (876 kg) cargo box capacity

15.5-mph (25 km/h) top speed

When you've got more to mow than just the course, we've got you covered.

John Deere is right there with you every step of the way with a full line of commercial mowing equipment that can handle any need you have. And no matter which mower you choose, your local John Deere commercial dealer stands at the ready with NEVERSTOP™ Services & Support: Customized financing made especially for the landscape industry, Next Day Parts Guarantee, Parts OnSite™ and our commercial loaner program for ZTraks™, QuikTraks™, and Commercial Walk Behind mowers, plus the service and support you expect from a John Deere commercial dealer.

ZTrak™ 900 Series Mowers

Go from zero turn to infinite possibilities in no time flat, with the ZTrak 900 Series mowers. Thanks to the Power of 3, there's a Z9 made especially for you, whether you're in the market for a single workhorse or a fleet of thoroughbreds.

QuikTrak™ 600 Series Mowers

This will get you out of your seat: the QuikTrak Series mowers. They raise the bar for what to expect, incorporating exclusive stand-on technology. A compact design and an ergonomic operator platform make these stand-ons the new standard.

Walk-Behind Mowers

Run, don't walk, to take advantage of our full line of walk-behind mowers, including hydrostatic and gear models with pistol grips. Count on all of them for the perfect balance of performance, productivity, value, and control.

4052M Compact Tractor

Run powerful and capable... well within your bottom line.

You'll want to get familiar with the 4M and 4R Series – because they're loaded with premium, state-of-the-art technology and smart new features like hitch assist and auxiliary hitch control. Operators will appreciate the up to 66 engine horsepower, standard four-wheel-drive, cab or open station options, a hydrostatic or geared PowrReverser™ transmission, advanced HST controls like MotionMatch™ and SpeedMatch™ cruise-control – oh, and compatibility with John Deere Quik-Park™ Loaders, Quick attach backhoes, and hundreds of implements and attachments. The more you know, the more you'll see why the new 4 Family makes for a truly premium operating experience.

4044M

- Final Tier IV-compliant 43.1 hp* PS (32.1 kW) diesel engine
- eHydro™ and PowrReverser™ transmission options
- Wheel spacers
- Quick-tatch 485A backhoe compatible

4052M

- Final Tier IV-compliant 51.5 hp* PS (38.4 kW) diesel engine
- eHydro™ and PowrReverser™ transmission options
- Wheel spacers
- Quick-tatch 485A backhoe compatible

4044R

- Final Tier IV-compliant 43.1 hp* PS (32.1 kW) diesel engine
- eHydro™ and PowrReverser™ transmission options
- Integrated HST controls
- Open station with swivel seat and premium cab offering
- HitchAssist and auxiliary rockshaft control
- Wheel spacers
- Quick-tatch 485A backhoe compatible

4052R

- Final Tier IV-compliant 51.5 hp* PS (38.4 kW) diesel engine
- eHydro™ and PowrReverser™ transmission options
- Integrated HST controls
- Open station with swivel seat and premium cab offering
- HitchAssist and auxiliary rockshaft control
- Wheel spacers
- Quick-tatch 485A backhoe compatible

4066M

- Final Tier IV-compliant 65.0 hp* PS (49.1 kW) diesel engine
- eHydro™ and PowrReverser™ transmission options
- Wheel spacers
- Quick-tatch 485A backhoe compatible

4066R

- Final Tier IV-compliant 65.9 hp* PS (49.1 kW) diesel engine
- eHydro™ and PowrReverser™ transmission options
- Integrated HST controls
- Open station with swivel seat and premium cab offering
- HitchAssist and auxiliary rockshaft control
- Wheel spacers
- Quick-tatch 485A backhoe compatible

312GR Skid Steer

332G Skid Steer

320E Skid Steer

Power, Performance, and Intelligence.

You said you wanted a big skid steer with even bigger abilities. And we heard you. The 330 and 332G's redesigned vertical-life loader design rises higher and reaches farther, for quicker, easier loading. Dishes out substantially greater boom and bucket breakout forces, too. In fact, these large frames have more horsepower than a small backhoe or crawler, so you accomplish more with just one skid steer. Plus, they work more comfortably in tight quarters, and they're easy to trailer. Who says you can't have it all?

Unsurpassed visibility from the operators station

Offering one-of-a-kind options, our G- and E-Series let an operator decide how the work gets done. ISO, H-pattern, or foot/joystick electrohydraulic (EH) controls are all available. Or, choose our exclusive switchable EH option and select any of the above, any time, at the push of a button.

"John Deere Financial was very resourceful and transparent in packaging our lease. Because they're also equipment experts, the people at John Deere Financial have a great grip on what we need. We always trust them to give us a fantastic end product."

- Dan Meersman
Director of Grounds
Philadelphia Cricket Club

John Deere Financial

No other golf maintenance equipment manufacturer has its own financial arm. This allows us to make the numbers work for you with financial solutions like the John Deere Financial MasterLease. Made especially for the golf course industry, the MasterLease is easy, flexible, and customizable. You'll see real business advantages that owning can't match. Like lower payments. Reduced maintenance costs. Access to the newest, high-tech equipment available. Saving cash and credit lines for other opportunities. And customizable payment schedules based on your individual needs.

Get the parts you need now, pay later

We make it easy for you to get the parts you need when you need them with flexible payment options, including buy now, pay later programs.* Ask your local John Deere dealer about special finance offers when you use your Multi-Use Account.

To learn more, contact your John Deere Equipment Distributor, or John Deere Financial at 888-777-2560.

The Benefits of Leasing

Leasing your equipment gives your business a solid edge:
- Offers lower monthly payments
- Equipment acquisition in operating budget may offer tax benefits**
- Keeps your equipment under warranty, reducing maintenance costs
- Lets you choose your payment date and simplify your payments with the Direct Payment option

*Financing on approved John Deere Financial credit only. See your multi-use account merchant for complete details. John Deere Financial multi-use account is a service of John Deere Financial, f.s.b.

**Consult your tax advisor.

STIHL®

The #1-selling brand of gas-powered handheld outdoor power equipment in the US,◆ STIHL is only sold by independent dealers – like the professionals at John Deere, who understand the value of these legendary chain saws, dependable trimmers, powerful blowers, convenient backpack sprayers and handy edgers for businesses like yours.

For more information, including detailed features and specs, visit **STIHLUSA.com or STIHL.ca.**

FS 94 R Trimmer

BR 600 MAGNUM®
Backpack blower

MS 261 CM Chainsaw

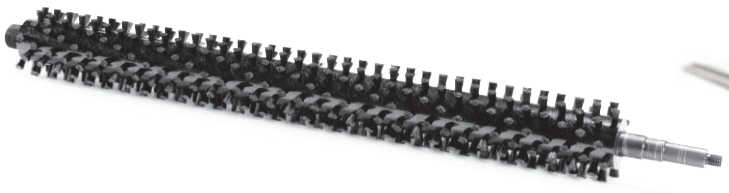
◆"Number one selling brand" is based on syndicated Irwin Broh Research as well as independent consumer research of 2009-2012 U.S. sales and market share data for the gasoline-powered handheld outdoor power equipment category combined sales to consumers and commercial landscapers.

Quality parts. Real solutions. Only from John Deere.

You can count on your John Deere Golf distributor to keep your operation moving with genuine John Deere parts and high-performance attachments.

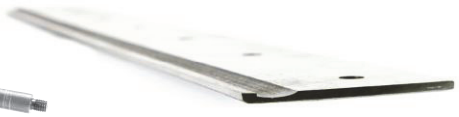
Smooth ProGator™ Utility Vehicle tire options

Help to reduce turf damage, while increasing performance in sprayer and topdresser applications.



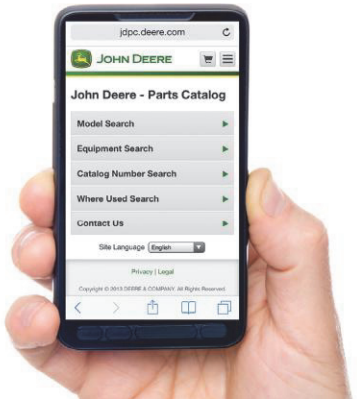
DT rotary turf brush

Ideal for dense turf varieties of cool- and warm-season turf grasses. When set at the height of cut, the exclusive helix design of this John Deere rotary turf brush creates a more consistent turf engagement across the cutting width of the reel in comparison with straight-rowed brushes. Additionally, when this rotary brush is used with our counter-rotating system, you'll see reduced grain for a truer playing surface and improved after-cut appearance.



Hardened insert bedknives

These bedknives are engineered from hardened steel, so they stay sharp and last longer than conventional bedknives. Because these John Deere bedknives are created from hardened steel, technicians can expect to spend less time backlapping, grinding, and changing bedknives during the growing season. This translates into reduced time and labor.

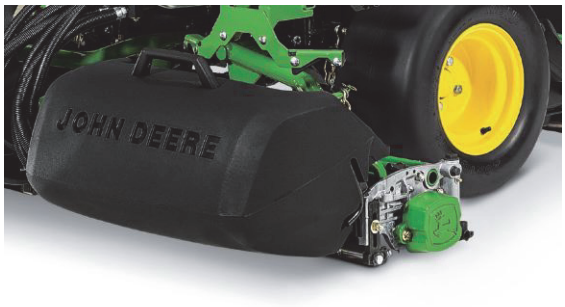


Shop for parts online at JDParts.com

Order parts online right from your mobile device at **JDParts.com** 24/7. The mobile version of jdparts.deere.com allows you to search by parts catalog, model number, part number, or keyword to locate the appropriate parts and attachments.

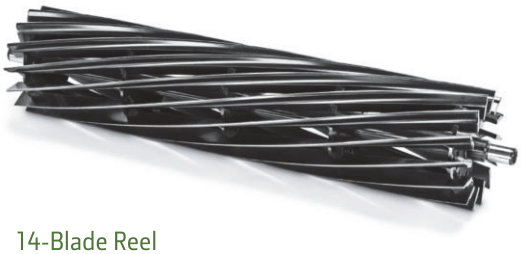
Strategy. Convenience. Partnership.

With our Parts OnSite program, you get all these benefits through the support of your John Deere dealer. Working together, you can develop the best stocking strategy to ensure you have all the maintenance parts you need, and stock them at YOUR shop so they're on-hand when you actually need them. Your dealer also helps maintain the inventory and takes care of the restocking when you're ready. It's that simple. We like to think of it as a common-sense approach to saving time and increasing productivity.



Direct-mount Grass Catcher System for riding and walk greens mowers

This new system is designed to retain clippings by reducing the air volume and routing it out of the catcher. The system is fixed to the same plane as the reel, which allows the catcher to follow the contour exactly as the reel, maximizing the volume of grass thrown into the catcher. Easy installation/ removal helps increase operator productivity, and overlap marks promote straightly-mowed passes.



14-Blade Reel

This reel offers the ability to lower your frequency of clip, which is defined by the distance traveled between consecutive cuts. By lowering the frequency of clip, you can produce a smooth, clean cut that increases the playability of the putting surface. This reel is available to install on Quick Adjust 5 (QA5) cutting units and 180SL/220SL PrecisionCut™ Walk Greens Mowers.

This literature has been compiled for worldwide circulation. While general information, pictures, and descriptions are provided, some illustrations and text may include finance, credit, insurance, product options, and accessories NOT AVAILABLE in all countries or regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries. PLEASE CONTACT YOUR LOCAL DEALER FOR DETAILS. John Deere reserves the right to change specification, design, and price of the products described in this literature without notice. John Deere's green and yellow color scheme, the leaping deer symbol, and JOHN DEERE are trademarks of Deere & Company.

* The engine horsepower and torque information are provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower and torque will be less. Refer to engine manufacturer's website for additional information. A40, V40, 1200H Engine Manufacturer Gross Power per SAE J1940. Tested in accordance with SAE J1995.

† Engine horsepower and torque information are provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower and torque will be less. Refer to engine manufacturer's website for additional information. Engine Manufacturer Gross Power per SAE J1940. Tested in accordance with SAE J1995.

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Sourcewell

Solicitation Number: RFP #031121

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deere & Company, 2000 John Deere Run, Cary, NC 27513 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

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In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

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11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

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b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

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regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 4/28/2021 | 12:22 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 4/30/2021 | 11:30 AM CDT

Deere & Company

DocuSigned by:
By: Andrew Roman
C44230CF47A24D5...

Andrew Roman
Title: Contract Administrator

Date: 4/30/2021 | 11:29 AM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name:	Deere & Company
Address:	2000 John Deere Run Cary, NC 27513
Contact:	Andrew Roman
Email:	GovContractSupport@JohnDeere.com
Phone:	800-358-5010 2285
Fax:	309-749-2313
HST#:	362382580

Submission Details

Created On:	Wednesday February 03, 2021 15:51:18
Submitted On:	Wednesday March 10, 2021 08:15:55
Submitted By:	Andrew Roman
Email:	GovContractSupport@JohnDeere.com
Transaction #:	15a28f33-864b-4511-9a93-ee50d039fe70
Submitter's IP Address:	165.225.9.87

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Deere & Company	*
2	Proposer Address:	2000 John Deere Run Cary, NC 27513	*
3	Proposer website address:	www.johndeere.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bethany Schneider 10789 South Ridgeview Road, Olathe, KS 66061 SchneiderBethanyM@JohnDeere.com 515-802-4941	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Deere & Company, founded in 1837 (collectively known as John Deere), began as a simple one-man blacksmith shop. Today it has grown into a corporation that does business around the world and employs over 56,000 people worldwide. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere is the world's leading provider of advanced products and services for agriculture, construction and lawn & turf. John Deere also provides financial services worldwide and manufactures and markets engines used in heavy equipment. Deere & Company is a global company with offices and factories throughout the US and overseas in countries such as China, India, Poland, Russia and Germany just to name a few. John Deere has been involved with the manufacturing of tractors since 1918 and manufacturing of lawn equipment since 1963.	*
8	What are your company's expectations in the event of an award?	John Deere will be able to offer a wide array of products that fall within the scope of this RFP that will meet and exceed the needs of all Sourcewell members.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Deere & Company's 2020 Annual Report that has been uploaded as part of our proposal.	*
10	What is your US market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information.	*
11	What is your Canadian market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere is a manufacturer. b. John Deere has a nationwide dealer network. The dealer network are independently owned and operated businesses. John Deere partners with these independently owned John Deere dealers that will deliver and service the products being offered in the RFP.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	To the best of our knowledge, Deere & Company maintains all licenses and certifications necessary to conduct its business (e.g. its sale of grounds maintenance equipment) in the United States.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 World's Most Ethical Companies - Ethisphere Institute Most Innovative Product Engineering Designs - AE50 Awards Best Global Brands - Interbrand Best CES Sustainability Award - GadgetMatch Best Place to Work - Glassdoor 2019 World's Most Ethical Companies - Ethisphere Institute 50 Sustainability & Climate Leader - Bloomberg Best Workplaces for Innovators - Fast Company Top Employer - Top Employers Institute Americas Most JUST Companies - JUST 100 2018 Best Global Brand - Interbrand World's Most Ethical Companies - Ethisphere Institute Top 10 Innovative Company - American Innovation Index Corporate Partner of the Year - National Society of Black Engineers 2017 World's Most Admired Companies - Fortune Magazine # 50 50 Best Places to Work in the US - Indeed.com US Chamber of Commerce Foundation Citizens Award Company of the Year - Society of Hispanic Professional Engineers 2016 2016 Good Design Award - Good Design is one of the oldest, prestigious and most recognized program for design excellence worldwide.	*
17	What percentage of your sales are to the governmental sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.	*
18	What percentage of your sales are to the education sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of education agencies. We can assure you that we are a partner who is fully aligned with educational customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	John Deere currently holds over 115 government contracts consisting of federal, state, county and cooperative contracts. The state, county and cooperative sales volumes are combined. The sales volumes over the past three years are as follows: 2020 - $320.0M 2019 - $326.3M 2018 - $305.5M	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	John Deere currently holds the following GSA Contracts: Ag Tractor Contract #GS-30F-0007T UV Contract #GS-07F-9670S L&G Contract #GS-06F-0083S The total sales volume for the GSA contracts over the past three years are as follows: 2020 - $15.2M 2019 - $21.0M 2018 - $15.3M	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Broward County Public Schools	Edgar Lugo	754-321-0508	*
Loudoun County Virginia	Gerald Landayan	703-771-5956	*
Osceola County Florida	Paul Callaway	407-742-0932	*
State of Indiana - Sourcewell Participating Addendum	Stephanie Nelson	317-234-0963	
State of Arkansas - Sourcewell Participating Addendum	John Leverett	501-683-2222	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Coop - Buyboard Grounds Maintenance Contract	Government	Texas - TX	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 13.2M FY19 = 11.5M FY18 = 10.4M	*
MI - Ag, Grounds and Roadside Equipment Contract	Government	Michigan - MI	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 5.4M FY19 = 8.1M FY18 = 8.6M	*
OH - Ag Machinery, Mowers & Tractors Contract	Government	Ohio - OH	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 10.3M FY19 = 12.8M FY18 = 20.7M	*
OK - Agriculture, Trees & Brush Maintenance Equipment Contract	Government	Oklahoma - OK	John Deere Ag Tractors and Related Equipment.	Varies	FY20 = 8.0M FY19 = 11.5M FY18 = 10.3M	*
PA - Ag and Grounds Keeping Power Equipment Contract	Government	Pennsylvania - PA	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 9.1M FY19 = 9.2M FY18 = 9.8M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

23	Sales force.	John Deere has dedicated governmental sales department, based out of Cary, NC, that focuses 100% of their time on the sales and processing of agricultural and turf equipment to governmental and other public agencies. We have a total of 5 Government Account Managers, one of which is dedicated strictly to federal sales. The 4 remaining Government Account Managers are ultimately responsible for state governmental sales in their respective geographies, dedicating 100% of their time to growing the John Deere governmental sales business. The government account managers develop relationships and understand the equipment needs of federal purchasing agents, state purchasing agents and state fleet administrators, i.e. Department of Transportation, Department of Natural Resources. The government account managers also work with John Deere dealers to provide training and a greater understanding of the selling process. The John Deere dealer is ultimately responsible for delivering and supporting the equipment. In relation to the potential Sourcewell Grounds Maintenance Equipment Contract, the government account managers would promote the contract to state purchasing agents and state fleet administrators, who either do not have their own state purchasing contract or have product gaps in their contracts.	*
24	Dealer network or other distribution methods.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
25	Service force.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The support of the equipment ultimately takes place through the John Deere dealer network. While customer service inevitably varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcewell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support. As far as the John Deere Government Sales Department, we have an entire department of approximately 30 people dedicated to government sales. This includes an Order Management Team, that within an average of 7 days of submission, audits and processes every PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	John Deere will serve Sourcewell member agencies in the United States. The nationwide John Deere dealer network is able to provide products and services throughout the United States. Equipment Delivery Time After Receipt of Order (ARO) is as follows: 1. Lawn & Garden - 30 to 60 days after receipt of order. 2. Commercial - 60 to 90 days after receipt of order.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	John Deere will serve Sourcewell member agencies in Canada. The Canadian John Deere dealer network is able to provide products and services throughout Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	John Deere will serve the entire United States, including Alaska and Hawaii and Canada.	*

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	John Deere will serve all Sourcewell Member sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	John Deere will only ship to Alaska and Hawaii. For deliveries to Alaska or Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. The equipment will be FOB origin. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. For all other deliveries within the continental US, the equipment will be FOB destination (the Sourcewell member will NOT be charged factory freight to the delivering dealer).	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	John Deere currently uses several forms of marketing to target the governmental and public customer segment: 1. We have created a website where we prominently advertise the cooperative contracts we currently hold. 2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products. 3. John Deere provides templates online for dealers to create their own mailings to promote products to governmental and public agencies. 4. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications. A sample of marketing materials have been uploaded for review and include: Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	JohnDeere.com provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing JohnDeere.com, Sourcewell members would be able to “build-their-own” product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer’s Suggested Retail List Price is shown. The website will not show the Sourcewell contract discount, but if the Sourcewell member knows the discount on the particular product category, they will be able to determine their purchase price.	*
34	In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell will play a key role in working with and supporting the John Deere Government Account Managers, by helping the Account Managers promote the Sourcewell contract and recognize key opportunities in states that show a willingness to adopt Sourcewell. Conference calls and/or webinars with the John Deere Government Account Managers will be a valuable tool. Because the Account Managers have a strong relationship with the John Deere dealers, the account managers will help the dealers understand the contract and market it in their particular areas. The account managers will help the John Deere dealers understand the steps necessary to sign up new Sourcewell members as well. Furthermore, in certain geographies, webinars could be used to help John Deere dealers understand the Sourcewell contract. These opportunities would typically be initiated by John Deere and considered on an individual basis depending on the needs of a particular region.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We currently use E-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, E-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere’s price pages are in pdf format, we cannot just simply upload the pricing into the E-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. They’re only getting a “sample”. For the most part, agencies still feel most comfortable with working directly with the dealer to ensure they’re getting equipment that will best suit their needs.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The John Deere dealer is ultimately responsible for delivering and supporting the equipment. However, any Sourcewell member will be encouraged to call the John Deere governmental sales direct toll-free number (800-358-5010, option 2) for assistance with locating their nearest dealer. John Deere does offer distance-learning classes on the operation and adjustment of equipment for certain products. To date, this has primarily been for larger equipment, targeted at farm customers. Many John Deere dealers offer local training, which is at the discretion of the dealer.	*
37	Describe any technological advances that your proposed products or services offer.	Fastback™ PRO Rear-Discharge Mower Deck for the gas and diesel Z900 Ztrak Mowers. 1. Available in a 60- or 72-inch cutting widths, 2. The rear-discharge mower deck increases productivity and improves operator comfort without sacrificing cut quality. 3. The rear-discharge design, the chance of damage from objects being thrown from the mower deck is decreased. 4. The unique design also helps minimize the amount of debris blown onto the operator. 5. Allows operators to mow closely around fixed objects with either side of the deck. Compact Tractor Quik-Knect™ System Awarded with 2020 AE50 Award 1. Quik-Knect System Named One of This Year's Most Innovative Products in the Food and Agriculture Industry. 2. Quik-Knect prevents twisting or forcing to line-up the splines when attaching rear implements. 3. Developed to help increase operator ease and enhance productivity. 4. Operators slide the tractor and implement connectors together until they click into place. Commercial Walk Behind Mowers Recognized with 2020 AE50 Award 1. AE50 awards highlight the most innovative designs in product engineering. 2. The recoil start M Series and electric start R Series Walk Behind Mowers have been a gamechanger for the commercial mowing industry. 3. Redesigned machines directly address the primary customer needs of productivity, operator comfort, weight distribution, and frame clearance.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has created a Product Sustainability goal where we offer machines and technology solutions that are not only more productive and efficient but also minimize the impact on the environment. Some Product Sustainability Goals include: 1. Reduce environment impact including CO2 emissions on 90% of new products. 2. Increase the use of sustainable materials by growing remanufactured and rebuild sales by 30%. 3. Increasing recyclable, renewable and recycled content.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include carbon emission reductions and invest $4 Million dollars per day in research and development. Further we have received the following awards. 1. Best of CES Sustainability Award (GadgetMatch) 2. 50 Sustainability & Climate Leader (Bloomberg) 3. World's Most Ethical Companies (Ethisphere)	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. Benefits of a thriving Supplier Diversity Program include: 1. Generates economic opportunities for disadvantaged communities. 2. Promotes supply base competition and creates risk mitigation options. 3. Unlocks innovation and diversity of thought.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere's founder was best known for his work with the first commercially successful plow. And so it is today that we are perhaps best known for our quality agricultural equipment. We also take the lead worldwide in construction and forestry equipment. We're a major force in grounds maintenance and commercial landscape equipment. Also, John Deere Financial is one of the largest equipment finance companies.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	See paragraph A of the attached warranty statement.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Per the attached warranty statement paragraph B, the warranty term (time period and usage limits) varies by product.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Per the attached warranty statement paragraph A, the purchaser will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The John Deere dealer network is able to service equipment throughout the United States and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	John Deere is only submitting equipment manufactured by John Deere.	*
47	What are your proposed exchange and return programs and policies?	John Deere exchanges and returns will not be permitted.	*
48	Describe any service contract options for the items included in your proposal.	John Deere is not including service contract options with our proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	John Deere's payment terms are Net 30.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low- rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval and if the agencies rules and guidelines allow. John Deere Financial also offers other leasing and financing options for governmental, educational, and non- profit entities, subject to approval.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The order process will follow a Business-to-Government order process. Our dealer network will be quoting equipment, accepting purchase orders, delivering and servicing the equipment. The Sourcewell Member or John Deere dealer will submit a purchase order to John Deere Government Sales for processing, noting the Sourcewell contract number on the PO and the Member's preferred delivering dealer. John Deere will invoice the member upon delivery of the product. The equipment will be delivered by the designated dealer.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount range is 4% to 24% off Current MSRP.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	John Deere offers a Multiple Unit Discount (MUD) based on the following schedule: 3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4% For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. Frontier Equipment is excluded from the Multiple Unit Discount.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	John Deere can offer “Sourced Goods” to Sourcewell Members. What Sourcewell calls “Sourced Goods” John Deere calls non-contract items and allied items. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say “See Parts” or “See Catalog” in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Tiger mower). Non-contract and allied items would be sold as “open market” and the price of the item would be negotiated between the John Deere dealer and the Sourcewell Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as “non-contract”.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge $4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge $4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The Sourcewell member will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO), with contract number noted, to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will then contact the dealer and work with the dealer and the member to get the issue resolved.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	John Deere will pay a 1% administrative fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	John Deere will offer its complete product offering that fall within the scope of this RFP. Description of the products John Deere will offer include: Residential Zero-Turn Radius Mowers & Equipment Lawn Tractors & Equipment Garden Tractors & Equipment Equipment for Lawn & Garden Tractors Commercial Walk-Behind Mowers & Equipment Commercial Zero-Turn Radius Mowers & Equipment Commercial Front Mowers & Equipment Commercial Wide Area Mowers & Equipment Compact Utility Tractors & Equipment Equipment for Commercial Mowing Products Equipment for Compact Utility Tractors Mid-Size Utility Vehicles & Equipment Full-Size Utility Vehicles & Equipment Traditional Utility Vehicles & Equipment HPX Utility Vehicles & Equipment Implements for Utility Vehicles TerrainCut Mowers & Equipment Special Application Vehicles & Equipment Aercore & Equipment Debris Maintenance & Equipment Frontier Implements and Attachments Our independent dealer network will provide aftermarket services upon request. Equipment Delivery Time After Receipt of Order (ARO) is as follows: 1. Lawn & Garden - 30 to 60 days after receipt of order. 2. Commercial - 60 to 90 days after receipt of order.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	List of subcategory products John Deere will offer within this RFP include: Material Handling Attachments (Loaders, Backhoes, Mower Decks, Rotary Tillers, Snow Blowers) Frontier Attachments (Cotton, Cutting/Mowing, Hay & Forage, Landscape, Livestock, Material Handling, Planting & Seeding, Snow, Sprayers, Tillage)	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Lawn and garden equipment, tools, attachments, and accessories	(●) Yes ( ) No	See uploaded Price Schedule and Price Pages.pdf.	*
67	Irrigation systems, equipment, parts, and related installation and maintenance services	( ) Yes (●) No	No Bid	*
68	Beach and waterfront maintenance equipment and accessories	( ) Yes (●) No	No Bid	*
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	( ) Yes (●) No	John Deere is not providing parts, service or warranty programs as part of its RFP response. However, Sourcewell members will be able to purchase parts and other service programs directly from the John Deere dealers.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	John Deere looks forward to annual business reviews with Sourcewell account managers. During these reviews, we discuss plans and volume goals and normally include percentage sales increase. Our metrics & goals for 2021 and beyond includes this discussion.	*
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	John Deere relies heavily on applicable safety standards as published by the International Standards Organization (ISO), the American National Standards Institute (ANSI), the American Society of Agricultural and Biological Engineers (ASABE), European Committee for Standardization (CEN), and other organizations. Our goal is to meet or surpass the intent of these standards. As part of our design process, we ensure safety information appears in pre-delivery instructions, operator's manuals, technical manuals, and other service publications. In addition, safety instructions in the form of safety signs are affixed to the product to appropriately warn an operator of potential hazards. We also provide training resources such as videos, posters, brochures, and guides.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrew Roman, Contract Administrator, Deere & Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_ Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	☑	2
Addendum_10_ Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	☑	1
Addendum_9_ Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	☑	1
Addendum_8_ Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	☑	2
Addendum_7_ Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	☑	1
Addendum_6_ Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	☑	1
Addendum_5_ Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	☑	1
Addendum_4_ Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	☑	1
Addendum_3_ Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	☑	2
Addendum_2_ Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	☑	1
Addendum_1_ Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	☑	1

DocuSign Envelope ID: 96424436-8E36-4475-8E43-3081BC979166

AMENDMENT
TO
CONTRACT #031121-DAC

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Deere & Company** (Vendor).

Sourcewell awarded a contract to Vendor to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services, to Sourcewell and its Participating Entities, effective April 30, 2021, through April 30, 2025, (Original Agreement).

The parties wish to amend the Contract to add:

> Upon a Dealer's acceptance of this Contract's Terms and Conditions, Supplier authorizes Dealers to sell directly to Participating Entities; this includes accepting Purchase Orders and Invoicing Participating Entities. In the event a Dealer does not accept this Contract's Terms and Conditions, Supplier may sell directly to Participating Entitles.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 7/12/2022 | 9:09 PM CDT

Deere & Company

DocuSigned by:
By: Andrew Roman
E2D8D7D6435C47C...
Andrew Roman

Title: Contract Administrator

Date: 7/12/2022 | 11:17 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 7/12/2022 | 9:10 PM CDT

JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513

- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address (no PO box)
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate

For any questions, please contact:

Justin Kreid

Erb Turf Equipment, Inc.
1017 E Chain Of Rocks Rd
Mitchell, IL 62040

Tel: 618-931-1034
Email: justink@erbturf.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively “Deere”) and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Erb Turf Equipment, Inc.
1017 E Chain Of Rocks Rd
Mitchell, IL 62040
618-931-1034
ddaubs@erbequip.net

Quote Summary

Prepared For:
Bloomington
IL

Delivering Dealer:
Erb Turf Equipment, Inc.
Justin Kreid
1017 E Chain Of Rocks Rd
Mitchell, IL 62040
Phone: 618-931-1034
justink@erbturf.com

Quote ID: 27028885
Created On: 07 July 2022
Last Modified On: 27 July 2022
Expiration Date: 07 September 2022

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 2400 PrecisionCut Triplex Mower **Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) **Price Effective Date:** July 6, 2022	$ 47,614.00	X	2	=	$ 95,228.00
JOHN DEERE 2400 PrecisionCut Triplex Mower **Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) **Price Effective Date:** July 6, 2022	$ 40,830.24	X	2	=	$ 81,660.48
JOHN DEERE ProGator 2020A (Gas) **Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) **Price Effective Date:** July 6, 2022	$ 34,105.00	X	3	=	$ 102,315.00
JOHN DEERE HD300 SelectSpray (For ProGators 2020A, 2020 and 2030A, 2030) **Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) **Price Effective Date:** July 6, 2022	$ 23,488.02	X	1	=	$ 23,488.02
JOHN DEERE 8000A E-Cut Hybrid Fairway Mower **Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) **Price Effective Date:** July 6, 2022	$ 73,159.12	X	1	=	$ 73,159.12
JOHN DEERE 1200 Hydro Rake	$ 20,546.60	X	1	=	$ 20,546.60

Salesperson : X _____ **Accepted By : X** _____

Confidential

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Erb Turf Equipment, Inc.
1017 E Chain Of Rocks Rd
Mitchell, IL 62040
618-931-1034
ddaubs@erbequip.net

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: July 6, 2022

Equipment Total	**$ 396,397.22**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 396,397.22
Trade In	
SubTotal	**$ 396,397.22**
Est. Service Agreement Tax	$ 0.00
Total	$ 396,397.22
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 396,397.22**

Salesperson : X _____ **Accepted By : X** _____

Confidential

JOHN DEERE

Selling Equipment

Quote Id: 27028885 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

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Mitchell, IL 62040
618-931-1034
ddaubs@erbequip.net

JOHN DEERE 2400 PrecisionCut Triplex Mower

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Selling Price *
$ 47,614.00

Price Effective Date: July 6, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1273TC	2400 PrecisionCut Triplex Mower	2	$ 36,499.00	24.00	$ 8,759.76	$ 27,739.24	$ 55,478.48
	Standard Options - Per Unit						
001A	United States and Canada	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
183E	JDLink™ Modem	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0443	All Other Countries (English / Spanish)	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1024	Smooth Tires and Wheels (20x10.00-10, 4 ply)	2	$ 706.00	24.00	$ 169.44	$ 536.56	$ 1,073.12
1190	Two-Wheel Drive (2WD)	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1203	Quick Adjust 5 (QA5) 11-blade Cutting Units	2	$ 10,559.00	24.00	$ 2,534.16	$ 8,024.84	$ 16,049.68
1300	50.8 mm (2-in.) Diameter Machined Grooved Solid Rollers with Solid Endcaps	2	$ 743.00	24.00	$ 178.32	$ 564.68	$ 1,129.36
1490	Less Cutting Unit Counterweights	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1602	50.8 mm (2-in.) Diameter Wide Tube / Hollow Smooth Front Rollers	2	$ 506.00	24.00	$ 121.44	$ 384.56	$ 769.12
2010	Deluxe Suspension Seat with Left Side Armrest	2	$ 1,206.00	24.00	$ 289.44	$ 916.56	$ 1,833.12
3200	Cutting Unit Attaching Yokes and Paddle Clip Style Molded One-Piece Grass Catchers	2	$ 2,186.00	24.00	$ 524.64	$ 1,661.36	$ 3,322.72
9742	Greens Tender Conditioner Shaft and Blades	2	$ 1,279.00	24.00	$ 306.96	$ 972.04	$ 1,944.08

JOHN DEERE

Selling Equipment

Quote Id: 27028885 **Customer Name:**

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2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
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1017 E Chain Of Rocks Rd
Mitchell, IL 62040
618-931-1034
ddaubs@erbequip.net

9743	FTC / GTC / Front Rotary Brush Gear Drive	2	$ 5,677.00	24.00	$ 1,362.48	$ 4,314.52	$ 8,629.04
9750	Rear Roller Power Brush Drive	2	$ 1,749.00	24.00	$ 419.76	$ 1,329.24	$ 2,658.48
9791	Rear Roller Power Brushes	2	$ 640.00	24.00	$ 153.60	$ 486.40	$ 972.80
	Standard Options Total		**$ 25,251.00**		**$ 6,060.24**	**$ 19,190.76**	**$ 38,381.52**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
			Fees				
	Delivery Fee	2	684.00			684.00	1,368.00
	Equipment Fees Total		**$ 684.00**			**$ 684.00**	**$ 1,368.00**
Total Selling Price			**$ 62,434.00**		**$ 14,820.00**	**$ 47,614.00**	**$ 95,228.00**

JOHN DEERE 2400 PrecisionCut Triplex Mower

Equipment Notes:
Hours:
Stock Number:
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: July 6, 2022

Selling Price *
$ 40,830.24

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1273TC	2400 PrecisionCut Triplex Mower	2	$ 36,499.00	24.00	$ 8,759.76	$ 27,739.24	$ 55,478.48
			Standard Options - Per Unit				
001A	United States and Canada	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
183E	JDLink™ Modem	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0443	All Other Countries (English / Spanish)	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1024	Smooth Tires and Wheels (20x10.00-10, 4 ply)	2	$ 706.00	24.00	$ 169.44	$ 536.56	$ 1,073.12
1190	Two-Wheel Drive (2WD)	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1203	Quick Adjust 5 (QA5) 11-blade Cutting Units	2	$ 10,559.00	24.00	$ 2,534.16	$ 8,024.84	$ 16,049.68

Confidential

JOHN DEERE

Selling Equipment

Quote Id: 27028885 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Erb Turf Equipment, Inc.
1017 E Chain Of Rocks Rd
Mitchell, IL 62040
618-931-1034
ddaubs@erbequip.net

1300	50.8 mm (2-in.) Diameter Machined Grooved Solid Rollers with Solid Endcaps	2	$ 743.00	24.00	$ 178.32	$ 564.68	$ 1,129.36
1400	Cutting Unit ONLY Counterweights	2	$ 281.00	24.00	$ 67.44	$ 213.56	$ 427.12
1602	50.8 mm (2-in.) Diameter Wide Tube / Hollow Smooth Front Rollers	2	$ 506.00	24.00	$ 121.44	$ 384.56	$ 769.12
2009	Standard Seat	2	$ 664.00	24.00	$ 159.36	$ 504.64	$ 1,009.28
3200	Cutting Unit Attaching Yokes and Paddle Clip Style Molded One-Piece Grass Catchers	2	$ 2,186.00	24.00	$ 524.64	$ 1,661.36	$ 3,322.72
9766	LED Work Light Kit	2	$ 680.00	24.00	$ 163.20	$ 516.80	$ 1,033.60
	Standard Options Total		**$ 16,325.00**		**$ 3,918.00**	**$ 12,407.00**	**$ 24,814.00**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
			Fees				
	Delivery Fee	2	684.00			684.00	1,368.00
	Equipment Fees Total		**$ 684.00**			**$ 684.00**	**$ 1,368.00**
Total Selling Price			**$ 53,508.00**		**$ 12,677.76**	**$ 40,830.24**	**$ 81,660.48**

JOHN DEERE ProGator 2020A (Gas)

Equipment Notes:
Hours:
Stock Number:
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: July 6, 2022

Selling Price *
$ 34,105.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
140CTC	ProGator 2020A (Gas)	3	$ 40,349.00	24.00	$ 9,683.76	$ 30,665.24	$ 91,995.72
	Standard Options - Per Unit						
001A	US/Canada	3	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
183E	JDLink™ Modem	3	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00

Confidential

JOHN DEERE

Selling Equipment

Quote Id: 27028885 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
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1017 E Chain Of Rocks Rd
Mitchell, IL 62040
618-931-1034
ddaubs@erbequip.net

1139	Standard Front Tires 23x10.5-12 (4 PR)	3	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1161	Fairway Rear (2) Tires and (2) Wheels, 26x14-12 (4 PR)	3	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1190	2WD Traction Unit	3	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
2200	Factory Installed Auxiliary Hydraulics	3	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
9773	Electronic Multi-Mode Throttle/Governor Control Kit	3	$ 487.00	24.00	$ 116.88	$ 370.12	$ 1,110.36
9776	Cargo Box	3	$ 2,928.00	24.00	$ 702.72	$ 2,225.28	$ 6,675.84
9778	Quick Connect Kit	3	$ 211.00	24.00	$ 50.64	$ 160.36	$ 481.08
	Standard Options Total		**$ 3,626.00**		**$ 870.24**	**$ 2,755.76**	**$ 8,267.28**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
			Fees				
	Delivery Fee	3	684.00			684.00	2,052.00
	Equipment Fees Total		**$ 684.00**			**$ 684.00**	**$ 2,052.00**
Total Selling Price			**$ 44,659.00**		**$ 10,554.00**	**$ 34,105.00**	**$ 102,315.00**

JOHN DEERE HD300 SelectSpray(For ProGators 2020A, 2020 and 2030A,

Equipment Notes:
Hours:
Stock Number:
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: July 6, 2022

Selling Price *
$ 23,488.02

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1156TC	HD300 SelectSpray(For ProGators 2020A, 2020 and 2030A, 2030)	1	$ 17,065.00	24.00	$ 4,095.60	$ 12,969.40	$ 12,969.40
			Standard Options - Per Unit				
001A	United States and Canada	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00

Confidential

JOHN DEERE

Selling Equipment

Quote Id: 27028885 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
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2002	Gen2 Automatic Rate Controller for Centrifugal or Diaphragm Pump	1	$ 1,349.00	24.00	$ 323.76	$ 1,025.24	$ 1,025.24
3000	18 Ft. Spray Boom with Electro-Hydraulic Lift	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
6451	Cast Iron Centrifugal Pump	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
9031	Electric Foam Maker	1	$ 2,067.00	24.00	$ 496.08	$ 1,570.92	$ 1,570.92
9080	4-Post ROPS Conversion Kit (Green)	1	$ 2,114.00	24.00	$ 507.36	$ 1,606.64	$ 1,606.64
9085	Heavy-Duty Rear Spring Kit	1	$ 387.00	24.00	$ 92.88	$ 294.12	$ 294.12
9090	Heavy Duty Front Spring Kit	1	$ 387.00	24.00	$ 92.88	$ 294.12	$ 294.12
9869	Hose Plumbing Kit	1	$ 441.00	24.00	$ 105.84	$ 335.16	$ 335.16
	Standard Options Total		**$ 6,745.00**		**$ 1,618.80**	**$ 5,126.20**	**$ 5,126.20**
	Dealer Attachments/Non-Contract/Open Market						
BTC10091	4-Post Rollover Protective Structure (ROPS) Conversion Kit (Green)	2	$ 2,267.33	24.00	$ 544.16	$ 3,446.34	$ 3,446.34
TCB10910	Heavy-Duty Rear Spring Kit	2	$ 415.16	24.00	$ 99.64	$ 631.04	$ 631.04
BM20433	Heavy-Duty Front Spring Kit	2	$ 415.16	24.00	$ 99.64	$ 631.04	$ 631.04
	Dealer Attachments Total		**$ 6,195.30**		**$ 1,486.88**	**$ 4,708.42**	**$ 4,708.42**
	Fees						
	Delivery Fee	1	684.00			684.00	684.00
	Equipment Fees Total		**$ 684.00**			**$ 684.00**	**$ 684.00**
Total Selling Price			**$ 30,689.30**		**$ 7,201.28**	**$ 23,488.02**	**$ 23,488.02**

JOHN DEERE 8000A E-Cut Hybrid Fairway Mower

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

$ 73,159.12

Price Effective Date: July 6, 2022

* Price per item - includes Fees and Non-contract items

Confidential

JOHN DEERE

Selling Equipment

Quote Id: 27028885 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Erb Turf Equipment, Inc.
1017 E Chain Of Rocks Rd
Mitchell, IL 62040
618-931-1034
ddaubs@erbequip.net

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
177BTC	8000A E-Cut Hybrid Fairway Mower	1	$ 75,499.00	24.00	$ 18,119.76	$ 57,379.24	$ 57,379.24
	Standard Options - Per Unit						
001A	United States and Canada	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
183E	JDLink™ Modem	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0443	All Other countries (English/ Spanish)	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1200	Quick Adjust 5 (QA5) 7-blade Heavy Section Cutting Units	1	$ 16,517.00	24.00	$ 3,964.08	$ 12,552.92	$ 12,552.92
1310	50.8 mm (2-in.) Diameter Machined Grooved Solid Rollers	1	$ 1,187.00	24.00	$ 284.88	$ 902.12	$ 902.12
1400	QA5 Cutting Unit ONLY Counterweights	1	$ 469.00	24.00	$ 112.56	$ 356.44	$ 356.44
1622	50.8 mm (2-in.) Diameter Wide Tube / Hollow Smooth Rollers	1	$ 842.00	24.00	$ 202.08	$ 639.92	$ 639.92
9764	Canopy	1	$ 848.00	24.00	$ 203.52	$ 644.48	$ 644.48
	Standard Options Total		**$ 19,863.00**		**$ 4,767.12**	**$ 15,095.88**	**$ 15,095.88**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
			Fees				
	Delivery Fee	1	684.00			684.00	684.00
	Equipment Fees Total		**$ 684.00**			**$ 684.00**	**$ 684.00**
Total Selling Price			**$ 96,046.00**		**$ 22,886.88**	**$ 73,159.12**	**$ 73,159.12**

JOHN DEERE 1200 Hydro Rake

Confidential

JOHN DEERE

Selling Equipment

Quote Id: 27028885 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Erb Turf Equipment, Inc.
1017 E Chain Of Rocks Rd
Mitchell, IL 62040
618-931-1034
ddaubs@erbequip.net

Equipment Notes:
Hours:
Stock Number:
Selling Price *
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) $ 20,546.60
Price Effective Date: July 6, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1057TC	1200 Hydro Rake	1	$ 24,018.00	24.00	$ 5,764.32	$ 18,253.68	$ 18,253.68
	Standard Options - Per Unit						
001A	US/Canada	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0443	OM Non CE English/ Spanish	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
6426	72 In. Rear Prong-Blade Rake	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
9700	Hydro Rake 40 In. Front Blade	1	$ 2,117.00	24.00	$ 508.08	$ 1,608.92	$ 1,608.92
	Standard Options Total		**$ 2,117.00**		**$ 508.08**	**$ 1,608.92**	**$ 1,608.92**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
			Fees				
	Delivery Fee	1	684.00			684.00	684.00
	Equipment Fees Total		**$ 684.00**			**$ 684.00**	**$ 684.00**
Total Selling Price			**$ 26,819.00**		**$ 6,272.40**	**$ 20,546.60**	**$ 20,546.60**

Confidential

CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of one (1) Bobcat TL619 Telehandler from Bobcat of Bloomington, in the amount of $78,557.42, using the Sourcewell Contract (040319-CEC, exp. 05/31/2023). The original price is $97,557.42, which after a trade credit allowance of $19,000.00 brings the total cost down to $78,557.42, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 2b. Quality water for the long term

BACKGROUND: The Public Works Department is recommending approval of the Item. Staff at the Water Treatment Plant (WTP) maintain several critical pumps throughout the facility. The pumps are located a minimum of 15 feet below grade, and each pump weighs several hundred pounds. In addition, WTP staff maintain four Clarifier cones (used to soften and clarify water) throughout the facility. The cones must be taken out of service every other month, on average, to remove large amounts of accumulated debris that were not able to be discharged with the waste sludge. The removal process consists of lowering a 400-pound pump, with hydraulic hoses and semi-rigid discharge hose, to the bottom of the clarifier.

While staff has access to the 2012 S187 Bobcat skid steer loader, Unit LB11, it is not capable of performing these larger maintenance tasks. Staff must borrow or rent equipment to maintain the pumps and Clarifier cones, which impacts reliability and safety. Staff recommends replacing Unit LB11 with a Bobcat TL619 Telehandler. Unit LB11 is scheduled to be replaced in the FY25 with a budget of $87,945. However, replacing the unit now will be more beneficial. With the multitude of different attachments available for the Telehandler, staff would be able to perform the larger maintenance tasks more consistently without having to borrow or rent equipment while also utilizing it for everyday operations that were previously performed by Unit LB11, including snow removal, unloading chlorine cylinders, moving 2,000-pound bags of granular activated carbon, and sand filter media throughout the facility.

Staff will be trading in the 2012 S187 Bobcat skid steer loader declared to be surplus toward the purchase of the new unit for a credit of $19,0000.

Seeking to maintain consistency, focus on efficiency, and leverage operational experience of staff, Public Works is recommending the purchase of the Bobcat brand telehandler. The City owns Bobcat brand equipment in several Departments, staff is familiar with their

operation, existing City owned attachments are interchangeable with the proposed model, and Fleet stocks replacement and repair parts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Although this Item is not budgeted, if approved, $38,801 will be transferred from saving of mowing equipment from Lake Maintenance-Capital Outlay Equipment Other than Office account (50100140-72140) and $39,756.42 will be transferred from Water Mechanical Maintenance-Repair/Maintenance Equipment Other than Office account (50100160-70540) to Water Purification-Capital Outlay Equipment Other than Office account (50100130-72120) where the purchase totaling $78,557.42 will be paid. Stakeholders can locate the two accounts where the budgeted funds are proposed to be transferred from in the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on pages 133 and 138.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

Respectfully submitted for consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

ATTACHMENTS:
PW 1B QUOTATION Bobcat TL619 Telehandler 10242022
PW 1C LITERATURE Bobcat TL619 Telehandler 10242022
PW 1D CONTRACT Sourcewell Clark Bobcat 0400319 Bobcat TL619 Telehandler
PW 1E BOBCAT S-185 SKID STEER LOADER Tag 8309

Bobcat

Product Quotation

Quotation Number: TLJ-00503v1
Date: 2022-10-11

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
City of Bloomington - Water Dept. **BLOOMINGTON, IL 61701**	**Chuck Eskridge** **Bobcat of Bloomington, Bloomington, IL** **13955 CAROLE DRIVE** **BLOOMINGTON IL 61701** **Phone: (309) 820-7543** **Fax: (309) 828-7820**	**Clark Equipment Co dba Bobcat Company** **250 E Beaton Dr,** **West Fargo, ND 58078** **Phone: 701-241-8719** **Fax: 855-608-0681** **Contact: Heather Messmer** **Heather.Messmer@doosan.com**

Description	Part No	Qty	Price Ea.	Total
Bobcat TL619	**M2770**	**1**	**$71,023.52**	**$71,023.52**

Attachment Control Device (7 pin)
Auxiliary hydraulics w/ coupler release block
Back-up Alarm
Bobcat Standard 5" Display
Bob-Tach attachment mounting system
Boom Float
Boom Stop
Eco Mode
Enclosed Cab with Heat/Air Conditioning: parking brake;
front, rear, and roof washer/wipers; dome light; power
port; mechanical suspension seat; retractable seat belt;
tilt and telescoping steering; radio ready; Sun Visor; Fixed Armrest; ACD keypad
Front/crab/four-wheel steering
Hitch, rear pin type
Hydrostatic transmission with 2-Speed & AdvancedAttachment Control
Instrumentation: Hourmeter, RPM, System Voltage;
Engine Temperature and Fuel Gauges; Warning Lights
LED Work Lights
Lights: turn signals; road lights (halogen); work lights
Mechanical Suspension Seat
Mirrors: right & left side
Reversible cooling fan with manual and automatic control
Right Hand Mirror
Rotating Beacon
Smart Handling System
Spark arrestor exhaust system
Tires: 405/70 20
Wheel fenders
Automatic Parking Brake with Slope Assist

86" Severe Duty Bucket	**7326128**	**1**	**$1,947.88**	**$1,947.88**
--- **Bolt-On Cutting Edge, 86"**	**7296449**	**1**	**$351.72**	**$351.72**
5.5K Severe Duty Pallet Fork Frame	**7294332**	**1**	**$712.88**	**$712.88**
--- **48" 5.5K Severe Duty Pallet Fork Teeth**	**6541518**	**1**	**$506.92**	**$506.92**
Description	**Part No**	**Qty**	**Price Ea.**	**Total**
HYRDAULIC WINCH - 3RD PARTY - DEALER ORDERED	**5000000**	**1**	**$13,000.00**	**$13,000.00**

Total of Items Quoted		**$87,542.92**
Dealer P.D.I.		**$300.00**
Freight Charges		**$2,385.00**
Dealer Assembly Charges		**$73.50**
Trade-in	**2012 S185 TRADE IN WITH BUCKET**	**($19,000.00)**
Other Charges:	**Material and Logistics**	**$7,256.00**
Quote Total - US dollars		**$78,557.42**

Notes:

*Prices per the Sourcewell Contract #040319-CEC.
*Terms Net 60 Days. Credit cards accepted.
*FOB Destination
*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.
*TID# 38-0425350

*Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.

*Quote valid for 30 days

ORDER ACCEPTED BY:

_____ _____
SIGNATURE **DATE**

_____ _____
PRINT NAME AND TITLE **PURCHASE ORDER NUMBER**

DELIVERY ADDRESS:_____

BILLING ADDRESS (if different than Ship To):_____

TAX EXEMPT? _____YES _____NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____

Telehandlers

TL619, TL723, TL923

EVERY JOB IS IN YOUR REACH.

R-Series telehandlers from Bobcat reach far and lift high, making them a go-to favorite for farming, construction, landscaping, snow removal and rental. Highly maneuverable, these telehandlers offer four steering modes – all-wheel, front-wheel, crab and semi-crab – to work efficiently in tight quarters. A powerful boom gives you maximum rated capacity at full lift height, and it extends your reach over fences, walls, landscaping and other obstacles. Like our legendary loaders and excavators, this telehandler lineup is designed to give you more versatility with an extensive array of Bobcat® attachments.

Bobcat
TL619
Bobcat

MONUMENTAL LIFT, HEIGHT & REACH

Bobcat telehandlers are hard-working and durable – they're sized perfectly for virtually every application, putting endless possibilities within reach.

Automatic Tilt (Attachment) Positioning

The attachment level feature standard on all Bobcat telehandler models speeds material handling and boosts productivity by preventing spillage and ensuring consistent, productive attachment performance.

Two-Stage, Low-Profile Boom

The low-profile, extendable boom gives you the power to access a wide range of lift heights and reach lengths. The boom position provides excellent visibility to the operator's right side. The low boom pivot point in the rear helps make it a powerful machine when pushing. As the machine pushes, more of the weight stands on the front axle.

Heavy-Duty Lift Cylinder

The heavy-duty lift cylinder of the TL923 allows for more capacity and improved lifting performance.

Turbo-Charged Bobcat Tier 4 Engine

Bobcat telehandlers have an advanced Tier 4, turbo-charged engine that delivers additional horsepower, plus efficient, high-torque performance regardless of elevation. Operators will also appreciate the engine's reliable cold weather starting and a variety of features that make maintenance and service more convenient.

Add-On Counterweight

The TL619 is designed for an optional, add-on counterweight that provides greater loaded reach capacity. The counterweight comes standard with the TL723 and TL923.

Boom Float

Enable boom float while moving on uneven ground for smooth performance with attachments. Float in reverse for smoothing with a bucket.

Heavy-Duty Drivetrain

For durability and confidence when working on the most intensive jobs, the Bobcat TL923 is equipped with reinforced heavy-duty axles, large lug nuts and a reinforced central differential gear. Heavy-duty universal joints are designed to handle tough working conditions, and the steering cylinder is protected in the upper position. These features allow for heavier lift capabilities and travel speeds up to 25 mph.

Patented Hydraulic Lift System

The TL923 has a patented hydraulic lift system with advanced high-flow technology to optimize lift capabilities while providing high-speed boom movement. You'll also command unrivaled multifunctioning performance during the lift cycle.

5,512 LB.
MAX. RATED CAPACITY

19 FT. 2 IN.
LIFT HEIGHT

10 FT. 3 IN.
REACH

High Tractive Effort

The Tier 4 turbo-charged engine in Bobcat telehandlers achieves optimum tractive force, giving these R-Series telehandlers impressive pushing power for their size classes.

Hydrostatic Transmission

Bobcat telehandlers offer a heavy-duty hydrostatic transmission for smooth, quick power, plus high wheel torque for digging and pushing. Operation is safe and easy, with many additional features to help you get the job done quickly and efficiently.

Z-Bar Boom Linkage

The TL923's Z-Bar linkage is designed for high loading performance, giving operators an optimized tilting angle for dumping and more breakout force to lift material out of a pile and dump it easily. The Z-Bar boom linkage gives you:

- More range of bucket tilt
- Increased dump angle at full height
- Increased breakout force

Automatic Ride Control

Automatic ride control on the TL723 and TL923 reduces material spillage, allowing operators to travel at faster speeds for increased productivity. Thanks to its dampening effect, the feature also increases comfort by offering a smoother ride when traveling across uneven terrain.

Large-Diameter Tires

The large-diameter tires (20-inch on the TL619 and 24-inch on the TL723 and TL923) have an aggressive all-terrain tread that won't bog down in soft ground conditions.

Load-Sense Hydraulic System

The TL923 hydraulic system is designed for faster boom speeds and heavier lifting, giving you extra power for smoother control when loaded, and the fastest boom cycle times possible when empty. You can achieve faster boom movement at a lower rpm with improved multifunctional capability.

TL723

7,718 LB.
MAX. RATED CAPACITY

22 FT. 9 IN.
LIFT HEIGHT

13 FT. 1 IN.
REACH

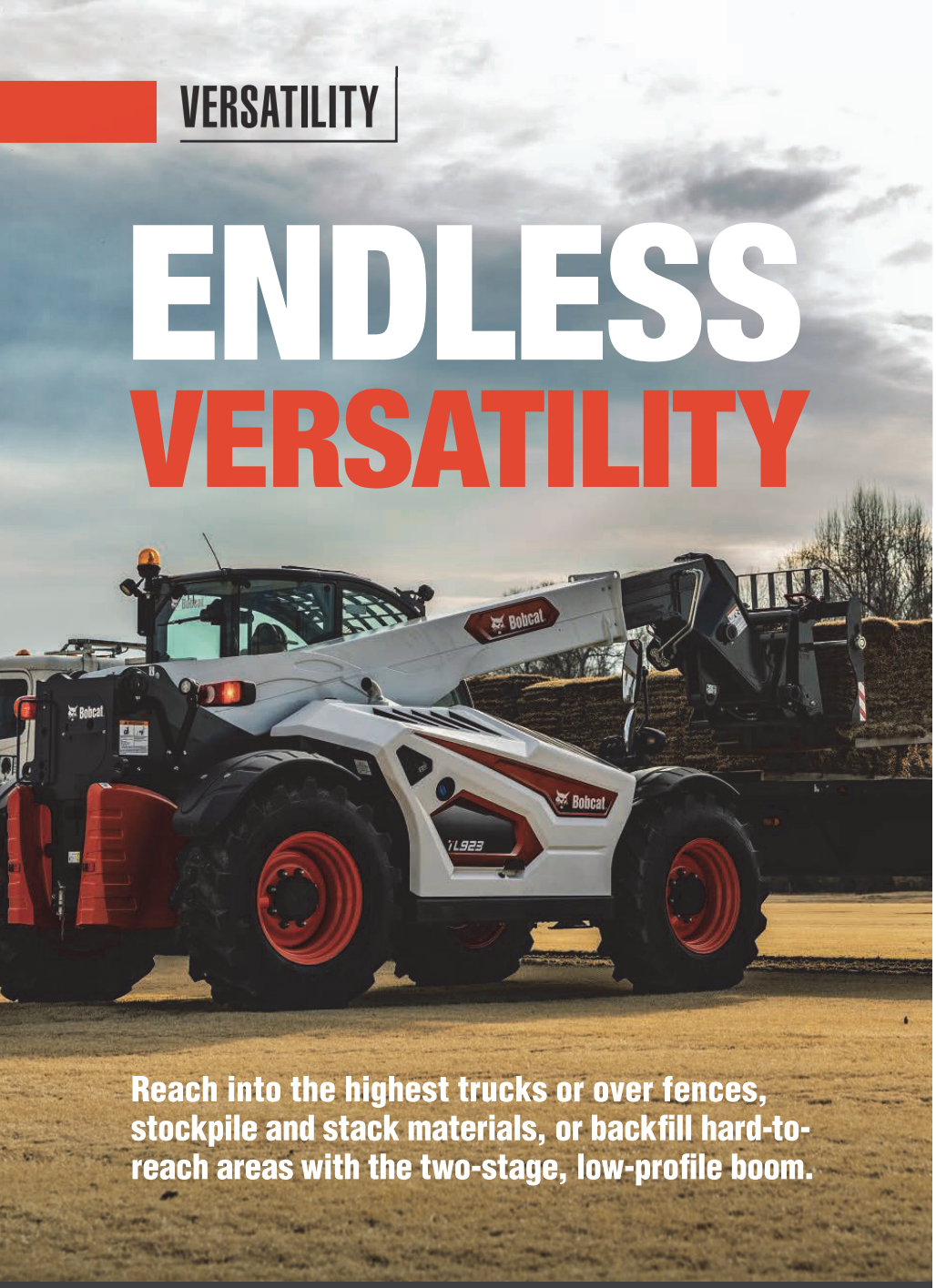
TL923

9,041 LB.
MAX. RATED CAPACITY

23 FT.
LIFT HEIGHT

13 FT. 2 IN.
REACH

ENDLESS VERSATILITY



Reach into the highest trucks or over fences, stockpile and stack materials, or backfill hard-to-reach areas with the two-stage, low-profile boom.

FOUR STEERING MODES

Bobcat telehandlers have four steering modes to give you tailored maneuverability for every application.

All-Wheel Steer	Allows you to make quick and tight turns
Front-Wheel Steer	Standard steering mode; front wheels control the direction of the machine
Crab Steer	Allows precise side-to-side positioning
Semi-Crab Steer	Allows operators to set the rear wheels in a crab position while steering with the front wheels

FIVE OPERATION MODES

Five operation modes give you the versatility you need for a wide variety of applications:

1. ECO MODE

ECO mode allows you to maintain hydraulic performance without using full engine power – allowing you to work with lower rpm, less noise and lower fuel consumption. Easily turn on or off using a control panel button.

2. SMOOTH DRIVE MODE

Used for maneuvering across jobsites with mild acceleration and deceleration while carrying loads.

3. DYNAMIC DRIVE MODE

Take full advantage of the high productivity of the Bobcat telehandler and quickly shift from smooth to dynamic drive, increasing the responsiveness of the machine's acceleration and deceleration.

4. FLEX DRIVE MODE

Use the engine speed lever to bring a new dimension to driving by managing the travel speed independently from the engine speed. You achieve a whole new level of efficiency and precision.

5. ADVANCED ATTACHMENT CONTROL MODE

Control the engine and travel speed separately for full auxiliary hydraulic performance.

Precise Drive and Engine Speed Settings – Precision is key to attachment productivity. Set drive speed increments from 1 to 99 for the ideal combination of attachment performance and machine control. You can increase engine rpm with the engine speed lever and maximize your attachment productivity.

Attachment Travel Mode – When you need to move to a new location, press a button to switch to faster travel on the fly. When you're back in position for attachment work, you can return to your previous attachment control mode settings.

TWO TRAVEL SPEEDS

The TL619 has standard two-speed travel for improved productivity during work and travel. With two speed ranges, operators can adapt the performance of the Bobcat telehandler to whatever the job requires. A convenient button on the joystick allows the operator to easily change speed modes on or between jobsites.

TRAVEL speed enables movement across longer distances at speeds up to 17.5 mph.

WORK speed provides maximum pushing power with higher engine rpm to match tractive effort to ground conditions. Its balanced performance and precise control helps you get challenging jobs done fast, from routine loading to material handling.

FOUR-SPEED VERSATILITY

The TL723 and TL923 both offer low range and high range. Each range includes two-speed travel. This gives you four travel speeds to match the demands of every task.

MAX. RATED CAPACITY

Confidently lift up to:

- 5,512 pounds (TL619)
- 7,718 pounds (TL723)
- 9,041 pounds (TL923)

ATTACHMENT-READY

Pick a job – any job. Comparable machines can't match a Bobcat telehandler's versatility.

It doesn't just pick and place materials; it works with the widest range of attachments you can find on a telescoping work machine. This gives you the best of both worlds: the extended reach and great rated load capacity of a telescoping boom with the versatility advantage of numerous attachments.

Auxiliary Hydraulics
Auxiliary hydraulic couplers with integrated pressure release are located conveniently on the front of the boom, enabling operators to change hydraulic attachments quickly and easily.

Auxiliary Flow Management
Operators can set the amount of continuous auxiliary hydraulic flow – up to 100% – to achieve the attachment performance that's necessary for optimal productivity.

Continuous Hydraulic Flow With Dual Detent
Dual-direction detent allows hydraulic flow to be engaged continuously, in either direction, without holding a switch. This gives operators more flexibility in using hydraulic-powered attachments.

BOB-TACH ATTACHMENT MOUNTING SYSTEM

Quickly change attachments with the TL619's Bob-Tach® mounting system. Switch to a new bucket, a pallet fork or a variety of tough, Bobcat-built hydraulic attachments. The Bob-Tach system makes it possible for Bobcat to provide the largest attachment selection ever for a telehandler.

POWER QUICK-TACH

The TL723 and TL923 have a standard Power Quick-Tach attachment mounting system that provides robust attachment versatility. The hydraulic lock function allows you to change non-hydraulic attachments safely and quickly without leaving the cab. With the Power Quick-Tach system, operators push a button to retract the pins and release to quickly secure the attachment.

ATTACHMENT VERSATILITY

Bobcat designs and builds a large selection of standard and hydraulic-powered attachments for your telehandler. Approved attachments can be shared with other Bobcat machines.

TL619 Attachments

- Angle broom
- Auger
- Bucket
- Combination bucket
- Flail cutter
- Grapple, industrial
- Grapple, root
- Pallet fork, fixed
- Pallet fork, floating
- Rock bucket
- Snow blade
- Snow pusher pro
- Soil conditioner
- Sweeper
- Truss boom

TL723 & TL923 Attachments

- Adapter frame
- Bucket
- Grapple, ag
- Pallet fork, fixed
- Pallet fork, floating

Intuitive Joystick Controls

Fingertip controls make it easy and comfortable to operate Bobcat telehandlers. On the front side of the joystick, the Forward-Neutral-Reverse directional switch can be operated with the index finger. The two-speed travel switch, boom float, boom extension, and auxiliary hydraulics are located at the top of the joystick.

7-Pin Attachment Control Device (ACD)

Get additional control and functionality in selected attachments with the 7-pin attachment control device. Several attachments require control of more than one function, and this system gives you fingertip control of these extra functions. On-the-fly adjustments, such as the angle of an angle broom attachment, are quick and easy with a simple push button.

UPTIME PROTECTION

Bobcat prides itself on building machines that are protected from front to back against the world's toughest jobs. The Bobcat telehandler line is no exception. It's made with strong materials, quality construction and reliable designs that our customers need to earn their living.

SIMPLE, STATE-OF-THE-ART AND NON-DPF

The telehandler's Bobcat engine achieves emissions compliance without the use of a diesel particulate filter (DPF). This means fewer components for simpler operation, easier maintenance and no downtime due to DPF regeneration.

Sealed Engine Compartment
The engine compartment provides a completely enclosed environment that helps to shut out dust and debris, ensuring long component life.

Automatic Battery Disconnect
A few moments after you turn off your machine, the battery is automatically disconnected, preventing accidental battery discharge.

Common Parts
Many telehandler parts are the same ones used in our legendary compact loader line, which ensures easy parts availability and minimal downtime if there is an issue.

Clean Workgroup Plumbing
Hydraulic hoses are carefully routed to minimize exposure to friction and contact with jobsite objects and obstacles.

Cyclonic Air Prefilter
The built-in cyclonic air prefilter and automatic dust evacuation helps maximize your uptime. This technology cuts down filter clogging and ensures efficient engine cooling in dusty environments.

Impact-Resistant Engine Access Panel
The engine access panel resists damage from impact and retains its good looks for years, thanks to its flexible, resilient and rust-free composite construction.

Reinforced Heavy-Duty Boom Pivot and Enclosed Frame Welds
The boom pivot features thick steel reinforcement for enhanced durability and long life. Heavy-duty, enclosed frame welds offer additional support throughout the frame.

Poly Fuel Tank
Diesel is contained in a durable, rust-free polypropylene fuel tank to minimize condensation and contamination of the fuel system.

Side-by-Side Cooling Design
The radiator, oil cooler and intake air coolers are mounted side by side, carefully located to receive the same quality and temperature of air, which provides efficient, consistent cooling ability, even in the most severe and dirty conditions.

Automatic Reverse Cooling Fan
Excellent for dusty and light-material applications, the available reversible fan gives you the ability to keep the radiator area cleaner for longer – extending productivity and uptime while reducing the immediate need to clean debris by hand. Just flip a switch to reverse the cooling fan or set it to automatically reverse at 30-, 45-, 60- or 90-minute intervals to purge the system of dust and debris.

Optional Window Guards
Designed to protect you and your investment in the toughest conditions, the optional front and top window guards protect your machine from falling and flying debris.

Protected Cylinders
Cylinders are strategically located in areas that are less prone to damaging contact on the job, protecting them from harm.

Fine Mesh Intake Screen
The engine cover screen helps prevent large debris from entering the engine basket and plugging the radiator.

Machine Protection
The machine protection system monitors engine and hydraulic functions. If conditions risk damage to the engine or hydraulic components, the system will alert the operator and, if necessary, de-rate engine power as well as hydraulic flow. It still allows the operator to move the telehandler to an area for diagnosis.

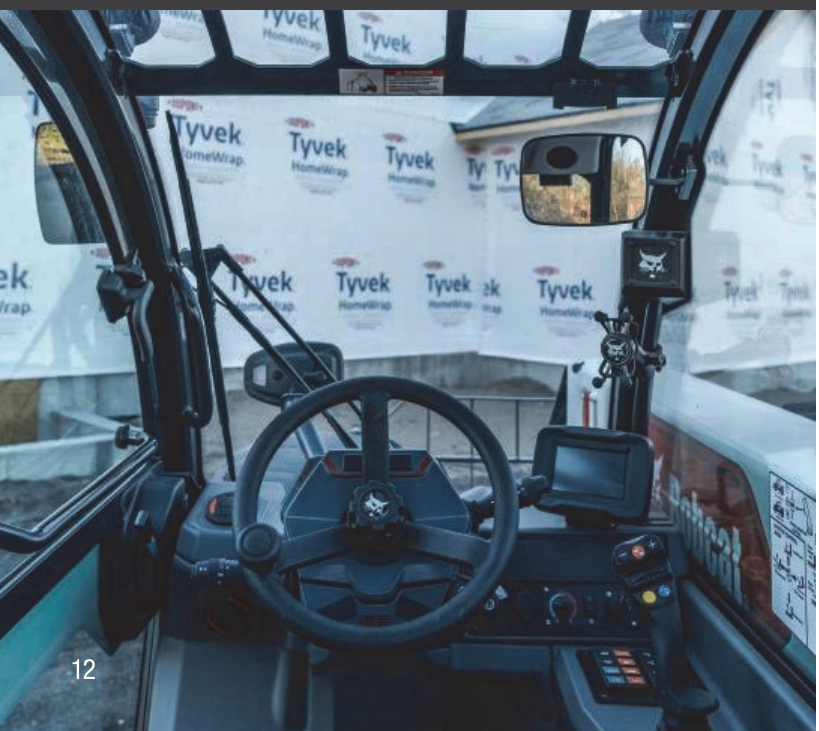
Box-Welded Frame With Protective Chassis
Bobcat has designed all of its telehandlers with the same robust box-welded frame for enhanced rigidity – plus a low center of gravity for great overall stability. The engine, cooling system and many critical components are well-protected within the center of the chassis, ensuring minimal wear and tear due to jobsite obstacles or harsh terrain.

Heavy-Duty Engine Mounts and Compartment
A protected engine on Bobcat telehandlers starts with a thick steel frame that covers both sides and the bottom of the engine. Rubber engine mounts reduce shock on difficult terrain.

Robust Boom Design
Bobcat telehandlers are designed with a combination of features that maximize reliability in even the most severe conditions, including high-tensile steel construction, U-welded shapes, an integrated boom head and robust wear pads.

CAB COMFORT

Bobcat has designed its R-Series telehandler cabs to provide the ultimate in operator comfort and increased ease of operation. The Bobcat tradition of operator-centered design continues with high visibility, excellent ergonomics, a comfortable suspension seat, efficient heat and air conditioning, plus an easy-to-read, automotive-style instrument panel that is familiar to any operator who has already used other R-Series equipment from Bobcat. For all-day operation, the comfort built into the Bobcat telehandlers can't be beat.



ROPS/FOPS Operator Cab
Bobcat telehandler cabs are designed and tested to Roll-Over Protective Structure (ROPS) and Falling Object Protective Structure (FOPS level II) standards.

Wraparound Rear Window
The TL723 and TL923 have a unique wraparound rear window that excels at providing operators a good view to the side and rear of the machine.

Opening Rear Window and Split Door
The rear window provides an emergency exit, and the split door allows you to work with open windows for easier communication on the job.

Suspended Cab
A cushioning spring suspension isolates and reduces vibration inside the cab and improves ride quality.

Cloth Suspension Seat
The TL619 seat is upholstered in comfortable, breathable cloth. The fully adjustable suspension helps to smooth out bumpy jobsite conditions and keep you comfortable for hours.

Air-Suspension Seat
The TL723 includes an air-suspension seat that adjusts to the operator's weight, enabling maximum comfort for a long day's work.

High-Comfort Heated Air-Suspension Seat
The TL923 features a high-comfort, heated air suspension seat. It adjusts to the operator's weight for maximum comfort during a long day's work. When it's cold outside, the heated seat makes a perfect complement to the automatic temperature control.

Seat-Mounted Joystick With Adjustable Armrest
As the TL923's suspension seat moves up and down, the joystick moves with the seat for added comfort and enhanced controllability during operation. Operators can adjust the joystick up and down to their preferred position.

Multi-Control Joystick
Experience an industry-leading joystick that sets Bobcat telehandlers apart. One joystick controls travel direction, lift and tilt functions, boom extension, and auxiliary hydraulics. This gives the operator the ability to accurately lift loads. It also allows operators to use several machine functions at the same time and from one control point, enabling more precision and higher productivity without having to remove their hand from the joystick. Fingertip control access makes it easy and comfortable to operate the telehandler.

HIGH-VISIBILITY DESIGN

The low-profile boom on the Bobcat telehandler sits below the operator's eye level to provide an optimal view of your surroundings. The redesigned engine basket sits lower for even greater visibility. Front, top and rear window wipers clear away moisture and minimize the buildup of dust, debris and mud. Multiple mirrors on the operator's left and right assist you when working in confined areas. For even more visibility, add the optional rear mirror kit or rearview camera kit.

Radio Ready

Bobcat telehandlers come radio ready with wiring, speakers and antenna. A quick and easy install of this stereo system will enhance your operating experience.

Work Lights

LED work lights are strategically positioned on the machine – two on the front of the cab, one on the rear of the cab and one on the right, rear frame – giving you the light you need to work in low light levels or finish a day that extends into evening hours.

Road Lights

Bobcat telehandlers include standard high- and low-beam headlights, turn signals, four-way flashers, brake lights and reverse lights.

Standard Heat and Air Conditioning

The AC unit is integrated into the machine, without a bulky add-on unit to obstruct your visibility or get in your way. Automotive-style vents allow you to point the air where you need it, providing greater comfort in all weather conditions.

Optional Keyless Start System

The keyless start option gives you the convenience of keyless start and the added security of an owner-defined numeric code.

Tilt and Telescopic Steering Wheel

The steering wheel can be adjusted to find the perfect fit for any operator.

Smart Handling System (SHS)

SHS combines productivity and precision, allowing you to set the boom speed for lifting, telescoping and tilting, adapting the machine to your work. It's ideal for achieving precise boom motion when the job demands high-rpm performance.

Boom Cushioning System

The boom cushioning system makes it easier to confidently handle your load, allowing for smoother motion as the attachment angles to its minimum or maximum pitch, or when the boom reaches full retraction.

SIMPLE CONTROLS

Dynamic Braking System
The dynamic braking system will decelerate and stop the machine as soon as you let your foot off the accelerator pedal – unlike a torque converter-style transmission that coasts before coming to a complete stop. This gives you maximum control on slopes where you can easily inch your way up or down without having to apply the brake.

Automotive-Style Foot Pedals and Steering Wheel
The familiar steering wheel, accelerator pedal and brake pedal make maneuvering around jobsites simple.

Semi-Automatic Wheel Realignment
When you cycle through different steering modes, the Bobcat telehandler wheel alignment system semi-automatically reorients your wheels to quickly and easily transition from front-wheel, all-wheel, crab steer and semi-crab steer.

Automatic Parking Brake With Slope Assist
When you release the accelerator pedal as the engine idles, the telehandler parking brake automatically engages for operator convenience. To disengage, press the button on the instrumentation panel or press down on the accelerator pedal. The telehandler's slope assist holds the machine's position on inclines and trailer ramps, giving you easier, more intuitive control on every type of surface.

Brake Pedal With Inching Control
Slowing down the machine to load a truck or carefully maneuver around obstacles should not slow down hydraulic performance. Bobcat telehandlers feature a brake pedal with inching control that allows you to precisely manage ground speed while maintaining engine rpm. This allows you to retain full power to the work group and the attachment for quick cycle times.

Jog Shuttle
The jog shuttle provides easy display navigation. Scroll through the navigation bar and press the button to activate the desired function. You can reach any of your main screens' handy shortcuts with the jog shuttle.

Multi-Functional LCD Screen
The standard 5-inch LCD display provides full-featured machine interaction and monitoring capabilities from right in the cab. Access diagnostics and detailed operation information including monitoring, troubleshooting and error conditions. If there's a problem with the system voltage, engine oil pressure, engine coolant temperature and other major functions, you'll know. Get a clear, easy-to-read overview of machine operation at the touch of a button, including job hours, travel or engine speed, boom angle, auxiliary hydraulic flow setting, and much more. Operators can run equipment more efficiently and solve more problems in the field with the on-screen content.

Convenient, intuitive and easy to find, a Bobcat telehandler's simple controls make operation easy and productive.

EASY SERVICEABILITY

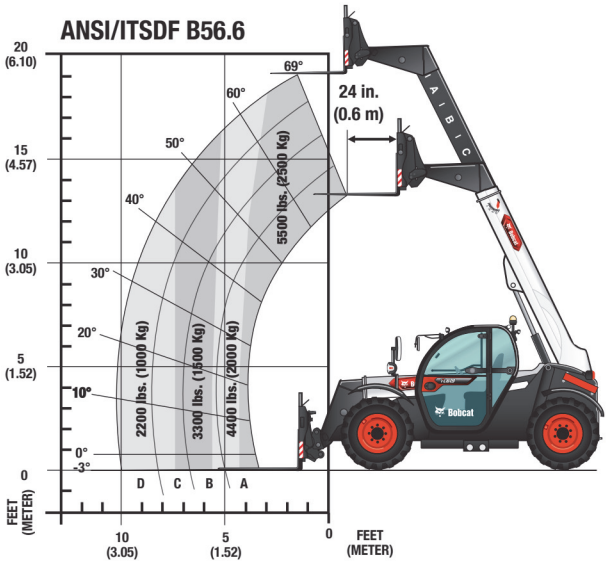
Bobcat knows you want to spend your day working – and not gaining access to your machine components. That's why Bobcat telehandlers are designed for quick routine maintenance and simple repairs.

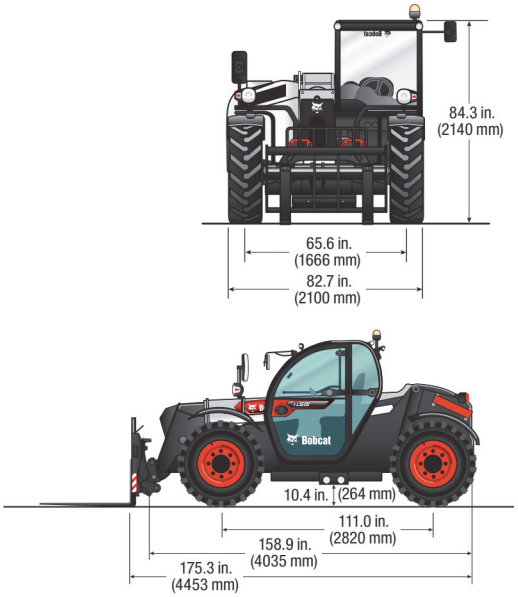
SIMPLE COOLING SYSTEM CLEANOUT	The side-by-side mounted radiator, oil cooler and fan provide a clean engine compartment layout for easy access. Dirt and debris removal is quick and simple whenever cleaning is necessary.
DOUBLE-ELEMENT AIR FILTER	Uptime protection is critical for a machine this versatile, and it starts with a double-element air cleaner system.
ADJUSTABLE BOOM GUIDES	Nylon wear pads, on the inside corners of the extendable boom, allow for better guidance and reduce free play of the boom. They're easily adjustable and require minimal servicing and greasing.
BOBCAT SERVICE ANALYZER	This feature allows your dealer to download machine performance data to a laptop – including faults, warning codes and more – to quickly troubleshoot machine issues and correct them.
OIL FILTER ACCESS	The oil filter and other service points are conveniently located for easy access and simple, fast serviceability.
EASY ENGINE ACCESS	The side-mounted engine puts routine maintenance checks, filters and other engine components in easy reach.

SPECIFICATIONS

Performance	TL619	TL723	TL923
Operating Weight	11,089 lb. (5030 kg)	16,038 lb. (7275 kg)	18,158 lb. (8235 kg)
Max. Rated Capacity	5512 lb. (2500 kg)	7718 lb. (3500 kg)	9041 lb. (4100 kg)
Max. Rated Capacity at Full Height	5512 lb. (2500 kg)	7718 lb. (3500 kg)	7056 lb. (3200 kg)
Max. Rated Capacity at Full Reach	2205 lb. (1000 kg)	3308 lb. (1500 kg)	3749 lb. (1700 kg)
Auxiliary Hydraulic Flow	21.1 gpm (80.0 L/min.)	26.4 gpm (100.0 L/min.)	39.6 gpm (150.0 L/min.)
Hydraulic Pressure	3626 psi (250 bar)	3625 psi (250 bar)	3698 psi (255 bar)
Lift Height	230.0 in. (5842 mm)	273.9 in. (6957 mm)	276.9 in. (7034 mm)
Max. Reach	123.3 in. (3132 mm)	157.7 in. (4002 mm)	158.3 in. (4022 mm)
Reach at Max. Height (24" load center)	17.9 in. (454 mm)	48.1 in. (1223 mm)	53.7 in. (1364 mm)
Bucket Dump Height	153.5 in. (3900 mm)	153.5 in. (3900 mm)	153.5 in. (3900 mm)
Reach at Dump Height	46.2 in. (1175 mm)	46.3 in. (1175 mm)	46.3 in. (1175 mm)
Bucket Dump Angle Full Height	54°	48°	61°
Max. Travel Speed – Low	4.7 mph (7.5 km/hr.)	3.7 mph (6.0 km/hr.)	3.7 mph (6.0 km/hr.)
Max. Travel Speed – High	18.3 mph (29.5 km/hr.)	18.7 mph (30.0 km/hr.)	24.8 mph (40.0 km/hr.)
Dimensions			
Tires	405/70 x 20	400/80 x 24	400/80 x 24
Length Fork Face to Rear	175.3 in. (4453 mm)	191.7 in. (4869 mm)	195.9 in. (4975 mm)
Length Front Tire to Rear	158.9 in. (4035 mm)	159.8 in. (4058 mm)	167.6 in. (4256 mm)
Wheelbase	111.0 in. (2820 mm)	113.0 in. (2870 mm)	113.0 in. (2870 mm)
Ground Clearance	10.4 in. (264 mm)	16.9 in. (430 mm)	16.9 in. (430 mm)
Cab Height	84.3 in. (2140 mm)	96.7 in. (2457 mm)	96.7 in. (2457 mm)
Cab Height With Beacon	90.2 in. (2290 mm)	100.8 in. (2561 mm)	100.8 in. (2561 mm)
Width	82.7 in. (2100 mm)	90.6 in. (2300 mm)	90.6 in. (2300 mm)
Tread	65.6 in. (1666 mm)	74.6 in. (1895 mm)	74.6 in. (1895 mm)
Inside Turning Clearance	52.3 in. (1329 mm)	43.0 in. (1092 mm)	43.0 in. (1092 mm)
Fork Turning Clearance	183.0 in. (4648 mm)	197.4 in. (5015 mm)	195.4 in. (4962 mm)
Engine			
Make/Model	Bobcat D34 Turbocharged (T4)	Bobcat D34 Turbocharged (T4)	Bobcat D34 Turbocharged (T4)
Fuel/Cooling	Diesel/Liquid	Diesel/Liquid	Diesel/Liquid
Cylinders	4	4	4
Horsepower	74.0 hp (55.3 kW)	100.0 hp (74.5 kW)	135.0 hp (100.7 kW)
Rated rpm	2400 rpm	2400 rpm	2400 rpm
Torque at 1400 rpm	247.2 ft.-lb. (330 Nm)	316.7 ft.-lb. (430 Nm)	368.3 ft.-lb. (500 Nm)
Displacement	207.5 cu. in. (3.4 L)	207.5 cu. in. (3.4 L)	207.5 cu. in. (3.4 L)
Full Tank Capacity	30.4 gal. (115.0 L)	36.4 gal. (138.0 L)	36.4 gal. (138.0 L)
Operation			
Four Wheel Drive	Std	Std	Std
2-Speed Hydrostatic Transmission	Std	Std	Std
Two Gear Range Gearbox	–	Std	Std
Steering Modes	Front wheel, four wheel opposed, crab, semi-crab	Front wheel, four wheel opposed, crab, semi-crab	Front wheel, four wheel opposed, crab, semi-crab
Advanced Attachment Control Mode	Std	Std	Std
Inching Control	Std	Std	Std
Dynamic Braking	Std	Std	Std
SAPR Brakes	Std	Std	Std
Features			
Self Diagnostic Troubleshooting	Std	Std	Std
Reversible Fan	Std	Std	Std
Removable Beacon	Std	Std	Std
ROPS/FOPS Approved Cab	Std	Std	Std
Cab With Heat and Air Conditioning	Std	Std	Std
Three-Way Adjustable Suspension Seat	Std	–	–
Automatic Air Suspension Seat	–	Std	Std
Front LED Work Lights	Std	Std	Std
Rear LED Work Lights	Std	Std	Std
Road Lights	Std	Std	Std
Pin Style Rear Hitch	Std	Std	Std
Front-Top-Rear Window Wipers	Std	Std	Std
Back Up Alarm	Std	Std	Std
Retractable Seat Belt	Std	Std	Std
Boom Angle Indicator	Std	Std	Std
Ride Control Boom Suspension	–	Std	Std
SHS (Smart Handling System)	Std	Std	Std
Battery Disconnect	Std	Std	Std
12 Volt Accessory Port	Std	Std	Std
Cup Holder	Std	Std	Std
Attachment Capabilities			
Bob-Tach® Attachment Mounting System	Std	–	–
Bobcat TLS Hydraulic Coupler Attachment Mounting System	–	Std	Std
Auxiliary Hydraulics With Quick Couplers	Std	Std	Std
Pressure Release Block	Std	Std	Std
Fingertip Auxiliary Control	Std	Std	Std
Fingertip Boom Extension Control	Std	Std	Std
Attachment Control Kit (7 pin connector)	Std	Std	Std

TL619





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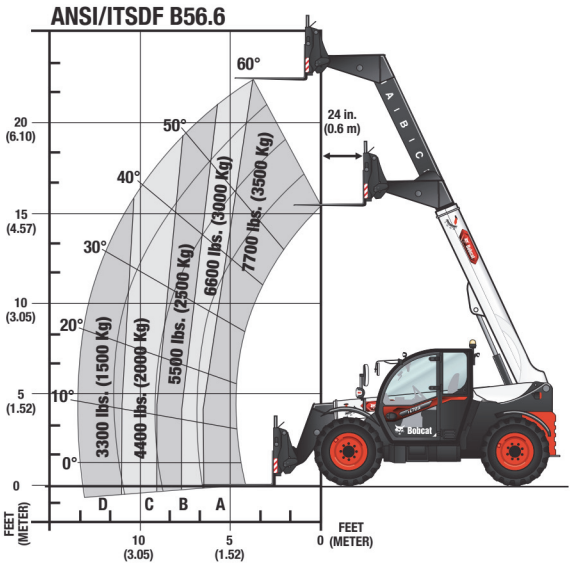

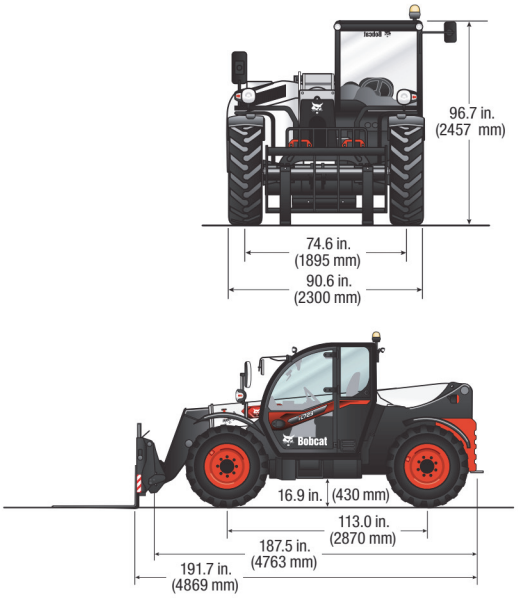

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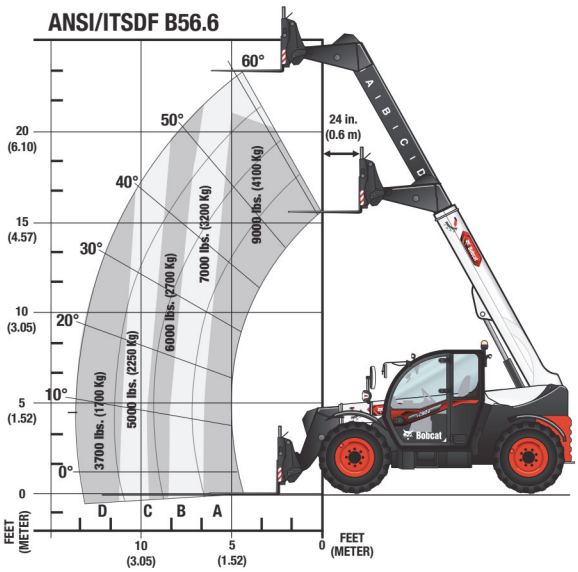

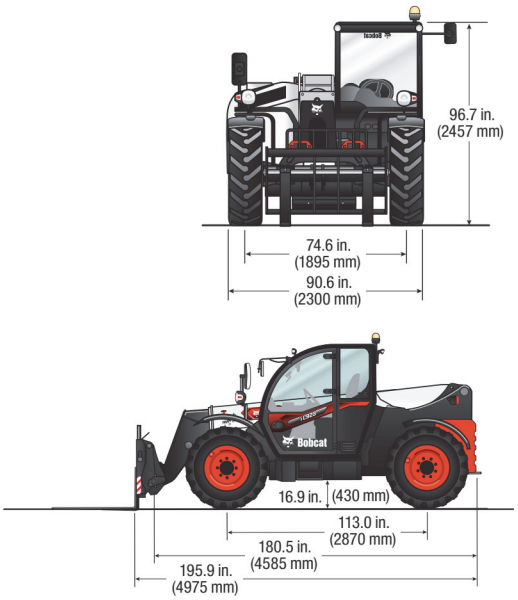

One Toug

BOBCAT TIMELINE

1958 — Compact Wheel Loaders

1960 — Skid-Steer Loaders

1970 — Bob-Tach® Mounting System

1986 — Compact Excavators

1999 — Compact Track Loaders

2001 — Mini Track Loaders

2003 — Toolcat™ Utility Work Machines

2006 — First Utility Vehicle with RapidLink

2008 — 50 Years

2009 — M-Series Compact Excavators & Loaders

One-Millionth Loader
2014

M2-Series Loaders
2016

R-Series Excavators
2017

Compact Tractors
2019

Large Excavators
2019

R-Series Loaders
2020

R2-Series Excavators
2020

Small Articulated Loaders
2020

Zero-Turn Mowers
2020

Compact Wheel Loaders
2021

YOU ARE ONE TOUGH ANIMAL.®

Everything we put into Bobcat equipment is designed to make more of whatever you bring to the job. Whether it's strength, versatility, speed or agility, it's built around you.

Certain specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual Bobcat equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors. Where applicable, dimensions are in accordance with ISO standards. Specifications and design are subject to change without notice. Pictures of Bobcat units may show other than standard equipment. All dimensions are given for Bobcat telehandlers with standard tires. All dimensions are shown in inches. Respective metric dimensions are enclosed by parentheses. Bobcat Company complies with the requirements of ISO 9001 as registered with BSI.

DOOSAN **Bobcat Company is a member of the Doosan Group.** Doosan is a global leader in construction, grounds maintenance and material handling equipment, power and water solutions, and engineering that has proudly served customers and communities for more than a century.
Bobcat®, the Bobcat logo and the colors of the Bobcat machine are registered trademarks of Bobcat Company in the United States and various other countries.
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Printed on 10% recycled paper

Bobcat Company
250 East Beaton Drive • West Fargo, ND 58078

Bobcat.com

Bobcat®
One Tough Animal.

B-1991 (05/22)
EP-5M-0522-83513-F

FORM E

CONTRACT ACCEPTANCE AND AWARD

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

Sourcewell Contract #: 040319-CEC

Proposer's full legal name: Clark Equipment Company dba Bobcat Company

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

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by: Jeremy Schwartz
C0FD2A139D06489...
SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by: Chad Coauette
7E42B8F817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-CEC

Vendor Authorized Signatures:

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

Vendor Name Clark Equipment Company dba Bobcat Company

Authorized Signatory's Title Director, Government Accounts

[redacted]
VENDOR AUTHORIZED SIGNATURE

Ronny L. Fuss
(NAME PRINTED OR TYPED)

Executed on May 30th, 2019

Sourcewell Contract # 040319-CEC

ASSET # 890		MASTER ASSET		DESCRIPTION	BOBCAT S-185 SKID STEER LOADER
CLASS	50 MACHINERY & EQU	FUND SOURCE			
SUBCL	283 MACHINERY & EQU	ACQUIS METH		MAINT CONT	N INSURED N
COMMODITY				VENDOR DESC	Vendor Name Mi CARRIER
DEPT	50160 WATER MECHANICA	ACQUIS DATE	06/19/2012	TYPE	P INSURED VAL 0.00
LOC CODE	0701 LAKE BLOOMINGTO	ACQUIS COST	37,515.00	EXPIRE DATE	EXPIRE DATE
LOC MEMO		ACRES	0.000	ANNUAL COST	0.00 POLICY CST 0.00
ROOM		QTY	1	MEMO	MEMO
STORAGE LOC		UNIT PRICE	37,515.00		
		PURCH MEMO			
STATUS	A ACTIVE				
CONDITION		SOY BOOK	32,304.58	DEPRECIATE	Y
CUSTODIAN	DEPARTMENT HEAD	CURRENT BOOK	0.00	DEPREC PRIN	37,515.00
TITLEHOLDER		EST SALVAGE	0.00	FIRST YR/PR	2013/03 LAST YR/PR 2019/02
		REPL COST	37,515.00	EST LIFE	6
TAG # 8309		LAST INVENT		PERIODS TAKEN	72
SERIAL # A3L945322		IMPROVE MEMO		ACCUM DEPREC	37,515.00
MANUFACTURER					
MODEL	S-185	RETIRE DATE			
MODEL YEAR		DISP CODE			
LICENSE #		DISP PRICE	0.00		
		SALE PRICE	0.00		

VEND #	PO #	DOCUMENT #	INVOICE #	INV DATE	INV AMT
					37,515.00

G/L Accounts

TYPE	DESC	ORG	OBJ	PROJ	PERCENT
1	ASSET	5010	16050		100.00
2	CONTRA	50100110	72999		100.00
5	DEPRECIATION EXPENSE	50100110	79060		100.00
6	ACCUMULATED DEPRECIATION	5010	16500		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT

CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the First Amendment of the Agreement with Andres Medical Billing, as requested by the Fire Department.

RECOMMENDED MOTION: The First Amendment to the Agreement be approved.

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

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

BACKGROUND: The initial Agreement between Andres Medical Billing (AMB) and the City provided that all credit card payments going through the City's credit card vendor would have no fees being charged to the Client. AMB asked if we would allow credit card payments to be processed through their credit card vendor. Initially, the City opposed the change as the City did not want client's to be charged a fee for using their credit card to pay the bill. AMB asked that if the fee would be offered to waive the fee if credit card payments could be processed through AMB's vendor. City Finance agreed so long as the City's initial agreement could be amended in writing. The proposed amendment adds a section to the Agreement to allow AMB's credit card vendor to process credit card payments with no fees charged to the City clients.

Allowing AMB to use their own vendor simplifies the billing process for both the City and AMB and will allow the City to receive funds quicker. The proposed amendment is in the best interest of the City, it will provide an overall more efficient and easy process for all parties involved.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: No financial impact will result.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Eric West, Fire Chief

ATTACHMENTS:
Fire 1B AMB Billing Agreement Amendment 1 - 102422

DocuSign Envelope ID: 5E86B93D-46ED-4F54-954F-B6AB5099204E

FIRST AMENDMENT TO AGREEMENT FOR MEDICAL BILLING WITH ANDRES MEDICAL BILLING, LTD. REGARDING WAIVER OF CREDIT CARD PROCESSING FEES

This first Amendment, made and entered into this 25th day of October, 2022, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and ANDRES MEDICAL BILLING, LTD., (hereinafter "AMB"), WITNESSETH that:

WHEREAS, a Billing Agreement ("Agreement") was previously executed between the CITY and AMB on or around September 26, 2022, for billing, processing, and collecting accounts receivable for medical transportation services; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to formally document AMB's verbal offer to waive credit card billing fees for CITY and CITY patients;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendment to Agreement. Section 8 shall be amended by adding a new Section 8(i) as follows:

i. Process payments for Client and its' patients using their merchant account at no additional charge to Client or Client's patient.

3. In all other respects the Billing Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Andres Medical Billing, Ltd. Billing Agreement in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

ANDRES MEDICAL BILLING, LTD.

By:____[redacted]_____
Its Representative

ATTEST:

By:_____
Its Secretary

CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a one-year Agreement for Crossing Guard Services with All City Management Services, Inc., in an amount not to exceed $128,000, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

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

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

BACKGROUND: The City of Bloomington entered into an initial contract with All City Management Services, Inc. (ACMS) for crossing guard services on September 26, 2016. ACMS has done an excellent job providing crossing guard services with no major complaints from citizens or the schools. Utilization of the crossing guard services significantly reduced the amount of administrative and sworn Police Department time spent managing these important services.

The services provided by ACMS help to ensure the safety of our children while crossing roads in school crossing zones and has decreased or eliminated the burden on the Police Department to perform these duties. The Police Department has been able to focus on monitoring school crossing zones, taking enforcement action when necessary, and officers are able to concentrate on other law enforcement duties.

The total cost for the year is estimated to be $128,000, which includes a $1.79/hour, or $8,050.00/year increase over last year's contract in an effort to continue to attract workers and a contingency amount to allow for additional hours should the need arise unexpectedly. ACMS pricing is based on 4,500 hours of service and includes all expenses for the provision of crossing guards, totaling $106,965 plus up to $10,000 for attendance bonuses. ACMS offers a $400 attendance bonus for each crossing guard with perfect attendance per semester and a $300 attendance bonus per semester for two (2) or less missed days. The cost that will be billed to the City includes an associated 22% overhead cost, the same overhead percentage as last year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funding for services provided by ACMS is included the Police-Other Professional & Technical Services account (10015110-70220). Stakeholders can locate this in the FY 2023 Budget Book titled “Budget Overview & General Fund” on page 226.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Ken Bays, Assistant Police Chief

ATTACHMENTS:
PD 1B CONTRACT ACMS Crossing Guard 2022.2023

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated October 25th, 2022 and is between the CITY OF BLOOMINGTON (hereinafter called the "City") and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement shall be for a term of 12 months, retroactive to July 1, 2022 and ending on June 30, 2023 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.

2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks confirm employment eligibility through and E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.

3. The City's representative in dealing with the Contractor shall be designated by City of Bloomington.

4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.

10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than $1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.

11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.

    a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.

    b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

    c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and the City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.

    d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined

aggregate of Contractor's general liability and umbrella insurance policies in the amount of $5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City and ACSD.

14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-three Dollars and Seventy-seven Cents **($23.77)** per hour, per Crossing Guard during the term.

Contractor shall bill a minimum of 2.5 hours per guard, per school day unless contractor fails to perform service. Should the need arise, City may request, and Contractor may provide services in excess of 2.5 hours per guard, per school day and in such instances each Crossing Guard shall be paid for actual hours worked and Contractor shall bill accordingly in increments of .25 hours above the 2.5 hour minimum per school day. Contractor shall offer an attendance bonus for each Crossing Guard of $400.00 per semester of perfect attendance. A $300.00 bonus per semester for two (2) or less missed days will also be offered. Contractor shall bill City for each bonus paid out included associated overhead costs of 22%.

It is understood and agreed that the cost for providing Four Thousand, Five Hundred (4,500) hours or service shall not exceed One Hundred Six Thousand, Nine Hundred and Sixty-five Dollars ($106,965.00) for the 2022/2023 school year.

15. Payment is due within forty-five (45) days of receipt of Contractor's properly prepared invoice.

16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.

17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

18 This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or

contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

City

City of Bloomington

By_____
Signature

_____
Print Name and Title

Date_____

CONTRACTOR

All City Management Services, Inc.

By [redacted]
D. Farwell, Corporate Secretary

Date 10/20/22

CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with Clesens Holdings LLC for the purchase of irrigation pump station equipment for use at The Den at Fox Creek Golf Course in the amount of $190,624 (Bid #2023-07 The Den at Fox Creek Golf Course Pump Station Equipment), as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

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

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

BACKGROUND: The Den at Fox Creek, designed by legendary golfer and course designer Arnold Palmer, is considered to be one of the finest courses in downstate Illinois. It currently receives a 4.5 star rating from the Golf Digest publication putting it in the top 5% of courses nationwide. It hosts many marquee events, most notably the Illinois High School State Finals on an annual basis in October. Additionally, more than half of the play at The Den comes from outside of our community making it a key contributor to our local economy as golfers travel in to play the course and stay at our hotels, eat at our restaurants, etc.

In order to provide customers at The Den with course conditions that match the expected image of the course, we need to provide quality turf from which to play on. The current irrigation pump station is original to the course and is 25 years old. The industry life expectancy for pump stations is between 15 to 18 years. We are currently encountering situations where parts needed for repair are either not readily available or not at all. If an integral part in the pump station was not available, the course would be put into a position of not being able to irrigate the course, which would be disastrous in the summer months. If a repair was not a viable option and we should have to replace the pump station, the lead time on a new system is approximately 16 weeks, which is not an acceptable length of time to be without irrigation at any point in the golf season.

The positives of a new irrigation pump station include immediate water savings and energy savings of up to 25% due to increased efficiencies in the newer vertical frequency drive (VFD) pumps. VFD Technology has proven to be the most efficient in reducing energy costs and minimizing system wear. Advanced controls with Rain Bird's Smart Pump system will also save staff time and money by allowing increased communication, from a variety of devices, with the system. Consistent water application through the irrigation system will lead to better turf for our customers to play from as well.

Rain Bird is the largest irrigation manufacturer in the world with their pump stations considered to be the finest in the industry. With Rain Bird controllers and irrigation heads already in place on the course, the new pump station will provide maximum efficiency in its' communication to the entire course. Clesens, based out of Lincolnshire, Illinois, is the servicing dealer for Rainbird. Clesens has extensive experience managing irrigation services at golf courses across the Midwest. They also employ certified golf course superintendents with broad, hands-on experiences managing on-course irrigation systems and pump stations to ensure their services match customer expectations.

Bid #2023-07 The Den at Fox Creek Golf Course Pump Station was released on 8/15/2022. Two firms attended the site visit. Numerous firms downloaded the solicitation but only one, non-local firm, Clesens submitted a bid proposal which staff reviewed and found to be responsive and responsible.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase of an irrigation pump station from Clesens Holdings LLC (Rain Bird) at The Den at Fox Creek Golf Course in the amount of $190,624 (Bid #2023-07 The Den at Fox Creek Golf Course Pump Station Equipment). This is included in the FY 2023 Budget for $195,000 under The Den at Fox Creek-Buildings account (56406420-72520). Stakeholders can locate this in the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on pages 181, 226, 346, 347 and 348.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Jason Wingate, Superintendent of Golf

ATTACHMENTS:
P&R 2B Rain Bird Pump Station Bid Evaluation Tabulation
P&R 2C Rain Bird Pump Station Specifications
P&R 2D Procurement Documents Bid #2023-07 The Den at Fox Creek Golf Course Pump Station Equipment
P&R 2E - Clesen Golf Equipment Purchases City Agreement

City of Bloomington
Legal
Jeff Jurgens, Corporate Council
115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION

ITB No. Bid #2023-07

The Den at Fox Creek Golf Course Pump Station Equipment

RESPONSE DEADLINE: August 31, 2022 at 1:00 pm
Report Generated: Tuesday, October 18, 2022

SELECTED VENDOR TOTALS

Vendor	Total
Clesens	$190,624.00

THE DEN AT FOX CREEK GOLF COURSE PUMPING STATION EQUIPMENT

Bidder agrees to hold all pricing for ninety (90) days from the bid due date not including the day of the bid opening.

Vendor	Total
Clesens	$190,624.00

Rain Bird Corporation
Office: (520) 806-5620
FAX: (520) 741-6191
Email: pumps@rainbird.com

PUMP STATION QUOTE

Quote #: GVT053122 701D

Project Information

Job Name:	**The Den at Fox Creek GC**	Date:	**8/23/2022**
Job Country:	**USA**	Distributor Name:	**Clesens**
Job State/Province:	**IL**	Distributor Contact:	**Dustin Peterson**
Job City:	**Bloomington**	Dist. Contact Email:	dpeterson@clesens.com
Rain Bird Rep.:	**Greg Rounds**	Dist. Contact Phone:	**309-314-1937**

Station Details

Pump Platform:	**T3L060Y1N00078SFX8**	Power Requirement:	**460/3/60**
Station Type:	**Vertical Turbine In Wet Well**	Max Flow Rate (GPM)	**1725**
Low water level from slab:	**Verify**	Discharge Pressure (PSI)	**135**
Water Source:	**Irrigation Pond**	Main Disconnect Switch:	**400**
Water Quality:	**Average**	Full Load Amps:	**254**

Site Conditions

Wet well diameter (area):	**6'**	Site Elevation:	**797'**
Low water level:	**NA (Verify)**	Intake Flume Dia:	**TBD**
Pump set:	**17'**	Discharge Pipe Dia.:	**12"**
Wet Well Depth:	**18'**	Slab Dimensions:	**TBD**

Pump Station Pricing

Base Price:	**$190,624**	The GRAND TOTAL includes the base pump station price, the total price of all selected options, one day of Authorized Service Provider start-up and training assistance, freight to the job site.
Option Pricing:	**$0**	
Freight:	**Included**	
ASP Startup/Set Assistance :	**Included**	
GRAND TOTAL:	**$190,624**	

Prices valid for thirty (30) days from the date of this proposal.

Lead Time to Shipment

14-16 WEEKS	From receipt of all documents below: Purchase Order Signed Quote Signed Approval Drawing	Pump Stations are included in Rain Bird's Pump Station Professional Customer Satisfaction Policy.

All reasonable efforts will be made to meet the requested shipment date after the receipt of a signed contract however, Rain Bird Corporation will not be liable for delays in shipment or delivery.

Pump Station Details

Main Pumps

Quantity	*Type*		*Description*
3	**60**	HP MOTOR	**Premium Efficiency** vertical main motors: Weather Protected Type I (WP1), Inverter ready insulation, precision balanced, high thrust bearing, non-reversing ratchets, motor space heaters, 4-Pole/1800RPM, 1.15 SF. 3-year manufacturer's and Rain Bird warranty
3	**Goulds 9RCHC**	PUMP	Vertical turbine main pumps: Low vibration, corrosion resistant, high efficiency ductile iron discharge heads with 416SS line shafts, threaded steel column pipe, high pressure packing seals, 316SS/NAB impellers, and galvanized steel basket strainers.

Pressure Maintenance Pump

Quantity	*Type*		*Description*
1	**7.5**	HP MOTOR	Submersible pressure maintenance motor 2-Pole/3600RPM, 1.15SF, operating in accordance with NEMA MG-1 and MG-2
1		PUMP	Vertical submersible pressure maintenance pump with stainless steel construction of vital pump components

All main pump motors are VFD or full voltage started. Main motors will auto alternate on start up to equalize run time.

PM pump to be fully voltage started.

System Details

This quote is for a UL Listed prepackaged variable speed vertical turbine pumping station built with custom fabricated steel piping, valves, industrial control panel, and supporting structural steel skid. The manifolds, pipes, and structural skid are to be powder coated green for maximum corrosion and impact protection. The controls shall be mounted inside a UL Listed and NEMA rated industrial control cabinet.

Mechanical System

Description

- Variable Frequency Drive [VFD]
- Programmable Logic Controller [PLC]
- 8.4 in. color touchscreen with ethernet communication capability
- Circuit breaker motor protection
- Dual mechanically and electrically interlocked contactors for main pump motors
- NEMA 4 electrical enclosure with interior panel light
- Heat Exchanger for closed loop cooling of the electrical enclosure
- Pressure relief valve with butterfly isolation valve
- ANSI lugged station discharge isolation valve
- Individual pump silent check valves and isolation valves
- Flow meter spool with paddle wheel flow meter, fertigation run relay, and optical isolator
- Stainless Steel Pressure Transducer
- Low water level safety float switch to protect against loss of prime
- Individual pump air release valve
- Hose bib connection for wash down
- Integral wet well service hatch
- Liquid filled discharge pressure gauge
- All decks, manifolds, internal and external piping - steel grit blasted to white metal condition and polyester powder coated for maximum corrosion protection. Skid also treated with fusion bonded zinc epoxy primer

Control System

Description

- Automatic alternation of main motors to equalize run time
- Automatic pressure ramp-up capability
- Electrical overload shutdown safety
- VFD fault shutdown
- Automatic system diagnostic utility
- Automatic low water level shutdown safety
- Individual pump lighted HOA switches
- High pressure and low pressure discharge safeties
- Main power line phase monitoring
- Single phase and three phase surge protection safeties
- Pump Manager 2 remote control and monitoring software compatible with Smart Pump™ (Requires Ethernet modems for communication).

Pump Station Options

Mechanical Options

Quantity / Type	Cost	Options
1	Included	6" Magnetic flow meter upgrade
1	Included	8"FL x 12"FL Zee Pipe (includes (2) 1/2 in. FNPT ports and 2 in. blow port): dimensional requirements must be provided

Control Options

Quantity / Type	Cost	Options
Separate Quote	$999	Rain bird MCA remote monitoring package with 1 year of cell service (suitable in locations with average cell coverage)
Separate Quote	$2,398	Rain bird MCA remote monitoring package with 3 years of cell service (suitable in locations with average cell coverage)
Separate Quote	$3,498	Rain bird MCA remote monitoring package with 5 years of cell service (suitable in locations with average cell coverage)

Filtration Options

Quantity / Type	Cost	Options
1	Included	10" auto-flush wye strainer with 1/8 in. perforated screen

Pump Station Professional Customer Satisfaction Policy and Telephone Technical Support Plans

Quantity / Type	Cost	Options
3 Years	Included	Rain Bird guarantees that its pump station will be free of manufacturer defects for three years from the date of start-up but not beyond forty months from the date of purchase by the original customer with a copy of the seller's invoice required for coverage under this Policy. Labor costs associated with repair or replacement of parts will be covered for no more than one year from date of start-up. Refer to the Rain Bird Pump Station Professional Customer Satisfaction Policy Terms and Conditions for details.

Electrical Power Notice

Confirm electrical service (Voltage, Phase, and FLA) on your site matches what is specified in this quote. Electrical changes after an order is placed are expensive and can delay a project. An engineering service charge of $750 will be assessed to provide technical support. In addition, the customer will be responsible for all parts, labor, and travel to change electrical power required on a station.

Shipment, Delivery, and Set-Up

- All reasonable efforts will be made to meet the requested shipment date after the receipt of a signed contract however, Rain Bird Corporation will not be liable for delays in shipment and delivery.
- **Freight is included in this quote**
- Customer will be responsible for having job site readily accessible for station delivery via flat bed truck.
- Customer will provide the equipment and personnel required to unload and/or set the pump station.
- **Station Set-up assistance charges are included in this quote**
- Customer will be responsible for electrical permit if required.
- Customer will be responsible for primary electrical hookup to pump station.
- Customer will be responsible for making all piping connections.
- Customer will be responsible for building modifications (roof removal & installation) if required.
- Customer will be responsible for wet well, slab and concrete work.
- **To maintain the Pump Station Professional Customer Satisfaction Policy, set-up must be performed by a Rain Bird Authorized Service Provider**

Start-Up

- **Start-up charges include one day on site.** Start-up assistance includes one man-day (8 hours) from the nearest Rain Bird Authorized Service Provider to start the pump station and verify proper functionality.
- Any additional support (including excessive travel) shall be remunerated by customer.
- Purchaser will notify Rain Bird 21 days in advance of the desired start-up date.
- Purchaser will be billed an additional $950.00 if the startup date is changed with less than two days advance notice.

Payment Terms and Banking Notes

- Due net 10th prox., past due thereafter.
- Interest of 10% per annum is charged on overdue accounts and interest charges will be enforced.
- In the event the customer cannot take delivery on the requested date, delivery shall be deemed completed at the pump station manufacturing facility for the purpose of payment and eighty (80) percent of the contract price will be due immediately, not to exceed ten (10) days. In addition, the customer will be responsible for additional storage and handling charges incurred with a minimum charge of $750 to be added to the invoice.
- All purchase orders are subject to acceptance at the factory in Tucson, Arizona. Receipt of production deposit, verification of acceptable credit and confirmation of order are required before production. On orders of $100,000 or less, a 25% production deposit is required to initiate the order with a balance due net 10 days from date of final invoice. On order greater than $100,000, a 50% production deposit is required and balance is due net 10 days from date of final invoice.

Other Information

- Prices valid for thirty (30) days from the date of this proposal.
- State and local sales taxes are not included in these prices.
- Seller retains a security interest in the above mentioned equipment as provided by the UNIFORM COMMERCIAL CODE, until payment is received in full.
- All claims for shortages or incorrect deliveries must be submitted in writing to Rain Bird Customer Service within 15 days after receipt of goods.
- Pump Stations are considered a Special Order product. A completed Pump Station unit may not be returned to Rain Bird for credit. Order cancellations are subject to fees of up to 100% of the total pump station order price depending on the time of cancellation.
- Rain Bird's warranty does not cover damage caused by or resulting from misapplication, abuse or failure to conduct routine maintenance or winterization. Damage caused by freezing temperatures below 32°F will not be covered under warranty regardless of whether or not an environmental package or heater is installed.
- This pump station is custom designed to operate within the stated minimum and maximum flow rates. Operating this pump station outside of the stated design parameters violates any warranty stated or implied. Rain Bird only guarantees performance within design specification as listed on this quote only.
- This pump station is designed with standard construction materials, and is intended for fresh water pumping only. Using this pump station to pump aggressive/corrosive liquids, salty water, reverse osmosis water, deionized water, etc. voids any stated or implied warranty as well as Rain Bird's Pump Station Professional Customer Satisfaction Policy.
- During the duration of the Pump Station Professional Customer Satisfaction Policy, customer may be billed for on-site service or spare parts required to repair system or component failures resulting from lightning strikes, electrical surge, operator error, inadequate maintenance or other site anomalies.
- This Rain Bird Pump Station Quotation document is complete, and the pumping station will be manufactured as described in this quote only. No additional equipment or services will be provided that are not specifically listed in this quote. Manufacturing methods, materials, and processes are per Rain Bird’s Pump Station Specification document, and is the only governing design specification, unless where otherwise listed in this quote. Please reference Rain Bird’s Pump Station Specification for all design, manufacturing, and engineering clarifications to this quote
- Rain Bird's Pump Station Professional Customer Satisfaction Policy is available upon request.

Acceptance

I/We hereby agree that in the event of default in the payment of any amount due, and if this account is placed in the hands of an attorney or agency for collection or legal action, to pay an additional charge equal to the costs of collection including agency, private process servers fees and reasonable attorney's fees, court costs incurred and any other costs of collection permitted by the laws governing these transactions. A charge up to 1.5% per month (or maximum allowable under law) which is ANNUAL PERCENTAGE RATE OF 18% will be added to any balance due after thirty (30) days from the date of invoice. All payments and/or credits are applied to the outstanding balance before computing a finance charge.

Quote Summary

Job Name:	**The Den at Fox Creek GC**
Quote Number:	**GVT053122701D**
Total Price:	**$190,624**
Lead Time:	**14-16 WEEKS**

Accepted By

Company Name: _____

Signed By: _____

Print Name: _____

Date: _____

End User Name: _____

Address and contact info: _____

INVITATION TO BID

Bid #2023-07

THE DEN AT FOX CREEK GOLF COURSE PUMP STATION EQUIPMENT

City of Bloomington

115 East Washington Street, Suite 403

Bloomington, IL 61701

RELEASE DATE: August 15, 2022

DEADLINE FOR QUESTIONS: August 25, 2022

RESPONSE DEADLINE: August 31, 2022, 1:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityblm

City of Bloomington

INVITATION TO BID

The Den at Fox Creek Golf Course Pump Station Equipment

I. Legal Notice .....
II. Introduction .....
III. Instruction to Bidders/Consultants .....
IV. Scope of Work .....
V. Pricing Proposal .....
VI. Insurance Requirements .....
VII. Terms and Conditions .....
VIII. Vendor Questionnaire .....

Attachments:

A - The Den at Fox Creek Golf Course Pump Station Equipment Specifications

1. LEGAL NOTICE

1.1. Invitation to Bid - City of Bloomington, Illinois

Sealed bids will be received via the City's e-Procurement Portal, Procurenow (https://secure.procurenow.com/portal/cityblm), until Wednesday, August 31, 2022 at 1:00 pm Central time, at which time they will be publicly opened and read for the following:

Bid #2023-07

The Den at Fox Creek Golf Course Pump Station Equipment

A mandatory pre-bid meeting/site visit will be held on Friday, August 19, 2022 at 10:00 am central time, at:
The Den at Fox Creek Golf Course - Clubhouse 3002 Fox Creek Rd, Bloomington, IL 61701

Attending the pre-bid meeting/site visit is a requirement to submit a response to this solicitation. This is the only time scheduled for a site visit.

Bid documents are to be obtained from the City's e-Procurement Portal. Bidders/Consultants shall create a FREE account with ProcureNow by signing up at https://secure.procurenow.com/signup. Once account registration has been completed, browse back to https://secure.procurenow.com/portal/cityblm, click on "Submit Response", and follow the instructions to submit the electronic bid. Only Bidders/Consultants following the project, with an active account, are eligible for the contract award.

We encourage bidders and the public to participate remotely by watching/listening to the bid opening remotely via the City's livestream: www.cityblm.org/bidopening.

The City of Bloomington reserves the right to reject any and all bids and to waive technicalities.

Bid must be accompanied by a Bid guaranty which shall not be less than ten percent (10%) of the amount of the Bid. Bid guaranty may be a cashier's check, money order, certified bank check, or a surety bond. All guaranties, except surety bonds, will be deposited and reimbursement checks and surety bonds will be issued to unsuccessful bidders following the bid award. The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award.

The City of Bloomington requires all Bidders/Consultants 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.

Carla Murillo, Procurement Manager

Monday, August 15, 2022, Bloomington, Illinois

2. INTRODUCTION

2.1. Summary

The City of Bloomington, Illinois ("City") is accepting sealed bids for Bid #2023-07, The Den at Fox Creek Golf Course Pump Station Equipment to be submitted via the City's e-Procurement Portal, ProcureNow until Wednesday, August 31, 2022, 1:00 pm CST.

2.2. Background

The City of Bloomington, incorporated in 1856, is a home rule unit of government under the 1970 Illinois Constitution. The City of Bloomington is located in the heart of Central Illinois, approximately 125 miles southwest of Chicago, 155 miles northeast of St. Louis and 64 miles northeast of Springfield, the State Capital. The City of Bloomington is the County Seat of McLean County, the largest county in Illinois (approximately 762,240 acres). The results of the 2010 Census shows the City now has a population of 76,610 citizens. The economic strength of the City of Bloomington metropolitan area is well diversified with no single dominating industry.

2.3. Contact Information

Carla Murillo
Procurement Manager
109 E Olive Street
Bloomington, IL 61701
Email: cmurillo@cityblm.org
Phone: (309) 434-2277

Department:
Parks, Recreation & Cultural Arts

2.4. Timeline

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of this statement process.

Bid Released	August 15, 2022
Pre-Bid Meeting/Site Visit (Mandatory)	August 19, 2022, 10:00am The Den at Fox Creek Golf Course - Clubhouse 3002 Fox Creek Rd, Bloomington, IL 61701
Questions Due to City	August 25, 2022, 2:00pm
Response from City	August 29, 2022, 12:00pm

Bids Due	August 31, 2022, 1:00pm
Bid Opening	August 31, 2022, 1:00pm We encourage bidders and the public to participate remotely by watching/listening to the bid opening remotely via the City's livestream: www.cityblm.org/bidopening.

3. INSTRUCTION TO BIDDERS/CONSULTANTS

3.1. Bid Submission

Bidders/Consultants are required to submit sealed bids via the City's e-Procurement Portal, until Wednesday, August 31, 2022, 1:00 pm CST.

3.2. Definition

"City" shall mean the City of Bloomington, Illinois.

3.3. Pre-Bid Meeting

A mandatory pre-bid meeting will be held on Friday, August 19, 2022, commencing promptly at 10:00 am, and will be held:

The Den at Fox Creek Golf Course - Clubhouse 3002 Fox Creek Rd, Bloomington, IL 61701

A site visit will be held immediately following the pre-bid meeting.

This pre-bid meeting is denoted as “mandatory”, prospective bidders/consultants must be present in order to submit a bid response.

3.4. Questions

All questions related to this Invitation to bid (ITB) shall be submitted in writing through the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Thursday, August 25, 2022 by 2:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to bidders/consultants following this solicitation on the City's e-Procurement Portal.

3.5. Addenda

Any addenda shall be posted on the City's e-Procurement Portal. Addenda notifications will be emailed to all persons on record as following this ITB. Failure of any bidder/consultant to receive any such addenda or interpretation shall not relieve such bidder/consultant from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

3.6. Withdrawal of Bid

Bids may be withdrawn through the City's e-Procurement Portal, the responding firm may “unsubmit” their bid in ProcureNow. After withdrawing a previously submitted bid, the responding firm may submit another bid at any time up to the deadline for submitting bids prior to the bid opening. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids following the bid opening, or to cancel awards or contracts based on bid mistakes, will be submitted in writing and will be supported by a written determination made by the Procurement Manager.

3.7. Rejection of Bids

The City of Bloomington reserves the right to reject any and all bids and to waive technicalities and to accept that bid which is to be considered to be in the best interest of the City. Any such decision shall be considered final.

3.8. Bid Opening

Telephone/Fax/Verbal Offers Will Not Be Accepted.

Bids shall be publicly opened and read at the time and date set. It is the responsibility of the Bidders/Consultants/Contractors to see that the bid is submitted in the City's e-Procurement Portal, by the specified time and date. Bids received after the time and date will not be accepted.

4. SCOPE OF WORK

4.1. The Den at Fox Creek Golf Course Pump Station Equipment

Please see the attached background and specifications for this project. Please note that the site visit is mandatory. If you do not attend the site visit, your bid submission will be considered non-responsive.

Bid #2023-07 - The Den at Fox Creek Golf Course Pump Station Equipment Bid Specifications

BACKGROUND

The City of Bloomington is seeking bids for complete one "packaged" pumping station suitable for direct replacement of the existing irrigation pumping station at the City of Bloomington's Den at Fox Creek Golf Course as specified herein.

GENERAL TERMS:

All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. The omission or inclusion of any components in the detailed specifications below shall not be relieve the bidder of supplying all components, equipment, and parts that are standard for the truck model bid, or that are required to properly perform the function.

MANUALS:

The successful bidder shall provide two complete O&M Manuals. Each manual shall be assembled in tabulated format (individual sections for each substantial component of the system) and shall include:

A. A complete bill of materials with part numbers.
B. A complete set of approved "as-built" drawings.
C. A listing of critical instrument/device parameter settings, which shall be verified at the time of startup.
D. Installation discs for any software required/installed as part of the pumping system.
E. Program configuration files (on disc) required/installed as part of the pumping system.

PRODUCT/CATALOG INFORMATION:

Manufacturer Print Out. The Contractor must provide a Manufacturer's print-out with each item bid. The Manufacturer's print-out must indicate an order code for the Manufacturer's model. If model/catalog numbers shown in this bid are incorrect or obsolete, it is the responsibility of the vendor to update or advise the City of this. The model- catalog number you show on your bid is the one the City will expect to receive.

TECHNICAL SPECIFICATIONS

General: The successful bidder shall supply a complete "packaged" pumping station suitable for direct replacement of the existing irrigation pumping station at the City of Bloomington's Den at Fox Creek Golf Course.

The Successful Bidder shall provide a detailed bid response to include shop drawings of the proposed pump system with a complete written description of the system and its capabilities. The bid response shall also include a field drawing showing the proposed layout and location of all controls, water connections, etc. The pump system, as proposed, shall fit the current footprint of the existing pump station building and wet well, without any requirement for alterations to the wet well, and shall meet all state and local requirements, and be engineered for maximum efficiency. Bidder is responsible for accuracy of all drawings and subsequent and timely actions to rectify should inaccuracies occur.

Submittals: The successful bidder shall provide submittal drawings for review and approval by the City of Bloomington prior to releasing the order for production. The submittal drawings shall include notes or details showing connections to existing peripheral systems.

Equipment Delivery: The successful bidder shall guarantee delivery of the pumping system to the City of Bloomington no later than 30 weeks from the time that the order is executed and between the hours of 7:00AM and 2:00PM, Monday thru Friday, excluding holidays. The shipper shall contact the City of Bloomington to provide notice of delivery at least 48 hours prior to the delivery and to confirm the delivery location. The City of Bloomington will provide any rigging and storage required to accept the delivery. Any costs associated with the delivery shall be included in the bid response; delivery shall be F.O.B. destination.

Complete System: The pumping station shall include all appurtenances or accessories necessary for a complete and functional installation. Any materials required for reconciliation of connections to existing peripheral systems, such as station discharge piping and the electrical service, will be the responsibility of the City of Bloomington, however, the design of the pump station shall be coordinated to reasonably accommodate those connections. Installation of the pumping station is not included in the scope of this solicitation; installation will be performed by City of Bloomington staff. The winning bidder shall retain the services of a qualified individual to be on site on the day of installation for assistance.

The pump system piping, valves, headers, pumps, control panel, framework, etc. shall have a finish coating of a common color that will provide long-term corrosion protection. The pump system shall include an integral hatch for access to the wet well, a hose bib, an air displacement system, a pressure relief valve with isolation valve, a system discharge isolation valve, a stainless steel

submersible wet well level transducer, a discharge pressure transmitter with a liquid filled discharge pressure indicating gauge with isolation valve, and a discharge flow meter. The pumping system equipment/components shall be current with full manufacturer support; obsolete or unsupported items will not be accepted.

Pumps/Motors: The Pump Station shall be rated for 40 (minimum) – 1725 (maximum) gallons per minute (GPM) and be capable of sustaining a discharge pressure of 135PSI throughout the range of rated flow as required by the irrigation system demand. The Pump Station shall include three main vertical turbine open line shaft pumps to service flow conditions during normal irrigation operation and one smaller pump to service maintenance flows. Each pump shall be bronze fitted and have stainless steel shafting, threaded column pipe and galvanized suction strainer. Each pump shall have its own silent check valve and isolation valve. The pump motors shall be of the vertical hollow shaft type and have a premium efficiency rating suitable for use with AC inverters (VFD's). The motors shall be rated at 480 vac/3 phase/60 HZ. A pressure maintenance pump capable of 75 gallons per minute at 120 psi should be included.

Control Panel: The control panel shall include, but not limited to, the following items:

A. Color touch screen operator interface.
B. Surge suppression.
C. Individual pump "hand-off-auto" (HOA) switches
D. Ventilation/cooling system rated to maintain an acceptable environment for each component within the enclosure.
E. Circuit breakers to be used in lieu of fuses.

General: Shall include, but not be limited to, the following items:

A. Auto and manual pump alternation sequence to maintain even run time.
B. Pump auto and manual mode of operation.
C. Pump overload and failure alarms, shutdown, and auto restart.
D. Low and high discharge pressure alarms, shutdown, and auto restart.
E. Low wet well level alarm, shutdown, and restart.
F. Automatic pressure ramp-up and control.
G. Auto and manual mode for each pump.
H. Pump Run Time.
I. Flow totalization.
J. Real-time values for pressure, level, and flow.
K. Historical trends for pressure, level, and flow.
L. Set points for pressure, level, and flow alarms.

M. A minimum of schedule 40 corrosion resistant replaceable spool, 12” - 18” long matching same diameter. Must have one ½” NPT port drilled and tapped for the injection port on top of pipe and one ½” NPT port drilled on the side. (For irrigation injection equipment).
N. An auto flushing Y strainer on the discharge pipe

Although remote control and monitoring are not required for this project, it is recommended and preferred that the system be compatible with and capable of real-time communication with the existing Rain Bird central control system for a fully integrated irrigation control system in the event The City of Bloomington wants to make this improvement in the future.

Startup Support: The successful bidder shall provide a minimum of one day of on-site startup and support when the installation is substantially completed. This support shall include any proprietary software configuration, functional testing, verification of instrument calibration, etc., and is additionally intended to verify that the completed installation is consistent with any factory installation requirements that could potentially void warranty. The on-site startup and support shall additionally include operator training for City of Bloomington staff. Our expected start-up date is early spring 2023. Exact date to be determined by the City of Bloomington staff.

Warranty: The successful bidder shall honor a warranty period of no less than two years from the date of successful startup. The successful bidder shall, at the start of the warranty period, provide a warranty statement to the City of Bloomington, which shall include the dates defining the warranty period and any omissions of coverage. The warranty shall cover the complete pumping system as well as any individual components from factory defects, substandard workmanship, or any premature failures not caused by abuse, neglect, or misapplication by the City of Bloomington. Any such defects or failures shall be replaced immediately at no cost to the City of Bloomington.

5. PRICING PROPOSAL

THE DEN AT FOX CREEK GOLF COURSE PUMPING STATION EQUIPMENT

Bidder agrees to hold all pricing for ninety (90) days from the bid due date not including the day of the bid opening.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Complete "packaged" pumping station suitable for direct replacement of the existing irrigation pumping station at the City of Bloomington's Den at Fox Creek Golf Course that meets all the specifications in this bid packet.	1	LS		
TOTAL					

6. INSURANCE REQUIREMENTS

6.1. Insurance - ($10,000 - $249,999.99)

Prior to the commencement of work governed by any contract between the CITY and any Third Party, the Third Party shall provide the CITY satisfactory evidence of insurance coverage via a valid Certificate of Insurance showing coverage provided by a carrier who has no less than an A- VIII rating with AM Best's Rating. The Certificate must list the CITY, its employees, and officials as additional named insured's. The Certificate must also list coverage as primary and non-contributory, include a waiver of subrogation, and include a thirty (30) days cancellation notice.

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

A. General Liability – $2,000,000 per occurrence/$4,000,000 aggregate Bodily Injury and Property Damage

B. Products & Completed – $2,000,000

C. Worker's Compensation – $1,000,000 Each Accident/$1,000,000 Disease-Each Employee/$1,000,000 Disease-Policy Limit

D. Automobile Liability – $2,000,000 with $5,000 medical payments

E. Umbrella/Excess Liability – $5,000,000

7. TERMS AND CONDITIONS

7.1. Ex Parte Communication

Please note that to insure the proper and fair evaluation of a proposal or bid, the City of Bloomington prohibits ex parte communication (i.e., unsolicited) initiated by the Bidder to a City Official (i.e. City Aldermen, Mayor, etc.) or Employee evaluating or considering the proposal/bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone calls, email and personal visit. Communication between Bidder and the City shall be directed in writing to the Procurement Manager or designated contact person only. The Procurement Manager will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the proposal/bid and repeat offenders may be disqualified from future projects.

7.2. No Bid

Bidders/Consultants who are not able to submit a bid for this service, but wish to receive bid tabulation should "Follow" the project to receive automated notifications pertaining to this solicitation.

7.3. Delivery

F.O.B. Bloomington, IL FREIGHT PREPAID.
Delivery will be considered in making the award and the Bidders/Consultants shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the City Procurement Manager may be considered a breach of faith.

7.4. Full Pricing and Contingencies

Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City. The City shall hold the successful Bidder/Consultant to the bid pricing. Additional charges for contingencies discovered by the Bidder/Consultant at any time after the date of the opening of this bid may not be considered for payment by the City.

7.5. Payment Terms

If payment terms are not indicated, terms of NET 45 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

7.6. Bid Evaluation

Bids will be evaluated and awarded to the lowest responsible, responsive Bidder. The quality of the services, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references will be taken into consideration in making an award. The City will be the sole judge of acceptability of any products offered.

7.7. Quality

The scope of work or specification is intended to procure a quality product or service. Quality must be proven to the satisfaction of the City to meet or exceed requirements as set forth in the scope of work. Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The City will be the sole judge of acceptable products/services. Unacceptable products/services will be rejected and suitable price adjustments be made.

It is the bidder's task to be familiar with the referenced items and to offer only products/services of equal or greater quality. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, may be returned at the Bidder's risk and expense.

7.8. Recourse for Unsatisfactory Materials

Payment shall be contingent upon the City's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the City's satisfaction by the successful bidder/consultant at no additional charge.

7.9. Investigation

Consultants must acquaint themselves with the policies of the City and may do so by contacting the Procurement Manager. All questions as to the meaning of the scope of work must be resolved prior to the bid submission deadline. It is the Consultant's responsibility to check with City Clerk prior to submitting their bid to ensure that they have received all Addenda issued.

7.10. Proof of License, Permit, Etc.

Consultants must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., as stated in the scope of work/specifications section. It is the Consultant's responsibility to inquire about requirements of performing the job with the requesting department contact person.

7.11. Bid Form

The entire package shall be electronically returned complete and intact with all information requested and all questions answered. Failure to do so may be considered grounds for rejection of the bid. The amount of the bid shall be stated in the pricing table within ProcureNow.

7.12. Specifications

The Specification may, in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all Bidders/Consultants whose items, in the opinion of the City, meets or exceeds performance in these areas.

7.13. Equals or Substitutes

Or Equal

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been

based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer / Project Manager authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

If Engineer / Project Manager in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer / Project Manager shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

In the exercise of reasonable judgment Engineer / Project Manager determines that:

1. It is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2. It will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3. It has a proven record of performance and availability of responsive service; and

4. It is not objectionable to Owner.

Contractor certifies that, if approved and incorporated into the Work:

1. There will be no increase in cost to the Owner or increase in Contract Times;

2. It will conform substantially to the detailed requirements of the item named in the Contract Documents.

Contractor’s Expense: Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.

Engineer / Project Manager’s Evaluation and Determination: Engineer / Project Manager will be allowed a reasonable time to evaluate each “or-equal” request. Engineer / Project Manager may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer / Project Manager will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer / Project Manager’s review is complete and Engineer / Project Manager determines that the proposed item is an “or-equal”, which will be evidenced by an approved Shop Drawing or other written communication. Engineer / Project Manager will advise Contractor in writing of any negative determination.

Substitutes

Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer / Project Manager authorize the use of other items of

material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

Contractor shall submit sufficient information as provided below to allow Engineer / Project Manager to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer / Project Manager will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

The requirements for review by Engineer / Project Manager will be as set forth below, as supplemented by the Specifications, and as Engineer / Project Manager may decide is appropriate under the circumstances.

Contractor shall make written application to Engineer / Project Manager for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1. perform adequately the functions and achieve the results called for by the general design,

2. be similar in substance to that specified, and

3. be suited to the same use as that specified.

b. will state:

1. the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2. whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3. whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1. all variations of the proposed substitute item from that specified, and

2. available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

Engineer / Project Manager's Evaluation and Determination: Engineer / Project Manager will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer / Project Manager may require Contractor to furnish additional data about the proposed substitute item. Engineer / Project Manager will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer / Project Manager's review is complete and Engineer / Project Manager determines that the proposed item is an acceptable

substitute. Engineer / Project Manager's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer / Project Manager will advise Contractor in writing of any negative determination.

Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Contractor's Expense: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

7.14. Brand Name, Model, Scope of Work

All Bidders/Consultants shall include with their bid brand names, models, catalog numbers, and complete information about the items they are offering. Safety Data Sheets, SDS, are required for all chemical Bids. Failure to do so may be considered grounds for rejection of the bid.

7.15. Default By Bidders/Consultants/Contractor

In the event of default by Bidder/Consultants/Contractor, the City reserves the right to procure the services from other sources, and hold the Bidders/Consultants liable for any excess costs occasioned thereby. Additionally, a contract shall not be assignable by the Bidders/Consultants in whole or in part without the written consent of the City of Bloomington.

7.16. Bid Bond

Bids in excess of $10,000 must be accompanied by a Bid guaranty which shall not be less than ten percent (10%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a cashier's check, mon-ey order, certified bank check or a surety bond. All guaranties, except surety bonds, will be deposited and reimbursement checks and surety bonds will be issued to unsuccessful bidders following the bid award. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered complete unless it is accompanied by the required guaranty of a cashier's check, money order, certified bank check made payable to the City of Bloomington; or a surety bond. The Bid guaranty shall insure the execution of the Agreement and the fur-nishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if represent-ing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted ac-cordingly; otherwise the Bid will not be considered.

7.17. Cancellation

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The City will provide a written notice of unsatisfactory performance and the Bidder/Consultant or Bidders/Consultants will be allowed adequate time, typically thirty (30) days, to take corrective action and accomplish satisfactory control. If at the end of the stated time to correct, the City may deems that the Bidder/Consultant or Bidders'/Consultants' performance is still unsatisfactory, the contract may be

canceled. The exercise of its right of cancellation shall not limit the City's right to seek any other remedies allowed by law.

7.18. Rejection of Bids, Waivers or Irregularity

The City reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the City. Any such decision shall be final.

7.19. Protests

Any actual or prospective Bidder/Offeror/Consultant who is aggrieved in connection with this proposal or award may protest to the City Manager within ten (10) days of the award. The protest must be submitted in writing to the Office of the City Clerk immediately after such aggrieved person knows or should have known of the facts.

7.20. Local preference Policy

The City of Bloomington has adopted a Local Preference Purchasing Policy that is applicable in the City's competitive bidding processes, except in situations where external funding sources do not permit local preference purchasing allowances, in situations where the goods or services being purchased are available through a cooperative purchasing program, or where waived by the City. Bidders/Consultants should complete the Local Preference Purchasing Policy Certificate if Bidder/Consultant qualifies as a local Bidder/Consultant under the Policy. The Policy is in place to address, in part, responsiveness and related concerns of the City.

7.21. Security

The Bidder/Consultant represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated or Blocked Person. The Bidder/Consultant further represents and warrants to the City that the Bidder/Consultant and its principals, shareholders, members, partners, or affiliates as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Bidder/Consultant hereby agrees to defend, indemnify and hold harmless the City of Bloomington, and all City elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

7.22. Indemnification

Bidder/Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of

City’s passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Bidder's/Consultant’s legal counsel unacceptable, then Bidder/Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorney’s fees, expert fees and all other costs and fees of litigation. The Bidder/Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of Illinois and will survive termination of this Agreement.

8. VENDOR QUESTIONNAIRE

8.1. Authorized Person(s)*

By submitting a response to this solicitation, the bidder certifies that this Quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quote for the same services, materials, supplies, or equipment, and is in all respect fair and without collusion and fraud. The bidder agrees to abide by all conditions of this quote and certifies that they are authorized to submit this quote.

*Response required

8.2. Bid Bond *

Each bid shall be accompanied by a certified cashier's check, or bid bond, in the amount of ten percent (10%) of the total bid price, payable to City of Bloomington, Illinois, as a guarantee that the bidder, if its bid is accepted, will promptly execute the Agreement. The bidder shall guarantee the total bid price for a period of 60 days from the date of the bid opening.

Please upload a copy of your bid bond/cashier's check. Bidder must also submit an original copy of the bid guarantee to be received no later than the bid due time on Wednesday, August 31, 2022 addressed to:

City of Bloomington Legal Department
Carla Murillo - Procurement
115 E. Washington St., Suite 403
Bloomington, IL 61701

Please have the Bidder Name, Contract Title ("The Den at Fox Creek Golf Course Pump Station Equipment"), and Contract Number ("Bid #2023-07") listed clearly on the outside of the envelope.

*Response required

8.3. Gift Ban Act*

By submitting a response to this solicitation, we certify that our organization, its officers, employees and agents, have not made any gifts to officers or employees of the City of Bloomington in violation of Illinois Compiled Statutes, 5 ILCS 430/Article 10, State Officers and Employees Ethics Act (commonly known as the "Gift Ban Act"). The Act is available online at: http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=000504300HArt%2E+10&ActID=2529&ChapterID=2&SeqStart=1700000&SeqEnd=2200000.

We further certify that as a bidder, we have not violated the Bloomington City Code Chapter 2, Administration; Article I, Section 8: Officers and Employees Generally: Section 8a Prohibition on the Solicitation and Acceptance of Gifts; and 8b State Officials and Employees Ethics Act. This section of the Bloomington City Code is available online at https://www.cityblm.org/government/codes-ordinances.

☐ Please confirm

*Response required

8.4. Vendor Compliance with Public Act 85-1295*

The vendor certifies by signing this statement that this bid is made without prior understanding, agreement or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Furthermore, the firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages. The vendor also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

☐ Please confirm

*Response required

8.5. Insurance*

Vendors providing a service or installing equipment on or about City property shall provide to the City Clerk evidence of Comprehensive, Liability, and Workman's Compensation insurance prior to commencement of work on City property. The vendor guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the vendor is not the patentee, assignee, or licensee.

Furthermore, the vendor hereby agrees to save and hold harmless and indemnify the City from and against all injury, death, damage, loss, claims and liability caused by or arising out of the performance of this agreement by the Vendor, its employees, agents or sub-vendors. This agreement extends to all claims, of any nature, whether made by the Vendor’s employees or third parties.

☐ Please confirm

*Response required

8.6. Certificate of Insurance*

Please upload a copy of your Certificate of Insurance.

*Response required

8.7. Non-Discrimination*

The City of Bloomington requires all Vendors doing business with the City not to discriminate against anyone 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.

Vendors shall comply with the Illinois Human Rights Act, 775 ILCS 5/101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102 and constituting of a written EEO policy and a workforce profile that demonstrates its EEO

practices. Furthermore, the Vendor or Vendors shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Vendor or Vendors must have a written sexual harassment policy, which meets Illinois Compiled State Statutes, 775 ILCS, 15/3.

☐ Please confirm

*Response required

8.8. Equal Opportunity Guidelines*

The City requires all Vendors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, sexual orientation, ancestry, national origin, and non-job-related disabilities. This program was approved by the City Council on May 27, 1974. In accordance with this program, the City shall require that the Vendor or Vendors be familiar and comply in every respect with the provisions of this program. Information regarding the program may be obtained by contacting the Human Relations Department 309-434-2218.

☐ Please confirm

*Response required

8.9. Local Preference Purchasing Policy Consideration*

The City of Bloomington has adopted a local preference purchasing policy. Under the terms of the policy local Consultants may be granted a pre-determined preference in competitive bidding situations. Bids from qualified local Consultants may receive the following adjustment to the submitted bid:

A. 5% up to a maximum of $2,500 on bids of $10,000 up to $50,000;

B. 4% up to a maximum of $10,000 on bids of up to $250,000;

C. 3% up to a maximum of $30,000 on bids of up to $1,000,000; and

D. $50,000 on bids of over $1,000,000.

For purposes of comparison and consideration in awarding contracts the preferential discount will be applied to the low bid of all qualified local Consultants when determining the lowest responsible bid. The City Council reserves the right to waive or amend the local preference purchasing policy in connection with any bid, when it deems it in the best interest of the citizens of Bloomington.

A Local Consultant is defined as any business that meets all of the following criteria:

A. The business has established and maintained a physical presence within the County of McLean, via the ownership or lease of a building or a portion of a building for a period of not less than 12 consecutive months; and

B. The business employs a minimum of two full time employees at the McLean County location and those employees spend the majority of their work day and work week at the McLean County location; and

C. The business is legally authorized to conduct business within the State of Illinois and the County of McLean.

Select all that apply

☐ The undersigned hereby certifies to the City of Bloomington that it is a Local Consultant as defined above and qualifies for the Local Consultant Preference pursuant to the City of Bloomington Local Preference Purchasing Policy.

☐ The undersigned acknowledges the firm does not qualify for the Local Preference consideration.

*Response required

8.10. References*

Please provide a minimum of three (3) references to include the following for each reference:

Company Name
Contact Person
Address
Telephone Number
Email
Scope of work performed

*Response required

8.11. Bid Form*

Bid Bid #2023-07
The Den at Fox Creek Golf Course Pump Station Equipment

By submitting a response to this solicitation, we, the authorized person(s) for this organization, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid price submitted, and to supply all services and/or commodities as required in the requirements and Instructions to Bidders. We further agree to deliver the commodity and/or services as outlined with in this document, FOB Bloomington, Illinois, freight prepaid.

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

We further agree to complete all of the work, as required in this solicitation, in a complete, neat, and workmanlike manner.

☐ Please confirm

*Response required

8.12. Bid Submission Requirement*

Bid Submission: The successful bidder shall provide submittal drawings for review and approval by the City of Bloomington PRIOR to releasing the order for production. The submittal drawings shall include notes or details showing connections to existing peripheral systems. Bidder confirms and acknowledges this requirement.

☐ Please confirm

*Response required

8.13. Mandatory Site Visit*

Bidders acknowledge that the site visit is mandatory and that only bidders who attend the site visit will have bid submissions that are considered to be responsible and responsive.

☐ Please confirm

*Response required

8.14. Minority Owned, Women Owned, Veteran Owned, Small Business Certifications*

Please select the categories that pertain to your organization. Select all that apply.

Select all that apply

☐ Minority Owned Business

☐ Women Owned Business

☐ Veteran Owned Business

☐ Small Business Enterprise

☐ None of the Above Apply

*Response required

8.15. Subcontractor - Category Information*

By submitting a response to this solicitation, the authorized person(s) agrees to provide category information for the subcontractors utilized if they are the selected vendor on this project.

☐ Please confirm

*Response required

8.16. Performance and Payment Bonds*

15.Performance & Payment Bond

Please confirm agreement with the following statements related to Payment & Performance Bonds..

The bidder to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond and payment bond within ten (10) calendar days from the date when they are notified of Council's approval of the bid submittal and agreement. The necessary agreement and bond forms shall be provided to the City. In case of failure of the bidder to execute the agreement, the City may at his or her option consider the bidder in default, in which case the bid bond accompany the proposal shall become the property of the owner.

☐ Please confirm

*Response required

8.17. Other Documentation

Please upload any additional required certificates, permits, etc. pertaining to this solicitation as a single PDF file.

8.18. Equal Opportunity Plan

*8.18.1. Equal Employment Opportunity**

In the event of the bidder's non-compliance with the provisions of this Equal Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), or the City of Bloomington's Contract Compliance Program, the bidder may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, including the City of Bloomington, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute, ordinance or regulation. During the performance of this contract, the bidder agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.

B. That, if it hires additional employees in order to perform this bidder any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations or those of the Human Relations Commission) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, familial status, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly so notify the Department and Human Relations Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

E. That it will submit reports as required by the Department's Rules and Regulations and Human Relations Commission, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subbidder. In the same manner as with other provisions of this contract, the bidder will be liable for compliance with applicable provisions of this clause by such subbidders; and further it will promptly notify the contracting agency, the Department and the Human Relations Commission in the event any subbidder fails or refuses to comply therewith. In addition, the bidder will not utilize any subbidder declared by the Illinois Human Rights Commission or Human Relation Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations including the City of Bloomington.

Failure to properly complete questions pertaining to the Equal Opportunity Plan as required as part of the submission with bid or proposal will result in your submission not being considered responsive and result in the denial of eligibility to bid or do business with the City of Bloomington for this project/services/goods. A copy of the Equal Opportunity plan for your firm should be included with this response.

☐ Please confirm

*Response required

*8.18.2. Business Classification**

Please select one of the following:

☐ Corporation

☐ Partnership

☐ Individual Proprietorship

☐ Limited Liability Corporation

*Response required

*8.18.3. Principal Office**

Provide the following information for your Company's principal office:

Name
Address
City, State, Zip
Major Activity of your company (product or service)

*Response required

*8.18.4. EEO Policies and Practices - 1**

Is it the Company's policy to recruit, hire, train, upgrade, and discipline persons without regard to race, sex, color, religion, national origin, age, mental and/or physical disability, and sexual orientation?

☐ Yes

☐ No

*Response required

*8.18.5. EEO Policies and Practices - 2**

Has someone been assigned to develop procedures, which will assure that the EO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the charged with this responsibility. If not, please type "N/A".

*Response required

*8.18.6. EEO Policies and Practices - 3**

Has the Company developed a written Equal Opportunity Plan? Note: A copy of the Equal Opportunity Plan must be submitted with this form in order to be considered eligible to do business with the /city of Bloomington. If you would need technical assistance in developing your plan, please contact the Community Relations Office at: (309) 434-2215.

*Response required

*8.18.7. EEO Policies and Practices - 4**

Has the Company developed a written policy statement prohibiting Sexual Harassment? Please attach a copy of the policy statement.

*Response required

8.18.8. EEO Policies and Practices - 5*

Have all recruitment sources been notified that the Company will consider all qualified applicants without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

☐ Yes

☐ No

*Response required

8.18.9. EEO Policies and Practices - 6*

If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

☐ Yes

☐ No

*Response required

8.18.10. EEO Policies and Practices - 7*

Has the bidder notified all of its sub-bidders of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subbidders or purchase orders?

☐ Yes

☐ No

*Response required

8.18.11. EEO Policies and Practices - 8*

Is the Company a state certified minority/female owned business? If yes, please attach a copy of the state certification. If not, please provide a document stating that your company is not a state certified minority/female owned business.

*Response required

8.18.12. EEO Policies and Practices - 9*

Does the Company have collective bargaining agreements with labor organizations?

☐ Yes

☐ No

*Response required

8.18.13. EEO Policies and Practices - 10*

Has the labor organization been notified of the Company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts by the City of Bloomington?

☐ Yes

☐ No

*Response required

8.18.14. Employment Information*

Identify the geographical area(s) from which the company may reasonably recruit employees (use city, county, SMSA, or distance in miles from your company location.

*Response required

8.18.15. Under-Utilized Workforce*

If minorities and women are currently under-utilized in your workforce, please attach a copy of an explanation for your plan to recruit and hire minorities and women. If this does not pertain to your organization, please provide documentation stating that.

*Response required

8.18.16. Workforce Analysis Form*

Please download the below documents, complete, and upload.

- Workforce_Analysis_Form.pdf

*Response required

8.18.17. Certification*

The Company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief. The Company also agrees that it will comply and abide by the City of Bloomington's Contract Compliance Ordinance and the City of Bloomington Human Relations Ordinance.

☐ Please confirm

*Response required

CITY OF Bloomington ILLINOIS

ADDENDUM NUMBER 1: August 23, 2022

BID #2023-07
The Den at Fox Creek Golf Course Pump Station Equipment

1. **Does the City want the contractor to supply and install a 12" Z pipe on the outside of the building?**
   Yes, please include this addition in your bid submission pricing.

2. **Does the City have a preference for a paddle or Mag flow meter type?**
   The City prefers the Mag meter flow type. Please include in your bid submission pricing.

3. **The City has determined that it is in the best interest of the City to open this solicitation to all interested parties even those that did not attend the mandatory pre-bid. There will no other opportunity to view the site, but the question period is open until August 25, 2022 until 2:00 p.m.**
4. **Please see Exhibit A for the Pre-Bid Attendance record.**

PLEASE NOTE: Failure to acknowledge the addendum in OpenGov may result in disqualification.

Carla A Murillo, Procurement Manager
8/23/2022

CITY OF Bloomington ILLINOIS

PROCUREMENT SERVICES
115 E. Washington, Suite 403
BLOOMINGTON, IL 61701

ATTENDANCE RECORD FOR PRE-BID MEETING:
BID #2023-07
The Den at Fox Creek Golf Course Pump Station Equipment

DATE: August 19, 2022 **TIME:10:00 a.m.**

Attendee's Name (Please Print)	Company Name	Phone Number	E-mail address
Jason Wingate – Golf Superintendent	City of Bloomington	309-434-2248	jwingate@cityblm.org
Carla Murillo -Procurement Manager	City of Bloomington	309-434-2277	cmurillo@cityblm.org
Randy Hunsicker	Commercial Irrigation	309-208-6025	randy @ comirr. com
Danny Aeschliman	Commercial Irrigation	309-208-5120	danny @ comirr.com
DAVID LANE	GENERAL PUMP & MACHINERY	309-693-7444	dlane @ gnrlpump.com
Jeromy Wilcox	WILCOX ELECTRIC	309-452-7099	jeremy@wilcoxelectric.com
Dustin Peterson	Clesens	309-314-1937	dpeterson@clesens.com
Troy Watson	COB	309 2616919	Twatson@Cityblm.org
[illegible]	COB	309-532-0656	cstolzenbach@cityblm.org

CITY OF BLOOMINGTON AGREEMENT WITH
Clesen Holdings LLC
FOR
The Den at Fox Creek Golf Course Pump Station Equipment

THIS AGREEMENT, dated this ___ day of October, 2022, is between the City of Bloomington, IL (hereinafter "CITY") and Clesen Holdings LLC (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

Section 2. **Description of Services.** VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. **Incorporation of Bid/RFP/RFQ & Proposal Terms.** The following shall apply to this Agreement:

☐ This Agreement was not subject to a formal solicitation process by the CITY.

☑ This Agreement was subject to the following procurement initiative by the CITY:
Bid #2023-07 The Den at Fox Creek Golf Course Pump Station Equipment (hereinafter "REQUEST").
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS" and attached hereto), shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail.

☐ This Agreement was not subject to a formal solicitation process by the CITY, but includes the other required proposal/documents attached hereto in Exhibit C.

Section 4. **Payment.** For the work performed by VENDOR under this Agreement, the City shall pay VENDOR one of the following:

☑ A flat fee of $190,624 as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein.

☐ Fees as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein not to exceed $_____.

Section 5. **Requirement for Payment & Performance Bond.** The following shall further apply to this Agreement:

☑ This Agreement does not require the furnishment of any bonds by the VENDOR.

☐ This Agreement is subject to bonding requirements.

i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Section 4 executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.

ii. Said bond shall be conditioned to save and keep harmless said CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against said CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. **Default.** Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. **Termination for Cause.** The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

i. VENDOR is found to be in violation of any term or condition of this Agreement.
ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
iii. VENDOR declares bankruptcy or becomes insolvent.
iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. **Force Majeure.** The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. **Remedies.** In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. **Indemnification.** To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent VENDORs who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 11. **Reuse of Documents.** All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. **Standard of Care.** Services performed by VENDOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. **Representations of VENDOR.** VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 14. **Compliance with Local, State, and Federal Laws.** VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 15. **Compliance with Prevailing Wage.** The following shall apply to this Agreement:

☑ This Agreement is not for "public works" and therefore Prevailing Wage does not apply.

☐ This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to thee DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement much comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 16. **Equal Opportunity Employment.** During the performance of this Agreement, the VENDOR agrees as follows:

i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.

iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 17. **Access to Records**. The following access to records requirements apply to this Agreement:

i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 18. **Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY

issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 19. **Notices.** All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Clessen Holdings LLC
Dustin Peterson
635 Margate Drive
Lincolnshire, IL 60069

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 103
Bloomington, IL 61701
admin@cityblm.org

Copy to:
City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 103
Bloomington, IL 61701
legal@cityblm.org

Section 20. **Insurance.** VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS or as agreed upon with the City Procurement Manager. Certificates of insurance shall be provided to the CITY and CITY shall be named as additional insured under the policy(ies).

Section 21. **Assignment.** No PARTY may assign this Agreement, of the proceeds thereof, without prior written consent of the other PARTY.

Section 22. **Changes or Modifications.** This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 23. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 24. **Joint Drafting.** The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 25. **Attorney's Fees.** In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 26. **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 27. **Term.** The term of this Agreement shall be:

☑ Until all of the services and/or deliverables required to be provided within this Agreement are completed and accepted by CITY.

☐ From _____ year(s) from the date of this Agreement listed above.

☐ By the date state in the PROCUREMENT DOCUMENTS or no later than _____.

☐ This Agreement shall also be subject to the following renewal terms, if any:

_____.

Notwithstanding anything herein, the provisions in Sections 10 and 18 shall survive termination.

Section 28. **Counterparts.** This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Space Sharing Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: _____
Its Clesen Holdings LLC

By: _____
Its _____

EXHIBIT A

DESCRIPTION OF SERVICES/WORK PROVIDED

One “packaged” pumping station suitable for direct replacement of the existing irrigation pumping station at the City of Bloomington’s Den at Fox Creek Golf Course as specified herein.

Procurement documents that are incorporated as part of this agreement have detailed specifications for this project.

EVALUATION TABULATION
ITB No. Bid #2023-07
The Den at Fox Creek Golf Course Pump Station Equipment
RESPONSE DEADLINE: August 31, 2022 at 1:00 pm

THE DEN AT FOX CREEK GOLF COURSE PUMPING STATION EQUIPMENT
Bidder agrees to hold all pricing for ninety (90) days from the bid due date not including the day of the bid opening.
Vendor Total
Clesens $190,624.00

EXHIBIT C
OTHER REQUIRED PROPOSAL/DOCUMENTS

N/A

CONSENT AGENDA ITEM NO. 7.K

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement Extension with Evergreen FS for fuel, from November 1, 2022 through October 31, 2023, for the City's vehicles and equipment, in the amount of $702,518 for the first six-month period, and a still to be determined amount utilizing FY24 budgeted funds for the second six-month period of this term, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement Extension be approved.

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

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

BACKGROUND: The Public Works Department is recommending approval of the Item. The purchase order for the first six-month period will be in the amount of $702,518, but Public Works may need to add additional funds before the end of the fiscal year because of rising fuel costs. Since the bid submission was based on unit pricing, Public Works will be able to increase the purchase order without further approval if needed. Staff will issue a new purchase order utilizing FY24 funds for the second six-month period.

On October 28, 2019, the City contracted with Evergreen FS to supply fuel for the City's vehicle and equipment needs. This was a one-year agreement that allowed for four renewals of one year each, based upon performance as evaluated by the City and mutual agreement of both parties. The agreement costs per gallon markup over terminal cost (daily market) are as follows: Unleaded Gasoline with 10 percent ethanol, No. 1 Diesel Fuel, and No. 2 Diesel Fuel with up to 20 percent Bio added is $0.03 for transport loads and $0.20 for tank wagons; Diesel Exhaust Fuel is $0.50 for tank wagons. LP and Kerosene will be discounted three percent from retail at the time of purchase. Evergreen FS has provided the City with the same services for the prior eight years.

The City purchases approximately 50 percent of its fuel needs through the daily market (terminal cost). The markups bid by Evergreen FS apply to these purchases. The remaining approximately 50 percent of the purchases are done through Evergreen FS's fuel risk management program. The Evergreen FS fuel risk management program (hedging) allows schools and municipalities to pool their fuel purchases for volume discounts and guaranteed fuel costs. The City has enrolled in the risk management program to help remove the wide swings of fuel prices throughout the year and allow the City to budget more accurately. The markups bid by Evergreen FS do not apply to fuel purchased through the risk management program. Please see the attached City of Bloomington Fuel Strategy for additional

information.

Evergreen FS has met all of the current agreement specifications, which are important to the City's ability to respond to its citizens' needs in a natural or man-made disaster. These services include bulk fuel transport to the bulk tank at the Public Works fuel station, deliveries to various smaller fuel tanks at the parks and golf courses, emergency generators for the Water Division of Public Works, Fire Stations, Grossinger Motors Arena, sewer lift pump stations, and to fire apparatus at working fires. Fuel cards are used to purchase fuel from Evergreen FS local stores when the Public Works garage fuel station is out of service for maintenance.

The local tank farm ensures the ability to deliver fuel from the tank farm to the City in the event of disaster. The City has used this service in past winters during major snow events when bulk fuel transports could not deliver fuel from out of town locations. Evergreen FS provides fuel storage tank sampling and testing with storage tank maintenance recommendations at no charge to the City on an annual basis.

Public Works has continued to explore ways to "green" the fleet in responsible and practical manners, which is consistent with Strategic Plan and Comprehensive Plan goals. The City uses 20 percent bio-diesel and gasoline with 10 percent ethanol in all units that fill up at the Public Works fueling site. Bio-diesel and ethanol are alternative, renewable fuels. The City uses biodiesel derived from soybean oil and ethanol derived from corn. This covers most all units in the City's Fleet. The City also has many cars and trucks that are compatible with E85 fuel. However, the City does not have an available fuel tank for this type of fuel, and off-site E85 fuel is not cost-effective at this time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2023 Budget and will be included by Public Works in the FY 2024 Proposed Budget to cover the terms of the contract under the Fleet Management – Fuel Account (10016310-71070). The FY 2023 budget includes $1,405,036; 6 months (November through April) estimated at 50% of the total budget or $702,518. Therefore, it is anticipated that the new Purchase Order, through April 30, 2022, will be created for approximately $702,518. Public Works will budget approximately $1,400,000 to $1,800,000 in FY 2024 for fuel purchases. Stakeholders can locate the FY 2023 Budget in the Budget Book titled "Budget Overview & General Fund" on page 304.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal UEW-2. Promote and facilitate energy conservation and alternate energy generation and resources, Objective UEW-2.2. Ensure at least 25% of energy comes from renewable energy sources.

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

PW 1B AGREEMENT EXTENSION Evergreen FS Citywide Gasoline Diesel Fuel 11012022-10312023
PW 1C FUEL STRATEGY Evergreen FS Citywide Gasoline & Diesel Fuel Agreement Extension 10242022
PW 1D FUEL COST GRAPH Evergreen FS Citywide Gasoline & Diesel Fuel Agreement Extension 10242022

CITY OF BLOOMINGTON AGREEMENT WITH
EVERGREEN FS INC.
FOR
CITYWIDE GASOLINE & DIESEL FUEL

THIS AGREEMENT, dated this ___ day of October, 2022, is between the City of Bloomington, IL (hereinafter "CITY") and Evergreen FS Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

Section 2. **Description of Services.** VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. **Incorporation of Bid/RFP/RFQ & Proposal Terms.** The following shall apply to this Agreement:

___ This Agreement was not subject to a formal solicitation process by the CITY.

_X_ This Agreement was subject to the following procurement initiative by the CITY:
Bid #2020-18 Citywide Gasoline & Diesel Fuel (hereinafter "REQUEST").
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS" and attached hereto), shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail.

___ This Agreement was not subject to a formal solicitation process by the CITY, but includes the other required proposal/documents attached hereto in Exhibit C.

Section 4. **Payment.** For the work performed by VENDOR under this Agreement, the City shall pay VENDOR one of the following:

___ A flat fee of $_____ as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein.

_X_ Fees as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein by the procurement documents.

Section 5. **Requirement for Payment & Performance Bond.** The following shall further apply to this Agreement:

_X_ This Agreement does not require the furnishment of any bonds by the VENDOR.

___ This Agreement is subject to bonding requirements.

i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Section 4 executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.

ii. Said bond shall be conditioned to save and keep harmless said CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against said CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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i. VENDOR is found to be in violation of any term or condition of this Agreement.
ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
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iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

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i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.

iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 17. **Access to Records.** The following access to records requirements apply to this Agreement:

i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 18. **Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY

issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 19. **Notices.** All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Evergreen FS Inc.
1808 Morrissey Dr.
Bloomington, IL 61701

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 103
Bloomington, IL 61701
admin@cityblm.org

Copy to:
City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 103
Bloomington, IL 61701
legal@cityblm.org

Section 20. **Insurance.** VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS or as agreed upon with the City Procurement Manager. Certificates of insurance shall be provided to the CITY and CITY shall be named as additional insured under the policy(ies).

Section 21. **Assignment.** No PARTY may assign this Agreement, of the proceeds thereof, without prior written consent of the other PARTY.

Section 22. **Changes or Modifications.** This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 23. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 24. **Joint Drafting.** The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 25. **Attorney's Fees.** In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 26. **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 27. **Term.** The term of this Agreement shall be: Contract Extension from November 1, 2022 through October 31, 2023 as approved by Council.

___ Until all of the services and/or deliverables required to be provided within this Agreement are completed and accepted by CITY.

___ From _____ year(s) from the date of this Agreement listed above.

___ By the date state in the PROCUREMENT DOCUMENTS or no later than _____.

___ This Agreement shall also be subject to the following renewal terms, if any: _____

_____

Notwithstanding anything herein, the provisions in Sections 10 and 18 shall survive termination.

Section 28. **Counterparts.** This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Space Sharing Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: [redacted]
Its Energy Manager

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED
Bid #2020-18 Citywide Fuel Specifications & Signed Bid Form

The Completion and Submission of This Page with the Bid Is Mandatory

Bid/Contract Requirements:

1. The City is seeking bids for the **markup charged** to the per gallon price of Diesel fuel, with up to a 20% blend of bio and no-leaded gasoline with 10% ethanol delivered to the City's storage tanks.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

2. The term of this contract shall be 12 months November 1, 2019 thru October 31, 2020. The City anticipates awarding the contract on October 28, 2019 for the purpose of "hedging" or the pre ordering of fuel purchases for the City's 2021 Fiscal Year with the successful bidder. This contract will have the option of four (4) one-year renewals based upon overall performance by the successful Bidder and mutual agreement of both parties. The renewals will be granted with City Council approval.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

3. The Bidder shall have sufficient equipment and have access to supplies from the manufacturer so as to be able to deliver any item required in this Specification to any site at any time fuel would be needed. The tanks at the Public Service Department fuel station are accessible by fuel "Transport Tanker Trucks". All other tanks need to be accessed with "Tank Wagons". Delivery of the product may need to be made to the site at the request of the department responsible for the site at a mutually convenient time. The successful Bidder may make arrangements with any site manager to "top" any tank at the site at the convenience of the supplier.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

4. The successful Bidder shall be capable of providing service twenty-four (24) hours per day, seven (7) days per week, including holidays, for emergency deliveries such as during snow removal operations, refueling fire apparatus on working fires, and any other disasters or emergencies declared by the City. The Bidder shall also be capable of "wet hosing" City vehicles/equipment when needed.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

5. The successful Bidder shall supply to the City of Bloomington Fleet Management Department an emergency contact list of their employees who may be contacted for after-hours emergency deliveries. The City of Bloomington Fleet Management Department shall be notified immediately of any changes in the list. The list shall be arranged in the order that the employees should be contacted.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

6. Ordering of fuel for the Public Service Department fuel station:
   A. These tanks are monitored, and ordering is done by the staff of the Fleet Management Department.

   B. After consultation, the Fleet Management Department staff will order diesel fuel appropriately blended up to B20 and blends shall be adjusted seasonally to prevent gelling. This adjustment may include any of the following: adjust the Bio Fuel rate, and addition of number 1 diesel fuel, or addition of an additive to the fuel to prevent fuel gelling. Gasoline will be ordered at this time if needed.

   C. Successful Bidder shall notify the Fleet Management Department staff on the day transport loads of fuel are ordered of the delivery time and the price per gallon for diesel fuel and gasoline.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

7. The City has had excellent results with the use of B2-B20 diesel fuel for the past fifteen (15) years. The Bio Fuel to be blended with diesel fuel shall meet the following guidelines:

A. Used cooking oil **will not** be allowed in the manufacturing of Bio Fuel.

B. All Bio Fuel shall be processed by distillation.

C. The Bio Fuel shall meet ASTM D6751, but will exceed the standard in the following area:
   a. Glycerin content shall be less than .15%
   b. Water & Sediment, volume, maximum shall be less than 0.025%
   c. Copper Strip corrosion, max, 3hr@50C will be no. 1
   d. Shall pass a 360 Sec. maximum cold soak test
   e. Cloud point should be less than 2 Degrees C January thru March.

D. The Bio Fuel must be filtered with a 10-micron filter prior to blending with the diesel fuel.

E. The Bio Fuel must be injection blended into the diesel fuel.

F. The Bidder's Bio Fuel tanks must be heated to prevent gelling and fallout.

G. The Bio Fuel provider must be a BQ9000 producer or in the qualification process.

H. No change of Bio Fuel provider shall be made without prior approval by the City.

I. Bidder must provide documentation of #7C; a-d, 7D & 7E, #8, and #9 at the time of delivery. The Fleet Management Department may waive this requirement (#7 C-E with each load) after a history is established but reserves the right to re-establish the requirement or ask for spot checks of the loads.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

8. If at any time during the term of this contract, the City deems it no longer economical to add Bio Fuel to the diesel fuel, then the City reserves the right to discontinue adding the Bio Fuel to the diesel fuel.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

9. No-Lead Gasoline shall be as defined by the Society of Automotive Engineers (SAE) as Regular Gasoline with an Octane Rating of not less than 87 Octane.

A. Octane Rating will be found using the Anti-Knock Index (AKI). This is the Research Octane Number (RON) plus the Motor Octane Number (MON) divided by 2 or (R+M)/2.

B. No-lead shall contain 10% Ethanol.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

10. On-road #2 Ultra Low Sulfur Diesel Fuel shall have a Cetane rating of 40.0 minimum and a flash point rating of 130-degree Fahrenheit minimum. Cloud Point 14 degrees Fahrenheit maximum. Pour Point 0 degrees Fahrenheit maximum. Viscosity of 1.9 Minimum and 4.1 Maximum 104 degrees Fahrenheit.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

11. Bidders will provide detailed specifications of their products with their bids. Specifications
Shall include Product Properties, ASTM Test Method used, Test Results Minimums And Maximums.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

12. The successful Bidder shall supply all MSDS sheets for their products to the Fleet Management Department.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

13. The successful Bidder will provide all necessary information to the City and conform to all State and Federal requirements relating to bulk storage, delivery, identification, etc. as may be required by applicable regulatory agencies.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

14. During the term of this contract the City may install more gasoline and diesel fuel storage tanks. The successful Bidder will be kept updated as additional tanks are put into service.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

15. The successful Bidder shall operate a local tank farm with the ability to deliver fuel from the tank farm to the City or shall provide a fueling location in the city limits of Bloomington, IL. that the City can access 24 hours a day 7 days a week including all holidays in the event of a natural or man-made disaster.

Please list locations below:

Route 150 Bulk Plant -	1808 Morrissey Dr Bloomington, IL 61704
Farm Town EAST STOP -	1808 Morrissey Dr. Bloomington, IL 61704

Please list the daily average amount of product available of no lead and diesel fuel below:

Daily average amount of NO LEAD Fuel	~ 20,000 gal
Daily average amount of DIESEL Fuel	~ 100,000 gal

16. The successful Bidder shall employee a full-time Energy Manager available to discuss needs and fuel pricing with the City during the term of this contract.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

17. The successful Bidder shall allow the City to 'hedge' or pre order 'wet gallons' fuel for the contract period.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

18. The successful Bidder shall be able to perform testing of gasoline & fuel products for contamination and cleaning of the interior of the City's fuel tanks at no charge to the City.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

19. Successful Bidder shall provide the City with a method to purchase fuel from local retail pumps, i.e. fuel cards or other methods acceptable to the City.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

20. Successful Bidder shall provide bulk deliveries of Diesel Exhaust Fluid (DEF Fluid) to any of the City's bulk storage DEF tanks. DEF Fluid must have 32.5% Urea and 67.5% distilled water.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

CHART OF TANK SIZES, TYPE AND LOCATIONS

Current as of September 2019

Fuel tank sizes and locations to refuel fleet vehicles and equipment:

Public Service Department - 401 S. East St.

One - Diesel	10,000 gal. UST
One - Gasoline **unleaded**	6,000 gal. UST

Fleet Management Department places the orders for these two tanks

Bloomington Water Department at Lake Bloomington

One - Gasoline	500	gal. AST	Lake Bloomington Water Treatment Plant
One - On Road Diesel	500	gal. AST	Lake Bloomington Water Treatment Plant

These two tanks are normally on a keep filled basis

Parks and Golf Courses

One - On Road Diesel	500	gal. AST	Forrest Park Maintenance Facility
One - Gasoline	500	gal. AST	Forrest Park Maintenance Facility
One - Off Road Diesel	500	gal. AST	Highland Golf Course
One - Gasoline	500	gal. AST	Highland Golf Course
One - Off Road Diesel	500	gal. AST	Prairie Vista Golf Course
One - Gasoline	500	gal. AST	Prairie Vista Golf Course
One – Gasoline	300	gal. AST	Prairie Vista Golf Course
One - Off Road Diesel	500	gal. AST	The Den Golf Course
One - Gasoline	500	gal. AST	The Den Golf Course

These fuel tanks are normally on a "keep filled" basis.

Emergency Generators

The City also has many emergency generators at various locations in the Bloomington/Normal area and at Lake Bloomington for emergency operations. The successful Bidder will receive the list of emergency generators after the award of the contract. All emergency generators are accessible by tank wagons. Some emergency generators are on keep fill, but most have fuel ordered as needed by city staff.

Renewal Options

1st Renewal: November 1, 2020 through October 31, 2021
2nd Renewal: November 1, 2021 through October 31, 2022
3rd Renewal: November 1, 2022 through October 31, 2023
4th Renewal: November 1, 2023 through October 31, 2024

EXHIBIT B
Payment Terms

BID FORM
BID # 2020-18
CITYWIDE GASOLINE AND DIESEL FUEL

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

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The City of Bloomington reserves the right to increase or decrease the quantity of any item or omit items as deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

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

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. Contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1-12) including Public Act 100-1177 effective June 1, 2019.

Product	**Markup Cents Per Gallon**	
	Transport	Tank Wagon
Unleaded gasoline with 10% ethanol	$ 0.03	$ 0.20
No. 1 Diesel Fuel	$ 0.03	$ 0.20
No. 2 Diesel Fuel	$ 0.03	$ 0.20
No. 2 Diesel Fuel, 5%	$ 0.03	$ 0.20
No. 2 Diesel Fuel, 11%	$ 0.03	$ 0.20
No. 2 Diesel Fuel, 20%	$ 0.03	$ 0.20
Diesel Exhaust Fluid (DEF Fluid)		$ 0.50

Bid Form Continued on next page

BID FORM cont.

BID # 2020-18

CITYWIDE GASOLINE AND DIESEL FUEL

Product	Discount from Retail at the time of purchase
LP	3 %
Kerosene	3 %

We, the undersigned, agree to sell and deliver fuel to the City of Bloomington per the Specification, from contract award through **October 31, 2024,** at the terminal price plus the above listed bid markup, plus applicable State and Federal taxes, and to meet the conditions set forth in the Specifications and General Instructions to Bidders.

Evergreen FS, Inc.
Firm

[redacted]
Authorized Signature

402 N. Hershey Rd.
Address

Bloomington IL 61704
City State Zip

309-657-8862
Phone Number

9/30/19
Date

Email Address: mstevenson@evergreen-fs.com
rhoffman@evergreen-fs.com

CITY OF Bloomington ILLINOIS
PUBLIC WORKS DEPARTMENT

115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

CITY OF BLOOMINGTON FUEL STRATEGY

Purchase approximately 50% of yearly fuel in the Evergreen FS Risk Management Program. Take delivery of fuel 50% of monthly use each month. Buy the remaining 50% each month on the market. Decide when to use Program fuel and when to buy fuel off the market each month, based on fuel prices and trends for the month.

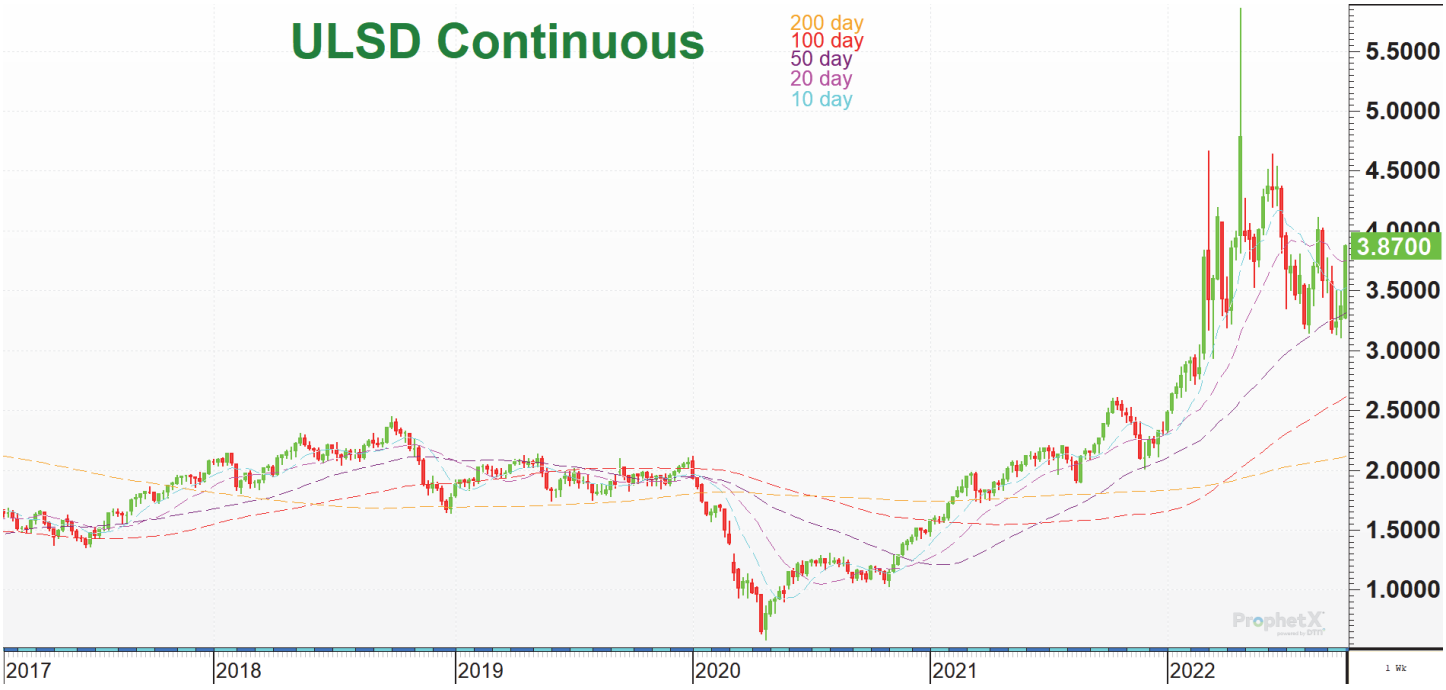
Risk Management Program
The goal of this program is to reduce risk by locking in fuel prices during a time frame that historically offers fuel oil prices that are at a low point for the year. This program pools fuel from multiple users to get a volume discount.

Users must be enrolled by mid-December to participate and receive fuel from February 1st to January 30th of the following year. Evergreen takes the total gallons enrolled in the program and buys equal amounts of fuel on select trading days from December 1st thru January 30th for each month of the year. The product price is averaged and applied to each month plus applicable State and Federal taxes, and $0.03 Transport or $0.20 Tank Wagon per gallon as per our current contract with Evergreen FS. The product price for diesel exhaust fuel is $0.50 Tank Wagon per gallon under the same contract.

Other agencies that use Risk Management Program
District 87, Unit 5, Olympia, Heyworth, Clinton, Fieldcrest, Town of Normal. This past year, the City placed 50% of their gallons in this program and left the other 50% to purchase at market price which allows for diversity in their fuel purchases. This strategy works well as there are periods when the market price is lower than the contract price, and this allows for a lower average price for the month. Currently the contract price on the Risk Manager Program is averaging higher than the market price due to the Pandemic. Although the hope is that the program price is better than the market price as an average, the main objective is to remove the wide swings of the fuel prices throughout the year, and allow the City to budget more accurately and consistently.

Contract with Evergreen FS
- Services with FS
  - Contracting Fuels
  - Tank wagons fuel working fire trucks, tank farm in town
  - Bio Diesel purity
  - Tank sampling water, microbes
  - Market updates daily

Historical fuel price trends over the last 30 years indicated that fuels should be purchased in the months of November thru December for the following year as shown on the chart below. In the last 5 years, price trends indicate that fuels should be purchased in January and February. As the world economy continues to improve, crude oil costs will increase.


ULSD Continuous
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RBOB Continuous
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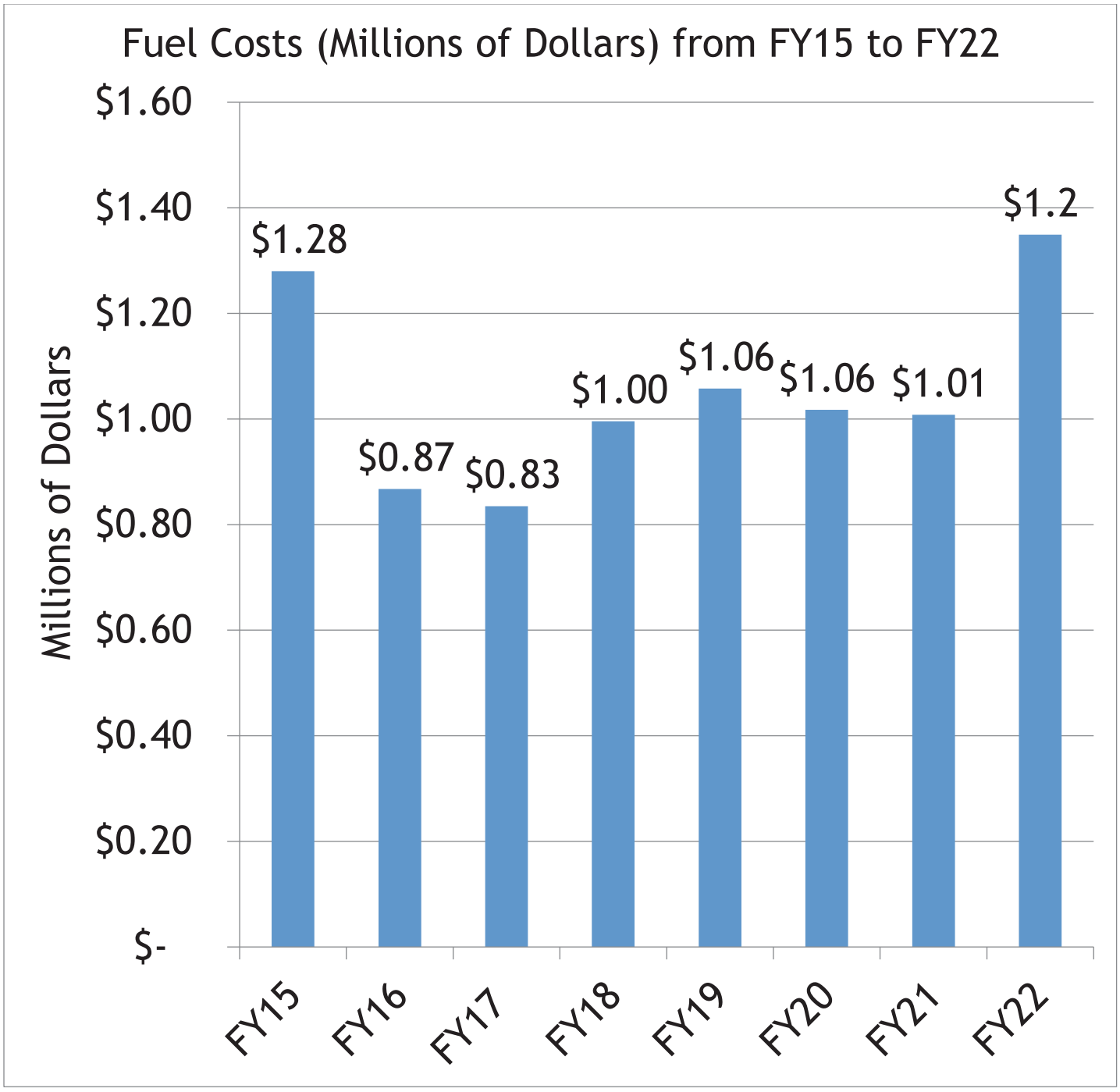
Fuel Costs (Millions of Dollars) from FY15 to FY22
Millions of Dollars
$1.60
$1.40
$1.20
$1.00
$0.80
$0.60
$0.40
$0.20
$-
$1.28
$0.87
$0.83
$1.00
$1.06
$1.06
$1.01
$1.2
FY15
FY16
FY17
FY18
FY19
FY20
FY21
FY22

CONSENT AGENDA ITEM NO. 7.L

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on providing formal settlement authority in Central District of Illinois Case No. 1:22-cv-1032-JES-JEH (Kelly v. City of Bloomington, et al), as requested by the Legal Department.

RECOMMENDED MOTION: The approval and ratification of a settlement, not to exceed $65,000.00, in Central District of Illinois Case No. 1:22-cv-1032-JES-JEH (Kelly v. City of Bloomington, et al), and authorize the City Manager to execute any and all documents necessary to effectuate the resolution of the case including, if requested by Plaintiff, a structured settlement.

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

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

BACKGROUND: On February 7, 2020, Todd Kelly was bit by a Bloomington police K9 during his arrest. On February 2, 2022, Kelly filed a complaint alleging excessive force was used and that he sustained injuries from the dog bite. While the City denies the claims in the lawsuit, a settlement was reached in mediation by the City's third-party insurer that is lower than that anticipated costs of defense.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The City is responsible for the first $125,000 under its Law Enforcement Liability Insurance coverage at the time of the incident. Accordingly, the settlement will be paid by the City's Third Party Claims Administrator who will be reimbursed out of the Casualty Insurance-Liability Claims account (60150150-70713). Stakeholders can locate this in the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on page 200.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Jeff Jurgens, Corporation Counsel

CONSENT AGENDA ITEM NO. 7.M

FOR COUNCIL: October 24, 2022

WARD IMPACTED: Ward 1, Ward 2, and Ward 8

SUBJECT: Consideration and action to approve 1) a Supplemental Resolution for Improvement Under the Illinois Highway Code, in the amount of $47,811.32 and 2) an Engineering Services Agreement Supplement for Motor Fuel Tax Funds for the Phase II Design of Hamilton Road, from Bunn Street to Morrissey Drive, in the amount of $89,351.00, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Supplemental Resolution and Agreement Supplement be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 2a. Better quality roads and sidewalks
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: The Public Works Department is recommending approval of the Item. If approved, funding will be used to supplement the Professional Services Contract with Hanson Professional Services, Inc. The supplement includes: (1) updates to environmental permits, storm sewer revisions, water main revisions, and additional water main on Bunn Street; (2) sanitary sewer improvements for Bunn Street; and (3) detention basin work, additional mill and overlay on Hamilton from Commerce to the eastern limits, updates to state standards and specifications, shop drawing review during construction, construction questions, pre-construction meeting attendance, staking right-of-way for utilities, and additional Illinois Commerce Commission coordination. Details of the additional fees and scope changes can be found in the attached Agreement Supplement.

On January 14, 2019, City Council approved the original agreement for Phase II design services with Hanson Professional Services, in the amount of $558,460.32. The total cost of design of $647,811.32, after the $89,351.00 supplement, is under 10 percent of the construction cost and within industry standard for design of such a project.

On August 12, 2019, City Council approved a Supplemental Resolution for Improvement Under the Illinois Highway Code for Phase II design services in the amount of $600,000.00. An additional supplemental amount of $47,811.32 is needed to obligate State Motor Fuel Tax funds for a total value of $647,811.32 for Phase II design services.

The extension of Hamilton Road, from Bunn Street to Morrissey Drive, has been a priority for the City of Bloomington for many years and is the remaining street segment needed to provide a continuous east-west transportation corridor south of Veterans Parkway. Per

previous council approval, Phase II design is currently in progress. There is an additional council item on this same meeting agenda regarding land acquisition for Hamilton Road. Both of these items are progressing concurrently. This project is projected to go out for solicitation in the first half of 2023.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In 2016, public open houses were held to discuss the project as a whole. A public information will be held by the City for interested persons to learn about the project prior to construction occurring on the project.

FINANCIAL IMPACT: If approved, the 1) a Supplemental Resolution for Improvement Under the Illinois Highway Code, in the amount of $47,811.32 and 2) an Engineering Services Agreement Supplement for Motor Fuel Tax Funds for the Phase II Design of Hamilton Road, from Bunn Street to Morrissey Drive, in the amount of $89,351.00 will be undertaken. Stakeholders can locate this item in the FY Proposed 2023 Budget Book titled “Other Funds & Capital Improvement Program” under the Motor Fuel Tax-Architectural & Engineering Services for Capital account (20300300-70051). Stakeholders can locate this in the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 223, 230, 235 and 236.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal TAQ-1. A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode. Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system. Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for consideration.

Prepared by: Steven Law, Civil Engineer II

ATTACHMENTS:
PW 1B SUPPLEMENTAL RESOLUTION Hamilton Road Bunn Street to Morrissey Drive Phase II 10242022
PW 1C AGREEMENT SUPPLEMENT Hamilton Road Bunn Street to Morrissey Drive Phase II 10242022

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☐ Yes ☒ No

Resolution Type	Resolution Number	Section Number
Supplemental		16-00360-00-PV

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)
of Bloomington (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Hamilton Road	0.47	FAU 6371	Bunn Street	Morrissey Drive

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Supplemental Phase II Design services and corresponding work for the Hamilton Road, Bunn Street to Morrissey Drive project.

2. That there is hereby appropriated the sum of Forty-seven thousand eight hundred eleven and 32/100 Dollars ($47,811.32) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Leslie Smith-Yocum (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)
of Bloomington (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council (Governing Body Type) of Bloomington (Name of Local Public Agency) at a meeting held on October 24, 2022 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Illinois Department of Transportation

Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No

Agreement For: Federal PE

Agreement Type: Supplement

Number: 1

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
City of Bloomington	McLean	16-00360-00-PV	D-95-038-18

Project Number	Contact Name	Phone Number	Email
XAYB(639)	Craig Shonkwiler	(309) 434-2225	cshonkwiler@cityblm.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Hamilton Road	FAU 6371	3000	

Location Termini: Bunn Street to Morrissey Drive

Add Location | Remove Location

Project Description:

Phase 2 Engineering services supplement for updates to environmental permits, storm sewer revisions, water main revisions and additional water main on Bunn Street, Sanitary sewer improvements for Bunn Street and for detention basin, additional mill and overlay on Hamilton from Commerce to the eastern limits, update to state standards and specifications for project delay, shop drawing review during construction, construction questions, pre-construction meeting attendance, staking ROW for utilities, and additional ICC coordination.

Engineering Funding: ☐ MFT/TBP ☐ State ☒ Other — Federal

Anticipated Construction Funding: ☒ Federal ☒ MFT/TBP ☒ State ☐ Other

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Hanson Professional Services Inc.	Kurt Bialobreski	(309) 713-1408	kbialobreski@hanson-inc.com

Address	City	State	Zip Code
7625 N. University Street, Suite 200	Peoria	IL	61614

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT

In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

☒ EXHIBIT A: Scope of Services

☒ EXHIBIT B: Project Schedule

☒ EXHIBIT C: Direct Costs Check Sheet

☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist

☒ EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
    (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
    (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
    (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
   (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

   Method of Compensation:

   ☐ Lump Sum

   ☐ Specific Rate

   ☒ Cost plus Fixed Fee: Fixed

   Total Compensation = DL + DC + OH + FF

   Where:

   DL is the total Direct Labor,
   DC is the total Direct Cost,
   OH is the firm's overhead rate applied to their DL and
   FF is the Fixed Fee.

   Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

   The Fixed Fee cannot exceed 15% of the DL + OH.
5. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).
6. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CRF part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys,

reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

   Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

   If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

    The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

    (a) Publishing a statement:

        (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

        (2) Specifying actions that will be taken against employees for violations of such prohibition.

        (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) abide by the terms of the statement; and
(b) notify the employer of any criminal drug statue conviction for a violation occurring int he workplace no later than (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's or contractor's policy of maintain a drug free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Hanson Professional Services, Inc.	37-0844717	$41,364.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Clark-Dietz, Inc.	37-1212051	$47,987.00
	Subconsultant Total	$47,987.00
	Prime Consultant Total	$41,364.00
	Total for all work	$89,351.00

Add Subconsultants

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type: City of Name of Local Public Agency: Bloomington

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency: Bloomington

Local Public Agency Type: City Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

Consultant (Firm) Name: Hanson Professional Services Inc.

By (Signature & Date)

Kurt N. Bialobreski

Digitally signed by Kurt N. Bialobreski
Date: 2022.09.20 11:54:05 -05'00'

Title: Assistant Vice President

By (Signature & Date)

James P. Messmore

Digitally signed by James P. Messmore
Date: 2022.09.20 10:28:00 -05'00'

Title: Sr. Vice President

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

FOR FEDERAL PARTICIPATION PROJECTS

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

HAMILTON ROAD

SERVICES: The additional Scope of Services will be limited to the following:

A. Environmental Studies
1. Updated expired clearances and permits
2. Coordination with permitting agencies

B. Sanitary Sewer Design
1. Confirm sewer tie in inverts and locations. Complete a preliminary layout with horizontal and vertical callouts for confirmation with the City of Bloomington.
2. Prepare plan and profile plan sheets for the proposed sewer. Details will be the same as those already in the plans. Additional details will not be required. Special provisions will be modified as required for the proposed sewer extension.
3. The existing Illinois EPA Construction and Operation permit will be modified to include the new segment. It is assumed the existing SHPO for the project encompasses the sewer extension and a new SHPO will not be required.
4. Respond to questions during construction.

C. Final Plans and Specifications
1. Update for current State Standards, standard specifications, and special provisions
2. Update plans and specifications for negotiated improvements from land acquisition process
3. Quality Control Review
4. Submit Final Construction Documents

D. Construction Administration
1. Shop Drawing review for Traffic Signals
2. Answer Construction Questions
3. Pre-Construction Meeting
4. Stake proposed ROW for utilities (assume one time only)

E. ICC Coordination
1. Coordinate and assist City with ICC order and hearing

F. Prepare Final Plans and Specifications (Clark-Dietz Inc.)
1. Preparation of final plan sheets for the proposed improvements designed by Clark Dietz incorporating pre-final plan review comments and additional design requests.
2. Drainage Plans (assume 29 sheets)
3. Water Main Plans (assume 11 sheets)
4. Calculate and schedule quantities.
5. Prepare special provision for the project including a provision for each pay item not being constructed per IDOT Standard Specifications.
6. Plot and Submit Final Plans and Specifications.
7. QC/QA Review

G. Construction Administration (Clark-Dietz Inc.)

1. Attend Pre-Construction Meeting (assume 1 trip).
2. Assist the City of Bloomington with Contractor Questions.

H. Construction Shop Drawing Review (Clark-Dietz Inc.)
1. Review drainage and water main related pay items that require shop drawing submittals by the Contractor.

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

EXHIBIT B
PROJECT SCHEDULE

It is anticipated that the design services will be completed for a March 2023 IDOT letting and construction services will be complete by November 2024.

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

	Item	Allowable	Quantity	Contract Rate	Total
☐	Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
☐	Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
☐	Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
☒	Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	680	$0.58	$397.80
☐	Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			
☐	Vehicle Rental	Actual cost (Up to $55/day)			
☐	Tolls	Actual cost			
☐	Parking	Actual cost			
☐	Overtime	Premium portion (Submit supporting documentation)			
☐	Shift Differential	Actual cost (Based on firm's policy)			
☐	Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
☐	Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
☐	Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
☐	Project Specific Insurance	Actual Cost			
☐	Monuments (Permanent)	Actual Cost			
☐	Photo Processing	Actual Cost			
☐	2-Way Radio (Survey or Phase III Only)	Actual Cost			
☐	Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
☐	CADD	Actual cost (Max $15/hour)			
☐	Web Site	Actual cost (Submit supporting documentation)			
☐	Advertisements	Actual cost (Submit supporting documentation)			
☐	Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
☐	Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
☐	Recording Fees	Actual Cost			
☐	Transcriptions (specific to project)	Actual Cost			
☐	Courthouse Fees	Actual Cost			
☐	Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐	Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐	Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐	Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐	Testing of Soil Samples	Actual Cost			
☐	Lab Services	Actual Cost (Provide breakdown of each cost)			
☐	Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
☐					
☐					
☐					
☐					
☐					
				Total Direct Costs	$397.80

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐

	Project Criteria	Weighting
-		

Add

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐

Selection committee (titles) for this project

	Top three consultants ranked for this project in order
1	
2	
3	

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☐	☐
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☐	☐

Illinois Department of Transportation

EXHIBIT E

COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

Consultant (Firm) Name	Prepared By	Date
Hanson Professional Services Inc.	Bryce Beckstrom	9/12/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	OVERHEAD RATE	160.64%
START DATE	11/1/2022		COMPLEXITY FACTOR	
RAISE DATE	1/1/2023		% OF RAISE	2.00%
END DATE	10/31/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	11/1/2022	1/1/2023	2	8.33%
1	1/2/2023	1/1/2024	12	51.00%
2	1/2/2024	11/1/2024	10	43.35%

The total escalation = 2.68%

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

MAXIMUM PAYROLL RATE	**78.00**
ESCALATION FACTOR	**2.68%**

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$78.00	$78.00
Project Manager	$70.73	$72.63
Project Engineer	$54.48	$55.94
Engineer	$38.45	$39.48
Junior Engineer	$31.52	$32.37
Senior Technician	$41.56	$42.68
Technician	$27.52	$28.26
Party Chief	$53.03	$54.45
Instrument Man	$29.75	$30.55
Aide	$21.00	$21.56
Fiscal Manager	$57.99	$59.55
Computer Programmer	$66.96	$68.76
Clerical	$32.16	$33.02

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

SUBCONSULTANTS

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

NAME	Direct Labor Total	Contribution to Prime Consultant
Clark-Dietz, Inc.	15,069.00	1,506.90

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE 160.64%

COMPLEXITY FACTOR 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Environmental	16	706	1,135		233		2,074	2.32%
Sanitary Sewer	66	2,743	4,406		905		8,054	9.01%
Final Plans and Specifications (Hanson)	114	5,465	8,780		1,804		16,049	17.96%
Construction Administration (Hanson)	66	3,714	5,966	398	1,225		11,303	12.65%
ICC Coordination	10	604	970		199		1,773	1.98%
Final Plans and Specifications (CDI)	2	145	233		48	36,026	36,452	40.80%
Construction Administration (CDI)	2	145	233		48	3,456	3,882	4.34%
Shop Drawings Review (CDI)	2	145	233		48	8,505	8,931	10.00%
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Subconsultant DL					833		833	0.93%
TOTALS	278	13,667	21,956	398	5,343	47,987	89,351	100.00%

35,623

BLR 05514 (Rev. [illegible]21)

Cost Estimate Worksheet

The subconsultant fee has been adjusted due to 15% fixed f

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Environmental			Sanitary Sewer			Final Plans and Specifications (Hanson)			Construction Administration (Hanson)			ICC Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00	2.0	0.72%	0.56													2	20.00%	15.60
Project Manager	72.63	14.0	5.04%	3.66							6	5.26%	3.82	2	3.03%	2.20			
Project Engineer	55.94	126.0	45.32%	25.35	8	50.00%	27.97	6	9.09%	5.09	48	42.11%	23.55	56	84.85%	47.47	8	80.00%	44.75
Engineer	39.48	64.0	23.02%	9.09				48	72.73%	28.71	16	14.04%	5.54						
Junior Engineer	32.37	24.0	8.63%	2.79	8	50.00%	16.18				16	14.04%	4.54						
Senior Technician	42.68	40.0	14.39%	6.14				12	18.18%	7.76	28	24.56%	10.48						
Technician	28.26	0.0																	
Party Chief	54.45	8.0	2.88%	1.57										8	12.12%	6.60			
Instrument Man	30.55	0.0																	
Aide	21.56	0.0																	
Fiscal Manager	59.55	0.0																	
Computer Programmer	68.76	0.0																	
Clerical	33.02	0.0																	
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TOTALS		278.0	100%	$49.16	16.0	100.00%	$44.15	66.0	100%	$41.56	114.0	100%	$47.94	66.0	100%	$56.27	10.0	100%	$60.35

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Final Plans and Specifications (CDI)			Construction Administration (CDI)			Shop Drawings Review (CDI)											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00																		
Project Manager	72.63	2	100.00%	72.63	2	100.00%	72.63	2	100.00%	72.63									
Project Engineer	55.94																		
Engineer	39.48																		
Junior Engineer	32.37																		
Senior Technician	42.68																		
Technician	28.26																		
Party Chief	54.45																		
Instrument Man	30.55																		
Aide	21.56																		
Fiscal Manager	59.55																		
Computer Programmer	68.76																		
Clerical	33.02																		
TOTALS		2.0	100%	$72.63	2.0	100%	$72.63	2.0	100%	$72.63	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

Prime Consultant (Firm) Name	Prepared By	Date
Hanson Professional Services, Inc.	Sean Widener	6/23/2022

Consultant / Subconsultant Name	Job Number
Clark Dietz, Inc.	D-95-038-18

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Phase II Addendum

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	OVERHEAD RATE	180.42%
START DATE	9/1/2022		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2023		% OF RAISE	2.00%
END DATE	8/31/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	9/1/2022	1/1/2023	4	16.67%
1	1/2/2023	1/1/2024	12	51.00%
2	1/2/2024	9/1/2024	8	34.68%

The total escalation = 2.35%

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

Consultant / Subconsultant Name	Job Number
Clark Dietz, Inc.	D-95-038-18

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**78.00**
ESCALATION FACTOR	**2.35%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
P9 Principal	$78.00	$78.00
P8 Project Director	$78.00	$78.00
P7 Senior Project Manager	$78.00	$78.00
P6 Project Manager/Senior Engineer	$64.27	$65.78
P5 Project Manager/Project Engineer	$54.02	$55.29
P4 Project Engineer	$45.60	$46.67
P3 Engineer	$38.70	$39.61
P2 Engineer	$34.76	$35.58
P1 Engineer	$32.90	$33.67
T5 Senior Technician	$51.17	$52.37
T4 Project Technician	$40.53	$41.48
T3 Technician	$34.65	$35.46
T1/T2 Technician	$24.52	$25.10
A5 Administrative	$75.50	$77.27
A4/A3/A2 Administrative	$30.34	$31.05

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

Consultant / Subconsultant Name	Job Number
Clark Dietz, Inc.	D-95-038-18

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

Consultant / Subconsultant Name	Job Number
Clark Dietz, Inc.	D-95-038-18

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	240	$0.59	$140.40
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	200	$0.10	$20.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)	40	$15.00	$600.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$760.40**

EXHIBIT D

DIRECT COSTS SUPPORTING DOCUMENATION (Clark Dietz, Inc.)

HAMILTON ROAD

Vehicle Mileage

- Assume one (1) trip during final plan development and one (1) trip for preconstruction meeting.
- 2 trips at 120 miles each = 240 miles
- 240 miles @ $0.585 = ***$140.40***

Local Public Agency
City of Bloomington

County
McLean

Section Number
16-00360-00-PV

Consultant / Subconsultant Name
Clark Dietz, Inc.

Job Number
D-95-038-18

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 180.42%

COMPLEXITY FACTOR 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Final Plans and Specifications	238	11,252	20,301	$760.40	3,713		36,026	75.07%
Construction Administration	21	1,103	1,989		364		3,456	7.20%
Shop Drawings Review	61	2,714	4,896		895		8,505	17.72%
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Subconsultant DL					0		-	
TOTALS	320	15,069	27,186	760	4,972	-	47,987	100.00%

42,255

Local Public Agency
City of Bloomington

County
McLean

Section Number
16-00360-00-PV

Consultant / Subconsultant Name
Clark Dietz, Inc.

Job Number
D-95-038-18

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Final Plans and Specifications			Construction Administration			Shop Drawings Review								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
P9 Principal	78.00	0.0																	
P8 Project Director	78.00	0.0																	
P7 Senior Project Manager	78.00	0.0																	
P6 Project Manager/Senior	65.78	28.0	8.75%	5.76	20	8.40%	5.53	6	28.57%	18.79	2	3.28%	2.16						
P5 Project Manager/Projec	55.29	52.0	16.25%	8.98	40	16.81%	9.29	6	28.57%	15.80	6	9.84%	5.44						
P4 Project Engineer	46.67	114.0	35.63%	16.63	98	41.18%	19.22	4	19.05%	8.89	12	19.67%	9.18						
P3 Engineer	39.61	82.0	25.63%	10.15	78	32.77%	12.98	4	19.05%	7.54									
P2 Engineer	35.58	0.0																	
P1 Engineer	33.67	0.0																	
T5 Senior Technician	52.37	0.0																	
T4 Project Technician	41.48	40.0	12.50%	5.19							40	65.57%	27.20						
T3 Technician	35.46	0.0																	
T1/T2 Technician	25.10	0.0																	
A5 Administrative	77.27	0.0																	
A4/A3/A2 Administrative	31.05	4.0	1.25%	0.39	2	0.84%	0.26	1	4.76%	1.48	1	1.64%	0.51						
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TOTALS		320.0	100%	$47.09	238.0	100.00%	$47.28	21.0	100%	$52.50	61.0	100%	$44.49	0.0	0%	$0.00	0.0	0%	$0.00

ATTACHMENT A

SCOPE OF SERVICES (Clark Dietz, Inc.)

HAMILTON ROAD

Hanson Professional Services Inc. shall prepare contract documents for an extension of Hamilton Road from Bunn Street to Morrissey Drive (approximately 5,500 feet) in the City of Bloomington (CITY). The improvements will include an at-grade crossing of the Norfolk Southern Railroad tracks. Hamilton Road will be extended with a 20-year design section that includes a separated path for Constitution Trail and a sidewalk. Rhodes Lane improvements will include new geometry to create an intersection with proposed Hamilton Road, a new cross road pipe culvert, and a cul-de-sac eliminating the intersection of Rhodes Lane and Morrissey Drive (US 150). See aerial photograph attached to the Scope of Services to define the limits of the project.

The Project shall be designed and contract documents shall be prepared in accordance with the Illinois Department of Transportation (IDOT) Bureau of Local Road Standards for projects with Federal aid, except as may be modified or approved by IDOT or the City of Bloomington Public Works Department.

Plans will be prepared in English units (feet) using Microstation software in accordance with CAD conventions of the Illinois Department of Transportation (IDOT) in IL State Plane Coordinates (East Zone), except as modified and approved by the City of Bloomington Public Works Department.

SERVICES: The Scope of Services will be limited to the following:

A. Prepare Final Plans and Specifications
    1. Preparation of final plan sheets for the proposed improvements designed by Clark Dietz incorporating pre-final plan review comments and additional design requests.
        i. Drainage Plans (assume 29 sheets)
        ii. Water Main Plans (assume 11 sheets)
    2. Calculate and schedule quantities.
    3. Prepare special provision for the project including a provision for each pay item not being constructed per IDOT Standard Specifications.
    4. Plot and Submit Final Plans and Specifications.
    5. QC/QA Review.

B. Construction Administration
    1. Attend Pre-Construction Meeting (assume 1 trip).
    2. Assist the City of Bloomington with Contractor Questions.

C. Construction Shop Drawing Review
    1. Review drainage and water main related pay items that require shop drawing submittals by the Contractor.

CONSENT AGENDA ITEM NO. 7.N

FOR COUNCIL: October 24, 2022

WARD IMPACTED: Ward 1, Ward 2, and Ward 8

SUBJECT: Consideration and action to approve 1) a Supplemental Resolution for Improvement Under the Illinois Highway Code and 2) an Engineering Services Agreement Supplement for Motor Fuel Tax Funds for the Phase I Preliminary Design Services for Hamilton Road, from Bunn Street to Morrissey Drive, in the amount of $20,067.00, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Supplemental Resolution and Agreement Supplement be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 2a. Better quality roads and sidewalks
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: The Public Works Department is recommending approval of the Item. If approved, funding will be used to supplement the Professional Services Contract with Hanson Professional Services, Inc. The supplement includes payment for Land Acquisition services, due to new property owners, and supplemental negotiations for complex land acquisition involving possible annexations, city sewer, water services, etc. Details of the additional fees and scope changes can be found in the attached Agreement Supplement.

The result of providing the additional fee will allow for the continued acquisition of all parcels needed for the Hamilton Road Improvement Project, from Bunn Street to Morrissey Drive. The City has acquired approximately two-thirds of the parcels required for the project.

On October 26, 2015, City Council approved the original agreement for Phase I Preliminary Design Services with Hanson Professional Services in the amount of $ 986,084.52. The total cost of the Phase 1 preliminary design services will be $1,006,151.52 after the $20,067.00 supplement. The additional services are under 10 percent of the construction cost and within industry standard for design of such a project.

The extension of Hamilton Road, from Bunn Street to Morrissey Drive, has been a priority for the City of Bloomington for many years and is the remaining street segment needed to provide a continuous east-west transportation corridor south of Veterans Parkway. Per previous council approval, Phase II design is currently in progress and completing the Land Acquisition is a critical step in preparing the project for bid and construction. There is an additional council item on this same meeting agenda regarding a design supplement for

Hamilton Road. Both of these items are progressing concurrently. This project is projected go out for solicitation in the first half of 2023.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the supplemental land acquisition services will be performed at a cost of $20,067.00. Stakeholders can locate this item in the FY Proposed 2023 Budget Book titled “Other Funds & Capital Improvement Program” under the Motor Fuel Tax-Architectural & Engineering Services for Capital account (20300300-70051). Stakeholders can locate this in the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on pages 8. 223, 230, 235 and 236.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal TAQ-1. A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode. Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system. Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for consideration.

Prepared by: Steven Law, Civil Engineer II

ATTACHMENTS:
PW 1B SUPPLEMENTAL RESOLUTION Hamilton Road Bunn Street to Morrissey Drive Phase I 10242022
PW 1C AGREEMENT SUPPLEMENT Hamilton Road Bunn Street to Morrissey Drive Phase I 10242022

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type	Resolution Number	Section Number
Supplemental		16-00360-00-PV

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)

of Bloomington (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Hamilton Road	0.47	FAU 6371	Bunn Street	Morrissey Drive

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Supplemental Phase I Land Acquisition services and corresponding work.

2. That there is hereby appropriated the sum of Twenty thousand sixty-seven and 00/100 Dollars ($20,067.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Leslie Smith-Yocum (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Bloomington (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council (Governing Body Type) of Bloomington (Name of Local Public Agency) at a meeting held on October 24, 2022 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Illinois Department of Transportation

Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No

Agreement For: MFT PE

Agreement Type: Supplement

Number: 1

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
City of Bloomington	McLean	16-00360-00-PV	D-95-038-18

Project Number	Contact Name	Phone Number	Email
XAYB(639)	Craig Shonkwiler	(309) 434-2225	cshonkwiler@cityblm.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Hamilton Road		3000	

Location Termini: Bunn Street to Morrissey Drive

Add Location | Remove Location

Project Description: Phase 1 Engineering services supplement for Land Acquisition services due to new property owners and supplemental negotiations for complex takings involving possible annexations, city sewer and water services, etc.

Engineering Funding: ☒ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding: ☐ Federal ☒ MFT/TBP ☒ State ☐ Other

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☐ Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Hanson Professional Services Inc.	Kurt Bialobreski	(309) 713-1408	kbialobreski@hanson-inc.com

Address	City	State	Zip Code
7625 N. University Street, Suite 200	Peoria	IL	61614

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

☒ EXHIBIT A: Scope of Services

☒ EXHIBIT B: Project Schedule

☒ EXHIBIT C: Direct Costs Check Sheet

☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist

☒ EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
   (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
   (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
   (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:
DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
    (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
    (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
    (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
    (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
    (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
    (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
    (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

    Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.
8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

    If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

    The contractor/grantee certifies and agrees that it will provide a drug free workplace by:
        (a) Publishing a statement:
            (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
            (2) Specifying actions that will be taken against employees for violations of such prohibition.
            (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
                (a) abide by the terms of the statement; and
                (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
        (b) Establishing a drug free awareness program to inform employees about:
            (1) The dangers of drug abuse in the workplace;

(2) The grantee's or contractor's policy to maintain a drug free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

11. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Hanson Professional Services Inc.	37-0844717	$20,067.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Clark-Dietz, Inc.	37-1212051	
	Subconsultant Total	
	Prime Consultant Total	$20,067.00
	Total for all work	$20,067.00

Add Subconsultant

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type: City of Name of Local Public Agency: Bloomington

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency: Bloomington

Local Public Agency Type: City Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

Consultant (Firm) Name

Hanson Professional Services Inc.

By (Signature & Date)

Kurt N. Bialobreski

Digitally signed by Kurt N. Bialobreski
Date: 2022.09.20 11:52:35 -05'00'

Title

Assistant Vice President

By (Signature & Date)

James P. Messmore

Digitally signed by James P. Messmore
Date: 2022.09.20 10:26:02 -05'00'

Title

Sr. Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

HAMILTON ROAD: BUNN STREET TO COMMERCE PARKWAY

SERVICES: The additional Scope of Services will be limited to the following:

A. Land Acquisition
1. Additional Negotiations for parcels requiring additional services from the City, parcels with new owners, and parcels who have failed to reach an agreement with the City's requirements.

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

EXHIBIT B
PROJECT SCHEDULE

It is anticipated that this additional work will be completed by the end of 2022.

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

	Item	Allowable	Quantity	Contract Rate	Total
☐	Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
☐	Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
☐	Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
☒	Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	975	$0.58	$570.38
☐	Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			
☐	Vehicle Rental	Actual cost (Up to $55/day)			
☐	Tolls	Actual cost			
☐	Parking	Actual cost			
☐	Overtime	Premium portion (Submit supporting documentation)			
☐	Shift Differential	Actual cost (Based on firm's policy)			
☐	Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
☐	Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
☐	Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
☐	Project Specific Insurance	Actual Cost			
☐	Monuments (Permanent)	Actual Cost			
☐	Photo Processing	Actual Cost			
☐	2-Way Radio (Survey or Phase III Only)	Actual Cost			
☐	Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
☐	CADD	Actual cost (Max $15/hour)			
☐	Web Site	Actual cost (Submit supporting documentation)			
☐	Advertisements	Actual cost (Submit supporting documentation)			
☐	Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
☐	Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
☐	Recording Fees	Actual Cost			
☐	Transcriptions (specific to project)	Actual Cost			
☐	Courthouse Fees	Actual Cost			
☐	Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐	Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐	Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐	Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐	Testing of Soil Samples	Actual Cost			
☐	Lab Services	Actual Cost (Provide breakdown of each cost)			
☐	Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
☒	Title Commitments	Actual Cost	11	$100.00	$1,100.00
☒	Policies	Actual Cost	5	$800.00	$4,000.00
☐					
☐					
☐					
				Total Direct Costs	$5,670.38

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐

	Project Criteria	Weighting
-		

Add

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐

Selection committee (titles) for this project

	Top three consultants ranked for this project in order
1	
2	
3	

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☐	☐
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☐	☐

Illinois Department of Transportation

EXHIBIT E

COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

Consultant (Firm) Name	Prepared By	Date
Hanson Professional Services Inc.	Bryce Beckstrom	9/12/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	6	MONTHS	OVERHEAD RATE	160.64%
START DATE	10/1/2022		COMPLEXITY FACTOR	
RAISE DATE	1/1/2023		% OF RAISE	2.00%
END DATE	3/31/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2022	1/1/2023	3	50.00%
1	1/2/2023	4/1/2023	3	51.00%

The total escalation = 1.00%

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

MAXIMUM PAYROLL RATE	**78.00**
ESCALATION FACTOR	**1.00%**

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$78.00	$78.00
Project Manager	$70.73	$71.44
Project Engineer	$54.48	$55.02
Engineer	$38.45	$38.83
Junior Engineer	$31.52	$31.84
Senior Technician	$41.56	$41.98
Technician	$27.52	$27.80
Party Chief	$53.03	$53.56
Instrument Man	$29.75	$30.05
Aide	$21.00	$21.21
Fiscal Manager	$57.99	$58.57
Computer Programmer	$66.96	$67.63
Clerical	$32.16	$32.48

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

SUBCONSULTANTS

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

NAME	Direct Labor Total	Contribution to Prime Consultant
Clark-Dietz, Inc.		

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE 160.64% **COMPLEXITY FACTOR** 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Land Acquisition	133	4,903	7,876	5,670	1,618		20,067	100.00%
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Subconsultant DL					0		-	
TOTALS	133	4,903	7,876	5,670	1,618	-	20,067	100.00%

12,779

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Land Acquisition													
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00	2.0	1.50%	1.17	2	1.50%	1.17											
Project Manager	71.44	6.0	4.51%	3.22	6	4.51%	3.22											
Project Engineer	55.02	11.0	8.27%	4.55	11	8.27%	4.55											
Engineer	38.83	12.0	9.02%	3.50	12	9.02%	3.50											
Junior Engineer	31.84	102.0	76.69%	24.41	102	76.69%	24.41											
Senior Technician	41.98	0.0																
Technician	27.80	0.0																
Party Chief	53.56	0.0																
Instrument Man	30.05	0.0																
Aide	21.21	0.0																
Fiscal Manager	58.57	0.0																
Computer Programmer	67.63	0.0																
Clerical	32.48	0.0																
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TOTALS		133.0	100%	$36.87	133.0	100.00%	$36.87	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

CONSENT AGENDA ITEM NO. 7.O

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution approving the First Amendment to the FY 2023 Utility Maintenance Contract between the City of Bloomington and George Gildner, Inc., in the amount of $593,155.16, for the purpose of funding additional utility maintenance projects at various locations, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities
Goal 4. Strong Neighborhoods
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 2c. Functional, well maintained sewer collection system
Objective 4d. Improved neighborhood infrastructure
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: The Public Works Department is recommending approval of the Item. The proposed amendment includes funding increases for multiple line items and increases the total awarded amount to $2,629,655.16.

The Utility Maintenance program includes sanitary sewer, storm sewer, force main, pump station, water main, water services, and other City utility repairs. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews.

On May 9, 2022, Council approved a Contract with George Gildner for $2,036,500.00. The budget for the FY23 Utility Maintenance contract is $2,326,250.00, based on the bid received, which left $289,750.00 of the budgeted amount unencumbered. Of the unencumbered funds, only $246,155.16 are being requested, with Water - Lake Maintenance and Water - Mechanical Maintenance not requesting any additional funds. The remaining $347,000.00 of the $593,155.16 requested funds will come from the FY23 budgeted Van Schoick Water Main Replacement project (see below for more details). There are numerous additional repairs, maintenance items, and improvements that have been identified by staff, and there will likely be more projects that will develop during the remainder of the fiscal year. The work will be scheduled and completed as priorities are determined.

To date, projects coordinated by staff on the FY23 Utility Maintenance Contract have paid out approximately 48% or $971,175.20 of the $2,036,500.00 awarded funds for this contract. For the Water accounts, the City has used approximately 68% of the awarded funds, with the Water Transmission/Distribution fund utilizing 115% of the funds within the current purchase order. The overage was balanced by reallocating Water funds within the current

purchase order to the Water - Transmission/ Distribution Fund. Even with the transfer from Water - Mechanical Maintenance, the remaining funds from the other Water accounts on this contract are adequate to complete the anticipated FY23 maintenance projects. Based on other proposed maintenance projects, which are greater than the remaining contract value for Storm Water and Sanitary Sewer projects, staff recommends adding the unencumbered Sanitary and Storm Water funds from the FY23 Utility Maintenance budget.

The below narrative and attached financial summary chart summarize the contract finances and proposed amendment to this contract.

Water (50100120-70550) and (50100120-70051)
Staff recommends that the amendment include additional funding, in the amount of $409,278.34, for Water – Transmission/Distribution, which includes a transfer of $347,000 from funds budgeted for the Van Schoick Water Main Replacement (50100120-70051/72540) to Water – Transmission/Distribution (50100120-70550), and an additional $62,278.34 from unencumbered funds budgeted for Water – Transmission/Distribution for FY23.

The $409,278.34 of additional funds for the FY23 Utility Maintenance project would be used to cover the remaining future anticipated costs for addition Water - Transmission/Distribution expenses through the end of the fiscal year. These funds are needed to cover the costs of future water main break repairs that City Staff do not have the capability to complete. The FY23 funds have been completely depleted largely due to a break in one of the City's 30" transmission mains and also a break of a 20" water main in the downtown area. The Transmission/Distribution funds have also been used for other, various repairs within the system. The transfer of these funds will not affect the other capital projects from within this funding item. The Van Schoick Water Main Replacement project will be moved to a future fiscal year.

Water (50100140-70550) and (50100160-70550)
No additional funds are requested for Water – Lake Maintenance (50100140-70550) or Water – Mechanical Maintenance (50100160-70550) at this time.

Sanitary Sewer (5110110-70550) and (5101100-70580)
Staff recommends that the amendment include additional funding, in the amount of $104,627.62, for Sanitary Sewer – Utility Maintenance and Emergency Repair (5110110-70550) and additional funding, in the amount of $13,203.01 for Sanitary Sewer – Grading and Seeding (5101100-70580). The additional funds will come from unencumbered funds budgeted for these items for FY23.

For the first five months of this fiscal year, the contractor focused primarily on sanitary sewer work that was required to be completed prior to other projects starting, such as resurfacing and sewer lining projects, and other water transmission/distribution projects. Although the City has spent 49% of the sanitary sewer funds awarded on the existing contract to date, staff has identified more sanitary sewer projects to request the additional budgeted funds to be included in this amendment to the contract.

Storm Water (53103100-70550) and (53103100-70580)
Staff recommends that the amendment include additional funding, in the amount of $58,853.04, for Storm Water – Utility Maintenance and Emergency Repair (53103100-70550), and additional funding, in the amount of $7,193.15, for Storm Water – Grading and Seeding

(53103100-70580). The additional funds will come from unencumbered funds budgeted for these items for FY23.

Although the City has spent 14% of the storm water funds awarded on the existing contract to date, staff has identified more storm water projects to request the additional budgeted funds to be included in this amendment to the contract.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT:

If approved, the contract amendment for $593,155.16 will be paid out of the following accounts listed below. Stakeholders can locate these in the FY 2023 Budget Book titled "Other Funds Capital Improvement". Corresponding page number locations are listed after each item.

1. $409,278.34 out of Water Transmission & Distribution-Repair/Maintenance Infrastructure account (50100120-70550). Page 125.

2. $104,627.62 out of Sanitary Sewer- Repair/Maintenance Infrastructure account (51101100-70550). Page 144
3. $13,203.01 out of Sanitary Sewer-Grading & Seeding account (51101100-70580). Page 144
4. $58,853.04 out of Storm Water Maintenance-Repair/Maintenance Infrastructure account (53103100-70550). Page 151
5. $7,193.15 out of the Storm Water-Grading & Seeding Account (53103100-70580). Page 151

Amendment Total:	$ 593,155.16
Existing Contract Funding:	+ $ 2,036,500.00
New Contract Total:	**$ 2,629,655.16**

If approved, a budget transfer will also be processed to move $347,000 that was budgeted for the Van Schoick Water Main Replacement ($40,000 in Water Transmission & Distribution-Architectural & Engineering Services for Capital account (50100120-70051) and $307,000 for construction in the Water Transmission & Distribution-Water Main Construction & Improvement account (50100120-70051) to the Water Transmission and Distribution-Repair/Maintenance Infrastructure account (50100120-70550). This project will be re-budgeted in a future year by Public Works.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents, Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety, and the environment.

Respectfully submitted for consideration.

Prepared by: Ward Snarr, Civil Engineer II

ATTACHMENTS:
PW 1B RESOLUTION FY2023 Utility Maintenance Contract First Amendment 10242022
PW 1C CONTRACT FY2023 Utility Maintenance Contract First Amendment 10242022
PW 1E FINANCIAL SUMMARY FY2023 Utility Maintenance Contract First Amendment 10242022.pdf
PW 1D AMENDMENT FY2023 Utility Maintenance Contract First Amendment 10242022a_signed

RESOLUTION NO. 2023 - ___

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FY 2023 UTILITY MAINTENANCE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND GEORGE GILDNER, INC., IN THE AMOUNT OF $593,155.16

WHEREAS, the City of Bloomington ("CITY") has previously authorized a contract with George Gildner, Inc., for utility maintenance work (FY2023 Utility Maintenance, Bid No. 2022-32); and

WHEREAS, the City has $289,750.00 unencumbered funds budgeted for the FY2023 Utility Maintenance work; and

WHEREAS, the City authorizes the use of $246,155.16 of the unencumbered funds budgeted for the FY2023 Utility Maintenance work; and

WHEREAS, the City authorizes the use of $347,000.00 unencumbered funds budgeted for the FY2023 Van Schoick Water Main Replacement; and

WHEREAS, the awarded project has been utilized by George Gildner, Inc. and will require additional funds for additional repairs; and

WHEREAS, it is desirous to proceed with additional maintenance work by extending the George Gildner, Inc.'s purchase order (#20230085) through an amendment; and

WHEREAS, City staff believe it is in the best interest of the CITY to approve the amendment to the contract as the utility maintenance work is critical to maintaining the City's infrastructure and utilities; and

WHEREAS, the first contract amendment will bring the total contract amount to $2,629.655.16 with the additional $593,155.16 being added to the existing purchase order; and

WHEREAS, the amendment is germane to the original contract as signed and is in the best interest of the city and authorized by the law.

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

That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to secure the first amendment to the contract and any other necessary documents to effectuate the purchase.

PASSED this 24th day of October 2022.

APPROVED this ___th day of _____ 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

DocuSign Envelope ID: C56E9E29-A57D-45FB-B24A-E93888AFDF52

CITY OF BLOOMINGTON
CONTRACT WITH
George Gildner, Inc.
FOR
FY 2023 Utility Maintenance Project

THIS AGREEMENT, dated this 10th day of May, 2022, is between the City of Bloomington (hereinafter "CITY") and George Gildner, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFQ & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Bid #2022-32 FY 2023 Utility Maintenance Project (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. This includes Public Act 100-1177 which became effective on June 1, 2019.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: FY 2023 Utility Maintenance for the repair of Water, Sewer, and Storm Water infrastructure & related items.

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.

DocuSign Envelope ID: C56E9E29-A57D-45FB-B24A-E93888AFDF52

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 (1LCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____

Its City Manager

ATTEST:

By: _____

City Clerk

George Gildner, Inc.

By: [redacted]

Its vice president

- Steve Gildner

By: _____

Its _____

The following chart summarizes the contract finances and changes to this contract.

Fund	FY23 Budgeted Amount	Total Awarded Amount	Transferred Amount	Spent Amount	Unspent Awarded Amount	Proposed Amendment Amount	New Contract Total
Water - Trans/Dist. (50100120-70550)	$500,000.00	$437,721.66	$67,500.00 (Trans from Mech. Maint.)	$504,865.03	$356.63	$62,278.34 +$347,000.00 (From 50100120-70051 / 72540)	$914,500.00
Water - Lake Maint. (50100140-70550)	$50,000.00	$43,772.17	$0.00	$0.00	$43,772.17	$0.00	$43,772.17
Water - Mechanical Maintenance (50100160-70550)	$300,000.00	$262,632.99	-$67,500.00 (Trans to Trans/Dist.)	$0.00	$195,132.99	$0.00	$195,132.99
Van Schoick Water Main Replacement (50100120-70051 / 72540)	$347,000.00	N/A	N/A	N/A	N/A	-$347,000.00 (To 50100120-70550)	$0.00
Sanitary Sewer (51101100-70550) Utility Maintenance & Emergency Repair	$840,000.00	$735,372.38	$0.00	$402,847.89	$332,524.49	$104,627.62	$840,000.00
Sanitary Sewer (51101100-70580) Grading & Seeding	$106,000.00	$92,796.99	$0.00	$0.00	$92,796.99	$13,203.01	$106,000.00
Storm Water (53103100-70550) Utility Maintenance & Emergency Repair	$472,500.00	$413,646.96	$0.00	$63,462.28	$350,184.68	$58,853.04	$472,500.00
Storm Water (53103100-70580) Grading & Seeding	$57,750.00	$50,556.85	$0.00	$0.00	$50,556.85	$7,193.15	$57,750.00
Totals:	**$2,673,250.00**	**$2,036,500.00**	**$0.00**	**$971,175.20**	**$1,065,324.80**	**$593,155.16**	**$2,629,655.16**

FIRST AMENDMENT TO AGREEMENT FOR FY 2023 UTILITY MAINTENANCE WITH GEORGE GILDNER INC. REGARDING ADDITIONAL REPAIR COSTS

This First Amendment, made and entered into this 24th day of October, 2022 by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and George Gildner, Inc. (hereinafter "GGI"), WITNESSETH that:

WHEREAS, on May 10, 2022, an Agreement for Utility Maintenance ("Agreement") was made between the CITY and GGI for the repair of water, sewer, and storm water infrastructure and related items in various Bloomington locations;

WHEREAS, CITY and GGI have determined there is need for additional repairs not originally included in the Agreement; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to increase the amount of the Agreement by an additional FIVE HUNDRED NINETY-THREE THOUSAND, ONE HUNDRED FIFTY-FIVE DOLLARS AND 16/100 ($593,155.16) to complete additional repairs;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendment to Agreement. Section 4 shall be deleted in its entirety and replaced as follows:

Section 4. Payment & Work. The CONTRACTOR agrees to provide the work based on the unit prices in Bid #2022-32 FY 2023 Utility Maintenance Project up to the amounts set forth below and CITY agrees to pay CONTRACTOR for said work up to the amounts set as follows:

Fund / Work	Contract Total
Water – Trans/Dist.	$914,500.00
Water – Lake Maint.	$43,772.17
Water – Mechanical Maintenance	$195,132.99
Van Schoick Water Main Replacement	$0.00
Sanitary Sewer Utility Maintenance & Emergency Repair	$840,000.00

Sanitary Sewer Grading & Seeding	$106,000.00
Storm Water Utility Maintenance & Emergency Repair	$472,500.00
Storm Water Grading & Seeding	$57,750.00
Totals:	$2,629,655.16

3. In all other respects the Utility Maintenance Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Utility Maintenance Agreement in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

GEORGE GILDNER, INC

By: [redacted]
Its Representative

ATTEST:

By: [redacted]
Its Secretary

CONSENT AGENDA ITEM NO. 7.P

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution authorizing waiving the Technical Bidding Requirements and approving the Purchase of Syngenta, BASF and Bayer Chemicals from Marubeni America Corporation DBA Helena Agri Enterprises LLC, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Resolution and Purchase be approved.

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

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

BACKGROUND: Our golf courses are considered to be some of the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4 ½ star rating (out of 5) which places it alongside only six other courses in the state of Illinois in the same fee category to receive the honor. Prairie Vista received a 4 star rating while Highland Park received a 3½ star rating. Golf Digest also voted Bloomington/Normal the fifth best city to live for golf in the country. The courses regularly hosts events from throughout the state, most notably, the Illinois High School State Finals (IHSA) held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain our courses in a manner that is consistent with the expectations of our customers, we need to continue providing quality playing surfaces. One of the primary factors in providing quality playing surfaces is to keep the turf free from disease and insects, which if left untreated, have the potential to do significant damage causing damage to both the image of the courses and revenues. Best practices in the golf industry show the most efficient manner to treat turf diseases and insects is to do so in a preventative manner which minimizes chemical usage while also providing the desired turf protection.

Each year Syngenta, BASF and Bayer offer an early order program that allows the opportunity to lock in next year's prices at discounted rates. Syngenta, BASF and Bayer are the three leading primary manufacturers of chemical and fertilizer products utilized in the management of turfgrass in the golf industry. Through best practices, the golf course maintenance staff has found the products from these companies to provide the desired effects in order to provide a high level of playing conditions demanded by our golfing public. Helena Chemical has become a valued partner over their years of service to our golf operation. Helena Chemical currently provides products and services to following municipalities and golf courses: Normal, Decatur, Peoria, Springfield, Champaign and Quincy, as well Weibring Golf Club at Illinois State University and at Crestwicke Country Club in Bloomington. Entering into the early order program also guarantees the discounted

price for any additional products from these manufacturers purchased during 2023. Additionally, by participating in the early order program we are offered extended payment terms with payment not due until mid-July on all early order purchases.

Syngenta, BASF, and Bayer engage the assistance of local recognized quality turf distributors to assure the delivery, service and billing of their products. These companies operate using an agency pricing model, meaning the price of their chemicals is exactly the same regardless of the distributor chosen. These distributors are contractually obligated to offer these products at set agency prices. For 2023, we intend to utilize Marubeni America Corporation DBA Helena Chemical which is located in Warrensburg, IL. Helena Chemical will store the products on their site and deliver to us on an as needed basis saving us space in our golf maintenance facilities. Helena Chemical's local dealership manager is a former golf course superintendent who has worked diligently for us over the years to help improve our golf courses.

There is no statewide contract available for the procurement of these chemicals. The deadline to enter this program is December 8, 2022. However, maximum discounts are given when products are ordered by October 31st. While other "turf" chemicals are available, our experience is the cost savings realized in the "unit price" of the purchase price are lost as a result of the additional applications that are needed to be as effective as the Syngenta, BASF, and Bayer products have proven through field experience. These products provide the weed, fungus and insect free turf that our customers expect to have when using our City golf courses. Staff is requesting to continue to participate in the Early Order Program for an amount up to $200,000 with an approximate savings of $25,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The golf courses annually spend approximately $200,000 on chemicals and conservatively will realize savings of approximately $25,000 by participating in this early buy program. Funds will be included in the FY 2024 Proposed Budget in Highland Park (56406400-70590), Prairie Vista (56406410-70590) & The Den at Fox Creek Golf Course (56406420-70590) from the Other Repair & Maintenance accounts.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Jason Wingate, Superintendent of Golf

ATTACHMENTS:
P&R 1B - RESOLUTION Bid Waiver Helena Chemicals
P&R 1C - LETTER OF UNDERSTANDING Helena
P&R 1D - PROGRAM DETAILS Early Order Chemicals

RESOLUTION NO. 2022 - ___

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF SYNGENTA, BASF AND BAYER CHEMICALS FROM MARUBENI AMERICA CORPORATION DBA HELENA AGRI ENTERPRISES LLC

WHEREAS, the City of Bloomington has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, to ensure the reliable provision and results that keep the turf free from disease and insects (which if left untreated, have the potential to do significant damage), the best manner to treat turf diseases and insects is to do so preventatively; and

WHEREAS, by allowing the City to enter into an Early Order Program for procurement of the chemicals and fertilizer the City will realize a savings of approximately $25,000.

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

That the recitals set forth above are incorporated herein, the technical bidding requirement waived, and the City Manager or designated representative be authorized to enter the City into the Early Order Program for up to $200,000 with an approximate savings of $25,000 dependent on how much is needed, and authorized to execute any necessary documents to effectuate the purchase.

PASSED this 24th day of October 2022.

APPROVED this 24th day of October 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

People…Products…Knowledge…

Helena Agri-Enterprises
Steve Mulvey
9 Isabelle Drive
Auburn, IL 62615
Cell: (217) 725-4160
Fax: (217) 438-6432

10/11/2022

City of Bloomington

To Whom it May Concern,

This letter is to confirm that Helena Agri Enterprises understands that the chemicals ordered during the 2023 Early Order Program are dependent on funds being approved for Fiscal Year 2024.

If you have any questions, please give me a call. My cell is 217-725-4160.

Thank you!
Sincerely,

Steve Mulvey

STOCK UP and *take control of next year,*

with savings on innovative turf management solutions.

Fall Solutions

From October 1 - December 5, 2022, get discounts on the latest innovations and agronomic solutions from Bayer. With four ways to save, the Fall Solutions program offers the best deals on the essential products you need to take control and perform at your best next year.

From Oct. 1—Dec. 5 save in 4 different ways

Off-invoice volume discounts, select product rebates, agronomic pairing incentives, NOW/Fall Purchase Tier Rebates.

June 2, 2023 payment terms on Fall program purchases

Easily Calculate Your Savings Solutions

Visit es.bayer.us/fall-solutions to enroll in our rewards program and download an easy-to-use calculator spreadsheet

Reinders
reinders.com/eop

*Rebates paid as My Bayer Rewards (MBR) points; members can redeem points for thousands of catalog items, company checks and/or distributor credits

See next page for full details

STRAIGHT
FORWARD
POWER MEETS SIMPLICITY FOR YOUR
MOST SUCCESSFUL SEASON YET.
BASF
We create chemistry

TAKE YOUR SAVINGS TO THE NEXT LEVEL

GreenTrust365.com/Golf

Maximize your budget and your turf quality when you order between **October 1 – December 8, 2022**. Save even more with the enhanced Plan it Your Way rebate (now includes Ference® and Provaunt® WDG insecticides) and Ference volume pricing.

Yearlong Rebates
Spend at least $5,000 on Qualifying Products during the Early Order Period to lock in your yearlong rebate: October 1, 2022 – September 30, 2023.

GT Bonus Booster
It's easy, a $5,000 purchase earns additional rebates in October.

SummerPay™
Keep your cash flow in check by deferring payment on purchases made during the Early Order Period until June 20, 2023.

ENHANCED: Plan it Your Way
See page 4 on how to earn up to an additional 12% back during the Early Order Period.

Pallet Solutions
Apply intelligently with the right mix of products for almost any facet of your agronomic program. You can save up to an **additional 22%** from a selection of Pallet Solutions, making it easy to meet your minimum order requirement on Qualifying Products.

Product Assurances
Protect your course with confidence through expert application recommendations and performance guarantees.

Multipaks
Save even more on complementary products delivered in convenient multipaks.

GreenTrust® 365

syngenta®

Golf and Sports Turf

@SyngentaTurf

CONSENT AGENDA ITEM NO. 7.Q

FOR COUNCIL: October 24, 2022

WARD IMPACTED: Ward 3 and City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Approving a Second Amendment to Economic Incentive Agreement by and between the City of Bloomington, Illinois and Toastman Group II, Inc., as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington
Objective 3c. Revitalization of older commercial homes

BACKGROUND: Toastman Group II, Inc is the owning entity for the development known as "Egg Republic", located at 511 Chancellor Drive. On April 25th, 2022, City Council approved the Economic Incentive Agreement by and between the City of Bloomington, Illinois and Toastman Group II, Inc. As structured, the incentive Agreement will be fulfilled (i) once the total reimbursement equals 20% of the total project cost, $158,500, or (ii) August 31, 2027, whichever comes first.

It also included the obligation of the Developer, Toastman Group II, Inc, to present a plan to the City specifying the improvements to be made, which Toastman Group II, Inc has fulfilled. Additionally, Toastman Group II, Inc must obtain a certificate of occupancy from the City on or before August 31, 2022, and to renovate 511 Chancellor Drive in order to open the Business on or before August 31, 2022, unless delayed by Force Majeure. Force Majeure being causes beyond the reasonable control of the Developer.

A First Amendment to this Agreement was approved by City Council on August 23, 2022, allowing Toastman Group II, until or on October 31, 2022, to obtain a Certificate of Occupancy, and until or on October 31, 2022, to open the Business. This delay qualified under Force Majeure, being outside of the reasonable control of the Developer, due to the COVID-19 pandemic, local building conditions, and other world events. Delays in supply chains for both labor and building materials, have continued to negatively impact the project, making it difficult to get the necessary materials and staff to complete the renovation of the property resulting in the need for a second amendment to the Agreement.

The Second Amendment extends the date to obtain a Certificate of Occupancy and the date to open the Business to be on or before January 3, 2023. The date of reimbursement from the City to the Developer will be changed from March 31 of each year to June 30 of each year, as the Business would not generate any tax amount to be reimbursed until the first

quarter of 2023. The term date of the Agreement has also been changed from (i) a total reimbursement of $158,500, or (ii) March 31, 2028, to (i) a total reimbursement of $158,500, or (ii) June 30, 2028. These changes are in response to the extensions to the opening of the Business and do not change the amount, nor the intent, of the Agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This Amendment provides additional time for the Business to complete renovations, hire and train staff, and open a new business within the City of Bloomington. Without this time extension, the Incentive Agreement passed by City Council on April 25th, 2022, would become null and void, leaving a financial gap in the project financing and making the project financially unviable.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: ED-4 Enhance the image of Bloomington as a business friendly community. ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City. ED-4.5 Identify and reduce barriers for local growth and economic development.

Respectfully submitted for consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:
E&CD 4B ORDINANCE Egg Republic Second Amendment
E&CD 4C 2ND AMENDMENT AGREEMENT Egg Republic Economic Incentive 10242022
E&CD 4D EXECUTED AGREEMENT Egg Republic Economic Incentive 10242022
E&CD 4E FIRST AMENDMENT EXECUTED Egg Republic Econ Incentive Agreement

ORDINANCE NO. 2022 - ___

AN ORDINANCE APPROVING A SECOND AMENDMENT TO ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND TOASTMAN GROUP II, INC

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

WHEREAS, on April 26, 2022, the City approved an Economic Incentive Agreement (Agreement) with Toastman Group II, Inc. (hereinafter "Developer") related to the redevelopment of 511 Chancellor Drive in Bloomington, Illinois (hereinafter "Redevelopment"); and

WHEREAS, on August 23, 2022, the City approved a First Amendment with the developer due to labor and supply chain delays preventing the Developer from receiving a certificate of occupancy; and

WHEREAS, the Developer continues to have issues related labor shortages and is seeking a delay for the opening of the Redevelopment.

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

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

SECTION 2. The Second Amendment to Economic Incentive Agreement by and between the City of Bloomington, Illinois and Toastman Group II, Inc. is hereby approved.

SECTION 3. 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 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance shall be effective after the date of its publication as required by law.

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

PASSED this 24th day of October 2022.
APPROVED this ____ day of October 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

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SECOND AMENDMENT TO ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND TOASTMAN GROUP II, INC

This Second Amendment, made and entered into this 24th day of October, 2022, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and TOASTMAN GROUP II, INC, (hereinafter "DEVELOPER"), WITNESSETH that:

WHEREAS, on April 26, 2022, an Economic Incentive Agreement ("Agreement") was made between CITY and DEVELOPER for reimbursement of 50% of both Municipal Sales tax revenue and Food and Business tax revenue to assist in the redevelopment of 511 Chancellor Drive, Bloomington, Illinois ("Subject Property"); and

WHEREAS, on August 23, 2022, a First Amendment ("First Amendment") was made to the Agreement due to a delay preventing DEVELOPER from receiving a certificate of occupancy for the Subject Property; and

WHEREAS, there has been a continued delay preventing DEVELOPER from receiving a certificate of occupancy for the Subject Property; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to extend the occupancy date; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

Section 1. **Recitals.** The recitals set forth above shall be incorporated into the terms and conditions of this Second Amendment as if fully set forth herein.

Section 2. **Amendments.** The Agreement shall be amended as set forth in this Section.

A. Section 2(B) of the Agreement shall be amended as follows:

> On or before June 30, 2022 the Developer shall present a plan to the City specifying the improvements to be made to the Subject Property for its approval and within thirty (30) days of approval by the City, the Developer shall have obtained all permits necessary pursuant to all applicable City Codes and laws of the State; commence construction of the Project in a good and workmanlike manner in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois; and, continue construction until completion and obtain a certificate of occupancy from the City on or before ~~October 31, 2022~~ January 3, 2023.

B. Section 2(C)of the Agreement shall be amended as follows:

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The Developer covenants and agrees to renovate the Subject Property in order to open the Business, to be called Egg Republic, on or before ~~October 31, 2022~~ January 3, 2023, unless delayed by Force Majeure as described in Section 6 and further covenants and agrees to continue to operate for a period not less than five (5) years.

C. Section 3(A) of the Agreement shall be amended as follows:

Provided that the Developer has satisfied the requirements as stated in Section 2 and commenced construction and obtaining a certificate of occupancy for the Business on or before ~~August 31, 2022~~ January 3, 2023, the City hereby covenants and agrees to annually reimburse the Developer in amounts equal to fifty percent (50%) of the Municipal Sales Tax revenue and fifty percent (50%) of the Food & Beverage Tax revenue (together known as the "Tax Revenue") generated by the project and collected by the Illinois Department of Revenue from "Egg Republic" over a period not to exceed (i) $158,500 or (ii) 5 years, whichever comes sooner. The first rebate being June 30, 2023 ~~March 31, 2023~~, for Tax Revenue for the 2022 calendar year and first quarter of calendar year 2023. It is understood and agreed that the sales tax to be rebated shall include Municipal Use and Occupation Taxes distributed to the City by the Illinois Department of Revenue pursuant to the Use Tax Act and the Retailers' Occupation Tax Act of the State of Illinois (the "Municipal Sales Tax") and the sales taxes remitted by the Developer directly to the City (Prepared Food & Beverage Tax and Package Liquor Tax) (the "Food and Beverage Tax"). The rebate to the Developer on or before June 30, 2023 ~~March 31, 2023~~, shall include Tax Revenue generated by the Business and distributed to the City for calendar year 2022, and first quarter of calendar year 2023.

D. Section 3(C) of the Agreement shall be amended as follows:

The first payment shall be made to the Developer on or before June 30, 2023 ~~March 31, 2023~~ and annually on or before June 30th ~~March 31st~~ each year thereafter of Tax Revenue distributed to the City for the prior calendar year until the first to occur (i) the Developer has received a total of $158,500; or (ii) the Developer has received the Tax Revenue accrued for the period ending January 3, 2028 ~~August 31, 2027~~, payable June 30, 2028 ~~March 31, 2028~~.

E. Section 4 of the Agreement shall be amended as follows:

Unless earlier terminated pursuant to Section 15 hereof, the term of this Agreement shall commence on May 31, 2022 and shall run until the first to occur of (i) the Developer receiving total payments from

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the City in the amount of $158,500, or (ii) June 30, 2028 ~~March 31, 2028~~.

Section 3. **Force & Effect.** In all other respects the Economic Incentive Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for Economic Incentive in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

TOASTMAN GROUP II, INC

By:[redacted] _____
Its Representative

ATTEST:

By:_____
Its Secretary

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ECONOMIC INCENTIVE AGREEMENT
by and between
THE CITY OF BLOOMINGTON, ILLINOIS
and
Toastman Group II, Inc

THIS ECONOMIC INCENTIVE AGREEMENT is entered into this 26th day of April 2022, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the "*City*"), and Toastman Group II, Inc., doing business as Egg Republic (the "*Developer*").

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6a) of the Constitution of the State of Illinois of 1970 and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Mayor and City Council (the "*Corporate Authorities*") have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business and housing in order to enhance the City's tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and,

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, deteriorating

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buildings and/or deteriorating common areas; which factors, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and,

WHEREAS, the City has determined that the area located in the vicinity of S. Hershey Rd and Illinois State Route 9, is an important commercial center of the City and its appearance and operations are essential to the business strength of the City; and,

WHEREAS, the Developer has entered into a lease agreement for a term of no less than five (5) years for the property located at 511 Chancellor Drive, Bloomington, Illinois (the "*Subject Property*") and has approached the City with a proposal to redevelop the Subject Property, which has been vacant for several years for the purpose of redeveloping the building into a breakfast and lunch restaurant (the *"Business");* and,

WHEREAS, the Developer has advised the City that in order to proceed to redevelop the Subject Property, it shall be required to undertake substantial improvements thereto (the "*Project*"), thereby incurring extraordinary costs and has requested financial assistance from the City due to such extraordinary costs; and,

WHEREAS, the Corporate Authorities have reviewed the proposal from the Developer and the commitments to undertake the Project on the part of the Developer and have determined that it is in the best interest of the City and the health, safety and welfare of its residents, for the City to provide some financial assistance to the Developer for the extraordinary costs to be incurred in connection with the Project, upon the terms, conditions and limitations as hereinafter set forth.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

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Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as though restated in this Section.

Section 2. Obligations of the Developer.

A. On or before May 31, 2022 the Developer covenants and agrees to deliver to the City an executed lease for the Subject Property for a term of no less than five (5) years.

B. On or before June 30, 2022 the Developer shall present a plan to the City specifying the improvements to be made to the Subject Property for its approval and within thirty (30) days of approval by the City, the Developer shall have obtained all permits necessary pursuant to all applicable City Codes and laws of the State; commence construction of the Project in a good and workmanlike manner in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois; and, continue construction until completion and obtain a certificate of occupancy from the City on or before August 31, 2022.

C. The Developer covenants and agrees to renovate the Subject Property in order to open the Business, to be called Egg Republic, on or before August 31, 2022, unless delayed by Force Majeure as described in Section 6 and further covenants and agrees to continue to operate for a period not less than five (5) years.

D. Developer covenants that an investment of approximately $792,500.00 shall be made to renovate the Project and commence operation of the Business.

E. Developer covenants and agrees, throughout the term of this Agreement to maintain the Subject Property and operate the Business in conformance with all applicable City Codes and laws of the State of Illinois.

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F. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq*. (the "*Prevailing Wage Act*"), if and to the extent the Developer's receipt of funds from the City pursuant to this Agreement causes the Developer to become subject to the Prevailing Wage Act.

Section 3. Obligations of the City to Reimburse the Developer.

A. Provided that the Developer has satisfied the requirements as stated in Section 2 and commenced construction and obtaining a certificate of occupancy for the Business on or before August 31, 2022, the City hereby covenants and agrees to annually reimburse the Developer in amounts equal to fifty percent (50%) of the Municipal Sales Tax revenue and fifty percent (50%) of the Food & Beverage Tax revenue (together known as the "*Tax Revenue*") generated by the project and collected by the Illinois Department of Revenue from "Egg Republic" over a period not to exceed (i) $158,500 or (ii) 5 years, whichever comes sooner. The first rebate being March 31, 2023, for Tax Revenue for the 2022 calendar year. It is understood and agreed that the sales taxes to be rebated shall include Municipal Use and Occupation Taxes distributed to the City by the Illinois Department of Revenue pursuant to the Use Tax Act and the Retailers' Occupation Tax Act of the State of Illinois (the "Municipal Sales Tax") and the sales taxes remitted by the Developer directly to the City (Prepared Food & Beverage Tax and Package Liquor Tax) (the "Food and Beverage Tax"). The rebate to the Developer on or before March 31, 2023, shall include Tax Revenue generated by the Business and distributed to the City for calendar year 2022.

B. In no event shall the taxes generated by any other restaurant operated by the Developer or transferred to the City from any other Illinois Business Tax number be included when calculating the Tax Revenue.

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C. The first payment shall be made to the Developer on or before March 31, 2023 and annually on or before March 31st each year thereafter of Tax Revenue distributed to the City for the prior calendar year until the first to occur (i) the Developer has received a total of $158,500; or (ii) the Developer has received the Tax Revenue accrued for the period ending August 31, 2027, payable March 31, 2028.

D. In the event the Developer ceases to operate the Business at the Subject Property at any time during the term of this Agreement, other than a temporary cessation of operations for reasonable business purposes such as remodeling or as a result of a Force Majeure, the Developer covenants and agrees to repay the City for amounts paid by the City under the terms of this Agreement according to the following schedule:

Year of Termination of Operations	Percentage of Prior Amounts Received by Developer to be Repaid to City
2022	100%
2023	100%
2024	80%
2025	60%
2026	40%
2027	20%

E. The City shall treat this Agreement as an agreement to share or rebate occupation taxes and shall timely comply with the reporting requirements of 65 ILCS § 5/8-11-21.

Section 4. Term.

Unless earlier terminated pursuant to Section 15 hereof, the term of this Agreement shall commence on May 31, 2022 and shall run until the first to occur of (i) the Developer receiving total payments from the City in the amount of $158,500, or (ii) March 31, 2028.

Section 5. No Liability of City to Others for Developer's Expenses.

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The City shall have no obligations to pay costs of the Project or to make any payments to any person other than the Developer, or its successors or assigns, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the construction and development of the Project.

Section 6. Time; Force Majeure.

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of such party's obligations to be performed under this Agreement, if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events occurs or either party claims that such an event occurred, the party to whom such claim is made shall investigate and consult with the party making such claim, and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 7. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld.

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Section 8. Developer Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer, or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor, agent, or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer, or materialman, from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer, or one of its subcontractors, agents, or employees). The Developer shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials, or employees in any such action, the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees, or contractors.

Section 9. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

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Section 10. Severability.

If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement, or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 11. Notices.

All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party, or an officer, agent, or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

ALL ABOUT CO
[redacted]
FRANKLIN PARK IL 60131 email: [redacted]
P: [redacted]

With a copy to:

To the City:

Tim Gleason, City Manager
City of Bloomington
115 E. Washington St.
Bloomington, Illinois 61701

With copies to:

Kathleen Field Orr
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

City of Bloomington
Attn: Legal Department
115 E. Washington St.
Bloomington, IL 61701

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Section 12. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 13. No Joint Venture, Agency, or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 14. No Discrimination – Construction.

The Developer, or its successors or assigns, agrees that with respect to the development of the Project it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the City, setting forth the provisions of this nondiscrimination clause.

Section 15. Remedies – Liability.

(a) If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating any failure on the

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Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer has shown diligent efforts to proceed with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement.

(c) If prior to completion of the Project, any voluntary or involuntary petition or similar pleading under any section of any bankruptcy or insolvency act shall be filed by or against the Developer; or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts; or the Developer makes an assignment for the benefit of its creditors; or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property; the City may elect, but is not required to, terminate this Agreement with or without notice, to the extent

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permitted by law and enforceable under applicable federal bankruptcy laws. At such time, repayment by the Developer of funds issued by the City as outlined in Section 3(D) shall commence. In order to terminate this Agreement for any reason described in this sub-section (c), the City's sole obligation shall be to record a Certificate of Default with the McLean County Recorder's Office, executed by the Mayor or the City Manager, stating that this Agreement is terminated pursuant to the provisions of this Section 16(c), in which event this Agreement shall *ipso facto* automatically become null and void and of no further force and effect.

(d) If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City has shown diligent efforts to proceed with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(e) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct, or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to, the equitable remedy of an action for specific performance; provided, however, no recourse for any claim under or upon any obligation contained in this Agreement shall be had

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against the City, its officers, agents, attorneys, representatives, or employees, in any amount or in excess of any specific sum agreed to be paid by the City pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives, or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

(f) The rights and remedies of the parties are cumulative and the exercise by a party of one or more such rights or remedies shall not preclude the exercise, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

(g) This Agreement and all matters pertaining hereto shall be governed by Illinois law and any dispute arising therefrom shall be litigated in McLean County, Illinois, the county wherein the Subject Property is located.

Section 16. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the City approving the amendment, as provided by law, and by execution of the amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the Project.

Section 17. Freedom of Information Act.

This Agreement is subject to the Freedom of Information Act (FOIA).

Section 18. Counterparts.

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This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

City of Bloomington, McLean County, an Illinois municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

Toastman Group II, Inc an Illinois Incorporated Business

By: [redacted]
President

Attest:

[redacted]
Secretary

DocuSign Envelope ID: A4428B7F-EC14-4C83-8A4F-886D3E526A58

FIRST AMENDMENT TO ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND TOASTMAN GROUP II, INC

This First Amendment, made and entered into this 23rd day of August, 2022, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and TOASTMAN GROUP II, INC, (hereinafter "DEVELOPER"), WITNESSETH that:

WHEREAS, on April 26, 2022, an Economic Incentive Agreement ("Agreement") was made between CITY and DEVELOPER for reimbursement of 50% of both Municipal Sales tax revenue and Food and Business tax revenue to assist in the redevelopment of 511 Chancellor Drive, Bloomington, Illinois ("Subject Property"); and

WHEREAS, there has been a delay preventing DEVELOPER from receiving a certificate of occupancy for the Subject Property; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to extend the occupancy date; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendment to Agreement. Section 2(B) of the Agreement shall be amended as follows:

> "B. On or before June 30, 2022 the Developer shall present a plan to the City specifying the improvements to be made to the Subject Property for its approval and within thirty (30) days of approval by the City, the Developer shall have obtained all permits necessary pursuant to all applicable City Codes and laws of the State; commence construction of the Project in a good and workmanlike manner in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois; and, continue construction until completion and obtain a certificate of occupancy from the City on or before ~~August 31, 2022~~October 31, 2022."

3. Amendment to Agreement. Sections 2(C)of the Agreement shall be amended as follows:

> "C. The Developer covenants and agrees to renovate the Subject Property in order to open the Business, to be called Egg Republic, on or before ~~August 31, 2022~~October 31, 2022, unless delayed by Force Majeure as described in Section 6 and further covenants and agrees to continue to operate for a period not less than five (5) years."

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4. In all other respects the Economic Incentive Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for Economic Incentive in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

TOASTMAN GROUP II, INC

By: [redacted]
Its Representative

ATTEST:

By: _____
Its Secretary

CONSENT AGENDA ITEM NO. 7.R

FOR COUNCIL: October 24, 2022

WARD IMPACTED: Ward 4

SUBJECT: Consideration and action on an Ordinance approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 1035 E. Front Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 5. Great Place - Livable, Sustainable City
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: The Petitioner, Brein Stinson, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 1035 E. Front Street.

Summary of Request:

- Lawful continuation of Chicken-keeping with a chicken coop and fenced enclosure in the rear yard, to keep no more than four egg-laying hens.
- The proposed location of the coop meets the minimum setback requirements of 10 feet from side and rear property lines.
- The Petitioner will store the food in sealed containers within the garage.
- No roosters or chickens for slaughter will be kept.

On Wednesday, September 21, 2022, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval of a Special Use Permit, and voted 5-0 to recommend approval of the Special Use Permit to the City Council, with no conditions.

For more detailed information, please see the attached Staff Memorandum to the Zoning Board of Appeals and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Friday, September 2, 2022, and courtesy notices were mailed to 92 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and**

objectives of the Bloomington Comprehensive Plan 2035: HL-5.1 (Encourage local food production) and HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents).

Respectfully submitted for consideration.

Prepared by: Glen Wetterow, City Planner

ATTACHMENTS:
E&CD 2B Ordinance 102422
E&CD 2C Staff Report SP-13-22
E&CD 2D DRAFT Minutes SP-13-22

ORDINANCE NO. 2022-_____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-1C (SINGLE-FAMILY RESIDENCE) DISTRICT FOR THE PROPERTY LOCATED AT 1035 E. FRONT STREET

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for the keeping of chickens for the property located at 1035 E. Front Street legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a site plan, illustrated in Exhibit "B", and hereinafter referred to as "Plan"; and

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Zoning Board of Appeals, following said public hearing, made findings of fact that such Special Use meets the standards for granting a Special Use set forth in Bloomington City Code § 44-1707; and

WHEREAS, the Bloomington Zoning Board of Appeals voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and allow this Special Use.

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

Section 1. That the above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

Section 2. The City Council adopts the findings of fact of the Zoning Board of Appeals and hereby approves the Special Use Permit for Chicken-Keeping for the property at 1035 E. Front Street, legally described in Exhibit "A".

Section 3. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 4. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 24th day of October 2022.

APPROVED this _____ day of October 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

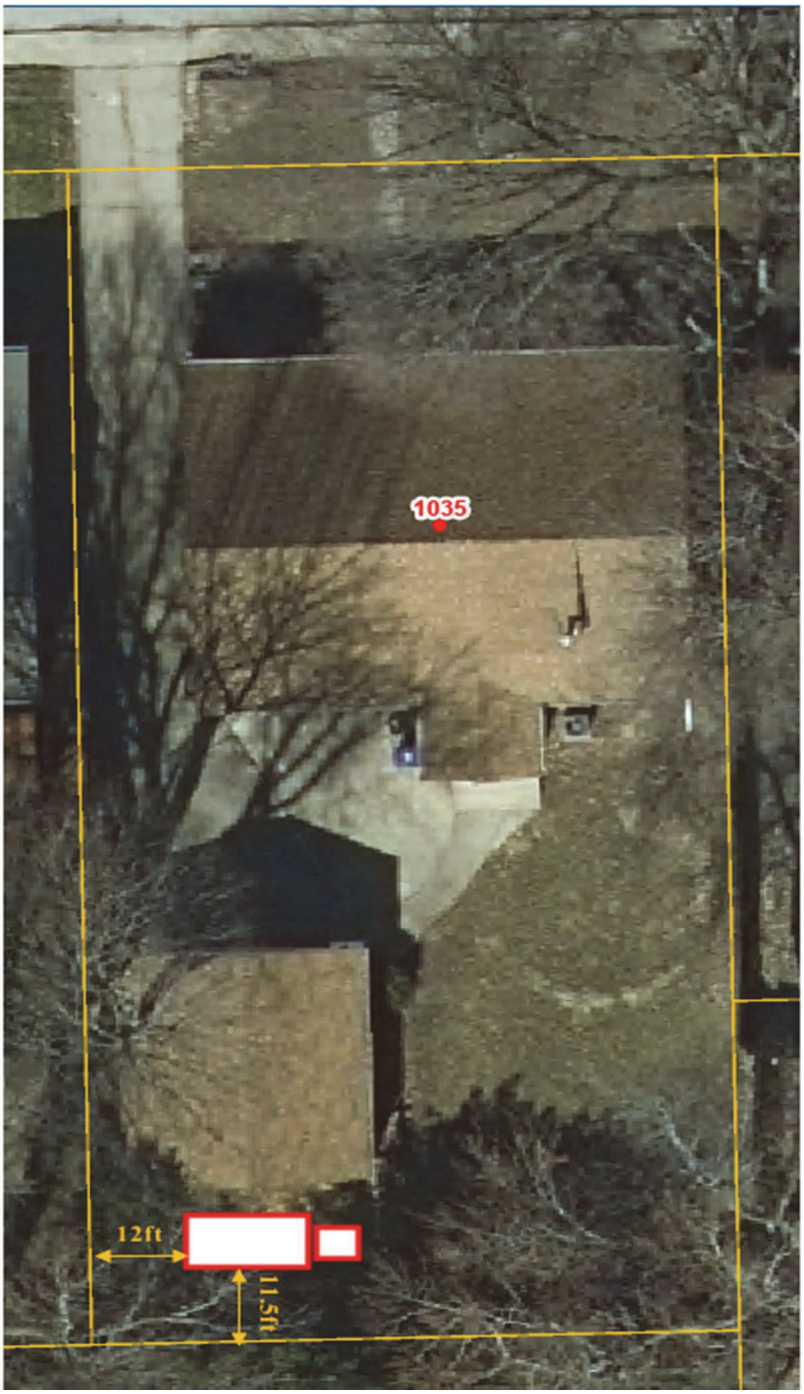
EXHIBIT A

Legal Description

Lot 41 in E Rogers' Addition to the City of Bloomington, in McLean County, Illinois.
PIN: 21-03-307-019

EXHIBIT B

Site Plan



ZONING BOARD OF APPEALS

TO:	ZONING BOARD OF APPEALS
FROM:	Economic & Community Development Department
DATE:	September 21st, 2022
CASE NO:	SP-13-22, Special Use Permit for Chicken-Keeping
REQUEST:	Public hearing, review, and action on a petition submitted by Brein Stinson for approval of a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 1035 E. Front Street. PIN: 21-03-307-019.

BACKGROUND

Petitioners' request:
The Petitioner seeks a Special Use Permit to allow Chicken-Keeping in the R-1C (Single-Family Residence), per § 44-1011, which states "On lots less than or equal to one acre with a primary use of a single-family or two-family dwelling, the keeping of up to four chickens may be permitted as an accessory use…" No variations to the code are requested.

The Petitioner erected a chicken coop and fenced in run in her backyard to keep chickens, for the purposes of a food source (eggs), and was subsequently informed by Code Enforcement that chicken-keeping requires a Special Use Permit in the City of Bloomington. The Petitioner submitted an application for the subject permit and seeks to lawfully continue chicken-keeping as an accessory use on her property.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Friday, September 2, 2022. Courtesy notices were mailed to 92 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:
The property at 1035 E. Front Street consists of 0.17 acres of land on E. Front Street located near the intersection of E. Front Street and N. State Street in the E. Rogers Addition Subdivision. It is improved with a single-family home with detached garage. The rear yard of this property, where the coop will be located, is entirely screened by a wooden fence.
Surrounding Zoning and Land Uses:

	Zoning	Land Uses
North	C-1 (Mixed Residence) District	Funeral Home
South	R-3A (Multiple-Family Residence) District	Multi-Family Dwelling Units
East	R-1C (Single-Family Residence) District	Single-Family Dwelling Units
West	R-1C (Single-Family Residence) District	Single-Family Dwelling Units

Description of Current Zoning District:
The R-1C (Single-Family Residence) District is intended to provide primarily for the establishment of areas of higher density single-family detached dwelling units while recognizing the potential compatibility of two-family dwelling units as special uses. Densities of approximately eight dwelling units per acre are allowed [...] (§ 44-401C).

Subject Code Requirements:
§ 44-402B. "Allowed Uses Table" indicates Chicken Keeping is permitted as Special Use in the R-1C District.

§ 44-1011 [Ch. 44, 10-11] Chicken-Keeping (Use Provisions)

A. On lots less than or equal to one acre with a primary use of a single-family or two-family dwelling, the keeping of up to four chickens may be permitted as an accessory use and shall comply with Chapter 8 and Chapter 22 of the Bloomington Code, 1960, as amended […]

Chapter 8 (Animals and Fowl) and Chapter 22 (Health and Sanitation) of the City Code will also apply once the permit has been approved.

STANDARDS FOR REVIEW

The Board of Zoning Appeals (ZBA) shall hold at least one administrative public hearing on any proposed Special Use and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Special Use meets all of the Standards of Approval listed in § 44-1707H and discussed below.

Special Use Permit to allow Chicken-Keeping in the R-1C (Single-Family Residence) District

1. **The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.**

   The chickens will be located at least 10 feet away from all neighboring properties; the provided site plan meets the setback requirements of § 44-1011. The Petitioner intends to store the food in sealed buckets in the detached garage on the property. Chapters 8 & 22 of the City Code provide enforcement mechanisms, should the coop and enclosure fall into disrepair. ***Standard is met***.

2. **The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

   The Special Use should not impair normal use and enjoyment of the surrounding properties. The coop is entirely screened by the existing fencing and additional fencing has been provided to keep the chickens contained within the property. The Special Use would contribute to Goal HL-5.1 (Encourage local food production), and HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents) of the 2035 Comprehensive Plan. ***Standard is met***.

3. **The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.**

   The location of the coop meets the minimum setback requirements from the side and rear property lines. The portion of the property where the coop will be placed is entirely screened from neighbors by a structure and fencing. The coop and run are movable and, should the petitioner move, can be easily removed from the property. The Code defines Chicken-keeping as an appropriate accessory use for single-family dwellings, and this petition would not impede the normal and orderly development of surrounding properties in any way that was not already weighed—and determined to be appropriate—by the existence of the Special Use in the Code. ***Standard is met***.

4. **Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.**

   The property is served by City utilities and roads; no change to facilities is necessary as part of this Special Use Permit. ***Standard is met***.

5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

   Ingress and egress are provided by existing conditions; no change is expected as the result of the Special Use Permit. ***Standard is met***.

6. **The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.**

   The proposed Special Use is subject to, and conforms with, both the use provisions for Chicken-Keeping as stated in Chapter 44, 10-11 and the regulations of the R-1C (Single-Family Residence) District. In addition, Special Use Permits are enforceable and revokable, should such use become a nuisance, be destroyed, or cease operations for a specific period. The Petitioner does allow the chickens to occasionally free range within the fully fenced

in back yard; additional fencing was added to ensure the chickens do not leave the property. ***Standard is met***.

STAFF RECOMMENDATION

Staff finds that the application meets all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

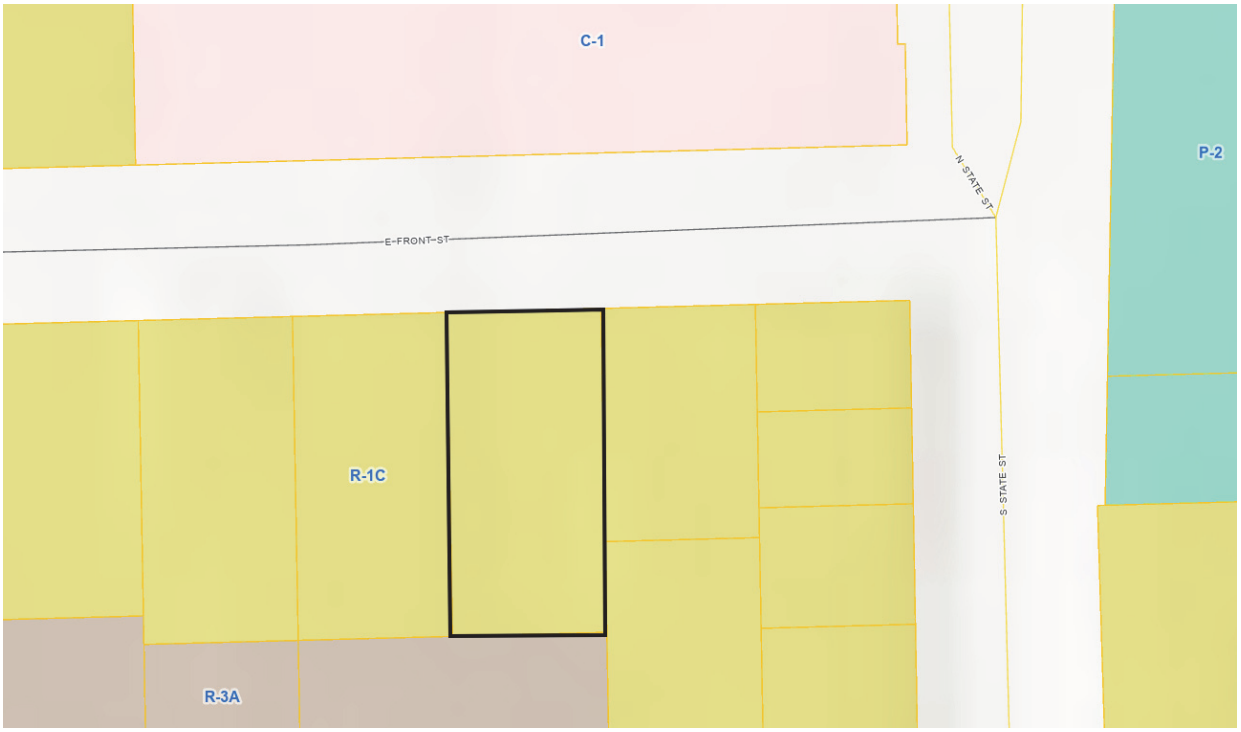
Motion to establish findings of fact that all **standards for approval** of a Special Use Permit **are met**, and to **recommend approval** of the petition with no conditions.

Respectfully submitted,
Glen Wetterow
City Planner

Attachments:

1. Zoning Map
2. Aerial Image(s)
3. Ground-Level View
4. Petitioner-Submission - Description of Project
5. Site Plan
6. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image(s)

Attachment 3- Ground-Level View (s)

S

E

Attachment 4 – Petitioner-Submission – Description of Project

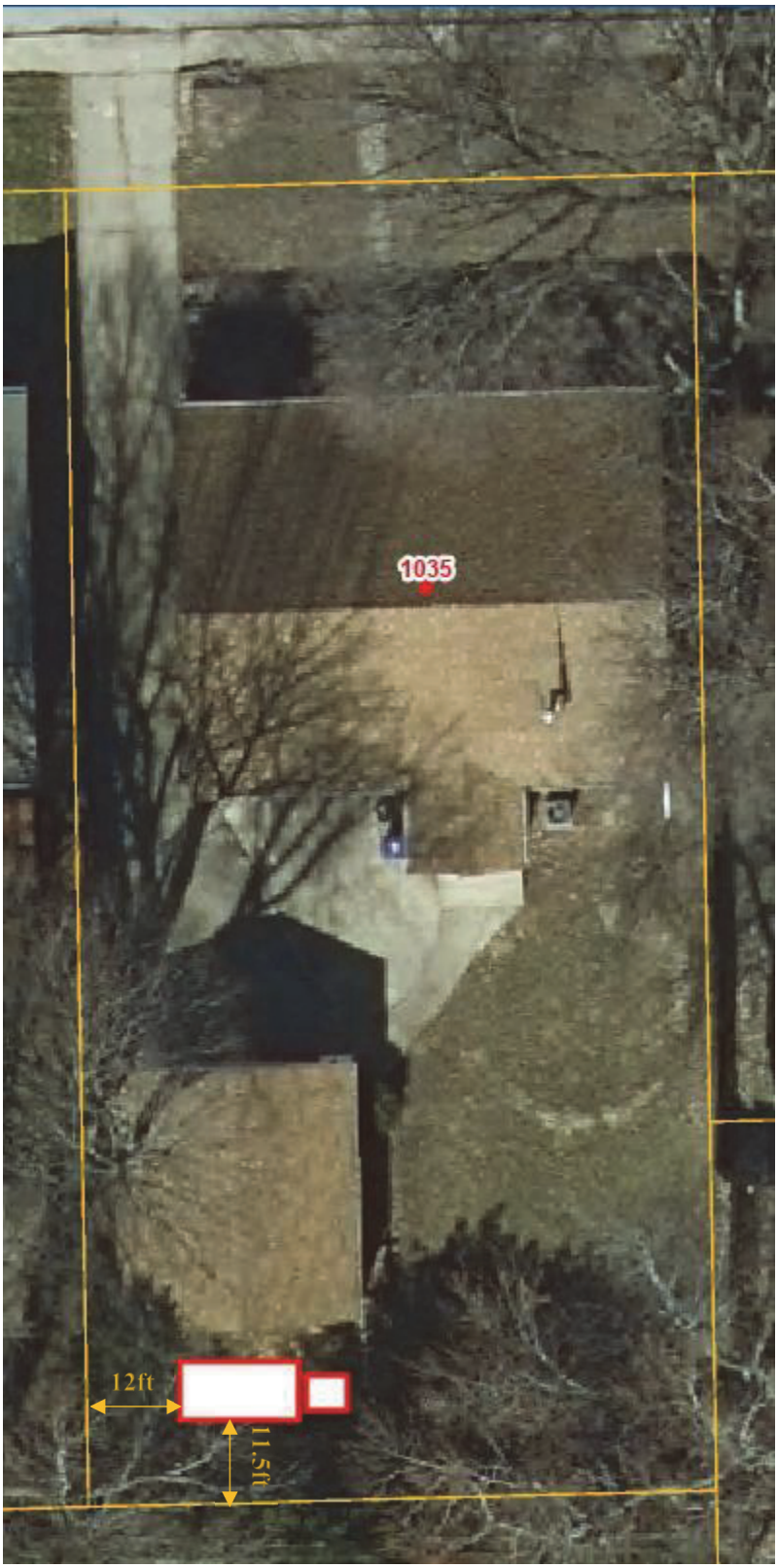
We already have chickens and their dwelling at our residence as we were unaware that we needed any special approvals to keep them. The chickens we have are strictly for egg production only and not meat chickens. We made this decision to help to teach our children about where their food comes from as well as a means of saving money on the cost of organic eggs from the grocery store. We have 6 children whom we help to provide for in one way or another so any savings in the form of cutting our monthly costs is helpful.

The chickens are kept mainly in the run and in their coop at night. The coop is cleaned out monthly by my husband. The chickens mostly stay within their run or their coop, but we do let them out to free range our fully fenced backyard from time to time. We also recently installed an additional fence to keep them from potentially escaping.

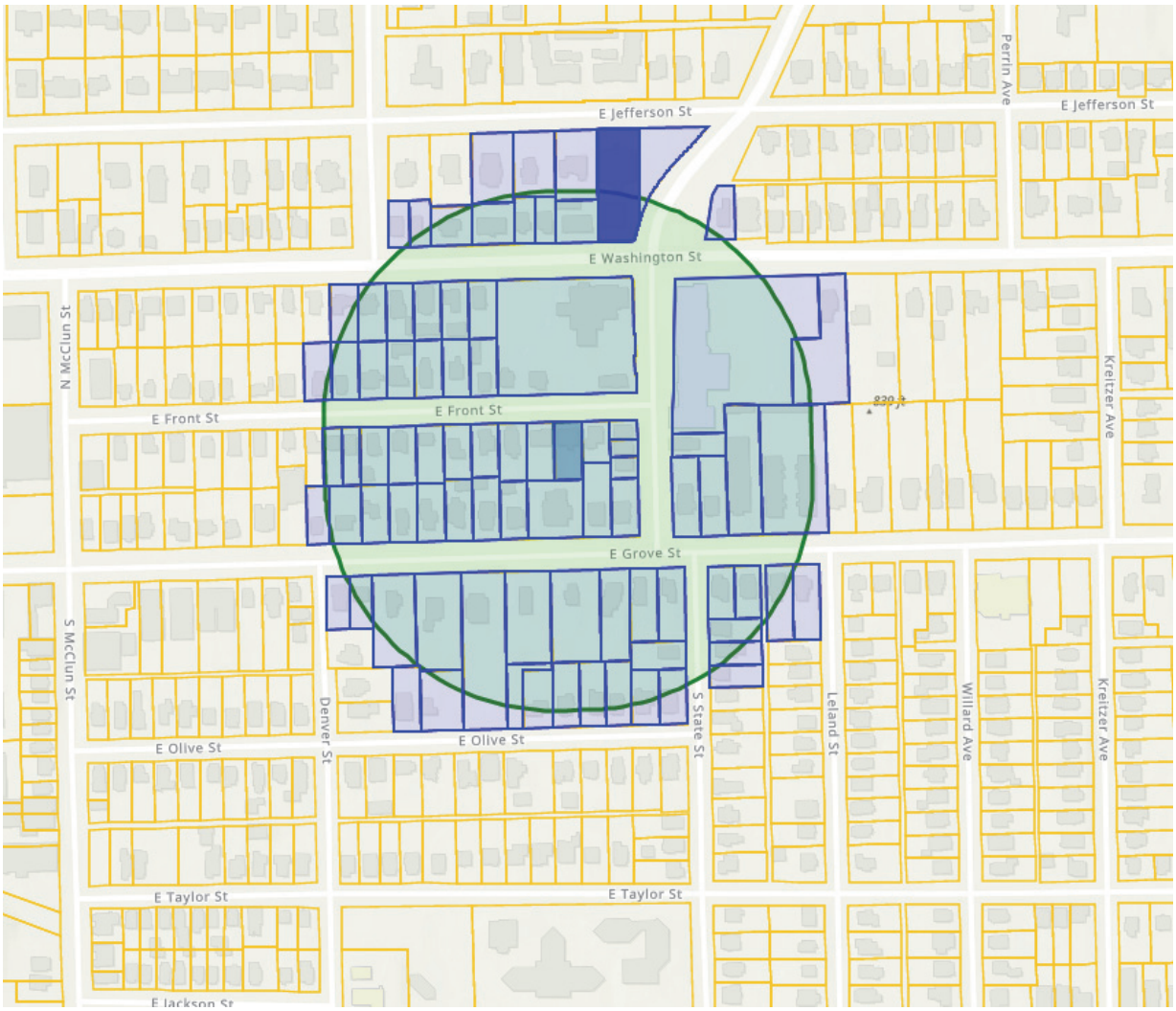
The coop is a movable structure and not permanent. It will be removed if we ever move from this home. The run for the chickens is attached to the coop. The run was created using an already existing swing set frame that was on the property when it was purchased in 2015. We covered the swing set frame with hardware cloth that runs underneath the grass to keep out potential predators. This structure, like the coop, is not a permanent structure and can be removed when we move.

Neither the coop or the run requires any special utilities, drainage, access roads or additional facilities. The chicken's feeder is kept in the run only and we have never had issues with any pests being attracted by it. We always keep the bags of chicken feed in a secured and closed bin in our garage.
The coop and run are located behind our detached garage more than 10 feet from our backdoor. The coop and run are located 10 feet or more away from all property lines on each side.

Attachment 5 - Site Plan



Attachment 6 - Neighborhood notice map



REGULAR AGENDA

SP-13-22 Public hearing, review, and action on a petition submitted by Brein Stinson for approval of a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 1035 E. Front Street. PIN: 21-03-307-019.

Ms. Pemberton stated that she has recused herself from this case, due to potential conflict of interest, and that Mr. Wetterow has been the staff member in charge and will present.

Mr. Wetterow presented the staff report with a recommendation to approve the Special Use. Mr. Wetterow noted the location of the coup results in it being entirely screened from neighboring properties. Mr. Wetterow identified the additional fencing provided by the petitioner. Mr. Wetterow noted that this was another case related to an enforcement complaint related to a rooster which is no longer lives on the subject property. Mr. Wetterow noted the petitioner only has the allowed number of hens per code. Mr. Wetterow emphasized the petitioner was extremely apologetic for not obtaining the Special Use before obtaining the chickens as they had read the code, but did not realize it required a Special Use.

The Board did not have any questions for staff.

Chair Ballantini opened the public hearing.

Petitioner, Brein Stinson (1035 Front Street) stated they obtained the chickens without realizing a Special Use permit was required. She apologized for doing so. Ms. Stinson noted that when they purchased the chicks, they were not aware one of them was a male. The chicks they purchased were advertised as all females. Once they realized the chick was a male, they immediately attempted to find him a new home as they did not want to cull him. They were able to find the rooster a new home in Danvers, IL. Ms. Stinson emphasized there should no longer be any issues associated with the rooster or them keeping the hens.

Chair Ballantini asked the Petitioner how long they have had the chickens. Ms. Stinson stated they have had the chickens for about a year. Ms. Stinson noted they have not had the rooster for a year. Two of their original chickens were killed and when they bought chicks to replace them it was then they accidentally purchased the rooster.

Chair Ballantini asked her to clarify what she meant by killed. Ms. Stinson stated they have foxes in the neighborhood, and the foxes killed them. Chair Ballantini asked if the new fencing helped in repelling the foxes. Ms. Stinson replied she believed it did as this was the only recent change they had made. However, she is not sure exactly how the foxes got in the enclosure in the first place. Chair Ballantini asked if there have been any issues since the installation of the additional fencing. Ms. Stinson stated they have not had any issues since.

Chair Ballantini asked the number of chickens they have presently. Ms. Stinson stated they have the four as permitted by the code.

Chair Ballantini asked for confirmation that the rooster has been relocated. Ms. Stinson stated that is correct.

Chair Ballantini asked about the storage of the food. Ms. Stinson stated the food is stored in sealed containers within the neighboring garage.

Chair Ballantini inquired why the petitioner wanted chickens. Ms. Stinson stated they have a large family with 6 children, so part of the reasoning is economical and the other is to serve as a learning experience to the children. This teaches the children where their food comes from and a sense of responsibility in caring for the chickens.

Chair Ballantini asked the petitioner if they were aware of the compliant mentioned by staff. Ms. Stinson stated she was aware but had assumed it was because of the rooster and thought the matter was addressed when they had the rooster relocated.

Chair Ballatini asked they petitioner is they had talked with their neighbors about keeping the chickens. The petitioner stated they had not.

There were no additional questions for the petitioner from the Board.

No additional individuals were present to provide testimony.

Chair Ballantini closed the public hearing.

No Board discussion was held.

Commissioner Harris made a motion to establish findings of fact that all standards of approval for a Special Use Permit are met. Commissioner Zwaga seconded.

Ms. Harris – Yes, Mr. Straza – Yes, Ms. Williams – Yes, Mr. Zwaga – Yes, Chair Ballantini - Yes. (5-0). Motion was approved.

Commissioner Zwaga made a motion to recommend approval of the petition submitted by Brein Stinson for approval of a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 1035 E. Front Street. Commissioner Harris seconded.

Ms. Harris – Yes, Mr. Straza – Yes, Ms. Williams – Yes, Mr. Zwaga – Yes, Chair Ballantini - Yes. (5-0). Motion was approved.

Mr. Wetterow noted that this item will go before Council for final approval on October 24, 2022.

CONSENT AGENDA ITEM NO. 7.S

FOR COUNCIL: October 24, 2022

WARD IMPACTED: Ward 5

SUBJECT: Consideration and action on an Ordinance approving a Site Plan and a Special Use for a Vehicle Repair and Service Use, with a Variance, in the B-1 (General Commercial) District for Property Located at 1501 N. Veterans Parkway, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington
Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: The Petitioner, Enright Architects, is requesting approval of a Legislative Site Plan to develop Vehicle Repair and Service Use for the property located at 1501 N. Veterans Parkway.

Summary of Request:

- Site plan approval for construction of a Vehicle Repair and Service Use.
- The proposed facility is roughly 10,000 square feet in size.
- A variance for overall height is requested as part of the site plan.

On Thursday, October 6, 2022, the Planning Commission held a public hearing, found the request met the standards for approval, and voted 5-0-0 to recommend approval of the Legislative Site Plan, Special Use, and Variance to the City Council, with no conditions.

For more detailed information, please see the attached Staff Memorandum to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Wednesday, September 19, 2022, and courtesy notices were mailed to 18 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location may generate additional tax revenues including Property Tax, Home Rule and State Sales Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N-1. (Enhance the livability of

all Bloomington neighborhoods), and ED-4.2. (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

Respectfully submitted for consideration.

Prepared by: Jon Branham, Sr. Economic Development Coordinator

ATTACHMENTS:
E&CD 1B Ordinance
E&CD 1C Staff Report PR-09-22
E&CD 1D Draft Minutes PR-09-22

ORDINANCE NO. 2022-_____

AN ORDINANCE APPROVING A SITE PLAN AND SPECIAL USE FOR A VEHICLE REPAIR AND SERVICE USE, WITH A VARIANCE, IN THE B-1 (GENERAL COMMERCIAL) DISTRICT FOR PROPERTY LOCATED AT 1501 N. VERTERANS PARKWAY

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a Site Plan (and Special Use) for a Vehicle Repair and Service Use, with a Variance, in the B-1 (General Commercial) District, for the property located at 1501 N. Veterans Parkway, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a site plan, illustrated in Exhibit "B" and hereinafter referred to as "Plan"; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Site Plan meets the standards for granting Site Plan approval set forth in Bloomington City Code § 44-1709; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and allow this Site Plan.

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 Council hereby adopts the findings of fact of the planning commission and the Site Plan for a Vehicle Repair and Service Use in the B-1 (General Commercial) District, for the property at 1501 N. Veterans Parkway, legally described in Exhibit "A", is hereby approved.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 24th day of October 2022.

APPROVED this _____ day of October 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

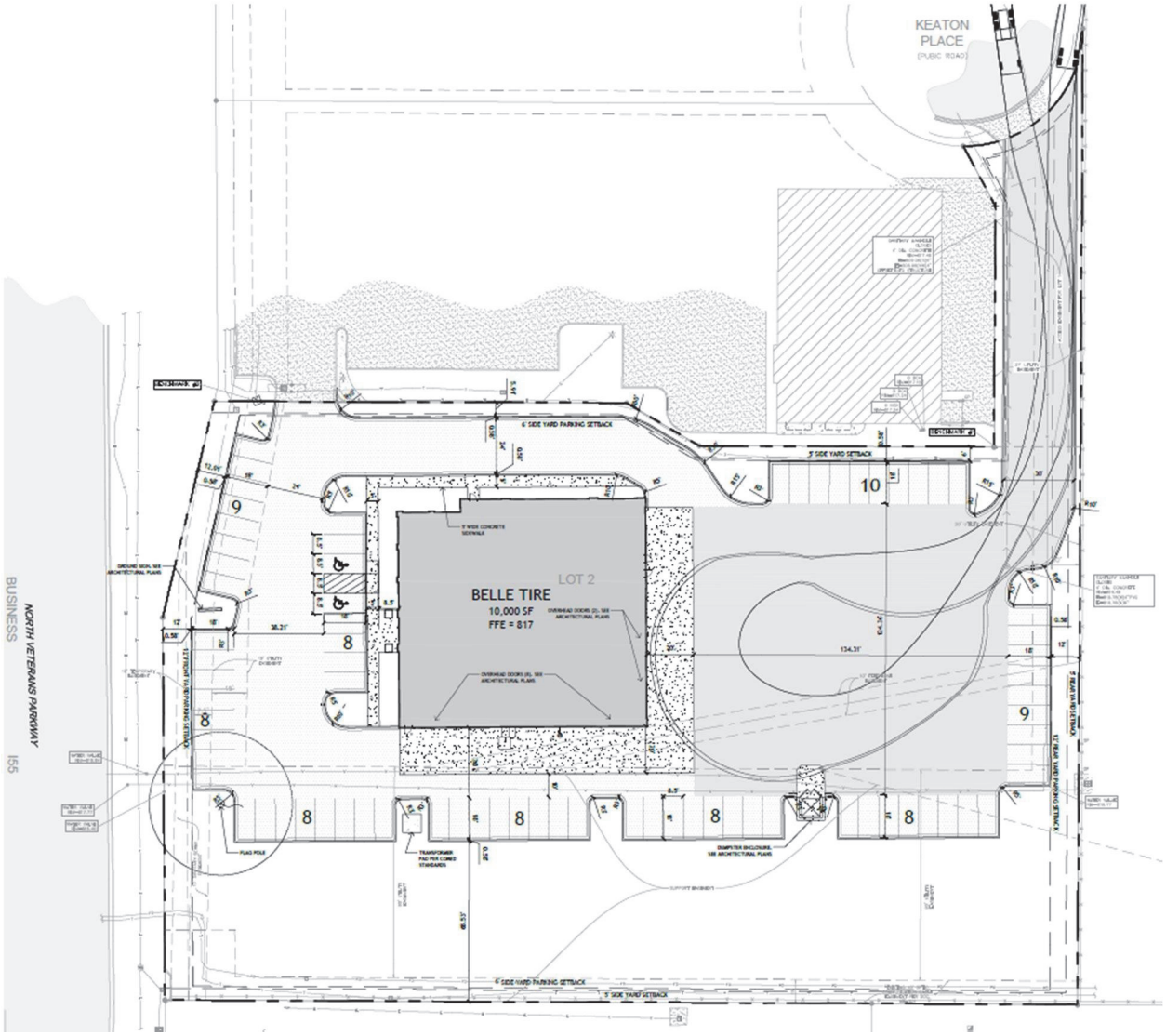
EXHIBIT A

Legal Description

Lot 2 in H.O.S. Subdivision, being a Resubdivision of Lot 2 in O'Brien Subdivision, in a part of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, according to the Plat thereof recorded December 18, 1998 as Document No. 98-42987, in the City of Bloomington, McLean County, Illinois.

PIN: 14-35-203-005

EXHIBIT B


KEATON
PLACE
(PUBIC ROAD)
NORTH VETERANS PARKWAY
BUSINESS
155
LOT 2
BELLE TIRE
10,000 SF
FFE = 817
6' SIDE YARD PARKING SETBACK
5' SIDE YARD SETBACK
12' FRONT YARD PARKING SETBACK
5' REAR YARD SETBACK
12' REAR YARD PARKING SETBACK
134.31'
38.21'
8
9
10

PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	October 6, 2022
CASE NO:	PR-09-22, Site Plan Review
REQUEST:	Public hearing, review, and action on a petition submitted by Chris Enright, Enright Architects, requesting approval of a Site Plan (and Special Use) to allow a Vehicle Repair & Service use in the B-1 (General Commercial) District with a Variance for the property located at 1501 N Veterans Parkway, in Bloomington (PIN: 14-35-203-005) (Ward 5).

BACKGROUND

Petitioners' Request:
The petitioner is requesting a Legislative Site Plan Review (and Special Use) with a Variance, to develop a Vehicle Repair and Service use at the subject property. Vehicle Repair and Service is identified as a Special Use in the B-1 (General Commercial) District.

The petitioner is proposing to construct a 10,000 square foot Belle Tire facility including ten service bays and associated vehicle parking at the site. The facility is proposed at 24 feet in height, which exceeds the 20-foot height requirement for Vehicle Repair and Service uses. The variance request is to allow the increased height. All other bulk requirements have been met. Pedestrian access to the site is limited as it terminates near the site entry on Keaton Place. Bicycle parking is not identified but is not required due to the use being exclusively oriented towards motor vehicles.

Property Characteristics:
The subject property consists of roughly 2.3 acres of land located near the southeastern intersection of Veterans Parkway and G.E. Road in Bloomington. The property is accessible via Keaton Place which connects directly with G.E. Road. Previously, a restaurant occupied the site, but has been vacant for the past several years. The surrounding properties consist primarily of commercial zoning districts. There is also a vacant manufacturing district property located directly to the east of the site. The surrounding uses also consist primarily of commercial uses.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, September 19, 2022. Courtesy notices were mailed to 18 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	B-1, (General Commercial)	Restaurant
South	B-1, (General Commercial)	Shopping Center
East	M-1, (Restricted Manufacturing)	Manufacturing (Vacant Bldg.)
West	B-1, (General Commercial)	Office / Retail

ANALYSIS

Compliance with the Comprehensive Plan
The subject property is identified as Tier 1-Infill Redevelopment Priority. The Future Land Use map identifies the site as Regional Commercial. Approval of the Site Plan algins with the following goals of the Comprehensive Plan: Goal N-1 (Enhance the livability of all Bloomington neighborhoods), and Goal ED -4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

STANDARDS FOR REVIEW

Ch. 44, 17-9 Legislative site plan review
The Site Plan review process is intended to protect the public interest in safety, economy, and from adverse site development that may be detrimental to neighboring property owners and the surrounding area. The following standards and objectives shall guide the review of City staff, the Planning Commission, and the City Council in making a determination on the proposed Site Plan.

1. **The extent to which potential incompatibilities between the proposed development and surrounding existing development and/or zoning is minimized by such design features as placement of buildings, parking areas, access driveways and existing or proposed topography.**

   The proposed development is not incompatible with the existing development in the area. The site design is consistent with other developments on surrounding properties in the direct area. The building will meet all bulk requirements for B-1 zoning. The parking lot meets the code requirements for off-street parking and loading. All landscaping requirements have been met. **Standard is met.**

2. **The extent to which the proposal minimizes any adverse impact of the development upon adjoining land.**

   The proposed use will not have any adverse impacts on the development of adjoining land. The use is a special use within the zoning and is compatible with the uses of the surrounding properties. The building and landscaping shall comply with code requirements. The trash enclosure shall be fully screened as City Code requires. **Standard is met.**

3. **The extent to which adequately improved streets connected to the improved arterial street system are available or can be reasonably supplied to serve the uses proposed in the development.**

The site is accessible by and directly situated on Keaton Place. All curb cuts and aprons at the site are existing and will meet code requirements. **Standard is met.**

4. **The extent to which the proposed development will favorably or adversely affect other persons or property and, if so, whether because of circumstances peculiar to the location the effect is likely to be greater than is ordinarily associated with the development of the type proposed.**

   The surrounding properties are all zoned commercial or manufacturing. The uses are primarily commercial. A vehicle repair and service at the proposed site would be complementary to the existing surrounding uses. **Standard is met.**

ADDITIONAL STANDARDS FOR REVIEW – VEHICLE REPAIR & SERVICE

Ch. 44. 10-34, Vehicle repair and service, provides additional minimum site and bulk standards for the siting and development of any vehicle repair and service facility:

A. Location. Not more than two automobile service stations shall be permitted on the quadrants of an intersection and shall not be located closer than 120 feet of a Residential District boundary.
B. Site standards.
(1) No curb cuts shall be permitted within 10 feet of a side lot line or 20 feet of a street intersection.
(2) Any area where inoperative vehicles are intended to be stored for a period of more than 10 days shall be fully screened in accordance with Article XIII of this Code to prevent such vehicles from being viewed from a public street or area.
(3) All service equipment (lubrication equipment, hydraulic lifts, etc.) and repair and maintenance work shall be inside the principal building.
C. The following activities are expressly prohibited in conjunction with, or accessory to, an automobile service station: aviation sales, automobile sales, boat sales, farm implement sales, house-car trailer sales, mobile home sales, recreation vehicle sales or auto body work, straightening of auto body parts, painting, welding, storage of automobiles not in operating condition, or other work involving noise, glare, fumes, smoke, or other characteristics to an extent greater than otherwise typical of automobile service stations.
D. Outdoor lighting. In addition to the standards of § 44-911, all exterior lighting fixtures shall be directed away from a Residential District and shall not increase the intensity of light within 10 feet of a Residential District boundary line by more than 1/2 footcandle.
E. Building height. The maximum permitted building height shall be 20 feet or one story, whichever is lower.
F. The following minimum site and bulk standards shall be required for the siting and development of any automobile service station.

Table 1034: Automobile Service Station Site and Bulk Standards

Lot Standards
Min. Lot Area – 10,000 square feet
Min. Lot Width – 70 feet

Site Design Standards
Front Yard – 40 feet
Side Yard – 15 feet

Rear Yard – 20 feet

*Item E, Building height, has not been met as the applicant is proposing buildings with a height of 24 feet, rather than the required 20-feet. All other standards have been met.

ADDITIONAL REQUESTS – SPECIAL USE

Ch 44, 17-9-D, Concurrent Applications
The applicant has requested a Special Use as part of the application, in accordance with Ch. 17, 17-9-D of the Site Plan Review process. Land uses proposed to be included in a development requiring a legislative public hearing site plan review which would otherwise be allowed by Special Use Permit only are exempted from the administrative public hearing normally required for such Special Use Permit applications and the Planning Commission shall consider the standards for granting a special use.

The requested special use, therefore, is subject to the standards for granting a special use (Chapter 44, 17-7).

Ch. 44, 17-7 Special uses.
For each Special Use application, the Board of Zoning Appeals shall report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein. No special use application shall be recommended by the Board of Zoning Appeals for approval unless all of the following factors are found:

1. **That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.**

   The request involves the establishment of a vehicle repair and service use at the site. The proposed use is consistent to how the surrounding property has historically been developed with other commercial uses. **Standard is met.**

2. **That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

   The site design and use are consistent with other development in the direct area and should not impact property values. **Standard is met.**

3. **That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.**

   Several other vehicle-oriented uses exist in the direct area. The vehicle repair and service will be developed in accordance with zoning bulk requirements and will not impede adjacent properties. **Standard is met.**

4. **That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.**

Building code and engineering requirements, including review of all utilities and drainage, and will be thoroughly reviewed through the permit process. **Standard is met.**

5. **That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

   The vehicular access points are existing to the site and should not negatively affect traffic in the area. **Standard is met.**

6. **That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals. (Ordinance No. 2006-137).**

   The proposed Special Use is subject to, and adherent, with the regulations of the B-1 District. Other applicable site plan development standards including off-street parking, landscape and lighting will be addressed with building permits.
   Standard is met.

ADDITIONAL REQUESTS - VARIANCE

Ch 44, 17-9-D, Concurrent Applications (Variances)
The applicant has requested Variances as part of the application, in accordance with Ch. 17, 17-9-D of the site plan review process. The requests are as follows:

The petitioner seeks a Variance from §44-1034-E (Vehicle repair and service - building height), to allow construction of buildings at 24 feet. §44-1034-E states, "The maximum permitted building height shall be 20-feet or one story, whichever is lower."

1. **That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult.**

   The site has been vacant for several years and will require redevelopment of the entire site. The new building will be an additional four feet of height to allow for the function of the vehicle repair facility and is consistent with standard industry design.
   Standard is met.

2. **That the variance would be the minimum action necessary to afford relief to the applicant.**

   The variance is required due to the nature of the request to not meet the 20-foot height required by the Code and redevelop the site. **Standard is met.**

3. **That the special conditions and circumstances were not created by any action of the applicant.**

   No special conditions or circumstances were created by the applicant in this situation.
   Standard is met.

4. **That granting the variation request will not give the applicant any special privilege that is denied to others by the Code.**

   No special privilege has been given to the applicant in this situation. **Standard is met.**

5. **That the granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonably impair the use of development of adjoining properties.**

   There is no expected potential negative impact to the public welfare. The variance would not be expected to alter the character of the neighborhood, nor impair the use or development of adjoining properties. **Standard is met.**

STAFF RECOMMENDATION

Staff finds that the application meets the standards for site plan review and recommends its approval. Staff recommends that the Commission take the following actions:

1. Motion to establish findings of fact that the subject property meets the Legislative Site Plan Review criteria in Chapter 44.17-9 of the City Code and recommend that City Council approve a Site Plan for the property located at 1501 N Veterans Parkway (PIN: 14-35-203-005) (Ward 5).

2. Motion to establish findings of fact that the subject property meets the Special Use criteria in Chapter 44, 17-7 of the City Code and recommend that City Council approve a Special Use to allow a Vehicle Repair & Service use in the B-1 (General Commercial) District for the property located at 1501 N Veterans Parkway (PIN: 14-35-203-005) (Ward 5).

3. Motion to establish findings of fact that the subject property meets the Variance criteria in Chapter 44, 17-9-D of the City Code recommend that the City Council approve a Variance associated with this site plan, to allow construction of the building at 24 feet, which exceed the 20-foot height requirement for the property located at 1501 N Veterans Parkway (PIN: 14-35-203-005) (Ward 5).

Respectfully submitted,
Jon Branham
City Planner

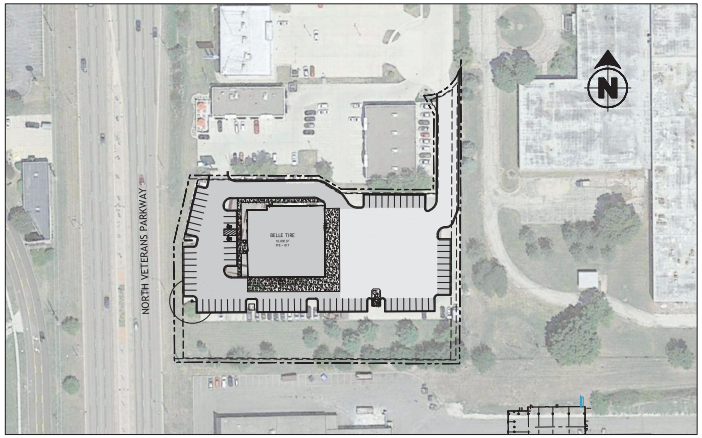
Attachments:
- Draft ordinance
- Building Plans
- Aerial map
- Zoning map
- Neighborhood notice and map

SITE PLAN REVIEW CIVIL PLANS FOR

BELLE TIRE

1501 NORTH VETERANS PARKWAY
CITY OF BLOOMINGTON TOWNSHIP, MCLEAN COUNTY, ILLINOIS
S35 T24N R2E

VICINITY MAP
NO SCALE



LOCATION MAP
NO SCALE

ADD/REV NO.	DATE	SHEET NUMBER	SHEET TITLE
	8/19/2022	C-000	COVER SHEET
	6/29/2022	1 OF 3	ALTA/NSPS LAND TITLE SURVEY
	6/29/2022	2 OF 3	ALTA/NSPS LAND TITLE SURVEY
	6/29/2022	3 OF 3	ALTA/NSPS LAND TITLE SURVEY
	8/19/2022	C-200	SITE PLAN
	8/19/2022	C-300	GRADING PLAN
	8/19/2022	C-400	UTILITY PLAN
	8/19/2022	L.1	TREE PROTECTION & REMOVAL PLAN
	8/19/2022	L.2	LANDSCAPE PLAN
	8/19/2022	L.3	LANDSCAPE DETAILS & NOTES
	8/19/2022	1 OF 1	PHOTOMETRICS PLAN

PROJECT TEAM

OWNER/DEVELOPER/APPLICANT
CHRISTOPHER ENRIGHT ARCHITECTS
628 E. PARENT AVE, SUITE 106
ROYAL OAK, MI 48067
CONTACT: CHRIS ENRIGHT, NCARB
PHONE: 248.258.6485

CIVIL ENGINEER
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ROYAL OAK, MI 48067
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PHONE: 248.258.6485

ARCHITECT
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LANDSCAPE ARCHITECT
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PHONE: 773.697.4388

LAND SURVEYOR
COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, ILLINOIS 60502
CONTACT: DAVID P. FILIPSKI
EMAIL: ADMIN@CLSURVEYING.COM
PHONE: 630.820.9100

LEGAL DESCRIPTION

LOT 2 IN H.O.S. SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN O'BRIEN SUBDIVISION, IN A PART OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1998 AS DOCUMENT NO. 98-42987, IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

AGENCY/UTILITY CONTACTS

CITY OF BLOOMINGTON
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811 Know what's below. Call before you dig.

Call Before You Dig JULIE ILLINOIS ONE-CALL SYSTEM

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Project
Belle Tire
Bloomington, IL

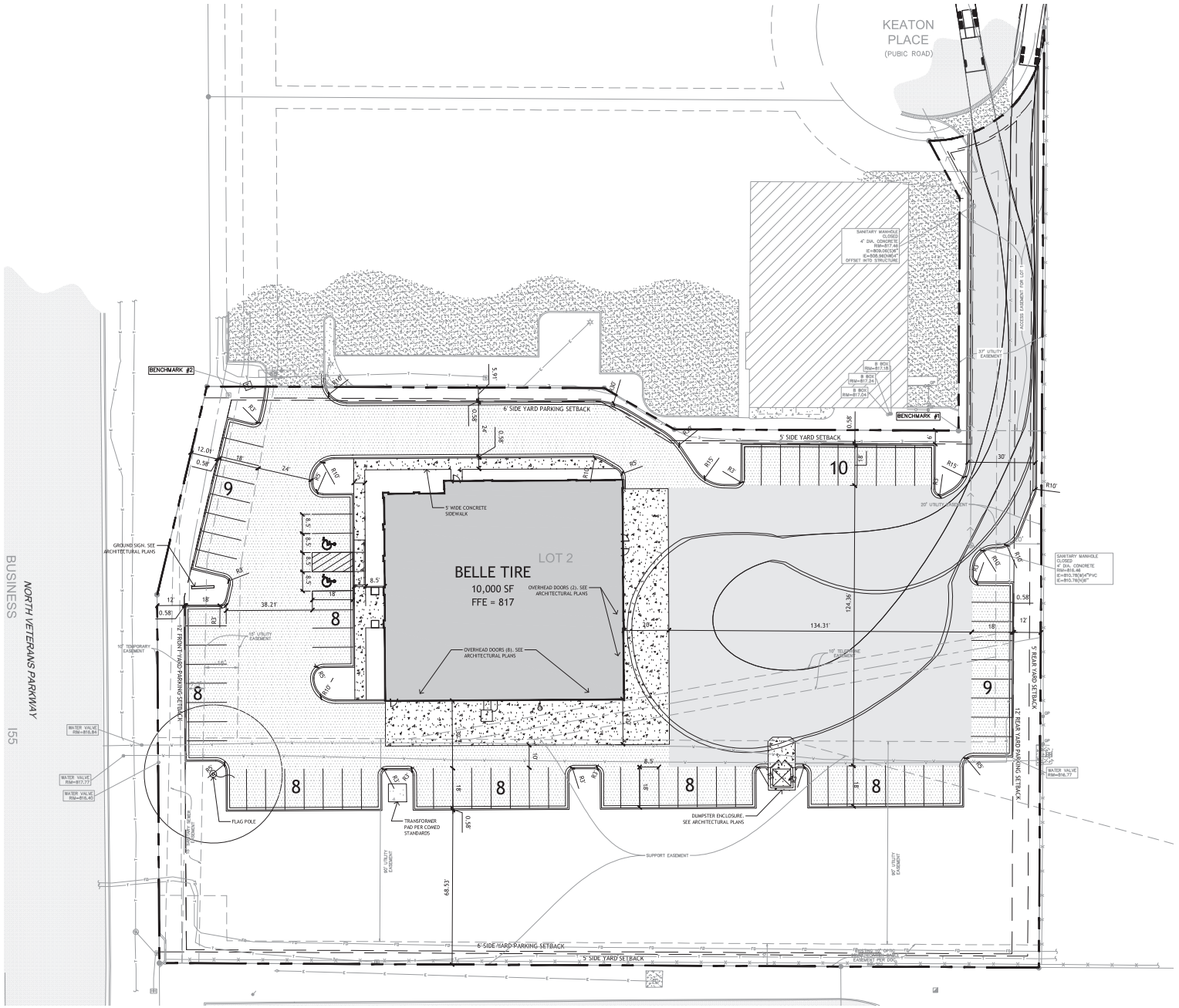
1501 N Veterans Pkwy
Bloomington, IL 61704

Sheet
COVER SHEET

Issued for
2022.08.19 SITE PLAN & SPECIAL USE

Project Number
22-310

Sheet Number
C 000



1" = 20'

LEGEND

- C01 C-600 HEAVY DUTY ASPHALT PAVEMENT
- C02 C-600 LIGHT DUTY ASPHALT PAVEMENT
- C03 C-600 HEAVY DUTY CONCRETE PAVEMENT
- C04 C-600 CONCRETE SIDEWALK

BID ALTERNATE #1:
INSTALLATION OF REGULAR DUTY AND HEAVY DUTY CONCRETE PAVEMENT PER DETAILS ON SHEET C600 IN LIEU OF REGULAR DUTY AND HEAVY DUTY ASPHALT PAVEMENT, RESPECTIVELY, AS INDICATED HEREIN.

NOTES

1. REFER TO GENERAL NOTES ON SHEET C-001 FOR ADDITIONAL INFORMATION.
4. THE BASIS FOR THE GEOMETRIC LAYOUT IS THE EASTERN PROPERTY LINE.
5. DIMENSIONS ARE TO EDGE OF PAVEMENT IN ALL PAVED AREAS, BACK OF CURB IN GRASS/LANDSCAPE AREAS AND OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
6. ANY CONTRACTOR DAMAGE TO EXISTING PAVEMENT OR CURBS TO REMAIN SHALL BE REMOVED AND RESTORED TO PROPOSED SPECIFICATIONS.
7. EXISTING CONDITIONS ARE AS SHOWN PER SURVEY BY OTHERS.

SITE SUMMARY

LOT SIZE:	±2.329 AC.
ZONING:	B-1 GENERAL COMMERCIAL DISTRICT
BUILDING SIZE:	10,000 SF.
BUILDING SETBACKS:	
FRONT	0 FT.
SIDE	5 FT.
REAR	5 FT.
BUILDING SETBACKS:	
FRONT	12 FT.
SIDE	6 FT.
REAR	12 FT.
SURROUNDING ZONING:	NORTH = B-1
	SOUTH = B-1
	EAST = M-1
	WEST = B-1

PARKING SUMMARY

MIN. SIZE:	8.5 FT. x 18 FT.
MIN. DRIVE WIDTH:	24 FT.
MIN. SPACES REQUIRED:	30 (3/SERVICE BAY)
ADA SPACES REQUIRED:	3
NO. OF SPACES PROVIDED:	75

Know what's **below.** **Call** before you dig.

Call Before You Dig — JULIE — ILLINOIS ONE-CALL SYSTEM

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248.330.9395 (C)
cenright@enrightarchitects.com

Project
Belle Tire
Bloomington, IL

1501 N Veterans Pkwy
Bloomington, IL 61704

Sheet
SITE PLAN

Issued for
2022.08.19 SITE PLAN & SPECIAL USE

Project Number
22-310

Sheet Number
C 200

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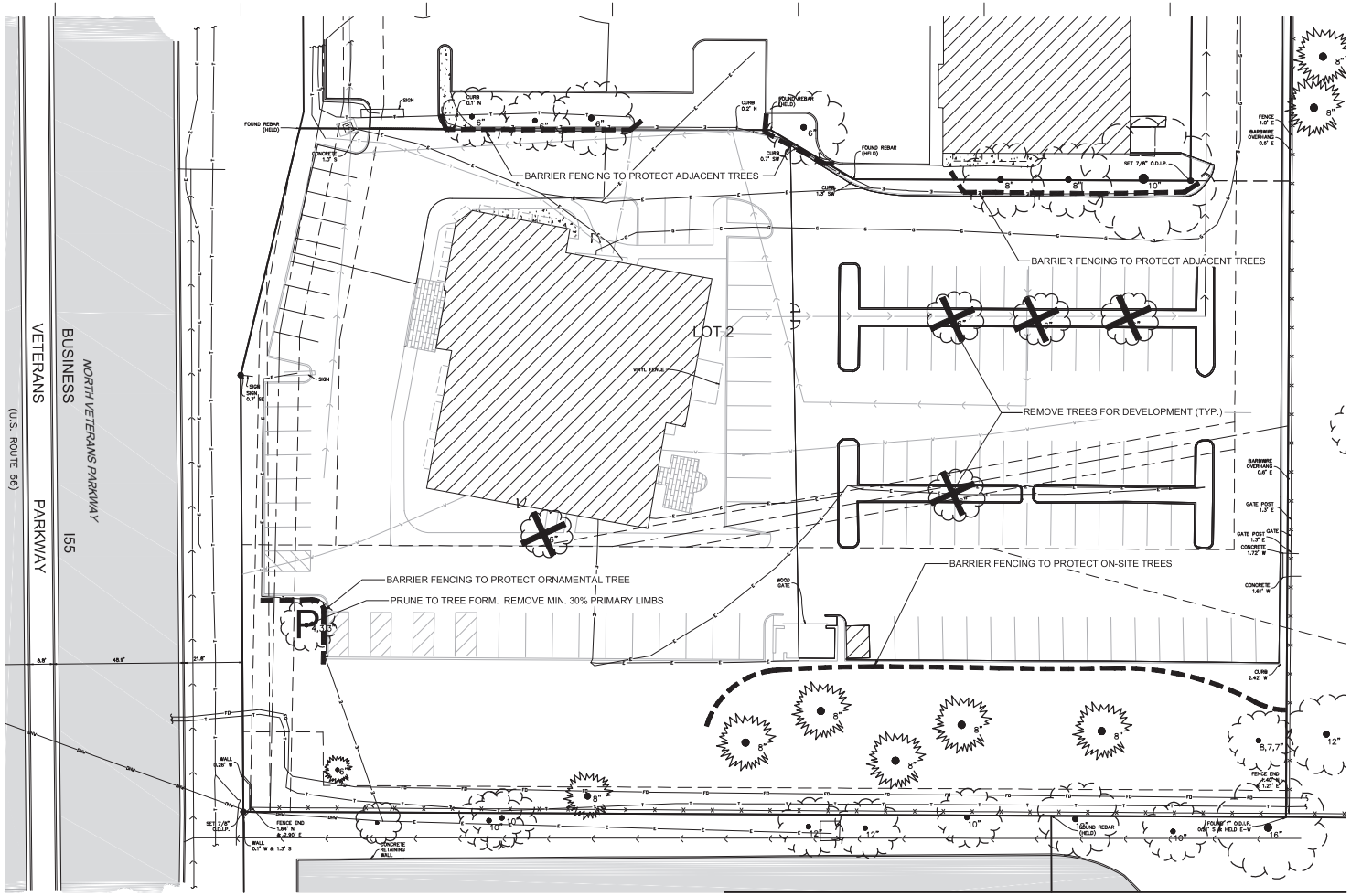
LG Workshop LLC
Landscape Architecture
Site Planning
Illustration
2324 W. Armitage Avenue
Chicago, IL 60647
ph. 773.697.4388
www.LGWLA.com

SEAL

LICENSED LANDSCAPE ARCHITECT
LARRY C. GLASSCOCK JR.
157-001009
STATE OF ILLINOIS

EXPIRES 08/2023



1 TREE REMOVAL & PROTECTION PLAN

TREE PROTECTION & REMOVAL NOTES

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY STATE AND LOCAL PERMITS AND PERMISSIONS TO PRUNE, REMOVE, AND/OR TRANSPLANT ANY TREES ON SITE.
2. DEAD AND DYING MATERIAL ON THE SITE SHALL BE REMOVED OR PRUNED. MATERIALS NOT LABELED ON THE PROTECTION PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR REMEDIATION.
3. DURING CONSTRUCTION EXISTING TREES OVER FOUR INCHES IN CALIPER SHALL BE PROTECTED WITH BARRIER FENCING.
4. BARRIER SHALL BE CONSTRUCTED OF A MIN. 3' TALL SNOW FENCE OR SIMILAR AND SUPPORT POSTS MIN. 6' O.C. AND SHALL BE ERECTED ONE FOOT BEYOND THE DRIP LINE OFF ALL EXISTING TREES ON SITE AND ADJACENT SITES TO REMAIN.
5. BARRIER FENCING SHOWN ON THE PLAN IS APPROXIMATE. CONTRACTOR SHALL ADJUST LOCATION OF BARRIER TO POSITION OUTLINED IN COMMENT 4.
6. NO EXCESS SOIL OR ADDITIONAL FILL, BUILDING MATERIALS OR DEBRIS SHALL BE PLACED WITHIN THE PROTECTIVE BARRIER.
7. NO VEHICLES OR HEAVY MACHINERY SHALL BE ALLOWED TO WORK WITHIN THE BARRIER AREA.
8. NO ATTACHMENTS OR WIRES, OTHER THAN PROTECTIVE GUY WIRES, SHALL BE ATTACHED TO ANY OF THE TREES WHICH ARE WITHIN PROTECTIVE BARRIER.
9. STUMPS OR TREE REMAINS NOT TO BE FULLY EXCAVATED SHALL BE REMOVEED. A STUMP GRINDER SHALL BE USED TO REMOVE ALL REMAINING ROOTS AND WOODY MATERIAL. WITHIN A 24" RADIUS OF THE TREE TRUNK TO MIN. 6" BELOW GRADE. DISTURBED AREA SHALL BE BACKFILLED WITH COMPACTED TOPSOIL TO MEET SURROUNDING GRADES.

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TREE PROTECTION & REMOVAL LEGEND

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING TREE TO BE PRUNED
- BARRIER FENCING TO BE INSTALLED

EXISTING VEGETATION DESCRIPTION

THE PROJECT SITE CONSISTS OF A VACANT RESTAURANT BUILDING AND SEMI-MATURE LANDSCAPE. THERE ARE A TOTAL OF 16 EXISTING TREES ON SITE (118 CAL. INCHES). 5 TREES (30 CAL. INCHES) WILL BE REMOVED AS PART OF THIS PROJECT.

N SHEET SCALE 1"=20'
0' 10' 20' 40' 60'

CHRISTOPHER ENRIGHT ARCHITECTS
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628 E. Parent Avenue
Suite 106
Royal Oak, MI 48067
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Bloomington, IL

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Issued for
2022.08.19 SITE PLAN & SPECIAL USE

Project Number
22-310 TREE PROTECTION & REMOVAL PLAN

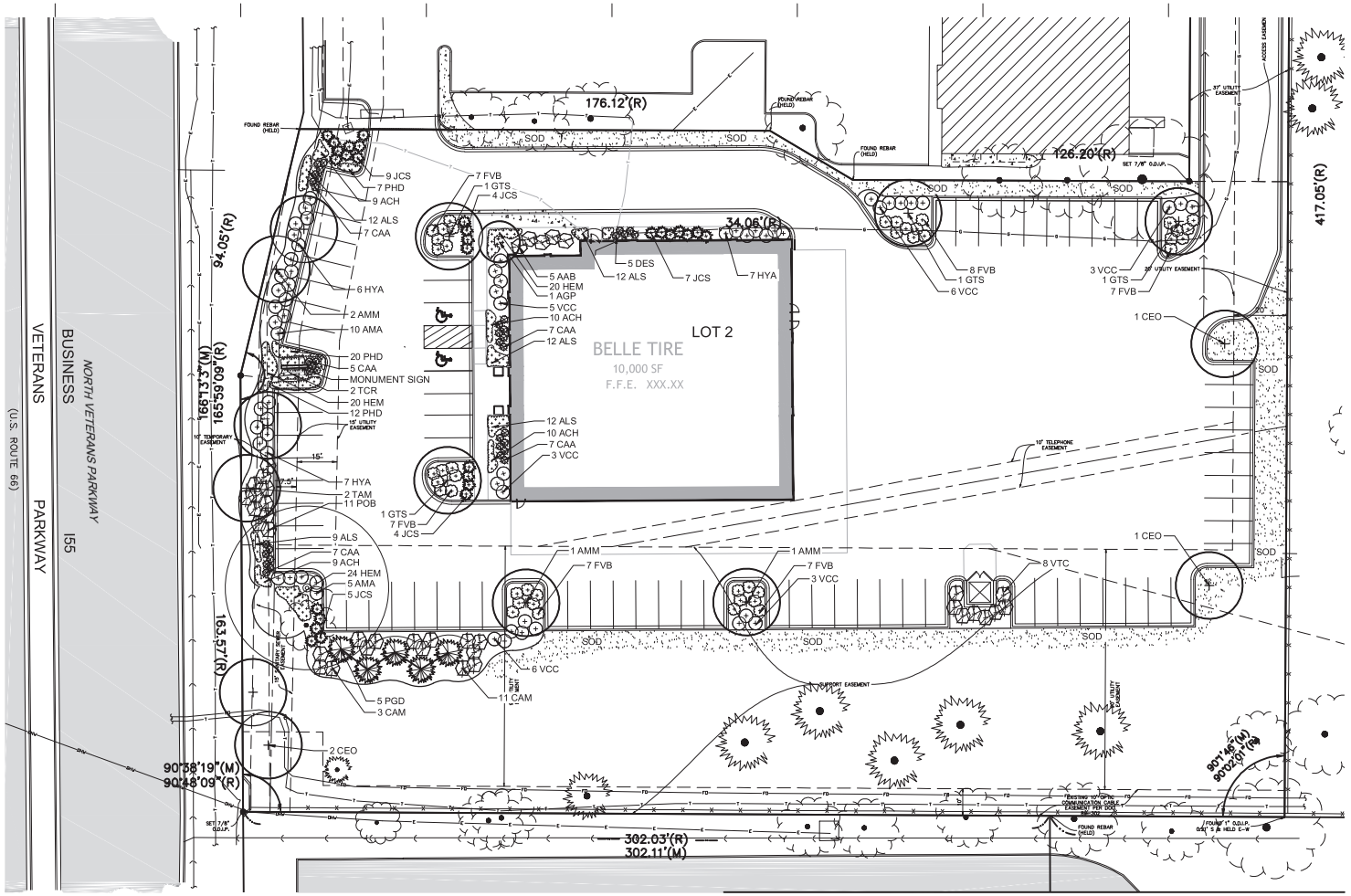
Sheet Number
L.1

LG Workshop LLC
Landscape Architecture
Site Planning
Illustration
2324 W. Armitage Avenue
Chicago, IL 60647
ph. 773.697.4388
www.LGWLA.com

SEAL

LICENSED LANDSCAPE ARCHITECT
LARRY C. GLASCOCK JR.
157-001020
STATE OF ILLINOIS

EXPIRES 08/2023



1 LANDSCAPE PLAN

PLANT LIST

SYM	SIZE	QTY	BOTANICAL NAME	COMMON NAME	COMMENT
DECIDUOUS SHADE TREES					
AMM	2.5" CAL.	4	ACER MIYABEI 'MORTON'	MIYABE MAPLE	B&B
CEO	2.5" CAL.	4	CELTIS OCCIDENTALIS	COMMON HACKBERRY	B&B
GTS	2.5" CAL.	4	GLEDITSIA TRI. 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	B&B
TAM	2.5" CAL.	2	TILIA AMERICANA 'MCKSENTRY'	AMERICAN SENTRYLINDEN	B&B
ORNAMENTAL TREES					
AGP	8' MULTI	1	AMELANCHIER GRAN. 'PRINCESS DI'	PRINCESS DIANA SERVICEBERRY	B&B
EVERGREEN TREES					
PGD	5' HT.	5	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	B&B
DECIDUOUS SHRUBS					
AAB	36" HT.	8	ARONIA ARBUT. 'BRILLIANTISSIMA'	BRILLIANT RED CHOKEBERRY	B&B
AMA	24" HT.	15	ARONIA MELANO. 'ELATA'	ELATA CHOKEBERRY	B&B
CAM	36" HT.	11	CORNUS ALBA 'ARGENTEO MARG.'	CREAM EDGE DOGWOOD	B&B
FVB	18" W.	43	FORSYTHIA VIRID. 'BRONXENSIS'	BRONXE FORSYTHIA	B&B
HYA	24" HT.	20	HYDRANGEA ARBOR. 'ANNABELLE'	ANNABELLE HYDRANGEA	B&B
VCC	24" HT.	26	VIBURNUM CARLESII 'COMPACTUM'	DWARF KOREANSPICE VIBURNUM	B&B
VTC	36" HT.	8	VIBURNUM TRILOBUM 'ALFREDO'	ALFREDO AMER.CRANBERRY BUSH	B&B

SYM	SIZE	QTY	BOTANICAL NAME	COMMON NAME	COMMENT
EVERGREEN SHRUBS					
JCS	24" HT.	29	JUNIP. CHIN. 'SEA GREEN'	SEA GREEN JUNIPER	B&B
ORNAMENTAL GRASSES					
CAA	#1 CONT.	33	CALAMAGROSTIS ACUT. 'STRICTUS'	STRICTUS FEATHER REED GRASS	
DES	#1 CONT.	5	DESCHAMPIA CESPITOSA	TUFTED HAIR GRASS	
GROUNDCOVER / PERENNIALS					
ACH	#1 CONT.	38	ACHILLEA MILL. 'PAPRIKA'	PAPRIKA YARROW	
ALS	#1 CONT.	57	ALLUM TANGUT. 'SUMMER BEAUTY'	SUMMER BEAUTY WILD OINION	18" O.C.
HEM	#1 CONT.	64	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	15" O.C.
PHD	#1 CONT.	39	PHLOX DIVARICATA	BLUE PHLOX	15" O.C.
SOD	SQ. YD.	624	SODDED LAWN		

LANDSCAPE LEGEND

EXISTING TREE

PROPOSED SHADE TREE

PROPOSED ORNAMENTAL TREE

PROPOSED LARGE SHRUB

PROPOSED MEDIUM SHRUB

PROPOSED EVERGREEN SHRUB

PROPOSED LOW SHRUB

PROPOSED ORNAMENTAL GRASS

PROPOSED PERENNIAL PLANTING

SODDED LAWN

N SHEET SCALE 1"=20'
0' 10' 20' 40' 60'

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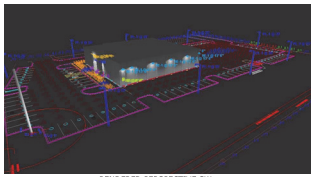
22-310 LANDSCAPE PLAN

Sheet Number
L.2



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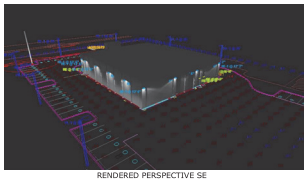

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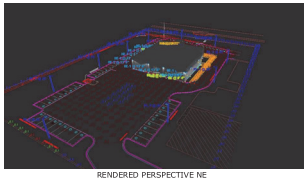

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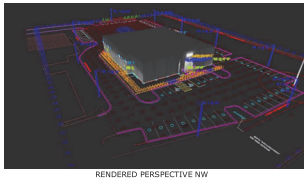

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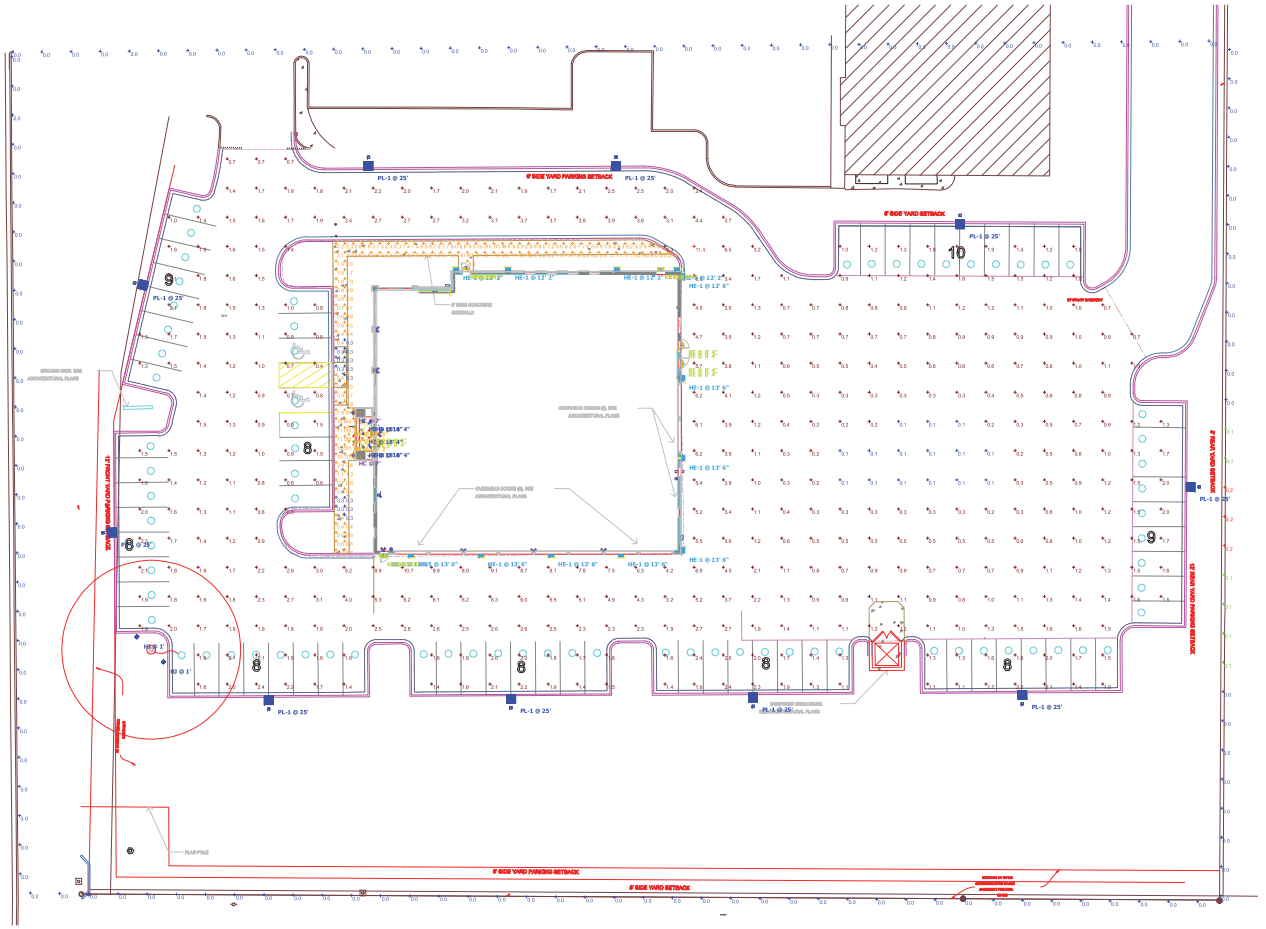


Plan View
Scale - 1" = 20ft

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
PARKING	+	1.9 fc	11.4 fc	0.1 fc	114.0:1	19.0:1
SIDEWALK	+	5.6 fc	17.6 fc	0.3 fc	58.7:1	18.7:1
UNDER CANOPY	+	17.3 fc	17.5 fc	17.1 fc	1.0:1	1.0:1
LOT LINE	+	0.0 fc	0.2 fc	0.0 fc	N/A	N/A

Schedule

Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power	Polar Plot
	HB		5	WILLIAMS INDOOR	GDR-TL-LD-EO-DIM-UNV-DW-OP-CS-WET-CE	6" IND RECESSED LED CAST HOUSING DOWNLIGHT OPEN TRIM; HYBC SPUN ALUMINUM REFLECTOR (WIDE)	1	1,600	0.9	19	Max: 1613cd
	HE-1		13	NLS Lighting LLC	NV-W-T2-10L-740K-UNV	TYPE II, 4000K LED LUMINAIRE	1	4653	0.9	37	Max: 5766cd
	HJ		2	NLS LIGHTING	NV-P2-30-S2L-40W-40K	LED LUMENAIRE, 30A² NEMA 480mA	1	9657	0.9	80	Max: 16708cd
	HK		3	Troy CSL Lighting Inc	LBLED	LS SERIES LED BULLET 250DEG	1	739	0.9	14	Max: 3896cd
	PL-1		10	NLS Lighting	NV-L-T4-48L-7-40K-UNV-HBS	T4 OPTICS WITH BLACK HSS	1	6666	0.9	104	Max: 7266cd
	RE		0	H.E. WILLIAMS / BEST LIGHTING	LBD R1 12 LED	MOLDED WHITE PLASTIC HOUSING, TWO MOLDED WHITE PLASTIC SWIVEL HEAD ASSEMBLIES, RACH HEAD ASSEMBLY CONSISTS OF: MOLDED WHITE PLASTIC HOUSING, 12 WHITE HIGH POWER LEDS, MOLDED PLASTIC REFLECTOR WITH SPECULAR FINISH, AND ONE APERTURE PER LED. CLEAR PROPHETIC PLASTIC LENS. ONLY ONE HEAD ASSEMBLY ENERGIZED FOR THIS TEST.	12	5	1	0.788	Max: 1070cd

Luminaire Locations

No.	Label	Location X	Y	Z	MH	Orientation	Tilt	Aim X	Y	Z
8	PL-1	231.56	65.63	25.01	25'	359.73	0.00	231.55	66.63	0.01
9	PL-1	184.55	253.76	25.51	25'	180.39	0.00	184.55	252.76	0.01
10	PL-1	19.61	210.60	25.01	25'	103.95	0.00	20.58	210.43	0.01
11	PL-1	323.86	66.48	25.00	25'	359.35	0.00	323.85	67.48	0.00
25	HE-1	207.26	212.59	16.50	13' 6"	90.19	0.00	207.26	212.59	3.00
44	HK	93.11	161.47	24.23	24' 3"	270.86	-90.53	111.83	161.19	8.82
45	HJ	20.42	80.38	1.01	1'	310.75	-165.42	20.61	89.22	1.98
46	HJ	20.50	80.81	1.01	1'	129.22	-165.42	20.30	80.07	1.98
51	RE	132.62	215.58	8.33	8' 4"	359.53	0.00	132.62	215.58	0.00
52	RE	133.98	215.59	8.33	8' 4"	359.53	0.00	133.98	215.59	0.00
53	RE	207.46	189.89	8.33	8' 4"	89.95	0.00	207.44	189.89	0.00
54	RE	207.46	188.53	8.33	8' 4"	89.95	0.00	207.44	188.53	0.00
57	HE-1	207.27	178.09	16.50	13' 6"	90.02	0.00	207.27	178.09	3.00
58	HE-1	207.28	150.71	16.50	13' 6"	89.65	0.00	207.28	150.71	3.00
59	HE-1	207.29	119.14	16.50	13' 6"	89.84	0.00	207.29	119.14	3.00
61	HE-1	203.47	215.61	15.17	12' 2"	0.19	0.00	203.47	215.61	3.00
62	HE-1	184.88	215.07	15.17	12' 2"	0.19	0.00	184.88	215.07	3.00
63	HE-1	147.50	215.07	15.17	12' 2"	0.19	0.00	147.50	215.07	3.00
64	HE-1	129.81	214.98	15.17	12' 2"	0.19	0.00	129.81	214.98	3.00
71	HE-1	103.20	117.63	16.50	13' 6"	180.19	0.00	103.20	117.63	3.00
72	HE-1	138.36	117.64	16.50	13' 6"	180.19	0.00	138.36	117.64	3.00
73	HE-1	162.42	117.63	16.50	13' 6"	180.19	0.00	162.42	117.63	3.00
74	HE-1	186.38	117.64	16.50	13' 6"	180.19	0.00	186.38	117.64	3.00
80	PL-1	148.61	65.14	25.01	25'	0.15	0.00	148.62	66.14	0.01
81	PL-1	65.58	64.48	25.01	25'	0.19	0.00	65.58	65.48	0.01
82	PL-1	384.47	140.83	25.00	25'	270.00	0.00	383.47	140.83	0.00
83	PL-1	302.50	233.80	25.00	25'	179.69	0.00	302.50	232.80	0.00
84	PL-1	99.75	253.76	25.01	25'	180.39	0.00	99.74	252.76	0.01
85	HE-1	114.39	117.63	16.50	13' 6"	180.19	0.00	114.39	117.63	3.00
86	RE	207.46	183.57	8.33	8' 4"	89.93	0.00	207.44	183.57	0.00
87	RE	207.46	182.22	8.33	8' 4"	89.95	0.00	207.44	182.22	0.00
88	RE	105.47	117.15	8.33	8' 4"	179.95	0.00	105.47	117.15	0.00
89	RE	104.12	117.15	8.33	8' 4"	179.95	0.00	104.12	117.15	0.00
90	RE	101.90	139.51	8.33	8' 4"	89.95	0.00	100.90	158.51	0.00
91	RE	101.90	158.15	8.33	8' 4"	89.95	0.00	100.90	158.15	0.00
92	RE	199.25	215.58	8.33	8' 4"	359.53	0.00	199.25	215.58	0.00
93	RE	200.61	215.59	8.33	8' 4"	359.53	0.00	200.61	215.59	0.00
94	HB	98.00	163.35	18.33	18' 4"	0.00	0.00	98.00	163.35	0.00
95	HB	100.50	163.35	18.33	18' 4"	0.00	0.00	100.50	163.35	0.00
96	HB	98.00	158.95	18.33	18' 4"	0.00	0.00	98.00	158.95	0.00
97	HB	98.00	154.45	18.33	18' 4"	0.00	0.00	98.00	154.45	0.00
98	HB	100.50	154.45	18.33	18' 4"	0.00	0.00	100.50	154.45	0.00
99	HK	93.11	138.97	24.23	24' 3"	270.86	-90.53	111.83	138.69	8.82
100	HK	93.11	136.48	24.23	24' 3"	270.86	-90.53	111.83	136.20	8.82
101	HC	94.39	131.70	7.47	7'	90.00	-90.00	87.39	131.70	7.47
102	HC	94.39	166.26	7.47	7'	90.00	-90.00	87.39	166.26	7.47
7	PL-1	8.80	123.09	25.01	25'	88.80	0.00	9.80	125.11	0.01

NOTES

1. POLE MOUNT LUMINAIRES ARE INTENDEDN TO BE PLACED ON TOP OF 3'-0" TALL PIER BASE (25' OVERALL HEIGHT). PIER BASES OMITTED IN STUDY.
2. TYPE RE REMOTE EMERGENCY HEADS ARE SHOWN FOR REFERENCE, BUT ARE NOT TURNED ON IN NORMAL CALCULATIONS
3. CALCULATION GRID POINTS SET AT 10'-0" O.C.
4. PRO-TECH IS NEITHER LICENSED NOR INSURED TO CERTIFY CODE COMPLIANCE. AS SUCH, CODE COMPLIANCE REVIEW AND CERTIFICATION IF REQUIRED, TO BE PROVIDED BY OTHERS
5. OBSTRUCTIONS, CHANGES TO REFLECTANCE VALUES, FIXTURE TYPE, LOCATIONS, LIGHT LOSS FACTORS, LUMEN OUTPUT OR DIMENSIONAL DATA WILL AFFECT ILLUMINATION LEVELS
6. PHOTOMETRIC MODELS ARE A MATHEMATICAL APPROXIMATION OF REAL-WORLD LIGHTING APPLICATION RESULTS AND CANNOT ACCOUNT FOR VAIRANCES IN TERRAIN, LANDSCAPE, OBSTRUCTIONS OR ATMOSPHERIC CONDITIONS

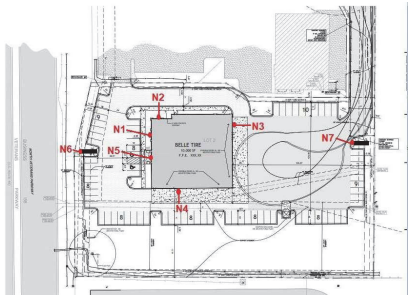
PRO-TECH
ENGINEERING & SERVICES

BELLE TIRE
BLOOMINGTON, IL
PREPARED FOR ENRIGHT ARCHITECTS

Designer KI
Date 08/17/2022
Scale Not to Scale
Drawing No.
Summary SITE LIGHTING

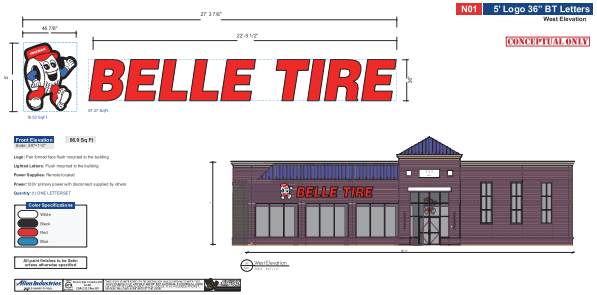
1 of 1

Site Plan



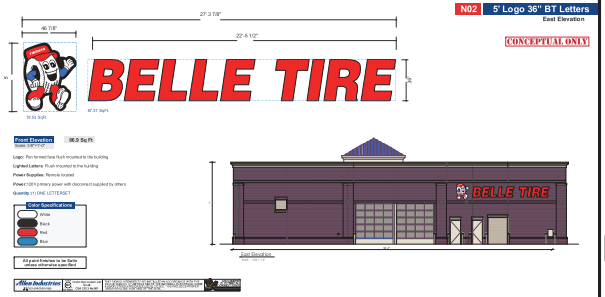
N01 5' Logo 36" BT Letters
West Elevation

CONCEPTUAL ONLY



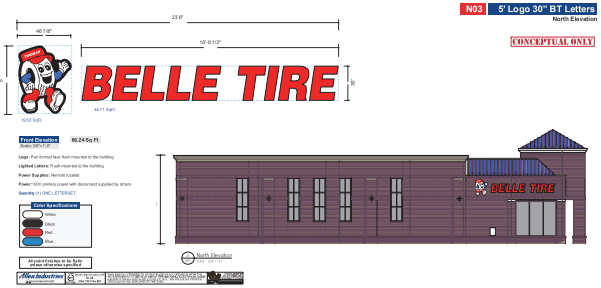
N02 5' Logo 36" BT Letters
East Elevation

CONCEPTUAL ONLY



N03 5' Logo 30" BT Letters
North Elevation

CONCEPTUAL ONLY



N04 7' Logo 36" BT Letters & 24" CAS Letters
South Elevation

CONCEPTUAL ONLY

N05 5' Lobby Logo
West Elevation

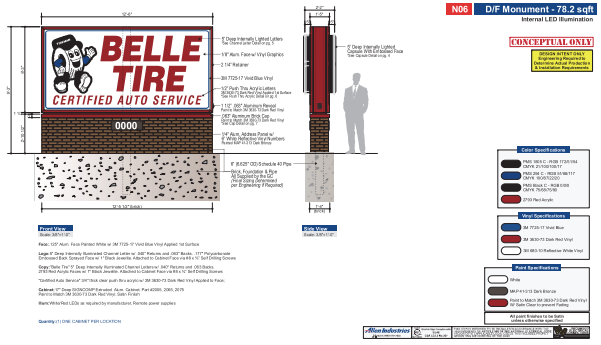
CONCEPTUAL ONLY

NOTE: No weep holes in lobby logo

N06 D/F Monument - 78.2 sqft
Internal LED Illumination

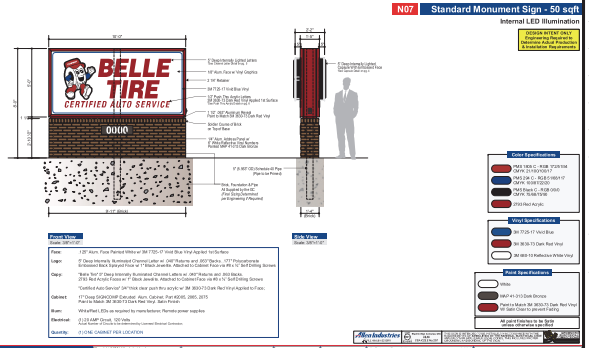
CONCEPTUAL ONLY

DESIGN INTENT ONLY Engineering Required to Address Wind Loads & Installation Requirements



N07 Standard Monument Sign - 50 sqft
Internal LED Illumination

DESIGN INTENT ONLY Engineering Required to Address Wind Loads & Installation Requirements

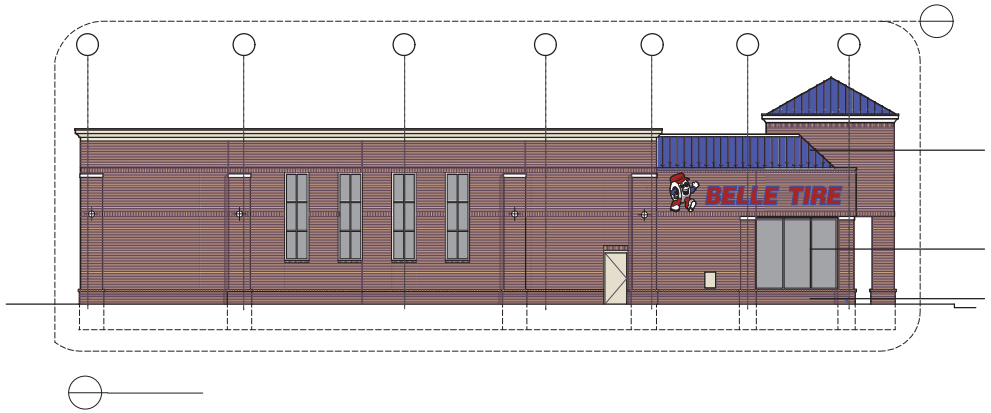


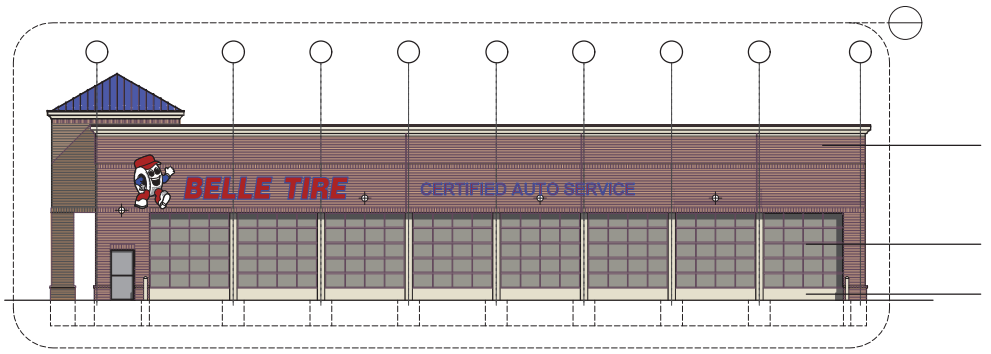
LICENSED ARCHITECT
CHRISTOPHER VINCENT ENRIGHT
001-024653
STATE OF ILLINOIS

CHRISTOPHER ENRIGHT ARCHITECTS
A PROFESSIONAL CORPORATION

MATERIALS:

MARK	MATERIAL	DESCRIPTION
EIFS-1	E.I.F.S.	STO-STOLIT 1.0 MOONLIT SAND 10511-64
B-1	FACE BRICK	HEARTLAND WOODBURY BY GLEN-GERY BRICK CO.
GL-1	GLAZING SYSTEM	GLAZING: 1" INSUL - PPG SOLARBRAND 60 SOLAR CONTROL LOW "E" CLEAR, LOW REFLECTIVE INSULATING GLASS - IN CLEAR ANODIZED FRAMING SYSTEM SERIES 200 BY TUBELIGHT CORP. PROVIDE TEMPERED GLASS AS REQUIRED
GL-2	GLAZING SYSTEM	GLAZING: 8/8" TWIN WALL HONEYCOMB POLYCARBONATE PANELS - IN CLEAR ANODIZED FRAMING SYSTEM SERIES 200 BY TUBELIGHT CORP.
MC-1	COPING	DURO-LAST 2 PIECE SNAP-ON METAL FASCIA - KYNAR FINISH - COLOR TO MATCH EIFS
PS-1	COPING	PRE-CAST CONCRETE STONE - BUFF SUBMIT SAMPLE FOR ARCHITECTS APPROVAL
P-1	PAINT	#2333 CAPE COD GREY - INDUSTRIAL ENAMEL PRATT & LAMBERT / #7666 GRAY MATTERS SHERWIN WILLIAMS
P-2	PAINT	GRENADIER RED - PRATT & LAMBERT
P-3	PAINT	PAINT TO MATCH EIFS
P-4	PAINT	DRYFALL - BRILLIANT WHITE
P-5	PAINT	GENERAL WHITE - INDUSTRIAL ENAMEL PRATT & LAMBERT
P-7	PAINT	BLACK SEMI-GLOSS - ALL MANUFACTURERS
P-8	PAINT	HC-75 MARYVILLE BROWN





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001-024653
STATE OF ILLINOIS

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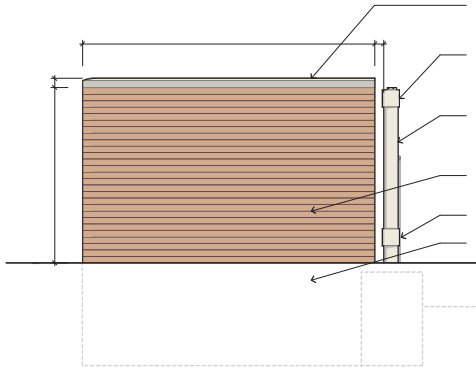
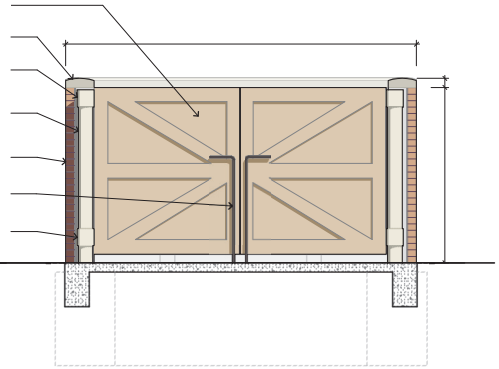
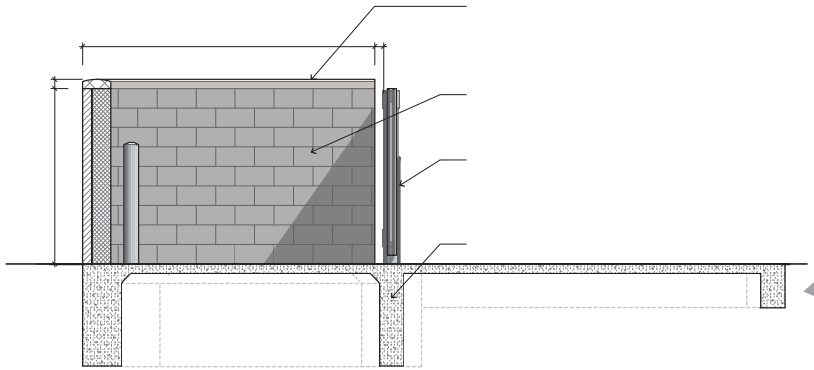
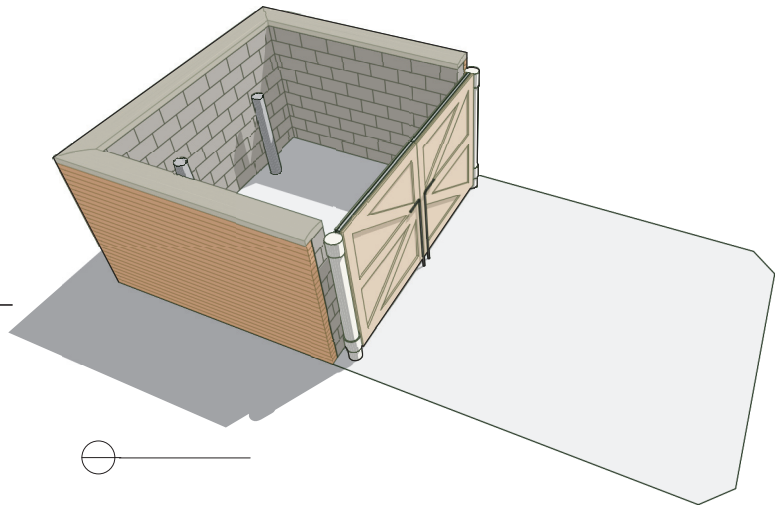




MATERIALS:		
MARK	MATERIAL	DESCRIPTION
EIFS-1	E.I.F.S.	STO-STOLIT 1.0 MOONLIT SAND 10611-64
B-1	FACE BRICK	HEARTLAND WOODBURY BY GLEN-GERY BRICK CO.
GB-1	GLAZED BLOCK	TRENWYTH ASTRA-GLAZE-SW + SERIES - COLOR = FIRESTONE RED
GL	GLAZING SYSTEM	GLAZING: 1" INSUL. - PPG SOLARBRAND 60 SOLAR CONTROL LOW "E" CLEAR, LOW REFLECTIVE INSULATING GLASS - IN CLEAR ANODIZED FRAMING SYSTEM SERIES 200 BY TUBELIGHT CORP. PROVIDE TEMPERED GLASS AS REQUIRED
MC-1	COPING	DURO-LAST 2 PIECE SNAP-ON METAL FASCIA - KYNAR FINISH - COLOR TO MATCH EIFS
PS-1	COPING	PRE-CAST CONCRETE STONE - BUFF SUBMIT SAMPLE FOR ARCHITECT'S APPROVAL
P-1	PAINT	#2333 CAPE COD GREY - INDUSTRIAL ENAMEL PRATT & LAMBERT / #7666 GRAY MATTERS SHERWIN WILLIAMS
P-2	PAINT	GRENADIER RED - PRATT & LAMBERT
P-3	PAINT	PAINT TO MATCH EIFS
P-4	PAINT	DRYFALL - BRILLIANT WHITE
P-5	PAINT	GENERAL WHITE - INDUSTRIAL ENAMEL PRATT & LAMBERT
P-7	PAINT	BLACK SEMI-GLOSS - ALL MANUFACTURERS
P-8	PAINT	HC-75 MARYVILLE BROWN





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9/26/2022

1501 N Veterans Pkwy - Aerial Map

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McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.

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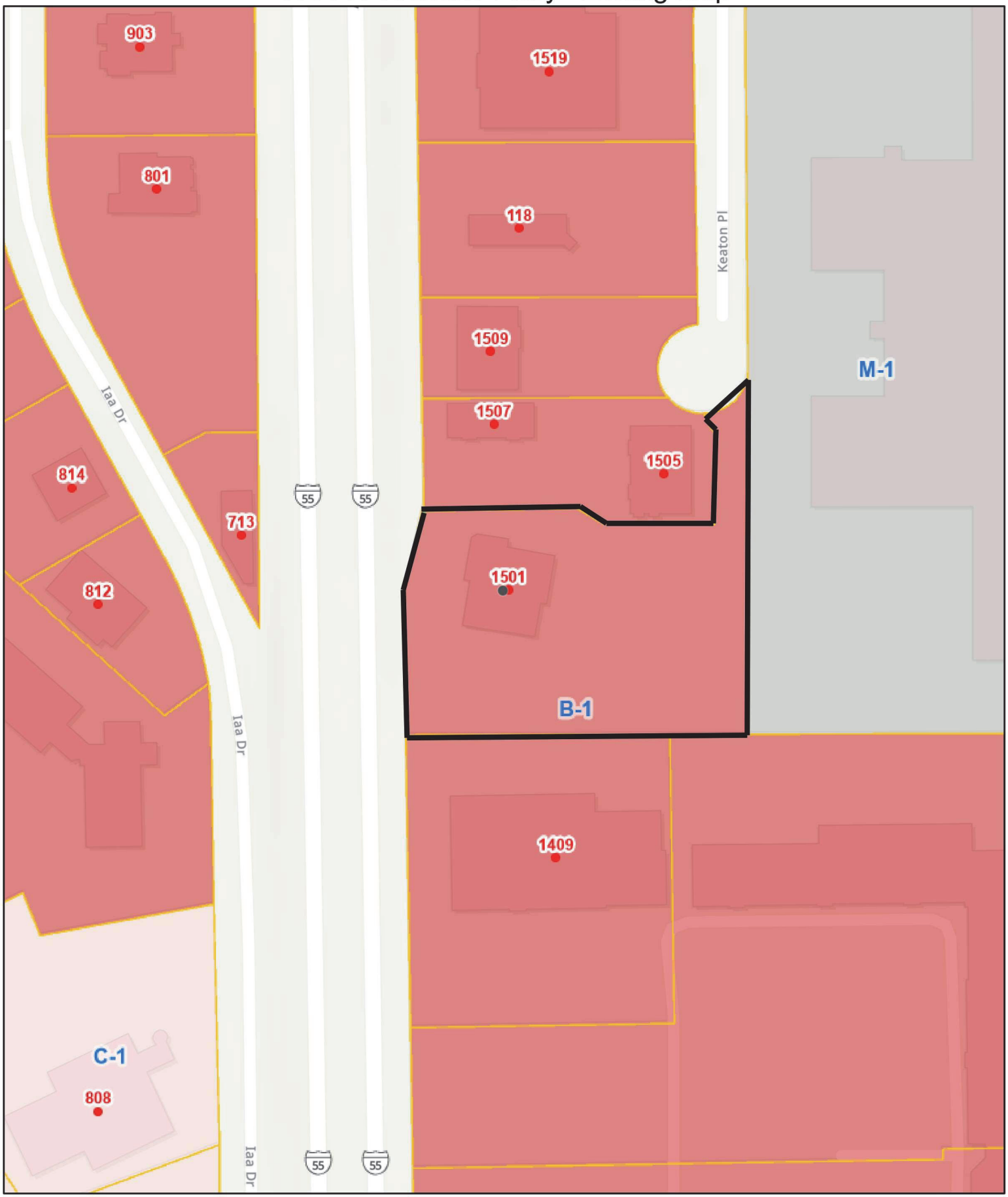
mi

1 inch = 188 feet

McGIS

9/26/2022

1501 N Veterans Pkwy - Zoning Map



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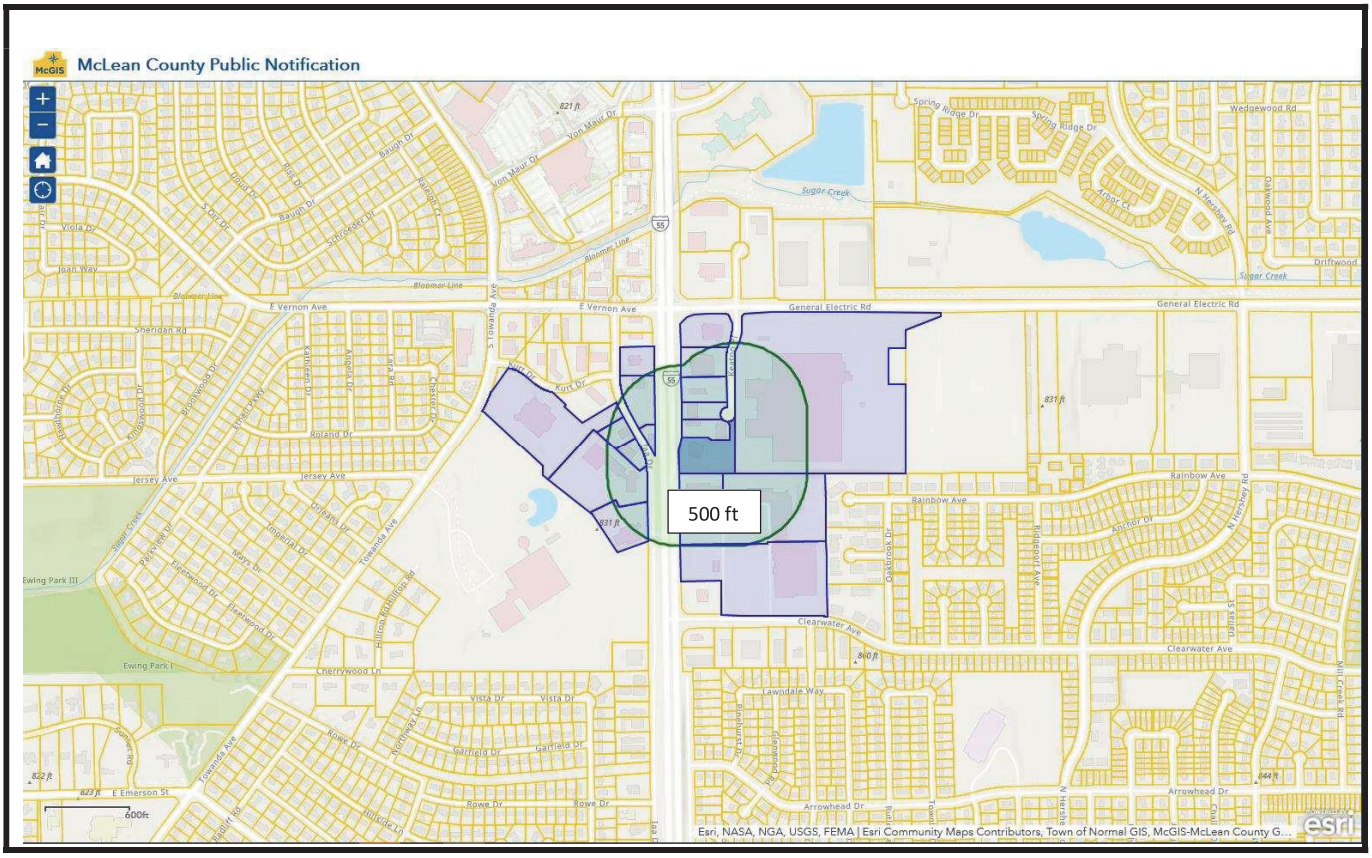
mi
1 inch = 188 feet

McGIS

Map of notified properties within 500 ft of subject property



Mr. Wetterow called the roll. Mr. Krieger – Present, Mr. Muehleck – Present, Mr. Galpalli - Present, Ms. Beyer – Present, and Chair Mohr - Present. With 5 members present, a quorum was established.

MINUTES

Mr. Muechleck motioned to approve the minutes from the September 7th, 2022, meeting. Mr. Krieger seconded. A voice vote was held. All ayes. The motion passed.

PUBLIC COMMENT

Chairperson Mohr notified those present that public comment is for items not on the agenda.

There were no public comments.

REGULAR AGENDA

A. Z-10-22 Public hearing, review and action on a petition submitted by Habitat For Humanity of McLean County requesting approval of a Zoning Map Amendment for the property located at 1305 Bunn Street, from R-1C (Single-Family Residence) District to R-2 (Mixed Residence) District. (PIN: 21-09-284-010) ***Tabled to November 2nd Regular Meeting***

City Staff Glen Wetterow noted the case has been tabled at the request of the petitioner. The case will be tabled to the November 2nd regular meeting.

Chairperson Mohr informed those present that staff would be present after the meeting to discuss the status of this case if any of them had come to speak on the case.

B. PR-09-22 Public hearing, review and action on a petition submitted by Christopher Enright of Enright Architects requesting approval of a Legislative Site Plan with a Special Use, and potential variances, for the property located at 1501 N. Veterans Parkway. PIN: 14-35-203-005.

City Staff Jon Branham presented the staff report, with a recommendation for approval.

Mr. Branham noted there were three separate items included in the request: legislative site plan review, special use, and a variance. He stated the location previously was occupied by Biaggi's restaurant, which has been vacant for several years. He stated the proposal met all bulk requirements for the B-1 zoning district. He noted there were additional standards for vehicle repair and service uses. He stated one of the requirements is the building cannot exceed 20 feet in height which is significantly less than the 35-foot height allowance for the B-1 district. He stated the petitioner is requesting a variance from this item. Mr. Branham

also explained how the location quadrant standard applied to this case and how staff agreed that standard was met.

Commissioner Beyer inquired about the quadrant standard application. Mr. Branham stated it was an interpretation consistent with other standards. Commissioner Beyer also inquired if consideration should be given to economic impacts beyond 500 feet from the site. Mr. Branham outlined notice requirements as stated in the code and applicable standards for review.

Chair Mohr asked Mr. Boyle about the level of consideration the Commission should give to the impact this has on existing businesses. Mr. Boyle stated it was not totally unrelated but the focus should be on the specific use and site layout, and how it will affect neighboring properties.

There was further discussion regarding the standards as related to economic impact.

Chair Mohr inquired about the northwestern cross-access point with the property to the north. Mr. Branham stated it was an existing condition and had not been identified as an issue during initial review.

Commissioner Beyer inquired about emergency vehicles access. Mr. Branham identified expected emergency vehicle routing.

John Merzwicki of Enright Architects **(628 East Parent Avenue, Suite 100, Royal Oak, Michigan 48067.)** spoke on behalf of the project. He stated the location is over 1000 feet south of the intersection of Veterans Parkway and G.E. Road. He stated primary access to the site would occur via Keaton Place. He described the Belle Tire organization and typical operation He added it was a family-owned business and had been in operation for over 100 years. He also elaborated on the building elevations and the necessity for the height variance request.

Commissioner Beyer inquired about potential noise impact. Mr. Merzwicki responded with details regarding common noise levels and stated the company has moved to all electric tools.

Commissioner Galpalli inquired about service details. Mr. Merzwicki stated that there would be no body work or engine work. He stated all work would be related to the wheels.

Commissioner Beyer inquired if the business would offer oil changes. Mr. Merzwicki responded yes but that it was not a primary business function. Commissioner Beyer also inquired about the direction the work bays would face. The Petitioner stated the bays would face south.

Chair Mohr inquired about the value of northwestern access point. Mr. Merzwicki stated there could be limited use, but most customers would likely utilize Keaton Place.

Mr. Branham stated cross-access between sites in this type of situation is encouraged by the Code.

Commissioner Beyer inquired about shared parking with adjacent properties. Mr. Merzwicki stated all customer and patron parking would be maintained on site. He stated he was not aware of any existing shared parking agreements.

Commissioner Galpalli inquired about truck deliveries. Mr. Merzwicki stated two deliveries were expected per week from a full-size delivery truck for loading and unloading of products.

Chair Mohr inquired about the amount of parking provided. Mr. Merzwicki stated the ideal number of parking spaces is 50-60 spaces. Mr. Branham noted approximately 30 spaces were required by the Code and over 50 were provided.

Commissioner Beyer inquired about the types of vehicles that would be serviced. The Petitioners stated only consumer vehicles and small commercial trucks would be serviced. He added they do not service larger commercial vehicles or semi-trucks.

Chair Mohr read in comments from the emailed written comments provided to staff.

Mr. Boyle noted emails written comments should not be given the same level of testimonial consideration as cross examination cannot occur.

Mark Sperry, 754 Canyon Creek, Normal, IL, stated he was the owner of Mechanical Devices and partial owner of the old G.E. building located east of the site. He inquired about parking on Keaton Place and stated truck turning had been an issue in the past. Mr. Merzwicki responded that the site was designed specifically to accommodate truck traffic and it would not be an issue.

There were no additional questions from the Commission and no additional testimony from the public.

Chair Mohr inquired if any Commissioners were interested in adding any amendments to the motions. None were proposed.

Commissioner Krieger made a motion to establish findings of fact that the subject property meets the Legislative Site Plan Review criteria in Chapter 44.17-9 of the City Code and recommend that City Council approve a Site Plan for the property located at 1501 N Veterans Parkway (PIN: 14-35-203-005) The motion was seconded by Commissioner Galpalli. Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Galpalli - Yes, Ms. Beyer – Yes, and Chair Mohr - Yes. (5-0). The motion passed.

Commissioner Muehleck made a motion to establish findings of fact that the subject property meets the Special Use criteria in Chapter 44, 17-7 of the City Code and recommend that City Council approve a Special Use to allow a Vehicle Repair & Service use in the B-1 (General

Commercial) District for the property located at 1501 N Veterans Parkway (PIN: 14-35-203-005) The motion was seconded by Commissioner Beyer. Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Galpalli - Yes, Ms. Beyer – Yes, and Chair Mohr - Yes (5-0). The motion passed.

Commissioner Galpalli made a motion to establish findings of fact that the subject property meets the Variance criteria in Chapter 44, 17-9-D of the City Code recommend that the City Council approve a Variance associated with this site plan, to allow construction of the building at 24 feet, which exceed the 20-foot height requirement for the property located at 1501 N Veterans Parkway (PIN: 14-35-203-005) The motion was seconded by Commissioner Beyer. Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Galpalli - Yes, Ms. Beyer – Yes, and Chair Mohr - Yes (5-0). The motion passed.

Chair Mohr noted that the lower height issue has come up previously with similar types of development and perhaps the additional standard was too low. Staff agreed and noted this is something they are looking to address in future text amendments.

Staff stated that this case will be placed on the October 24, 2022, City Council agenda for final consideration.

C. PR-10-22 Public hearing, review and action on a petition submitted by James A. Shirk of Sunrise Company, L.L.C. requesting approval of a Legislative Site Plan, with potential variances, for the property generally located at the intersection of Woodrig Road and Breezewood Boulevard. PIN: 21-21-201-012.

City Staff Jon Branham presented the staff report, with a recommendation for approval.

Amended preliminary plan was approved in May 2022. Plan is for four total buildings on the site, but the site plan only addresses one building. Meets bulk requirements for B-1. Sidewalks and bicycling parking requirements were not addressed on plan, but had been brought to the attention of the petitioner and they have agreed to comply with related code requirements.

Commissioner Beyer- limitation on type of commercial traffic on 51 and Breezewood – PW did not raise this issue– size of entry was addressed as it was designed to accommodate larger vehicles.

Kyle Glandon - Workbench - first phase of multiple phase development. Only have 4 overhead doors so would no accommodate much traffic. Adjusted entrance so truck can enter onto and off of Breezewood without impacting traffic.

There were no additional questions from the Commission and no additional testimony from the public.

Commissioner Galpalli made a motion to establish findings of fact that the subject property meets the Legislative Site Plan Review criteria in Chapter 44.17-9 of the City Code and recommend that City Council approve a Site Plan for the property located at 101 Woodrig Road

CONSENT AGENDA ITEM NO. 7.T

FOR COUNCIL: October 24, 2022

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance approving a Site Plan for Trade and Construction Services, Building Materials and Supplies, and General Office Uses in the B-1 (General Commercial) District for Property Located at 101 Woodrig Road, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington
Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: The Petitioner, Sunrise Company, LLC, is requesting approval of a Legislative Site Plan to develop Trades and Construction Services, Building Materials and Supplies, and General Office Uses for the property located at 101 Woodrig Road.

Summary of Request:

- Site plan approval for construction of a trade & construction service, building supplies, and general office uses.
- The proposed facility is roughly 35,000 square feet in size.
- No variances were requested as part of the site plan.

On Thursday, October 6, 2022, the Planning Commission held a public hearing, found the request met the standards for approval, and voted 5-0-0 to recommend approval of the Legislative Site Plan to the City Council, with no conditions.

For more detailed information, please see the attached Staff Memorandum to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Wednesday, September 19, 2022, and courtesy notices were mailed to 37 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location may generate additional tax revenues including Property Tax, Home Rule & State Sales Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and**

objectives of the Bloomington Comprehensive Plan 2035: Goal ED-4.2. (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

Respectfully submitted for consideration.

Prepared by: Jon Branham, Sr. Economic Development Coordinator

ATTACHMENTS:
E&CD 4B Ordinance
E&CD 4C Staff Report PR-10-22
E&CD 4D Draft Minutes PR-10-22

ORDINANCE NO. 2022-_____

AN ORDINANCE APPROVING A SITE PLAN FOR A TRADE AND CONSTRUCTION SERVICES, BUILDING MATERIALS AND SUPPLIES, AND GENERAL OFFICE USES, IN THE B-1 (GENERAL COMMERCIAL) DISTRICT FOR PROPERTY LOCATED AT 101 WOODRIG ROAD

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a Site Plan for Trade and Construction Services, Building Materials and Supplies, and General Office Uses, in the B-1 (General Commercial) District, for the property located at 101 Woodrig Road, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a site plan, illustrated in Exhibit "B" and hereinafter referred to as "Plan"; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Site Plan meets the standards for granting Site Plan approval set forth in Bloomington City Code § 44-1709; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and allow this Site Plan.

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 adopts the findings of fact of the planning commission and the Site Plan for Trade & Construction Service, Building Supplies, and General Office Uses in the B-1 (General Commercial) District, for the property at 101 Woodrig Road, legally described in Exhibit "A", is hereby approved.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 24th day of October 2022.

APPROVED this _____ day of October 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

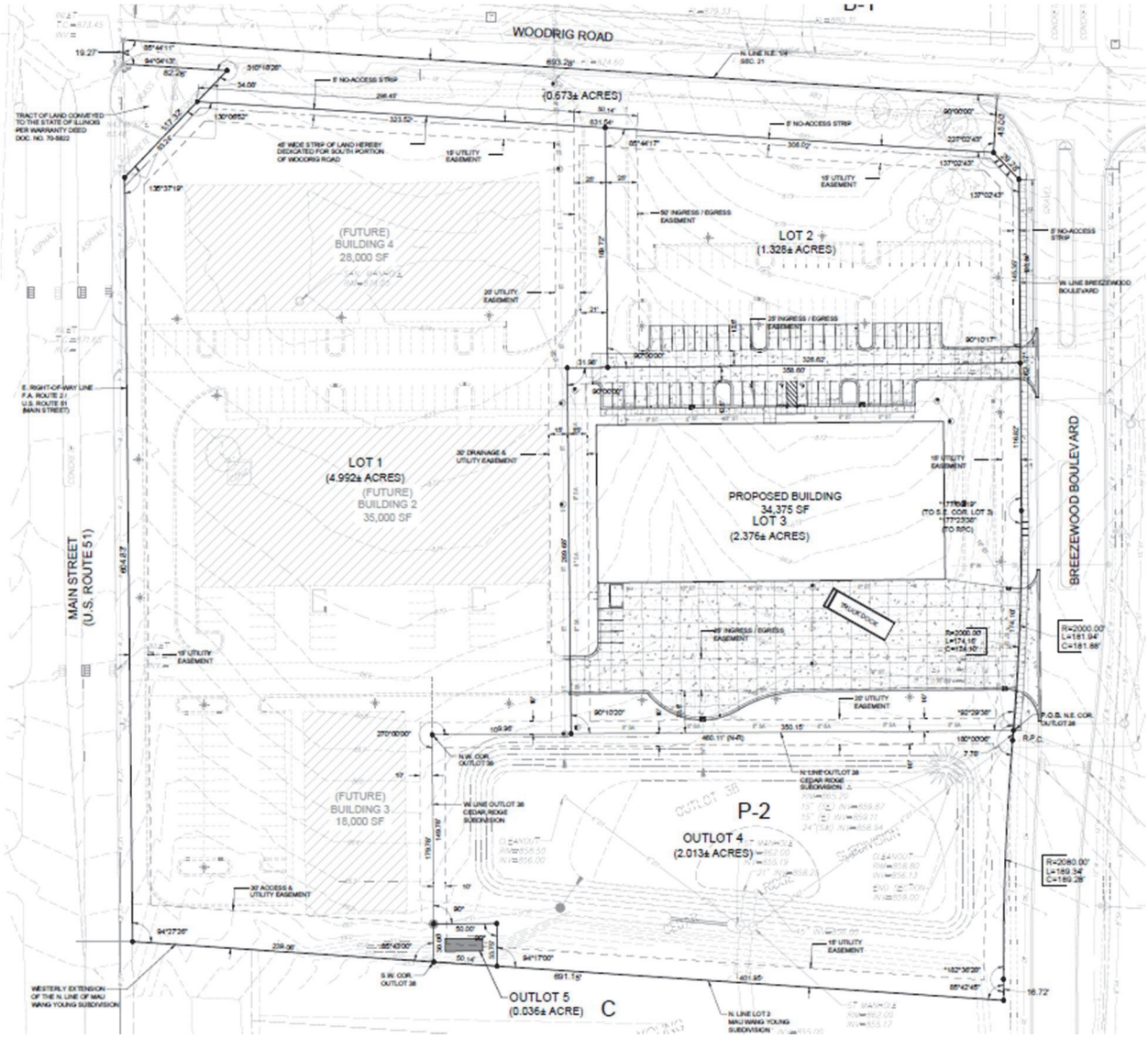
EXHIBIT A

Legal Description

Outlot 38 in Cedar Ridge Subdivision according to the plat thereof recorded January 17, 2008 as Document No. 2008-1507 in the McLean County Recorder's Office, and a part of the Northeast Quarter of Section 21, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of said Outlot 38. From said Point of Beginning, thence north 174.16 feet along the West Line of Breezewood Boulevard being the arc of a curve concave to the west with a radius of 2000.00 feet and the 174.10 foot chord of said arc forms an angle of 92°-29'-38" as measured from west to north with the North Line of said Outlot 38; thence north 262.17 feet along said West Line of Breezewood Boulevard as shown in said Cedar Ridge Subdivision which forms an angle to the right of 177°-30'-19" with the last described chord; thence northwest 29.28 feet along said West Line of Breezewood Boulevard which forms an angle to the right of 137°-02'-43" with the last described course to the South Right-of-Way Line of Woodrig Road; thence north 45.00 feet along a line which forms an angle to the right of 227°-02'-43" with the last described course to the North Line of said Northeast Quarter; thence west 693.28 feet along said North Line which forms an angle to the right of 90°-00'-00" with the last described course to the East Right-of-Way Line of F.A. Route 2/U.S. Route 51; thence south 19.27 feet along said East Right-of-Way Line which forms an angle to the right of 85°-44'-11" with the last described course to the Northwest Corner of a tract of land conveyed to the State of Illinois in Warranty Deed recorded September 9, 1970 as Document No. 70-5822; thence east 82.26 feet along the North Line of said tract of land conveyed to the State of Illinois which forms an angle to the right of 94°-04'-13" with the last described course to the Northeast Corner thereof; thence southwest 117.32 feet along the Southeast Line of said tract of land conveyed to the State of Illinois which forms an angle to the right of 310°-18'-28" with the last described course to the Southwest Corner thereof, being on said East Right-of-Way Line of F.A. Route 2/U.S. Route 51; thence south 604.83 feet along said East Right-of-Way Line which forms an angle to the right of 135°-37'-19" with the last described course to the Westerly Extension of the North Line of Mau Wang Young Subdivision according to the plat thereof recorded September 1, 1977 as Document No. 77-13331 in said Recorder's Office; thence east 239.06 feet along said Westerly Extension and the North Line of Mau Wang Young Subdivision which forms an angle to the right of 94°-27'-26" with the last described course to the Southwest Corner of said Outlot 38; thence north 179.78 feet along West Line of said Outlot 38 which forms an angle to the right of 85°-43'-00" with the last described course to the Northwest Corner thereof; thence east 460.11 feet along North Line of said Outlot 38 which forms an angle to the right of 270°-00'-00" with the last described course to the Point of Beginning.

PIN: 21-21-201-012

EXHIBIT B


WOODRIG ROAD
(0.673± ACRES)
LOT 2
(1.328± ACRES)
(FUTURE)
BUILDING 4
26,000 SF
LOT 1
(4.952± ACRES)
(FUTURE)
BUILDING 2
35,000 SF
PROPOSED BUILDING
34,375 SF
LOT 3
(2.376± ACRES)
(FUTURE)
BUILDING 3
18,000 SF
P-2
OUTLOT 4
(2.013± ACRES)
OUTLOT 5
(0.036± ACRE)
C
MAIN STREET
(U.S. ROUTE 51)
BREEZEWOOD BOULEVARD
TRUCK DOCK
P.O.B. N.E. COR. OUTLOT 3B
P.O.C.

PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	October 6, 2022
CASE NO:	PR-10-22, Site Plan Review
REQUEST:	Public hearing, review, and action on a petition submitted by James A. Shirk, Sunrise Company, LLC, requesting approval of a Site Plan to allow Trade & Construction Service, Building Supplies, and General Office Uses in the B-1 (General Commercial) District for the property located at 101 Woodrig Road, in Bloomington (PIN: 21-21-201-012) (Ward 2).

BACKGROUND

Petitioners' request:
The petitioner is requesting a Legislative Site Plan Review to develop a building to be occupied with Trade & Construction Service, Building Supplies, and General Office Uses at the subject property. All the proposed uses are identified as Permitted Uses in the B-1 (General Commercial) District.

The petitioner is proposing to construct a 35,000 square foot multi-tenant building with associated surface parking at the site. The building is proposed at 30 feet in height. The current site is part of a larger overall site development which could include three other buildings and surface parking to be constructed in the future. An amended preliminary plan for the overall site was recently approved in May 2022. All bulk requirements have been met. Pedestrian access to the site and bicycle parking has not been identified.

Property Characteristics:
The subject property consists of approximately 2.3 acres of land located near the southwestern intersection of Woodrig Road and Breezewood Boulevard in Bloomington. The property was previously vacant. The surrounding properties consist of commercial and public zoning districts. The surrounding uses also consist of some commercial and manufacturing uses, though most of the area remains undeveloped.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, September 19, 2022. Courtesy notices were mailed to 37 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	B-1, (General Commercial)	Commercial (vacant)
South	P-2, (Public Lands & Institutions)	Public (vacant)
East	B-1, (General Commercial)	Commercial (vacant)
West	B-1, (General Commercial)	Commercial (vacant)

ANALYSIS

Compliance with the Comprehensive Plan
The subject property is identified as Tier 1-Infill Redevelopment Priority. The Future Land Use map identifies the site as Regional Commercial. Approval of the Site Plan algins with the following goals of the Comprehensive Plan: Goal ED -4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City)

STANDARDS FOR REVIEW

Ch. 44, 17-9 Legislative site plan review
The Site Plan review process is intended to protect the public interest in safety, economy, and from adverse site development that may be detrimental to neighboring property owners and the surrounding area. The following standards and objectives shall guide the review of City staff, the Planning Commission, and the City Council in making a determination on the proposed Site Plan.

1. **The extent to which potential incompatibilities between the proposed development and surrounding existing development and/or zoning is minimized by such design features as placement of buildings, parking areas, access driveways and existing or proposed topography.**

   The proposed development is not incompatible with the existing development in the area. The site design is consistent with other developments on surrounding properties in the direct area. The building will meet all bulk requirements for B-1 zoning. The parking lot meets the code requirements for off-street parking and loading. All landscaping requirements have been met. **Standard is met.**

2. **The extent to which the proposal minimizes any adverse impact of the development upon adjoining land.**

   The proposed uses will not have any adverse impacts on the development of adjoining land. The uses are permitted within the zoning and is compatible with the uses of the surrounding properties. The building and landscaping shall comply with code requirements. The trash enclosure shall be fully screened as City Code requires. **Standard is met.**

3. **The extent to which adequately improved streets connected to the improved arterial street system are available or can be reasonably supplied to serve the uses proposed in the development.**
   The site is accessible by and directly situated on Breezewood Boulevard. All curb cuts and aprons at the site will need to meet code requirements. **Standard is met.**

4. **Standard: the extent to which the proposed development will favorably or adversely affect other persons or property and, if so, whether because of circumstances peculiar to the location the effect is likely to be greater than is ordinarily associated with the development of the type proposed.**

   The surrounding properties are all zoned commercial. The uses range from commercial, office, and residential. The proposed uses at the site would be complementary to the existing surrounding uses. **Standard is met.**

*There are no additional requirements noted for Trade & Construction Services, Building Materials & Supplies, or General Office uses.

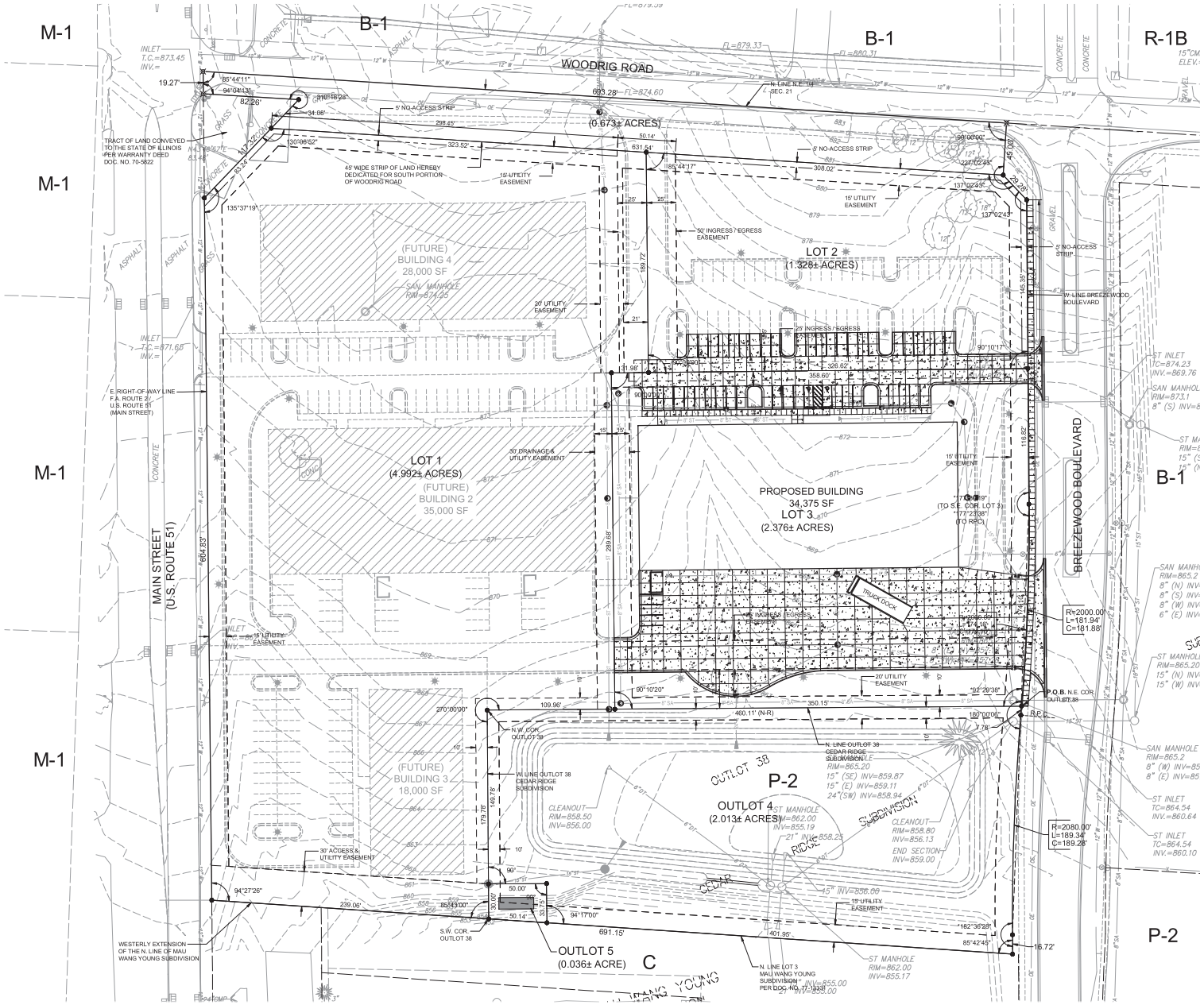
STAFF RECOMMENDATION

Staff finds that the application meets the standards for site plan review and recommends its approval. Staff recommends that the Commission take the following actions:

1. Motion to establish findings of fact that the subject property meets the Legislative Site Plan Review criteria in Chapter 44.17-9 of the City Code and recommend that City Council approve a Site Plan for the property located at 101 Woodrig Road (PIN: 21-21-201-012) (Ward 2).

Respectfully submitted,
Jon Branham
City Planner

Attachments:
- Draft ordinance
- Building Plans
- Aerial map
- Zoning map
- Neighborhood notice and map



1 OVERALL SITE PLAN
SCALE: 1"=40'

U.S. SURVEY FEET

NORTH

Farnsworth
GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:

#	DATE:	DESCRIPTION:

PROJECT:
Workbench Architects

101 Woodrig Road

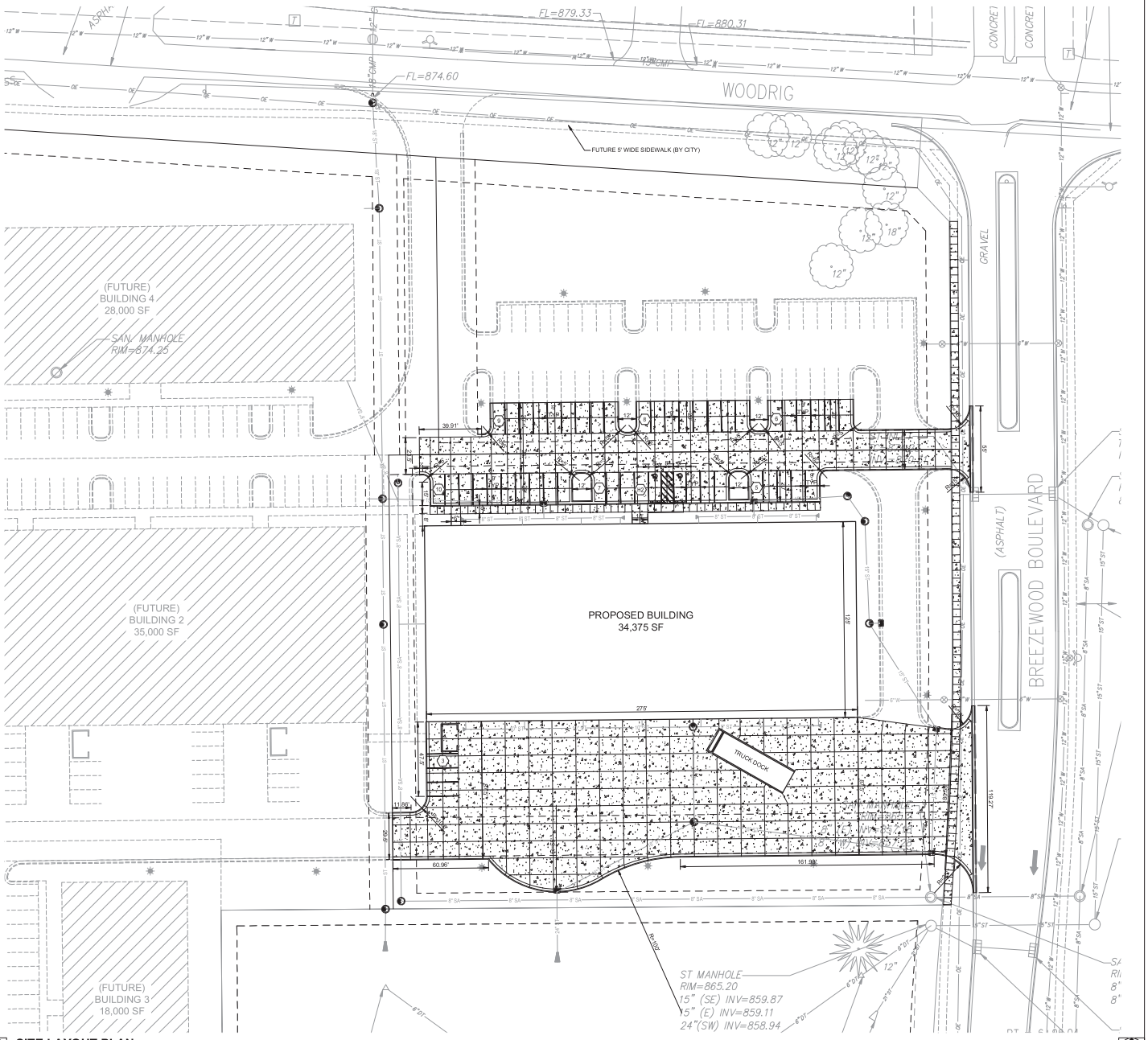
BLOOMINGTON ILLINOIS

DATE:	08/29/2022
DESIGNED:	CME
DRAWN:	AEO
REVIEWED:	CNF
FIELD BOOK NO.:	-

SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
C1.1

PROJECT NO.: 0220481.00



1 **SITE LAYOUT PLAN**
SCALE: 1"=30'

0 15 30 60
U.S. SURVEY FEET

NORTH

LOT SUMMARY	
PROPOSED GROSS FLOOR AREA =	34,375 SF
TOTAL LOT AREA =	3.70 AC

PROPOSED PARKING SUMMARY			
USE CATEGORY	GFA (SF)/UNITS	RATE	# SPACES
STORAGE FACILITIES, SINGLE TENANT	27675	1 SPACE / 2400 GFA	12
OFFICE SPACE	6700	1 / 200 GFA (1ST 2000 SF) AND 1 / 300 GFA, (OVER 2000 SF)	26
		NET PARKING SPACES BY CODE	38
		REQUIRED	PROVIDED
STANDARD PARKING SPACES		36	48
ADA PARKING SPACES		2	2
TOTAL SPACES		38	50

Farnsworth GROUP
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com
www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:

#	DATE:	DESCRIPTION:

PROJECT:
Workbench Architects

101 Woodrig Road

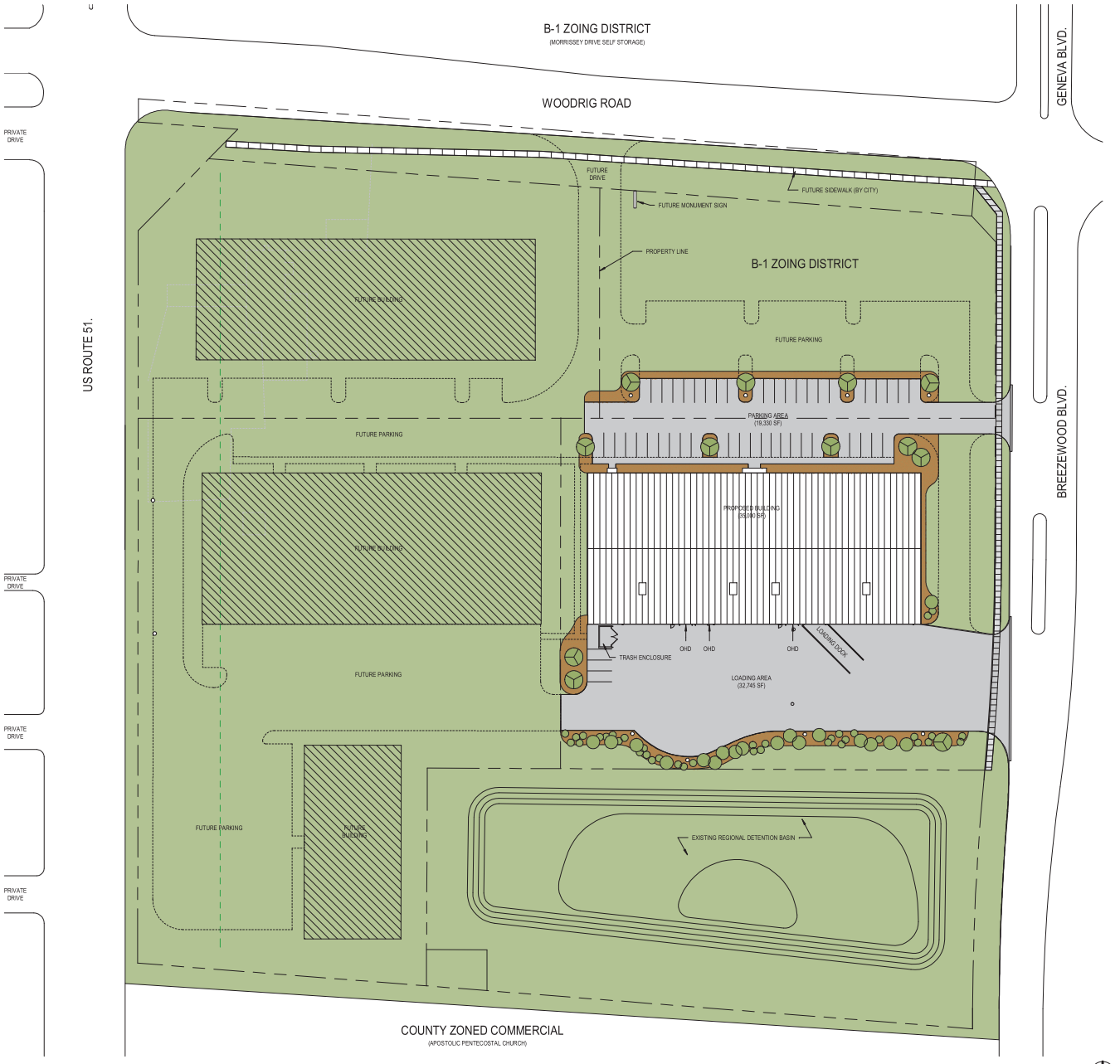
BLOOMINGTON ILLINOIS

DATE:	08/29/2022
DESIGNED:	CME
DRAWN:	AEO
REVIEWED:	CNF
FIELD BOOK NO.:	-

SHEET TITLE:
SITE LAYOUT PLAN

SHEET NUMBER:
C1.2
-

PROJECT NO.: 0220481.00



1 ARCHITECTURAL SITE PLAN
1" = 40'-0"

PRELIMINARY
NOT FOR
CONSTRUCTION

SCHEMATIC DESIGN

No.	Description	Date

Workbench
ARCHITECTS

234 E FRONT ST
BLOOMINGTON, IL 61701
License No. 184.007510-0001

Kyle T Glandon
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kyle@workbenchco.com

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DEVELOPER

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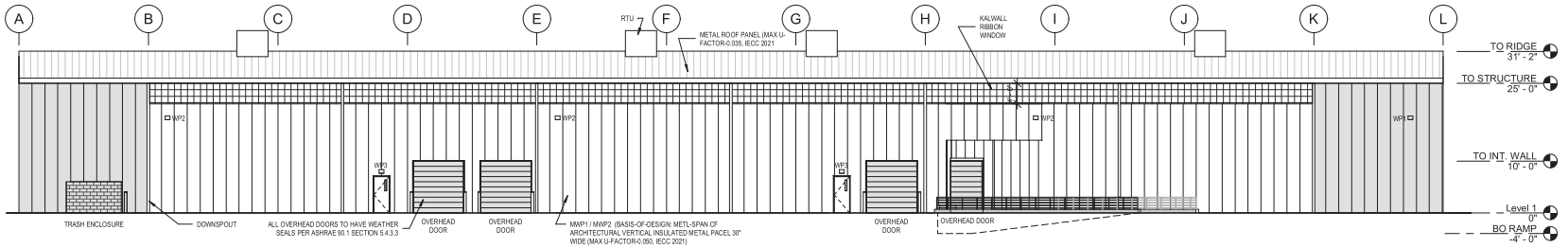
PROJECT

Woodrig Business Park
101 Woodrig Road
Bloomington, IL 61701

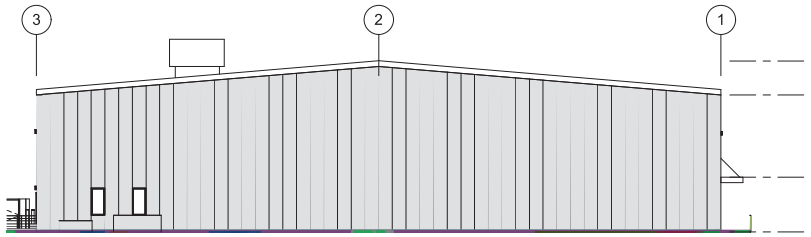
08.30.22

A0

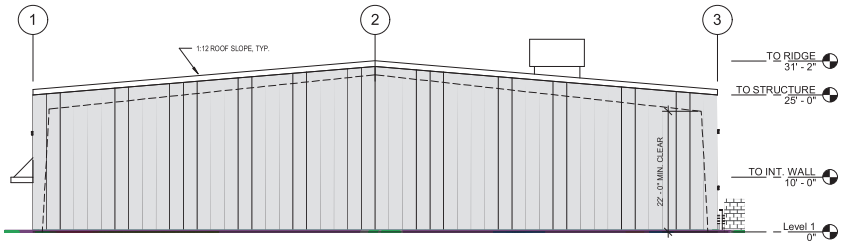
ARCHITECTURAL SITE PLAN - PHASE 01



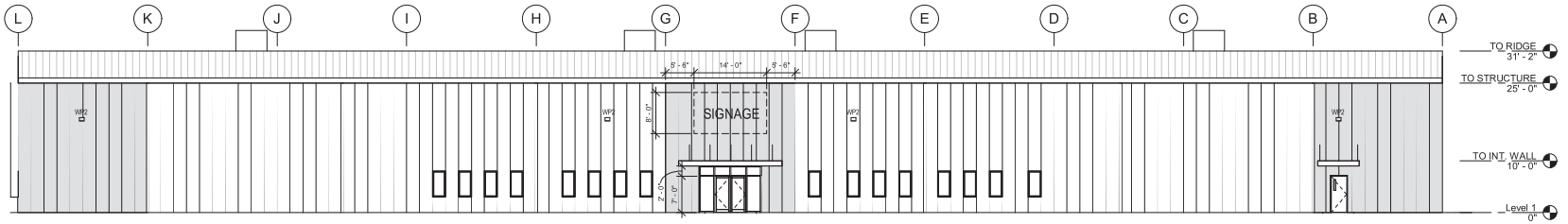
2 ELEVATION - SOUTH
3/32" = 1'-0"



1 ELEVATION - EAST
3/32" = 1'-0"



4 ELEVATION - WEST
3/32" = 1'-0"



3 ELEVATION - NORTH
3/32" = 1'-0"

PRELIMINARY
NOT FOR
CONSTRUCTION

SCHEMATIC DESIGN

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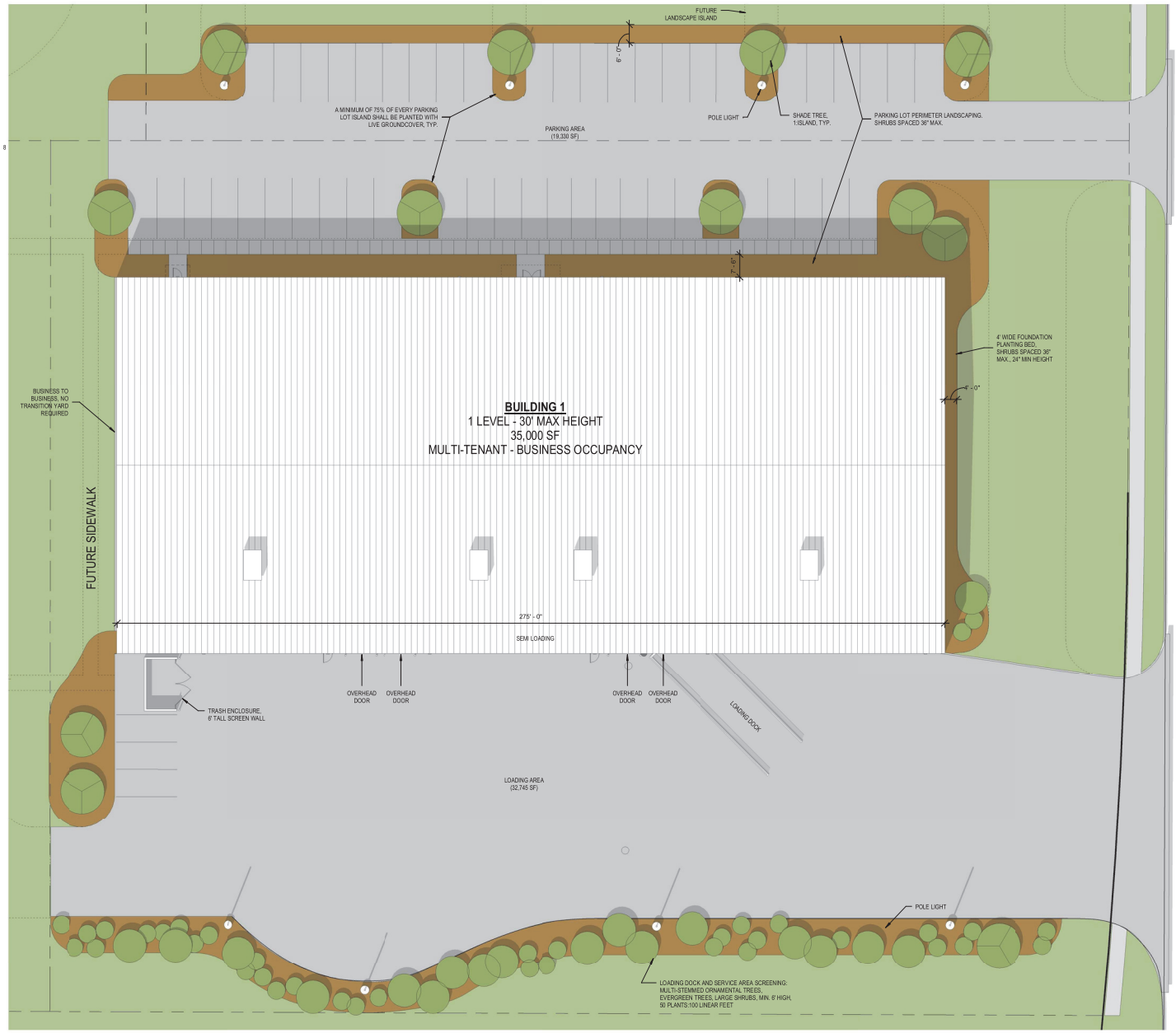
PROJECT

Woodrig Business Park
101 Woodrig Road
Bloomington, IL 61701

08.30.22

A6

SECTIONS + ELEVATIONS



1 LANDSCAPE PLAN

Scale: 1/16" = 1'-0"

GENERAL NOTES - SITE PLAN

1. ALL PROPOSED IMPROVEMENTS SHALL MEET THE LOCAL CODES AND BE APPROVED BY THE LOCAL AUTHORITIES HAVING JURISDICTION.
2. ALL DIMENSIONS ARE TO FACE OF BUILDING. REFERENCE ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND ADDITIONAL INFORMATION.
3. BUILDING HEIGHT, SITE LIGHTING, AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE LOCAL CODES AND AUTHORITIES HAVING JURISDICTION.
4. ON SITE ILLUMINATION SOURCES SHALL NOT CAST DIRECTLY ONTO ADJACENT PROPERTIES. ILLUMINATION LEVELS SHALL COMPLY WITH LOCAL CODES.
5. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW AT THE RIGHT-OF-WAY AND ADJACENT PROPERTIES.
6. CONTRACTOR SHALL NOTIFY AUTHORITIES HAVING JURISDICTION A MINIMUM OF 48 HOURS PRIOR TO POURING ANY PUBLIC SIDEWALK.
7. SIDEWALKS, CURBS, RAMPS, AND ACCESSIBLE PARKING STALLS SHALL BE CONSTRUCTED IN COMPLIANCE WITH ADA REQUIREMENTS.

GENERAL NOTES - LANDSCAPE

1. ALL SPECIES TO BE PLANTED MUST COMPLY WITH CITY OF BLOOMINGTON STANDARDS.
2. SEE TABLE 13050 FOR PLANT SPECIES DIVERSITY REQUIREMENTS.
3. **SHADES TREES**
   - A. SUN VALLEY MAPLE (ACER RUBRUM SUN VALLEY)
   - B. GINKGO BILOBA 'PRINCETON SENTRY' (GINKGO BILOBA)
   - C. SKYLINE HONEY LOCUST (GLEDITSIA 'SKYLINE')
4. **ORNAMENTAL TREES**
   - A. SERVICEBERRY 'AUTUMN BRILLIANCE' (AMELANCHER X GRANDIFLORA
5. LAWN TURF - RTF OR LOCAL SUN SHADE MIX
6. **DECIDUOUS SHRUBS**
   - A. GRO-LOW SUMAC (RHUS AROMATICA 'GRO-LOW')
   - B. HYDRANGEA 'BOBO' (HYDRANGEA PANICULATA ILVOBO)
   - C. DWARF KOREAN LILAC (SYRINGA X PALIBIN
7. **EVERGREEN SHRUBS**
   - A. BROWN YEW (TAXUS 'DENSI')
8. **ORNAMENTAL GRASS**
   - A. KARL FOERSTER GRASS (CALAMAGROSTIS X ACUTIFLORA)
   - B. PRAIRIE DROPSEED (SPOROBOLUS HETEROLEPIS)

Table 13050: Minimum Sizes and Spacing

Type of Plant Material	Minimum Plant Sizes	Spacing Requirements
Canopy/Shade Trees	2 ½ inch caliper	25 feet on center
Ornamental/Understory Trees	2 inch caliper (clump form); 5 feet height (clump form)	15 feet on center
Evergreen Trees	5 feet height	20 feet on center
Shrubs	2 feet height or spread	5 feet to 4 feet on center

Table 13050: Plant Species Diversity

Total Number of Plants Per Plant Type	Maximum of Any Species	Minimum of Any Species	Minimum Number of Species
1-5	100%	Not Applicable	1
6-10	60%	20%	2
11-15	40%	10%	3
16-500	30%	5%	4
501-1000	20%	5%	10
1000+	15%	4%	15

PRELIMINARY NOT FOR CONSTRUCTION

SCHEMATIC DESIGN

No.	Description	Date

Workbench ARCHITECTS

234 E FRONT ST
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License No. 184.007510-0001

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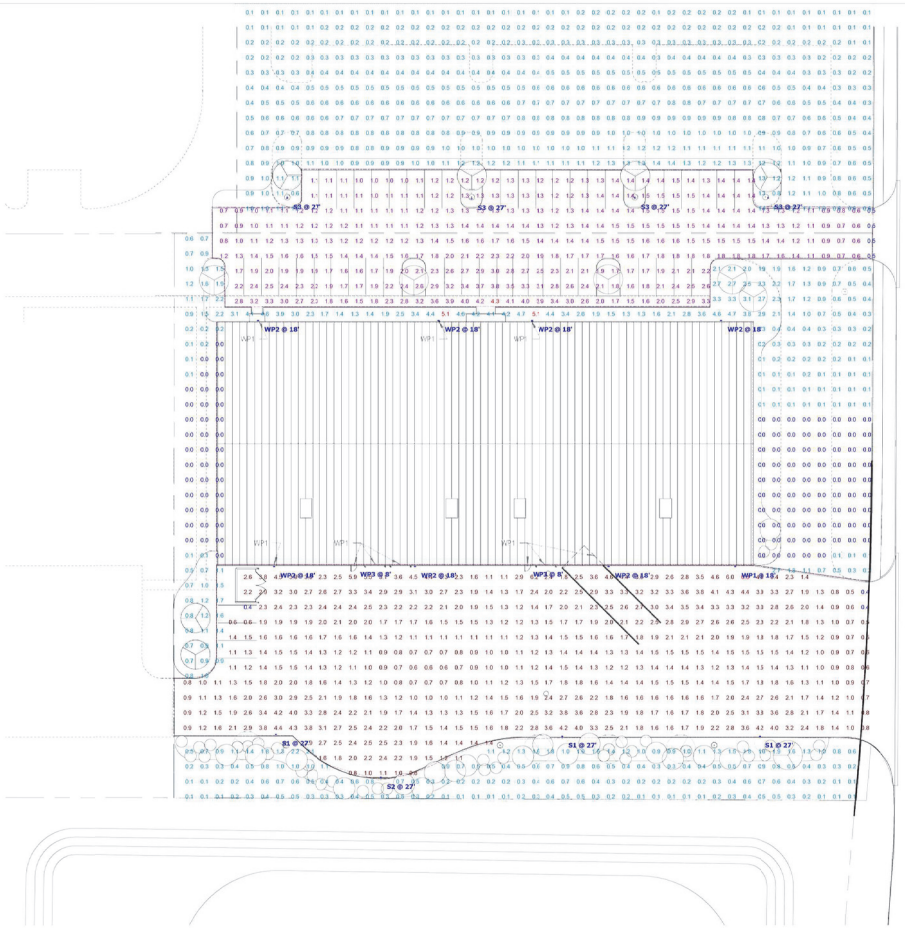
PROJECT

Woodrig Business Park
101 Woodrig Road
Bloomington, IL 61701

08.30.22

L1

LANDSCAPE PLAN - PHASE 01



1 LIGHTING PLAN - SITE
1" = 30'-0"

Schedule

Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power	Polar Plot
	S1		3	Lithonia Lighting	RSX1 LED P3 40K R4 MVOLT SPA/NLTAIR2 PIRHN DDBXD/SSS 25 4G DM19AS VD DDBXD	Single R-Series Size 1 LED Site Fixture with Motion Sensor/Photocell, Dark Bronze Finish with Type 4 Optics/25' 4" Diameter Square Straight Steel Pole with Vibration Damper, Dark Bronze Finish, Drilled for (1) Fixture	1	16573	0.9	133.14	Max: 9774cd
	S2		1	Lithonia Lighting	RSX1 LED P3 40K R4 MVOLT SPA/HS RLTAIR2 PIRHN DDBXD/SSS 25 4G DM19AS VD DDBXD	Single R-Series Size 1 LED Site Fixture with Motion Sensor/Photocell, Dark Bronze Finish with Type 4 Optics and House Side Shield/25' 4" Diameter Square Straight Steel Pole with Vibration Damper, Dark Bronze Finish, Drilled for (1) Fixture	1	6554	0.9	72.95	Max: 5648cd
	S3		4	Lithonia Lighting	RSX1 LED P3 40K R5 MVOLT SPA/NLTAIR2 PIRHN DDBXD/SSS 25 4G DM19AS VD DDBXD	Single R-Series Size 1 LED Site Fixture with Motion Sensor/Photocell, Dark Bronze Finish with Type 5 Optics/25' 4" Diameter Square Straight Steel Pole with Vibration Damper, Dark Bronze Finish, Drilled for (1) Fixture	1	14396	0.9	109.44	Max: 5580cd
	WP1		1	Lithonia Lighting	WDGE3 LED P4 40K 70CRI R3 MVOLT SRM PIRH DDBXD	Full Cutoff LED Wall Pack with Type 3 Distribution, Motion Sensor/Photocell	1	12166	0.9	87.8914	Max: 8439cd
	WP2		7	Lithonia Lighting	WDGE3 LED P2 40K 70CRI R3 MVOLT SRM PIRH DDBXD	Full Cutoff LED Wall Pack with Type 3 Distribution, Motion Sensor/Photocell	1	8519	0.9	59.2761	Max: 5909cd
	WP3		2	Lithonia Lighting	WDGE1 LED P1 40K 80CRI VF MVOLT PE SRM DDBXD	Full Cutoff LED Wall Pack with Visual Comfort Forward Throw Lens, Photocell	1	1227	0.9	10.0002	Max: 854cd

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Property Line	+	0.6 fc	5.1 fc	0.0 fc	N/A	N/A
South Drive/Loading Area	+	1.9 fc	6.3 fc	0.4 fc	15.8:1	4.8:1
North Parking	+	1.6 fc	4.3 fc	0.5 fc	8.6:1	3.2:1

PRELIMINARY
NOT FOR
CONSTRUCTION

No.	Description	Date

SCHEMATIC DESIGN

Workbench
ARCHITECTS

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License No. 184.007510-0001

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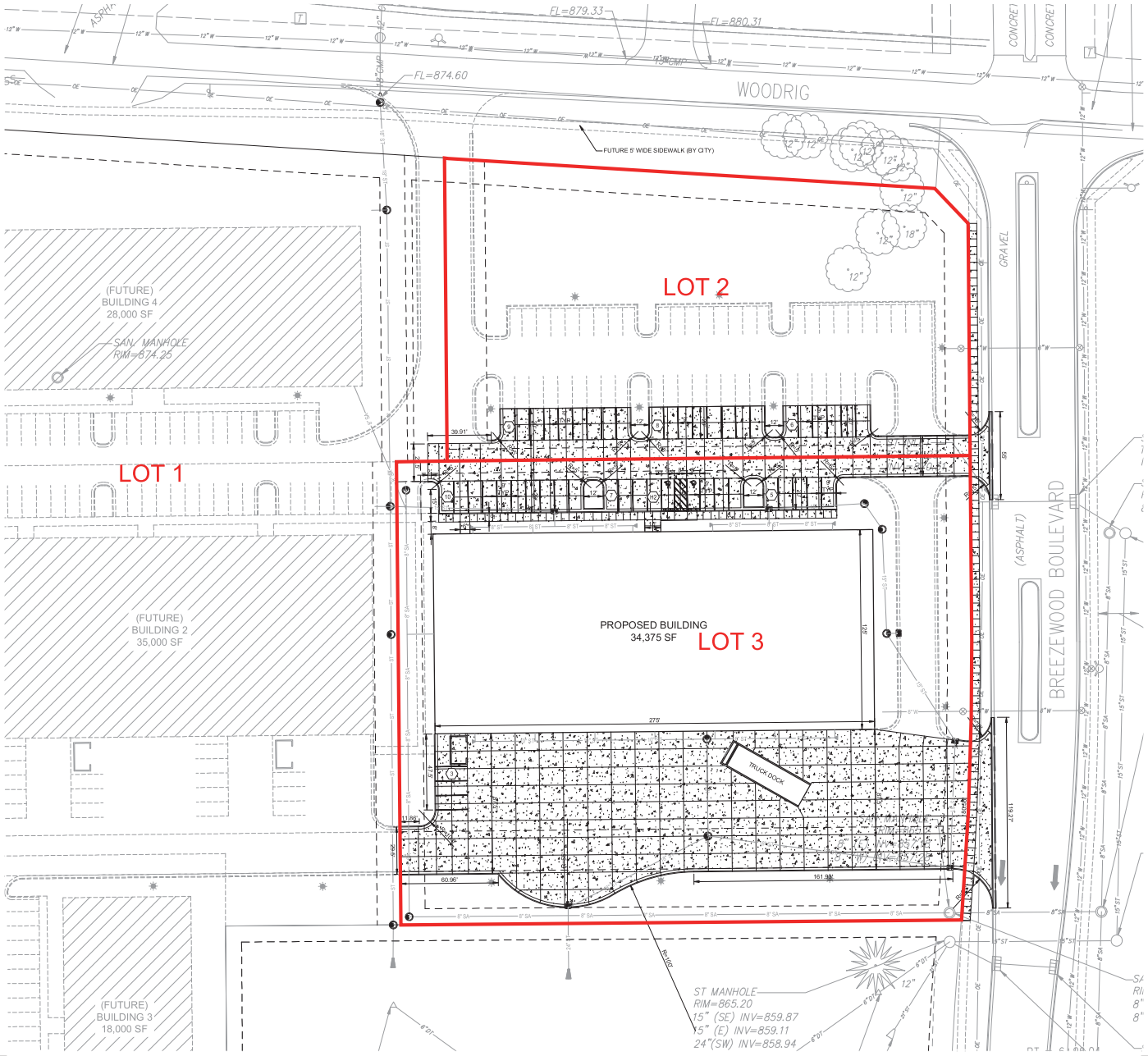
PROJECT

Woodrig Business Park
101 Woodrig Road
Bloomington, IL 61701

08.30.22

E1.0

SITE LIGHTING PLAN



1 SITE LAYOUT PLAN
SCALE: 1"=30'

0 15 30 60
U.S. SURVEY FEET

NORTH

LOT SUMMARY	
PROPOSED GROSS FLOOR AREA =	34,375 SF
TOTAL LOT AREA =	3.70 AC

PROPOSED PARKING SUMMARY			
USE CATEGORY	GFA (SF)/UNITS	RATE	# SPACES
STORAGE FACILITIES, SINGLE TENANT	27675	1 SPACE / 2400 GFA	12
OFFICE SPACE	6700	1 / 200 GFA (1ST 2000 SF) AND 1 / 300 GFA, (OVER 2000 SF)	26
		NET PARKING SPACES BY CODE	38
		REQUIRED	PROVIDED
STANDARD PARKING SPACES		36	48
ADA PARKING SPACES		2	2
TOTAL SPACES		38	50

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(309) 663-8435 / info@f-w.com
www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:

#	DATE:	DESCRIPTION:

PROJECT:
Workbench Architects

101 Woodrig Road

BLOOMINGTON ILLINOIS

DATE:	08/29/2022
DESIGNED:	CME
DRAWN:	AEO
REVIEWED:	CNF
FIELD BOOK NO.:	-

SHEET TITLE:
SITE LAYOUT PLAN

SHEET NUMBER:
C1.2

PROJECT NO.: 0220481.00

Sunrise Co. - Woodrig Warehouse Development
101 Woodrig Road
Bloomington, IL 61704

Woodrig Road - Entrance

Workbench
ARCHITECTS

03.30.2022 1

Sunrise Co. - Woodrig Warehouse Development
101 Woodrig Road
Bloomington, IL 61704

Breezewood Blvd - Entrance Aerial View

Workbench
ARCHITECTS

Sunrise Co. - Woodrig Warehouse Development
101 Woodrig Road
Bloomington, IL 61704

Breezewood Blvd - Entrance

Workbench
ARCHITECTS

Sunrise Co. - Woodrig Warehouse Development
101 Woodrig Road
Bloomington, IL 61704

North Elevation

Workbench
ARCHITECTS

Sunrise Co. - Woodrig Warehouse Development
101 Woodrig Road
Bloomington, IL 61704

Perspective - SE Aerial

Workbench
ARCHITECTS

1 LANDSCAPE PLAN
1" = 40'-0"

ZONING DISTRICT: C
APOSTOLIC PENTECOSTAL CHURCH
2810 TRACTOR LN
BLOOMINGTON, IL 61704-9162

GENERAL NOTES - SITE PLAN

1. ALL PROPOSED IMPROVEMENTS SHALL MEET THE LOCAL CODES AND BE APPROVED BY THE LOCAL AUTHORITIES HAVING JURISDICTION.
2. ALL DIMENSIONS ARE TO FACE OF BUILDING. REFERENCE ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND ADDITIONAL INFORMATION.
3. BUILDING HEIGHT, SITE LIGHTING, AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE LOCAL CODES AND AUTHORITIES HAVING JURISDICTION.
4. ON SITE ILLUMINATION SOURCES SHALL NOT CAST DIRECTLY ONTO ADJACENT PROPERTIES. ILLUMINATION LEVELS SHALL COMPLY WITH LOCAL CODES.
5. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW AT THE RIGHT-OF-WAY AND ADJACENT PROPERTIES.
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7. SIDEWALKS, CURBS, RAMPS, AND ACCESSIBLE PARKING STALLS SHALL BE CONSTRUCTED IN COMPLIANCE WITH ADA REQUIREMENTS.

GENERAL NOTES - LANDSCAPE

1. ALL SPECIES TO BE PLANTED MUST COMPLY WITH CITY OF BLOOMINGTON STANDARDS.
2. SEE TABLE 1305D FOR PLANT SPECIES DIVERSITY REQUIREMENTS.
3. **SHADES TREES**
   A. SUN VALLEY MAPLE (ACER RUBRUM SUN VALLEY)
   B. GINKGO BILOBA 'PRINCETON SENTRY' (GINKGO BILOBA)
   C. SKYLINE HONEY LOCUST (GLEDITSIA 'SKYLINE')
4. **ORNAMENTAL TREES**
   A. SERVICEBERRY 'AUTUMN BRILLIANCE' (AMELANCHIER X GRANDIFLORA
5. LAWN TURF - RTF OR LOCAL SUN SHADE MIX
6. **DECIDUOUS SHRUBS**
   A. GRO-LOW SUMAC (RHUS AROMATICA 'GRO-LOW')
   B. HYDRANGEA 'BOBO' (HYDRANGEA PANICULATA 'ILVOBO')
   C. DWARF KOREAN LILAC (SYRINGA X PALIBIN
7. **EVERGREEN SHRUBS**
   A. BROWN YEW (TAXUS 'DENSI')
8. **ORNAMENTAL GRASS**
   A. KARL FOERSTER GRASS (CALAMAGROSTIS X ACUTIFLORA)
   B. PRAIRIE DROPSEED (SPOROBOLUS HETEROLEPIS)

Table 1305H: Minimum Sizes and Spacing

Type of Plant Material	Minimum Plant Sizes	Spacing Requirements
Canopy/Shade Trees	2 1/2 inch caliper	25 feet on-center
Ornamental/Understory Trees	2-inch caliper 5 feet height (clump form)	15 feet on-center
Evergreen Trees	5 feet height	20 feet on-center
Shrubs	2 feet height or spread	3 feet to 4 feet on-center

Table 1305D: Plant Species Diversity

Total Number of Plants Per Plant Type	Maximum of Any Species	Minimum of Any Species	Minimum Number of Species
1-4	100%	Not Applicable	1
5-10	60%	40%	2
11-15	45%	20%	3
16-75	40%	10%	5
76-500	25%	5%	8
500-1,000	30%	5%	10
1,000+	15%	4%	15

PRELIMINARY NOT FOR CONSTRUCTION

SCHEMATIC DESIGN

No.	Description	Date

Workbench ARCHITECTS

234 E FRONT ST
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License No. 184.007510-0001

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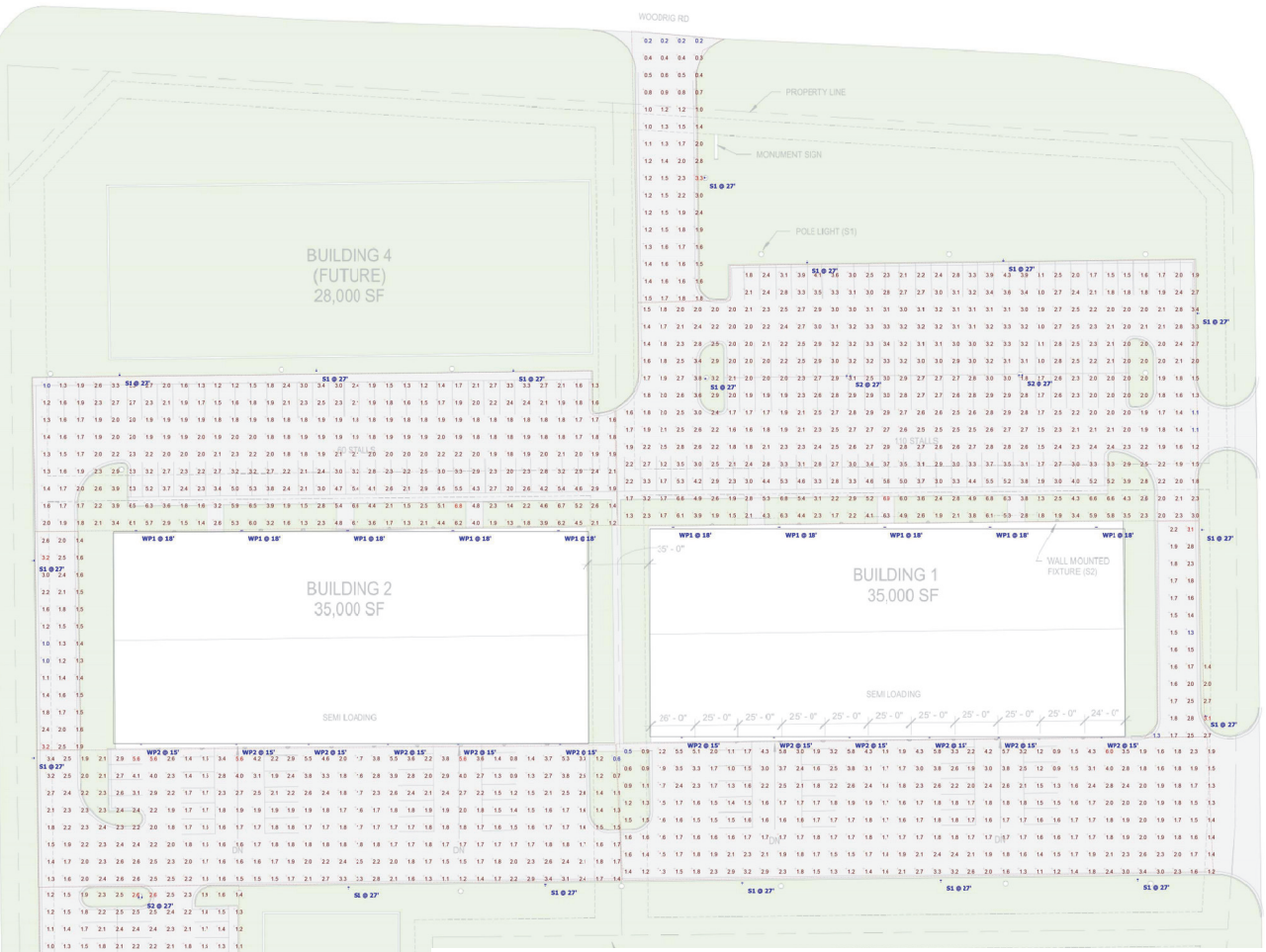
PROJECT

101 Woodrig Road
Bloomington, IL 61704

03.30.22

L1.0

LANDSCAPE PLAN



Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Building 1 East Drive	+	2.0 fc	3.1 fc	1.3 fc	2.4:1	1.5:1
Building 1 North Parking	+	2.8 fc	6.9 fc	1.1 fc	6.3:1	2.5:1
Building 1 Semi Loading	+	2.0 fc	6.0 fc	0.5 fc	12.0:1	4.0:1
Building 2 Semi Loading	+	2.2 fc	5.6 fc	0.6 fc	9.3:1	3.7:1
Building 2 West Drive	+	1.8 fc	3.2 fc	1.0 fc	3.2:1	1.8:1
Building 2/4 Parking	+	2.5 fc	6.8 fc	1.0 fc	6.8:1	2.5:1
Building 3 West Parking	+	1.6 fc	2.6 fc	0.8 fc	3.3:1	2.0:1
Woodrig Rd Entry	+	1.3 fc	3.3 fc	0.2 fc	16.5:1	6.5:1

Schedule

Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	Plot
	S1		17	Lithonia Lighting	RSX1 LED P3 40K R3 MVOLT SPA NLTAIR2 PIRHN DDBXD/SSS 25 4G DM19AS VD DDBXD	Single R-Series Size 1 LED Site Fixture with Motion Sensor/Photocell, Dark Bronze Finish with Type 3 Optics/25' 4° Diameter Square Straight Steel Pole with Vibration Damper, Dark Bronze Finish, Drilled for (1) Fixture	1	14022	0.9	109.44	Max: 10109cd
	S2		4	Lithonia Lighting	RSX1 LED P4 40K R5 MVOLT SPA NLTAIR2 PIRHN DDBXD/SSS 25 4G DM28AS VD DDBXD	Twin R-Series Size 1 LED Site Fixture with Motion Sensor/Photocell, Dark Bronze Finish with Type 5 Optics/25' 4° Diameter Square Straight Steel Pole with Vibration Damper, Dark Bronze Finish, Drilled for (2) Fixtures	1	16795	0.9	266.28	Max: 6417cd
	WP1		10	Lithonia Lighting	TWX3 LED P4 40K MVOLT XX DDBTXD	TWX Size 3 LED Wall Pack	1	13877	0.9	108.0443	Max: 10824cd
	WP2		12	Lithonia Lighting	TWX2 LED P4 40K MVOLT XX DDBTXD	TWX Size 2 LED Wall Pack	1	6842	0.9	53.6584	Max: 4049cd

PRELIMINARY
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SCHEMATIC DESIGN

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PROJECT

101 Woodrig Road
Bloomington, IL 61704

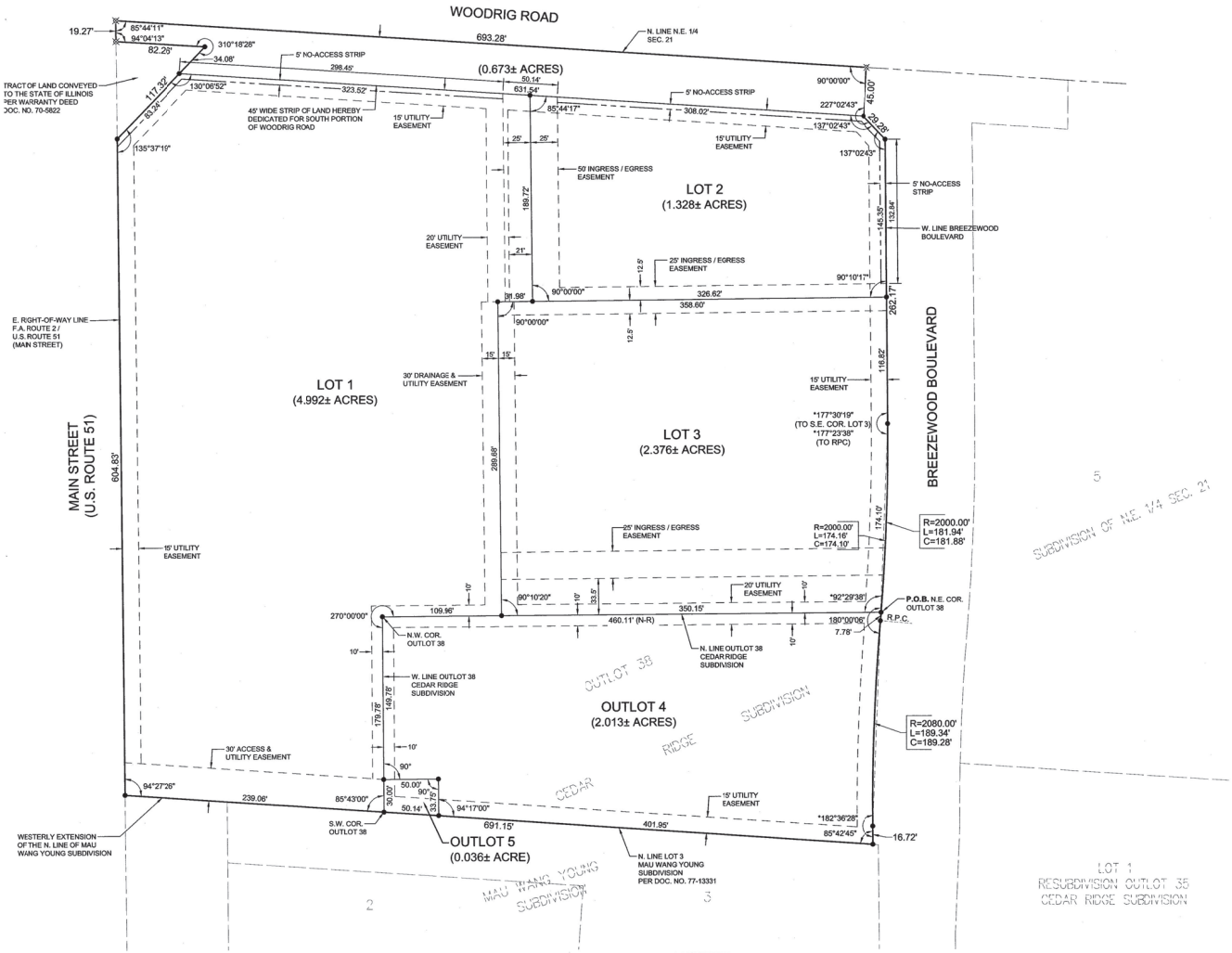
03.30.22

E1.0

SITE LIGHTING PLAN

WOODRIG BUSINESS PARK

PART OF NE 1/4 SECTION 21, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



N.E. 1/4 SEC. 21, T.23N., R.2E. 3P.M.

SCALE: 1"=50'
U.S. SURVEY FEET

LEGEND

●	IRON ROD
⊗	SURVEY SPIKE
R=	RADIUS
L=	ARC LENGTH
C=	CHORD LENGTH
*135°00'00"	ANGLE MEASURED TO CHORD
(N-R)	NON-RADIAL
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.B.	POINT OF BEGINNING
R.P.C.	POINT OF REVERSE CURVATURE
— — — — —	EASEMENT LIMITS LINE
—— - - ——	NO-ACCESS STRIP

SURVEYOR'S DECLARATION

The following described property has been surveyed and platted under my direction:

Outlot 38 in Cedar Ridge Subdivision according to the plat thereof recorded January 17, 2008 as Document No. 2008-1507 in the McLean County Recorder's Office, and a part of the Northeast Quarter of Section 21, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of said Outlot 38. From said Point of Beginning, thence north 174.16 feet along the West Line of Breezewood Boulevard being the arc of a curve concave to the west with a radius of 2000.00 feet and the 174.10 foot chord of said arc forms an angle of 92°-29'-38" as measured from west to north with the North Line of said Outlot 38; thence north 262.17 feet along said West Line of Breezewood Boulevard as shown in said Cedar Ridge Subdivision which forms an angle to the right of 177°-30'-19" with the last described chord; thence northwest 29.26 feet along said West Line of Breezewood Boulevard which forms an angle to the right of 137°-02'-43" with the last described course to the South Right-of-Way Line of Woodrig Road; thence north 45.00 feet along a line which forms an angle to the right of 227°-02'-43" with the last described course to the North Line of said Northeast Quarter; thence west 693.28 feet along said North Line which forms an angle to the right of 90°-00'-00" with the last described course to the East Right-of-Way Line of F.A. Route 2/U.S. Route 51; thence south 19.27 feet along said East Right-of-Way Line which forms an angle to the right of 85°-44'-11" with the last described course to the Northwest Corner of a tract of land conveyed to the State of Illinois in Warranty Deed recorded September 9, 1970 as Document No. 70-5822; thence east 82.26 feet along the North Line of said tract of land conveyed to the State of Illinois which forms an angle to the right of 94°-04'-13" with the last described course to the Northeast Corner thereof; thence southwest 117.32 feet along the Southeast Line of said tract of land conveyed to the State of Illinois which forms an angle to the right of 310°-18'-28" with the last described course to the Southwest Corner thereof, being on said East Right-of-Way Line of F.A. Route 2/U.S. Route 51; thence south 604.83 feet along said East Right-of-Way Line which forms an angle to the right of 135°-37'-19" with the last described course to the Westerly Extension of the North Line of Mau Wang Young Subdivision according to the plat thereof recorded September 1, 1977 as Document No. 77-13331 in said Recorder's Office; thence east 239.06 feet along said Westerly Extension and the North Line of Mau Wang Young Subdivision which forms an angle to the right of 94°-27'-26" with the last described course to the Southwest Corner of said Outlot 38; thence north 179.78 feet along West Line of said Outlot 38 which forms an angle to the right of 85°-43'-00" with the last described course to the Northwest Corner thereof; thence east 460.11 feet along North Line of said Outlot 38 which forms an angle to the right of 270°-00'-00" with the last described course to the Point of Beginning.

Said property contains 11.418 acres, more or less.

This property has been subdivided into 3 lots, numbered 1 through 3, inclusive, 2 Outlots numbered 4 and 5 and the street and easements as shown. Said Subdivision is to be known as "Woodrig Business Park" in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Area of Minimal Flood Hazard) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0503 E, Community Number 170490, dated July 16, 2008.

Notes:

1. This property is part of PIN 21-21-231-012.
2. Dimensions shown along curved lot lines are chord distances unless otherwise shown.
3. Lot lines extending from curved street lines are radial unless noted otherwise.

Witness my hand and seal this 1st day of September 2022.

FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, IL 61704

By: _____
Brent A. Bazan
Professional Land Surveyor No. 3715

BRENT A. BAZAN 3715 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS BLOOMINGTON, ILLINOIS

DATE: 9-1-22
EXP. DATE: 11-30-2022
DESIGN FIRM REGISTRATION NO. 184-001856

This Professional Service conforms to the current Illinois Minimum Standards for a Boundary Survey.

Owner/Developer:
Sunrise Company, LLC.
P.O. Box 1549
Bloomington, IL 61702

Attorney:
Elizabeth Megli
Livingston Barger
115 W. Jefferson Street Suite 400
Bloomington, IL 61701

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Woodrig Warehouse Subdivision", presented, passed and approved at a regular meeting of said City Council, held on the _____ Day of _____, 2022, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this_____ day of _____, 2022.

_____
City Clerk

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this _____ day of _____, 2022.

_____
City Engineer
Bloomington, Illinois

Farnsworth GROUP
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE: #	DATE:	DESCRIPTION:

PROJECT:
WOODRIG BUSINESS PARK

BLOOMINGTON, ILLINOIS

Date:	9-1-22
Design/Drawn:	DJM
Reviewed:	KDV
Field Book No.:	3382/29
Project No.:	0220481.00

SHEET TITLE:
FINAL PLAT

SHEET NUMBER:
1

File No.: 24-9349

I:\Active\2022\0220481.00 - Woodrig Warehouse Development\Survey\07_Drawings\SP_ - Woodrig Warehouse Final Plat - 0220481.05.dwg | 9/1/2022 9:20 AM | BAZAN

9/27/2022

101 Woodrig Rd - Aerial Map

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McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.

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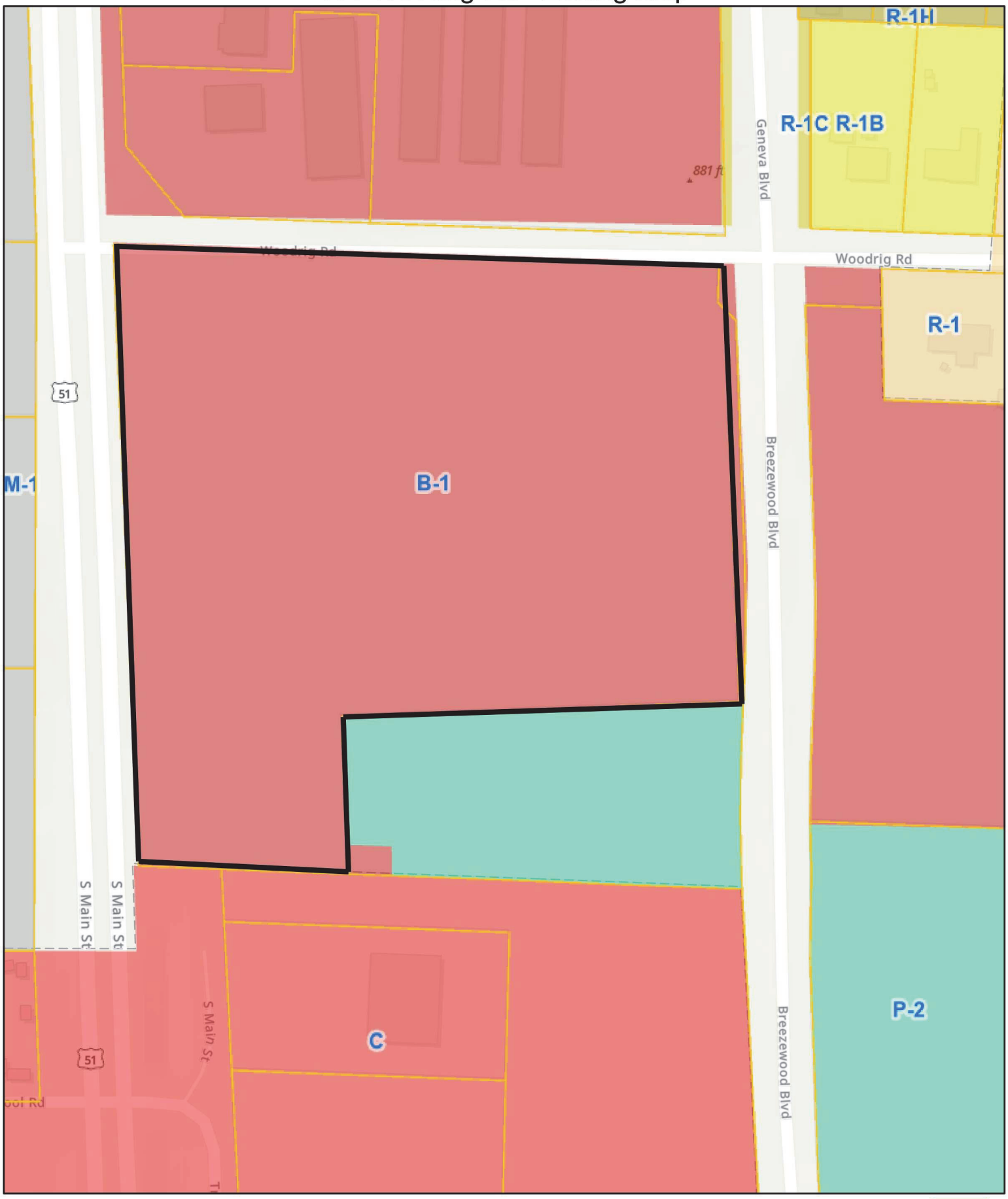
mi
1 inch = 188 feet

McGIS

9/27/2022

101 Woodrig Rd - Zoning Map



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1 inch = 188 feet

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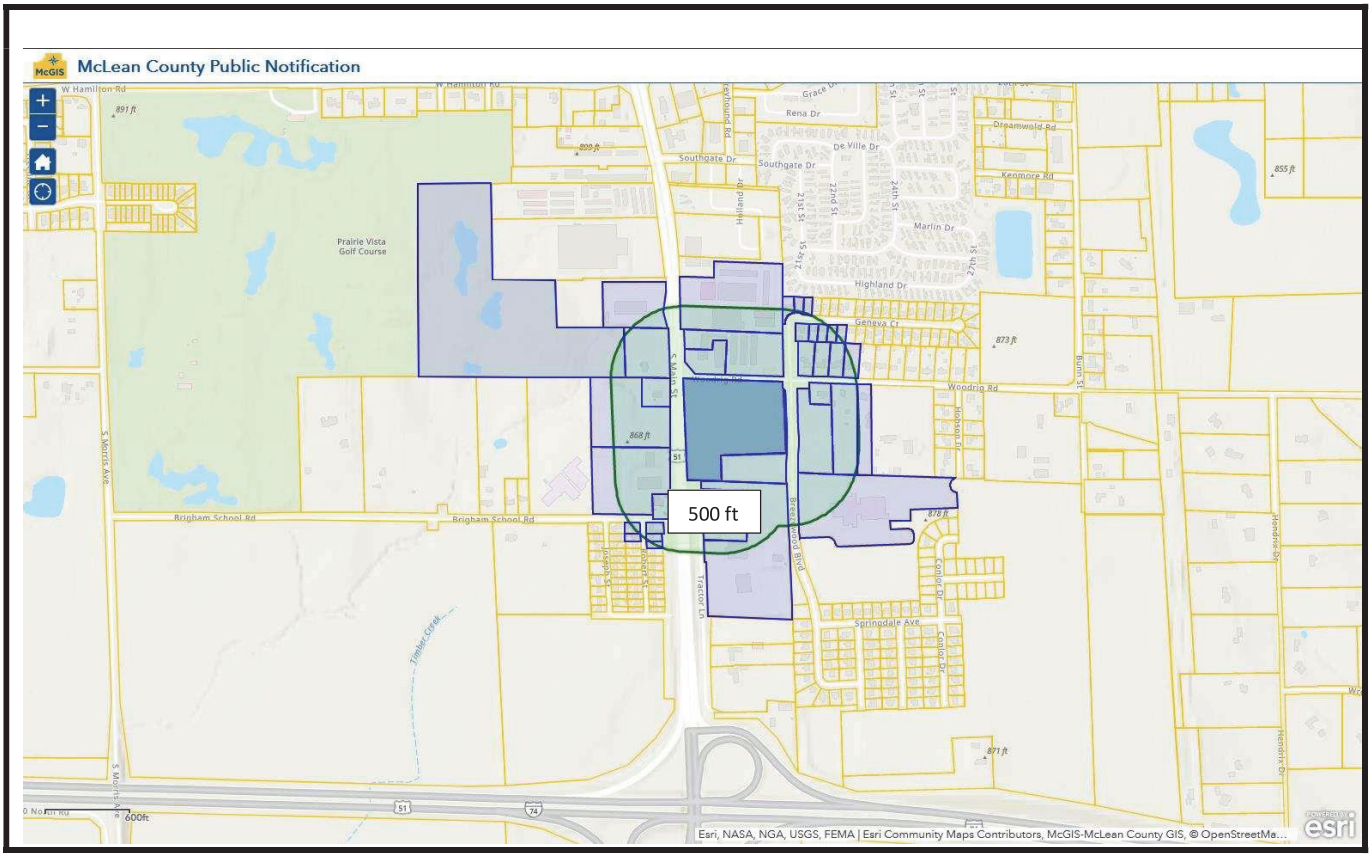
McGIS

Map of notified properties within 500 ft of subject property



Commissioner Muehleck made a motion to establish findings of fact that the subject property meets the Special Use criteria in Chapter 44, 17-7 of the City Code and recommend that City Council approve a Special Use to allow a Vehicle Repair & Service use in the B-1 (General Commercial) District for the property located at 1501 N Veterans Parkway (PIN: 14-35-203-005) The motion was seconded by Commissioner Beyer. Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Galpalli - Yes, Ms. Beyer – Yes, and Chair Mohr - Yes (5-0). The motion passed.

Commissioner Galpalli made a motion to establish findings of fact that the subject property meets the Variance criteria in Chapter 44, 17-9-D of the City Code recommend that the City Council approve a Variance associated with this site plan, to allow construction of the building at 24 feet, which exceed the 20-foot height requirement for the property located at 1501 N Veterans Parkway (PIN: 14-35-203-005) The motion was seconded by Commissioner Beyer. Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Galpalli - Yes, Ms. Beyer – Yes, and Chair Mohr - Yes (5-0). The motion passed.

Chair Mohr noted that the lower height issue has come up previously with similar types of development and perhaps the additional standard was too low. Staff agreed and noted this is something they are looking to address in future text amendments.

Staff stated that this case will be placed on the October 24, 2022, City Council agenda for final consideration.

C. PR-10-22 Public hearing, review and action on a petition submitted by James A. Shirk of Sunrise Company, L.L.C. requesting approval of a Legislative Site Plan, with potential variances, for the property generally located at the intersection of Woodrig Road and Breezewood Boulevard. PIN: 21-21-201-012.

Mr. Branham presented the staff report, with a recommendation for approval.

He stated the amended preliminary plan for the site was approved in May 2022. He explained the overall development plan includes four total buildings on the site, but this request only addresses one building. He stated all bulk requirements for the B-1 zoning district had been met. He stated sidewalks and bicycling parking requirements were not addressed on plan but had been brought to the attention of the petitioner and they have agreed to comply with related code requirements.

Commissioner Beyer inquired if there were any limitation on any types of commercial traffic on U.S. Route 51 and Breezewood Avenue and any potential impact. Mr. Branham stated he was not aware of any limitation, and it had not been identified during preliminary review. He added the driveway access on the south portion of the development had been designed to accommodate larger vehicles.

Kyle Glandon of Workbench Architects (234 Front Street, Bloomington, IL 61701) spoke on behalf of the project. He stated this was the first phase of multiple phase development. He stated there were only four loading bays so there was not an expectation for a high volume of

truck traffic. He added they adjusted the size of the south entrance so trucks can enter and exit Breezewood Avenue without impacting traffic.

There were no additional questions from the Commission and no additional testimony from the public.

Chair Mohr closed the public hearing.

Commissioner Galpalli made a motion to establish findings of fact that the subject property meets the Legislative Site Plan Review criteria in Chapter 44.17-9 of the City Code and recommend that City Council approve a Site Plan for the property located at 101 Woodrig Road (PIN: 21-21-201-012). The motion was seconded by Commissioner Beyer. Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Galpalli - Yes, Ms. Beyer – Yes, and Chair Mohr - Yes (5-0). The motion passed.

Staff noted that this case will be placed on the October 24, 2022, City Council agenda for final consideration.

D. Z-24-21 Public Hearing, review and action on text amendments, modifications and deletions to the Bloomington Zoning Ordinance, Chapter 44 of the City Code, submitted by the Bloomington City Council (Resolution 2021-31) relating to (1) auto sale exclusions, definition, and zoning; (2) updating certain zoning classifications; (3) reviewing residential uses that were previously permitted by right or via Special Use in commercial districts should again be allowed; (4) zoning for snack food manufacturing; (5) zoning for assisted living facilities; and (6) the review and submission process and commission schedules.

Chairperson Mohr reminded the Commission that these proposed changes were provided to the Commission last month for them to review and discuss. The purpose today is to examine the specific language which is presented for adoption.

City Staff, Ms. Pemberton presented the report, with a recommendation for approval.

Ms. Pemberton noted the Planning Commission has discussed recommendations and text amendments, pursuant to Ordinance 2021-31, at multiple meetings over the past year and has relayed important feedback to staff. These proposed text amendments are intended to provide clarity and address gaps resulting from the comprehensive Zoning Code rewrite of 2019.

Ms. Pemberton address proposed text amendments related to temporary use. Ms. Pemberton identified the following issues with temporary uses, the language structure of the temporary uses is unclear and mixes temporary uses with temporary sales, rather than sales being a subset of uses. Additionally, temporary sales in residential districts listed as a "development standard" for the district(s) rather than within temporary uses provisions. Staff recommends a solution that more clearly defines temporary sales as a subset of temporary uses, and Farmers'

CONSENT AGENDA ITEM NO. 7.U

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Related to Definitions, Review and Submission Process Clarification, and Updating Certain Zoning Classifications, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services
Goal 4. Strong Neighborhoods
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 4c. Preservation of property/home valuations
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: At the regular City Council meeting on August 23, 2021, the City Council approved Resolution no. 2021-31 to initiate text amendments to the Zoning Code intended to provide clarifications and address gaps left by the comprehensive code rewrite in 2019. Two amendments have already been adopted; Ordinance: 2021-78 and 2021-89. On June 1st, 2022, Staff reinitiated the discussion with the Planning Commission and subsequently submitted additional petitions for amendment for their consideration.

Summary of Request: approval of these text amendments will provide clarity and resolve some of the gaps that resulted from the comprehensive Zoning Code rewrite of 2019.

Amendments proposed for adoption address the following topics and issues:

- Definitions and uses that were inadvertently removed during aggregation of uses.
- All residential uses becoming classified as “Non-Conforming” in B-1.
- Terminology corrections and appropriate location for line items in the Use Tables.
- Amend the Code to reflect updated application and review processes, including digital submissions and payments.
- Revise the timeline for Demolition Review by the Historic Preservation Commission- to reflect practical application of deadlines.
- Reorganize and provide clarity in Temporary Uses section.
- Restoration of development provisions that allowed expanded variety of housing.
- Correct references to the “Board of Zoning Appeals” to read “Zoning Board of Appeals.”

Two public hearings were held to review the amended language presented in this

Ordinance; one on Wednesday, September 7, 2022, and another on Thursday, October 6, 2022, during which the Planning Commission found that the amendments are in the public interest and voted 7-0-0 and 5-0-0 to recommend approval of the proposed text amendments to the City Council.

For more detailed information, please see the attached Staff Memoranda and draft meeting minutes of the Planning Commission. Staff Memoranda attached to this item have been abridged to remove duplicative information; full text is available in the meeting packets posted on the Planning Commission's website.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in The Pantagraph on August 24, 2022, and again on September 19, 2022.

FINANCIAL IMPACT: Long term, the proposed amendments are likely to result in increased property tax revenues, population with associated sales and other tax revenue, and improve the City's ability to recover expenses related to resident land use activities.

The restoration of "missing middle" housing types that were inadvertently prohibited during the 2019 Code Update will increase the likelihood and speed of completion of already-platted residential subdivisions, as well as provide additional opportunities for infill and redevelopment on some of the smaller lots within the City. Clarification and streamlining of development processes within the Zoning Code will reduce barriers to development in the City, while improving resident communication and understanding and reducing the staff time spent duplicating work. Application and process-related amendments clarify the financial requirements and responsibilities of different land use activities and provide additional options for submission and payment.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N-1. (Ensure compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), H-1. (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington), ED-1. Ensure a broad range of employment opportunities for all residents), ED-4. (Enhance the image of Bloomington as a business friendly community), D-1. (Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all), HL-5. (Provide access to healthy foods and promote food security to build community), CWB-2. (Create a lifelong community that meets the needs of residents of all ages and abilities.)

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

ATTACHMENTS:
E&CD 3B Ordinance 102422
E&CD 3C Staff Report October 102422
E&CD 3D Staff Report September 102422
E&CD 3E PC Draft Minutes October 102422

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE ZONING CODE OF THE CITY OF BLOOMINGTON [CHAPTER 44] RELATED TO DEFINITIONS, REVIEW AND SUBMISSION PROCESS CLARIFICATION, AND UPDATING CERTAIN ZONING CLASSIFICATIONS

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

WHEREAS, at the regular City Council meeting on August 23, 2021, the City Council approved Resolution No. 2021-31, per Chapter 44, 17-6 of the Bloomington City Code, to initiate various text amendments; and

WHEREAS, pursuant to Resolution No. 2021-31, staff of the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, filed a petition requesting to amend the text of the Zoning Code [Chapter 44] Relating to Definitions, Review and Submission Process Clarification, and Updating Certain Zoning Classifications; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted public hearings on said petition to amend the text of the Bloomington City Code Chapter 44, Relating to Definitions, Review and Submission Process Clarification, and Updating Certain Zoning Classifications as set forth in Exhibit "A"; and

WHEREAS, following said public hearings, the Planning Commission found the proposed text amendments to be in the public interest and recommended approval of said text amendments; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve said text amendment.

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

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

SECTION 2. The City Council hereby adopts the findings of the Planning Commission and further finds the proposed text amendments promote the public health, safety, morals, comfort, and general welfare, and conserve the value of property throughout the City.

SECTION 3. The Zoning Code, set forth in Chapter 44 of the City Code, shall be amended as set forth in Exhibit A.

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 is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 7. This ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 24th day of October 2022.

APPROVED this ____ day of October 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

Amendments to the Zoning Code of the City of Bloomington, Illinois [Chapter 44]

(Additions are indicated by underlining; deletions are indicated by ~~strikeout~~.)

§ 44-106 **[Ch. 44, 1-6] Application.**

The regulations and requirements for the districts established by this Code are to apply […]

C. No lot or yard existing on the effective date of this Code shall be reduced in dimension or area below the minimum requirements set forth herein, unless a variation for such reduction is granted by the ~~Zoning Appeals~~ Zoning Board of Appeals in accordance with § 44-1708 of this Code.

[…]

§ 44-201 **[Ch. 44, 2-1] Establishments of districts.**

A. The provisions of this Code are intended to govern the use of land, buildings, and structures; and establish bulk and off-street parking and loading, and landscaping requirements applicable thereto. It is essential that each new use of land, buildings, or structures become an integral part of the overall function and pattern of community development. All development subject to the provisions of this Code, except as provided hereinafter for Planned Unit Developments, as provided in Ordinances authorizing special use permits or pursuant to variations granted by the ~~Board of Zoning Appeals~~ Zoning Board of Appeals or City Council shall conform to the standards of the district in which it is located.

[…]

§ 44-203 **[Ch. 44, 2-3] District Boundaries**.

Where uncertainty exists as to the boundaries of districts as shown on the Official Zoning Map, the

[…]

J. Where, due to the scale, lack of detail, illegibility, or where physical features existing on the ground are at variance with those shown on the Official Zoning Map, and there exists any uncertainty, contradiction or conflict as to the intended location of any boundary as shown thereon, the Director of Economic and Community Development shall make an interpretation of said map upon request of any person and within a reasonable period. Any person aggrieved by such interpretation may appeal such interpretation to the ~~Board of Zoning Appeals~~ Zoning Board of Appeals pursuant to § 44-1712.

[…]

§ 44-302 **[Ch. 44, 3-2] Agricultural districts - permitted and special uses.**

B. Allowed Uses Table.

Table 302A: Agricultural District - Permitted and Special Uses		
	A	Reference
Agricultural		
Agriculture	P	
Apiary, Beekeeping	P	**§ 44-1005**
Aquaculture, Aquaponics, Hydroponics	P	
Animal Breeding Services	S	
Fish Hatcheries, Poultry Hatcheries	P	
Forestry	P	
Horticultural Services	P	
Urban Agriculture	P	
Urban Garden	P	
RESIDENTIAL		
Household Living		
Dwelling ~~Unit~~, Single-Family	P	
INSTITUTIONAL		
Government		
Government Services and Facilities	P	
Police Stations, Fire Stations	P	
Religious		
Place of Worship	S[1]	
Cemetery and Columbarium	S	**§ 44-1010**
RECREATIONAL		
Country Clubs, Golf Clubs, Golf Courses	S	**§ 44-1016**
Fairgrounds, Agricultural Exhibits	S	**§ 44-1017**

[…]

§ 44-402 **[Ch. 44, 4-2] Residential districts - permitted and special uses.**
B. Allowed Uses Table.

Table 402A: Residential Districts - Permitted and Special Uses										
	R-1A	R-1B	R-1C	R-1H	R-2	R-3A	R-3B	R-4	R-D	Reference
Agricultural										
Apiary/Bee Keeping	P	P	P	P	P	P	P	P	P	**§ 44-1005**
Chicken-Keeping	S	S	S	S	S	S	S	S	S	**§ 44-1011**
Urban Agriculture						S	S		S	
Urban Garden			P	P	P	P	P	P	P	
RESIDENTIAL										
Household Living										
Dwelling ~~Unit~~, Single-Family	P	P	P	P	P	P	P		P	
Dwelling ~~Unit~~, Single-Family Attached					S	P	P		P	§ 44-1046
Dwelling ~~Unit~~, Two-Family			S	S	P	P	P		P	§ 44-1046
Dwelling ~~Unit~~, Multiple-Family					S	P	P		P	
Dwelling ~~Unit~~, Multiple-Family Conversion (2 units)					S				P	**§ 44-1040**
Dwelling ~~Unit~~, Multiple-Family Conversion (3+ units)					S				S	**§ 44-1040**
Manufactured Homes				P				P		
Mobile Homes								P		
Dwelling Unit, Accessory									S	
Live/Work Unit							S		S	
[…]										
Residential-Type										
Domestic Violence Shelter					P	P	P		P	
~~Home for the Aged~~ Assisted Living Facilities						S	S		S	**§ 44-1019**
Other Institutional, Cultural										
[…]										
Offices										
Office Conversion									S	**§ 44-1041**

Table 402A: Residential Districts - Permitted and Special Uses										
	R-1A	R-1B	R-1C	R-1H	R-2	R-3A	R-3B	R-4	R-D	Reference
Medical or Dental Office or Clinic							S		S	§ 44-1024
Materials Testing Facility							S		S	
Medical Laboratory Facility							S		S	

[…]

§ 44-405 **[Ch. 44, 4-5] Development standards applicable to residential districts.**

A. Reserved. ~~Temporary sales. Temporary sales that may be allowed in residential districts are garage sales, auction sales of real estate or estate disposition, and neighborhood block sales that do not use public right-of-way. Such sales may be conducted so long as the following requirements are met:~~

~~(1) No more than three garage/group sales are held on the same premises during any calendar year.~~

~~(2) The duration of said sales is limited to no more than three consecutive days or two consecutive weekends and during daylight hours.~~

~~(3) A group sale shall be considered as having been conducted for and by all premises from which merchandise is contributed or on which merchandise is sold.~~

~~(4) The Director of Economic and Community Development or his or her appointee may enter any premises within the City of Bloomington to determine compliance with this section or any applicable Code and may terminate said sale if violations are found; and~~ ~~**[Amended 10-26-2020 by Ord. No. 2020-69]**~~

~~(5) Sound systems can only be used at an auction.~~

[…]

§ 44-502 **[Ch. 44, 5-2]** Business Districts - **permitted** and special **uses.**

B. Allowed Uses Table.

Table 502A: Business Districts - Permitted and Special Uses							
	B-1	B-2	C-1	D-1	D-2	D-3	Reference
AGRICULTURAL							
Forestry	P	P					
Horticultural Services	P	P					
Urban Agriculture						P	
Urban Garden					P	P	

Table 502A: Business Districts - Permitted and Special Uses							
	B-1	B-2	C-1	D-1	D-2	D-3	Reference
RESIDENTIAL							
Household Living							
Dwelling ~~Unit~~, Single-Family				P[2]		P[1]	
Dwelling ~~Unit~~, Single-Family Attached	S	P[1]	S		P	P[1]	§ 44-1046
Dwelling ~~Unit~~, Two-Family		P[1]	S	P[2]	P	P[1]	§ 44-1046
Dwelling ~~Unit~~, Multiple-Family	S	P[1]	S	P[2]	P	P	
Live/Work Unit	S	P[1]	S	P[2]	P	P	
Group Living							
[...]			S	P[2]	P		§ 44-1019
Residential-Type							
Domestic Violence Shelter	P		P	P	P		
~~Home for the Aged~~ Assisted Living Facilities	S	P[1]	P		S	P	§ 44-1019
Other Institutional, Cultural							
Clubs and Lodges	P	P	P	S	P		§ 44-1012
Food Pantry	P	P	P		P		§ 44-1018
Libraries			P	P	P		
Museums and Cultural Institutions			P	P	P	P	
[...]							
Offices							
Financial Services	P	P	P	P	P		
General Offices, Business or Professional	P	P	P	P	P	P	
Materials Testing Facility	P	P	P			P	
Medical or Dental Office or Clinic	P	P	P	P	P		§ 44-1024
Medical Laboratory Facility	P	P	P				
Printing, Copying and Mailing Services	P	P	P	P	P	P	
Recording and Broadcast Studios	P		P[7]	P		P	
Research Facility or Laboratory	S		S			P	

Table 502A: Business Districts - Permitted and Special Uses							
	B-1	B-2	C-1	D-1	D-2	D-3	Reference
[...]							
Storage and Equipment Yards							
Mini Warehouses	S						**§ 44-1026**
Parking Lot, Commercial	S	S	S	S		S	
Warehouse	P[1]		S			P	
Transportation							
Bus and Taxi Passenger Terminals	S			S	S	S	
Heliports, Heliport Terminals	S		S				
Rail Passenger Terminals	P			P			

[...]

§ 44-602 **[Ch. 44, 6-2]** Manufacturing District - **Permitted** and special **uses.**

B. Allowed Uses Table.

Table 602A: Manufacturing District - Permitted and Special Uses			
	M-1	M-2	Reference
Agricultural			
Apiary, Beekeeping	S		**§ 44-1005**
Aquaculture, Aquaponics, Hydroponics	P	P	
Animal Breeding Services	P[1]	P[1]	
Fish Hatcheries, Poultry Hatcheries	P[1]	P[1]	
Horticultural Services	P	P	
Urban Agriculture	P	P	
Urban Garden	P		
RESIDENTIAL			
Household Living			
Dwelling ~~Unit~~, Single-Family	P[2]	P[2]	
Dwelling ~~Unit~~, Multiple-Family	S	S	
INSTITUTIONAL			

Table 602A: Manufacturing District - Permitted and Special Uses			
	M-1	M-2	Reference
Education			
Business and Trade Schools	P		
Government			
[...]			
Offices			
Financial Services	P		
General Offices, Business or Professional	P	P	
Materials Testing Facility	P	P	
Medical or Dental Office or Clinic	P		**§ 44-1024**
Medical Laboratory Facility	P	P	
Printing, Copying and Mailing Services	P	P	
Research Facility or Laboratory	S	P[1]	
[...]			
INDUSTRIAL			
[...]			
Manufacturing and Production, Heavy			
Asphaltic Concrete Plants		S	**§ 44-1006**
Chemicals and Allied Industries		P	
Food and Kindred Industries	~~S~~ P[1]	P	
Paper and Allied Products Industry	P	P	
[...]			
Storage and Equipment Yards			
Aircraft Storage	P	P	
Composting Facility	P	P	
Junkyards		S	**§ 44-1022**
Marine Craft Storage, Marinas	P[1]	P[1]	
Mini Warehouses	P[1]	P[1]	**§ 44-1026**

Table 602A: Manufacturing District - Permitted and Special Uses			
	M-1	M-2	Reference
Parking Lot, Commercial	P[1]	P[1]	
Petroleum Products Storage	P	P	
Railroad Marshalling Yards		S	
Warehouse	P	P	
Transportation			
Bus and Taxi Passenger Terminals	P		
[...]			
Notes:			
1. A Special Use is required when the use adjoins a Residential District boundary line.			

[...]

§ 44-605 **[Ch. 44, 6-5] Development standards applicable to manufacturing districts.**

A. Industrial transition areas.

[...]

(3) Land use. Land uses permitted in said Industrial Transition Areas shall be those listed in the M-1 District. For residential, entertainment and hospitality, personal services and retail and service uses that require a special use, the Board of Zoning Appeals shall consider the following factors, in addition to the standards in § 44-1707.Land use. Land uses permitted in said Industrial Transition Areas shall be those listed in the M-1 District. For residential, entertainment and hospitality, personal services and retail and service uses that require a special use, the ~~Board of Zoning Appeals~~ Zoning Board of Appeals shall consider the following factors, in addition to the standards in § 44-1707.

[...]

§ 44-702 **[Ch. 44, 7-2]** Public Interest Districts - **Permitted** and special **uses.**

B. Allowed Uses Table.

Table 702A: Public Interest Districts - Permitted and Special Uses				
	P-1	P-2	P-3	Reference
Agricultural				
Agricultural		P	P	
Apiary, Beekeeping	S	S	S	**§ 44-1005**
Chicken-Keeping	S	S		
Forestry		P	P	

Table 702A: Public Interest Districts - Permitted and Special Uses				
	P-1	P-2	P-3	Reference
Horticultural Services			P	
Urban Agriculture	S	P	P	
Urban Garden	P	P	P	
RESIDENTIAL				
Household Living				
Dwelling ~~Unit~~, Single-Family	P			
Dwelling ~~Unit~~, Single-Family Attached	P	P		§ 44-1046
Dwelling ~~Unit~~, Two-Family	P			§ 44-1046
Dwelling ~~Unit~~, Multiple-Family	P	P		
[...]				
Residential-Type				
Adult and Juvenile Detention Facilities		S		
Domestic Violence Shelter	P			
~~Home for the Aged~~ Assisted Living Facilities		~~S~~ P[1]		§ 44-1019
Other Institutional, Cultural				
Clubs and Lodges	P	S	P	§ 44-1012
Food Pantry	P	P		§ 44-1018
Libraries	P	P	P	
[...]				
COMMERCIAL				
[...]				
Offices				
Financial Services			P[3]	
General Offices, Business or Professional			P	
Materials Testing Facility	P	S		
Medical or Dental Office or Clinic	P			§ 44-1024
Printing, Copying and Mailing Services	P		P	

Table 702A: Public Interest Districts - Permitted and Special Uses				
	P-1	P-2	P-3	Reference
Recording and Broadcast Studios			P	
[…]				
INDUSTRIAL				
[…]				
Storage and Equipment Yards				
Aircraft Storage			P	
Composting Facility		P		
Marine Craft Storage, Marinas			P	
Mini Warehouses			P	**§ 44-1026**
Parking Lot, Commercial	P	P	P	
Petroleum Products Storage			P	
Warehouse			P	
Transportation				
Airports and Landing Fields			P	**§ 44-1003**
Airport Passenger Terminals			P	
Bus and Taxi Passenger Terminals	P		P[3]	
Heliports, Heliport Terminals			P	
Rail Passenger Terminals			P[3]	
[…]				
Notes:				
1.	A Special Use is required when the use adjoins a Residential District boundary line.			
2.	Maximum permitted height is 45 feet or three stories, whichever is lower.			

[…]

§ 44-802 **[Ch. 44, 8-2] Aircraft Noise Impact District.**

[…]

C. Variations. The City shall consult and obtain a written recommendation from the Bloomington-Normal Airport Authority prior to consideration of any variation to this § 44-802. The Construction Board of Appeals shall be responsible for reviewing variations of the provisions of this § 44-802 pertaining to building construction and/or acoustical insulation.

The ~~Board of Zoning Appeals~~ Zoning Board of Appeals shall be responsible for reviewing all other variations of this § 44-802 not pertaining to building construction or sound insulation.

[…]

§ 44-907 **[Ch. 44, 9-7] Temporary uses.**

A. ~~Farmers' markets and~~ tTemporary sales on business premises, including Farmers' Markets. ~~A farmers' market may be permitted as an accessory use to any principal permitted use in B-1, B-2, C-1 District; or as an accessory to school, place or worship or other institutional use in all districts.~~ Temporary sales of goods and services may be conducted on the premises of business in any nonresidential zoning district. The following requirements shall apply:

(1) ~~Excluding farmers' markets,~~ No more than three temporary sales may be held on the same premises during any calendar year.

(2) ~~Excluding farmers' markets,~~ The duration of temporary sales shall be limited to no more than three consecutive days and during the regular hours of the principal business.

~~(3) Farmers' markets may be conducted on a weekly or semi-weekly basis for a period of up to six consecutive months during any calendar year.~~

(3) ~~(4)Farmers' markets and~~ Sales by other than the principal business or principal use must be licensed by the City of Bloomington. Such license shall be granted upon submission of the following:

(a) Description of good/services to be sold;

(b) Duration of the sale including days and hours of operation;

(c) Site plan showing the location of the proposed ~~farmers' market or~~ sale approved by the Economic and Community Development Department; **[Amended 10-26-2020 by Ord. No. 2020-69]**

[…]

(4) ~~(5)~~Sales by the principal business itself shall be without a license, bond, liability insurance, etc. except that the activity must be registered with the City of Bloomington. Said registration shall require the submission of the items described in § 44-907A(3)(a), (b), (c) and (l). **[Amended 8-24-2020 by Ord. No. 2020-55]**

(5) ~~(6)~~No ~~farmers' market or~~ sale on a parking lot shall be allowed that would obstruct traffic in the lot or reduce the number of parking spaces for the principal business below the number required by City Code.

(6) ~~(7)~~No ~~farmers' market or~~ sale shall be allowed closer than 15 feet from the front property line.

(7) ~~(8)~~No ~~farmers' market or~~ sale will be allowed that involves the use, placement, distribution, or sale of hazardous materials as determined by the Bloomington Fire Chief or his or her designee.

(8) ~~(9)~~No food sale for consumption shall be allowed without approval of the McLean County Health Department.

(9) ~~(10)~~Where businesses abut a residential property, no ~~farmers' market or~~ sale will be allowed without the installation of an opaque fence at least six feet high to protect said property from the activity.

(10) ~~(11)~~The premises must be cleaned of goods and debris after each ~~farmers' market or~~ sale.

(11) ~~(12)~~No sound system shall be used in conjunction with the ~~farmers' market or~~ sale.

(12) ~~(13)~~Farmers' markets

(a) A farmers' market may be permitted as an accessory use to any principal permitted use in B-1, B-2, C-1 District; or as an accessory to school, place or worship or other institutional use in all districts.

(b) In addition to the allowances for other temporary sales, Farmers' markets may be conducted on a weekly or semi-weekly basis for a period of up to six consecutive months during any calendar year.

[…]

E. Temporary sales in residential districts. Temporary sales that may be allowed in residential districts are garage sales, auction sales of real estate or estate disposition, and neighborhood block sales that do not use public right-of-way. Such sales may be conducted so long as the following requirements are met:

(1) No more than three garage/group sales are held on the same premises during any calendar year.

(2) The duration of said sales is limited to no more than three consecutive days or two consecutive weekends and during daylight hours.

(3) A group sale shall be considered as having been conducted for and by all premises from which merchandise is contributed or on which merchandise is sold.

(4) The Director of Economic and Community Development or his or her appointee may enter any premises within the City of Bloomington to determine compliance with this section or any applicable Code and may terminate said sale if violations are found; and

(5) Sound systems can only be used at an auction.

F..~~E.~~ Temporary outdoor storage (in shipping containers, storage containers, or in trailers) of materials for charitable and philanthropic organizations in business and manufacturing districts-shall be permitted in front, rear, and side yards subject to the following:

(1) Temporary outdoor storage shall be accessory to a principal permitted use;

(2) Such temporary outdoor storage shall not be in any way that impedes on-site circulation or the use of any required off-street parking or loading spaces required by Article **XII** of this Code;

(3) A permit for temporary outdoor storage use shall be obtained from the Economic and Community Development Director prior to the placement of any containers or materials. **[Amended 10-26-2020 by Ord. No. 2020-69]**

(4) No containers shall be permitted on a site more than 90 days in any calendar year.

G. ~~F.~~ All signs and their use shall comply with 14 of the Bloomington City Code, 1960, as amended.

[…]

§ 44-908 **[Ch. 44, 9-8] Accessory buildings and uses.**
On a lot devoted to a permitted principal use, customary accessory uses, and structures are

authorized subject to the following standards and any applicable off-street parking requirements:

[…]

D. An accessory building or structure hereafter constructed, erected, placed, structurally altered, enlarged, or moved, except as otherwise permitted in this Code shall be subject to the following bulk requirements:

[…]

(9) Structures or buildings that are accessory to manufactured homes or mobile homes are not to be considered permanent and shall not have permanent foundations (foundations forty (40) inches or more below grade). These structures shall be constructed to be free standing and not apply any additional loading situations to the manufactured home or mobile home it is associated with.

Article X **[Ch. 44, 10] Use Provisions**

§ 44-1011 **[Ch. 44, 10-11] Chicken-keeping.**

A. On lots less than or equal to one acre with a primary use of a single-family or two-family dwelling, or primary use of 1) preschools, 2) private and public schools, and 3) boarding schools, the keeping of up to four chickens may be permitted with Special Use Permit as an accessory use and shall comply with Chapter **8** and Chapter **22** of the Bloomington Code, 1960, as amended.

B. On lots greater than one acre with a primary use of a single-family or two-family dwelling, or primary use of 1) preschools, 2) private and public schools, and 3) boarding schools, the keeping of up to four chickens with Special Use Permit, plus one additional chicken per half acre in excess of one acre may be permitted as an accessory use and shall comply with Chapter **8** and Chapter **22** of the Bloomington Code, 1960, as amended.

[…]

§ 44-1014 **[Ch. 44, 10-14] Community reception establishments.**

[…]

I. Special use permit.

[…]

(2) All special use permits for community reception establishments shall be reviewed on an annual calendar year basis by the ~~Board of Zoning Appeals~~ Zoning Board of Appeals in liaison with the Director of Economic and Community Development and the City Fire Marshal to insure compliance with the City Code. [Amended 10-26-2020 by Ord. No. 2020-69]

[…]

§ 44-1029 **[Ch. 44, 10-29] Refractory lined pit burners.**

[…]

E. Special use permit. The applicant for a special use permit shall submit written

documentation to the ~~Board of Zoning Appeals~~ Zoning Board of Appeals verifying compliance with all Illinois Environmental Protection Agency requirements and performance standards for refractory lined pit burners.

[…]

§ 44-1031 **[Ch. 44, 10-31] Solar energy conversion facilities.**

[…]

E. Private solar energy conversion.

(1) Building or roof-mounted systems.

[…]

(2) Freestanding systems.

[…]

(b) Location.

[1] In Residential Districts, accessory freestanding systems are permitted in the rear and side yards only, subject to the accessory structure provisions of § **44-908**.

[2] Freestanding systems approved pursuant to site plan approval shall not be located within the required front yard and shall in other respects comply with the accessory structure provisions of § **44-908**.

[…]

§ 44-1046 [Ch. 44, Sec. 10-46] Two-Family and Single-Family Attached Dwellings

A. Orientation. Any shared, main entrance shall face the primary street.

B. Location. The minimum required side-yard at interior lot lines shall be zero feet. The minimum distance between structures shall be at least 10 feet in any Zoning District.

[…]

§ 44-1103 **[Ch. 44, 11-3] Nonconforming uses of land.**

A. A nonconforming use may be continued so long as it remains otherwise lawful, provided:

[…]

(4) A special use permit may be granted authorizing the change of a nonconforming use to another nonconforming use, provided that the City Council, after a public hearing by the Bloomington ~~Board of Zoning Appeals~~ Zoning Board of Appeals, shall find that the proposed use more compatible to the district than the existing nonconforming use. In permitting such change, the City Council may require appropriate conditions and safeguards in accord with the provisions of this Code.

[…]

§ 44-1105 **[Ch. 44, 11-5] Discontinuance of use.**

[…]

D. With the exception of single-family structures, built as such, when a structure containing a nonconforming use is damaged to an extent exceeding 50% of its gross floor area or

replacement value the nonconforming use shall not be re-established, and the premises shall thereafter conform to the requirements of this Code.

[…]

§ 44-1208 **[Ch. 44, 12-8] Off-street parking requirements.**

Table 1208E: Off-Street Parking Requirements

Recreational; Fairgrounds, agricultural exhibits; Spaces equivalent to 30% of peak daily attendance, as adduced from testimony before the ~~Board of Zoning Appeals~~ Zoning Board of Appeals

[…]

Article XV **Planned Unit Developments**

§ 44-1503 **[Ch. 44, 15-3] Design standards and criteria.**

[…]

C. Beneficial common open space. Any common open space in the planned unit development shall be integrated into the overall design of the site. Such spaces shall have a direct functional or visual relationship to the main building(s) and not be of isolated or leftover character. Desirable open space amenities include, but are not limited to plazas, gardens, playgrounds, and playing fields.

1. The following shall apply to all Common Recreation Spaces:

a. The area may not be less than 10,000 square feet.

b. The shortest distance between median points of any two sides of such common recreation space shall not be less than 36 feet.

c. All recreation space shall not be less than 20 feet away from any first story residential building wall containing a window.

2. The following would not be considered usable common open space:

a. Areas reserved for the exclusive use or benefit of an individual tenant or owner.

[…]

§ 44-1601 **[Ch. 44, 16-1] Rules of construction.**

[…]

H. All provisions of this Code imposing duties upon the City, its officers or agents are directory, unless the context clearly requires the provision be construed as mandatory; and

I. The term “Director” or “Director of Economic and Community Development” shall be inclusive of the Zoning Administrator and any designee authorized to act on behalf of the Director; and

J. In the case of any difference of meaning or implication between the text of this Code and any caption or illustration, the text shall control.

§ 44-1602 **[Ch. 44, 16-2] Definitions "A."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

[…]

ABUTTING (ADJACENT, ADJOINING, CONTIGUOUS)

Having one or more common boundary line(s) or district line(s), or where two parcels are separated only by an alley or easement. ~~Meeting or touching at some point or line; having a common border.~~

ACCESSORY BUILDING OR STRUCTURE OR USE

An accessory building, structure or use is one which:

A. Is subordinate to and clearly and customarily incidental to the principal building or principal use; and

B. Is subordinate in area, extent, and purpose to the principal building or principal use served; and

C. Contributes to the comfort, convenience, or necessity of occupants to the principal building or principal use served; and

D. Is located on the same lot as the principal building or principal use served, with the single exception of such accessory off-street parking facilities as are permitted to locate elsewhere than on the same lot with the building or use served; and

~~E. Structures or buildings that are accessory to manufactured homes or mobile homes are not to be considered permanent and shall not have permanent foundations (foundations 40 inches or more below grade); and~~

~~F. Structures or buildings that are accessory to manufactured homes or mobile homes shall be constructed to be free standing and not apply any additional loading situations to the manufactured home or mobile home it is associated with; and~~

~~G.~~E. The structural integrity of such accessory buildings or structures shall be in compliance with the International Residential Code, as adopted by the City Council in Bloomington City Code, Ch **10.**

[…]

AGENCY-OPERATED FAMILY HOME

A ~~child care~~ facility which provides care for no more than four children placed by and under the supervision of a licensed ~~child~~ welfare agency with these homes being owned or rented, staffed, maintained and otherwise operated by the agency. The term "agency-operated home" shall also be deemed to mean an agency staffed home which provides resident services to not more than four individuals who are handicapped, aged, developmentally disabled or mentally ill. An agency-operated family home provides 24 hour ~~Twenty-four-hour adult supervision shall be mandatory in an agency-operated family home and~~ adult supervision and consultation and does not provide an alternative to incarceration for a criminal offense, nor placement for substance or alcohol abuse. ~~shall be available to the residents thereof. A Special Use Permit issued on or after April 9, 1990, pursuant to Article X of this Code shall not authorize the operation of an agency-operated family home for persons for whom such facilities serve as an alternative to incarceration for a criminal offense, or persons whose primary reason for placement is substance or alcohol abuse, unless the Special Use Permit specifically so provides. Agency-operated family homes shall be separated from one another by a distance of at least 1,000 feet.~~

AGENCY-OPERATED GROUP HOME

A ~~child care~~ facility which provides care for more than four but not more than 10 children placed by and under the supervision of a licensed ~~child~~ welfare agency with these homes being owned or rented, staffed, maintained, and otherwise operated by the agency. The term "agency-operated group home" shall also be deemed to mean an agency staffed home

which provides resident services to more than four but not more than 10 individuals who are handicapped, aged, developmentally disabled, or mentally ill. An agency-operated family home provides 24 hour ~~Twenty-four-hour adult supervision shall be mandatory in an agency-operated family home and~~ adult supervision and consultation and does not provide an alternative to incarceration for a criminal offense, nor placement for substance or alcohol abuse. ~~shall be available to the residents thereof. A Special Use Permit issued on or after April 9, 1990, pursuant to Article X of this Code, shall not authorize the operation of an agency-operated group home for persons for whom, such facilities serve as an alternative to incarceration for a criminal offense, or persons whose primary reason for placement is substance or alcohol abuse, unless the Special Use Permit specifically so provides.~~

AGENCY-SUPERVISED HOME

A ~~child care~~ facility under the direct and regular supervision of a licensed ~~child~~ welfare agency (including an agency which receives or arranges for the care or placement of children who have behavioral problems involving violations of criminal law), of the Illinois Department of Children and Family Services, of a circuit court, or of any other state agency which has authority to place children in child care facilities, and which receives no more than eight children, unless of common parentage, who are placed and are regularly supervised by one of the specified agencies.

AGRICULTURAL (AGRICULTURAL USES)

The growing, harvesting and storing of crops including legumes, hay, grain, fruit ~~and truck~~ or vegetable crops, floriculture, horticulture, viticulture, mushroom growing, orchards and forestry; farm buildings for storing and protecting farm machinery and equipment from the elements; and farm dwelling units occupied by farm owners, operators, tenants or seasonable or year-round hired farm workers. This definition ~~of Agriculture and agricultural uses~~ includes all types of agricultural operations, but excludes therefrom animal husbandry and industrial operations such as grain elevator, canning or slaughterhouse, wherein agricultural products produced primarily by others are stored or processed.

[…]

~~**AIR CURTAIN INCINERATOR**~~

~~An incinerator that operates by forcefully projecting a curtain of air across an open chamber or pit in which burning occurs.~~

[…]

ALLEY

~~A public right-of-way~~ Any roadway, other than a city street, which is less than 30 feet wide and affords a secondary means of access to ~~abutting~~ property and is not intended for general traffic circulation. Frontage on an alley shall not be construed as satisfying the requirements related to a frontage on a public street.

ALTERATION

As applied to a building or structure, alteration shall mean any change in size, shape or construction ~~or character~~ of a building or structure; any change to structural members such as walls or partitions, columns, beams or girders; or any change in the use thereof. As applied to a building or structure in the S-4 Historic Preservation District, alteration also means any act or process that changes ~~one (1) or more of~~ the exterior architectural ~~features~~

appearance of a building or structure, including, but not limited to, the erection, construction, reconstruction, or removal of any building or structure in whole or in part.

AMBULATORY SURGICAL TREATMENT CENTER ~~OR SURGI-CENTER~~

Any institution, place or building devoted primarily to the maintenance and operation of facilities for the performance of surgical procedures or any facility in which a medical or surgical procedure is utilized to terminate a pregnancy, irrespective of whether the facility is devoted primarily to this purpose. Such facility shall not provide beds or other accommodations for the overnight stay of patients; however, facilities devoted exclusively to the treatment of children may provide accommodations and beds for their patients for up to 23 hours following admission. Individual patients shall be discharged in an ambulatory condition without danger to the continued wellbeing of the patients or shall be transferred to a hospital. The term 'ambulatory surgical treatment center' ~~or 'surgi-center'~~ does not include any of the following:

[…]

ANIMAL RUN

An enclosed outdoor area intended for the exercising and/or containment of dogs and similar animals in the context of kennels ~~as a special use~~.

[…]

APIARY (BEEKEEPING)

A location where beehives of honey bees are kept. May refer to hives meant for commercial, personal, or educational use. The maintenance of honey bee colonies for commercial, personal, or educational purposes including, to collect their honey, beeswax, propolis, flower pollen, bee pollen, and royal jelly; to pollinate crops; or to produce bees for sale to other bee keepers.

[…]

ARBOR

A shelter of vines or branches or of latticework covered with climbing shrubs or vines.

ARCHITECTURAL FEATURE

An element of a building or a structural including, but not limited to, cornices, eaves, gutters, belt courses, sills, lintels, bay windows, chimneys, and decorative ornaments.

[…]

ASSISTED LIVING FACILITIES

A special combination of housing, supportive services, personalized assistance, and/or health care designed to respond to the individual needs of those who need help with activities of daily living because of age or medical condition. This also includes independent living, elderly housing, nursing homes, and hospices

[…]

§ 44-1603 **[Ch. 44, 16-3] Definitions "B."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

[…]

BASEMENT (CELLAR)

The story of a building which is partly below and partly above grade, and having at least 1/2 its height above grade. ~~(See "Grade," "Story" and "Cellar".)~~

BASE STATION

A lawfully constructed structure at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network, but does not encompasses a tower or any equipment associated with a tower. The term includes but is not limited to radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration.

[…]

BEEKEEPING. See "Apiary".

~~The maintenance of honey bee colonies for commercial, personal, or educational purposes including, to collect their honey, beeswax, propolis, flower pollen, bee pollen, and royal jelly; to pollinate crops; or to produce bees for sale to other bee keepers.~~

[…]

~~**BIRTHING CENTER**~~

~~A facility offering low-risk, generally healthy pregnant females the option of experiencing childbirth in a non-hospital setting on an outpatient basis. Generally these individuals will be discharged to home after a short observance during the postpartum period not to exceed 24 hours after delivery. The facility shall comply with all statutory and administrative regulations that may be enacted from time-to-time and shall include a collaborative agreement with a physician specializing in obstetrical care or physician licensed to practice medicine in all branches. Advanced practice nurses, including certified nurse midwives as defined and mandated by 225 ILCS 65/15-5 and 225 65/15-15, may participate in the childbirth process provided all statutory and administrative regulations are complied with and met.~~

[…]

BOARD OF ZONING APPEALS (ZONING BOARD OF APPEALS)

The ~~Board of Zoning Appeals~~ Zoning Board of Appeals for the City of Bloomington, Illinois.

[…]

BOARDING AND ROOMING HOUSE

Any residential building, or any part thereof, containing one or more rooming units, ~~A building~~ arranged or used for lodging, with or without meals, for compensation, by four or more ~~than five~~ and not more than 20 individuals~~. in which space is let by the owner or operator to four or more persons~~ who do not constitute a family.

[…]

~~**BOOK, STATIONERY STORES, NEWSSTANDS**~~

~~Any business establishment having as a substantial or significant portion of its stock-in-trade, books, magazines, newspapers, other periodicals and stationery but excludes therefrom any "adult media store" as defined herein.~~

BROADCAST STUDIO. See "Recording Studio".

BUFFER

Vegetative material, structures (e.g. walls, fences), berms, or any combination of these elements that are used to separate and screen land uses from one another.

[…]

BUILDING MATERIALS AND SUPPLIES

~~An establishment which sells materials and supplies used in the construction of buildings.~~ Retailing, wholesaling, or rental of building supplies and equipment. This classification includes but is not limited to floor covering stores, heating and plumbing equipment sales and lumber yards, but excludes retail sale of paint, glass, wallpaper and hardware activities classified under "vehicle sales and service.

BUILDING SETBACK (REQUIRED YARD)

The area established by this Code, into which a building shall not extend, except as otherwise provided for by this Code.

BUILDING SETBACK LINE (REQUIRED YARD LINE)

The line established by this Code, beyond which a building shall not extend, except as otherwise provided for by this Code.

[…]

BUILDING, RESIDENTIAL

A building which is arranged, designed, used as intended to be used for residential occupancy by one or more persons and which includes, but is not limited, to the following types:

[…]

~~J. Homes for the aged.~~ Assisted Living Facilities.

BUILDING, TEMPORARY

Any building not designed or intended to be permanently located, placed or affixed in the place where it is, typically in place during construction of a principal structure, a special event, or for a period not to exceed one (1) year ~~but such building shall not be permitted for more than one (1) year~~.

[…]

§ 44-1604 **[Ch. 44, 16-4] Definitions "C."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

[…]

CANOPY

A roofed structure constructed of fabric or other material supported by the building or by support extending to the ground ~~directly under the canopy placed~~ so as to extend outward from the building providing a protective shield for doors, windows and other openings.

[…]

CELLAR. See "Basement".

~~The portion of a building which is partly or completely below grade and having at least 1/2~~

~~its height below grade (see "grade," "story" and "basement").~~

CEMETERY

~~Property used for the interring of the dead.~~ Land used or intended to be used for the burial of the human dead, including columbaria, mausoleums and mortuaries, if operated in connection with, and within the boundaries of such cemetery.

[…]

~~**CHARITABLE ORGANIZATION (PHILANTHROPIC ORGANIZATION)**~~

~~Nonprofit organizations that are supported primarily by charity or benevolence and whose principal function is the performance of charitable or humanitarian works or religious activities. This definition shall include but not be limited to churches, mosques, temples, synagogues, or other religious institutions. Social organizations and clubs shall not be included in this definition.~~

[…]

CLOTHING CARE

~~An establishment which launders or dry cleans articles dropped off on the premises directly by the customer or where articles are dropped off, sorted, and picked up but where laundering or cleaning is done elsewhere.~~ A commercial business established for the maintenance, cleaning or alteration of apparel, including but not limited to tailor, dry cleaning, coin laundry, shoe repair, etc.

[…]

~~**CLUSTER SUBDIVISION**~~

~~A subdivision in which the lot sizes are reduced below those normally required in the zoning district in which the subdivision is located, in return for the provision of permanent open space. A development design technique that concentrates buildings in specific areas on a site to allow the remaining land used for recreation, common open space, or the preservation of historically or environmentally sensitive features.~~

[…]

COLLEGE (UNIVERSITY)

An institution of higher education accredited by a regional organization or authorized by the State of Illinois to issue undergraduate, graduate, and professional level degrees. A college or university shall be inclusive of college administration buildings, classrooms and laboratories, maintenance facilities, dormitories, athletic buildings and fields, student clubs and associations, libraries and other facilities or buildings customarily associated with a college or university.

[…]

COMMERCIAL. See "Business".

[…]

COMMON RECREATION SPACE

A privately-owned and maintained parcel or parcels of land reserved primarily for the leisure and recreational use of the residents of a planned unit development. ~~and privately-owned and maintained in accordance with Chapter **24**, § **24-502C**, of the Bloomington City~~

~~Code, 1960, as amended. All common recreation space shall have an area of not less than 10,000 square feet. The shortest distance between median points of any two sides of such common recreation space shall not be less than 36 feet. All recreation space shall not be less than 20 feet away from any first story residential building wall containing a window~~.

[…]

~~**CONVALESCENT HOME**~~

~~A privately operated establishment devoted to the care of persons during the recuperative stage of an illness, or in which persons may be cared for during an illness. This definition shall not be construed to imply or permit the practice of general hospital functions such as major surgical operations or the rendering of service beyond nursing care in the operation of nursing homes or sheltered care homes or homes for the aged, as defined herein and as regulated by 210 ILCS 45/1-101 et sec. "The Nursing Home Care Act."~~

[…]

CREMATORY

A building or facility in which human remains are incinerated to ashes.

[…]

~~**CURRENCY EXCHANGE**~~

~~An establishment that, for compensation, engages in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose. This classification does not include a state or federally chartered bank, savings association, credit union, or industrial loan company. Further this classification does not include establishments selling consumer goods where the cashing of checks or money orders is incidental to the main purpose of the business.~~

§ 44-1605 **[Ch. 44, 16-5] Definitions "D."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

DAY-CARE CENTER

A facility that provides supervision and care for people who cannot be fully independent, such as children and the elderly. Includes and child an adult day-care facilities.

A. CHILD DAY-CARE HOME

A premises in which care is provided for more than three children that is licensed by the Illinois Department of Children and Family Services under the Illinois Child Care Act of 1969 (225 ILCS 10/1 et seq.). No day care home operator may care for more than a total of eight children, not including the caregiver's own children under age 12.

B. CHILD DAY-CARE CENTER ~~(NURSERY AND NIGHT CARE CENTER)~~

A premises licensed by the State of Illinois and receiving more than eight children 12 years of age and under for care during all or part of a day or night for consideration. As used herein the term children does not include the children of the operator(s) of the Day-care center.

C. ADULT DAY-CARE CENTER ~~HOME (NIGHT CARE HOME)~~

A premises that provides social or recreational programs, health services, supervision, or other care for functionally or cognitively impaired adults principally during daytime hours, not more than 12 hours a day or more than 6 days per week; this definition includes adult day health care centers but does not include Assisted Living Facilities, hospitals, or other facilities that routinely provide medical treatment or overnight care.

[…]

~~**DIAGNOSTIC LABORATORY TESTING FACILITY**~~

~~A facility offering diagnostic and/or pathological testing and analysis of blood, blood fluids, pathological specimens, DNA sampling and analysis and any other diagnostic test generally recognized in the health care industry.~~

[…]

~~**DISPLAY PUBLICLY**~~

~~The act of exposing, placing, posting, exhibiting, or in any fashion displaying in any location, whether public or private, an item in such a manner that it may be readily seen and its content or character distinguished by normal unaided vision viewing it from a street, highway, or public sidewalk, or from property of others, or from any portion of the premises where items and material other than adult media are on display to the public.~~

[…]

~~**DRIVE-IN**~~

~~A business or institution where a principal use is the offering of goods or services to be carried out or to be served to customers waiting in parked motor vehicles, but which may have facilities for offering such goods or services to customers for use or consumption within the building.~~

[…]

DWELLING

A building designed or used principally for residential occupancy, including, without limitation, single-family dwellings, two-family dwellings, and multiple-family dwellings.

A. **SINGLE FAMILY** A type of Dwelling. A dwelling containing one (1) dwelling unit surrounded by open space with no party wall.

B. **TWO-FAMILY (DUPLEX)** A type of Dwelling. A dwelling containing two (2) dwelling units. Two-Family dwellings include buildings, designed for and occupied by two families living together independently of each other, with or without a shared entrance, integrated vertically or horizontally. This includes dwellings that span two parcels, each designed for and occupied by a single family, having one common party wall and one side yard per lot.

C. **SINGLE-FAMILY ATTACHED (TOWNHOUSE, ROWHOUSE)**
A type of Dwelling. A series of three or more noncommunicating single-family dwellings having a common party wall between each two adjacent sections. Each dwelling unit shall occupy the internal space from the ground to the roof. "Dwelling, Single-Family Attached" refers to the design of a building and does not reflect the type of ownership of the individual units.

D. **MULTIPLE-FAMILY**

A type of Dwelling. A dwelling containing three (3) or more dwelling units, with or without a shared entrance, whether integrated vertically or horizontally.

~~**DWELLING UNIT, ATTACHED**~~

~~A building containing two or more abutting dwelling units that share a common wall at the lot line and that are on separate lots.~~

~~**DWELLING UNIT, DETACHED**~~

~~A dwelling unit surrounded by open space on the same lot.~~

~~**DWELLING UNIT, MULTIPLE-FAMILY**~~

~~A dwelling containing more than two dwelling units.~~

~~**DWELLING UNIT, SINGLE-FAMILY**~~

~~A dwelling, containing one dwelling unit.~~

~~**DWELLING UNIT, SINGLE-FAMILY ATTACHED**~~

~~A dwelling containing two or more dwelling units each with their own entrance.~~

~~**DWELLING UNIT, TWO-FAMILY (DUPLEX)**~~

~~A dwelling containing two dwelling units with a common entrance.~~

[…]

DWELLING, CONVERSION, TWO-FAMILY (2 UNITS)

A building originally designed or intended to be used principally as a single-family residence, which has been legally converted into use as a two-family residence.

DWELLING, CONVERSION, MULTIPLE-FAMILY (3+ UNITS)

A building originally designed or intended to be used principally as a single-family residence, which has been legally converted into use as a multifamily residence.

§ 44-1606 **[Ch. 44, 16-6] Definitions "E."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

[…]

~~**ELEEMOSYNARY**~~

~~Of, relating to, or supported by charity.~~

ELECTRICITY PRODUCTION PLANT

An industrial facility for the generation of electric power. An electricity production plant contains one of more generators and utilized energy sources such as coal, oil, natural gas, and hydroelectric. This definition does not include Nuclear Power Plants.

ELECTRONICS ASSEMBLY PLANT

A manufacturing and assembly plant where components are assembled for finished consumer electronics such as computer hardware, software, electronic devices, semiconductors, telecommunications equipment and similar technological devices.

[…]

§ 44-1607 **[Ch. 44, 16-7] Definitions "F."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

FABRICATED METAL INDUSTRIES

The manufacturing process by which metal is transformed into intermediate or end products, other than machinery, computers and electronics, and metal furniture. Fabricated metal processes include forging, stamping, bending, forming, and machining used to shape individual pieces of metal; and welding and assembling, used to join separate parts together.

[…]

FISH HATCHERY

A parcel or building where ~~commercial~~ water dependent fishery facilities are located.

[…]

FRONTAGE

The measure of lineal contiguity between a lot or portion thereof and a street~~, alley~~ or public way.

[…]

FURNITURE AND FIXTURES INDUSTRIES

Manufacturing establishments engaged in the production of wooden furnishings, cases and cabinets.

§ 44-1608 **[Ch. 44, 16-8] Definitions "G."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

[…]

GLARE. See "Lighting, Glare".

[…]

GRADE

The ground elevation established for the purpose of regulating the height of a structure; the grade shall be the level of the ground adjacent to the structure if the finished grade is level; if the ground is not entirely level, the average grade shall be determined by averaging the elevation of the ground for each side of the structure, as measured six (6) feet from the exterior walls of the structure. ~~A reference plane representing the average of finished ground level adjoining the building at all exterior walls. When the finished ground level slopes away from the exterior walls, the referenced plane shall be established by the lowest points within the area between the building and the lot line; or, when the lot line is more than six feet (1,829 millimeters) from the building, between the building and a point six feet feet (1,829 millimeters) from the building.~~

GROCERY STORE, SUPERMARKET

A retail establishment ~~with more than 40,000 square feet of gross floor area~~ which primarily sells food products for home preparation and consumption, convenience, and household goods, and secondarily sells prepared food items.

[…]

GROUP LIVING

Residential occupancy of a dwelling unit by other than a household and providing communal facilities; typical uses include adult foster care facilities, assisted living facilities, nursing homes, and transitional shelters.

[…]

~~**GUESTS, PERMANENT**~~

~~A person who occupies or has the right to occupy a hotel, motel, or apartment hotel accommodation as his place of permanent residence.~~

[…]

§ 44-1609 **[Ch. 44, 16-9] Definitions "H."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

[…]

~~**HOME FOR THE AGED**~~

~~Any home operated not for profit under the auspices of a religious, fraternal, charitable, or other nonprofit organization, or operated not for profit under an endowment which through its ownership or management and as its principal objective provides maintenance and personal care, nursing, or sheltered care to aged persons, and in the conduct of which provides such service or services to not less than three persons over 60 years of age who are not related to the applicant or owner by blood or marriage. Such terms shall not include the following:~~

~~A. A home, institution, or other place operated by the Federal Government or agency thereof, or by the State of Illinois, political subdivision thereof, or a municipal corporation therein;~~

~~B. A hospital, sanitarium, or other institution whose principal activity or business is the care and treatment of persons suffering from mental or nervous diseases;~~

~~C. A hospital, sanitarium, or other institution whose principal activity is the diagnosis, care, and treatment of human illness through the maintenance and operation of organized facilities thereof;~~

~~D. Any child welfare agency, maternity hospital, or lying-in home required to be licensed by the State of Illinois.~~

[…]

HOTEL (MOTEL, MOTOR HOTEL)

An establishment which is open to transient guests, in contradistinction to a boarding house, lodging house, or apartment hotel, and is commonly known as a hotel (motel) in the community in which it is located; and which provides customary hotel services such as mail service, the furnishing and laundering of linen, telephone and secretarial or desk service, the use and upkeep of furniture and bellhop service. A hotel may include a restaurant or cocktail lounge, banquet halls, ballrooms, or meeting rooms as accessory use.

[…]

§ 44-1610 **[Ch. 44, 16-10] Definitions "I."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

[…]

IMPROVEMENT

Any building, structure, place, work of art, or other object constitution a physical betterment of real property, or any part of the betterment.

INFRASTRUCTURE

Public or private structures that serve the common needs of the population, such as: potable water systems; wastewater disposal systems, solid waste disposal sites or retention areas; storm drainage systems; electric, gas, telephone, cable, and other utilities; bridges; roadways; bicycle paths and trails; pedestrian sidewalks, paths and trails; and transit stops.

~~**INSTITUTIONAL HOME FOR THE CARE OF CHILDREN (CHILD CARE INSTITUTION)**~~

~~A child care facility where more than seven children are: received and maintained for the purpose of providing them with care or training or both. The term "institution home for child care" includes residential schools, primarily serving ambulatory handicapped children, and those operating a full calendar year, but does not include:~~

~~A. Any state-operated institution for child care established by legislative action;~~

~~B. Any juvenile detention home established and operated by county or child protection district established under the Illinois. Child Protection Act," as amended;~~

~~C. Any institution, home, place or facility operating under a license pursuant to the Illinois "Nursing Homes, Sheltered Care Homes, and Homes for the Aged Act," as amended;~~

~~D. Any bonafide boarding school in which children are primarily taught branches of education corresponding to those taught in public schools, grades one through 12, or taught in public elementary schools, high schools, or both elementary and high schools, and which operates on a regular academic school year basis; or~~

~~E. Any facility licensed as a "group home" or "night care center" as defined in the Illinois "Child Care Act of 1969," as amended.~~

INSTRUCTIONAL STUDIO

A small-scale facility, typically accommodating no more than two groups of students at a time, in no more than two instructional spaces. Examples include but are not limited to individual and group instruction and training in the arts; martial arts training studios; gymnastics instruction, and aerobics and gymnastics studios with no other fitness facilities or equipment. ~~A workroom for the purpose of instruction in a wide variety of fields including but not limited to architecture, acting, pottery, painting, graphic design, and filmmaking.~~

§ 44-1611 **[Ch. 44, 16-11] Definitions "J."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

[…]

JUNKYARD (SALVAGE YARD)

Any lot, land, parcel, building, structure, or part thereof, used for the storage, collection, processing, purchase, sale, salvage, or disposal of junk. Such terms shall also include any place of business, storage, or deposit of motor vehicles purchased for the purpose of dismantling the vehicles for parts or for use of the metal for scrap. This use includes vehicle

salvage yards where two (2) or more unregistered or inoperable motor vehicles are dismantled or wrecked; any lot or parcel of land where two (2) or more unregistered, or inoperable, dismantled or wrecked motor vehicles or are stored, sold or dumped outdoors; or where used parts of motor vehicles or old iron, metal glass, paper, cordage, or other waste or discarded or secondhand material which has been a part of any motor vehicle are deposited for a period exceeding thirty (30) days.

§ 44-1612 **[Ch. 44, 16-12] Definitions "K."**
The following words and terms wherever they occur in this Code shall be interpreted as herein defined:
[…]

§ 44-1613 **[Ch. 44, 16-13] Definitions "L."**
The following words and terms wherever they occur in this Code shall be interpreted as herein defined:
[…]

LOT

A quantity of land capable of being described with such certainties that its location and boundaries may be established, and which is designated by its owner or developer as land to be conveyed, used or developed as a unit or which has been conveyed, used or developed as a unit, including any easements within its boundaries. Such lot shall have a frontage on an improved public street or on an approved private street.

A. **AREA** The area of horizontal plane bounded by the vertical planes through front, side, and rear lot lines.
B. **LINE, FRONT** That lot line which is abutting a public street or private street.
C. **LINE, REAR** That lot line which is most distant from and is roughly parallel to the front lot line. If the rear lot line is less than 10 feet in length, or if the lot forms a point at the rear, the rear lot line shall be deemed to be a line 10 feet in length within the lot, parallel to, and at the maximum distance from the front lot line.
D. **LINE, SIDE** Any lot line which is not a front or rear lot line.
E. **OF RECORD** A lot which is part of a subdivision recorded in the office of the McLean County Recorder of Deeds, or a lot or parcel described by metes and bounds, the description of which has been so recorded.
F. **CORNER** A lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than 135°.
G. **DEPTH** The distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.
H. **FRONTAGE** The front of a lot shall be construed to be the portion nearest the street. For the purposes of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered as having lot frontage.
I. **INTERIOR** A lot which faces on one street or with opposite sides on two streets.
J. **LINE** A property line dividing one lot from another, or from a street, pedestrian way, or railroad right-of-way.
K. **NON-CONFORMING** (See "nonconforming lot.)"
L. **OUT** A lot depicted on a Final Subdivision Plat which does not meet the requirements of this Code for lots of record and which may not be used for building or parking

lots.

M. **REVERSED CORNER** A lot on which the frontage is at right angles or approximately right angles (interior angle less than 135°) to the general pattern in the area. A reversed corner lot may also be a corner lot, an interior lot or a through lot.

N. **THROUGH** A lot other than a corner lot with frontage on more than one street. Through lots abutting two streets may be referred to as double frontage lots.

O. **WIDTH** The horizontal distance between side lot lines of a lot measured at the required front yard setback line.

P. **ZONING** A parcel of land that is designated by its owner at the time of applying for a building permit as one lot, all of which is to be used, developed, or built upon as a unit under single ownership. Such lot may consist of: a. single recorded lot; b. a portion of a recorded lot; or c. a combination of complete recorded lots, complete recorded lots and portions of recorded lots, or portions of recorded lots.

~~**LOT AREA**~~

~~The area of horizontal plane bounded by the vertical planes through front, side, and rear lot lines.~~

~~**LOT LINE, FRONT**~~

~~That lot line which is abutting a public street or private street.~~

~~**LOT LINE, REAR**~~

~~That lot line which is most distant from and is roughly parallel to the front lot line. If the rear lot line is less than 10 feet in length, or if the lot forms a point at the rear, the rear lot line shall be deemed to be a line 10 feet in length within the lot, parallel to, and at the maximum distance from the front lot line.~~

~~**LOT LINE, SIDE**~~

~~Any lot line which is not a front or rear lot line.~~

~~**LOT OF RECORD**~~

~~A lot which is part of a subdivision recorded in the office of the McLean County Recorder of Deeds, or a lot or parcel described by metes and bounds, the description of which has been so recorded.~~

~~**LOT, CORNER**~~

~~A lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than 135°.~~

~~**LOT, DEPTH**~~

~~The distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.~~

~~**LOT, FRONTAGE**~~

~~The front of a lot shall be construed to be the portion nearest the street. For the purposes of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered as having lot frontage.~~

~~**LOT, INTERIOR**~~

~~A lot which faces on one street or with opposite sides on two streets.~~

~~**LOT, LINE**~~

~~A property line dividing one lot from another, or from a street, pedestrian way, or railroad right-of-way.~~

~~**LOT, NON-CONFORMING**~~

~~(See "nonconforming lot.)"~~

~~**LOT, OUT**~~

~~A lot depicted on a Final Subdivision Plat which does not meet the requirements of this Code for lots of record and which may not be used for building or parking lots.~~

~~**LOT, REVERSED CORNER**~~

~~A lot on which the frontage is at right angles or approximately right angles (interior angle less than 135°) to the general pattern in the area. A reversed corner lot may also be a corner lot, an interior lot or a through lot.~~

~~**LOT, THROUGH**~~

~~A lot other than a corner lot with frontage on more than one street. Through lots abutting two streets may be referred to as double frontage lots.~~

~~**LOT, WIDTH**~~

~~The horizontal distance between side lot lines of a lot measured at the required front yard setback line.~~

~~**LOT, ZONING**~~

~~A parcel of land that is designated by its owner at the time of applying for a building permit as one lot, all of which is to be used, developed, or built upon as a unit under single ownership. Such lot may consist of: a. single recorded lot; b. a portion of a recorded lot; or c. a combination of complete recorded lots, complete recorded lots and portions of recorded lots, or portions of recorded lots.~~

LUMBER AND WOOD INDUSTRIES

The conversion of logs into wood products through mechanical processes and extraction of residual by-products. Products of lumber and wood industries include but are not limited to lumber, veneer, plywood, particleboard, wood pellets, wood composites, wood chips, sawdust and shavings.

§ 44-1614 **[Ch. 44, 16-14] Definitions "M."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

[…]

MATERIALS TESTING FACILITY

A facility offering testing and analysis of non-hazardous materials, using methods not consisting of live human or animal testing; testing facilities other than those generally recognized in the health care industry.

[…]

~~**MEDIA SHOP**~~

~~A general term, identifying a category of business that may include sexually oriented material but that is not subject to the special provisions applicable to adult media shops. In that context, media shop means a retail outlet offering media for sale or rent, for consumption off the premises provided that any outlet meeting the definition of "adult media shop" shall be treated as an adult media store. (See special conditions in Section 6-30(16) and Appendix "C" (16) of this Code for media shops in which adult media constitute less than 10% of the stock-in-trade or occupy less than 10% of the floor area.~~

MEDICAL CENTER

A building or buildings, which may be arranged as a campus, where a range of medical services, support services, and ancillary services, including medial education, hospitals, research and rehabilitation facilities, are provided.

MEDICAL LABORATORY FACILITY

A facility offering diagnostic and/or pathological testing of analysis of blood, blood fluids, pathological specimens, DNA sampling and analysis and any other diagnostic test generally recognized in the health care industry.

[…]

MODULAR UNIT

A building constructed on-site in accordance with Chapter **10** of the Bloomington City Code, 1960, as amended, and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation. A Modular Unit is a form of construction and not a use type; the underlying use shall determine the location and appropriateness of such structures.

[…]

MULTIFAMILY CONVERSION See "DWELLING, CONVERSION".

~~A building originally designed or intended to be used principally as a single-family residence, which has been legally converted into use as a multifamily residence.~~

[…]

§ 44-1615 **[Ch. 44, 16-15] Definitions "N."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

[…]

NATURAL GAS PRODUCTION PLANT

A facility designed for cleaning raw natural gas by isolating several non-methane fluids, hydrocarbons and other impurities to produce pipeline quality natural gas.

[…]

NUCLEAR POWER PLANT

A facility that converts atomic energy into usable power. In a nuclear electric power plant, heat produced by a reactor is generally used to drive a turbine which in turn drives an electric generator.

[…]

§ 44-1616 **[Ch. 44, 16-16] Definitions "O."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

[…]

OUTDOOR STORAGE

The keeping of personal or business property or motor vehicles in a required open parking space or in any area outside of a building for a period of time exceeding 24 consecutive hours.

~~**OUTDOOR STORAGE, BULK**~~

~~Goods for sale, storage, or display that have a large size, mass, or volume and are not easily moved or carried, such as railroad ties, large bags of feed or fertilizer, wood, etc. Motor vehicle storage shall not be included in this definition.~~

~~**OUTDOOR STORAGE, NON-BULK**~~

~~Goods for sale, storage, or display that are distinguished from bulk items by being small in size, mass, or volume and not requiring a mechanical lifting device to move them. Includes but is not limited to storage of bikes, light weight furniture, lawn accessories, and other items that can be easily moved indoors at the close of the business day.~~

~~**OUTDOOR STORAGE, SEASONAL**~~

~~Outdoor storage of items for retail sale that are, by their nature, sold during a peak season, including but not limited to such items as fruits, vegetables, Christmas trees, pumpkins, lawn accessories, bedding plants, etc.~~

[…]

§ 44-1617 **[Ch. 44, 16-17] Definitions "P."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

[…]

PARKING LOT

An outside area, not on public right-of-way, exclusive of driveways, used for the parking of motor vehicles~~, and is established as the principal use of the lot~~. For purposes of computing the number of parking spaces in a lot, all areas used for parking under unified control on the same or contiguous parcels of land, shall be considered as one lot.

[…]

PARKING LOT LANDSCAPING

Landscaped areas located in and around a parking lot in specified quantities to improve the safety of pedestrian and vehicular traffic, guide traffic movement, improve the environment and improve the appearance of the parking area and site.

[…]

PARTY WALL

A common wall ~~used or adopted for joint service between two buildings.~~ extending from the ground to the roof, that divides contiguous dwelling units or buildings.

PEDESTRIAN WAY

A right-of-way or designated pedestrian path across or within a block designated for pedestrian use.

[…]

PERFORMANCE STANDARD

A criterion established to ~~measure~~ control noise, odor, smoke, toxic or noxious matter, vibration, fire and explosive hazards, or glare or heat generated by or inherent in uses of land or buildings. Regulations for the control of dangerous or objectional elements.

[…]

PERVIOUS SURFACE

An area maintained in its natural condition or covered by a material that permits infiltration or percolation of water into the ground.

[…]

~~PLACE OF OUTDOOR ASSEMBLY~~

~~Premises used or intended to be used for public gatherings of 200 or more individuals in other than buildings. This definition shall apply only to this Code.~~

PLACE OF WORSHIP

~~See "charitable organization (philanthropic organization)."~~ A building wherein persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain public worship, together with all accessory buildings and sues customarily associated with such primary purpose.

[…]

PRIMARY ENTRANCE

The doorway into a building that faces a public street and is of greatest importance relative to other building entrances; the primary entrance is often the doorway facing the street on which the building is addressed.

[…]

§ 44-1619 **[Ch. 44, 16-19] Definitions "R."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

[…]

REDEVELOPMENT.

Any expansion, addition, renovation, or major change to an existing building, structure or aspect of development.

REFRACTORY LINED PIT BURNER

An incinerator that operates by forcefully projecting a curtain of air across an open chamber or pit in which burning occurs. Used for the combustion of unvarnished, unpainted, unlacquered, and/or unstained clean wood.

REFUSE

The entire scope of several categories of natural and man-made waste including garbage and debris.

REFUSE DISPOSAL SERVICES

~~The professional collection and disposal of refuse~~. Collection and transport services of refuse, whether from households or from industrial and commercial establishments.

[…]

REQUIRED PARKING

Parking space(s) or parking lot which is a required accessory use to a principal use of a lot. Required parking shall be on the same lot as the principal use to which it is an accessory use. ~~In cases where § 44-702C(2) of this Code (off-premise, off-street parking) is used, said required parking shall be on a parking lot as defined in this Code.~~

[…]

RESTAURANT (CAFETERIA)

A commercial establishment ~~in excess of 2,000 gross square feet,~~ where food and beverages are prepared, served, and consumed primarily within the principal building and where food sales constitute more than 50% of the gross sales receipts for food and beverages.

[…]

~~**RESTAURANT, SMALL**~~

~~A restaurant containing 2,000 or fewer gross square feet and seating for 10 or more patrons.~~

RETAIL SALES, GENERAL

~~An establishment engaged in selling commodities or goods to ultimate customers or consumers.~~ Uses that provide for the general sale of merchandise directly to customers. Such uses sell consumer items including but not limited to appliances, books, clothing and shoes, electronics, farm supplies, flowers, furniture, garden supplies, greeting cards, hobby supplies home décor, hardware and home improvement goods, linens, media, monuments, records, outdoor supplies and recreation equipment, sporting goods, and toys.

[…]

RIDING STABLE (RIDING SCHOOL)

The lot, grounds and building where horses are bred, raised, boarded, or kept for remuneration, hire or sale.

RIGHT-OF-WAY

The area on, below, or above a public roadway, highway, street, public sidewalk, alley, parkway, or utility easement legally dedicated for compatible use.

[…]

ROOFLINE

For a pitched roof, the roof line is the lower edge of the eave; for a flat roof, the roof line is the uppermost line of the roof of a building; and for an extended façade or parapet, the roof line is uppermost height of said façade or parapet.

[…]

~~**ROOMING HOUSE**~~

~~Any residential building, or any part thereof, containing one or more rooming units, in which space is let by the owner or operator to four or more persons who do not constitute a family.~~

[…]

RUBBER AND PLASTIC INDUSTRIES

Establishments that manufacture products from plastic resins, natural and synthetic rubber, reclaimed rubber, gutta percha and balata.

[…]

§ 44-1620 **[Ch. 44, 16-20] Definitions "S."**
The following words and terms wherever they occur in this Code shall be interpreted as herein defined:
[…]

SALES, TEMPORARY

The disposition of goods or services, except in a completely enclosed building, that by its nature is temporary and except when involving the use of vacant land, could be determined as incidental or accessory to an existing principal use. "Temporary sales" include~~s~~ garage sales, ~~and~~ sales to dispose of the assets of an estate, and Farmer's Markets.

[…]

SENIOR HOUSING

~~A. **CONGREGATE CARE** Independent senior living with centralized amenities including dining, housekeeping, and social/recreational activities. Limited medical services may or may not be provided. Residents live in separate apartments.~~

~~B. **ASSISTED SENIOR LIVING** Complexes that provide routine oversight or assistance with activities for independent living. Services include dining, housekeeping, and social/recreational activities. Medical administration and transportation services may also be provided. Skilled medical services are not required by residents. Residents live in separate apartments.~~

~~C. **CONVALESCENT/NURSING HOME** Facilities that provide care for persons who are not able to care for themselves.~~

~~D. **CONTINUING CARE** Facilities that provide multiple elements of senior living. Complexes may include multiple levels of senior living and care, including independent living, congregate care, assisted living, and convalescent facilities. Independent living housing may include apartments, group care, single room occupancies, detached or attached single family units.~~

~~E.~~ **~~SENIOR HOUSING~~** Multi unit developments designed and legally restricted to limiting occupancies to at least one individual who is age 55 or older, and where at least 80% of the units contain at least one individual who is age 55 or older. Senior Housing developments may include single-family homes, duplexes, mobile homes, townhouses, or condominiums; may provide supportive services such as meals, housekeeping, social activities, and transportation; and may also be used to describe housing with few or no services such a Senior Apartments.

[…]

~~**SHELTERED CARE HOME**~~

~~A boarding home, institution, building, residence, or other place which, through its ownership or management, provides sheltered care to three or more adults who are not related to the operator or owner by blood or marriage.~~

[…]

SOLID WASTE DISPOSAL AREA

A facility for the purpose of treating, burning, compacting, composting, storing, or disposing of solid waste. For the purpose of this definition, "disposal" means the

placement of material at a location with the intent to leave it at such location indefinitely, or to fail to remove material from a location within forty-five (45) days.

[…]

SPECIALTY FOOD SHOP

A retail or limited service establishment for the sale of foods or beverages of a single type or line of product. Specialty foods may be consumed on-site or provided as carryout or packaged goods, and typically do not independently or collectively constitute a meal. Specialty food shops include, but are not limited to, coffee shops, candy stores, bakeries, ice cream shops, spice shops and tea shops. ~~A retail establishment with less than 40,000 square feet of gross floor area which primarily sells food products for home preparation and consumption, convenience, and household goods, and secondarily sells prepared food items.~~

[…]

SWIMMING CLUB

A membership-based facility typically inclusive of a pool, clubhouse, and locker area where members may engage in recreational or competitive swimming. ~~Any structure that is membership based and is intended for recreational bathing.~~

[…]

§ 44-1621 **[Ch. 44, 16-21] Definitions "T."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

[…]

TEMPORARY STRUCTURE OR USE

A structure or use of limited duration, including special events, that comply with the standards set forth in this chapter and are discontinued upon the expiration of a set time period; temporary structures, uses and special events shall not involve the construction or alteration of any permanent building or structure.

TEMPORARY BUILDING

A building, structure, or use permitted to exist during construction of the main structure or use or during special events.

TERRACE

An uncovered, outdoor open area which can be near a landscape or building, or on a flat roof.

[…]

TEXTILE MILL PRODUCTS INDUSTRIES

Establishments engaged in performing any of the following operations: (1) preparation of fiber and subsequent manufacturing of yarn, thread, braids, twine, and cordage; (2) manufacturing broadwoven fabrics, narrow woven fabrics, knit fabrics, and carpets and rugs from yarn; (3) dyeing and finishing fiber, yarn, fabrics, and knit apparel; (4) coating,

waterproofing, or otherwise treating fabrics; (5) the integrated manufacture of knit apparel and other finished articles from yarn; and (6) the manufacture of felt goods, lace goods, non-woven fabrics, and miscellaneous textiles.

[…]

TOWER

Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site." Examples include, but are not limited to, monopoles, mono-trees and lattice towers.

[…]

TOWNHOUSE See "Dwelling, Single-Family Attached."

~~A multiple-family dwelling containing three or more attached dwelling units, each on its own lot or plot of ground and joined to one (end unit) or two (interior units) dwelling units by fire walls.~~

[…]

TRADE AND CONSTRUCTION SERVICES

Services related to the construction, rehabilitation and maintenance of buildings and building fixtures, typically relating to a building trade or specialty. Trade and construction services include but are not limited to building construction, cabinet making, woodworking, furniture repair and finishing, carpentry, electrical and wiring, equipment rental and leasing, home maintenance, painting and decorating, and plumbing and heating.

[…]

TRANSPARENCY

The ability to see through with clarity; an opening in the building wall allowing light and views between interior and exterior; only clear or lightly tinted glass in windows, doors, and display windows shall be considered transparent; glass visible light transmittance (vlt) shall be not less than seventy (70) percent; measured as glass area for buildings and as open area for parking structures.

TREE

A self-supporting woody, deciduous, or evergreen plant which at maturity is fifteen (15) feet or more in height with an erect perennial trunk and having a definite crown of foliage.

A. **CANOPY** A deciduous tree that has a height of twenty five (25) feet or more, with branch structures that provide foliage primarily on the upper half of the tree and provide shade beneath the tree.

B. **DECIDUOUS** A tree that sheds its foliage at the end of the growing season.
C. **EVERGREEN** A tree that has foliage that persists and remains green throughout the year.
D. **ORNAMENTAL** A deciduous tree that is typically grown because of its shape, flowering characteristics or other attractive features and typically grows to a mature height of twenty five (25) feet or less; such tree is sometimes known as an understory tree.

TRELLIS

An outdoor garden frame used to partition an area and/or as a support for vines or other climbing plants.

[…]

§ 44-1622 **[Ch. 44, 16-22] Definitions "U."**
The following words and terms wherever they occur in this Code shall be interpreted as herein defined:
[…]

UTILITY FACILITY, MINOR

A building or structure owned or operated by a public, private or cooperative electric, fuel, communication, sewer or water company for the transmission, distribution or processing of utility services not otherwise defined in this Zoning Ordinance. Minor utility facilities include electricity regulating substations, irrigation channels, sewage lift stations, telephone exchange substations, utility lines, conduits and pipelines, water pressure control stations, and water storage reservoirs.

§ 44-1623 **[Ch. 44, 16-23] Definitions "V."**
The following words and terms wherever they occur in this Code shall be interpreted as herein defined:
[…]

VEHICLE

Every device in, upon, or by which any person or property is, or may be, transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

A. **FUELING STATION** See "automobile service station."
B. **RENTAL SERVICE** An area dedicated to the rental of automobiles and light trucks and vans, including incidental parking and servicing of vehicles for rent or lease.
C. **REPAIR AND SERVICE** A building, accessory building, or an accessory portion of the principal building on the premises which is intended for or being used for repair and servicing of motor vehicles or other motor-driven means of transportation, including general repair, engine rebuilding, reconditioning, and autobody services (e.g., collision service or refinishing).
D. **SALES AND SERVICE** The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of new motor vehicles, or used motor vehicles as an ancillary use of a zoning lot, and any warranty repair work and other repair service conducted as an accessory use.
E. **SALVAGE AND WRECKING OPERATIONS** See "junkyard (salvage yard)."
F. **STORAGE** A structure or part thereof used for the storage, parking, or servicing of

motor vehicles but not for the repair thereof.

~~**VEHICLE FUELING STATION**~~

~~See "automobile service station."~~

~~**VEHICLE RENTAL SERVICE**~~

~~An area dedicated to the rental of automobiles and light trucks and vans, including incidental parking and servicing of vehicles for rent or lease.~~

~~**VEHICLE REPAIR AND SERVICE**~~

~~A building, accessory building, or an accessory portion of the principal building on the premises which is intended for or being used for repair and servicing of motor vehicles or other motor-driven means of transportation, including general repair, engine rebuilding, reconditioning, and autobody services (e.g., collision service or refinishing).~~

~~**VEHICLE SALES AND SERVICE**~~

~~The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of new motor vehicles, or used motor vehicles as an ancillary use of a zoning lot, and any warranty repair work and other repair service conducted as an accessory use.~~

~~**VEHICLE SALVAGE AND WRECKING OPERATIONS**~~

~~See "junkyard (salvage yard)."~~

~~**VEHICLE STORAGE**~~

~~A structure or part thereof used for the storage, parking, or servicing of motor vehicles but not for the repair thereof.~~

[…]

§ 44-1624 **[Ch. 44, 16-24] Definitions "W."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

WAREHOUSE

A warehouse is a building, structure, or part thereof, used principally for the ~~storage of goods and merchandise. A use engaged in~~ storage, wholesale, and distribution of manufactured products, supplies, and equipment, characterized by frequent heavy trucking activity, open storage of material, or nuisances such as dust, noise, and odors, but not involved in manufacturing or production.

[…]

§ 44-1625 **[Ch. 44, 16-25] Definitions "X."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

(Reserved)

§ 44-1626 **[Ch. 44, 16-26] Definitions "Y."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

YARD

An open space, on the same lot with a building or structure, unoccupied and unobstructed from its lowest level to the sky, except as otherwise permitted in the Permitted

Encroachments section (§ 44-904) of this Code.

A. **FRONT** A yard between the front lot line and a principal structure. A front yard shall be established along with frontages of a corner lot as required by the Bulk and Site Standards for each Zoning District in this Code.

B. **REAR** A yard across the rear of the lot between the rear lot line and a principal structure and extending from one side lot line to the other.

C. **SIDE** A yard extending from the required front yard to the required rear yard or in the absence of any clearly defined rear lot line to the point on the lot farthest from the intersection of the lot line involved with the public street.

~~**YARD, FRONT**~~

~~A yard between the front lot line and a principal structure. A front yard shall be established along with frontages of a corner lot as required by § 44-640 of this Code.~~

~~**YARD, REAR**~~

~~A yard across the rear of the lot between the rear lot line and a principal structure and extending from one side lot line to the other.~~

~~**YARD, SIDE**~~

~~A yard extending from the required front yard to the required rear yard or in the absence of any clearly defined rear lot line to the point on the lot farthest from the intersection of the lot line involved with the public street.~~

§ 44-1627 **[Ch. 44, 16-27] Definitions "Z."**
The following words and terms wherever they occur in this Code shall be interpreted as herein defined:
[…]

ZONING BOARD OF APPEALS (BOARD OF ZONING APPEALS)

The ~~Board of Zoning Appeals~~ Zoning Board of Appeals for the City of Bloomington, Illinois.
[…]

ZOO

~~Any lot, building, structure, enclosure, or premises whereupon and wherein are kept two or more wild animals.~~ An institution where living wild animals, including mammals, birds, fishes, reptiles, amphibians and invertebrates are kept for study, conservation, and display to the general public. Also known as a zoological garden or zoological park.
[…]

§ 44-1702 **[Ch. 44, 17-2] Decision-making bodies.** (~~Board of Zoning Appeals~~ Zoning Board of Appeals, Historic Preservation Committee, Planning Commission).

A. General.
(1) Terms. A person appointed to the ~~Board of Zoning Appeals~~ Zoning Board of Appeals, Historic […]
(2) Officers.
(a) Officers of the ~~Board of Zoning Appeals~~ Zoning Board of Appeals, Historic Preservation […]
B. Board of Zoning Appeals Zoning Board of Appeals.

(1) Creation. The ~~Board of Zoning Appeals~~ Zoning Board of Appeals of the City of Bloomington, Illinois, which has been duly created by the City Council, is the ~~Board of Zoning Appeals~~ Zoning Board of Appeals referred to in this Code.

(2) Composition. The ~~Board of Zoning Appeals~~ Zoning Board of Appeals shall consist of seven members who are residents of the City of Bloomington, Illinois, and all of whom shall be

[…]

§ 44-1703 **[Ch. 44, 17-3] General application requirements.**

[…]

D. Filing fees.

[…]

(2) Each application shall be accompanied by ~~a check, payable to the City of Bloomington, or a cash~~ payment~~,~~ to cover the cost of publication, posting, and hearings. Each application shall also be accompanied by a payment to cover the cost of publishing any public notices.

[…]

§ 44-1707 **[Ch. 44, 17-07] Special Uses.**

[…]

F. Action by ~~Board of Zoning Appeals~~ Zoning Board of Appeals.

(1) Hearing. Upon receipt in proper form of the application and supporting material referred to above, the ~~Board of Zoning Appeals~~ Zoning Board of Appeals shall hold a least one administrative public hearing on the proposed Special Use in the manner provided in § 44-1705. If any variations to the regulations of this code would otherwise be necessary for the development proposal, such review procedure shall be deemed to occur simultaneously with the Zoning Board of Appeals' administrative public hearing and recommendation on the special use permit application.

(2) Recommendation. For each special use application, the ~~Board of Zoning Appeals~~ Zoning Board of Appeals shall report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein.

[…]

H. Standards of approval. No special use application shall be recommended by the ~~Board of Zoning Appeals~~ Zoning Board of Appeals or approved by the City Council unless all of the following factors are found: […]

I. Conditions and guarantees. Prior to the granting of any special use application, the ~~Board of Zoning Appeals~~ Zoning Board of Appeals may recommend, and the Council may require, such conditions and restrictions upon the establishment, location, construction, maintenance, and operation of the

[…]

§ 44-1708 **[Ch. 44, 17-08] Variations.**

A. Applicability.

(3) The ~~Board of Zoning Appeals~~ Zoning Board of Appeals shall have the power to authorize, upon application, variations to this Code-except where in conflict with other provisions of this section, and to allow the enlargement and structural alterations of

nonconforming structures. Such variations shall only be granted when the variation would be in harmony with this Code's general purpose and intent.

(4) The ~~Board of Zoning Appeals~~ Zoning Board of Appeals may grant variations only in specific instances where there would be practical difficulties or particular hardships in carrying out the strict letter of those sections of this Code stated herein.

(5) The ~~Board of Zoning Appeals~~ Zoning Board of Appeals may grant variances from the provisions or requirements of the Sign Code only where the Standards for Variations (§ 44-1708F) are met.

(6) Any and all variations to this Code granted by the ~~Board of Zoning Appeals~~ Zoning Board of Appeals prior to January 9, 1996 are hereby authorized and validated.

(7) Under no circumstances shall the ~~Board of Zoning Appeals~~ Zoning Board of Appeals grant a variation to allow a use of land not permissible under the terms of the Code in the zoning district involved or any use of land expressly or by implication prohibited by the terms of this Code in said zoning district.

[…]

E. Action by ~~Board of Zoning Appeals~~ Zoning Board of Appeals. Upon receipt in proper form of the application and supporting material referred to above, the ~~Board of Zoning Appeals~~ Zoning Board of Appeals shall hold a least one administrative public hearing on the proposed variation in the manner provided in § 44-1705.

F. Standards for variations. A variation from the terms of this Code shall not be granted by the ~~Board of Zoning Appeals~~ Zoning Board of Appeals unless and until findings of fact are submitted demonstrating all the following factors are met:

[…]

I. Decisions. All decisions of the ~~Board of Zoning Appeals~~ Zoning Board of Appeals on variations initiated hereunder shall be final and reviewable only in the Court in accordance with the applicable Statutes of the State of Illinois. (735 ILCS 5/3-101, et seq.) However, the aggrieved party may appeal to the City Council if a variation is rejected by the vote of less than five members of the ~~Board of Zoning Appeals~~ Zoning Board of Appeals; the Director of Economic and Community Development may appeal to the City Council if he or she believes the Board's decision allowing the variations violate the intent of this Code. To receive consideration by the City Council the aggrieved party or the Director of Economic and Community Development must file with the City Clerk a "Notice of Appeal" which shall be substantially in one of the following forms: [Amended 10-26-2020 by Ord. No. 2020-69]

Notice of Appeal

I, the undersigned, have requested and made application for a variation. Less than five members of the ~~Board of Zoning Appeals~~ Zoning Board of Appeals concurred in the action which rejected may application.

I, therefore, request that the City Council review the record of the administrative hearing conducted by the ~~Board of Zoning Appeals~~ Zoning Board of Appeals and make a final administrative determination thereon.

(Signature)_____

Notice of Appeal

The City of Bloomington, McLean County, Illinois, a Municipal Corporation, requests that the City Council review the record of the ~~Board of Zoning Appeals~~ Zoning Board of Appeals' administrative public hearing and make a final administrative determination thereon. This request is based on my belief that the decision made by the Zoning Board of Appeals granting the variation is invalid.

(Signature)_____

(1) No application for variation which has been denied wholly or in part by the ~~Board of Zoning Appeals~~ Zoning Board of Appeals or Council shall be submitted for a period of one year from the date of said order of denial except on grounds of new evidence or proof of change of conditions found to be valid by the ~~Board of Zoning Appeals~~ Zoning Board of Appeals.

[…]

§ 44-1711 **[Ch. 44, 17-11] Demolition review.**

[…]

B. Administrative review of demolition. Upon receipt of an application for a demolition permit, or a building permit involving demolition, the Director of Economic and Community Development shall review the application to determine if the building meets the criteria of Subsection **A**. If it does, the Director of Economic and Community Development shall:

(1) Notify the applicant in writing within ~~five~~ ten business days that the application for demolition must be reviewed before proceeding.

(2) Within ~~five~~ ten business days, forward a copy of the application to the Preservation Commission chairperson and any standing committee of the Preservation Commission that is empowered to review demolition permits.

[…]

(b) If the chairperson or committee determines that the building is potentially significant, it shall schedule an administrative public hearing before the Preservation Commission to consider the building's historical or architectural significance. Said hearing shall be conducted within ~~35~~ 45 days of initial submittal of the permit application. The City shall give notice in the manner prescribed by **§ 44-1705**.

§ 44-1712 **[Ch. 44, 17-12] Administrative appeals.**

A. Authority. The ~~Board of Zoning Appeals~~ Zoning Board of Appeals shall hear and decide appeals from an administrative order, requirement, or determination made by the Director of Economic and Community Development. [Amended 10-26-2020 by Ord. No. 2020-69]

B. Initiation. An administrative appeal may be taken to the ~~Board of Zoning Appeals~~ Zoning Board of Appeals by any property owner, the City Council, or parties to an enforceable purchase option contract aggrieved by an administrative order, requirement decision, or determination under this Code

[…]

C. Application requirements. An administrative appeal shall be filed made by filing a written notice of appeal, specifying the grounds of the appeal, in the Economic and Community Development Department. The appeal shall thereafter be forwarded to the ~~Board of Zoning Appeals~~ Zoning Board of Appeals within 20 days. [Amended 10-26-2020 by Ord. No. 2020-69]

D. Administrative public hearing. The ~~Board of Zoning Appeals~~ Zoning Board of Appeals shall conduct an administrative public hearing on all appeals duly initiated hereunder.

[…]

Notice of Appeal of Zoning Administration Interpretation

I, the undersigned, appealed an order, requirement, decision or determination of the Director of Economic and Community Development. Less than five members of the Zoning Board of Appeals concurred in the action which rejected my appeal. I, therefore, request that the City Council review the record of the ~~Board of Zoning Appeals'~~ Zoning Board of Appeals' administrative public hearing and make a final administrative determination thereon.

(Signature) _____

Notice of Appeal of ~~Board of Zoning Appeals~~ Zoning Board of Appeals Administrative Interpretation

The City of Bloomington, McLean County, Illinois Municipal Corporation, requests that the City Council review the record of the ~~Board of Zoning Appeals'~~ Zoning Board of Appeals' administrative public hearing and made a final administrative determination thereon. This request is based on my belief that the decision made by the Zoning Board of Appeals reversing my action violates the intent of Bloomington City Code Chapter 44.

(Signature)_____

(1) If a Notice of Appeal is filed with the aggrieved party or by the Director of Economic and Community Development within 10 working days from the date on which the Board of Zoning Appeals' Zoning Board of Appeals ' decision, rule or order was served, the appeal shall be considered by the City Council and the determination of the Council on the matter shall be final. If no such Notice of Appeal is filed with the City Clerk within said period, the action of the ~~Board of Zoning Appeals~~ Zoning Board of Appeals shall be final, even if taken by less than five concurring votes.

[…]

§ 44-1713 **[Ch. 44, 17-13] Zoning Enforcement Officer.**

A. Duties

[…]

(10) Receive, file and forward to the ~~Board of Zoning Appeals~~ Zoning Board of Appeals all applications for appeals, special uses, authorized variations, or other matters on which the ~~Board of Zoning Appeals~~ Zoning Board of Appeals is required to pass under this Code;

(11) Forward to the Economic and Community Development Department all applications for special use permits, amendments, and other matters which are to be referred to the ~~Board of Zoning Appeals~~ Zoning Board of Appeals, Historic Preservation Commission, or the Planning Commission.

B. Building permit requirements. No building or other structure shall be erected, moved, added to, or structurally altered without a permit therefor issued by the Director of Economic and Community Development. No building permit shall be issued by the Director of Economic and Community Development except in conformity with the provisions of this

Code and Chapters 10 and 24 of the Bloomington City Code, 1960, as amended, unless he or she receives a written order from the ~~Board of Zoning Appeals~~ Zoning Board of Appeals in the form of an administrative review or variation or from the City Council in the form of a special use permit or amendment as provided by this Code.

PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	October 6, 2022
CASE NO:	Z-24-21, Text Amendments
REQUEST:	Continued discussion on text amendments, modifications and deletions to the Bloomington Zoning Ordinance, Chapter 44 of the City Code, submitted by the Bloomington City Council (Resolution 2021-31) relating to (1) auto sale exclusions, definition, and zoning; (2) updating certain zoning classifications; (3) reviewing residential uses that were previously permitted by right or via Special Use in commercial districts should again be allowed; (4) zoning for snack food manufacturing; (5) zoning for assisted living facilities; and (6) the review and submission process and commission schedules.

The Planning Commission has discussed recommendations and text amendments, pursuant to Ordinance 2021-31, at multiple meetings over the past year and has relayed important feedback to staff. ***These proposed text amendments are intended to provide clarity and resolve some of the gaps that resulted from the comprehensive Zoning Code rewrite of 2019***.

This memo provides an overview of additional identified issues and recommended amendments to the Code, as well as amended versions of subject sections, as proposed for adoption.

BACKGROUND

At the regular City Council meeting on August 23, 2021, the City Council approved Resolution no. 2021-31, per Chapter 44.17-6 of the Bloomington City Code, to initiate text amendments to the City's zoning regulations, Chapter 44 of the Bloomington City Code. Specifically, the identified for amendments relate to: (1) Auto repair and sale exclusions, definitions, and zoning, (2) Updating certain zoning classifications, (3) Reviewing residential uses that were previously permitted by right or via special use in commercial districts that should be allowed again, (4) Zoning for snack food manufacturing, (5) Zoning for assisted living facilities, and (6) The review and submission process and commission schedule.

At the September 7, 2022, meeting the Planning Commission voted to approve amendments to a number of sections of the Zoning Code, including the Definitions section. The following additional amendments are presented to the Planning Commission with a recommendation to forward to the City Council for approval, combined with the language recommended for approval at the previous meeting.

IDENTIFIED ISSUES AND RECOMMENDATIONS FOR CORRECTION

(1) Auto repair and sale exclusions, definitions, and zoning

Primary issue addressed through case Z-22-21 and Ordinance Number 2021-78.

(2) Updating certain zoning classifications

Temporary Uses
The language structure of the Temporary Uses is unclear and mixes temporary uses with temporary sales, rather than sales being a subset of uses. Temporary sales in residential districts listed as a "development standard" for the district(s) rather than within Temporary Uses provisions.

Staff recommends a solution that more clearly defines temporary sales as a subset of temporary uses, and Farmers' Markets as a subset of temporary sales, as well as places all temporary sales information in the same section for ease of public interpretation.

(3) Reviewing residential uses that were previously permitted by right or via special use in commercial districts that should be allowed again

Addressed by text recommended for approval at the September 7, 2022, Regular Meeting of the Planning Commission.

(4) Zoning for snack food manufacturing

Addressed by text recommended for approval at the September 7, 2022, Regular Meeting of the Planning Commission.

(5) Zoning for assisted living facilities

Further Definition Clarification
The bulk of the required work was addressed by amendments recommended for approval at the September 7, 2022, Regular Meeting of the Planning Commission; the approving motion removed additional text which staff subsequently reviewed for additional implications.

Staff recommends further clarification after review of the changes made by the amended motion at the prior meeting.

(6) The review and submission process

Zoning Board of Appeals Reference Corrections
Throughout the current Zoning Code, the Board responsible for reviewing Variances and Special Uses (amongst other things) is referred to as the "Board of Zoning Appeals" (BZA), while the actual name of the Board to which citizens are appointed is the "Zoning Board of Appeals" (ZBA).

- City of Bloomington's website documents, pre-dating the Chapter 44 rewrite refer to the Board as the "Zoning Board of Appeals."

- Historically, the name of the Board has also been "Zoning Board of Appeals," as indicated on agendas, case files, and minutes, at least as far back as 1967.

Staff recommends correcting references to this Chapter's appeals board from "BZA" to "ZBA"; sections where ZBA is already accurately described have not been included in the attached document.

Respectfully Submitted,
Planning Division Staff

Attachments

A. Assisted Living (Article XVI, Section 2) further clarification
B. Temporary Uses (Article IX, Section 7) and associated changes
C. Zoning Board of Appeals (Article XVII) reference clarifications
D. Combined Revisions to Chapter 44 – Definitions, Excluded Residential, and Process/Structure/Reference Cleanup

Content incorporated into
Draft Ordinance

PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	September 7, 2022
CASE NO:	Z-24-21, Text Amendments
REQUEST:	Continued discussion on text amendments, modifications and deletions to the Bloomington Zoning Ordinance, Chapter 44 of the City Code, submitted by the Bloomington City Council (Resolution 2021-31) relating to (1) auto sale exclusions, definition, and zoning; (2) updating certain zoning classifications; (3) reviewing residential uses that were previously permitted by right or via Special Use in commercial districts should again be allowed; (4) zoning for snack food manufacturing; (5) zoning for assisted living facilities; and (6) the review and submission process and commission schedules.

The Planning Commission has discussed recommendations and text amendments, pursuant to Ordinance 2021-31, at multiple meetings over the past year and has relayed important feedback to staff. ***These proposed text amendments are intended to provide clarity and address gaps resulting from the comprehensive Zoning Code rewrite of 2019.***

This memo provides an overview of identified issues and recommended amendments to the Code, as well as red-lined versions of each Article in the Zoning Code, as proposed for adoption. Staff committed to returning with additional information and discussion on one item (definitions for dwelling types); these definitions have been separated from the overall amendments proposed for Article XVI.

BACKGROUND

At the regular City Council meeting on August 23, 2021, the City Council approved Resolution no. 2021-31, per Chapter 44.17-6 of the Bloomington City Code, to initiate text amendments to the City's zoning regulations, Chapter 44 of the Bloomington City Code. The amendments are intended to provide clarifications and address gaps left by the comprehensive code rewrite in 2019.

Specifically, the identified for amendments relate to: (1) Auto repair and sale exclusions, definitions, and zoning, (2) Updating certain zoning classifications, (3) Reviewing residential uses that were previously permitted by right or via special use in commercial districts that should be allowed again, (4) Zoning for snack food manufacturing, (5) Zoning for assisted living facilities, and (6) The review and submission process and commission schedule.

At the November 10, 2021, Commission meeting, the Commission reviewed Item #4, snack food manufacturing, and tabled the item to allow for future discussion of all text proposed amendments as

a whole. June 1st, 2022, Staff reinitiated the discussion with the Commission, presented a snapshot of items #2, #3, #5, and #6 for future discussion, and received initial feedback. At the August 3rd, 2022 meeting staff provided incorporated the initial feedback and provided a detail analysis of each item and presented options on specific language for the text amendments for the Commission to review. This memo reflects the language which was selected by the Commission. At this time the following amendments are presented to the Planning Commission for consideration and recommendation for forward to the City Council for approval.

IDENTIFIED ISSUES AND RECOMMENDATIONS FOR CORRECTION

(1) Auto repair and sale exclusions, definitions, and zoning

Primary issue addressed through case Z-22-21 and Ordinance Number 2021-78.

(2) Updating certain zoning classifications

Definitions and Uses Missed During Aggregation of Uses
The 2019 Code update made numerous changes to the table of uses and definitions sections, but layers of review and discussion resulted in loss in translation and missed cross-referencing during the aggregation of the table of uses. A detailed review of the Definitions section revealed multiple missing definitions for uses present in current Use Tables, duplicated or inaccurate cross-referencing, and updates that were missed during draft translations.

Staff recommends a solution that combines former definitions and omitted changes to clarify or create appropriate definitions, moves or restructures existing language for clarity, and reduces unnecessary bulk within the Article. Staff recommends the text amendments presented below:

1. Incorporate definitions of uses that exist in the use tables but are not defined in the current version of Article XVI.
2. Clarify definitions that resulted from the aggregation of multiple uses, to ensure inclusion of those aggregated uses.
3. Use definitions to define, not regulate (regulatory pieces will be moved to the appropriate regulating section).
4. Remove unnecessary and unused terminology.

(3) Reviewing residential uses that were previously permitted by right or via special use in commercial districts that should be allowed again

All Residential Uses Classified as "Non-Conforming" in B-1
The 2019 Code update unintentionally excluded residential uses from the table of permitted uses in the B-1 (Central Business) District, which is a significant change from the table of uses in the previous version of the Code, and from the current character of existing development. Existing residential homes were made nonconforming. Staff has also identified areas within the City which were zoned as B-1 but need to be assigned to a more appropriate classification. These areas may be better addressed through the zoning map amendment process, and not via the proposed text amendments.

Staff recommends a solution that will both protect existing single-family homesteads, and encourage the vibrant, connected, affordable, mixed-use neighborhoods envisioned by the Comprehensive Plan. Staff recommends the amendments presented below:

1. A text Amendment to the B-1 District Table of Uses to permit—either by right, or with restrictions/conditions—single family and multifamily dwellings. This would allow these uses as previously intended.
2. A text Amendment to Article XI "Nonconforming Building and Uses" to allow for exemptions to residential properties in areas zoned B-1. This would permit the continued use and improvement of residential homes in B-1 and allow property owners that wish to remain in B-1 zoning the ability to do so.
3. Staff has also identified areas withing the city which were zoned as B-1 and need to be assigned to a more appropriate zoning. However, this will be addressed through the zoning map amendment process, and not via the proposed text amendments.

(4) Zoning for snack food manufacturing

Amendments incorporated into updates related to Item 2.

(5) Zoning for assisted living facilities

Terminology Correction; Lacking Appropriate Location in Use Tables
As part of the Zoning Code update, multiple existing uses were aggregated into fewer, more general categories. During this aggregation "Assisted Living Facilities" were not included, and adopted definitions exclude similar for-profit facilities. The Code update includes "Home for the aged" and "Nursing Home" in the table of Off-Street Parking Requirements but did not carry those uses over to the Table of Permitted Uses.

Staff recommends a solution that more clearly defines and assigns facilities intended to provide assistance with daily activities, such as dressing, grooming, and bathing, in a subsidized or non-subsidized residential setting. Staff recommends the amendments presented below:

1. Reclassify "Home for the Aged" to "Assisted Living Facility" and clarify definition to include for-profit facilities as well (funding source does not change the land use impact).
2. Amend corresponding definitions to improve clarity and differentiation.
3. Add "Senior Housing" to the Tables of Permitted and Special Uses.

(6) The review and submission process

Reflect Updated Application Process
The City now accepts (and encourages) customers to apply for many permits, licenses, and activities online, but the Code specifies payment and submission requirements that run counter to this intention. The Code still requires paper, both for application submission documents, and for payment. Amendments are required to allow concurrence between the desired workflow for City departments and projects, and the provisions of the Code which direct it.

Staff recommends a solution that adds language to allows digital submission of documents and payment will streamline the process for Customers and staff, as well as allows the city to achieve its permanent retention goal as currently proposed. **Note:** Documents that are filed with the McLean County Recorder's office will still require the submission of original physical documents at the last step of the process. Staff recommends the amendments presented below:

1. Add "high-resolution digital version" as acceptable method of submission, in addition to the multiple paper or mylar copies currently required.
2. Remove types from the payment requirement.

Clarify Special Use Requirement

The Zoning Code specifies the Special Use requirement for Chicken-Keeping in a separate Article from the Use Provisions that guide it, causing resident confusion. Increasing numbers of Code Enforcement cases have begun to arise, with residents stating the reason for not obtaining the required Special Use Permit as having read the "Chicken-Keeping" section and not knowing that it was required. These amendments clarify the requirements in the Use Provision section and provides associated educational opportunities in non-residential zoning districts.

Staff recommends a solution that clarifies the Special Use Permit requirement for chicken-keeping within City limits by placing the requirement within the subject Use Provisions and adding certain types of educational institutions as additionally permitted primary uses. Staff recommends the texts amendments presented below:

1. Add "with Special Use Permit" to the Use Provision section on chicken-keeping.
2. Add preschools, public and private schools, and boarding schools to list of primary uses to which chicken-keeping may be accessory; update use tables, as appropriate.

Correct Timeline for Demolition Review

The timeline, as it currently is written, only allows for 35 days between initial receipt of a demolition application and the hearing date at the Historic Preservation Commission, if deemed necessary. This timeline is not adequate to allow appropriate review and public notice for the subject hearing.

Staff recommends a solution that extends the review timeline to one that reflects the reality of working conditions and communication, while still retaining a reasonable timeline for customer expectations. Staff recommends the texts amendments presented below:

1. Allow up to 10 business days for notification of demolition review and transmission to the Historic Preservation Commission.
2. Adjust hearing requirement to within 45 days of initial submittal.

Respectfully Submitted,
Planning Division Staff

Attachments

A. Agricultural District (Article III) Red-Line
B. Residential Districts (Article IV) Red-Line
C. Business Districts (Article V) Red-Line
D. Manufacturing Districts (Article VI) Red-Line
E. Public Interest Districts (Article VII) Red-Line
F. General Provisions (Article IX) Red-Line, as required by amendments to § 44-16 removing regulatory components
G. Use Provisions (Article X) Red-Line
H. Nonconforming Buildings and Uses (Article XI) Red-Line
I. Planned Unit Developments (Article XV) Red-Line, as required by amendments to § 44-16 removing regulatory components
J. Definitions (Article XVI) Red-Line
K. Administrative Procedures and Enforcement (Article XVII) Red-Line
L. Dwelling Definitions (Article XVI) Red-Line

Content incorporated into
Draft Ordinance

DATE:	September 7, 2022
CASE NO:	Z-24-21, Text Amendments
ITEM:	Attachment L – Residential Definitions (Article XVI) Red-Line

Changes to definitions that occurred during the Zoning Code update of 2019—independently of changes intentionally made to the Tables of Permitted and Special Uses—removed the ability to construct dwelling types that are commonly referred to as "Missing Middle Housing." Many of these house-scale buildings, compatible in scale and form with detached single-family homes, but with multiple units already exist in our community and could be constructed prior to the Code update. These buildings include side-by-side duplexes, stacked duplexes, and townhouses and are currently scattered throughout Bloomington's older, historic neighborhoods and newer subdivisions. This memo provides graphic descriptions of each housing style, for reference, as well as proposed text amendments that would allow the construction of "missing middle" dwelling types, when permitted within a Zoning District through the Use Table(s).

In addition, forms of these dwellings that straddle multiple parcels (property lines) are currently not accommodated in our Code but were constructable under the prior code. Options for addressing split-lot duplexes and townhomes have been provided for consideration.

PROPOSED AMENDMENTS TO DWELLING DEFINITIONS (ARTICLE XVI)

§ 44-1605 **[Ch. 44, 16-5] Definitions "D."**
The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

[…]

DWELLING
A building designed or used principally for residential occupancy, including, without limitation, single-family dwellings, two-family dwellings, and multiple-family dwellings.

A. **SINGLE FAMILY** A type of Dwelling. A dwelling containing one (1) dwelling unit surrounded by open space with no party wall.

B. **TWO-FAMILY (DUPLEX)** A type of Dwelling. A dwelling containing two (2) dwelling units. Two-Family dwellings include buildings, designed for and occupied by two families living together independently of each other, with or without a shared entrance, integrated vertically or horizontally. This includes dwellings that span two parcels, each designed for and occupied by a single family, having one common party wall and one side yard per lot.

C. **SINGLE-FAMILY ATTACHED (TOWNHOUSE, ROWHOUSE)**

A type of Dwelling. A series of three or more noncommunicating single-family dwellings having a common party wall between each two adjacent sections. Each dwelling unit shall occupy the internal space from the ground to the roof. "Dwelling, Single-Family Attached" refers to the design of a building and does not reflect the type of ownership of the individual units.

D. **MULTIPLE-FAMILY**

A type of Dwelling. A dwelling containing three (3) or more dwelling units, with or without a shared entrance, whether integrated vertically or horizontally.

~~**DWELLING UNIT, ATTACHED**~~

~~A building containing two or more abutting dwelling units that share a common wall at the lot line and that are on separate lots.~~

~~**DWELLING UNIT, DETACHED**~~

~~A dwelling unit surrounded by open space on the same lot.~~

~~**DWELLING UNIT, MULTIPLE-FAMILY**~~

~~A dwelling containing more than two dwelling units.~~

~~**DWELLING UNIT, SINGLE-FAMILY**~~

~~A dwelling, containing one dwelling unit.~~

~~**DWELLING UNIT, SINGLE-FAMILY ATTACHED**~~

~~A dwelling containing two or more dwelling units each with their own entrance.~~

~~**DWELLING UNIT, TWO-FAMILY (DUPLEX)**~~

~~A dwelling containing two dwelling units with a common entrance.~~

DWELLING UNIT

One or more rooms arranged or designed for the use of one family living together as a single housekeeping unit with cooking, living, sanitary and sleeping facilities in a self-contained unit, so that access to the street and any additional facilities (such as laundry, heating units, etc.) can be gained without passing through any other residential or commercial unit.

DWELLING UNIT, ACCESSORY

A residential dwelling unit, excluding mobile or manufactured homes, located on the same lot as a single-family dwelling unit, either within the same building as the single-family dwelling unit or in a detached building.

DWELLING, CONVERSION, TWO-FAMILY (2 UNITS)

A building originally designed or intended to be used principally as a single-family residence, which has been legally converted into use as a two-family residence.

DWELLING, CONVERSION, MULTIPLE-FAMILY (3+ UNITS)

A building originally designed or intended to be used principally as a single-family residence, which has been legally converted into use as a multifamily residence.

[…]

§ 44-1621 **[Ch. 44, 16-21] Definitions "T."**

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

TOWING SERVICE

A service for the relocation of a disabled, unsafe, or illegally parked motor vehicle to a place of repair or an approved facility for proper disposal.

[…]

TOWNHOUSE See "Dwelling, Single-Family Attached."

~~A multiple-family dwelling containing three or more attached dwelling units, each on its own lot or plot of ground and joined to one (end unit) or two (interior units) dwelling units by fire walls.~~

PROPOSED AMENDMENTS TO ADDRESS SPLIT-LOT DUPLEXES AND TOWNHOMES

Option 1 – Use provisions

Use provisions may be added for Two-Family and Single-Family Attached dwelling types, similar to how provisions were created for Conversion dwelling types. This is most similar to how "Zero Lot Line Houses" were treated in the previous code. Retaining Special Use indication for the Districts that currently require it is **not overly-burdensome, while still inviting public participation**.

- Use provisions with additional requirement for structure separation with exemption from the interior side yard requirement at party walls.
- Special Use Permit (public hearing at Zoning Board of Appeals) for appropriate Districts

Table 402A: Residential Districts - Permitted and Special Uses

	R-1A	R-1B	R-1C	R-1H	R-2	R-3A	R-3B	R-4	R-D	Reference
RESIDENTIAL										
Household Living										
Dwelling ~~Unit~~, Single-Family	P	P	P	P	P	P	P		P	
Dwelling ~~Unit~~, Single-Family Attached					S	P	P		P	§ 44-1046
Dwelling ~~Unit~~, Two-Family			S	S	P	P	P		P	§ 44-1046
Dwelling ~~Unit~~, Multiple-Family					S	P	P		P	
Dwelling ~~Unit~~, Multiple-Family Conversion (2 units)					S				P	§ **44-1040**
Dwelling ~~Unit~~, Multiple-Family Conversion (3+ units)					S				S	§ **44-1040**

§ 44-1046 [Ch. 44, Sec. 10-46] Two-Family and Single-Family Attached Dwellings

A. Orientation. Any shared, main entrance shall face the primary street.

B. Location. The minimum required side-yard at interior lot lines shall be zero feet. The minimum distance between structures shall be at least 10 feet in any Zoning District.

Option 2 – Waivers with platting

Notes may be added to the Bulk/Site tables of each Zoning District where the uses are allowed, such that "Two-Family, platted as such" and "Single-Family Attached, platted as such," are not subject to the interior side yard requirement at party walls. Multiple public hearing processes required **may be overly-burdensome in Districts that require Special Use**.

- Amended preliminary plan (public hearing at Planning Commission)
- Final Plat with waiver for required interior side yard
- Special Use Permit (public hearing at Zoning Board of Appeals) for appropriate Districts

Table 403A: Bulk and Site Standards R-1 Districts

	Lot Characteristics		Site Design			Development Intensity		
District	Min. Lot Width (W)	Min. Lot Area (square feet)	Front Yard (F) Min.	Side Yard[2] (S) Min.	Rear Yard (R) Min.	Min. Lot Area per Dwelling Unit (square feet)	Max. Building Height Feet	Stories

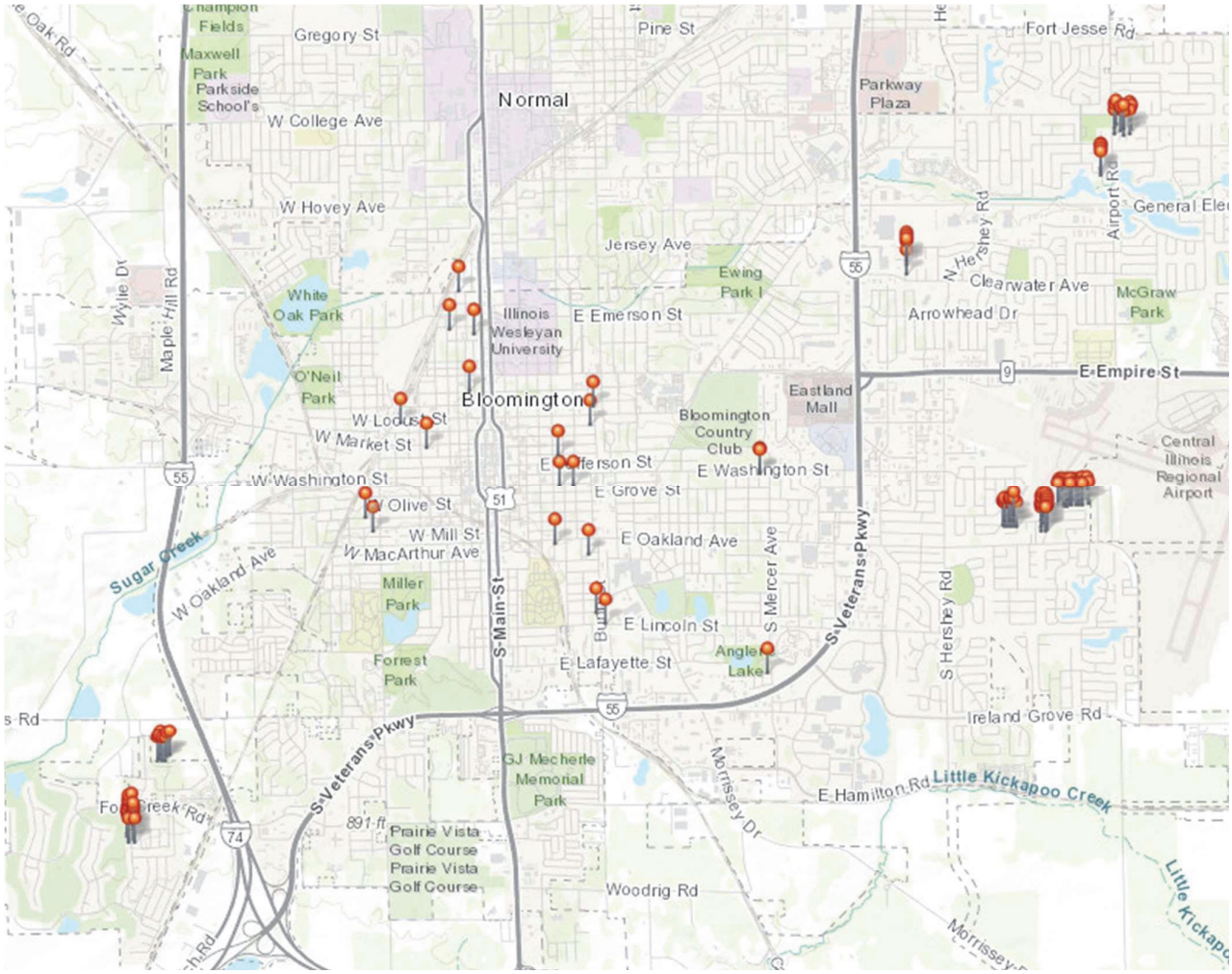
2. "Two-Family, platted as such" and "Single-Family Attached, platted as such," are not subject to required side-yard minimums at interior lot lines.

Option 3 – Variances for required yards

A Variance to the required side-yard could be required for each structure developed with shared party walls at a lot line. For reconstruction of existing dwellings this is a practical alternative, but as the standards for granting a Variance require that property has unique characteristics that create a hardship that is not self-imposed, **most new development would not meet the criteria for granting a Variance**.

- Variance (public hearing at Zoning Board of Appeals), for which Staff would typically be required to recommend denial.
- No text amendments required.

SAMPLE DISTRIBUTION OF EXISTING DUPLEXES (STACKED AND SIDE-BY-SIDE)



While **this map is far from inclusive** of the true number of locations where Duplex building types currently exist in Bloomington, it does provide insight into the wide variety of ages, locations, and types of neighborhoods where this building type has previously been developed. In older neighborhoods duplexes tend to be interspersed with single-family and other multi-family dwellings, while newer neighborhoods trend toward the intentional development of duplex communities.

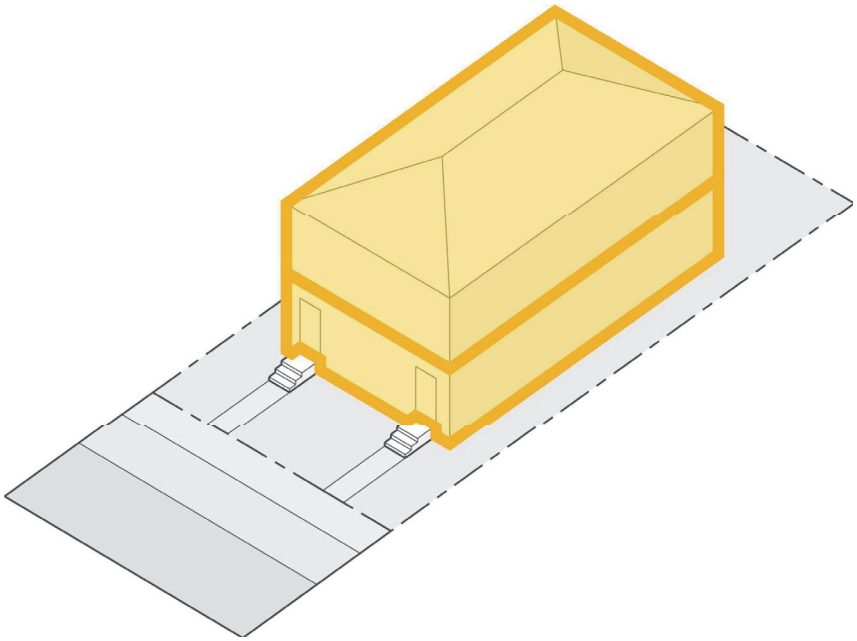
Particularly in southwest Bloomington, newer neighborhoods were intentionally designed for this building type and remain partially undeveloped. As residential development has picked up in the past year, owners and developers of these and other areas have encountered complications that prevent them from constructing in a manner that is consistent with the surrounding existing homes.

DUPLEX: STACKED

A small (2 to 2.5-story), detached structure that consists of two dwelling units arranged one above the other, each with an entry from the street. This type has the appearance of a small-to-medium single-unit house, may include a rear yard and fits on narrower lots than the side-by-side duplex.

This type of duplex occurs on a single lot, with the underlying land is in shared ownership between the two dwelling units that make up the building. It can have separate entrances that distinguish it from surrounding single-family homes, or a shared entrance that makes it practically indistinguishable from a single-family home. This form of duplex is common throughout Bloomington's older neighborhoods, usually interspersed with single-family homes.

Conceptual (Opticos Design)



Real-Life Examples

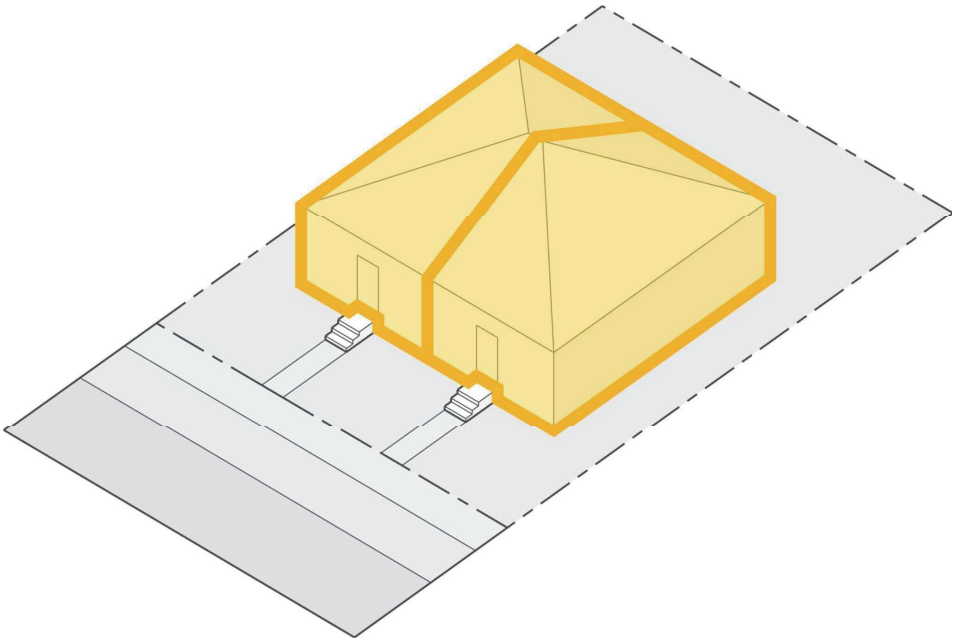
DUPLEX: SIDE-BY-SIDE

A small (1 to 2-story), detached structure that consists of two dwelling units arranged side-by-side, each with an entry from the street. This type has the appearance of a small-to-medium single-unit house and may include a rear yard.

This type can occur on a single lot, with the underlying land is in shared ownership between the two dwelling units that make up the building. This form of the side-by-side duplex is typically referred to as a "Condo, but can also be a single-owner rental, or partial-rental.

This type of duplex can also straddle the lot line of two separate parcels, with the dwelling unit and the underlying land in different ownership for each dwelling unit, and only the party wall as common. This version of the side-by-side duplex is common in Bloomington, including newer, completed and partially-built, subdivisions intentionally designed to provide this housing type.

Conceptual (Opticos Design)



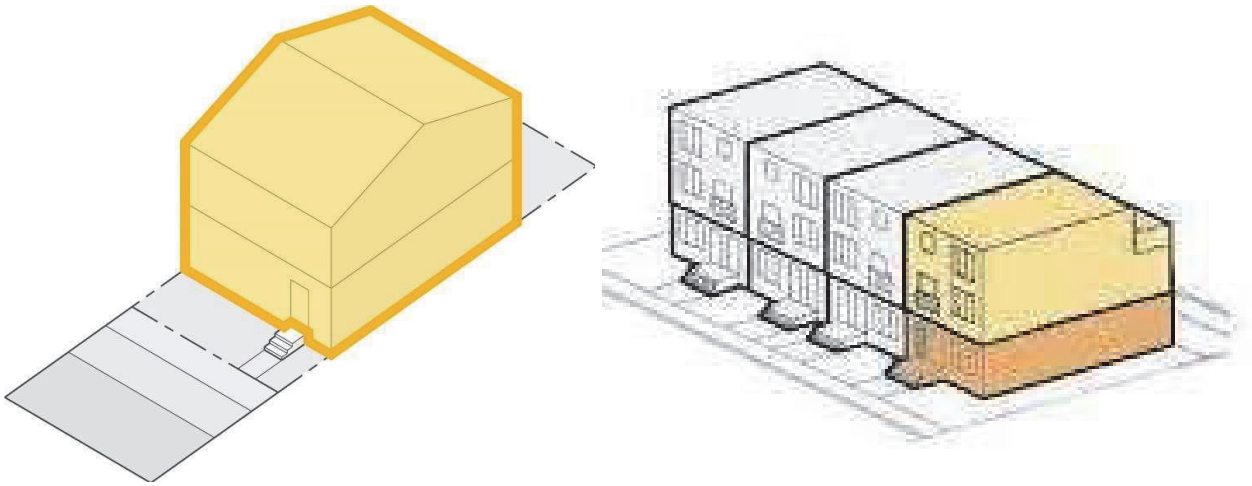
Real-Life Examples

SINGLE-FAMILY ATTACHED (TOWNHOUSE, ROWHOUSE)

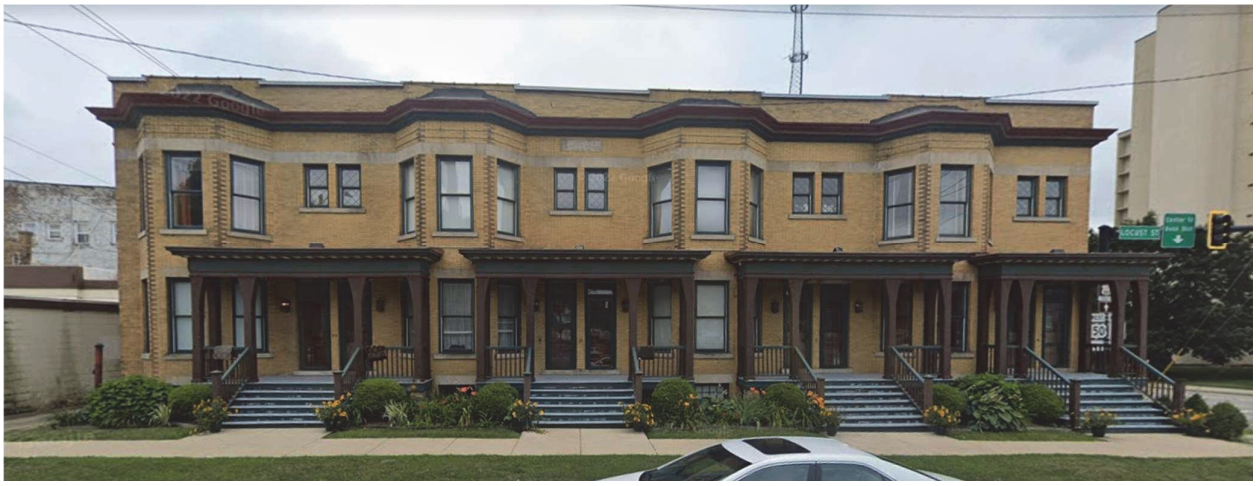
A small-to medium-sized attached structure that consists of 2 to 16 multi-story dwelling units placed side-by-side. Entries are on the narrow side of the unit and typically face a street or courtyard. The street façades have entrances and avoid garages.

This form of multi-family development can be individually owned, with lot lines drawn at the party walls between dwelling units, or owned via condo association, like The Bloomingtonian (pictured below).

Conceptual (Opticos Design)



Real-Life Examples



truck traffic. He added they adjusted the size of the south entrance so trucks can enter and exit Breezewood Avenue without impacting traffic.

There were no additional questions from the Commission and no additional testimony from the public.

Chair Mohr closed the public hearing.

Commissioner Galpalli made a motion to establish findings of fact that the subject property meets the Legislative Site Plan Review criteria in Chapter 44.17-9 of the City Code and recommend that City Council approve a Site Plan for the property located at 101 Woodrig Road (PIN: 21-21-201-012). The motion was seconded by Commissioner Beyer. Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Galpalli - Yes, Ms. Beyer – Yes, and Chair Mohr - Yes (5-0). The motion passed.

Staff noted that this case will be placed on the October 24, 2022, City Council agenda for final consideration.

D. Z-24-21 Public Hearing, review and action on text amendments, modifications and deletions to the Bloomington Zoning Ordinance, Chapter 44 of the City Code, submitted by the Bloomington City Council (Resolution 2021-31) relating to (1) auto sale exclusions, definition, and zoning; (2) updating certain zoning classifications; (3) reviewing residential uses that were previously permitted by right or via Special Use in commercial districts should again be allowed; (4) zoning for snack food manufacturing; (5) zoning for assisted living facilities; and (6) the review and submission process and commission schedules.

Chairperson Mohr reminded the Commission that these proposed changes were provided to the Commission last month for them to review and discuss. The purpose today is to examine the specific language which is presented for adoption.

City Staff, Ms. Pemberton presented the report, with a recommendation for approval.

Ms. Pemberton noted the Planning Commission has discussed recommendations and text amendments, pursuant to Ordinance 2021-31, at multiple meetings over the past year and has relayed important feedback to staff. These proposed text amendments are intended to provide clarity and address gaps resulting from the comprehensive Zoning Code rewrite of 2019.

Ms. Pemberton address proposed text amendments related to temporary use. Ms. Pemberton identified the following issues with temporary uses, the language structure of the temporary uses is unclear and mixes temporary uses with temporary sales, rather than sales being a subset of uses. Additionally, temporary sales in residential districts listed as a "development standard" for the district(s) rather than within temporary uses provisions. Staff recommends a solution that more clearly defines temporary sales as a subset of temporary uses, and

Farmers' Markets as a subset of temporary sales, as well as places all temporary sales information in the same section for ease of public interpretation.

Ms. Pemberton addressed text amendments related to assisted living facilities. Ms. Pemberton noted there was further clarification on the definition of assisted living facilities. Ms. Pemberton noted the bulk of the required work was addressed by amendments recommended for approval at the September 7, 2022, Regular Meeting of the Planning Commission; the approving motion removed additional text which staff subsequently reviewed for additional implications. Staff recommends further clarification after review of the changes made by the amended motion at the prior meeting.

Ms. Pemberton addressed text amendments related to how the Zoning Board of Appeals is referenced in Chapter 44. Ms. Pemberton noted that throughout the current Zoning Code, the Board responsible for reviewing Variances and Special Uses (amongst other things) is referred to as the "Board of Zoning Appeals" (BZA), while the actual name of the Board to which citizens are appointed is the "Zoning Board of Appeals" (ZBA). Historically, the name of the Board has also been "Zoning Board of Appeals," as indicated on agendas, case files, and minutes, at least as far back as 1967. Staff recommends correcting references to this Chapter's appeals board from "BZA" to "ZBA"; sections where ZBA is already accurately described have not been included in the attached document.

Commissioner Beyer had a question related to temporary uses – the way currently written seems to be written to speak predominately to Farmers' Markets. Ms. Pemberton stated that is correct. The intent of the change is to ensure it is written to address all temporary sales of which Farmers' Markets is one. None of the content or ability for Farmers' Markets changed.

Commissioner Beyer noted a typo and two "Farmers' Markets or" inclusions that were not removed in § 44-907 as it appears they were intended to be. Ms. Pemberton clarified that was the intent and thanked Ms. Beyer for her detailed evaluation of the proposed changes.

There were no additional questions from the Commission and no additional testimony from the public.

Commissioner Beyer made motion to find the proposed text amendments are in the public interest and recommend approval of the text amendments, as proposed and described. Seconded by Commissioner Galpalli.

> Commissioner Beyer moved to amend the motion by striking "Farmers' Markets or" from § 44-907(7) and § 44-907(9), with the intent of guiding the requirement for sales in general. Mr. Muehlek seconded. Mr. Krieger – Yes, Mr. Muehlek – Yes, Mr. Galpalli - Yes, Ms. Beyer – Yes, and Chair Mohr - Yes (5-0). The motion passed.

The Commission voted to approve the initial motion (to find the proposed text amendments are in the public interest and recommend approval of the text amendments, as proposed and described to City Council), as amended. Mr. Krieger – Yes, Mr. Muehlek – Yes, Mr. Galpalli - Yes, Ms. Beyer – Yes, and Chair Mohr - Yes (5-0). The motion passed.

Ms. Pemberton noted that this recommendation will be reviewed by City Council on October 24, 2022, and that staff will be bringing additional items for Planning Commission review during the next few meetings.

OLD BUSINESS - None.

NEW BUSINESS - None.

ADJOURNMENT

Chairperson Mohr asked for a motion to adjourn. Commissioner Muehleck made said motion to adjourn. The motion was seconded by Commissioner Krieger. A voice vote was held, and all Commissioners responded in the affirmative. Motion passed (5-0). The meeting was adjourned at 5:18 P.M.

DRAFT

David Schmidt (24801 Winterberry Lane Naperville, Il) spoke on behalf of the project. Mr. Schmidt is with LJP Architects, and they are the engineering firm for the project. Mr. Schmidt noted the owner of the business is adapting to the change in culture where there is decrease in the desire to eat inside and more of a desire to utilize the drive-through and this is why the drive-though is being added.

> Commissioner Muehleck asked about landscaping between the drive through and the neighboring property. Mr. Schmidt stated they have proposed shrubs along this area as this is what is required by code. They will be 6ft tall and spaced every three feet. They could have done a combination of fencing and shrubs, but they felt the shrubs looked nicer.

There were no additional questions from the Commission and no comments from the public.

Commissioner Beyer made a motion to approve the request for a Legislative Site Plan Review, as outlined in Chapter 44.17-9 of the City Code, and recommend ***approval*** of the petition submitted by David Schmidt of LJP Architects, to allow a Restaurant in the B-1 (General Commercial) District for the property located at 506 IAA Drive. The motion was seconded by Commissioner Krieger. Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Danenberger – Yes, Mr. Sant-Amour – Yes, Ms. Patino –Yes, Ms. Beyer – Yes, and Chair Mohr - Yes. (7-0). The motion passed.

D. Z-24-21 Public Hearing, review and action on text amendments, modifications and deletions to the Bloomington Zoning Ordinance, Chapter 44 of the City Code, submitted by the Bloomington City Council (Resolution 2021-31) relating to (1) auto sale exclusions, definition, and zoning; (2) updating certain zoning classifications; (3) reviewing residential uses that were previously permitted by right or via Special Use in commercial districts should again be allowed; (4) zoning for snack food manufacturing; (5) zoning for assisted living facilities; and (6) the review and submission process and commission schedules.

Chairperson Mohr reminded the Commission that these proposed changes were provided to the Commission last month for them to review and discuss. The purpose today is to examine the specific language which is presented for adoption.

City Staff, Mr. Wetterow and Ms. Pemberton presented the report, with a recommendation for approval.

Mr. Wetterow noted the Planning Commission has discussed recommendations and text amendments, pursuant to Ordinance 2021-31, at multiple meetings over the past year and has relayed important feedback to staff. These proposed text amendments are intended to provide clarity and address gaps resulting from the comprehensive Zoning Code rewrite of 2019. Mr. Wetterow emphasized the staff memo provided an overview of identified issues and recommended amendments to the Code, as well as red-lined versions of each Article in the Zoning Code, as proposed for adoption. Staff committed to returning with additional information and discussion on one item (definitions for dwelling types); these definitions have been separated from the overall amendments proposed for Article XVI.

Ms. Pemberton noted staff had informed the Commission they would do a little for digging into how the residential housing is laid out in the areas impacted by the proposed text amendments. The majority of what the Commission is looking at today is related to issues with definitions or "roll-ups" (aggregation of previous uses into fewer categories.) Intent was to focus one what type of buildings could be built based upon what is allowed now, via the code, what was permitted before, and what is desired by residents and developers as based on actual development. Staff introduced the concept of "missing middle" housing and where it is applicable in the City of Bloomington. This type of housing is a moderate housing option somewhere between single-family and multi-family. It provides multiple housing types/options. The most familiar of these options is a duplex. Ms. Pemberton then delved into the different construction types for duplexes in the past and presently. Ms. Pemberton also highlighted where these construction types can be found within the City of Bloomington. Ms. Pemberton noted how the current definition of duplex is very limiting and prevents many types of two-family construction. Ms. Pemberton noted the current restrictive nature of the code was not present in previous versions of the code. Ms. Pemberton also noted how the current code defines single-family attached and how this is really a form of a duplex with a property line down the middle but is not permitted the same as a duplex within the permitted use table. This all results in the code being very confusing and conflicting. Ms. Pemberton noted there are whole subdivisions that were previously platted around this type of development, but now are not permitted. Mr. Wetterow noted that the development type is theoretically possible still, but would require a Variance and it would be difficult to grant a Variance when the hardship is self-imposed. Ms. Pemberton highlighted where this type of development currently exists within the City. Ms. Pemberton also noted how this limits the ability for structures to be divided up and provide individuals to own their own property unless they go through the process of condo-ization.

Ms. Pemberton noted the Commission will see definitions have been changed and combined in a manner to make them align more with how they were defined and organized in the previous version of the code. It was also staff's intent to ensure the definitions aligned with the uses listed in the permitted use tables. Additionally, staff worked in flexibility that was previously within the code but had been removed for unknown reasons.
Ms. Pemberton noted how single-family now reflects one, two-family reflects two and multi-family reflects 3 or more. Also, she informed the Commission on the construction types that would now fall under two family. Ms. Pemberton asked if the Commission had any questions.

Commissioner Beyer asked how the examples of duplexes/townhouses present by Ms. Pemberton get built under the current code. Ms. Pemberton stated they did not get built under the current code because they could not be. They were built or platted under previous versions of the code. Ms. Pemberton noted the current code has been in place since March 2019. Ms. Pemberton noted COVID-19 slowed development down and now it is picking up again and these developers are approaching the City and are shocked realizing they can no longer build in this manner.

Commissioner Beyer asked what the intent was for changing the codes in 2019 to limit/prevent this type of development. Staff noted they are still attempting to figure out why this change occurred and if the intent was to prevent/limit this type of development. Chairperson Mohr noted he believed it was an unintended consequence. Chairperson Mohr did not remember this being a topic of discussion when the code changes were discussed in 2019. Chairperson Mohr asked the commissioners if they agreed? Commissioner Muehleck did not remember this being a discussion item and agreed with Chairperson Mohr that the Commission never intended to prevent/limit this type of development with the code changes they adopted in 2019. Ms. Pemberton asked the Commission to provide any input they can based upon the previous intent they had in making the text changes and how this might apply to the text changes before them.

Ms. Pemberton noted the three options before the Commission related to text changes for attached housing. She also detailed the processes an individual would have to go through to achieve the type of development based on each option. Chairperson Mohr clarified the three options before Commission. Ms. Pemberton agreed with his summarization.

Ms. Pemberton noted that one of the primary changes to the 2019 code was the inclusion of use provisions. Treating attached residential development like a use with a provision, where the interior side lot line is not required, would be in alignment with the intent and structure of the current code. Ms. Pemberton indicated how this would apply not only to duplexes, but also townhomes and row housing. Ms. Pemberton noted this would not be removing the requirement for exterior side-yard setbacks. Ms. Pemberton highlighted how building code requirements related to required distances from structures was accounted for in the proposed language.

Ms. Pemberton asked if there were any questions from the Commission. Chairperson Mohr thanked staff for presenting the three options and clarified that staff is asking the Commission for input on which option they feel is most appropriate. Ms. Pemberton stated that was correct. Chairperson more briefly reviewed the three options to ensure the Commission was clear on the three options before them. Ms. Pemberton expounded upon and clarified a couple of details.

Chairperson Mohr had a question on how to procedurally approve the text amendments. Chairperson Mohr suggested one motion for the preferred option on language related to duplexes and another for the remaining text amendments.

Mr. Wetterow stated the Commission could decide which option they preferred for language related to attached housing, and then formally make a motion to adopt the text amendments. Chairperson Mohr proposed the motion could include the option the Commission decided to go with while adopting the overall text amendments. Mr. Wetterow stated that would be acceptable. Mr. Boyle stated this would be ok, but reminded the Chairperson to be as specific

as possible in the motion. Mr. Boyle asked if this motion was going before City Council for approval. Mr. Wetterow responded in the affirmative. Mr. Wetterow noted there a still a few more text amendments staff would like to bring before the Commission and once the Commission has voted on those, then staff will take all of the text amendments as a single request to the City Council for approval.

Mr. Wetterow and Ms. Pemberton provided a detailed summary of the remaining proposed text amendments and noted which text amendments had been previous discussed and how they had been incorporated in the text changes before the Commission.

Mr. Wetterow noted the exact language of motion which the Commission had before them relating to the text amendments.

Commissioner Krieger left the meeting at 5:00pm.

Chairperson Mohr asked the Commission if Mr. Wetterow and Ms. Pemberton needed to continue covering the proposed text changes in detail or was the Commission comfortable moving forward as these changes had been previously discussed and reviewed by the Commission. Mr. Wetterow stated he would proceed but with only those items not previously discussed.

Staff briefly introduced text changes they would likely be bringing before the Commission at the October meeting.

Chairperson Mohr asked the Commission is they had any questions for staff.

Chairperson Mohr had a few clarify questions.

His first question was to clarify that the accessory buildings discussed were for non-dwelling accessory dwellings. Ms. Pemberton stated that is correct, expect for an exception here or there.

His second question was related to assisted living facilities and the removal of the age restriction. Mr. Wetterow apologized as this was brought up by the Chair as the last meeting and staff had agreed to remove the age restriction. The language will be revised to remove the age restriction.

His third question was about the removal of a birthing center as he believes there is one currently in operation within the City. How would a birthing center be defined under the new code? Ms. Pemberton stated it would be classified under a general medical facility. Mr. Wetterow stated there was no need to treat them any different than any other general medical facility in terms of where they are permitted.

The Chairperson noted he was in favor of removing the square footage requitements for grocery stores as he believes this well help address the issue of food deserts and allow for more variety in the types of stores. The Chairperson noted a typo on page 20 and asked if a motion was needed to amend this. Mr. Boyle indicated a motion approving the text amendment with that and other amendments could be made.

The Chairperson inquired about adjusting submission requirements associated with application and if that was going to be addressed as it was mentioned in the previous meeting. Ms. Pemberton noted it was discussed, but the requirements are within Chapter 24 which is outside our current purview to amend. Ms. Pemberton noted this is something that is tangentially being worked out. Mr. Wetterow noted Ms. Pemberton was correct as the Chair was referring to Chapter 24 which is the Subdivision section of the code.

No further questions from the Commission.

The Chairperson opened the public hearing.

Neil Finlen (Farnsworth Group, 2709 McGraw Drive) thanked staff for working on these text amendments as it was a surprise to all to find out some of these changes that were made with the 2019 revisions. Mr. Finlen wanted to address the implications this has for the R-2 zoning, in that it allows two to three subdivision that were held in abeyance to now proceed forward once these amendments are adopted. Mr. Finlen not that as Chair of the Economic Development Counsel on Real Estate Committee and this group is very keen on the need for all forms of housing. By again permitting attached housing, like zero-lot-line duplex development, a level of affordable housing is being restored and will allow the City to grow at the pace it needs to. He appreciates the idea of simplicity and allowing uses to be permitted as they were before, especially in the R-2 zoning district. Mr. Wetterow noted the proposed text amendments do just that as single-family attached would now fall under two-family.

Roger Scott (20 Rosewood Ct.) spoke in support of single-family attached being permitted within the R-2 zoning. Mr. Scott noted he is the executive director of the *Habitat for Humanity for McLean County*. Many of the lots donated to Habitat for Humanity are small, but every so often they receive a larger lot. These text changes would allow them to put zero-lot-line duplexes on these larger lots and achieve a greater density and benefit in they can provide more homes.

Chair Mohr closed public hearing and asked the Commission if they had any further questions.

Mr. Boyle suggested the text amendments addressing the legislative and administrative processes be table at this time to allow legal staff more time to review the changes.

The Chairperson noted the aggregated text amendment changes reflected the selection of option one as it related to attached housing like zero-lot-line duplexes. Ms. Pemberton stated that is correct and noted the proposed text amendments could be made an attachment to the minutes.

Chairperson Mohr went over the procedure for approving and making amendments to the motion to approve the text amendments.

A motion was made by Commissioner Patino to accept, and recommend for approval, the text amendments as proposed and presented by staff, with the exception of the site plan review section and as amended to correct the typo on page 20. Commissioner Muehlek seconded.

> Chairperson Mohr noted this would be the time for the Commission to make other suggested amendment. Commissioner Beyer made a motion to amend the proposed text amendments to remove the age restrictions within the definition of assisted living facility. Commissioner Muehleck seconded. Mr. Muehleck – Yes, Mr. Danenberger – Yes, Mr. Sant-Amour – Yes, Ms. Patino –Yes, Ms. Beyer – Yes, and Chair Mohr - Yes. (6-0). The motion passed.

Chairperson Mohr noted he was pleased the duplex issues was being resolved and was apologetic that the 2019 text amendments have caused development issues.

Chairperson Mohr noted the next vote would be to approve the prior motion, as amended. Mr. Muehleck – Yes, Mr. Danenberger – Yes, Mr. Sant-Amour – Yes, Ms. Patino – Yes, Ms. Beyer – Yes, and Chair Mohr - Yes. (6-0). The motion passed.

OLD BUSINESS

Ms. Pemberton highlighted the text amendments which will be presented next month.

NEW BUSINESS

Mr. Wetterow wanted to remind the Commission the next meeting will be on Thursday October 6th.

ADJOURNMENT

Chairperson Mohr asked for a motion to adjourn. Commissioner Muehleck made said motion to adjourn. The motion was seconded by Commissioner Patino. A voice vote was held, and all Commissioners responded in the affirmative. Motion passed (6-0). The meeting was adjourned at 5:29 P.M.

CONSENT AGENDA ITEM NO. 7.V

FOR COUNCIL: October 24, 2022

WARD IMPACTED: Ward 1

SUBJECT: Consideration and action on an Application from The Lincoln Springs Center, LLC., d/b/a The Station Saloon, located at 1611 Morrissey Dr., Unit 1, requesting an approval of a change of ownership for their Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The Change of Ownership be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses
Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The Lincoln Springs Center, LLC. (Applicant), located at 1611 Morrissey Dr., Unit 1, holds an active Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) liquor license. A 15% portion of the corporate license holder has been purchased by an individual. The City of Bloomington Code requires that whenever there has been more than a 5% change in ownership of a corporate license holder, the change must be approved by the Liquor Commission and City Council. The corporate license holder is now seeking approval of this change.

The ownership structure changes are reflected below:
Current Ownership Structure: John Coontz, 25%; Paul Halvorsen, 25%; and Stacey Smith, 50%
Proposed Ownership Structure: John Coontz, 25%; Paul Halvorsen, 25%; and Stacey Smith, 35%, William (Shannon) Hurt, 15%

The Applicant appeared before the Liquor Commission on September 28, 2022, (draft minutes attached) where the Commission voted to positively recommend approval of the License to Council. All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on August 21, 2022, a public notice was published in *The Pantagraph*. 14 notices were mailed to properties adjacent to the applicant property.

FINANCIAL IMPACT: The current annual license fee for a Class EAS liquor license is $3,300, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General

Fund" on page 132. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035:** ED-1 Ensure a broad range of employment opportunities for all residents. ED-1.1 Focus on retention and expansion of existing businesses.

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
CLK 5B Liquor_License_Application_The Station Saloon (Change of Ownership)_Redacted
CLK 5C DRAFT 09-28-2022 Liquor Commission - Special Meeting - Minutes_The Station Saloon

October 17, 2022

City Clerk Requirement Verification Memo

To: City Council Review

Re: Legal Name: The Lincoln Springs Center, LLC

D/B/A Name: The Station Saloon

Dear Reviewer,

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Proof of Good Standing with the State of Illinois
- Financial Documentation: 2021 Annual Report
- Certificate of Liability Insurance (DRAM Shop) – 09/05/2022 to 09/05/2023

The following documents were previously on file:

- Articles of Organization
- A Lease between Greyhound Enterprises, LLC, and The Lincoln Springs Center, LLC
- Liquor Bond in the amount of $2,000 – 12/18/2021 to 12/18/2022
- Bloomington/Normal Food and Beverage Tax Registration Form
- BASSET Certifications for Management

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Respectfully,

Amanda Stutsman
Deputy City Clerk

Liquor License Application

Applicant Business Contact Information: *Please fill in your business information completely and legibly.*

Legal Entity Name (Corporate/LLC Name)	The Lincoln Springs Center
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	The Station Saloon
Legal Entity Address *(including City, State, and Zip)*	1611 Morrissey Drive unit 1 Bloomington Il 61704
Legal Entity Phone Number	309-808-1645
Legal Entity Email Address	lincolnspringscenter@gmail.com
Establishment Address including Zip	1611 Morrissey Drive unit 1 Bloomington Il 61704
Establishment Phone Number	309-808-1645
Establishment Email Address	lincolnspringscenter@gmail.com
***Email Address for ALL City Communications:**	lincolnspringscenter@gmail.com

Note, that **all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for **all** City Communications. It is the responsibility of the business to notify the City of any changes.*

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
John Coontz	Bloomington	Il	61701
Phone Number	**Email Address**		
[redacted]	[redacted]		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	**City**	**State**	**Zip**
Phone Number	**Email Address**		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	**City**	**State**	**Zip**
Phone Number	**Email Address**		

Applicants should review Chapter 6: Alcoholic Beverages (https://ecode360.com/34403863) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
		2020 Fees		**2021 Fees**	
Class	**Description**	**Semi**	**Annual**	**Semi**	**Annual**
PA	Package Sales – All Types of Liquor *(Fee applies to all except CA, EA, RA, or TA)*	$600	$1,200	$650	$1,300
PB	Package Sales – Beer and Wine Only	$450	$900	$500	$1,000
	(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)	$112.50	$225	$150	$300
S	Sunday *(Fee applies to all except CA & CB)*	$275	$550	$300	$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
		2020 Fees		2021 Fees	
Class	Description	Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
CB	Clubs – Beer and Wine Only	$400	$800	$450	$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	$400	$800	$450	$900
GPB	Convenience Store (Package) – Beer and Wine Only	$450	$900	$500	$1,000
MA	Hotel/Motel – All Types of Liquor	$600	$1,200	$650	$1,300
MB	Hotel/Motel – Beer and Wine Only	$375	$750	$425	$850
RAP	Restaurant, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
RA	Restaurant – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
RB	Restaurant – Beer and Wine Only	$400	$800	$450	$900
ST	Stadium – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
TA	Tavern – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TB	Tavern – Beer and Wine Only	$400	$800	$450	$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

1. Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**

☐ **Partnership** (Date of Formation: _____)

☐ **Limited Liability Company** (LLC)
A copy of the Articles of Organization must be attached.

☐ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.

2. Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

3. ☐ Yes ☐ No ☐ N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____

Business Owner/Operator: ***(Please circle Yes (Y) or No (N) where applicable.)***

1. I verify that all owners, partners, officers, members, and majority stockholders:
   - ☐ Yes ☐ No Are 21 years of age or older.
   - ☐ Yes ☐ No Are citizens of the United States.
   - ☐ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
   - ☐ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
   - ☐ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
   - 2A ☐ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
   - 2B ☐ Yes ☐ No Is the General Manager a resident of McLean County?
3. ☐ Yes ☐ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☐ Yes ☐ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

5. ☐ Yes ● No Is the premises for which the license is sought owned?
5A ● Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*

☐ Yes ● No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* event cent
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* EA
3. ● Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only)* *See City Code Ch. 6 Sec. 32 for more details. https://ecode360.com/34837503*
5. ● Yes ☐ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: renewing current license
7. If approved, how would the liquor license benefit the City and its residents? great place to hold any event
8. ● Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* bands comedy
9. ● Yes ☐ No Will the proposed or current establishment sell food?
10. ● Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* Food Gaming Room Rental
11. If approved, what license renewal billing cycle would be preferred? ☐ Annual ● Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	11:00	11:00
Tuesday:	11:00	11:00
Wednesday:	11:00	11:00
Thursday:	11:00	12:00
Friday:	11:00	1:00
Saturday:	11:00	1:00
Sunday:	11:00	8:00

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) In a Commercial Shopping center

2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? Nearby All closed by 9pm

2B. Is the area predominately residential, are they single or multi-family homes? No

3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* Corner of Veterens parkway and route 150.
4. How much additional traffic is expected to be generated with a liquor license? Minimal
5. Describe any and all on- and off-street parking: None/ Parking Lot
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 1

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☐ Yes ● No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ● No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
   4A If yes, please explain: _____
5. ☐ Yes ● No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ● No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ● No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ● No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

_____

_____

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

☐ Yes ● No **Sidewalk Café License** *(Downtown Area Only)* Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.

☐ Yes ● No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*

● Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

☐ Yes ● No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.

☐ Yes ● No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. **I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;**
2. **I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;**
3. **All applicants of the establishment are qualified and eligible to obtain the license applied for;**
4. **I have read and understand the requirements of the City of Bloomington Code pertaining to Chapter 6: Alcoholic Beverages https://ecode360.com/34403863; and**
5. **If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.**

john Coontz	Owner
Name (Please Print)	**Title**
	09/15/2022
Signature	**Date**

Owners	Percentage Age	Adress
John Coontz Bloomington Il 61701	25%	[redacted]
Shannon Hurt Bloomington Il 61701	15%	[redacted]
Paul Halvorsen Bloomington Il 61701	25%	[redacted]
Stacey D Smith Colfax Il. 61728	35%	[redacted]

Smith Family Enterprises, Ltd

Mother company of multiple "Environmentally Friendly" Science Entities

RE: Mr. William Shannon Hurt 7/1/2022

1105 East Jefferson Apt 1A

Bloomington, Illinois 61701

(309) 310-1079

hurtshouse@outlook.com

Award of Shares

This letter states Mr. William Shannon Hurt has received fifteen percent (15%) ownership/shares from the SMITH FAMILY ENTERPRISES" Ltd (SFE) (EIN# 27-0865871) of 33016 East 2000 North Colfax, Illinois 61728, ownership within the Station Saloon Restaurants/Bars LLC (previously titled as Lincoln Springs of 1611 Morrissey Bloomington, Illinois and now with an additional location in Downs, Illinois. As of today, July 1st, 2022, Mr. Hurt has a total of fifteen (15%) ownership from the initial fifty percent (50%) of SFE's Station holdings. Following the conclusion of this award, Smith Family Enterprises, Ltd now holds thirty-five (35%) of the Station Saloon, LLC.

[redacted] 7-1-22

Stacey D. Smith Date

Member/Station Saloon, LLC

CEO/Founder

SMITH FAMILY ENTERPRISES, Ltd

[redacted] 7/1/22

William Shannon Hurt Date

Manager/Station Saloon, LLC

Witnessed By Date

33016 East 2000 North
Colfax, Illinois
61728
USA

BUSINESS CELL (309) 706-0192
E-MAIL smithfamilyenterprisesltd@gmail.com

Illinois Liquor Control Commission

JB Pritzker Governor

100 W. RANDOLPH ST., SUITE 7-801
CHICAGO, ILLINOIS 60601
TELEPHONE: 312 814-2206
TDD: 312 814-1844

300 W. JEFFERSON ST., SUITE 300
SPRINGFIELD, ILLINOIS 62702
TELEPHONE: 217 782-2136
WEBSITE: ILCC.Illinois.gov

STATE OF ILLINOIS
CHANGE OF CORPORATE OFFICERS

If you are ONLY changing corporate officers, you can update your ownership information along with the supporting documents listed below. NOTE: Your Illinois Sales Tax account number, Federal Employer Identification No. (FEIN), and LLC/Corporate/Partnership name MUST remain unchanged to use this form.

The Illinois Liquor Commission requires proof of officer changes *235 ILCS 5/7-1(24)*. We will not make any officer changes without supporting documentation. The information listed below MUST be submitted prior to any officer changes being made:

1. Proof of approval from the locality supporting the change of officers. Providing us with a copy of your local license does not qualify as approval for officer changes UNLESS the local license reflects the individual names of the corporate officers on the local license.
   - If the local license does not reflect the individual names of all corporate officers then you will need to provide us with a letter from the local municipality verifying that they are aware of the officer change and have approved the change of officers. This letter should reflect the names of officers that are being added or deleted.
2. Evidence of transfer:
   a. Stock Purchase Agreement;
   b. Bill of Sale;
   c. Closing Statement;
   d. Filed Change of Officer application from the Secretary of State;
   e. Death Certificate;
   f. Probate Court Order documents (if applicable);
   g. Bankruptcy or Receivership documents;
   h. LLC Operating Agreements;
   i. Board Member Minutes referencing the changes.
3. Applicants must update their officer/ownership information with the Illinois Department of Revenue by calling the Central Registration Division in Springfield at 217 785-3707.

NEW OWNERSHIP INFORMATION

STATE LIQUOR LICENSE NO.
1A-1125844

A.

NAME (LAST, FIRST, MIDDLE INITIAL)			HOME ADDRESS	CITY	STATE	ZIP
Smith Family Enterprises, LTD			[redacted]	Colfax	IL	61728
SOCIAL SECURITY NO.	**DATE OF BIRTH**	**SEX**	**TITLE/POSITION**	**AREA CODE/HOME TELEPHONE NO.**		**% OWNED**
[redacted]	[redacted]	N/A	LLC Member	[redacted]		35

B.

NAME (LAST, FIRST, MIDDLE INITIAL)			HOME ADDRESS	CITY	STATE	ZIP
Coontz, John, W.			[redacted]	Bloomington	IL	61701
SOCIAL SECURITY NO.	**DATE OF BIRTH**	**SEX**	**TITLE/POSITION**	**AREA CODE/HOME TELEPHONE NO.**		**% OWNED**
[redacted]	[redacted]	M	LLC Manager	[redacted]		25

C.

NAME (LAST, FIRST, MIDDLE INITIAL)			HOME ADDRESS	CITY	STATE	ZIP
Halvorsen, Paul, J.			[redacted]	Bloomington	IL	61705
SOCIAL SECURITY NO.	**DATE OF BIRTH**	**SEX**	**TITLE/POSITION**	**AREA CODE/HOME TELEPHONE NO.**		**% OWNED**
[redacted]	[redacted]	M	LLC Member	[redacted]		25

D.

NAME (LAST, FIRST, MIDDLE INITIAL)			HOME ADDRESS	CITY	STATE	ZIP
Hurt, William, S.			[redacted]	Bloomington	IL	61701
SOCIAL SECURITY NO.	**DATE OF BIRTH**	**SEX**	**TITLE/POSITION**	**AREA CODE/HOME TELEPHONE NO.**		**% OWNED**
[redacted]	[redacted]	M	LLC Manager	[redacted]		15

E. Total percentage of all stock held by all persons with less than five percent interest. _____ %

The Commission and staff had no additional questions for Tyler Porter.

Commissioner Mwilambwe asked if there was anyone present to speak for or against the application. No individuals stepped forward.

Commissioner Mwilambwe closed the Public Hearing at 4:25 p.m.

Commissioner Meister made a motion, seconded by Comissioner Mwilambwe to positively recommend the Item to Council.

Commissioner Mwilambwe directed the Clerk to call roll:

AYES: Meister, Mwilambwe

Motion carried.

The following item was presented:

Item 5.C. Public Hearing and action on an Application from The Lincoln Springs Center, LLC., d/b/a The Station Saloon, located at 1611 Morrissey Dr., Unit 1, requesting an approval of a change of ownership for their Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the Public Hearing at 4:26p.m.

Paul Halvorsen, Current Member of Ownership, and William Shannon Hurt, New Member of Ownership, after being sworn in, addressed the Commission.

Mr. Hurt stated that he purchased 15% of the corporation and therefore, needed to be approved by the Liquor Commission. He stated that Lincoln Springs held a liquor license for the past five years.

Mr. Halvorsen stated that Mr. Hurt had been in the hospitality industry for over 30 years and would be an asset to the business. He stated that he endorsed him 100%.

Commissioner Mwilambwe asked if there would be any changes to the day-to-day operations. Mr. Hurt stated there would not.

Mr. Boyle asked if the sale took place in July 2022. Mr. Hurt stated it did. Commissioner Mwilambwe asked if there was anyone present to speak for or against the application. No individuals stepped forward.

Commissioner Mwilambwe closed the Public Hearing at 4:29 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council.

Commissioner Mwilambwe directed the Clerk to call roll:

AYES: Meister, Mwilambwe

Motion carried.

Old Business

No Old Business was discussed.

New Business

No New Business was discussed.

Executive Session

CONSENT AGENDA ITEM NO. 7.W

FOR COUNCIL: October 24, 2022

WARD IMPACTED: Ward 6

SUBJECT: Consideration and action on an Application from No Ceiling Hospitality, LLC, d/b/a Shake It Up Cocktail Lounge, to be located at 105 W. Front St., requesting approval of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses
Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: No Ceiling Hospitality, LLC, (Applicant) plans to open a cocktail lounge at 105 W. Front St. and has requested approval of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License. The previous tenant, Tony's Tacos Downtown, who relocated in April of 2022, of 105 W. Front St. held a Class RBS Liquor License. According to the Applicant's application, they intend to bring an upscale lounge to the historic part of Downtown Bloomington where they intend most of the establishment's gross revenue will be generated from food sales.

The Applicant appeared before the Liquor Commission on September 28, 2022, (draft minutes attached) where the Commission voted to positively recommend approval of the License to Council. All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on September 18, 2022, a public notice was published in *The Pantagraph*. 31 notices were mailed to properties adjacent to the applicant property.

FINANCIAL IMPACT: The current annual license fee for a Class TAS liquor license is $3,300, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 132. It is also the establishment’s responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and**

objectives of the Bloomington Comprehensive Plan 2035: ED-1 Ensure a broad range of employment opportunities for all residents. ED-1.1 Focus on retention and expansion of existing businesses.

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
CLK 4B Liquor_License_Application_Shake It Up Cocktail Lounge_Redacted
CLK 4C Shake It Up_Site Plan
CLK 4D DRAFT 09-28-2022 Liquor Commission - Special Meeting - Minutes-Shake It Up

October 17, 2022

City Clerk Requirement Verification Memo

To: City Council Review

Re: Legal Name: No Ceiling Hospitality, LLC

D/B/A Name: Shake It Up Cocktail Lounge

Dear Reviewer,

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Articles of Organization
- Proof of Good Standing with the State of Illinois
- Proof of DBA Name registered with the State of Illinois
- Financial Documentation: Individual Income Tax Returns for Tyler Porter and Patrick Whitaker
- A Lease between YPO BN, LLC, and No Ceiling Hospitality, LLC, for the term 08/01/2022 to 07/31/2027
- Liquor Bond in the amount of $2,000 – 08/09/2022 to 08/09/2023
- Bloomington/Normal Food and Beverage Tax Registration Form

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Respectfully,

Amanda Stutsman
Deputy City Clerk

Liquor License Application

Applicant Business Contact Information: *Please fill in your business information completely and legibly.*

Legal Entity Name (Corporate/LLC Name)	no ceiling hospitality, LLC
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	shake it up cocktail lounge
Legal Entity Address *(including City, State, and Zip)*	700 n adelaide st. apt 125 normal ,il,61761
Legal Entity Phone Number	8159534934
Legal Entity Email Address	noceilinghospitality@gmail.com
Establishment Address including Zip	105 w front st bloomington ,il 61701
Establishment Phone Number	8159534934
Establishment Email Address	noceilinghospitality@gmail.com
***Email Address for ALL City Communications:**	noceilinghospitality@gmail.com

Note, that **all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for **all** City Communications. It is the responsibility of the business to notify the City of any changes.*

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
Tyler Porter	normal	il	61761
Phone Number	**Email Address**		
[redacted]	[redacted]		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	**City**	**State**	**Zip**
Phone Number	**Email Address**		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	**City**	**State**	**Zip**
Patrick Whitaker	bloomington	il	61761
Phone Number	**Email Address**		
3092614499	noceilinghospitality@gmail.com		

Applicants should review Chapter 6: Alcoholic Beverages (https://ecode360.com/34403863) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
		2020 Fees		**2021 Fees**	
Class	**Description**	**Semi**	**Annual**	**Semi**	**Annual**
PA	Package Sales – All Types of Liquor *(Fee applies to all except CA, EA, RA, or TA)*	$600	$1,200	$650	$1,300
PB	Package Sales – Beer and Wine Only	$450	$900	$500	$1,000
	*(Package Sales fee for CB, EB, RB, or TB, but **no** Package Sales fee applies to CA, EA, RA, or TA)*	$112.50	$225	$150	$300
S	Sunday *(Fee applies to all except CA & CB)*	$275	$550	$300	$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
		2020 Fees		2021 Fees	
Class	Description	Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
CB	Clubs – Beer and Wine Only	$400	$800	$450	$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	$400	$800	$450	$900
GPB	Convenience Store (Package) – Beer and Wine Only	$450	$900	$500	$1,000
MA	Hotel/Motel – All Types of Liquor	$600	$1,200	$650	$1,300
MB	Hotel/Motel – Beer and Wine Only	$375	$750	$425	$850
RAP	Restaurant, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
RA	Restaurant – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
RB	Restaurant – Beer and Wine Only	$400	$800	$450	$900
ST	Stadium – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
TA	Tavern – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TB	Tavern – Beer and Wine Only	$400	$800	$450	$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

1. Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**

☐ **Limited Liability Company** (LLC)
A copy of the Articles of Organization must be attached.

☒ **Partnership** (Date of Formation: 04/26/2022)

☐ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.

2. Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

3. ☐ Yes ☒ No ☐ N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____

Business Owner/Operator: ***(Please circle Yes (Y) or No (N) where applicable.)***

1. I verify that all owners, partners, officers, members, and majority stockholders:
   - ☒ Yes ☐ No Are 21 years of age or older.
   - ☒ Yes ☐ No Are citizens of the United States.
   - ☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
   - ☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
   - ☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
   - 2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
   - 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
3. ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

5. ☐ Yes ■ No Is the premises for which the license is sought owned?
   5A ■ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*

☐ Yes ■ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Lounge
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* TA
3. ■ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ■ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. https://ecode360.com/34837503*
5. ☐ Yes ■ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: to be able to serve the community craft cocktails
7. If approved, how would the liquor license benefit the City and its residents? bringing an upscale lounge to a historic part of downtown Bloomington
8. ■ Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
9. ■ Yes ☐ No Will the proposed or current establishment sell food?
10. ■ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* food sales
11. If approved, what license renewal billing cycle would be preferred? ☐ Annual ■ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	11 am	1 am
Tuesday:	11 am	1 am
Wednesday:	11 am	1 am
Thursday:	11 am	1am
Friday:	11 am	2 am
Saturday:	11 am	2 am
Sunday:	11 am	1 am

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) mostly commercial a few residential lofts
   2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? 8 am -5pm
   2B. Is the area predominately residential, are they single or multi-family homes? single family
3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* front street 2 way street some out front limited time parking
4. How much additional traffic is expected to be generated with a liquor license? 100 guests a day average
5. Describe any and all on- and off-street parking: 2 parking spots out front, parking garage down the street
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 4

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ■ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ■ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
   4A If yes, please explain: _____
5. ☐ Yes ■ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ■ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ■ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ■ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

_____

_____

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

■ Yes ☐ No **Sidewalk Café License** *(Downtown Area Only)* Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.

■ Yes ☐ No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*

■ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

☐ Yes ■ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.

☐ Yes ■ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

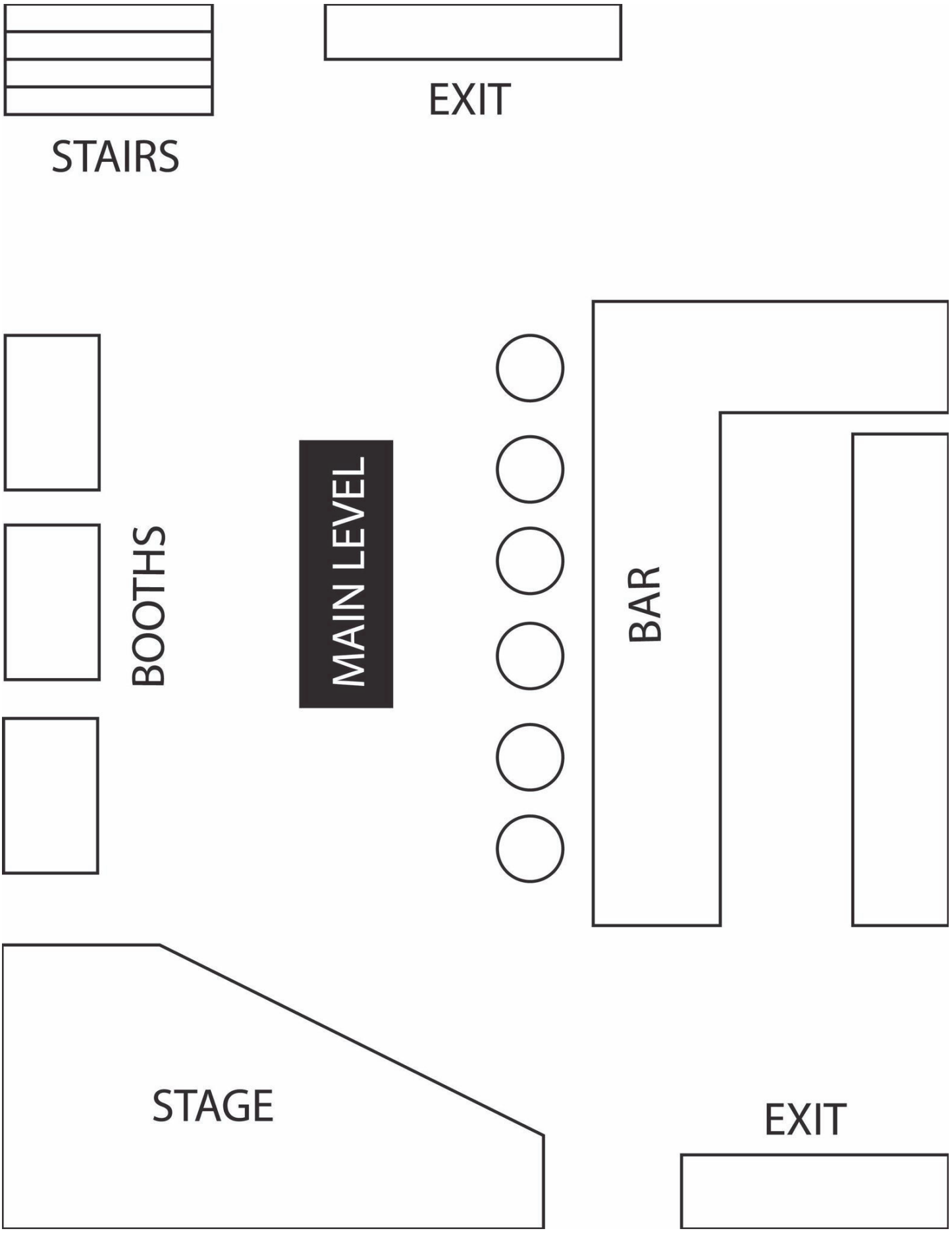
I, the undersigned, swear or affirm that:

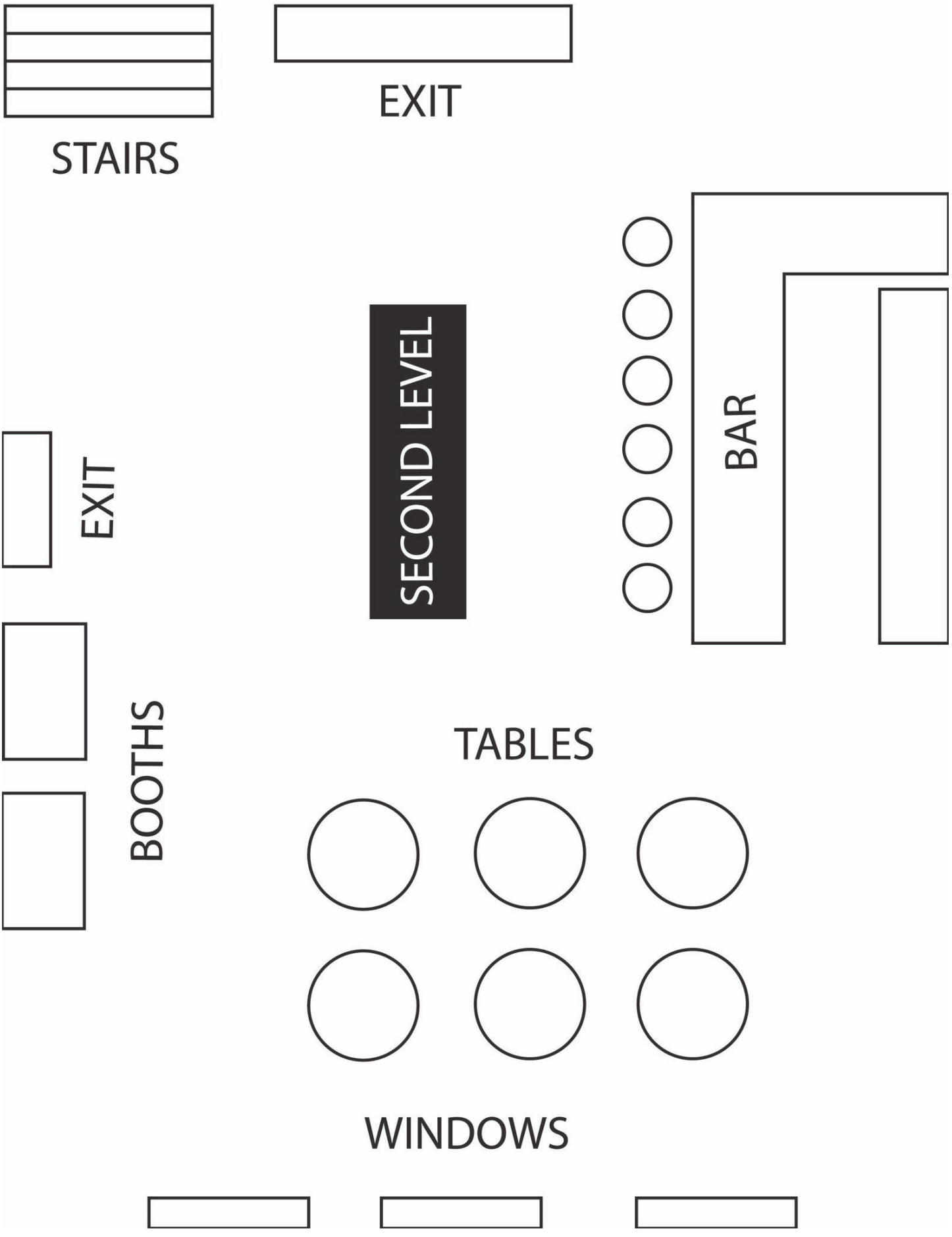
1. **I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;**
2. **I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;**
3. **All applicants of the establishment are qualified and eligible to obtain the license applied for;**
4. **I have read and understand the requirements of the City of Bloomington Code pertaining to Chapter 6: Alcoholic Beverages https://ecode360.com/34403863; and**
5. **If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.**

Tyler Porter	owner
Name (Please Print)	**Title**
[redacted]	8/18/2022
Signature	**Date**

List of owners and officers for no ceiling hospitality

- Tyler Porter
  - Ownership 60%
  - Address: [redacted] normal, il 61761
  - Age: [redacted]
- Patrick Whitaker
  - Ownership 40%
  - Address: [redacted]
  - Age: [redacted]


STAIRS
EXIT
BOOTHS
MAIN LEVEL
BAR
STAGE
EXIT


STAIRS
EXIT
SECOND LEVEL
BAR
EXIT
BOOTHS
TABLES
WINDOWS

run would start and stop in TenTac Enterprises parking lot where there were post-run activities and refreshments. She informed the Commission that Lil Beaver Brewery wanted to get involved and provide beer to participants of drinking age post- run. She assured the Commission that offering beer was a perk of the event and not the sole focus.

Commissioner Meister confirmed that alcohol would be served in the parking lot. Mrs. Haas Riley confirmed the location as the parking lot.

Commissioner Meister then asked if the Lil Beaver Staff would be BASSET trained. Mrs. Haas Riley nodded yes.

Commissioner Meister asked if the race was open to all ages and how participants would be indicated as aged 21 and over. Mrs. Haas Riley stated participants sign a race waiver that requests the age of participant. She stated that at the time of race check-in, participants would be carded and receive a wristband if aged 21 and over. She noted that all beer will be in a contained area.

Brandon Ciasnocha, Lil Beaver Brewery Representative, after being sworn, addressed the Commission.

Commissioner Meister then asked if the Lil Beaver Staff would be BASSET trained and if participants aged 21 and over would receive wristbands. Mr. Ciasnocha confirmed all staff would be BASSED trained and that participants aged 21 and over would receive wristbands.

Commissioner Meister asked for confirmation of the hours beer would be served. Mr. Ciasnocha stated they requested service from 10:00 a.m. to 2:00 p.m.

Mrs. Haas Riley stated that participants would not begin drinking until 10:00 p.m. and she stated that, in her experience, there would be little to no drinking after 1:00 p.m.

Staff had no additional questions.

Commissioner Mwilambwe asked if there was anyone present to speak for or against the application. No individuals stepped forward.

Commissioner Mwilambwe closed the Public Hearing at 4:13 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe to approve the Item as presented.

Commissioner Mwilambwe directed the Clerk to call roll:

AYES: Meister, Mwilambwe

Motion carried.

The following item was presented:

Item 5.B. Public Hearing and action on an Application from No Ceiling Hospitality, LLC, d/b/a Shake It Up Cocktail Lounge, to be located at 105 W. Front St., requesting an approval of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License , as requested by the City Clerk Department.

Commissioner Mwilambwe opened the Public Hearing at 4:13p.m.

Patrick Cox, Attorney for No Ceiling Hospitality, LLC, Patrick Wittaker, Co-Owner of No Ceiling Hospitality, LLC, and Tyler Porter, Co-Owner of No Ceiling Hospitality, LLC, were sworn in.

Mr. Cox stated that both owners were over the age of 21, U.S. citizens, never been judged disabled or convicted of a felony, and long-time residents of Bloomington. He noted that both owners also had worked in the hospitality industry for many years. He went on to explain that the Applicants planned to remodel the building for an upscale lounge with bar food.

Commissioner Meister asked if all staff will be BASSET trained. Mr. Wittaker confirmed all staff would be BASSET trained.

Commissioner Meister asked the owners to confirm the hours of operation. Mr. Wittaker stated that they initially will open from 11:00 a.m. to 2:00 p.m. for lunch service and then again from 4:00 p.m. to 12:00 p.m. (midnight) to include dinner service. He stated that depending on patronage, they would consider extending their hours. He informed the Commission that, even after the kitchen was closed for dinner, appetizers would be available.

Commissioner Meister asked what their target market would be. Mr. Wittaker stated that individuals 27 and above that had disposable income. He further explained that the target market would not include college-aged individuals but instead hopped the establishment would be a spot for, business professionals during lunch, gathering with friends for cocktails or date nights similar to other bars on Front St.

Commissioner Meister asked if there would be live music. Mr. Wittacker stated yes, however, the building currently had a tin ceiling which, in his experience, does not work well with acoustics for live bands so, instead, they would lean towards acoustic acts akin to dinner music.

Commissioner Mwilambwe asked what the full capacity would be. Mr. Wittaker stated that they have not received their certificate of occupancy but guessed that it would hold 90-110 post-remodel.

Commissioner Mwilambwe asked the number of staff to be employed. Mr. Wittaker stated that currently, two chefs were employed in addition to the two owners but, they indented to employ a total of eight front of the house and eight back of the house employees. He noted they also planned to participate in catering in the future.

Commissioner Mwilambwe asked when they planned to open. Mr. Wittaker stated they hoped to open in November 2022.

Commissioner Meister confirmed that the establishment would be for those aged 21 and over. Mr. Wittaker confirmed the establishment would be for 21 and over.

Chris McAllister, Building Official, reminded the Applicants that remodel work required building permits. Mr. Wittaker stated the only remodeling to the building that had been completed so far was repainting and new flooring.

George Boyle, Asst. Corporation Counsel, asked Mr. Wittaker what his hospitality industry experience included.

Mr. Wittaker stated that he had 19 years of hospitality industry-related experience which included delivering pizza for Monical's Pizza in high school, bartending in college while at Eastern Illinois University, then delivered beer for Lakeshore Beverage, and then bartended at Maguire's for 10 years which included management experience. He went on to state that he also assisted in opening The Pass Pub & Grill, and then worked at DR McKay's for almost two years.

The Commission and staff had no additional questions for Tyler Porter.

Commissioner Mwilambwe asked if there was anyone present to speak for or against the application. No individuals stepped forward.

Commissioner Mwilambwe closed the Public Hearing at 4:25 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe to positively recommend the Item to Council.

Commissioner Mwilambwe directed the Clerk to call roll:

AYES: Meister, Mwilambwe

Motion carried.

The following item was presented:

Item 5.C. Public Hearing and action on an Application from The Lincoln Springs Center, LLC., d/b/a The Station Saloon, located at 1611 Morrissey Dr., Unit 1, requesting an approval of a change of ownership for their Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the Public Hearing at 4:26p.m.

Paul Halvorsen, Current Member of Ownership, and William Shannon Hurt, New Member of Ownership, after being sworn in, addressed the Commission.

Mr. Hurt stated that he purchased 15% of the corporation and therefore, needed to be approved by the Liquor Commission. He stated that Lincoln Springs held a liquor license for the past five years.

Mr. Halvorsen stated that Mr. Hurt had been in the hospitality industry for over 30 years and would be an asset to the business. He stated that he endorsed him 100%.

Commissioner Mwilambwe asked if there would be any changes to the day-to-day operations. Mr. Hurt stated there would not.

Mr. Boyle asked if the sale took place in July 2022. Mr. Hurt stated it did. Commissioner Mwilambwe asked if there was anyone present to speak for or against

the application. No individuals stepped forward.

Commissioner Mwilambwe closed the Public Hearing at 4:29 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council.

Commissioner Mwilambwe directed the Clerk to call roll:

AYES: Meister, Mwilambwe

Motion carried.

Old Business

No Old Business was discussed.

New Business

No New Business was discussed.

Executive Session

CONSENT AGENDA ITEM NO. 7.X

FOR COUNCIL: October 24, 2022

WARD IMPACTED: Ward 3

SUBJECT: Consideration and action on an Application from Toastman Group II, Inc., d/b/a Egg Republic, to be located at 511 Chancellor Dr., requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses
Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: Toastman Group II, Inc. (Applicant) will be located at 511 Chancellor Dr. The Applicant has requested a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, which would allow the sale of all types of alcohol by the glass for consumption on premises seven (7) days a week. On August 22, 2022, City Council approved an Economic Incentive Agreement with the Applicant (agreement attached) in which the City agreed to reimburse 50% of both the Municipal Sales tax revenue and the Food and Beverage tax revenue to assist in the redevelopment of 511 Chancellor Dr. for five years or until they have been reimbursed a total of$158,500, whichever is sooner. The Applicant agreed to continue to operate for a period of not less than five years.

The Applicant appeared before the Liquor Commission on October 11, 2022, (draft minutes attached) where the Commission voted to positively recommend approval of the License to Council. All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on October 4, 2022, a public notice was published in The Pantagraph and 23 notices were mailed to properties within 500 feet of the applicant property.

FINANCIAL IMPACT: The current annual license fee for a Class RAS liquor license is $3,300, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 132. It is also the establishment’s responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: ED-1 Ensure a broad range of employment opportunities for all residents. ED-1.1 Focus on retention and expansion of existing businesses.

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
CLK 3B Liquor License App_Egg Republic (Class RAS)_Redacted
CLK 3C The Egg Republic_Floor Plan 2022
CLK 3D Egg Republic Econ Incentive Agreement_First_Amendment_Executed
CLK 3E Egg Republic Economic Incentive Agreement_Executed
CLK 3F DRAFT 10-11-2022 Liquor Commission - Regular Meeting - Minutes_Egg Republic

October 17, 2022

City Clerk Requirement Verification Memo

To: City Council Review

Re: Legal Name: Toastman Group II, Inc.

D/B/A Name: Egg Republic

Dear Reviewer,

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Articles of Incorporation
- Proof of Good Standing with the State of Illinois
- Proof of DBA Name Registration with the Mclean County Clerk's Office
- Financial Documentation: 2021 Federal Tax Return for Ylber and Mirie Pinjolli
- A Lease between Builder Boys of Bloomington, LLC and Toastman Group II, Inc. for the term 03/01/2022 to 02/28/2027
- Bloomington/Normal Food and Beverage Tax Registration Form

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Respectfully,

Amanda Stutsman
Deputy City Clerk

Bloomington ILLINOIS

Liquor License Application

Applicant Business Contact Information: *Please fill in your business information completely and legibly.*

Legal Entity Name (Corporate/LLC Name)	Toastman group II
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	Egg Republic
Legal Entity Address *(including City, State, and Zip)*	511 Chancellor Dr Bloomington IL
Legal Entity Phone Number	
Legal Entity Email Address	511 Chancellor Dr
Establishment Address including Zip	Bloomington IL 61704
Establishment Phone Number	
Establishment Email Address	info@eggrepublic.com
***Email Address for ALL City Communications:**	info@eggrepublic.com

Note, that **all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for **all** City Communications. It is the responsibility of the business to notify the City of any changes.*

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
Yiber Pinzolli			
Phone Number	**Email Address**		
[redacted]	[redacted]		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	**City**	**State**	**Zip**
Phone Number	**Email Address**		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	**City**	**State**	**Zip**
Phone Number	**Email Address**		

Applicants should review Chapter 6: Alcoholic Beverages (https://ecode360.com/34403863) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart

Class	Description	2020 Fees Semi	2020 Fees Annual	2021 Fees Semi	2021 Fees Annual
PA	Package Sales – All Types of Liquor *(Fee applies to all except CA, EA, RA, or TA)*	$600	$1,200	$650	$1,300
PB	Package Sales – Beer and Wine Only	$450	$900	$500	$1,000
	*(Package Sales fee for CB, EB, RB, or TB, but **no** Package Sales fee applies to CA, EA, RA, or TA)*	$112.50	$225	$150	$300
S	Sunday *(Fee applies to all except CA & CB)*	$275	$550	$300	$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Bloomington ILLINOIS

Liquor License Fee Chart (cont.)					
		2020 Fees		2021 Fees	
Class	Description	Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
CB	Clubs – Beer and Wine Only	$400	$800	$450	$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	$400	$800	$450	$900
GPB	Convenience Store (Package) – Beer and Wine Only	$450	$900	$500	$1,000
MA	Hotel/Motel – All Types of Liquor	$600	$1,200	$650	$1,300
MB	Hotel/Motel – Beer and Wine Only	$375	$750	$425	$850
RAP	Restaurant, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
RA	Restaurant – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
RB	Restaurant – Beer and Wine Only	$400	$800	$450	$900
ST	Stadium – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
TA	Tavern – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TB	Tavern – Beer and Wine Only	$400	$800	$450	$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

1. Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**
☐ **Partnership** (Date of Formation: _____)
☐ **Limited Liability Company** (LLC)
A copy of the Articles of Organization must be attached.
☑ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.

2. Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

3. ☐ Yes ☒ No ☐ N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____

Business Owner/Operator: ***(Please circle Yes (Y) or No (N) where applicable.)***

1. I verify that all owners, partners, officers, members, and majority stockholders:
   - ☒ Yes ☐ No Are 21 years of age or older.
   - ☒ Yes ☐ No Are citizens of the United States.
   - ☐ Yes ☒ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
   - ☐ Yes ☒ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
   - ☐ Yes ☒ No Have never been convicted of pandering or any other crime opposed to decency and morality.
2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
   - 2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
   - 2B ☐ Yes ☐ No Is the General Manager a resident of McLean County?
3. ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☒ Yes ☐ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

5. ☐ Yes ☒ No Is the premises for which the license is sought owned?
   5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*
   ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* restaurant
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* RA
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details.* https://ecode360.com/34837503
5. ☒ Yes ☐ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: to serve liquor
7. If approved, how would the liquor license benefit the City and its residents? employment, variety, provide choice, offer creative options
8. ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☒ Yes ☐ No **Will most of the establishment's gross revenue come from sources other than the sale of alcohol?** *If yes, what sources will such revenue be derived?* food
11. If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	7 am	3 pm
Tuesday:	↓	↓
Wednesday:	↓	↓
Thursday:	↓	↓
Friday:	↓	↓
Saturday:	↓	↓
Sunday:	↓	↓

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) Commercial area

   2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? mixed

   2B. Is the area predominately residential, are they single or multi-family homes? Single

3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* two way, no parking restrictions
4. How much additional traffic is expected to be generated with a liquor license? 20%
5. Describe any and all on- and off-street parking: no street parking
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 3

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☐ Yes ☒ No Is the establishment **eligible for a State of Illinois retail liquor dealer's license?**
4. ☒ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
   4A If yes, please explain: Jacks Café Lehigh, IL for Ylber Pinjolli
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:*
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:*
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:*
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:*

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

☐ Yes ☒ No **Sidewalk Café License** *(Downtown Area Only)* Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.

☐ Yes ☒ No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*

☐ Yes ☒ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.

☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. **I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;**
2. **I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;**
3. **All applicants of the establishment are qualified and eligible to obtain the license applied for;**
4. **I have read and understand the requirements of the City of Bloomington Code pertaining to Chapter 6: Alcoholic Beverages** https://ecode360.com/34403863**; and**
5. **If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.**

Ylber Pinjolli
Name (Please Print)

President
Title

[redacted]
Signature

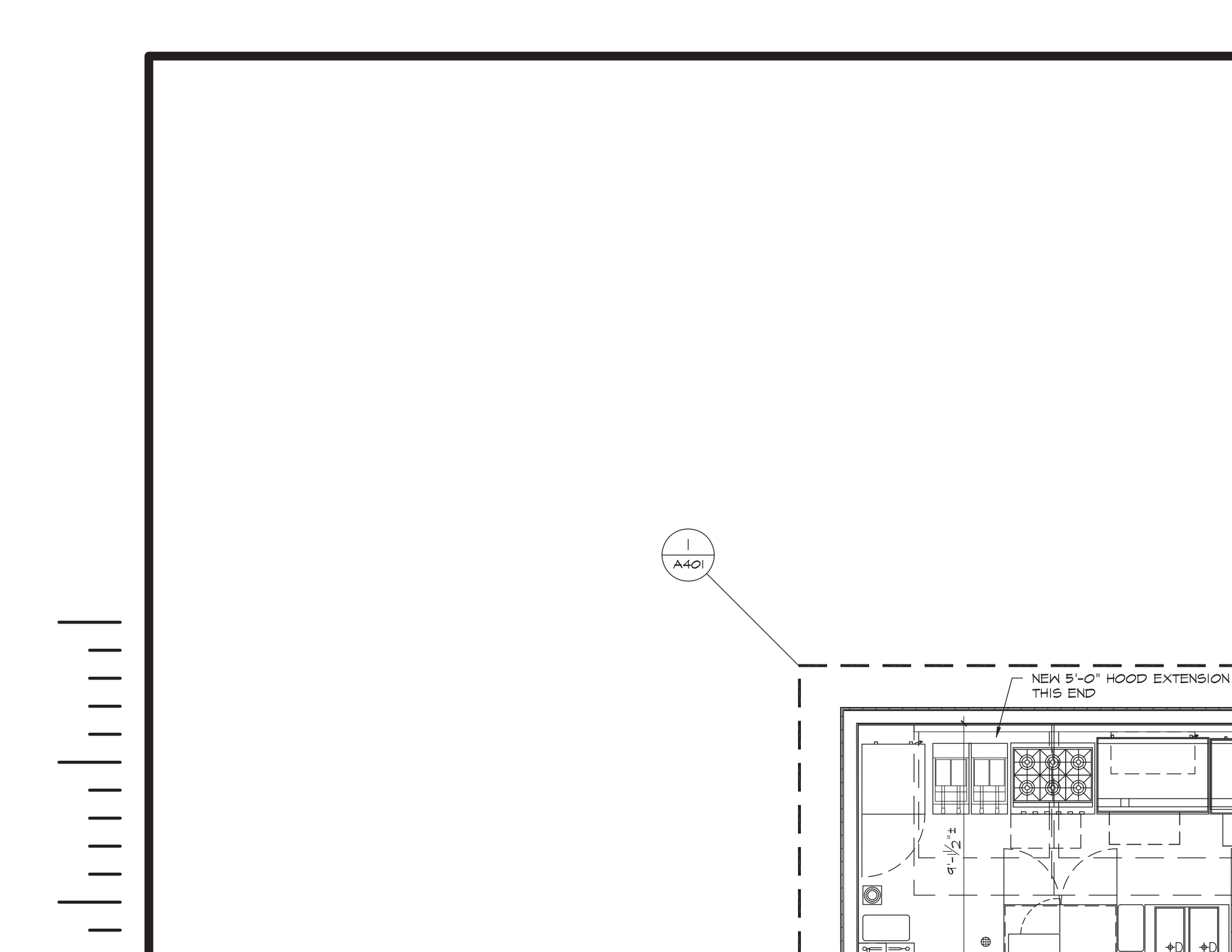
Sept 23, 2022
Date

Amanda Stutsman

From: mirie pinjolli [redacted]
Sent: Friday, September 23, 2022 3:13 PM
To: Amanda Stutsman
Subject: List of owners for egg republic

Ylber Pinjolli
Age [redacted]
[redacted]
Le Roy IL 61752
Owns 500 shares/50%

Mirie Pinjolli
Age-[redacted]
[redacted]
Le Roy IL 61752
Owns 500 shares/50%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A401
NEW 5'-0" HOOD EXTENSION
THIS END
9'-1½"±
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FIRST AMENDMENT TO ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND TOASTMAN GROUP II, INC

This First Amendment, made and entered into this 23rd day of August, 2022, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and TOASTMAN GROUP II, INC, (hereinafter "DEVELOPER"), WITNESSETH that:

WHEREAS, on April 26, 2022, an Economic Incentive Agreement ("Agreement") was made between CITY and DEVELOPER for reimbursement of 50% of both Municipal Sales tax revenue and Food and Business tax revenue to assist in the redevelopment of 511 Chancellor Drive, Bloomington, Illinois ("Subject Property"); and

WHEREAS, there has been a delay preventing DEVELOPER from receiving a certificate of occupancy for the Subject Property; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to extend the occupancy date; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendment to Agreement. Section 2(B) of the Agreement shall be amended as follows:

> "B. On or before June 30, 2022 the Developer shall present a plan to the City specifying the improvements to be made to the Subject Property for its approval and within thirty (30) days of approval by the City, the Developer shall have obtained all permits necessary pursuant to all applicable City Codes and laws of the State; commence construction of the Project in a good and workmanlike manner in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois; and, continue construction until completion and obtain a certificate of occupancy from the City on or before ~~August 31, 2022~~October 31, 2022."

3. Amendment to Agreement. Sections 2(C)of the Agreement shall be amended as follows:

> "C. The Developer covenants and agrees to renovate the Subject Property in order to open the Business, to be called Egg Republic, on or before ~~August 31, 2022~~October 31, 2022, unless delayed by Force Majeure as described in Section 6 and further covenants and agrees to continue to operate for a period not less than five (5) years."

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4. In all other respects the Economic Incentive Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for Economic Incentive in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

TOASTMAN GROUP II, INC

By: _____
Its Representative

ATTEST:

By: _____
Its Secretary

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ECONOMIC INCENTIVE AGREEMENT
by and between
THE CITY OF BLOOMINGTON, ILLINOIS
and
Toastman Group II, Inc

THIS ECONOMIC INCENTIVE AGREEMENT is entered into this 26th day of April 2022, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the "*City*"), and Toastman Group II, Inc., doing business as Egg Republic (the "*Developer*").

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6a) of the Constitution of the State of Illinois of 1970 and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Mayor and City Council (the "*Corporate Authorities*") have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business and housing in order to enhance the City's tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and,

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, deteriorating

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buildings and/or deteriorating common areas; which factors, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and,

WHEREAS, the City has determined that the area located in the vicinity of S. Hershey Rd and Illinois State Route 9, is an important commercial center of the City and its appearance and operations are essential to the business strength of the City; and,

WHEREAS, the Developer has entered into a lease agreement for a term of no less than five (5) years for the property located at 511 Chancellor Drive, Bloomington, Illinois (the "*Subject Property*") and has approached the City with a proposal to redevelop the Subject Property, which has been vacant for several years for the purpose of redeveloping the building into a breakfast and lunch restaurant (the *"Business");* and,

WHEREAS, the Developer has advised the City that in order to proceed to redevelop the Subject Property, it shall be required to undertake substantial improvements thereto (the "*Project*"), thereby incurring extraordinary costs and has requested financial assistance from the City due to such extraordinary costs; and,

WHEREAS, the Corporate Authorities have reviewed the proposal from the Developer and the commitments to undertake the Project on the part of the Developer and have determined that it is in the best interest of the City and the health, safety and welfare of its residents, for the City to provide some financial assistance to the Developer for the extraordinary costs to be incurred in connection with the Project, upon the terms, conditions and limitations as hereinafter set forth.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

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Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as though restated in this Section.

Section 2. Obligations of the Developer.

A. On or before May 31, 2022 the Developer covenants and agrees to deliver to the City an executed lease for the Subject Property for a term of no less than five (5) years.

B. On or before June 30, 2022 the Developer shall present a plan to the City specifying the improvements to be made to the Subject Property for its approval and within thirty (30) days of approval by the City, the Developer shall have obtained all permits necessary pursuant to all applicable City Codes and laws of the State; commence construction of the Project in a good and workmanlike manner in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois; and, continue construction until completion and obtain a certificate of occupancy from the City on or before August 31, 2022.

C. The Developer covenants and agrees to renovate the Subject Property in order to open the Business, to be called Egg Republic, on or before August 31, 2022, unless delayed by Force Majeure as described in Section 6 and further covenants and agrees to continue to operate for a period not less than five (5) years.

D. Developer covenants that an investment of approximately $792,500.00 shall be made to renovate the Project and commence operation of the Business.

E. Developer covenants and agrees, throughout the term of this Agreement to maintain the Subject Property and operate the Business in conformance with all applicable City Codes and laws of the State of Illinois.

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F. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq*. (the "*Prevailing Wage Act*"), if and to the extent the Developer's receipt of funds from the City pursuant to this Agreement causes the Developer to become subject to the Prevailing Wage Act.

Section 3. Obligations of the City to Reimburse the Developer.

A. Provided that the Developer has satisfied the requirements as stated in Section 2 and commenced construction and obtaining a certificate of occupancy for the Business on or before August 31, 2022, the City hereby covenants and agrees to annually reimburse the Developer in amounts equal to fifty percent (50%) of the Municipal Sales Tax revenue and fifty percent (50%) of the Food & Beverage Tax revenue (together known as the "*Tax Revenue*") generated by the project and collected by the Illinois Department of Revenue from "Egg Republic" over a period not to exceed (i) $158,500 or (ii) 5 years, whichever comes sooner. The first rebate being March 31, 2023, for Tax Revenue for the 2022 calendar year. It is understood and agreed that the sales taxes to be rebated shall include Municipal Use and Occupation Taxes distributed to the City by the Illinois Department of Revenue pursuant to the Use Tax Act and the Retailers' Occupation Tax Act of the State of Illinois (the "Municipal Sales Tax") and the sales taxes remitted by the Developer directly to the City (Prepared Food & Beverage Tax and Package Liquor Tax) (the "Food and Beverage Tax"). The rebate to the Developer on or before March 31, 2023, shall include Tax Revenue generated by the Business and distributed to the City for calendar year 2022.

B. In no event shall the taxes generated by any other restaurant operated by the Developer or transferred to the City from any other Illinois Business Tax number be included when calculating the Tax Revenue.

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C. The first payment shall be made to the Developer on or before March 31, 2023 and annually on or before March 31st each year thereafter of Tax Revenue distributed to the City for the prior calendar year until the first to occur (i) the Developer has received a total of $158,500; or (ii) the Developer has received the Tax Revenue accrued for the period ending August 31, 2027, payable March 31, 2028.

D. In the event the Developer ceases to operate the Business at the Subject Property at any time during the term of this Agreement, other than a temporary cessation of operations for reasonable business purposes such as remodeling or as a result of a Force Majeure, the Developer covenants and agrees to repay the City for amounts paid by the City under the terms of this Agreement according to the following schedule:

Year of Termination of Operations	Percentage of Prior Amounts Received by Developer to be Repaid to City
2022	100%
2023	100%
2024	80%
2025	60%
2026	40%
2027	20%

E. The City shall treat this Agreement as an agreement to share or rebate occupation taxes and shall timely comply with the reporting requirements of 65 ILCS § 5/8-11-21.

Section 4. Term.

Unless earlier terminated pursuant to Section 15 hereof, the term of this Agreement shall commence on May 31, 2022 and shall run until the first to occur of (i) the Developer receiving total payments from the City in the amount of $158,500, or (ii) March 31, 2028.

Section 5. No Liability of City to Others for Developer's Expenses.

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The City shall have no obligations to pay costs of the Project or to make any payments to any person other than the Developer, or its successors or assigns, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the construction and development of the Project.

Section 6. Time; Force Majeure.

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of such party's obligations to be performed under this Agreement, if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events occurs or either party claims that such an event occurred, the party to whom such claim is made shall investigate and consult with the party making such claim, and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 7. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld.

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Section 8. Developer Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer, or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor, agent, or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer, or materialman, from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer, or one of its subcontractors, agents, or employees). The Developer shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials, or employees in any such action, the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees, or contractors.

Section 9. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

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Section 10. Severability.

If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement, or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 11. Notices.

All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party, or an officer, agent, or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

ALL ABOUT CO
420 PODLIN DR
FRANKLIN PARK IL 60131
p: 312-823-9590
email: sarandas03@yahoo.com

With a copy to: _____

_____

_____

To the City:

Tim Gleason, City Manager
City of Bloomington
115 E. Washington St.
Bloomington, Illinois 61701

With copies to:

Kathleen Field Orr
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

City of Bloomington
Attn: Legal Department
115 E. Washington St.
Bloomington, IL 61701

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Section 12. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 13. No Joint Venture, Agency, or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 14. No Discrimination – Construction.

The Developer, or its successors or assigns, agrees that with respect to the development of the Project it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the City, setting forth the provisions of this nondiscrimination clause.

Section 15. Remedies – Liability.

(a) If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating any failure on the

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Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer has shown diligent efforts to proceed with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement.

(c) If prior to completion of the Project, any voluntary or involuntary petition or similar pleading under any section of any bankruptcy or insolvency act shall be filed by or against the Developer; or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts; or the Developer makes an assignment for the benefit of its creditors; or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property; the City may elect, but is not required to, terminate this Agreement with or without notice, to the extent

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permitted by law and enforceable under applicable federal bankruptcy laws. At such time, repayment by the Developer of funds issued by the City as outlined in Section 3(D) shall commence. In order to terminate this Agreement for any reason described in this sub-section (c), the City's sole obligation shall be to record a Certificate of Default with the McLean County Recorder's Office, executed by the Mayor or the City Manager, stating that this Agreement is terminated pursuant to the provisions of this Section 16(c), in which event this Agreement shall *ipso facto* automatically become null and void and of no further force and effect.

(d) If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City has shown diligent efforts to proceed with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(e) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct, or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to, the equitable remedy of an action for specific performance; provided, however, no recourse for any claim under or upon any obligation contained in this Agreement shall be had

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against the City, its officers, agents, attorneys, representatives, or employees, in any amount or in excess of any specific sum agreed to be paid by the City pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives, or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

(f) The rights and remedies of the parties are cumulative and the exercise by a party of one or more such rights or remedies shall not preclude the exercise, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

(g) This Agreement and all matters pertaining hereto shall be governed by Illinois law and any dispute arising therefrom shall be litigated in McLean County, Illinois, the county wherein the Subject Property is located.

Section 16. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the City approving the amendment, as provided by law, and by execution of the amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the Project.

Section 17. Freedom of Information Act.

This Agreement is subject to the Freedom of Information Act (FOIA).

Section 18. Counterparts.

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This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

City of Bloomington, McLean County, an Illinois municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

Toastman Group II, Inc an Illinois Incorporated Business

By: _____
President

Attest:

_____
Secretary

The following item was presented:

Item 5.C. Consideration and action to approve an Application from Toastman Group II, LLC, d/b/a Egg Republic, to be located at 511 Chancellor Dr., requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the public hearing at 4:39 p.m.

Yiber "John" Pinjolli, Owner of Toastman Group II, LLC, and Mirie Pinjolli, Owner of Toastman Group II, LLC, after being sworn in, addressed the Commission. Mr. Pinjolli stated they were excited to open in Bloomington and explained he and his family have operated a restaurant in LeRoy since 2008 that was family -orientated and community-orientated which served breakfast, lunch and dinner. He stated that in 2016, they remodeled a room in the restaurant to add a small bar. He stated that with their new restaurant in Bloomington, they wanted to add a bar as well to create a good atmosphere.

Commissioner Mwilambwe asked what the hours of operation would be. Mr. Pinjolli stated Egg Republic would be open from 7:00 a.m. to 3:00 p.m.

Commissioner Mwilambwe noted dinner would not be served and asked when alcohol will be served. Mr. Pinjolli stated alcohol would be served from 7:00 a.m. to 3:00 p.m. for breakfast and lunch. He stated Egg Republic would be family orientated and they would promote brunch, bloody marys, mimosas, and champagne.

Commissioner Meister asked if the staff would be BASSET trained. Mr. Pinjolli stated that all staff, including himself, would be BASSET trained as well as certified food handlers.

Commissioner Meister asked the 7:00 a.m. to 3:00 p.m. hours of operation were seven days a week. Mr. Pinjolli stated that was correct.

Commissioner Mwilambwe asked the number of employees. Mr. Pinjolli stated that his current restaurant (Jack's Cafe) was 25 -30 so, with shortened hours, he anticipated 20 - 25 employees.

Commissioner Mwilambwe asked what the capacity was for Egg Republic. Mr. Pinjolli estimated seating for 120 - 130.

Commissioner Mwilambwe asked if there would be a resident in management. Mr. Pinjolli stated he hired a consultant that would be the bar manager and would craft cocktails and train staff.

Staff had no additional questions for the applicant.

Commissioner Mwilambwe asked if there was anyone present to speak for or against the application. No individuals stepped forward.

Commissioner Mwilambwe closed the Public Hearing at 4:45 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe to positively recommend the Item to Council.

Commissioner Mwilambwe directed the Clerk to call roll:

AYES: Meister, Mwilambwe

Motion carried.

REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the early termination (approx. 11.5 months early) of the existing Agreement with Axon Enterprises, Inc. and the approval of a new five-year (beginning January 1, 2023) fixed annual cost Agreement with Axon Enterprises, Inc., as a limited source, as requested by the Police Department.

RECOMMENDED MOTION: The existing Agreement be canceled, the new Agreement approved, and the City Manager be authorized to execute all necessary documents.

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: Since 2003, the Police Department has used Taser Conducted Energy Weapons manufactured by Axon Enterprise, Inc., most recently purchasing 125 Tasers in 2017 in a separate five-year contract, budgeting $39,000 annually for the contract, and an additional $17,400 annually for supplies (cartridges and batteries). At the end of September 2022, these 125 Tasers reached the end of the manufacturer guaranteed reliability window of 5 years. They are no longer under warranty and need to be replaced to ensure proper operation, retain product liability and performance coverage by Axon.

In November of 2018, the Bloomington City Council voted to enter into a five-year agreement with Axon Enterprises, Inc. to provide Body Worn Cameras, Squad Car Cameras, and a cloud based digital evidence storage and management system, known as Evidence.com. Evidence.com is a secure-data storage cloud which also provides numerous time-saving tools for managing large amounts of digital data effectively, intuitively, and efficiently. This cloud storage is Federal Bureau of Investigations (FBI) Criminal Justice Information Security (CJIS) compliant and provides the digital security and redundancy necessary without further tasking our officers and civilian staff. Evidence.com currently has over 250,000 pieces of digital evidence stored for the City. The system has performed very well, assisted in creating efficiencies and significant management improvements for digital evidence, along with reliable technical support from Axon. The Police Department is very satisfied with this service as well as the City's Information and Technology Department (IT). The current 2018 agreement expires in November of 2023.

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

Interview, along with Axon mobile device applications streamline the upload of video and other digital evidence to Evidence.com. The result of this interaction is improved departmental productivity and efficiency by allowing significant time savings. Integrating systems is the key to managing them without becoming overly burdened by numerous manual steps and redundancies to protect the integrity of evidence. There are currently over 250,000 digital exhibits stored in Evidence.com which due to its filing and organizational structures, the exhibits are easily retrieved, shared, and accounted for.

Axon Body Worn Cameras, Axon Fleet Squad Car Video System, Evidence.com, Axon Mobile management apps and Tasers are currently deployed to all sworn officers and Evidence.com is also used by some non-sworn personnel for digital evidence management and sharing with the prosecutor's office and other law enforcement partners. Employees are familiar and comfortable with this system because they have been using it daily for the last four years or more.

In addition to addressing the immediate need to update our Tasers, the early termination and subsequent 5-year new contract is estimated to save the City over $750,000 by not waiting for November of 2023 based on predicted costs increases. There are also some discounts being offered as an incentive (see attached quote-Source: Axon).

The terms of the new five-year contract are:
* Begins January 1, 2023
* Total five-year cost is $1,923,200.67
* First year cost to the current fiscal year is $384,640.47
* Annual cost for years two to five is $384,640.05

The proposed new five-year contract will include:
* 128 Body Worn Cameras to supply our authorized sworn staffing
  * This is 28 more cameras than the original contract provided
* 37 Squad Car Camera Systems
* 128 Tasers (Taser 7's, the latest in technology and management)
  * Unlimited Duty Cartridges
  * Batteries are included in the agreement
  * Large supply of training supplies, which can be supplemented with additional ala carte purchases if needed
*Unlimited cloud storage for all digital exhibits (a huge benefit, the initial agreement only included approximately 6TB, we added another six last fiscal year)
*8 interview rooms in the department to upgrade current failing system
    * Will upgrade current interview system to Axon Products
      * Current system dates back to 2009 and must be upgraded as its dependability is unpredictable and has ongoing issues (Source: City of Bloomington Information and Technology Department)
    * Will integrate directly with Evidence.com
* Auto tagging (automatically files and labels the thousands of videos generated, keeping personnel free to perform other duties)
* Auto replacement/updating of hardware on a schedule of Day 1, 30 months, and 60 months for Body Worn Cameras; Day 1 and 60 Months for In-Car Video
* Axon Citizen which provides with the ability to upload their digital evidence to pending cases

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The PSCRB was in support of the 2018 initiative and recently voiced their continued support.

The States Attorney's Office has been very pleased with use of the Evidence.com along with the efficiencies and expeditious sharing of digital evidence, the State's Attorney also utilizes Axon Prosecutor access, which further facilitates and streamlines data exchange.

The IT department is in full support of this proposal for many of the reasons identified in the background section including the efficiencies and experience with Axon over the last four years.

FINANCIAL IMPACT: If approved, the payment for year 1 of the new agreement totaling $384,640.47 will be paid out of the Police-Repair/Maintenance Office & Computer Equipment account (10015110-70530). Going forward, Police will include in their annual budget, $384,640.05 each year for years 2 through 5 of the agreement in their FY 2024-FY 2027 budget submissions. Although the total cost of this new agreement is not included in the FY 2023 Operating Budget, the savings vs. increases if we wait and efficiencies, both explained in the background section, are timely and warranted. If necessary, at year end, a budget transfer will be processed, or a budget amendment would be brought to City Council for consideration. In addition, Cannabis Use Tax revenues (which are allocated per capita and not related to the additional 3% Retailer's Occupation Tax (ROT) approved by City Council) are being used to offset the cost. These revenues for FY 2023 are budgeted at $125,000 and are only expected to increase with additional dispensaries opening throughout the State of Illinois. Stakeholders can locate the Police Budget in FY 2023 Budget Book titled "Budget Overview & General Fund" beginning on page 221.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Ken Bays, Assistant Police Chief

ATTACHMENTS:
PD 1B AGREEMENT Axon MSPA - 2022
PD 1C Axon Five Year Quote, annual breakdown
PD 1D Axon Sole Source_BloomigntonPD_September2022
PD 1E Sole-Limited Source Justification Axon

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Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("Renewal Term"), unless written notice of non-renewal is provided at least 60 days prior to the beginning of the renewal term. For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 45 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty; Disclaimer**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's**

warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.2. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.

7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.3. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied.

7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed $1,000,000.00. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.5. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the attached Axon Online Support Platforms Terms of Use Appendix.

7.6. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.7. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

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11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance with limits of at least ONE MILLION DOLLARS and no/100 ($1,000,000.00) each. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will make reasonable efforts to provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement. Axon recognizes that Agency is a municipality and, therefore, may be obligated to release this contract or additional related information per the Freedom of Information Act (FOIA). Such release will not constitute a default under this Agreement.

18. **General**.

    18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

    18.2. **Indemnity.** The Vendor agrees to indemnify and hold harmless and defend Agency, officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property

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damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement to the extent based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case.

18.3. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.4. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.5. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.6. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.7. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations upon notice to Agency: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.8. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.9. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.10. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.11. **Governing Law**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.12. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Axon Enterprise, Inc.	
Signature: DocuSigned by: Robert E Driscoll 55DAEBB131A4424...	Signature:
Name: Robert E Driscoll	Name:
Title: VP, Assoc. General Counsel	Title:
Date: 10/11/2022 | 11:16 AM MST	Date:

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Axon Cloud Services Terms of Use Appendix

Definitions.

1.1. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

1.2. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

1.3. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

1.4. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Access. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

Agency Responsibilities. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

1.5. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

1.6. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

Privacy. Agency's use of Axon Cloud Services is subject to the attached Axon Cloud Services Privacy Policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

Axon Body 3 Wi-Fi Positioning. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can

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manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

Storage. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

Location of Storage. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency. Axon will guarantee that third-party subcontractors provide the same level of security for Agency Content.

Suspension. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

Axon Cloud Services Warranty. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, attached..

Axon Records. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

1.7. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")

1.8. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

1.9. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

1.10. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.

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Axon Cloud Services Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

1.11. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

1.12. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

1.13. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

1.14. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

1.15. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

1.16. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

1.17. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

After Termination. Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

Post-Termination Assistance. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

U.S. Government Rights. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

Survival. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need

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• Troubleshoot IT issues with Axon Evidence and Axon Dock (“**Dock**”) access
/Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

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Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

12. **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

13. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

14. **Background Checks.** Axon shall conduct, or has conducted, to the extent permissible by law, background checks on all employees, representatives or agents hired who have access to, or may have access to, any Customer facility for the purpose of delivering, maintaining, servicing, or removing equipment and/or Products, to ensure such employees have not been convicted of any felony and are eligible to work within the United States. Axon agrees not to use any employee or potential employee failing to meet the above criteria to provide Services to Agency under this Agreement. Any breach of Axon's background check obligations will give Agency

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the right to terminate this Agreement immediately.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term**. OSP 7 begins on the date specified in the Quote ("**OSP 7 Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

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9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

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7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the “fast indexing” method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency’s rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon’s notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.t

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency’s computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department’s list of Specially Designated Nations or the U.S. Department of Commerce’s Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software

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provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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Axon Online Support Platforms Terms of Use Appendix
Title: Axon Online Support Platforms Terms of Use Appendix (online)
Department: Legal
Version: 1.0
Release Date: 6/6/2022
Axon Online Support Platforms Terms of Use Appendix
1 Definitions.
“Axon Online Support Platforms” means Axon Academy and MyAxon.
“Axon Academy” means Axon’s Customer learning management system on absorblms.com, and other related offerings, including, without limitation, interactions between Axon Academy and Axon Products.
“MyAxon” means Axon’s Customer support portal hosted on salesforce.com and other related offerings, including, without limitation, interactions between MyAxon and Axon Products.
“Axon Online Customer Content” means
a) “Academy Customer Content” is data uploaded into, ingested by, or created in Axon Academy within Customer’s tenant, including training materials, media or multimedia uploaded into Axon Academy by Customer. Academy Customer Content excludes Academy Non-Content Data.
b) “MyAxon Customer Content” means data uploaded into, ingested by, or created in MyAxon within Customer’s tenant, including, without limitation, media or multimedia uploaded into MyAxon by Customer. MyAxon Customer Content excludes MyAxon NonContent Data.
“Axon Online Non-Content Data” means
a) “Academy Non-Content Data” is data, configuration, and usage information about Customer’s Axon Academy tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Academy. Academy Non-Content Data includes data about users captured during account management and customer support activities. Academy Non-Content Data does not include Academy Customer Content.
b) “MyAxon Non-Content Data” is data, configuration, and usage information about Customer’s MyAxon tenant, Axon Devices and client software, and users that is transmitted or generated when using MyAxon. MyAxon Non-Content Data includes data about users captured during account management and customer support activities. MyAxon NonContent Data does not include MyAxon Customer Content.
“Axon Support Materials” means material(s) or content(s) made available by Axon to Customer within MyAxon or Axon Academy.
“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2 Access. Upon Axon granting Customer a subscription to Axon Online Support Platforms, Customer may access and use Axon Online Support Platforms to store and manage Axon Online Customer Content.
3 Customer Owns Axon Online Customer Content. Customer controls and owns all right, title,
Axon Online Support Platforms Terms of Use Appendix
Title: Axon Online Support Platforms Terms of Use Appendix (online)
Department: Legal
Version: 1.0
Release Date: 6/6/2022

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and interest in Axon Online Customer Content. Except as outlined herein, Axon obtains no interest in Axon Online Customer Content, and Axon Online Customer Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting Axon Online Customer Content. Axon will only have access to Axon Online Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Axon Online Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of Axon Online Support Platforms and other Axon Products.

4 Security. Axon will implement commercially reasonable and appropriate measures to secure Axon Online Customer Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Online Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection.

5 Customer Responsibilities. Customer is responsible for (a) ensuring Customer owns Axon Online Customer Content; (b) ensuring no Axon Online Customer Content or Customer end user's use of Axon Online Customer Content or Axon Online Support Platforms violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Online Support Platforms. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Online Support Platforms.

Customer will also maintain the security of end usernames and passwords and security and access by end users to Axon Online Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Online Support Platforms meets applicable Customer policies, regulations, and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Axon Online Customer Content, or if account information is lost or stolen.

6 Privacy. Customer's use of Axon Online Support Platforms is subject to the Axon Online Support Platforms Privacy Policy, a current version of which is available at https://www.axon.com/legal/axon-online-support-platforms-privacy-policy. Customer agrees to allow Axon access to Axon Online Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including Axon Online Support Platforms and related services; and (c) enforce this Agreement or policies governing the use of Axon Products. Data controlled by Absorb Software Inc. is subject to the Absorb LMS Privacy Policy. Data controlled by Salesforce.com, Inc. is subject to the Salesforce.com Privacy Policy.

7 Location of Storage. Axon may transfer Axon Online Customer Content and Axon Online NonContent Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Axon Online Customer Content and Axon Online Non-Content Data. For all customers, Axon will Process including store Axon Online Customer Content and Axon Online NonContent Data within the United States. Ownership of Axon Online Customer Content remains with Customer. Customer acknowledges that Processing, including storage, of Axon Online Customer Content and Axon Online Non-Content Data will be in the United States.

8 Suspension. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Online Support Platforms immediately upon notice, if Customer or end user's use of or registration for Axon Online Support Platforms may (a) pose a security risk to Axon Products including Axon Online Support Platforms, or any third-party; (b) adversely impact Axon Online Support Platforms, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

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Axon Online Support Platforms Terms of Use Appendix
Title: Axon Online Support Platforms Terms of Use Appendix (online)
Department: Legal
Version: 1.0
Release Date: 6/6/2022

Customer remains responsible for all fees incurred through suspension. Axon will not delete Axon Online Customer Content because of suspension, except as specified in this Agreement.

9 Axon Online Support Platforms Warranty. Axon disclaims any warranties or responsibility for data corruption or errors which occur on Axon Online Support Platforms.

10 Axon Online Support Platforms Restrictions. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

10.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Online Support Platforms;

10.2 reverse engineer, disassemble, or decompile Axon Online Support Platforms or apply any process to derive any source code included in Axon Online Support Platforms, or allow others to do the same;

10.3 access or use Axon Online Support Platforms with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

10.4 use trade secret information contained in Axon Online Support Platforms, except as expressly permitted in this Agreement;

10.5 access Axon Online Support Platforms to build a competitive product or service or copy any features, functions, or graphics of Axon Online Support Platforms;

10.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Online Support Platforms; or

10.7 use Axon Online Support Platforms to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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AXON CLOUD SERVICES SERVICE LEVEL AGREEMENT
Last Updated: September 11th, 2019

This Service Level Agreement (**SLA**) is a policy governing the use of Axon's Service Offerings (**Service Offerings**) under the terms of the Master Service Purchasing Agreement (**MSPA**) between Axon Enterprise (**Axon, us or we**) and users of Service Offerings (**you**). This SLA applies separately to each agency account using the Service Offerings. Unless otherwise provided in this SLA, this SLA is subject to the terms of the MSPA and capitalized terms have the meaning specified in the MSPA. We reserve the right to change the terms of this SLA in accordance with the MSPA. **By using Axon Cloud Services you agree that you have read and understand this SLA and you accept and agree to be bound by the following terms and conditions.**

Definitions

- **"Downtime"** are periods of time, measured in minutes, in which the Service Offering is Unavailable to you. Downtime does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described in Exclusions
- **"Incident"** a period of time in which you experience Downtime
- **"Maximum Available Minutes"** is the total accumulated minutes during a Service Month for the Service Offering
- **"Monthly Uptime Percentage"** is (Maximum Available Minutes - Downtime) / Maximum Available Minutes * 100
- **"Scheduled Downtime"** are periods of time, measured in minutes, in which the Service Offering is unavailable to you and in which the period of time falls within scheduled routine maintenance or planned maintenance timeframes
- **"Service Month"** is a calendar month at Coordinated Universal Time (UTC)
- **"Unavailable"** and **"Unavailability"** is when the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

Service Level Objective
We will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time.

Guaranteed Service Level & Credits
If we fail to make the Service Offering available to the defined Monthly Uptime Percentage availability levels, you may be entitled to Service Credits. Service Credits are awarded as days of Service Offering usage added to the end of the Service Offerings subscription term at no charge to you.

MONTHLY UPTIME PERCENTAGE	SERVICE CREDIT IN DAYS
Less than 99.9%	

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3	
Less than 99.0%	
7	

Requesting Service Credits
In order for us to consider a claim for Service Credits, you must submit the claim to Axon Customer Support including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

Service Maintenance

- Maintenance will take place according to our prevailing Maintenance Schedule.
- Maintenance periods may periodically result in the Service Offerings being Unavailable to you. Downtime falling within Scheduled Routine or Planned maintenance is Scheduled Downtime and is not eligible for Service Credits.
- Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by us. Emergency maintenance falling outside Scheduled Routine or Planned maintenance is eligible for Service Credits

Terms
We must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty five (45) days of receipt. You must be in compliance with all Axon agreements in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to the end of your Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.

Exclusions
The Service Level Agreement does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Evidence.com performance issues: (a) caused by factors outside of our reasonable

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control, including any force majeure event, terrorism, sabotage, virus attacks, or Internet access or related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside our direct control); (b) that result from any actions or inactions of you or any third party; (c) that result from your communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received from you, or any other data issues related to the communication or data received from or through you; (d) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from our suspension and termination of your right to use the Service Offerings in accordance with the MSPA.

AXON CLOUD SERVICES PRIVACY POLICY
Last Updated: August 9th, 2021

*This Axon Cloud Services Privacy Policy ("**Policy**") applies only to the information that Axon Enterprise, Inc. ("**Axon**") collects and you or your employer (collectively, "**Customer**") provide to Axon in connection with Customer's use of Axon Cloud Services (as defined below). Axon's marketing sites and other public websites are governed by the Axon Privacy Policy. Usage of Axon Citizen is governed by the Axon Citizen Privacy Policy.*

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Unless otherwise provided in this Policy, this Policy is subject to the terms of the Master Services Purchasing Agreement, or other similar agreement, if any, between Axon and Customer ("**Agreement**"). To the extent this Policy contains terms and conditions that differ from those contained in the Agreement, the Agreement shall control. A concept or principle covered in this Policy shall apply and be incorporated into all other provisions of the Agreement in which the concept or principle is also applicable, notwithstanding the absence of any specific cross-reference thereto. All capitalized and defined terms referenced, but not defined, in this Policy shall have the meanings assigned to them in the Agreement.

Axon complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework ("Privacy Shield") as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, the United Kingdom, and Switzerland to the United States in reliance on Privacy Shield. Axon has certified to the U.S. Department of Commerce that it adheres to the Privacy Shield Principles with respect to such information. If any conflict exists between the terms of this Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit https://www.privacyshield.gov/.

By using Axon Cloud Services, Customer acknowledges that Customer has read and understand this Policy and Customer agrees to be bound by its terms and conditions. Axon may occasionally update this Policy, provided that such changes shall not materially affect Customer's obligations under the Agreement. When Axon posts changes, Axon will revise the "last updated" date at the top of this page. Customer's continued use of Axon Cloud Services will signify Customer's agreement and acceptance to any such changes.

Definitions

- "**Axon Cloud Services**" means Axon's web services hosted on evidence.com including **Axon Evidence**, **Axon Records,** and **Axon Dispatch**, and other related offerings, including, without limitation, interactions between Axon Cloud Services and Axon Products (as defined below).
- "**Axon Products**" means:
  (1) Axon Cloud Services;
  (2) devices sold by Axon (including, without limitation, conducted energy weapons, cameras, sensors, and docking systems) (collectively, "**Axon Devices**");
  (3) other software offered by Axon (including, without limitation, Axon Capture, Axon Evidence SYNC, Axon Device Manager, Axon View, Axon Interview, Axon Commander, Axon Uploader XT, and Axon View XL) (collectively, "**Axon Client Applications**"); and
  (4) ancillary hardware, equipment, software, services, cloud-based services, documentation, and software maintenance releases and updates. Axon Products do not include any third-party applications, hardware, warranties, or the 'my.evidence.com' services.
- "**Customer Data**" means:
  (1) "Customer Content", which means data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including, without limitation, media or multimedia uploaded into Axon Cloud Services by Customer ("Evidence"); and
  (2) "Non-Content Data", which means:
  (a) "Customer Entity and User Data", which means Personal Data and non-Personal Data regarding Customer's Axon Cloud Services tenant configuration and users;
  (b) "Customer Entity and User Service Interaction" Data which means data regarding Customer's interactions with Axon Cloud Services and Axon Client Applications;
  (c) "Service Operations and Security Data", which means data within service logs, metrics and events and vulnerability data, including, without limitation: (i) application, host, and infrastructure logs; (ii) Axon Device and Axon Client Application logs; (iii) service metrics and events logs; and (iv) web transaction logs;
  (d) "Account Data", which means information provided to Axon during sign-up, purchase, or

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administration of Axon Cloud Services, including, without limitation, the name, address, phone number, and email address Customer provides, as well as aggregated usage information related to Customer's account and administrative data associated with the account; and (e) "Support Data", which means the information Axon collects when Customer contacts or engages Axon for support, including, without limitation, information about hardware, software, and other details gathered related to the support incident, such as contact or authentication information, chat session personalization, information about the condition of the machine and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, and error-tracking files.

For purposes of clarity, Customer Content does not include Non-Content Data, and Non-Content Data does not include Customer Content.

- **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data (as defined below).
- **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- **"Data Exporter"** means the Data Controller who transfers the Personal Data.
- **"Data Importer"** means the Data Processor who agrees to receive from the Data Exporter Personal Data intended for processing on Data Exporter's behalf after the transfer in accordance with the Agreement and who is not subject to a third country's system ensuring adequate protection with in the meaning of the General Data Protection Regulation (EU) 2016/679 of the European Parliament ("**GDPR**")
- **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- "**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- **"Sub-processor"** means any processor engaged by the Data Importer or by any other sub-processor of the Data Importer who agrees to receive from the Data Importer or from any other sub-processor of the Data Importer Personal Data exclusively intended for processing activities to be carried out on behalf of the Data Exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract.

Axon's Role

Axon is a Data Processor of Customer Content. Customer controls and owns all right, title, and interest in and to Customer Content and Axon obtains no rights to the Customer Content. Customer is solely responsible for the uploading, sharing, withdrawal, management and deletion of Customer Content. Customer grants Axon limited access to Customer Content solely to provide and support Axon Cloud Services to and for Customer and Customer's end-users. Customer represents and warrants to Axon that: (1) Customer owns Customer Content; (2) and Customer Content, and Customer's end-users' use of Customer Content and Axon Cloud Services, does not violate this Policy or applicable data protection laws and regulations.

Axon may also collect, control, and process Non-Content Data. Axon is a Data Controller for Non-Content Data. Axon collects, controls, and processes Non-Content Data to provide Axon Cloud Services and to support the overall delivery of Axon Products including business, operational, and security purposes. With Non-Content Data, Axon may analyze and report anonymized and aggregated data to communicate with external and internal stakeholders. In regard to Customer Entity & User Data, Axon is a Data Controller and Customer is an independent Data Controller, not a joint Data Controller with Customer.

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Data Collection and Processing Activities

CUSTOMER CONTENT

Axon will only use Customer Content to provide Customer Axon Cloud Services. Axon will not use Customer Content for any advertising or similar commercial purposes.

Axon periodically upgrades or changes Axon Cloud Services to provide customers with new features and enhancements in alignment with the Axon Evidence Maintenance Schedule. Axon communicates such upgrades or changes to customers one week prior to release via mechanisms outlined in the Maintenance Schedule. Changes to Axon Cloud Services may increase the capabilities of the service and ways in which Customer Content can be processed.

NON-CONTENT DATA

Non-Content Data includes data, configuration, and usage information about customer's Axon Cloud Services tenant, Axon Devices, Axon Client Applications, and users that is transmitted or generated when using Axon Products. Non-Content Data includes the following:

Customer Entity And User Data

Customer Entity and User Data includes personal and non-personal data regarding Customer's Axon Cloud Services tenant configuration and users. Axon uses Customer Entity and User Data to: (1) provide Axon Cloud Services, including, without limitation, user authentication and authorization functionality; (2) improve the quality of Axon Products or provide enhanced functionality and features; (3) contact Customer to provide information about its account, tenant, subscriptions, billing, and updates to Axon Cloud Services, including, without limitation, information about new features, security and other technical issues; and (4) market our products or services to Customer via email, by sending promotional communication including targeted advertisements, or presenting a Customer with relevant offers.

Customer cannot unsubscribe from non-promotional communications but may unsubscribe from promotional communications at any time.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data includes data regarding Customers' interactions with Axon Cloud Services and Axon Client Applications. Axon uses Customer Entity and User Service Interaction Data to improve the quality of Axon Products and provide enhanced functionality and features.

Service Operations and Security Data

Axon uses Service Operations and Security Data to provide service operations and monitoring.

Account Data

Axon uses Account Data to provide Axon Cloud Services, manage Customer's accounts, market to, and communicate with Customer. Customer may unsubscribe from promotional communications at any time.

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Support Data

Axon uses Support Data to resolve Customer's support incident, and to operate, improve, and personalize Axon Products. If Customer shares Customer Content to Axon in a support scenario, the Customer Content will be treated as Support Data but will only be used for resolving support incidents.

Axon may provide support through phone, email, or online chat. With Customer's permission, Axon may use Guest Access ("GA") to temporarily navigate Customer's Axon Cloud Service's tenant to view data in order to resolve a support incident. Phone conversations, online chat sessions, or GA sessions with Axon support professionals may be recorded and/or monitored.

Server and Data Location

CUSTOMER CONTENT

Axon offers Axon Cloud Services in numerous geographic regions. Before creating an account in Axon Cloud Services, Customer determines where Axon will store Customer Content by designating an economic area.

REGION CODE	ECONOMIC AREA	3RD PARTY INFRASTRUCTURE SUB-PROCESSORS	DATA CENTER LOCATION(S)
AU	Southeast Asia	Microsoft Azure	Canberra, ACT
LA	South America	Microsoft Azure	Sao Paulo, Brazil & Texas, United States
CA	Canada	Microsoft Azure	Toronto, ON & Quebec City, QC
EU	European Union	Amazon Web Services	Ireland *Starting Q2 2021, new customers will not be added to this region
EUR	European Union	Microsoft Azure	Netherlands, Ireland
UK	United Kingdom	Microsoft Azure and Amazon Web Services	London, England & Cardiff, Wales
US	United States	Microsoft Azure and Amazon Web Services	Texas & Virginia, United States
US	United States (Federal Region)	Microsoft Azure	Texas & Virginia, United States
ENT	Global	Microsoft Azure	Washington & Wyoming, United States

Axon ensures that all Customer Content in Axon Cloud Services remains within the selected economic area, including, without limitation, all backup data, replication sites, and disaster recovery sites. Customer selected economic areas can be determined through review of Customer's Axon Cloud Services URL. Customer URLs conform to the *<youragency>.<regioncode>.evidence.com* scheme with the exception of US customers where the scheme may exclude the region code and is *<youragency>.evidence.com*. US Federal customers conform to the scheme *<youragency>.us.evidence.com*

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NON-CONTENT DATA

Customer Entity and User Data

Customer Entity and User Data is located in Customer's selected economic area for Customer Content. Customer Entity and User Data may be copied or transferred to the United States.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data is located in Customer's selected economic area for Customer Content and the United States.

Service Operations and Security Data

Service Operations and Security Data is located in Customer's selected economic area for Customer Content and the United States.

Account Data and Support Data

Account and Support data is located is in the United States and may be located in Customer's selected economic area for Customer Content.

Information Sharing

Axon may transfer data with its direct and indirect subsidiaries and Sub-processors, including, without limitation, service providers and other partners to support the overall delivery of Axon Products as described in “Data Collection and Processing Activities” section of this Policy.

Axon exercises commercially reasonable efforts in connection with contractual obligations to ensure its Sub-processors are compliant with all applicable data protection laws and regulations surrounding the Sub-processors access and scope of work in connection with Customer Content.

Customer consents to the transfer of Customer Content to Axon's Sub-processors for the purpose of storing Customer Content. Such Sub-processors responsible for storing Customer Content are contracted by Axon for data storage services. Ownership of Customer Content remains with Customer.

Axon may hire Sub-processors to provide or enhance Axon Products on its behalf. Axon will only permit any such Sub-processors to obtain Customer Content from Axon Cloud Services to deliver services to Axon and will be prohibited from using Customer Content for any other purpose. Axon may engage new Sub-processors. Axon will give Customer notice (by updating the website) of any new Sub-processor.

Prior to onboarding Sub-processors, Axon conducts an audit of the security and privacy practices of Sub-processors to ensure Sub-processors provide a level of security and privacy appropriate to its access to data and scope of services.

Under Privacy Shield's “Onward Transfer Principle”, Axon remains responsible for personal data that may be shared with Axon's Sub-processors.

Customer can transfer data from Axon Cloud Services to third parties. Customer must ensure data sharing agreements are in place with third parties to protect data throughout its lifecycle.

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Axon Sub-Processors
Understand the server locations, data processed, and functions performed.
Axon maintains an up-to-date list of the names and locations of all Sub-processors. This list is below.

If you are a current Axon Cloud Services customer with a data processing agreement in place with Axon, you may subscribe to receive notifications of a new Sub-processor(s) before Axon authorizes any new Sub-processor to process personal data in connection with the provision of your service.

You can subscribe to receive email notifications for changes to Axon Cloud Services Sub-processor(s) by submitting a request here.

For a complete list of Axon Sub-Processors, click here.

TELECOMMUNICATION SUB-PROCESSORS
Axon Body 3 includes embedded cellular technologies used to connect to telecommunication networks in order to provide connectivity between Axon Body 3 and Axon Cloud Services. Cellular technologies enable Axon Aware services. Customer's Axon Body 3 cameras will send data to the respective Axon Cloud Services region selected telecommunications providers as needed to enable cellular connectivity. Data includes Personal Data, such as location data. For Axon Body 3, Axon manages all cellular registration and account management associated to the cellular subscription. Personal Data of Customers is not collected by Axon or telecommunications providers for the purposes of cellular account management.

Outlined below is the telecommunication sub-processors. In regions where there are more than one telecommunication sub-processor, Axon will manage customers' Axon Body 3 cellular registration.

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REGION CODE	ECONOMIC AREA	TELECOMMUNICATION SUB-PROCESSORS
AU	Southeast Asia	Telstra
LA	South America	TBD / TBA
CA	Canada	Telus
EU/EUR	European Union	T-Systems
UK	United Kingdom	BTEE
US	United States	Verizon and AT&T (FirstNet)
US	United States (Federal Region)	Verizon and AT&T (FirstNet)
ENT	Global	Verizon and AT&T (FirstNet)

Customer URLs conform to the *<youragency>.<regioncode>.evidence.com* scheme with the exception of US customers where the scheme may exclude the region code and is *<youragency>.evidence.com*. US Federal customers conform to the scheme *<youragency>.us.evidence.com*

Required Disclosures

Axon will not disclose Customer Content except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Content so Customer may file an objection with the court or administrative body.

Customer's Access and Choice

Customer Content

Customer can access Customer's tenant to manage Customer Content.

Non-Content Data

Within the scope of Axon's authorization to do so, and in accordance with Axon's commitment under the Privacy Shield, Axon will work with Customers to provide access to Personal Data about Customer that Axon or Sub-processors holds. Axon will also take reasonable steps to enable Customers to correct, amend, or delete Personal Data that is demonstrated to be inaccurate.

If at any time after registering an account on Axon Cloud Services you desire to update Personal Data you have shared with us, change your mind about sharing Personal Data with us, desire to cancel your Customer account,

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or request that Axon no longer use provided Personal Data to provide you services, please contact us at privacy@axon.com. We will retain and use Personal Data for as long as needed to provide you services, comply with our legal obligations, resolve disputes, and enforce our agreements.

Certain data processing is determined by Customer based on Axon Product usage, Customer network or device configuration, and administrative settings made available with Axon Cloud Services or Axon Client Applications:

Axon Body 3 WiFi Positioning

Axon Body 3 cameras offer customers a feature to enhance location services where GPS/GNSS signals may not be available, for instance within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. When WiFi Positioning is enabled, Non-Content and Personal Data including location, device and network information data will be sent to Skyhook Holdings, Inc (Skyhook) to facilitate the WiFi Positioning functionality. Skyhook will act as both a data sub-processor (as reflected in this policy) and as a data controller. Skyhook becomes a data sub-processor for Axon when Skyhook processes data from Axon Body 3 devices to determine a location. Skyhook acts a data controller when it collects data sent from Axon Body 3 cameras to maintain their services and to develop new products, services or datasets. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

Client Push Notifications

Axon Products leverage push notification services made available by mobile operating system providers (i.e. Google's Cloud Messaging and Apple's Push Notification Service to deliver functional notifications to client applications. Push notification services can be managed by leveraging notification settings made available in both mobile applications and the mobile operating system.

User Analytics

Customers can opt-out of user analytics tracking on Axon Cloud Services by disabling cookies or preventing Customer's browser or device from accepting new cookies. To prevent data from being collected by Mixpanel, network or device access to *.mixpanel.com should be blocked

Service Support

Mobile client application crash analytics are used provide Axon personnel insight to crashes when using Axon client applications. To opt out of crash reporting, network or device access to *.crashlytics.com should be blocked.

Geolocation Services

Geolocation services are critical to proper user functionality of many of Axon products. However, customers can chose to opt out of mapping and geolocation functionality by blocking network or device access to *.mapbox.com and *.arcgisonline.com

Data Security Measures

Axon is committed to help protect the security of Customer Data. Axon has established and implemented policies, programs, and procedures that are commercially reasonable and in compliance with applicable industry practices, including administrative, technical and physical safeguards to protect the confidentiality, integrity and security of Customer Content and Non-Content Data against unauthorized access, use, modification, disclosure or other misuse.

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Axon will take appropriate steps to ensure compliance with the data security measures by its employees, contractors and Sub-processors, to the extent applicable to the respective scope of performance.

CONFIDENTIALITY

Customer Content and Non-Content Data is encrypted in transit over public networks. Customer Content is encrypted at rest in all Axon Cloud Service regions.

Axon protects all Customer Content and Non-Content Data with strong logical access control mechanisms to ensure only users with appropriate business needs have access to data. Third-party specialized security firms periodically validate access control mechanisms. Access control lists are reviewed periodically by Axon.

INTEGRITY

As Evidence is ingested into Axon Cloud Services, a Secure Hash Algorithm ("SHA") checksum is generated on the upload device and again upon ingestion into Axon Cloud Services. If the SHA checksum does not match, the upload will be reinitiated. Once upload of Evidence is successful, the SHA checksum is retained by Axon Cloud Services and is made viewable by users with access to the Evidence audit trail for the specific piece of Evidence. Tamper-proof audit trails are created automatically by Axon Cloud Services upon ingestion of any Evidence.

AVAILABILITY

Axon takes a comprehensive approach to ensure the availability of Axon Cloud Services. Axon replicates Customer Content over multiple systems to help to protect against accidental destruction or loss. Axon Cloud Services systems are designed to minimize single points of failure. Axon has designed and regularly plans and tests its business continuity planning and disaster recovery programs.

ISOLATION

Axon logically isolates Customer Content. Customer Content for an authenticated customer will not be displayed to another customer (unless Customers explicitly create a sharing relationship between their tenants or shared data between themselves). Centralized authentication systems are used across an Axon Cloud Service region to increase uniform data security.

Additional role-based access control is leveraged within Customer's Axon Cloud Service tenant to define what users can interact with or access Customer Content. Customer solely manages the role based access control mechanisms within its Axon Cloud Services tenant.

Within the Axon Cloud Services supporting infrastructure, access is granted based on the principle of least privilege. All access must be approved by system owners and undergo at least quarterly user access reviews. Any shared computing or networking resource will undergo extensive hardening and is validated periodically to ensure appropriate isolation of Customer Content.

Non-Content Data is logically isolated within information systems such that only appropriate Axon personnel have access.

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PERSONNEL
Axon personnel are required to conduct themselves in a manner consistent with applicable law, the company's guidelines regarding confidentiality, business ethics, acceptable usage, and professional standards. Axon personnel must complete security training upon hire in addition to annual and role-specific security training.

Axon personnel undergo an extensive background check process to the extent legally permissible and in accordance with applicable local labor laws and statutory regulations. Axon personnel supporting Axon Cloud Services are subject to additional role-specific security clearances or adjudication processes, including Criminal Justice Information Services background screening and national security clearances and vetting.

Data Breach

NOTIFICATION
If Axon becomes aware that Customer Data has been accessed, disclosed, altered, or destroyed by an unlawful or unauthorized party, Axon will notify relevant authorities and affected customers.

Within 48 hours of an incident confirmation, Axon will notify Customer administrators registered on Axon Cloud Services. Authorities will be notified through Axon's established channels and timelines. The notification will reasonably explain known facts, actions that have been taken, and make commitments regarding subsequent updates. Additional details are available in the Axon Cloud Services Security Incident Handling and Response Statement.

Data Portability, Migration, and Transfer Back Assistance

DATA PORTABILITY
Evidence uploaded to Axon Cloud Services is retained in original format. Evidence may be retrieved and downloaded by Customer from Axon Cloud Services to move data to an alternative information system. Evidence audit trails and system reports may also be downloaded in various industry-standard, non-proprietary formats.

DATA MIGRATION
In the event Customer's access to Axon Cloud Services is terminated, Axon will not delete any Customer Content during the 90 days following termination. During this 90-day period, Customer may retrieve Customer Content only if Customer has paid all amounts due (there will be no application functionality of the Axon Cloud Services during this 90-day period other than the ability for Customer to retrieve Customer Content). Customer will not incur any additional fees if Customer downloads Customer Content from Axon Cloud Services during this 90-day period. Axon has no obligation to maintain or provide any Customer Content after the 90-day period and thereafter, unless legally prohibited, may delete Customer Content upon termination as part of normal retention and data management instructions from customers. Upon written request, Axon will provide written proof that all Customer Content has been successfully deleted and removed from Axon Cloud Services.

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POST-TERMINATION ASSISTANCE

Axon will provide Customer with the same post-termination data retrieval assistance that is generally made available to all customers. Requests for additional assistance to Customer in downloading or transferring Content will result in additional fees and Axon cannot warrant or guarantee data integrity or readability in the external systems.

Data Retention, Restitution, and Deletion

Axon maintains internal disaster recovery and data retention policies in accordance with applicable laws and regulations. The disaster recovery plan relates to Axon's data and extends to Axon Cloud Services and Customer Content stored within. Axon's data retention policies relate to Axon's Non-Content data. Axon's data retention policies instruct for the secure disposal of Non-Content Data when such data is no longer necessary for the delivery and support of Axon product and services and in accordance with applicable regulations. As outlined below, Customer is responsible for adhering to its own retention policies and procedures.

Evidence Retention

Customer defines Evidence retention periods pursuant to Customer's internal retention policies and procedures. Customer can establish its retention policies within Axon Cloud Services. Therefore, customer controls the retention and deletion of its Evidence within Axon Cloud Services. Axon Cloud Services can automate weekly messages summarizing upcoming agency-wide deletions to all customer Axon Cloud Services administrators. Customer users can receive a weekly message regarding Evidence uploaded within their user account to protect against accidental deletions. Customer can recover Evidence up to 7 days after Customer queues such Evidence for deletion. After this 7-day grace period, Axon Cloud Services initiates deletion of Evidence. Data deletion processing may occur asynchronously across storage systems and data centers. During and after data deletion processing, Evidence will not be recovered or recoverable by any party.

Accountability

As outlined herein, Axon is committed to maintaining compliance with relevant security and privacy standards to ensure the continued security, availability, integrity, confidentiality, and privacy of Axon Cloud Services and Customer Data stored within.

In addition to the security efforts outlined herein, Axon will maintain its ISO/IEC 27001:2013 certification or comparable assurances for Axon Cloud Services. Customers may review the certificate.

Social Media Publishing

Axon provides social media features that enable Customer's and their end users ("Users") to share Customer Content directly from the Evidence Detail page in Axon Evidence to social media websites ("Publish to Social Media Feature"). For example: when a User uploads a video directly to YouTube from Axon Evidence. This may include Customer Content such as video, audio, images or other types of media or multimedia; and the title, description and tags associated with those media. Customer Axon Evidence administrators can manage the enablement of this feature, for all Users, within the administrative functions of Axon Evidence. The use of this feature by Users may result in the collection or sharing of information about them, depending on the feature. The

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privacy and security practices of the social media website is not covered by this Policy, and Axon is not responsible for, or makes attestations regarding, their privacy or security practices. When Users enable the Publish to Social Media Feature, and/or publish content to a social media website using this feature, they acknowledge and agree to be bound by the terms of service and privacy policy(s), if applicable, of the social media website in which the Customer Content is published to. Axon encourages Users to review the terms of service and privacy policy(s) of the social media website, to make sure they understand the data that may be collected, used, and shared by the website.

- **Google LLC, (YouTube API Services)**: Axon uses YouTube's API services in connection with our Publish to Social Media Feature. When Users link, connect, or login ("Connect") their Google account(s) with Axon Evidence, they are agreeing to be bound by the YouTube Terms of Service (https://www.youtube.com/t/terms). In addition, they are directing Google to send Axon data as controlled by Google or as authorized by the User via their privacy settings at Google. Through YouTube's API services, Axon only accesses, collects, and stores a token which Axon uses to Connect the associated Google account(s) with Axon Evidence. The token is only used to enable a user to upload a video to YouTube and is not shared with external parties. Axon does not obtain or store the associated Google account(s) login credentials, through YouTube's API services.

  Google has settings that list which apps can connect to a Google account(s). When Users Connect an associated Google account(s) to Axon Evidence, Axon Evidence gets authorized in these settings as a connected site or app. If Users remove Axon Evidence from these settings, its access to the account is revoked. Users may revoke this access at any time by following the instructions here: https://help.axon.com/hc/en-us/articles/360052689392-Removing-Axon-Evidence-Access-to-Your-YouTube-Account. Revoking Axon Evidence access will prevent Users from publishing videos to YouTube from Axon Evidence.

  Axon encourages Users to review YouTube's Terms of Service (https://www.youtube.com/t/terms) and Google's Privacy Policy (http://www.google.com/policies/privacy) to make sure they understand the data that may be collected, used, and shared by Google.

Insurance

Axon will maintain, during the term of the Agreement, a cyber-insurance policy and will furnish certificates of insurance following Customer's written request.

How to Contact Us

Axon commits to resolve complaints about Customer privacy and use of Axon Products. Complaints surrounding this Policy can be directed to Customer's local Axon representative or privacy@axon.com. If Customer has any questions or concerns regarding privacy and security of Customer Content or Axon's handling of Customer's Personal Data under Privacy Shield, please contact privacy@axon.com.

If Customer is an EU citizen and we are unable to satisfactorily resolve any complaint relating to the Privacy Shield, or if Axon fails to acknowledge Customer's complaint in a timely fashion, Customer can contact the relevant EU Data Protection Authorities (DPAs) or the Swiss Federal Data Protection and Information Commissioner (FDPIC). In certain circumstances, the Privacy Shield provides the right to invoke binding arbitration to resolve complaints not resolved by other means, as described in Annex I to the Privacy Shield Principles in each of the Privacy Shield Frameworks. Axon is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission.

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Q-413347-44830.768JB

Issued: 09/26/2022

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 01/01/2023

Account Number: 110842
Payment Terms: N30
Delivery Method:

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

SALES REPRESENTATIVE	PRIMARY CONTACT
Julie Bosack Phone: 312-576-2829 Email: jbosack@axon.com Fax:	Kenneth Bays Phone: (309) 434-2350 Email: kbays@cityblm.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$1,923,200.67
ESTIMATED TOTAL W/ TAX	$1,923,200.67

Discount Summary

Average Savings Per Year	$150,604.63
TOTAL SAVINGS	$753,023.17

Payment Summary

Date	Subtotal	Tax	Total
Dec 2022	$384,640.47	$0.00	$384,640.47
Dec 2023	$384,640.05	$0.00	$384,640.05
Dec 2024	$384,640.05	$0.00	$384,640.05
Dec 2025	$384,640.05	$0.00	$384,640.05
Dec 2026	$384,640.05	$0.00	$384,640.05
Total	**$1,923,200.67**	**$0.00**	**$1,923,200.67**

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Quote Unbundled Price:	**$2,676,223.84**
Quote List Price:	**$2,315,042.08**
Quote Subtotal:	**$1,923,200.67**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	$56,149.33	$56,149.33	$0.00	$56,149.33
100192	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE TRUE UP	4	12		$6.99	$6.99	$335.52	$0.00	$335.52
80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	37	12		$51.24	$51.24	$22,750.56	$0.00	$22,750.56
Fleet3ARe	Fleet 3 Advanced Renewal	37	48	$198.31	$148.00	$148.00	$262,848.00	$0.00	$262,848.00
BWCamTAP	Body Worn Camera TAP Bundle	4	60	$30.87	$28.00	$0.00	$0.00	$0.00	$0.00
InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	4	48	$41.40	$30.00	$30.00	$5,760.00	$0.00	$5,760.00
OSP7	2021 - OFFICER SAFETY PLAN 7	128	60	$194.02	$159.00	$154.96	$1,190,092.80	$0.00	$1,190,092.80
A la Carte Hardware									
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	37			$1,509.00	$0.00	$0.00	$0.00	$0.00
72036	FLEET 3 STANDARD 2 CAMERA KIT	37			$2,495.00	$0.00	$0.00	$0.00	$0.00
50298	INTERVIEW - CAMERA - OVERT DOME	14			$796.00	$796.00	$11,144.00	$0.00	$11,144.00
50295	INTERVIEW - SERVER - PRO	2			$4,455.00	$1,255.00	$2,510.00	$0.00	$2,510.00
50221	INTERVIEW - SWITCH - 24 PORT POE	1			$1,305.00	$1,305.00	$1,305.00	$0.00	$1,305.00
50364	INTERVIEW - MIC - LINE POWERED	14			$174.00	$174.00	$2,436.00	$0.00	$2,436.00
50322	INTERVIEW - TOUCH PANEL PRO	8			$2,700.00	$0.00	$0.00	$0.00	$0.00
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	37			$249.00	$0.00	$0.00	$0.00	$0.00
AB3C	AB3 Camera Bundle	115			$699.00	$79.02	$9,087.30	$0.00	$9,087.30
AB3MBD	AB3 Multi Bay Dock Bundle	15			$1,495.00	$0.00	$0.00	$0.00	$0.00
AB3C	AB3 Camera Bundle	4			$699.00	$0.00	$0.00	$0.00	$0.00
AB3C	AB3 Camera Bundle	14			$699.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	74	12		$17.00	$17.00	$15,096.00	$0.00	$15,096.00
87050	FLEET VIEW XL LICENSE	37	12		$29.00	$29.00	$12,876.00	$0.00	$12,876.00
50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	8			$1,500.00	$0.00	$0.00	$0.00	$0.00
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	14	60		$99.00	$99.00	$83,160.00	$0.00	$83,160.00
50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2			$1,750.00	$1,750.00	$3,500.00	$0.00	$3,500.00
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	8	60		$25.00	$20.00	$9,600.00	$0.00	$9,600.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		$29.17	$23.34	$2,800.32	$0.00	$2,800.32
73682	AUTO TAGGING LICENSE	128	60		$9.00	$6.42	$49,306.88	$0.00	$49,306.88
100165	UNLIMITED 3RD-PARTY STORAGE	128	60		$15.00	$15.00	$115,200.00	$0.00	$115,200.00

ProLicense	Pro License Bundle	11	60	$39.00	$39.00	$25,740.00	$0.00	$25,740.00
A la Carte Services								
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	8		$3,750.00	$0.00	$0.00	$0.00	$0.00
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	128	60	$9.00	$3.68	$28,239.36	$0.00	$28,239.36
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1		$0.00	$0.00	$0.00	$0.00	$0.00
85147	CEW STARTER	1		$4,125.00	$0.00	$0.00	$0.00	$0.00
A la Carte Warranties								
80397	EXT WARRANTY, FLEET 2 KIT	37	48	$6.50	$1.63	$2,886.00	$0.00	$2,886.00
50448	EXT WARRANTY, INTERVIEW ROOM	8	60	$21.62	$21.62	$10,377.60	$0.00	$10,377.60
Total						**$1,923,200.67**	**$0.00**	**$1,923,200.67**

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Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	128	12/01/2022
2021 - OFFICER SAFETY PLAN 7	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	4	12/01/2022
2021 - OFFICER SAFETY PLAN 7	20018	TASER 7 BATTERY PACK, TACTICAL	153	12/01/2022
2021 - OFFICER SAFETY PLAN 7	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	3	12/01/2022
2021 - OFFICER SAFETY PLAN 7	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	113	12/01/2022
2021 - OFFICER SAFETY PLAN 7	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	15	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	384	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	256	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	384	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	256	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	256	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	256	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	12/01/2022
2021 - OFFICER SAFETY PLAN 7	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	12/01/2022
2021 - OFFICER SAFETY PLAN 7	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	12/01/2022
2021 - OFFICER SAFETY PLAN 7	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	256	12/01/2022
2021 - OFFICER SAFETY PLAN 7	74200	TASER 7 6-BAY DOCK AND CORE	2	12/01/2022
2021 - OFFICER SAFETY PLAN 7	75015	SIGNAL SIDEARM KIT	128	12/01/2022
2021 - OFFICER SAFETY PLAN 7	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	12/01/2022
2021 - OFFICER SAFETY PLAN 7	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	12/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	16	12/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	14	12/01/2022
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	16	12/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	15	12/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	15	12/01/2022
A la Carte	50221	INTERVIEW - SWITCH - 24 PORT POE	1	12/01/2022
A la Carte	50295	INTERVIEW - SERVER - PRO	2	12/01/2022
A la Carte	50298	INTERVIEW - CAMERA - OVERT DOME	14	12/01/2022
A la Carte	50322	INTERVIEW - TOUCH PANEL PRO	8	12/01/2022
A la Carte	50364	INTERVIEW - MIC - LINE POWERED	14	12/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	127	06/01/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	5	06/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	115	06/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	4	06/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3	06/01/2023
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	127	06/01/2023
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	5	06/01/2023
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	256	12/01/2023
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	256	12/01/2023
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72002	FLEET 3 INTERIOR CAMERA, INTERIOR MOUNT	4	12/01/2023
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72032	FLEET ETHERNET CABLE, CAT6, 20 FT	4	12/01/2023
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72037	FLEET 3 INTERIOR CAMERA	4	12/01/2023

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Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	37	12/01/2023
A la Carte	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	37	12/01/2023
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	37	12/01/2023
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	256	12/01/2024
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	256	12/01/2024
2021 - OFFICER SAFETY PLAN 7	73309	AXON CAMERA REFRESH ONE	132	06/01/2025
2021 - OFFICER SAFETY PLAN 7	73689	MULTI-BAY BWC DOCK 1ST REFRESH	16	06/01/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	4	06/01/2025
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	256	12/01/2025
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	256	12/01/2025
2021 - OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	256	12/01/2025
2021 - OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	256	12/01/2025
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	256	12/01/2026
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	256	12/01/2026
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	4	12/01/2027
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	37	12/01/2027
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	1	12/01/2027
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72042	FLEET INTERIOR CAMERA REFRESH	4	12/01/2027
2021 - OFFICER SAFETY PLAN 7	73310	AXON CAMERA REFRESH TWO	132	12/01/2028
2021 - OFFICER SAFETY PLAN 7	73688	MULTI-BAY BWC DOCK 2ND REFRESH	16	12/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7	20248	TASER 7 EVIDENCE.COM LICENSE	128	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	20248	TASER 7 EVIDENCE.COM LICENSE	2	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	73449	RESPOND DEVICE LICENSE	128	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	73638	STANDARDS ACCESS LICENSE	128	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	128	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	73687	EVIDENCE.COM VIEWER LICENSE	1	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	73746	PROFESSIONAL EVIDENCE.COM LICENSE	128	01/01/2023	12/31/2027
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	33	01/01/2023	12/31/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	11	01/01/2023	12/31/2027
A la Carte	100165	UNLIMITED 3RD-PARTY STORAGE	128	01/01/2023	12/31/2027
A la Carte	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	8	01/01/2023	12/31/2027
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	8	01/01/2023	12/31/2027
A la Carte	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	01/01/2023	12/31/2027
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	01/01/2023	12/31/2027
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	14	01/01/2023	12/31/2027
A la Carte	73682	AUTO TAGGING LICENSE	128	01/01/2023	12/31/2027
A la Carte	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	74	01/01/2023	12/31/2023
A la Carte	87050	FLEET VIEW XL LICENSE	37	01/01/2023	12/31/2023
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	37	01/01/2024	12/31/2027
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	37	01/01/2024	12/31/2027

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Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	37	01/01/2024	12/31/2027
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	74	01/01/2024	12/31/2027
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	4	01/01/2024	12/31/2027

Services

Bundle	Item	Description	QTY
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	37
A la Carte	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	128
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85147	CEW STARTER	1
A la Carte	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	8

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	16	01/01/2023	12/31/2027
A la Carte	50448	EXT WARRANTY, INTERVIEW ROOM	8	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80374	EXT WARRANTY, TASER 7 BATTERY PACK	153	12/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80395	EXT WARRANTY, TASER 7 HANDLE	128	12/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80395	EXT WARRANTY, TASER 7 HANDLE	4	12/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	12/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80464	EXT WARRANTY, CAMERA (TAP)	128	12/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80464	EXT WARRANTY, CAMERA (TAP)	4	12/01/2023	12/31/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	4	12/01/2023	12/31/2027
A la Carte	80397	EXT WARRANTY, FLEET 2 KIT	37	01/01/2024	12/31/2027
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	37	12/01/2024	12/31/2027
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	12/01/2024	12/31/2027
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	80385	EXT WARRANTY, FLEET 3, INTERIOR CAMERA	4	12/01/2024	12/31/2027

Payment Details

Dec 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100165	UNLIMITED 3RD-PARTY STORAGE	128	$23,040.00	$0.00	$23,040.00
Year 1	100192	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE TRUE UP	4	$67.12	$0.00	$67.12
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	$11,229.85	$0.00	$11,229.85
Year 1	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	37	$0.00	$0.00	$0.00
Year 1	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	128	$5,647.88	$0.00	$5,647.88
Year 1	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	8	$0.00	$0.00	$0.00
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	8	$1,920.00	$0.00	$1,920.00
Year 1	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$700.00	$0.00	$700.00
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$560.08	$0.00	$560.08
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	14	$16,632.00	$0.00	$16,632.00
Year 1	50221	INTERVIEW - SWITCH - 24 PORT POE	1	$261.00	$0.00	$261.00
Year 1	50295	INTERVIEW - SERVER - PRO	2	$502.00	$0.00	$502.00
Year 1	50298	INTERVIEW - CAMERA - OVERT DOME	14	$2,228.80	$0.00	$2,228.80
Year 1	50322	INTERVIEW - TOUCH PANEL PRO	8	$0.00	$0.00	$0.00
Year 1	50364	INTERVIEW - MIC - LINE POWERED	14	$487.20	$0.00	$487.20
Year 1	50448	EXT WARRANTY, INTERVIEW ROOM	8	$2,075.52	$0.00	$2,075.52
Year 1	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	37	$0.00	$0.00	$0.00
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	37	$0.00	$0.00	$0.00
Year 1	73682	AUTO TAGGING LICENSE	128	$9,861.36	$0.00	$9,861.36
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Year 1	80397	EXT WARRANTY, FLEET 2 KIT	37	$577.20	$0.00	$577.20
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	74	$3,019.20	$0.00	$3,019.20
Year 1	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	37	$4,550.12	$0.00	$4,550.12
Year 1	85147	CEW STARTER	1	$0.00	$0.00	$0.00
Year 1	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	8	$0.00	$0.00	$0.00
Year 1	87050	FLEET VIEW XL LICENSE	37	$2,575.20	$0.00	$2,575.20
Year 1	AB3C	AB3 Camera Bundle	115	$1,817.46	$0.00	$1,817.46
Year 1	AB3C	AB3 Camera Bundle	14	$0.00	$0.00	$0.00
Year 1	AB3C	AB3 Camera Bundle	4	$0.00	$0.00	$0.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	15	$0.00	$0.00	$0.00
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	4	$0.00	$0.00	$0.00
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	37	$52,569.60	$0.00	$52,569.60
Year 1	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	4	$1,151.96	$0.00	$1,151.96
Year 1	OSP7	2021 - OFFICER SAFETY PLAN 7	128	$238,018.92	$0.00	$238,018.92
Year 1	ProLicense	Pro License Bundle	11	$5,148.00	$0.00	$5,148.00
Total				**$384,640.47**	**$0.00**	**$384,640.47**

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100165	UNLIMITED 3RD-PARTY STORAGE	128	$23,040.00	$0.00	$23,040.00
Year 2	100192	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE TRUE UP	4	$67.10	$0.00	$67.10
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	$11,229.87	$0.00	$11,229.87

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	37	$0.00	$0.00	$0.00
Year 2	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	128	$5,647.87	$0.00	$5,647.87
Year 2	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	8	$0.00	$0.00	$0.00
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	8	$1,920.00	$0.00	$1,920.00
Year 2	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$700.00	$0.00	$700.00
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$560.06	$0.00	$560.06
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	14	$16,632.00	$0.00	$16,632.00
Year 2	50221	INTERVIEW - SWITCH - 24 PORT POE	1	$261.00	$0.00	$261.00
Year 2	50295	INTERVIEW - SERVER - PRO	2	$502.00	$0.00	$502.00
Year 2	50298	INTERVIEW - CAMERA - OVERT DOME	14	$2,228.80	$0.00	$2,228.80
Year 2	50322	INTERVIEW - TOUCH PANEL PRO	8	$0.00	$0.00	$0.00
Year 2	50364	INTERVIEW - MIC - LINE POWERED	14	$487.20	$0.00	$487.20
Year 2	50448	EXT WARRANTY, INTERVIEW ROOM	8	$2,075.52	$0.00	$2,075.52
Year 2	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	37	$0.00	$0.00	$0.00
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	37	$0.00	$0.00	$0.00
Year 2	73682	AUTO TAGGING LICENSE	128	$9,861.38	$0.00	$9,861.38
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Year 2	80397	EXT WARRANTY, FLEET 2 KIT	37	$577.20	$0.00	$577.20
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	74	$3,019.20	$0.00	$3,019.20
Year 2	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	37	$4,550.11	$0.00	$4,550.11
Year 2	85147	CEW STARTER	1	$0.00	$0.00	$0.00
Year 2	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	8	$0.00	$0.00	$0.00
Year 2	87050	FLEET VIEW XL LICENSE	37	$2,575.20	$0.00	$2,575.20
Year 2	AB3C	AB3 Camera Bundle	115	$1,817.46	$0.00	$1,817.46
Year 2	AB3C	AB3 Camera Bundle	14	$0.00	$0.00	$0.00
Year 2	AB3C	AB3 Camera Bundle	4	$0.00	$0.00	$0.00
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	15	$0.00	$0.00	$0.00
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	4	$0.00	$0.00	$0.00
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	37	$52,569.60	$0.00	$52,569.60
Year 2	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	4	$1,152.01	$0.00	$1,152.01
Year 2	OSP7	2021 - OFFICER SAFETY PLAN 7	128	$238,018.47	$0.00	$238,018.47
Year 2	ProLicense	Pro License Bundle	11	$5,148.00	$0.00	$5,148.00
Total				**$384,640.05**	**$0.00**	**$384,640.05**

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100165	UNLIMITED 3RD-PARTY STORAGE	128	$23,040.00	$0.00	$23,040.00
Year 3	100192	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE TRUE UP	4	$67.10	$0.00	$67.10
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	$11,229.87	$0.00	$11,229.87
Year 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	37	$0.00	$0.00	$0.00
Year 3	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	128	$5,647.87	$0.00	$5,647.87
Year 3	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	8	$0.00	$0.00	$0.00
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	8	$1,920.00	$0.00	$1,920.00
Year 3	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$700.00	$0.00	$700.00
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$560.06	$0.00	$560.06
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	14	$16,632.00	$0.00	$16,632.00

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50221	INTERVIEW - SWITCH - 24 PORT POE	1	$261.00	$0.00	$261.00
Year 3	50295	INTERVIEW - SERVER - PRO	2	$502.00	$0.00	$502.00
Year 3	50298	INTERVIEW - CAMERA - OVERT DOME	14	$2,228.80	$0.00	$2,228.80
Year 3	50322	INTERVIEW - TOUCH PANEL PRO	8	$0.00	$0.00	$0.00
Year 3	50364	INTERVIEW - MIC - LINE POWERED	14	$487.20	$0.00	$487.20
Year 3	50448	EXT WARRANTY, INTERVIEW ROOM	8	$2,075.52	$0.00	$2,075.52
Year 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	37	$0.00	$0.00	$0.00
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	37	$0.00	$0.00	$0.00
Year 3	73682	AUTO TAGGING LICENSE	128	$9,861.38	$0.00	$9,861.38
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Year 3	80397	EXT WARRANTY, FLEET 2 KIT	37	$577.20	$0.00	$577.20
Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	74	$3,019.20	$0.00	$3,019.20
Year 3	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	37	$4,550.11	$0.00	$4,550.11
Year 3	85147	CEW STARTER	1	$0.00	$0.00	$0.00
Year 3	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	8	$0.00	$0.00	$0.00
Year 3	87050	FLEET VIEW XL LICENSE	37	$2,575.20	$0.00	$2,575.20
Year 3	AB3C	AB3 Camera Bundle	115	$1,817.46	$0.00	$1,817.46
Year 3	AB3C	AB3 Camera Bundle	14	$0.00	$0.00	$0.00
Year 3	AB3C	AB3 Camera Bundle	4	$0.00	$0.00	$0.00
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	15	$0.00	$0.00	$0.00
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	4	$0.00	$0.00	$0.00
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	37	$52,569.60	$0.00	$52,569.60
Year 3	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	4	$1,152.01	$0.00	$1,152.01
Year 3	OSP7	2021 - OFFICER SAFETY PLAN 7	128	$238,018.47	$0.00	$238,018.47
Year 3	ProLicense	Pro License Bundle	11	$5,148.00	$0.00	$5,148.00
Total				**$384,640.05**	**$0.00**	**$384,640.05**

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100165	UNLIMITED 3RD-PARTY STORAGE	128	$23,040.00	$0.00	$23,040.00
Year 4	100192	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE TRUE UP	4	$67.10	$0.00	$67.10
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	$11,229.87	$0.00	$11,229.87
Year 4	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	37	$0.00	$0.00	$0.00
Year 4	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	128	$5,647.87	$0.00	$5,647.87
Year 4	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	8	$0.00	$0.00	$0.00
Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	8	$1,920.00	$0.00	$1,920.00
Year 4	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$700.00	$0.00	$700.00
Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$560.06	$0.00	$560.06
Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	14	$16,632.00	$0.00	$16,632.00
Year 4	50221	INTERVIEW - SWITCH - 24 PORT POE	1	$261.00	$0.00	$261.00
Year 4	50295	INTERVIEW - SERVER - PRO	2	$502.00	$0.00	$502.00
Year 4	50298	INTERVIEW - CAMERA - OVERT DOME	14	$2,228.80	$0.00	$2,228.80
Year 4	50322	INTERVIEW - TOUCH PANEL PRO	8	$0.00	$0.00	$0.00
Year 4	50364	INTERVIEW - MIC - LINE POWERED	14	$487.20	$0.00	$487.20
Year 4	50448	EXT WARRANTY, INTERVIEW ROOM	8	$2,075.52	$0.00	$2,075.52
Year 4	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	37	$0.00	$0.00	$0.00

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	37	$0.00	$0.00	$0.00
Year 4	73682	AUTO TAGGING LICENSE	128	$9,861.38	$0.00	$9,861.38
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Year 4	80397	EXT WARRANTY, FLEET 2 KIT	37	$577.20	$0.00	$577.20
Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	74	$3,019.20	$0.00	$3,019.20
Year 4	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	37	$4,550.11	$0.00	$4,550.11
Year 4	85147	CEW STARTER	1	$0.00	$0.00	$0.00
Year 4	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	8	$0.00	$0.00	$0.00
Year 4	87050	FLEET VIEW XL LICENSE	37	$2,575.20	$0.00	$2,575.20
Year 4	AB3C	AB3 Camera Bundle	115	$1,817.46	$0.00	$1,817.46
Year 4	AB3C	AB3 Camera Bundle	14	$0.00	$0.00	$0.00
Year 4	AB3C	AB3 Camera Bundle	4	$0.00	$0.00	$0.00
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	15	$0.00	$0.00	$0.00
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	4	$0.00	$0.00	$0.00
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	37	$52,569.60	$0.00	$52,569.60
Year 4	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	4	$1,152.01	$0.00	$1,152.01
Year 4	OSP7	2021 - OFFICER SAFETY PLAN 7	128	$238,018.47	$0.00	$238,018.47
Year 4	ProLicense	Pro License Bundle	11	$5,148.00	$0.00	$5,148.00
Total				**$384,640.05**	**$0.00**	**$384,640.05**

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100165	UNLIMITED 3RD-PARTY STORAGE	128	$23,040.00	$0.00	$23,040.00
Year 5	100192	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE TRUE UP	4	$67.10	$0.00	$67.10
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	$11,229.87	$0.00	$11,229.87
Year 5	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	37	$0.00	$0.00	$0.00
Year 5	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	128	$5,647.87	$0.00	$5,647.87
Year 5	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	8	$0.00	$0.00	$0.00
Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	8	$1,920.00	$0.00	$1,920.00
Year 5	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$700.00	$0.00	$700.00
Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$560.06	$0.00	$560.06
Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	14	$16,632.00	$0.00	$16,632.00
Year 5	50221	INTERVIEW - SWITCH - 24 PORT POE	1	$261.00	$0.00	$261.00
Year 5	50295	INTERVIEW - SERVER - PRO	2	$502.00	$0.00	$502.00
Year 5	50298	INTERVIEW - CAMERA - OVERT DOME	14	$2,228.80	$0.00	$2,228.80
Year 5	50322	INTERVIEW - TOUCH PANEL PRO	8	$0.00	$0.00	$0.00
Year 5	50364	INTERVIEW - MIC - LINE POWERED	14	$487.20	$0.00	$487.20
Year 5	50448	EXT WARRANTY, INTERVIEW ROOM	8	$2,075.52	$0.00	$2,075.52
Year 5	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	37	$0.00	$0.00	$0.00
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	37	$0.00	$0.00	$0.00
Year 5	73682	AUTO TAGGING LICENSE	128	$9,861.38	$0.00	$9,861.38
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Year 5	80397	EXT WARRANTY, FLEET 2 KIT	37	$577.20	$0.00	$577.20
Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	74	$3,019.20	$0.00	$3,019.20
Year 5	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	37	$4,550.11	$0.00	$4,550.11
Year 5	85147	CEW STARTER	1	$0.00	$0.00	$0.00

Dec 2026						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	8	$0.00	$0.00	$0.00
Year 5	87050	FLEET VIEW XL LICENSE	37	$2,575.20	$0.00	$2,575.20
Year 5	AB3C	AB3 Camera Bundle	115	$1,817.46	$0.00	$1,817.46
Year 5	AB3C	AB3 Camera Bundle	14	$0.00	$0.00	$0.00
Year 5	AB3C	AB3 Camera Bundle	4	$0.00	$0.00	$0.00
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	15	$0.00	$0.00	$0.00
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	4	$0.00	$0.00	$0.00
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	37	$52,569.60	$0.00	$52,569.60
Year 5	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	4	$1,152.01	$0.00	$1,152.01
Year 5	OSP7	2021 - OFFICER SAFETY PLAN 7	128	$238,018.47	$0.00	$238,018.47
Year 5	ProLicense	Pro License Bundle	11	$5,148.00	$0.00	$5,148.00
Total				**$384,640.05**	**$0.00**	**$384,640.05**

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

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

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Exceptions to Standard Terms and Conditions

Agency has existing contract #19714 and is terminating that contract upon the new license start date (1/1/2023) of this quote.

The parties agree that Axon is charging a debit of $56,149.33 for unpaid, but delivered services. This amount is based on a ship date range of 12/1/2022-12/15/2022, resulting in a 1/1/2023 license date. Any change in this date and resulting license start date will result in modification of this value which may result in additional fees due to or from Axon.

Signature

Date Signed

9/26/2022

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ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	

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FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

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

Purpose and Intent

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

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

Acceptance

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

Force Majeure

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

Schedule Change

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

Axon Fleet Deliverables

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

Security Clearance and Access

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

Training

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

Local Computer

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

Network

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

Cradlepoint Router

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

Evidence.com

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

Wireless Upload System

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

VEHICLE INSTALLATION

Preparedness

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

Existing Mobile Video Camera System Removal

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

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

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

In-Car Hardware/Software Delivery and Installation

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

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

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

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

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

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

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STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON INTERVIEW ROOM FOR BLOOMINGTON POLICE DEPT. - IL ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street

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1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- Axon Interview Room

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Bloomington Police Dept. - IL who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency

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1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- Changes made by Agency or Agency's vendors

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2. PROFESSIONAL SERVICES:

2.1 GENERAL

- Axon will provide a project manager throughout entire project.

2.2 HARDWARE

2.2.1 Bloomington Police HQ

- Axon will supply 2 Servers.
  - If agency grants access, Axon will unbox and rack servers.
  - Agency will ensure servers are powered on with Windows installed prior to Install date.
  - Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
  - Agency will provide onsite and remote access to Interview Server(s) as required by Axon installers. Axon will then configure the Interview Server(s).
- Axon will supply 1 network switches.
- Axon Professional Services will provide network cabling.
- Agency will configure all network equipment.
- Agency will prepare all rooms prior to installation.
  - Removing all evidence from room.
  - Removal of existing video solution. Axon will work on installation timing with Agency to ensure an adequate number of rooms are available when possible.
- Axon will mount/place Touch Panels Wall mounted outside each room
- **Room 1**

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- Axis P3245-LV Overt Dome Camera in N/A
- Axis P3245-LV Overt Dome Camera in N/A

Room 2

- Axis P3245-LV Overt Dome Camera in N/A
- Axis P3245-LV Overt Dome Camera in N/A

Room 3

- Axis P3245-LV Overt Dome Camera in N/A
- Axis P3245-LV Overt Dome Camera in N/A

Room 4

- Axis P3245-LV Overt Dome Camera in N/A
- Axis P3245-LV Overt Dome Camera in N/A

Room 5

- Axis P3245-LV Overt Dome Camera in N/A
- Axis P3245-LV Overt Dome Camera in N/A

Room 6

- Axis P3245-LV Overt Dome Camera in N/A
- Axis P3245-LV Overt Dome Camera in N/A

Room 7 (Soft)

- Axis P3245-LV Overt Dome Camera in N/A

Room 8 (DUI)

- Axis P3245-LV Overt Dome Camera

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2.3 INTERVIEW SOFTWARE

- Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- Axon will install and configure Touch Panel Software.

2.4 READINESS

- Axon will supply Agency with copy of current QA/Testing Checklist.
- Axon will complete QA/Testing Checklist per room consisting of:
  - Hardware Wiring
  - Hardware Mounting
  - Hardware Functionality
  - Firmware Updates
  - Software Install and Configuration
  - Functional Test of all features

2.6 TRAINING

- Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- Agency will provide facilities and equipment for conducting the Training.
- Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.

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3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- All Proposed Project timelines will be documented during Project Management Kickoff call.
- Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.

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4. AGENCY COMMITMENTS:

- Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- Identify holidays, non-workdays or major events that may impact the Project.
- Ensure Agency desktop or mobile systems and devices can access the Product.
- Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- Technical Systems Requirements

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5. SUPPORT:

- Axon will provide on-site installer/trainer support as part of project.
- The Product undergoes updates and enhancements which Agency will automatically receive.
- Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.

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6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.	AGENCY
Signature: DocuSigned by: Robert E Driscoll 55DAEBB131A4424...	Signature: _____
Name: Robert E Driscoll	Name: _____
Title: VP, Assoc. General Counsel	Title: _____
Date: 10/11/2022 | 2:07 PM MST	Date: _____

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ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.	AGENCY
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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9/26/2022

To: ***Bloomington Police Department, Illinois***

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions

TASER

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services

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- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with

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an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)
- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
   - TASER 7 Models: 20008, 20009, 20010, and 20011
   - TASER 7 CQ Models 20213, 20214
   - TASER X2 Models: 22002 and 22003
   - TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for Energy Weapons:
   - TASER 7 – 4-year extended warranty, item number 20040
   - X2 – 4-year extended warranty, item number 22014
   - X26P – 2-year extended warranty, item number 11008
   - X26P – 4-year extended warranty, item number 11004

3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to function in the probe deployment mode)
   - Standoff cartridge, 3.5 degrees, Model 22175
   - Close Quarter cartridge, 12 degrees, Model 22176
   - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
   - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
   - Inert cartridge, 3.5 degrees, Model 22179
   - Inert cartridge, 12 degrees, Model 22181

4. TASER standard cartridges (compatible with the X26P; required for this Energy Weapon to function in the probe deployment mode):
   - 15-foot Model: 22188
   - 21-foot Model: 22189
   - 21-foot non-conductive Model: 44205
   - 25-foot Model: 22190

5. TASER Smart cartridges (compatible with the X2; required for this Energy Weapon to function in the probe deployment mode):
   - 15-foot Model: 22184
   - 25-foot Model: 22185
   - 25-foot inert simulation Model: 22155
   - 25-foot non-conductive Model: 22157

6. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD

with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
- TASER CAM HD replacement battery Model: 26764
- TASER CAM HD Download Kit Model: 26762
- TASER CAM HD optional 4-year extended warranty, item number 26763

7. Power Modules (Battery Packs) for TASER 7 Energy Weapons:
   - Tactical battery pack Model 22018
   - Compact battery pack Model 22019
   - Non-Rechargeable battery pack Model 22020
   - Disconnect battery pack Model 20027

8. Battery Packs for X26P and X2 Energy Weapons:
   - Performance Power Magazine (PPM) Model: 22010
   - Tactical Performance Power Magazine (TPPM) Model: 22012
   - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
   - eXtended Performance Power Magazine (XPPM) Model: 11010
   - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
   - Axon Signal Performance Power Magazine (SPPM) Model: 70116

9. TASER 7 Dock:
   - TASER 7 Dock Core and Multi-bay Module: 74200

10. TASER Dataport Download Kits:
    - Dataport Download Kit for the X2 and X26P Model: 22013

11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

12. Energy Weapon Holsters:
    - Right-hand TASER 7 holster by Safariland Model: 20063
    - Left-hand TASER 7 holster by Safariland Model: 20068
    - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
    - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
    - Right-hand X2 holster by BLACKHAWK Model: 22501
    - Left-hand X2 holster by BLACKHAWK Model: 22504
    - Right-hand X26P holster by BLACKHAWK Model: 11501
    - Left-hand X26P holster by BLACKHAWK Model: 11504

13. TASER Simulation Suit II Model 44550

14. TASER 7 conductive target Model: 80087

15. Blue X26P Demonstrator/LASER Pointer Model: 11023

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)
- Improved video quality with reduced motion blur and better low-light performance

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- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- “Find my camera” feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode

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- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period

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- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States

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- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records

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clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards
- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos

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- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 energy weapon for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

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Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534

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5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)

6. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555

7. Universal Helmet Mount Model: 11548

8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

9. Axon Body 2 Camera Model: 74001

10. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
    - Z-Bracket, Men's, Axon RapidLock Model: 74018
    - Z-Bracket, Women's Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
    - MOLLE Mount, Single, Axon RapidLock Model: 11507
    - MOLLE Mount, Double, Axon RapidLock Model: 11508
    - Belt Clip Mount, Axon RapidLock Model: 11509

11. Axon Fleet Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Signal Performance Power Magazine (SPPM) Model: 70116

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Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)
6. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555
   - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Body 2 Camera Mounts:
   - Axon RapidLock Velcro Mount Model: 74054
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
   - Z-Bracket, Men's, Axon RapidLock Model: 74018
   - Z-Bracket, Women's Axon RapidLock Model: 74019
   - Magnet, Flexible, Axon RapidLock Model: 74020
   - Magnet, Outerwear, Axon RapidLock Model: 74021
   - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
   - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
   - MOLLE Mount, Single, Axon RapidLock Model: 11507
   - MOLLE Mount, Double, Axon RapidLock Model: 11508
   - Belt Clip Mount, Axon RapidLock Model: 11509
10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
11. Axon Fleet 2 Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081

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- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

Axon Product Packages

1. **Officer Safety Plan:** includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.

2. **Officer Safety Plan 7**Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, and Axon Aware, and Axon Records Core.

3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.

4. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.

5. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.

6. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.

7. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)

8. **TASER 60:** Pay for X2 and X26P energy weapons and Spare Products in installments

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over 5 years.

9. **Unlimited Cartridge Plan:** Allows agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.

10. **TASER 60 Unlimited:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

11. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Android is a trademark of Google, Inc, BLACKHAWK! is a trademark of the Blackhawk Products Group, Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod touch is a trademark of Apple Inc., IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Safariland is a trademark of Safariland, LLC, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

The Delta Logo, the Axon + Delta Logo, Axon, Axon Aware, Axon Citizen, Axon Evidence, Axon Flex, Axon Interview, Axon Records, Fleet, X2, X26, TASER 7, TASER, and the Lightning Bolt in Circle Logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2021 Axon Enterprise, Inc.

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #	Amount:	Date:
Axon Enterprises, INC. Vendor #1514	$1,923,200	10-11-2022

Description of item/services:

128 Body Worn Cameras, 128 Tasers, 37 Axon Fleet Squad Car Systems, Unlimited 3rd Party Digital Cloud Storage, Axon Interview for 8 Rooms at PD, related apps, and all needed accessories and licensing for Evidence.com

Justification:.

The police department is requesting this as a limited source for the following reasons:

* The previous investment with Axon over the last four years and the need to maintain that infrastructure currently in place
* The positive service, support, and overall satisfaction with Axon in general
* The satisfaction with the performance of All Axon Hardware and services
* The proprietery interaction between the line of Axon products: tasers, body cameras, in-car cameras, interview rooms, evidence.com, available apps, and compatibility with the State's Attorney's office for current digital exhibit sharing via evidence.com

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.

Kenneth A. Bays

Digitally signed by Kenneth A. Bays
DN: cn=Kenneth A. Bays, o=Assistant Chief of Administration, ou=Bloomington Police Department, email=kbays@cityblm.org, c=US
Date: 2022.10.11 14:43:51 -05'00'

(Name and Signature of Department Director or Designee) Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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

Carla A Murillo

Digitally signed by Carla A Murillo
DN: C=US, OU=Legal Department, O=City of Bloomington, CN=Carla A Murillo, E=cmurillo@cityblm.org
Reason: I am approving this document
Location: Carla A. Murillo
Date: 2022-10-16 12:20:07
Foxit PhantomPDF Version: 9.4.0

Name and Signature of Purchasing Agent or Designee Date

REGULAR AGENDA ITEM NO. 8.B

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve, as a limited source, the Tyler MUNIS upgrade and Software as a Service Agreement and SaaS migration payment with Tyler Technologies, for various MUNIS modules of the City's Enterprise Resource Planning (ERP) system, cloud-hosted systems and storage, data migration, and project management in the amount of $371,463.00, as requested by the Information Technology Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

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

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

BACKGROUND: The City of Bloomington began using the Tyler/MUNIS platform in 2009. This platform provides critical software and solutions for all departments in the City. The MUNIS ERP system helps to streamline and automate many service-related processes throughout the City. The agreement is a key ongoing requirement, as it provides technical support and software updates for the system.

Some of the primary modules included in this agreement request are:

- Human Resources Management
- Payroll
- General Ledger
- Accounts Payable
- Accounts Receivable
- Budget
- General Billing
- Treasury Management
- Cashiering
- Project Accounting
- Tyler Content Manager
- Business Licenses
- Inventory
- Fixed Assets
- Utility Billing
- Tyler Incident Management
- Business & Vendor Self Service
- Citizen Self-Service
- Employee Self Service

- Employee Expense Reimbursement
- Maplink (GIS interface)

Why we need to upgrade:

- City Staff has gained deep knowledge of the system over the past 10+ years and the system is performing very well in many areas.
- We currently host the MUNIS application on-premises, which means that we maintain and support the platform on City-owned infrastructure (Storage, Network, and Computing). Tyler offers MUNIS software as a service (SaaS), a cloud-based hosting solution in which Tyler Technologies hosts and manages MUNIS applications.
- Staying on premises will restrict the version to which we can upgrade to as future versions are expected to only be offered to the SaaS model.
- Will require substantial additional infrastructure to complete the upgrade and would not be economically feasible to migrate to another platform.
- Many new features have been added to MUNIS since 2017 when we upgraded to 11.3. We will utilize many of these new features to improve efficiency throughout those updates.
- Version 11.3 is scheduled to be retired in 2023. This will affect our ability to receive support.

Key Benefits included with the upgrade:

- System Administration: Tyler performs daily administrative tasks. Tyler handles the installation, upgrade, support, and file maintenance of the MUNIS application and database servers, operating system, and infrastructure. This will free up City staff to focus on business process improvements within the platform.
- Disaster Recovery and Fault Tolerance: Tyler backs up all system and data files and stores them in secure off-site locations. Tyler has fully redundant systems with no single point of failure. This is a large increase in capability than what we have today. This feature alone will offset a significant amount of the cost of this upgrade.
- New License model: Shift from a perpetual license with maintenance to a subscription licensing model. This will allow the City greater flexibility to ensure we are only paying for what we are using.

Staff is requesting this purchase be approved utilizing a limited source justification based upon the previous capital investment and critical need to maintain the services provided by this system.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2023 Budget under the Information Technology-Repair/Maintenance Office & Computer Equipment Account (10011610-70530). Stakeholders can locate this in the FY 2023 Budget Book titled “Budget Overview & General Fund” on page 164.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Craig McBeath, IT Director

ATTACHMENTS:
IT 1B Tyler Tech Bloomington City ERP SaaS_Agreement
IT 1C Tyler MUNIS SaaS Overview CC
IT 1D Tyler Technologies Munis Upgrade LSJF

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the City of Bloomington, Illinois.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work, if applicable, is attached as an exhibit.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a

summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols within a commercially reasonable time once the report is complete. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work prior to any work being commenced. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone

criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the reasonable time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such reasonable cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees as required by this Agreement, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a limited login account and limited local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free reasonable access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-

current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates after you have time to review the costs for those services and provide Tyler with written notice for said services to be completed. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. .

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within forty-five (45) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so. Such notice may only be sent

once payment for an undisputed invoice is at least thirty (30) days late.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal one (1) year, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees, but subject to any price commitment regarding SaaS Fees indicated in Exhibit B of this Agreement, unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software as indicated in Section E(2) above. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate. Such notice of intent to terminate may only be provided after services have been suspended in accordance with the terms of this Agreement, including Section E(2).

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of thirty (30) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. We will provide reasonable advance notice before pursuing any of these options. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT,

OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), ONE AND A HALF (1.5) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, ONE AND A HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon execution of this Agreement and, if requested later, at your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for thirty-six (36) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. As permitted by law, all meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent

jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheldT; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and

conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists. Your advanced written consent is required for inclusion in marketing presentations and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Except as required by law, each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This Agreement itself is subject to the Freedom of Information Act (FOIA). This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us

prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we may require additional fees. We will provide advance notice of such requirement, as well as an estimate of what those costs will be upon your request.

19. RESERVED.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. RESERVED.

23. RESERVED.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: Hyperlinked Terms
	Schedule 2: DocOrigin Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc. City of Bloomington, IL

By: Robert Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: September 30, 2022

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:
City of Bloomington
115 E. Washington Street
Bloomington, IL 61701
Attention: Legal Department

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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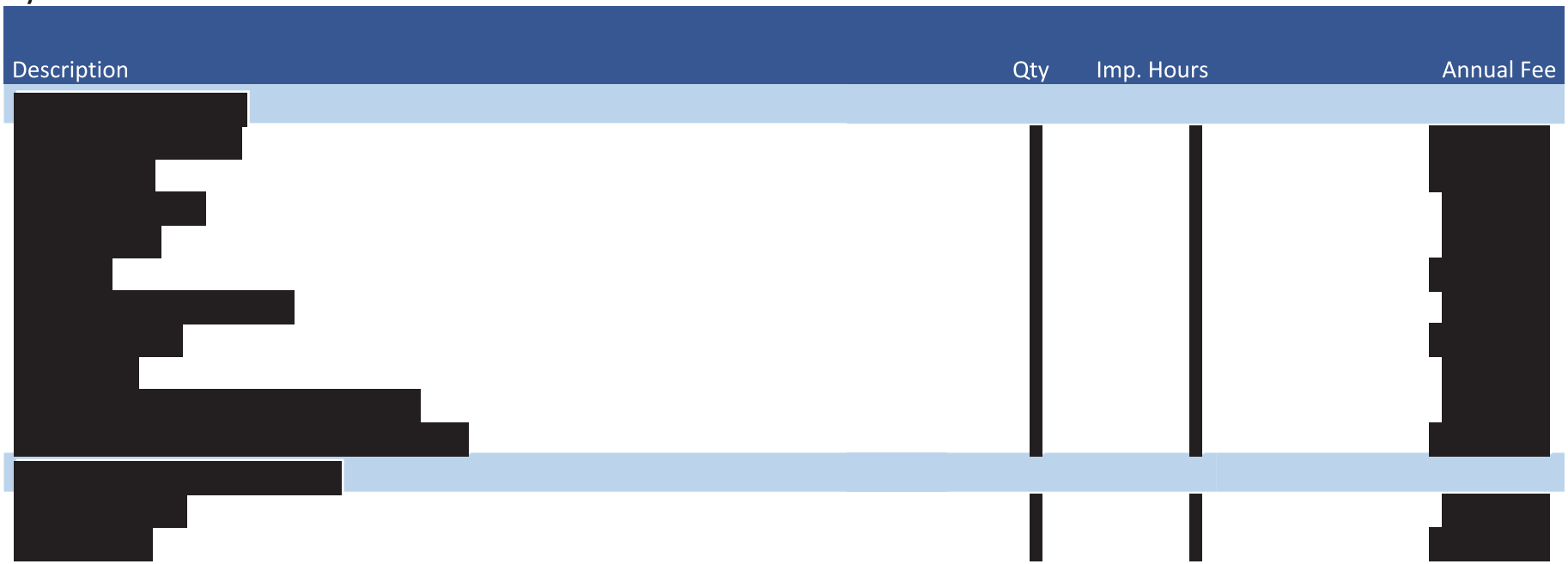
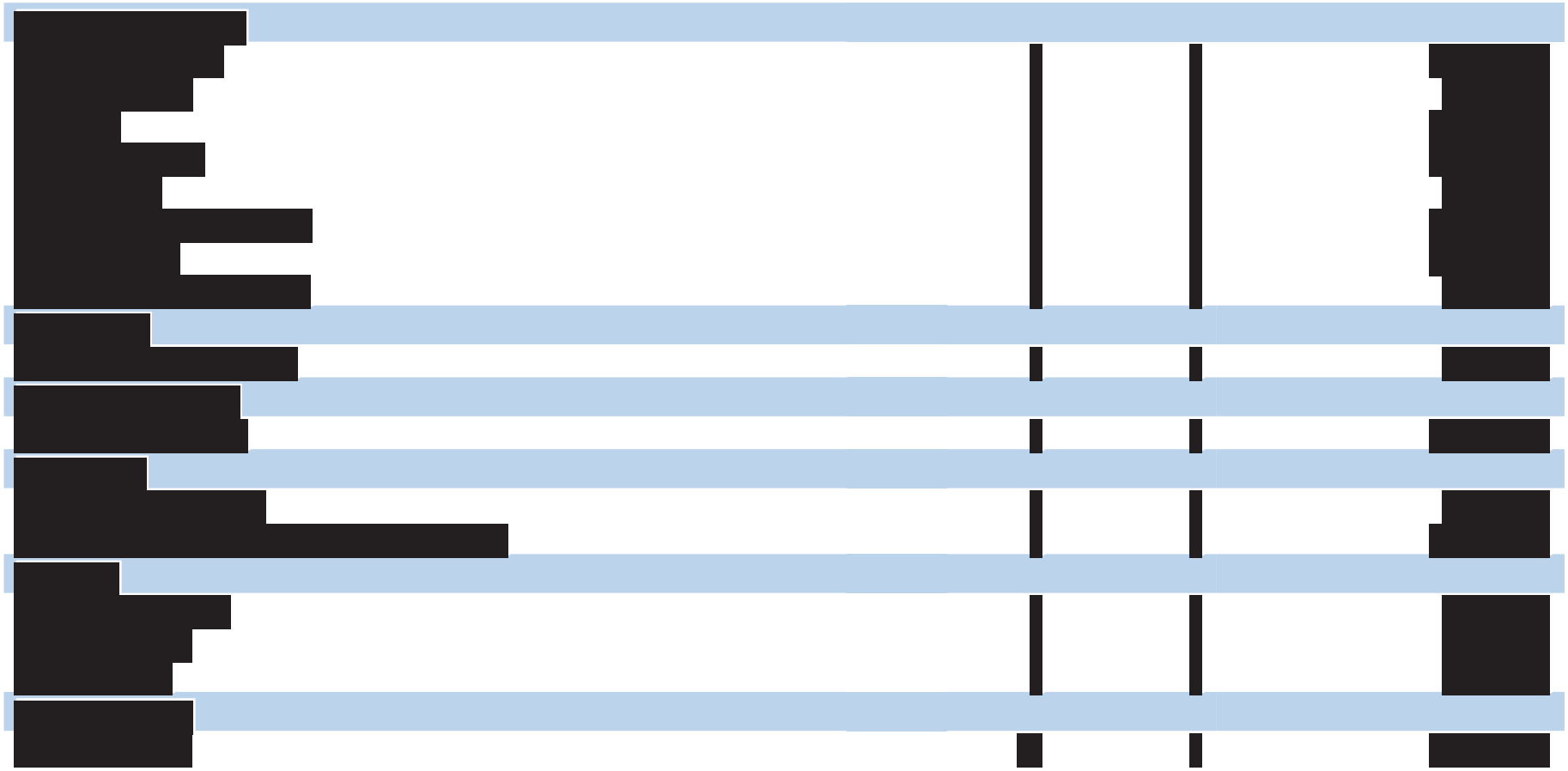
Quoted By:	Joe Parent
Quote Expiration:	10/31/22
Quote Name:	City of Bloomington ERP SaaS Migration (Includes upgrade assistance)
Quote Description:	SaaS Migration Quote
Saas Term	1.00 Year

Sales Quotation For:
Craig McBeath
City of Bloomington
115 E. Washington Street
Bloomington IL 61701-5219
Phone: +1 (309) 434-2264

Tyler SaaS and Related Services





TOTAL	0	$ 353,963.00	

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
TOTAL				$ 17,500.00	$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 353,963.00
Total Tyler Services	$ 17,500.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 17,500.00**	**$ 353,963.00**
Contract Total	**$ 371,463.00**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement")

between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or

services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

The SaaS fees for product that are not named users are based on 55 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Permits library includes: standard Building permit, standard Trades permit, standard Zoning permit and standard certificate of occupancy/completion.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Upgrade PM Assistance: Includes 3 days of PM services per month. PM services include delivery and management of upgrade project plan, internal coordination of Tyler resources, and scheduled bi-weekly status calls to review the upgrade project. Upgrade PM Assistance does not include training or access to a Tyler Subject Matter Expert, as such, enrollment in PACE is strongly recommended to complement this service. Without additional services, clients are responsible for developing and executing upgrade test scenarios as well as conducting internal training for staff. Minimum service duration is 4 months, and clients may choose to extend this service by purchasing additional months (3 days per) at the then-current price.

Business license library includes: standard business license and standard renewal application.

- On Site Support / Implementation & Training - $ 1480.00 / Day - 185.00 / hour with a 4 hour minimum.
- Application Design - $ 1275 / day.
- Consulting Services - $230 / hour.
- Support hours 8AM - 8PM EST - Support not currently available after business hours.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial one (1)-year term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Tyler agrees not to increase the annual SaaS Fees payable for SaaS Services for the first two (2) annual renewals following the initial one (1)-year term. Thereafter, your annual SaaS Fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.7 *Tyler Detect:* Tyler grants Client a trial period for Tyler Detect of thirty (30) days (hereafter, the "Trial Period"), beginning with the installation of the Tyler Detect service. Your access to Tyler Detect terminates at the end of the Trial Period unless you provide written confirmation that you wish to receive Tyler Detect as a paid service. If you provide such confirmation, your year one annual subscription fee for Tyler Detect, determined with reference to the undiscounted annual fee for Tyler Detect as indicated in the Investment Summary, will be invoiced at the beginning of the one year period commencing at the end of the Trial Period. Thereafter the annual subscription for Tyler Detect shall automatically renew for additional one (1) year terms, at our then current pricing, unless terminated by either party at least thirty (30) days prior to the renewal date. The foregoing notwithstanding, your year two term and associated annual fee for Tyler Detect will be prorated to align with the applicable maintenance or SaaS term under the Agreement. Annual fees for Tyler Detect are invoiced in advance.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available. Tyler

agrees, notwithstanding language in this section, that International Travel is not authorized under the Agreement.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. The foregoing notwithstanding, Client will have at least forty-five days We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
RESERVED

Exhibit D
Schedule 2
DocOrigin Terms

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ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation)** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

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B. **Per-Document**. This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface**. This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

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7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

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8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

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tyler technologies

MUNIS Upgrade + SaaS Migration
MOVING TO THE CLOUD

Bloomington, Illinois

Tyler Software as a Service (SaaS)

The City of Bloomington, Illinois is a fiscally strong municipality, historically managing a sound fiscal budget. The city's economic strength is "routed in its well-diversified portfolio of strong businesses and institutions... and contribute to Bloomington-Normal-McLean County historically experiencing one of the lowest average unemployment rates of metro areas in Illinois."(*Comprehensive Annual Financial Report of the City of Bloomington, Illinois for the Fiscal Year May 1, 2019 – April 20, 2020*).

In keeping with the city's forward-thinking progress, it makes sense to consider the value of running your Munis and EnerGov ERP solution in the Cloud. According to a McKinsey & Company in an article entitled, "How public sector tech leaders can speed up the journey to the cloud" (October 19, 2020),

"The true value of the cloud is not just lower costs but also access to innovative offerings … and greater resilience and scalability of technology. Many early adopters have shown encouraging business benefits*. The long-term difficulty of maintaining on-premise data centers, the inability to scale (for testing environments, for example), and reliability-related concerns set the perfect impetus for public-sector organizations to consider the case for the cloud."[1]

And in keeping with your mission to provide exceptional services to your community of citizens and/or students and families, moving to the Tyler Cloud is the right step—by helping to ensure you can **protect data and information** and mitigate disaster hazards. In summary, moving to the Tyler Cloud will enhance your operations by:

- **Eliminating downtime and providing backup** in case of a natural disaster**;**
- **Providing secure remote access** to your end users, thereby ensuring connectivity during emergency situations and eliminating virus threats and the associated negative impacts**;**
- **Freeing up your IT staff** to focus on more value-added tasks; and
- **Managing time-consuming backups** of your database, ensuring data integrity and eliminating the potential for performance degradation.

Tyler Cloud operations are fully staffed with experienced Tyler personnel, dedicated solely to the Tyler Cloud. They are trained and focused on *your* operations, running state-of-the-art equipment that enjoys significant reinvestment annually—reinvestment that is typically cost prohibitive when shouldered by a single organization.

*10-20% reduction in net costs and 50% reduction in outages

[1] https://www.mckinsey.com/industries/public-and-social-sector/our-insights/how-public-sector-tech-leaders-can-speed-up-the-journey-to-the-cloud#

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Will We Lose Integration and Other Functional Capabilities with SaaS?

The short answer is: **No**. You currently use Tyler's traditional ERP solution—and nothing about that functionality will change. In fact, as part of Tyler's initial commitment to you, Tyler's ERP solution includes numerous integration points for your convenience—completely free of charge. This means your staff benefits from the use of standardized, time-tested integration points that are readily available and already used by hundreds of Tyler clients—whether you deploy Tyler ERP as a traditional self-hosted installation or migrate to Tyler's SaaS hosting solution. And as before, you will experience significant cost savings through Tyler's Evergreen and everGuide Philosophy, whereby upgrades and ongoing training are provided as part of your maintenance fee, *at no additional cost to you*. Couple that with the Tyler Cloud deployment, and your organization will be positioned to enjoy significant ROI and TCO. This will be evident through increased functionality that improves processing, transparency, efficiency and best business practices; managed hardware and software upgrades that include current technology and disaster recovery; and more time for your IT and other staff to focus on more value-added initiatives and tasks for your organization.

So Why Move to the Tyler Cloud Solution?

Also known as Cloud Computing, SaaS is not a new concept. In short, our SaaS solution allows organizations to utilize Tyler ERP software that is hosted and administered by Tyler Technologies at a remote data center—over an Internet connection via a dedicated Virtual Private Network or VPN device. This connection is used to transmit data between the client workstation and the application or database servers. According to Jonathan Ende in Government Loop, "*SaaS solutions help local governments offer better, more flexible services to their residents. Government processes have been given a new pathway to the digital age… SaaS web applications are designed to be flexible, so they don't need fresh code to be customized for new tasks. SaaS applications are updated more frequently than traditional software, allowing for new features and upgrades to be delivered nearly instantaneously. [And] SaaS products easily integrate with existing systems.*"

SaaS clients are offered several services, including application and database administration, server hardware and operating systems, and integration support—all for one price. Hardware and technical expertise provided by SaaS is spread over multiple clients, and often provides a **higher level of quality** that cannot be cost-justified by any one client.

https://www.govloop.com/community/blog/3-reasons-saas-future-government-technology/ 7/20/2018)

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The SaaS model is unique and powerful in its ability to meet a variety of end-user needs. For instance, clients using the SaaS service experience benefits such as shortened implementation periods, and cost savings from off-site IT services. In fact, the overall lowered cost of ownership sets the SaaS solution widely apart from traditional client-managed operations. The typical organization's cost-of-business overhead to run, maintain, and upgrade its own software and hardware is eliminated—thus enabling the organization to meet their application needs with minimal associated operating and capital expenditures.

Tyler SaaS: Just Good Business

Overall, the Tyler Cloud saves you in both hard and soft costs. In other words, the Tyler Cloud offers our clients the peace of mind that their data and programs are **fully protected**—and operations remain **up and running**—without requiring you to invest significant dollars in on-site hardware, software and associated staff to maintain it. In fact, the Tyler Cloud solution will provide your organization with all the service and functional benefits you have enjoyed as a self-administered organization, without the headaches—instead, your IT staff will enjoy more time to perform the tasks they were hired to do, with the added security that your data is always safe and available. The result: each SaaS client enjoys all the service and functional benefits of a self-administered organization—with reduced risk and the added value of Tyler experts handling the maintenance and management of your ERP solution. **At the end of the day, our SaaS clients agree: *Tyler's Cloud solution is just good business*.**

> [Tyler] SaaS takes the stress out of backups and server upgrades out of our work arena and allows us to concentrate on daily processing.
>
> *- City of Rome, GA*

What Will We See For Benefits?

The SaaS benefits are considerable, from operating costs and hardware expense, to maintaining the latest technology and IT training to keep your staff current. Additionally, you'll benefit from:

- Multi-year, fixed rate contract = **no hidden costs.**
- Multiple layers of redundancy to ensure no single point of failure.
    - Power systems
    - Highly available database infrastructure
    - Backup replication & Redundant network layers
    - SAN storage
- Multiple cooling systems

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- Off-site back up: Full built-in Disaster Recovery Services (including backup and storage of all system, data and image files in a secure off-site location) so no need to worry about hardware failure, botched backup, natural disaster, etc. **This benefit alone ensures your Tyler software operations stay up and running, maximizing efficiency and staff productivity. To duplicate these Disaster Recovery services in house could cost your organization several times the cost of your 5-year investment in Tyler's Cloud solution.**
- Insulates you from technology changes: DB, hardware, licensing
    - No depreciation of hardware; as technology and ERP requirements become more complex with additional features, **we maintain your environment**.
    - Always **up to date with the application and technology**, no need to worry about future hardware purchases and maintenance, no future database upgrades/conversions.
- No need to retrain your staff as technology advances; **built-in OSDBA Services**.
  We perform all hardware and software maintenance and upgrades, but you decide when, based on your schedule. (SaaS frees up your IT resources to focus on other projects, and energy costs are reduced.)
- No repair, upgrade or maintenance responsibilities. SaaS allows users to work from any internet access point with unlimited SSL VPN connections.
- You receive disaster recovery testing to ensure success.
- We help troubleshoot network, communication, or ISP issues.
- The Data Center is audited for compliance and data security.
- The Data Center is maintained to meet 99% uptime as part of contracted Service Level Agreement (SLA) 24 hours a day, 7 days a week, 365 days a year.
- Who best to maintain your financial information than the people who develop and support it? The Tyler Cloud operations team collectively has more than 50 dedicated employees with a combined experience level of hundreds of years of Tyler ERP system administration experience.
- If we need to run your Payroll, print bills, and so forth we also will store your paper stock here at the data center.

Who else is Part of the Tyler Cloud Community?

You'll be in good company with **more than 8,800 Tyler client organizations, equating to more than 213,000 Tyler-hosted users, offering e-services used by more than 5.1 million end users** to make payments, file documents, submit permits, or other e-services. In summary, both large and small clients benefit from SaaS—but our larger sites are in a position to receive enhanced support and service when opting for the SaaS solution. And like them, you will get all the plusses of the Tyler's Data Center **without having to invest large amounts of money purchasing and maintaining hardware, software and other infrastructure.** With Tyler's Cloud you can shift the daily support to us, and **free up your IT staff to focus on more value-add tasks**—thereby lending increased value to your bottom line.

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Where Will Our Data Be Maintained?

Tyler Technologies designed and built the original Data Center in 2000 from the ground up, and our Yarmouth facility is the latest Tyler-owned data center to come online. This **state-of-the-art facility incorporates the latest technology** and continues to be **maintained 100% by Tyler's in-house team** of SaaS experts including analysts, engineers, Webmaster, System Administrator and Database Administrator. These are professionals who work for Tyler, and understand Tyler products, the technology, SaaS and Disaster Recovery practices and procedures, and our clients' needs and requirements.

And as a member of the Cloud Security Alliance (CSA), a not-for-profit organization with a mission to promote the use of best practices for providing security assurance within cloud computing, Tyler has invested more than $25 million in hardware, software and personnel to keep operations running optimally for our SaaS clients.

Overview of the Yarmouth, Maine Data Center:

- PCI and SSAE 16 audits
- IBM Tier 1 DB storage
- Brocade SAN switches
- VMware vSphere Enterprise Plus
- Cisco Unified Computing System (Cisco UCS)
- Enterprise level CPU and memory resources
- Robust fiber channel switching
- Microsoft Windows and SQL Server environment
- eVault Tapeless Backup Solution
- Redundant backup center in Dallas TX
- Dallas center located at DataBank, a Tier-1 data center
- VPN Device: Industry-leading network equipment from Cisco at both locations

What Will Our Transition to SaaS Look Like?

Once you and Tyler execute the SaaS contract, your organization will be assigned a Project Manager (PM) who will work with you during your transition. It's at this point that your PM will:

- Obtain your organization's IP and printer information;
- Configure and send the VPN hardware to your site;
- Fully assist you as you connect it to your network; and
- Acquire a copy of your data (via FTP) and install your site-specific programs.

Once your data is loaded in Tyler's Data Center, we will work with your staff to perform a test of user logins, printers, critical processes, and full data verification. When everyone has given this test the green light, Tyler will work with you to schedule your Go-LIVE date. This process, from start to Go-LIVE, typically takes approximately 2-3 months. From this point forward, your organization will be assigned a technical support resource to help you manage any support items that may arise.

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What About ...? (FAQs)

- Are the SaaS fees in addition to my current maintenance fees?
  - No. The SaaS fees replace all your current ERP fees (support maintenance, licensing, OSDBA, Disaster Recovery, etc.)

- What is the necessary bandwidth required to be a Tyler Cloud client?
  - You will be required to have 25kbs per concurrent user. Most of our clients now have backup ISP's—this is ideal, but not necessary.

- Will we be forced to be on the latest version of the software at all times?
  - No. You still determine which version of the software you want to be on, and when you want to upgrade. The difference: Tyler's Cloud staff will "do the heavy lifting" for you now.

- Is the Data Center audited?
  - Yes. And because Tyler's payroll also is run through the Tyler Data Center, we are required by the Sarbanes-Oxley Act to do a full annual audit.

- What happens after our contract term expires?
  - Prior to expiration, your Tyler sales representative will discuss options to renew your SaaS agreement for another term.

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In 2015 the city began a three-year process of moving to the cloud. Beginning with the parks and recreation department, the city moved each department, one at a time, to the cloud—municipal courts, city financials, the police department, human resources and payroll; sales tax and business licensing; and permitting and code enforcement. In her time at the city, Sue Farni (Executive Director of IT, City of Mobile) has seen the IT department be "pushed so far down in the organization that you really don't get any attention. Five years ago, if you'd asked me if we were going to be in the cloud, I probably would've given you kind of a blank look," she says. "I think we're very poised to take on new challenges, and it's an exciting time to be in this career."

-Mobile, Alabama

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About Tyler

Tyler Technologies (NYSE: TYL) provides integrated software and technology services to the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 27,000 successful installations across more than 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Tyler was named to Forbes' "Best Midsize Employers" list in 2019 and has been recognized twice on Forbes' "Most Innovative Growth Companies" list. More information about Tyler Technologies, an S&P 500 company headquartered in Plano, Texas, can be found at tylertech.com.

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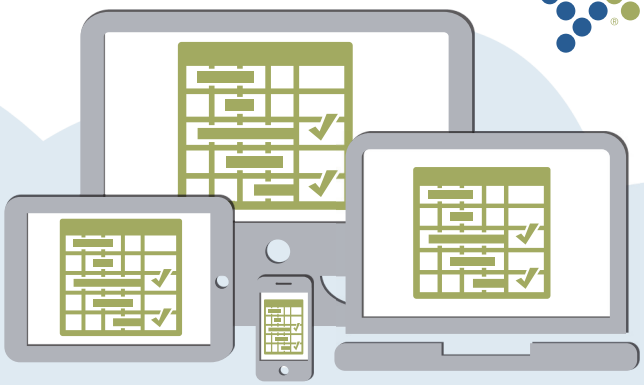
WHY THE CLOUD?

More is possible.



Better In The Cloud

- **Access to the latest technology**
  Ensure software is up-to-date
- **Efficient use of IT resources**
  Free up staff time
- **Timely & stable software releases**
  Take the pain out of upgrades
- **Scalability & adaptability**
  Meet your growing needs
- **Secure environment**
  Boost security & reliability
- **Mobile**
  Connect your community

Considering the cloud?

Tyler is ready when you are.

5.1 million
Registered users accessing our clients' cloud-based portals

3,100+
Cloud installations for clients with populations under 50k

20 years
How long Tyler has hosted clients in the cloud

2 out of 3
Clients choosing cloud solutions over on-premises in 2019

8,600+
Tyler client installations in the cloud

For more information about the cloud visit **tylertech.com/cloud.**

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ERP-CLD-INFG-13928-0420

Local Governments of All Sizes Choose Cloud Solutions

Marco Island, Florida – Population: 13,301
Tyler Solution: EnerGov™ Permitting and Licensing

Increase Efficiency in the Field

"A small staff can get big results with the right technology. Marco Island's inspection department uses Tyler's cloud mobile solutions to access critical inspection documents, GIS maps and real-time scheduling all from the cloud while in the field. Our inspectors enjoy the freedom that comes with using their iPad®. They're not tied to driving back to the office 10 times per day, and they don't have to call the office all of the time for information. We can attach documents at the permit level, and they are immediately visible."
— Lisa Loewer, Customer Service Supervisor

State of Kentucky Department of Education –
Population: 4.395 million
Tyler Solution: Munis® ERP

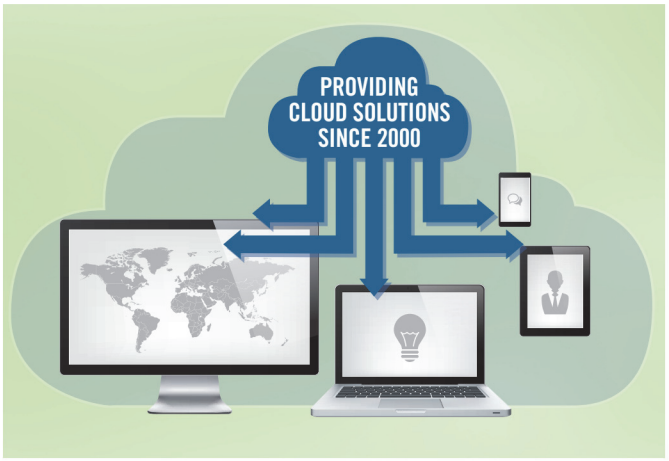
Achieve 24/7 Uptime

"As the largest K-12 cloud implementation in the nation, our primary focus was 24/7 uptime — a goal individual districts could not achieve with limited individual resources. Today, every district in the state has 100 percent uptime, increased response time, and data reliability without the maintenance. We were truly able to 'do more with less'."
— David Couch, Associate Commission of Kentucky Office of Education

Gillespie County Court, Texas – Population: 25,357
Tyler Solution: Odyssey® Courts and Justice

Gain Infrastructure Flexibility

"With a growing population, I needed the flexibility with our IT infrastructure to easily move offices and add buildings. Tyler's cloud solution allowed us to get out of the server



business and eliminate the costs related to maintenance of the servers. It also greatly decreased our costs on leased data lines, and we've moved from an expensive reliance on fiber to simply relying on high-speed connections in my outlying offices."
— John Keller, IT Director

Rockingham County, Virginia – Population: 78,178
Tyler Solution: Eagle™ Land and Vital Records

Gives You More Time to Focus on Your Constituents

"The biggest advantage we have seen by moving to a hosted solution is it has removed the technical pressure of maintaining all that data off of the local government. It has given us both time, and physical space, to focus on what we need to focus on — our constituents."
— Chaz Haywood, Clerk of Circuit Court

...continued on reverse

Town of Essex, Massachusetts – Population: 3,267
Tyler Solution: Infinite Visions® Financial

Replace Aging Hardware Infrastructure

"As our servers aged, we came to the decision it would be more economical to move to the cloud instead of continuing to upgrade and maintain our infrastructure. As our servers reach the end of their life, we are steadily going to Tyler's cloud solutions. We believe we can cut our total cost of operations in half and save time eliminating the need to manage our own back-up process."
— Brendhan Zubricki, Town Administrator

City of Biloxi, Mississippi – Population: 44,820
Tyler Solution: Munis® ERP

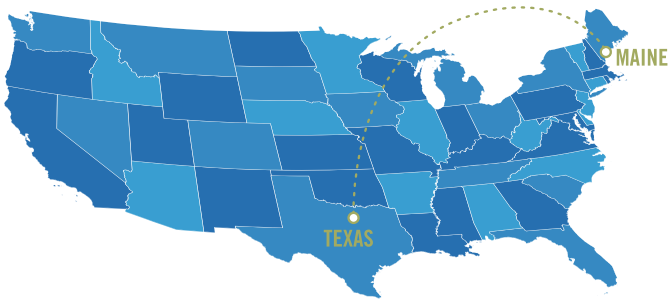
Protect Critical Data

"In an area with a long history of powerful storms, automated, off-premises data backup is a priority. When Hurricane Katrina hit in 2005, all systems and servers were down, and the city was unable to run payroll – at a time when our employees needed it most. With Tyler's cloud disaster recovery services, they pulled our databases up on their remote servers, and a base payroll was issued the next day."
— Tom Reno, Network Engineer/Database Manager

Logan County, Colorado – Population: 22,450
Tyler Solution: iasWorld® Appraisal and Tax

Eliminate IT Burden in a Small Office

"We're a small jurisdiction, and we don't have IT professionals on staff. With the Tyler cloud solutions, Tyler's employees maintain, support, and administer our applications at their remote data center. They perform all the server and software maintenance and install patches and updates before we come into the office in the morning. In the past, when we have done this ourselves, it took us several hours, and the system was unavailable to our employees."
— Peggy Michaels, County Assessor



Tyler owns and maintains all of the hardware at its two hosting locations.

City of Shenandoah, Texas – Population: 2,555
Tyler Solution: Incode® Financial and Utility Billing

Implement Technology with Lower Upfront Costs

"The city of Shenandoah has limited IT staff, and choosing the cloud was an affordable alternative to the upfront costs of purchasing servers and client services, allowing us to achieve our end goal of implementing new technology with existing resources."
— Greg Smith, City Administrator

Tulsa County, Oklahoma – Population: 622,598
Tyler Solution: Eagle™ Land and Vital Records

There When You Need It

"Tyler is constantly behind the scenes making it happen. With Eagle hosting we have both the application and the engine behind the scenes. That means with Tyler, I don't have to go outside my job to learn other things just to do my job! We are expected to produce for the public, on demand. Hosting is on-call and working when I need it. It helps budget-wise as now we can be nimble with what and who we have. You need to think outside the box — outside the mainframe; today it's an iPhone world. SaaS is the way the world is moving. Now, the IT Department is looking at how to have more hosting across the county."
— Kathy Semler, First Deputy & Director of Real Estate Services

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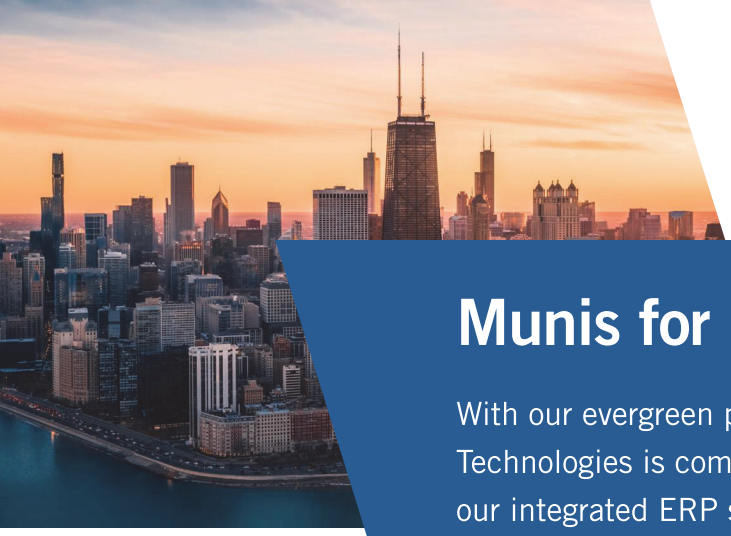

Munis for Illinois

With our evergreen philosophy and 20 years of experience in Illinois, Tyler Technologies is committed to growing with you for years to come. Munis®, our integrated ERP software solution, is trusted by more than 2,000 clients in the public sector.

An ERP software solution for government agencies and schools of all sizes, Tyler's Munis solution manages core functions across organizations in Illinois' public sector, including financials, procurement, human resources, payroll, and revenues. It provides simplified navigation, integration that improves business processes, and apps to increase staff productivity.

Client Spotlight

- Village of Oak Brook
- City of Peoria
- City of Rockford
- City of Rolling Meadows
- Village of Streamwood
- Winnebago County

Solutions

- Financial Management
- Human Capital Management
- Citizen Services & Revenue
- Citizen Transparency
- Community Development
- Employee, Vendor, and Citizen Self-Service
- Enterprise Asset Management

User Group Meetings

- Munis Illinois State User Group — Spring
- Tyler Connect annual client user conference — Spring

Associations

- Illinois Government Finance Officers Association
- Illinois Government Management Information Sciences

Illinois State Reports

- Illinois Employment Security Report
- Illinois Retirement Report
- Teachers' Retirement System (TRS) Report
- Illinois Monthly Wage Report

Contact Info

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Joe Parent
Account Representative,
Installed Accounts
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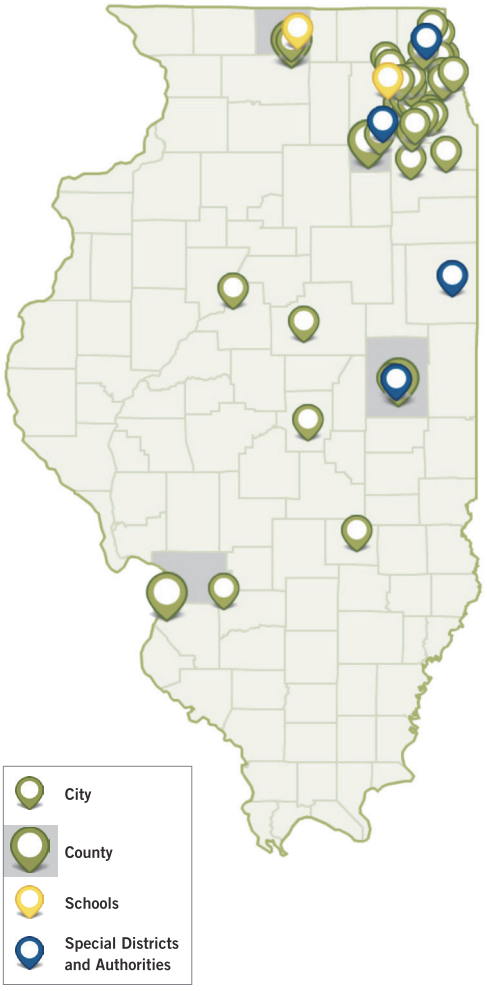

Jeff Payne
Account Executive,
Special Districts & Authorities
jeff.payne@tylertech.com
P: 800.772.2260 ext. 4852

MU-IL-SP-17128-0121

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LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #: 2002 Tyler Technologies, Inc.	**Amount:** $ 371,463.00	**Date:** 10/18/2022

Description of item/services:

Annual software license maintenance and support covering various modules of the City's MUNIS Enterprise Resource Planning (ERP) system and SaaS migration.

Justification:

In 2010, the City selected MUNIS, from Tyler Technologies as the Enterprise Resource Planning (ERP) platform and service. The ERP platform provides Financials, Payroll, Human Resource, Community Development, Utility Billing, and inventory functionality (among others) city-wide. As such, it is critical to keep software maintenance, support, and updates active on the system. It is only possible to obtain this maintenance/support for MUNIS directly from Tyler Technologies.

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.

Craig McBeath 10/18/2022 | 1:16 PM CDT

(Name & Signature of Department Director or Designee ***Approving***) **Date**

SECTION C –TO BE COMPLETED BY THE PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☒ / do not concur ☐ (see below) with the purchase to be a Limited Source.

Do not concur for the following reason(s):

Click or tap here to enter text.

Carla Murillo Carla Murillo 10/18/2022 | 1:26 PM CDT

(Name & Signature of Purchasing Agent or Designee) Date

REGULAR AGENDA ITEM NO. 8.C

FOR COUNCIL: October 24, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Resolution Waiving the Formal Bidding Requirements and Approving the Necessary Agreements with OpenGov Inc. to provide a Citizen Services Platform for the Economic & Community Development Department, as requested by the Information Technology Department and the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

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

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

BACKGROUND:

This Item if approved, will make it easier for developers and other customers to do business with us and improve internal efficiencies with planning, inspections, permitting, and with our online customer portal.

The consensus was to move forward with recommending OpenGov Inc., SaaS services for their Community Development suite of products called Citizen Services following a period of research led by the Economic and Community Development (ECD) and Information Technology Departments. It includes: planning/project management, permitting, licensing, inspections, code enforcement, Citizen service online portal, and access to their Transparency and Reporting Suite of services for performance reporting and data transparency.

Staff anticipates a significant improvement in customer online interactive services and payment options (including scheduling requests) for residents, businesses, and contractors. The service is mobile responsive so it will work on any mobile device, it provides the real-time and historical status of processes/requests and allows for access to data transparency and performance information around Community Development activities for public and internal users.

Only two firms were found that could potentially meet the needs for the City's Citizen

Services platform, Tyler Technologies - Energov and OpenGov with OpenGov better meeting the identified needs. SaaS services provide several benefits:

- No additional IT capital infrastructure is needed
- Software maintenance and support are included in the annual service
- Regular product updates, enhancements, and changes
- Remote work capability from anywhere on any mobile device
- Limited or no downtime due to the nature of cloud-hosted redundant services
- Secure services provided by the vendor and part of the services agreement
- Quick implementation

The three-year service agreement total cost is broken down into annual payments of:

- Calendar 2022 (FY 2023)- $166,792 ($96,917 Software Services + $69,875 Professional Services)
- Calendar 2023 (FY 2024) - $100,793.68
- Calendar 2024 (FY 2025) - $104,825.43

Project funding for the first year of service and implementation was requested in the FY 2023 IT operating budget in the amount of $250,000 for the enhancement of ECD services. The 2023 budget was adopted prior to a final vendor selection so there will be substantial first-year budget savings. Staff anticipates utilizing some budget savings for professional services integration work with existing City systems.

Staff recommends Council approve a three-year SaaS services agreement with OpenGov Inc. in the amount of $372,411.11 utilizing a bid waiver. The first-year cost for implementation and software service is expected to be $166,792.00. Implementation is expected to start immediately with the first use case go-live by January 1st. The statement of work proposal and services agreement is being reviewed by legal counsel.

ECD has been utilizing Tyler/MUNIS for planning/zoning, permitting, and inspections functions which have fulfilled most basic internal needs but are not designed to handle many of today’s necessary functions including the aforementioned customer service-related functions, among others.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City Manager will sign a three-year agreement for the Annual Customer Services Software Platform Subscription and Support payment in the amount of $372,411.11.

The three-year service agreement total cost is broken down into annual payments of:

- Calendar 2022 (FY 2023)- $166,792 ($96,917 Software Services + $69,875 Professional Services)
- Calendar 2023 (FY 2024) - $100,793.68

- Calendar 2024 (FY 2025) - $104,825.43

Funds are included in the FY 2023 Budget under the Information Technology-Capital Outlay Office & Computer Equipment Account (10011610-72120). If approved, a budget transfer for the FY 2023 amount of $166,792 will be processed to move those funds to the Information Technology-Repair/Maintenance Office & Computer Equipment account (10011610-70530) where the expense will be incurred. Stakeholders can locate this in the FY 2023 Budget Book titled “Budget Overview & General Fund” on page 165 and the Budget Book titled "Other Funds & Capital Improvement" on page 96. If approved, the Information Technology Department will include the FY 2024 and FY 2025 commitments in the future respective year budgets.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Craig McBeath, IT Director

ATTACHMENTS:
IT 2B OpenGov Order Form for Bloomington, IL - Citizen Services 3 years 10242022
IT 2C Resolution Approving OpenGov Agreement & Bid Waiver

OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Quote Number: OG-00004908
Created On: 10/11/2022
Order Form Expiration: 10/27/2022
Subscription Start Date: 10/28/2022
Subscription End Date: 10/27/2027

Prepared By: Alex Maritnez
Email: amartinez@opengov.com
Contract Term: 60 Months

Customer Information

Customer: City of Bloomington, IL
Bill To/Ship To: 109 East Olive Street 200
Bloomington, Illinois
United States

Contact Name: Melissa Hon
Email: mhon@cityblm.org

Order Details

Billing Frequency: Prepaid
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Subscription Fee
Citizen Services - 4 Service Areas *Dashboards, eSignatures, Inspections, Open Town Hall, Payment Collection, Public Portal, Transparency, Story Builder, Reporting & Analytics, MAT/Assessor System Integration, Bluebeam Integration, Financial Integration, OpenGov Permitting & Licensing Mobile App*	10/28/2022	10/27/2023	$96,917.00
Citizen Services - 4 Service Areas *Dashboards, eSignatures, Inspections, Open Town Hall, Payment Collection, Public Portal, Transparency, Story Builder, Reporting & Analytics, MAT/Assessor System Integration, Bluebeam Integration, Financial Integration, OpenGov Permitting & Licensing Mobile App*	10/28/2023	10/27/2024	$100,793.68
Citizen Services - 4 Service Areas *Dashboards, eSignatures, Inspections, Open Town Hall, Payment Collection, Public Portal, Transparency, Story Builder, Reporting & Analytics, MAT/Assessor System Integration, Bluebeam Integration, Financial Integration, OpenGov Permitting & Licensing Mobile App*	10/28/2024	10/27/2025	$104,825.43

Annul Subscription Total : **See Billing Table**

PROFESSIONAL SERVICES:

Product / Service	Start Date
OpenGov Deployment — One Time Fee	10/28/2022

Professional Services Total: **$69,875.00**

Billing Table:

Billing Date	Amount Due	
October 28, 2022	$166,792.00	*(Annual Software Fee + Professional Services)*
October 28, 2023	$100,793.68	
October 28, 2024	$104,825.43	

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties and attached, or if no such SSA is executed or attached, the SSA at https://opengov.com/terms-of-service and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of Bloomington, IL
Signature: _____
Name: _____
Title: _____
Date: _____

OpenGov, Inc.
Signature: _____
Name: _____
Title: _____
Date: _____

RESOLUTION NO. 2022 - _____

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING THE NECESSARY AGREEMENTS WITH OPENGOV INC. TO PROVIDE A CITIZEN SERVICES PLATFORM FOR THE ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

WHEREAS, the City of Bloomington (hereinafter "City") desires to utilize a software platform from OpenGov for planning, inspections, permitting, on-line payment options, and online customer portal for all of the Economic & Community Development Department including residents, businesses and contractors; and

WHEREAS, the City has been utilizing OpenGov's eProcurement software platform for the past two years and this has significantly improved the solicitation workflow and efficiencies and the firm has provided exemplary customer service support from implementation through day-to-day operations for both internal and external users; and

WHEREAS, City Staff performed market research with numerous firms and OpenGov's solution met all of the criteria and can provide a fully integrated module to meet the City's needs in user friendly interactive manner that includes mobile devices; and

WHEREAS, as software solutions are unique and difficult to bid, City staff requests the formal bidding process be waived, the City Manager be authorized to enter into the necessary master and software agreements, and the Procurement Manager be authorized to issue a Purchase Order to OpenGov Inc. for the Citizen Services software platform.

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

That the recitals set forth above are incorporated herein, the formal bidding requirements waived, and the City Manager, or designated representative, is authorized to enter into agreements with OpenGov's Software Services Agreement, including an Order Form, once negotiated by the Legal Department, and any other necessary documents.

PASSED this 24th day of October 2022.

APPROVED this _____ day of October 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk