



CITY OF
BLOOMINGTON
COUNCIL MEETING
JUNE 26, 2017



City Logo Design Rationale

The symbol for the City of Bloomington is multifaceted in its visual and conceptual approach. Visually the symbol and the City's identity represent a modern progressive style which is consistent with the City's government. The symbol is based on three different concepts which combine to represent the City in a contemporary and appropriate way.

First and foremost is the chevron. The City government is a respected agency dedicated to serving the public. In this way, the chevron represents service, rank and authority.

The symbol may also be seen as a three dimensional building. This represents growth and diversity in our community.

Finally, the flower or plant derived from the original name "Blooming Grove," represents a community that is friendly and safe. Progress and growth are also associated with plant life as well as regeneration and renewal.

The symbol's positive upward movement is representative of the City's commitment to excellence!

AGENDA



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, JUNE 26, 2017; 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Proclamation recognizing Destiny Pinnick achievements.
 - B. Certificate of Graduation presented to Kenneth A. Bays, from the FBI National Academy.
 - C. Appointment of Michael Rudicil to the Board of Fire and Police Commissioners (Non-Partisan seat).
 - D. Appointment of Jerry Kelleher and Mark Holderby to the Building Board of Appeals.
 - E. Appointment of Debbie Hanchett to the Citizens Beautification Committee.
 - F. Appointment of Tara Desmond to the Bloomington-Normal Sister City Committee (Japan).
 - G. Presentation and update by Mike Donnelly on the activities of the Boys & Girls Club. (10 minutes)

6. 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, 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.)

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

7. “Consent Agenda”

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

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

- A. Consideration of approving the Minutes of the June 12, 2017 Regular City Council Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*
- B. Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$6,512,003.57. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$6,512,003.57 and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of Approving Appointments and Reappointments to Various Boards and Commissions. *(Recommend that Michael Rudicil be appointed to the Board of Fire and Police Commissioners (Non-Partisan seat), that Jerry Kelleher and Mark Holderby be appointed to the Building Board of Appeals, that Debbie Hanchett be appointed to the Citizens Beautification Committee, and that Tara Desmond be appointed to the Bloomington-Normal Sister City Committee (Japan)).*
- D. Consideration of approving and agreement with Tyler Technologies, (New World Public Safety Software Enterprise) upgrade for the City's computer aided dispatch system. *(Recommend that the Agreement with Tyler Technologies be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of approving the purchase One Bobcat 5600 Toolcat for the Lake Bloomington Division of the Water Department in the amount of \$48,100.40. *(Recommend Council approve the purchase One (1) Bobcat 5600 Toolcat Utility Work Machine using the National Joint Powers Alliance Contract Number 04815-CEC from Bobcat Company of West Fargo, ND in the amount of \$48,100.40, and authorize the Purchase Manager to issue a Purchase Order.)*
- F. Consideration of approving the scheduled replacement of one (1) Rear Loading Refuse Truck for the Solid Waste Division of the Public Works Department in the amount of \$166,420.00. *(Recommend that the purchase of one (1) McNeilus Model 2511 25 Yard Rear Loader body and Kenworth T370 Chassis from McNeilus Truck and Manufacturing Co. of Dodge Center, MN. using the National Joint Powers Alliance contract number 112014-MCN (valid through*

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12/16/18) in the amount of \$166,420.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.)

- G. Consideration of adopting an Ordinance approving petitions from OSF Healthcare Systems for an expedited final plat and an easement vacation for Seventh Addition Medical Hills Subdivision, located west and south of St. Joseph Drive and north of Washington Street. *(Recommend that the Ordinance be passed approving the easement vacation and an expedited final plat for Seventh Addition Medical Hills Subdivision and that the Mayor and City Clerk be authorized to sign the necessary documents.)*

8. “Regular Agenda”

- A. Consideration of approving the Naming Rights Agreement Changing the Name of the U.S. Cellular Coliseum to the Grossinger Motors Arena. *(Recommend that the Naming Rights Agreement Changing the Name of the U.S. Cellular Coliseum to the Grossinger Motors Arena be approved and the Mayor and City Clerk be authorized to sign the necessary documents.) (Presentation by David Hales, City Manager and Jeffrey Jurgens, Corporation Counsel 10 minutes, Council discussion 10 minutes.)*
- B. Consideration of approving an Ordinance Establishing Prevailing Wages to be Paid to Laborers, Workers and Mechanics Engaged in Public Works with the City of Bloomington. *(Recommend that the Ordinance Establishing Prevailing Wage be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by Jeffrey Jurgens, Corporation Counsel 5 minutes, Council discussion 10 minutes.)*
- C. Consideration of approval of the Continuum of Care McLean County Core Services Grant Agreement (Project IL0289L5T1609) and Planning Grant Agreement (Project IL673L5T121600) submission to HUD. *(Recommend that Council approve the Continuum of Care McLean County Core Services Grant Agreement (Project IL0289L5T1609) and Planning Grant Agreement (Project IL673L5T121600) to HUD, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by Jennifer Toney, Grants Coordinator 5 minutes, Council discussion 10 minutes.)*

9. City Manager’s Discussion

10. Mayor’s Discussion

11. City Aldermen’s Discussion

12. Executive Session – *Cite Section*

13. Adjournment

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14. Notes

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RECOGNITIONS



Council Date: June 26, 2017

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Proclamation recognizing Destiny Pinnick achievements
- B. Certificate of Graduation presented to Kenneth A. Bays, from the FBI National Academy.
- C. Appointment of Michael Rudicil to the Board of Fire and Police Commissioners (Non-Partisan seat).
- D. Appointment of Jerry Kelleher and Mark Holderby to the Building Board of Appeals.
- E. Appointment of Debbie Hanchett to the Citizens Beautification Committee.
- F. Appointment of Tara Desmond to the Bloomington-Normal Sister City Committee (Japan).
- G. Presentation and update by Mike Donnelly on the activities of the Boys & Girls Club. (15 minutes)

Proclamation

Recognition

of

Destiny Pinnick

WHEREAS, we are here to celebrate the achievements of Destiny Pinnick, USA National Miss Illinois; and,

WHEREAS, Destiny has distinguished herself not only as an outstanding volunteer, but as an outstanding example to the youth of our community; and,

WHEREAS, the City of Bloomington wishes to honor Destiny for her accomplishment; and,

THEREFORE, IN WITNESS WHEREOF, I do hereby set my hand, and cause the seal of The City of Bloomington be affixed, this 26th day of June 2017.



Tari Renner
Tari Renner
Mayor

Cherry L. Lawson
Cherry L. Lawson
City Clerk

CONSENT AGENDA

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: June 26, 2017

SUBJECT: Consideration of approving the Minutes of the June 12, 2017 regular City Council Meeting.

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

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

Recommended by:



David A. Hales
City Manager

Attachments:

- June 12, 2017 Regular City Council Meeting Minutes



**SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, JUNE 12, 2017; 7:00 P.M.**

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, June 12, 2017.

The Meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

The Meeting was opened by Pledging Allegiance to the Flag followed by a moment of silent prayer.

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

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

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

Absent: Alderman Jamie Mathy

Staff Present: David Hales, City Manager; Steve Rasmussen, Assistant City Manager; Jeffrey Jurgens; Corporation Counsel, Cherry Lawson, City Clerk; Brendan Heffner, Chief of Police; Brian Mohr, Fire Chief; Scott Sprouls, IS Director; Tom Dabareiner, Community Development Director; Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; and other City staff were also present.

5. Recognition / Appointments

- A. Proclamation declaring June 2017 as, "Amateur Radio Month"
- B. Proclamation recognizing Dhruv Rebba "Achievements"
- C. Award Presentation of Certificates for the Bloomington 101 Participants.
- D. Appointment of Ellen Schroeder-Concklin to the Board of Fire and Police Commissioners (Republican seat)

- E. Reappointment of Gaynett Hoskins to the Bloomington Housing Authority
- F. Reappointment of Jamison Mathy to the Cultural District Commission.

6. Public Comment

Mayor Renner opened the meeting to receive Public Comment. The below individuals provided comments during the meeting.

Bruce Meeks	M. Curt Richardson	Stetanie Michaelis
Mike McCurdy	Teresa Enyeart	Cyd Williams
Scott Purkey	M.S. Wylie	Nancy Marciniac
Donny Bounds	John Hollister	Dianne Hollister
Larry Enyeart	Amy Harvey	Elizabeth Greenlee

7. Consent Agenda

*Items listed on the Consent Agenda are approved with one motion, and is provided in **BOLD**, and items that Council pull from the Consent Agenda for discussion are listed with a notation **Pulled from the Consent Agenda**.*

Motion by Alderman Hauman, seconded by Alderman Schmidt, that the Consent Agenda be approved, with the exception of Item No. 7F.

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

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

Abstain: Alderman Diana Hauman

Nays: None.

Motion carried.

The following was presented:

Item 7A: Consideration of approving the Minutes of the May 22, 2017 Regular City Council Meeting.

The following was presented:

Item 7B: Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$ 11,223,401.75.

The following was presented:

Item 7C: Consideration of Approving Appointment and Reappointments to Various Boards and Commissions.

The following was presented:

Item 7D: Consideration of approving the purchase of one (1) Backhoe for the Public Works Sewer Maintenance and Operations Division.

The following was presented:

Item 7E: Consideration of approving an application for Walk Friendly Communities recognition.

The following was presented:

Item 7F: Consideration of a Fee Increase in the Intergovernmental Agreement with Evergreen Memorial Cemetery.

Alderman Schmidt stated that she spoken with the Assistant City Manager Rasmussen and was wondering on a policy level, why when we know it costs us over \$22,000 a year to handle the limbs and branches from the cemetery, that we do not strive toward 100% recapturing our costs. It appears that we are more at a 50/50% and have agreed that we want to keep our eye on how we handle these kinds of expenses.

Motion by Alderman Schmidt, seconded by Alderman Painter that an Intergovernmental Agreement with Evergreen Memorial Cemetery be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Abstain: Alderman Diana Hauman

Nays: None.

Motion carried.

The following was presented:

Item 7G: Consideration of approving the Government Center: Operation & Maintenance Costs / Attachment No. 15.

The following was presented:

Item 7H: Consideration of adopting a Resolution approving payment for Street Lighting Electrical Energy and Rental Charges through a Motor Fuel Tax (MFT) General Maintenance program.

RESOLUTION NO. 2017 – 25

MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE
ILLINOIS HIGHWAY CODE

The following was presented:

Item 7I: Consideration of approving Ordinance directing the sale of surplus property at 809 E. Washington in the City of Bloomington.

ORDINANCE 2017 - 43

AN ORDINANCE DIRECTING THE SALE OF SURPLUS REAL ESTATE AT 809 E.
WASHINGTON IN THE CITY OF BLOOMINGTON

The following was presented:

Item 7J: Consideration of:

- a. Approving a Budget Amendment Ordinance for Fiscal Year 2018, Baum Company, Inc. for masonry repairs at Fire Stations #2, #4 and Headquarters, and approve a Fiscal Year 2018 Budget Amendment and Ordinance.

ORDINANCE NO. 2017 – 44

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2018

- b. Approving a Resolution for a Change Order to an existing contract with Otto Baum.

RESOLUTION NO. 2017- 26

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$11,657.50
ASSOCIATED WITH THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND
OTTO BAUM COMPANY, INC. (P.O. 2017-0564)

The following was presented:

Item 7K: Consideration of approving an Ordinance Amending the Fiscal Year 2018 Budget to adjust the Bloomington Center for the Performing Arts (BCPA), Empire Street Corridor TIF District and the Downtown-Southwest Redevelopment TIF.

ORDINANCE NO. 2017 – 45

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2018

The following was presented:

Item 7L: Consideration of an Ordinance approving the Petition to Rezone 611 N. Lee Street from GAP-3, Iconic House and Manor to GAP-3 with the S-4 Historic Preservation District Overlay.

ORDINANCE NO. 2017 - 46

AN ORDINANCE REZONING 611 N LEE STREET FROM GAP 3 ICONIC BUILDING AND MANOR, to GAP 3 ICONIC BUILDING AND MANOR WITH THE S-4 HISTORIC PRESERVATION DISTRICT OVERLAY

The following was presented:

Item 7M: Consideration of approving a petition for the Lake Bloomington Lease Transfer Lot 5, Block 5 of Camp Kickapoo from John Jochums and James Meyer to C&J Business Rentals, LLC.

The following was presented:

Item 7N: Consideration of an application of New Vision Cinemas LLC, d/b/a Ovation 10 Bloomington, located at 415 Detroit Dr., requesting an EAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

The following was presented:

Item 7O: Consideration of the request from Toby Hoover and Patti Schrock to allow moderate consumption of alcohol at their September 1, 2017 wedding reception to be held at Davis Lodge.

The following was presented:

Item 7P: Consideration of the application of Lupita's Hispanic & American Grocery, Inc., d/b/a Lupita's Hispanic & American Grocery, located at 1512 W. Market St. Suite 200, currently holding a PAS liquor license which allows the sale of all types packaged alcohol for consumption off the premises seven (7) days a week for a change of classification to a RAPS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types of packaged alcohol for consumption off premise seven (7) days a week.

8. Public Hearing

The following was presented:

Item 8A. Public hearing on the Annexation Agreement submitted by Kristen Lee Jones N/K/A Kristen Lee Guillory and The Benoit Group, LLC for approximately 3.12 acres commonly located at 102 Greenwood Ave, PIN: 21-16-101-008. *(Recommend opening the public hearing to receive comments on this item.) (Presentation by Tom Dabareiner, Community Development Director 10 minutes.)*

Mr. Dabareiner stated that the developer would like to develop a property with 54-unit multifamily buildings of affordable and mixed income housing. The Bloomington Housing Authority is part of this reserving 10 units be used as supportive housing for people with disabilities and another 10 units to occupy by residents with an annual income of less than 60% of the average median income. For Bloomington, the average median income for a family of four is \$79,600, so we are looking at incomes under \$47,760. The remaining 34 units would be market rate rents. The Planning Commission did meet on May 10 and recommended approval of the annexation agreement by a vote of 5:1 with a couple of conditions. All legal notices have been filed as required by law. Notices were also sent to people within 500 feet, which is the Code here. The petitioner does have a deadline approaching which is set by the State of Illinois to apply for state tax credits for this and is the reason for the urgency tonight.

Mr. Priestly stated that the project has received preliminary project assessment from the Illinois Housing and Development Authority to develop 54 multifamily units at this site. We have a full application that is going in on June 23, and we anticipate after June 23 to receive allocation from the Illinois Housing Development Authority hopefully by September 2017. This is a mixed income development. We are in partnership with the Housing Authority for 20 of the units on the project. This will be a new multifamily product in the area. There has not been a lot of new multifamily product for that particular area and we are looking to meet that demand from that perspective. It also meets the needs for the comprehensive plan for affordable housing. This project will provide new revenue to the City through taxes, permits, utilities.

Public Hearing Comments

Kirk Richardson
Alton Franklin

Jan Meadows
Bruce Meeks

Kendra Bowlen

Alderman Buragas stated that it is one of the assumptions that if this were built, it would increase the number of individuals living in the community. She asked whether those assumptions are accurate.

Mr. Dabareiner stated there may be some increase, but for the most part we are talking about a change in the quality of housing that existing people who need this housing has available to them. We see a lot of it as being internal moves – internal to the City.

Alderman Buragas asked if it was accurate that the community on the whole suffers from a lack of safe and affordable housing for low-income individuals.

Mr. Dabareiner stated that it is certainly accurate to say that we are lacking quality and modern housing at this income level.

Mayor Renner asked if the petitioner would come forward and address some of the concerns that had been brought up in public comment.

Mr. Priestly stated that one of the first concerns noted was public transportation. In most cases, the multifamily projects that were developed, probably 70 to 75% of the individuals will have their own vehicle. We also presented to Mayor and Council an example of how to get residents through a pedestrian easement through an existing pedestrian easement out to Main Street that would be something that we would pay for from the developer's side. We would extend sidewalks from the property, put in fencing, and upgrade it to expand that. We also proposed putting in a shuttle van that would have various hours throughout the day to service Monday through Friday if there was a need for use of the public transportation van to take them to the bus stop of any other areas around the City.

Mayor Renner what would happen if the 34 units could not be rented at the rates that have been described.

Mr. Priestly replied, on most affordable housing projects, they would market very heavily to find the right residents for the particular project. He stated that one concern he did not have as a developer is when you bring in a new product at the right rate, it is very hard not to see the infusion of residents into that property. We do not look to reduce rents.

Alderman Bray asked whether the shuttle van would be operated and paid for by the Greenwood Project.

Mr. Priestly replied that it would and that he had a shuttle van in his project budget.

Alderman Bray stated in regards to the annexation activity, there will be a new sewer that needs to be built and asked if this is something that is part of the project.

Mr. Priestly stated that it was part of his project costs to bring new sewer down Greenwood Avenue to the property.

Alderman Hauman stated that she had spoken with the co-chairs of the League of Women Voters housing study, and they wanted to see housing for people with disabilities and people with lower incomes. The concerns really are transportation and food. The clients for the one organization that she talked to do not have their own transportation and they rely on public transportation. What happens if Connect Transit changes their stops and the stop is further away?

Mr. Priestly stated that he could not predict how many people would have their own transportation and that they were trying to make sure they gave multiple options and alternatives.

Alderman Hauman stated that there were not a whole lot of jobs anymore that are Monday through Friday, 9 to 5 and this was a concern on Saturday and Sunday.

Mayor Renner noted that there was one person in public comment who had brought up something that he and other Council members had expressed and that is some kind of impact analysis of what impact this would have, not just on Unit 5, but the community and even perhaps for 911 response times. There is a June 23 deadline with the Illinois Housing Development Authority, but asked if we were to want more information, could it be applied for again.

Mr. Priestly stated that he could apply again, but a lot of times when you get out of these cycles and you do not take the opportunity that you currently have, it puts you in a different situation. Each year they change the QAP requirements.

Mayor Renner asked Mr. Jurgens if we were to do as Mr. Priestly suggested, do we have until September to pull the plug if the impact studies come back or that we have an impasse.

Alderman Sage stated that it seemed that some of the Mayor's questions would be better suited when we get to the item on the agenda.

Mayor Renner agreed.

9. Regular Agenda

The following was presented:

Item 9A. Administrative Review by City Council of Zoning Board of an Appeals denial of a petition for variances for an Accessory Structure requested for the property at 2 Briarwood Ave. *(Presentation by Tom Dabareiner, Community Development Director 5 minutes, Council discussion 15 minutes.)*

Mr. Dabareiner stated that at the April 19 ZBA meeting, the members considered a petition seeking variances to allow the expansion of an accessory structure at this location. The petitioner is requesting two variances. The first variance is that the City Code allows only a maximum gross floor area of 1,000 square feet for all accessory structures located within the City limits. The second one is that it prohibits an accessory structure from exceeding the square footage of the principal structure of the house and the accessory structure we are looking at would bring the total square footage for accessory structures up to 1,282 square feet. The petitioner's request failed because after conducting the Public Hearing, the Board voted 2 in favor, 2 against and 1 member abstaining and 4 affirmative is required to pass a variance.

Alderman Buragas stated that she saw in the minutes from that meeting, references to the potential for losing a tree that may have some value to the neighborhood. She asked if Mr. Dabareiner could reiterate what that is and the potential impact there.

Mr. Dabareiner stated that it is a large tree and there was a concern that much of the tree's root system would be potentially harmed by additional expansion of the accessory structure.

Alderman Buragas stated that to her it is very important to make sure that we are clear and consistent and we treat all homeowners fairly and the same. Her belief is that we need to follow standards that are under the Code. Her motion is to move forward with recommended motion #1.

Alderman Buragas motioned, Alderman Hauman seconded the motion that the decision of the Zoning Board of Appeals be upheld and an ordinance denying the petition for variances from Chapter 44 Section 4.4C Bulk Requirements for an Accessory Structure requested for the property at 2 Briarwood Ave. be passed, and the Mayor and City Clerk be authorized to execute the necessary documents' or, alternatively:

Alderman Bray stated that she would like to speak about the couple that came here to speak about this property. They own this property and they have invested quite a bit of money in this property and they are willing to invest more money in our community for a cause that is very helpful to our community. She stated that she was a law and order kind of person, this is someone who is somewhat newly transplanted here and wants to invest further in our community. For that reason, she would like to propose that we take a look at overturning this.

Mayor Renner stated there were different philosophies. He stated the motion that was made and seconded would be to support the denial of the Zoning Board, but again that was a 2:1. If that fails, then we can entertain a motion that the ZBA be reversed.

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

Ayes: Aldermen Sage, Mwilambwe, Buragas and Hauman.

Nays: Aldermen Painter, Schmidt, Black, Bray and Renner.

Motion Failed.

Alderman Sage stated that one of the strengths of the Ward system is there are people who are keenly knowledgeable about their wards and what is appropriate and what is best.

Alderman Buragas stated in this particular instance, she had taken the position she has based on prior votes and based on her belief on how we should interpret those requirements for a variance.

Alderman Painter stated she felt the same way as Alderman Sage; however, in this situation it seems that replacing an old shed with something that is new and going to be attractive and feels that the tree would be fine. She feels they have good intentions and it would not be a detriment to the neighborhood.

Alderman Hauman asked when we vote on the second motion and it is 4 to 4 again, then what happens?

Mayor Renner asked if he would be permitted to vote if there was 5.

Mayor Renner asked for a motion on this item.

Motion by Alderman Bray, seconded by Alderman Schmidt that the decision of the Zoning Board of Appeals be reversed and an ordinance approving the petition for variances from Chapter 44 Section 4.4C Bulk Requirements for an Accessory Structure requested for the property at 2 Briarwood Ave. be passed, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Sage, Painter, Black, Schmidt, and Bray.

Nays: Aldermen Mwilambwe, Buragas and Hauman.

Motion Failed. Six votes is needed in order for the item to be approved.

The following was presented:

Item 9B: Consideration of an Ordinance authorizing a Redevelopment Agreement between the City of Bloomington and JNB Bloomington LP and TIF Bloomington, Inc. for the proposed redevelopment of the former Bloomington High School building at 510 East Washington Street.

Mr. Hales shared with the Council that he and Mr. Grammer had an opportunity to meet with Superintendent Barry Riley of District 87 together with two other members of his staff to discuss this project. During that meeting, we had discussion about the moving forward with the establishment of a TIF District. We did receive some feedback from them that they prefer if there are TIF boundaries that they be limited in scope and much more project oriented. They had other concerns about TIF including the use of possibly tax abatement agreements as opposed to TIF; however, we would still recommend moving ahead with the feasibility study as recommended and even by doing so, we do not create the TIF at this time.

Mr. Grammer stated that we have two very qualified developers that are coming before us tonight to propose projects in the City that address one of the biggest needs in our comprehensive plan that is to address our shortage of low-income housing. He stated that he had worked Mr. Priestly and he is a very qualified, capable and professional developer. He stated that he had worked with the Iceberg Development Team on the project we are going to speak about which is the redevelopment of the former Bloomington High School property at 510 East Washington Street. The property was marketed for sale for almost over a year by the Mount Mariah Christian Church that had owned it and had visions of a great interactive space for a lot of different nonprofits, and for their church but unfortunately because the building is quite old and needs a lot

of upkeep and maintenance, they were unable to maintain the building so it was put up for auction. The Iceberg group has acquired this property and has the financial resources to take on this project.

They are quite experienced in the development of new construction senior housing. As we have proposed tonight, a Redevelopment Agreement that would help the project be financially feasible and viable. The development has proposed over a \$17 million dollar investment in the project. Through analysis of the City's economic development consultant, we have determined that there is a gap in the project, and we have determined that the best way to meet that gap and to fulfill the developer's request for financial incentives in order to make the project financially feasible, is to assist the developer through the creation of a tax increment financing district and provide rebates on a pay-as-you-go basis over the life of the TIF district up to \$1.3 million dollars or 11.8% of the TIF eligible project cost.

We have also proposed to provide a Letter of Support to the Illinois Housing Development Authority from the City that is outlined in the agreement, and we have also proposed to assist the developer with what is termed a rental assistance program that will be targeted to four units in the property, and that would be paid for not through the TIF but out of the City's general fund.

Alderman Schmidt stated that she was very enthusiastic about the redevelopment of this specific site and has questions about the way the TIF district is drawn.

Ordinance No. 2017 - 47

ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND AMONG THE
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AND JNB BLOOMINGTON,
LP AND TIF BLOOMINGTON, INC.

Motion by Alderman Schmidt seconded by Alderman Black that an Ordinance approving a Redevelopment Agreement between the City of Bloomington and JNB Bloomington LP and TIF Bloomington, Inc. be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

**Ayes: Aldermen Sage, Mwilambwe, Buragas, Schmidt, Black, Painter, and Bray.
Absent: Alderman Diana Hauman**

Nays: None.

Motion carried.

The following was presented:

Item 9C: Consideration of an Ordinance to authorize a Tax Increment Financing Feasibility Study and Redevelopment Plan for the proposed Downtown East TIF District.

Mr. Grammer stated that since a Redevelopment Agreement has been approved with Iceberg Development Group for the redevelopment of 510 East Washington, a component of the Redevelopment Agreement is for the City to create a TIF district that would encompass the 510 East Washington former high school property and its associated parking lot. The process to create a TIF is quite lengthy and takes about four to five months. We engage the services of a consultant to prepare a Redevelopment Plan. We are required to have a public hearing and draft multiple ordinances and incur legal expense to create a TIF district.

Mr. Hales commented that probably the wiser move is maybe start a little larger in TIF boundaries rather than smaller and that is because as the feasibility study is completed and we get that information, we can always reduce the boundaries but you cannot go back and expand them without starting the process all over.

Alderman Schmidt stated that she was interested in the City of Refuge Church being in this and trying to understand how a tax exempt property like that might benefit from TIF. She asked how you reconcile those changes that may be coming that support the older, historic neighborhoods as opposed to what we have now.

Mr. Grammer stated the zoning of this area on all these properties except for the parking lot of the former high school building are zoned B3, so that zoning controls the development. He stated that TIF does not change zoning. TIF just operates within the property tax and property tax increment. If the City Council wanted to pursue some other types of development standards for this specific area or for a larger area, those could be something that could be instituted.

Mr. Dabareiner stated that we are in the middle of a revision to the zoning ordinance. If we really want to help build the core of our downtown, we need to define it differently and create transitional areas, and this is something that would fall into a transitional area.

Ordinance No. 2017 - 48

AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
PROVIDING FOR A FEASIBILITY STUDY AND REPORT WITH RESPECT TO THE
DESIGNATION OF A CERTAIN AREA AS A TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA
(Downtown East Washington Street)

Motion by Alderman Black, seconded by Alderman Schmidt that an Ordinance to authorize a Tax Increment Financing Feasibility Study and Redevelopment Plan based on proposed Study Area 510 E. Washington Street be approved and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 9D: Consideration of an Ordinance approving an Annexation Agreement submitted by Kristen Lee Jones N/K/A Kristen Lee Guillory and The Benoit Group, LLC for approximately 3.12 acres commonly located at 102 Greenwood Ave, PIN: 21-16-101-008.

Mr. Dabareiner stated that since the agenda was developed, we do not need the letter of support mentioned in Item E.

Mayor Renner asked if we approved this conditioned on having an impact study, do we have any way to pull the plug on it through September.

Mr. Jurgens stated that the staff recommendation would be to table this contingent upon getting the information that the Council desires in the terms of any type of impact study, and we would like to set a date no later than one of the meetings in September; however, if we got that information before then, that we could come back to the Council and discuss it at that point in time.

Alderman Sage stated that he would like to hear from the City Manager on some ideas that he would suggest as part of an impact analysis.

Mr. Hales stated that about eight years we did some interesting analysis, evaluation, hired a gentleman by the name of Carson Bice that came in. For decades, there was a City public policy to incentivize residential development, and during that time, he was showing how the City had, over time, become a banker and as residential development took place and especially land was annexed into the City, unfortunately what was happening in many cases, there was a negative cash flow coming into the City meaning that the costs and expenditures of the City to cover police and fire service, planning and zoning, and for all the other City services, it was a negative cash flow. The revenue generated by the development was not sufficient.

Mayor Renner asked if we were to entertain a motion, what would that be?

Mr. Jurgens replied that the motion would be to table the consideration of the annexation agreement until no later than the meeting on September 25th.

Mayor Renner stated that would be pending fiscal impact analysis to the Council. We could bring it more quickly if for some reason the work was completed.

Alderman Sage stated that he would be supportive of that motion and appreciate that level of communication amongst staff, the developer, and especially the conversation with Unit 5. We

want to make the best-informed decision we can make and this allows us to come back and answer some much-needed questions that have not been answered.

ORDINANCE NO. 2017 - _____

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT FOR APROXIMATELY
3.12 ACRES LOCATED AT 102 GREENWOOD AVENUE, CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS

Motion by Alderman Sage, seconded by Alderman Bray to table this item to no later than September 25, 2017 to provide to the Council financial impact analysis of the project.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 9E: Consideration of a Resolution authorizing a Letter of Support to the Illinois Housing Development Authority for a 54 unit multifamily affordable housing complex at 102 Greenwood Avenue proposed by The Benoit Group, LLC. **Mayor Renner requested this item be removed from the agenda for consideration.**

RESOLUTION NO. 2017 -

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT FOR
SUBMISSION WITH THE APPLICATION BY THE BENOIT GROUP, LLC
TO THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY FOR FUNDS
TO DEVELOP THE PROPERTY LOCATED AT 102 GREENWOOD AVENUE
IN THE CITY OF BLOOMINGTON, ILLINOIS

The following was presented:

Item 9F: Consideration of an Ordinance Amending Chapter 2 and 29 of the City Code creating a Transportation Commission.

Mr. Jurgens reviewed some of the changes that staff has made since the last time Council considered this item. We corrected some of the renumbering that was within the ordinance.

Alderman Sage asked for clarity on Section 303, Number 2.

Mr. Karch answered that this is another venue for us to be able to have that public input. If there were changes to be made to the manual of practice, that would go through the Transportation Commission and then also through the Planning Commission.

Alderman Sage asked how the transportation group interacts with any implementation of the Downtown Master Plan.

Mr. Karch replied as the Downtown Master Plan deals with transportation components, that is how we would see this Transportation Commission playing into it. I would not see this affecting things like bench locations, decorative lights, things that are not transportation related.

Alderman Sage asked as it relates to the Downtown Master Plan, it would be specifically and only with those transportation items?

Mr. Hales stated that that is where we would take a lead role in that in helping make a decision and that is only what the Transportation Commission would review and look at.

Mr. Karch stated that we have tried to make very clear that this is just going to be a recommending body to that extent. We have also included language that says that all recommendations should be non-binding and meeting consideration with applicable law, safety standards and consideration of the recommendation of the Traffic Engineer.

Alderman Black stated that he thinks there is a value in having an organization that people can go to give their concerns, be heard and that recommendation process comes through the Council. We are always looking for ways to engage citizens in new and different ways and this is not only an opportunity to get people to serve on a Commission but it is also the opportunity for residents to talk to an institution to provide that feedback.

Alderman Hauman stated that she did not see a need for this. We are going to have seven more people engaged and that will be about it. She did ask if these would be three-year terms and what the impact would be on Public Works staff in terms of meetings and that kind of thing.

Alderman Buragas stated she was glad that time was taken to change a little bit of the language. This is a better ordinance and a better process moving forward to ensure the clarity for what we all wanted to see.

ORDINANCE NO. 2017 –49

AN ORDINANCE AMENDING CHAPTERS 2 AND 29 OF THE CITY CODE TO CREATE A TRANSPORTATION COMMISSION

Motion by Alderman Buragas, seconded by Alderman Black that an Ordinance Amending Chapters 2 and 29 of the City Code, be approved creating a Transportation Commission, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: Alderman Diana Hauman

Motion carried.

10. City Manager's Discussion

Mr. Hales commented on the Evergreen Cemetery matter and the user fee policy and the user fee study. Unfortunately, that has been one of those projects we have not been able to move along because of so many other pressing priority projects. That is still a big need for the City. He also stated the Jefferson Street Community House is Friday from 4 to 7 pm, and wanted to remind everyone to come by.

11. Mayor's Discussion

Mayor Renner stated he went to an event this evening at The Bistro remembering the one-year ago event at The Pulse nightclub in Orlando. It was just a few days after that that he went to U.S. Conference of Mayors. Buddy Dyer, who was and still is, the Mayor of Orlando gave a 25-minute account of what he did and how he did it and what happened. He stated this 25-minute account was on the U.S. Conference of Mayors website.

12. City Aldermen's Discussion

Alderman Hauman wished Mayor Renner a Happy Birthday later this week.

Alderman Schmidt commented on the fact that it was stated earlier that 70 to 75% of the people are likely to have cars. That means that 25 to 30% of the people do not have cars. Anyone who has gone to the Walk-In Bike Out has to see that we have lots of people in this community for whom there are no other options. It is our obligation to make our streets safe for everybody.

Alderman Buragas commented on the public comment made about bike lanes.

Alderman Sage commented on the public comment made about pictures of houses being put up on websites and stated this was inappropriate.

13. Adjournment

Motion made by Alderman Schmidt seconded by Alderman Hauman to adjourn the meeting at 9:48 p.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM: 7B

FOR COUNCIL: June 26, 2017

SUBJECT: Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$6,512,003.57.

RECOMMENDATION/MOTION: That the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$6,512,003.57, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$6,512,003.57 (Payroll total \$2,468,947.84, Accounts Payable total \$3,549,336.41, Procurement Card Purchases total \$186,878.92, and Electronic Transfers total \$306,840.40).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Carla A. Murillo, Budget Manager

Recommended by:



David A. Hales, City Manager

Attachment:

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

CITY OF BLOOMINGTON FINANCE REPORT					
Council of June 26, 2017					
PAYROLL					
Date	Gross Pay	Employer Contribution	Totals		
6/8/2017	\$ 1,404,929.93	\$ 368,895.59	\$ 1,773,825.52		
6/9/2017	\$ 250,919.47	\$ 82,053.97	\$ 332,973.44		
6/16/2017	\$ 275,771.34	\$ 85,504.81	\$ 361,276.15		
			\$ -		
6/8/2017-6/16/2017	\$ 759.06	\$ 113.67	\$ 872.73		
Off Cycle Adjustments					
		PAYROLL GRAND TOTAL	\$ 2,468,947.84		
ACCOUNTS PAYABLE					
Date	Bank	Total		PCARDS	
6/26/2017	AP General	\$ 3,375,552.51		Date Range	Total
6/26/2017	AP Comm Devel	\$ 18,078.15		5/1/2017-5/31/2017	\$ 186,878.92
6/26/2017	AP IHDA	\$ 900.00		PCARD GRAND TOTAL	\$ 186,878.92
6/26/2017	AP Library	\$ 29,930.82			
6/26/2017	AP MFT	\$ 98,368.78			
6/14/2017	Off Cycle Check Runs	\$ 26,506.15		WIRES	
				Date Range	Total
				5/31/2017-6/6/2017	\$ 306,840.40
	AP GRAND TOTAL	\$ 3,549,336.41		WIRE GRAND TOTAL	\$ 306,840.40
		TOTAL			\$ 6,512,003.57
			Respectfully,		
				Patti-Lynn Silva	
				Finance Director	



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: June 26, 2017

SUBJECT: Consideration of Approving Appointments and Reappointments to Various Boards and Commissions.

RECOMMENDATION/MOTION: That Michael Rudicil be appointed to the Board of Fire and Police Commissioners (Non-Partisan seat), that Jerry Kelleher and Mark Holderby be appointed to the Building Board of Appeals, that Debbie Hanchett be appointed to the Citizens Beautification Committee, and that Tara Desmond be appointed to the Bloomington-Normal Sister City Committee (Japan).

RECOMMENDATION/MOTION: That Judy Buchanan be reappointed to the Connect Transit Board.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

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

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

Board of Fire and Police Commissioners. Michael Rudicil of 211 S Vale, Bloomington, Illinois 61701 to the Bloomington Board of Fire and Police Commissioners. This will be Michael's first three-year term which will be effective upon appointment and will expire 4-30-20. Michael will be filling the Non-Partisan vacancy previously held by Keith Rich whose term expired 4-30-17 and who was not eligible for reappointment. Application is on file in the Administration Office.

Building Board of Appeals. Jerry Kelleher of 2003 E Jackson, Bloomington, Illinois 61701 to the Bloomington Building Board of Appeals. This will be Jerry's first three-year term which will be effective upon appointment and will expire 4-30-20. He will be filling the plumbing vacancy on the Board. Application is on file in the Administration Office.

Mark Holderby of 806 E Wood Street, Bloomington, Illinois 61701 to the Bloomington Building Board of Appeals. This will be Mark's first three-year term which will be effective upon appointment and will expire 4-30-20. He will be filling the HVAC vacancy on the Board. Application is on file in the Administration Office.

Citizens Beautification Committee. Debbie Hanchett of 222 Kreitzer Avenue, Bloomington, Illinois 61701 to the Citizens Beautification Committee. Debbie will be completing the remainder of the term previously held by Marlene Gregor whose term will expire 4-30-18. Debbie's term will

be effective immediately and will expire 4-30-18. Application is on file in the Administration Office.

Bloomington-Normal Sister City Committee (Japan). Tara Desmond of 1 Shorewood Court, Bloomington, Illinois 61704 to the Bloomington-Normal Sister City Committee (Japan). This will be Tara's first three-year term which will be effective upon appointment and will expire 4-30-20. Application is on file in the Administration Office.

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

Connect Transit Board. Judy Buchanan of 1206 E Jefferson, Bloomington, Illinois 61701 to the Connect Transit Board. This will be Judy's third full four-year term which will be effective 7-1-17 and will expire 6-30-21. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: Not applicable.

COMMUNITY DEVELOPMENT IMPACT: Not applicable.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:



David A. Hales
City Manager

Attachments:

- Roster

Building Board of Appeals

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Apt.	Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x	Plumbing	Jeffrey	Brown	04/30/20	2013	03/13/2017	NA	jb@pipeworksinc.com	8743 N 1550 E Road	Bloomington	61705				
x	Plumbing	Douglas	Dodson	04/30/17	2013	12/09/2013		ddodson@midlinesch.com	1003 S. Debra Ln	Perlice	61764				
x	HVAC	Jeremy	Dodson	04/30/17	2013	10/14/2013	3	ddodson@midlinesch.com	1418 Norma Dr	Bloomington	61704				
x	CHAIR - Construction (Engineer)	John	Meek	04/30/20	2013	03/13/2017	9	jmeek@fdco.com	1914 Heckberry Rd	Bloomington	61704				
x	At-Large	Michael	Gilmore	04/30/20	2017	03/13/2017	8	gilmorejones@hotmail.com	63 Crista Ave	Bloomington	61704				
x	HVAC	Barbara	Paige	04/30/17	2013	03/13/2017	8	barb@theleneeco.com	1107 Saddlebrook Drive	Bloomington	61704				
x	Electrical	Michael	Raikes	04/30/17	2013	10/14/2013	4	mike@lbevw197.org	1520 N Clinton Blvd	Bloomington	61701				
x	Construction (Design Pro)	Larry	Stevig	04/30/20	2013	03/27/2017	9	larry.stevig_sea@yahoo.com	26 Kleggsstone Circle	Bloomington	61704				
x	Electrical	John	Weber	04/30/17	2013	10/14/2013	8	jweber@weberelectricinc.com	2903 Grandview Dr	Bloomington	61704				
	Staff	Tom	DeBareiner					tdbareiner@cityblm.org	1115 E Washington	Bloomington	61701				
	Staff	Mark	Huber					mhuber@cityblm.org	1115 E Washington	Bloomington	61701				
	Staff	Robert	Coombs					roombstg@cityblm.org	1115 E Washington	Bloomington	61701				

Details: web updated

Term: 4 years (3 years as of 5/1/2014)
Term Limit per City Code: 3 terms/9 years
Members: 9 members
Number of members the Mayor appoints: 9
Type: Internal
City Code: Chapter 10, Section 23
Required by State Statute: No
Intergovernmental Agreements: None
Funding budgeted from COB for FY2014: None
Meetings: Bi-annually on 1st Tuesday of the month and as needed, 1:30 p.m., meeting notice will be given 48+ hours in advance - Blm City Hall Council Chambers

Number of Vacancies: 1
Number of Expired Board Members (Blm Appointments only): 4
Number of Expired Board Members Eligible for Reappointment: 3

Appointment/Reappointment Notes:

Citizens Beautification Committee

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number
x		Laurel	Schumacher	04/30/18	2015	05/11/15	9	autieschue@gmail.com	2004 Eho Lane	Bloomington	61704				
x	Chair	Robin	VanDermay	04/30/20	2014	03/27/17	3	vanik3011@yahoo.com	3011 Carlene Dr	Bloomington	61704				
x		Patricia	Marion	04/30/20	2014	03/27/17	4	mariafor61701@yahoo.com	1114 E Grove St	Bloomington	61701				
x		Georgene	Chisell	04/30/19	2017	07/11/16	2	gphise@yahoo.com	109 Urban St. Unit 10	Bloomington	61704				
x		Elizabeth	Kooba	04/30/19	2016	05/08/17	8	elizabethkooba@gmail.com	5702 Sugarberry Ave	Bloomington	61705				
x		Robert	Bradley	04/30/18	2017	05/22/17	9	rbradley@ilstu.edu	1 Sun Pointe Ct., Apt B	Bloomington	61704				
x	resigned 3/7/17	Mardene	Gresot	04/30/18	2011	04/13/15	6	734.536.5333 or 513.47.273	107 W Market St	Bloomington	61701				
x		Ananda	Weissgerber	04/30/19	2016	06/27/16	4	Ananda.Weissgerber@yahoo.com	1516 E Grove	Bloomington	61701				
x		Valerie	Duniser	04/30/19	2012	06/13/16	7	grandmavalerie@gmail.com	803 W Washington	Bloomington	61701				
x		Tamika	Mathews	04/30/19	2016	07/11/16	6	MaKaMathews@yahoo.com	810 W Jackson, Apt. 12	Bloomington	61701				
x		Erica	Larkin	04/30/20	2013	05/22/17	1	ericalark2@gmail.com	909 Snyder Dr	Bloomington	61701				
x		Mark	Larsen	04/30/18	2015	05/11/15	5	mlars43@yahoo.com	1424 Ridgeport Ave.	Bloomington	61704				
	Ex-Officio	Jan	Lauderman						4 Oxford Ct	Bloomington	61704				
	Ex-Officio	Stan	Cain												
	Staff	Robert	Mowes												
	Staff	David	Lamb						Parks & Rec Parks & Rec				434-2280 434-2280		

Details:

Term: 4 years (3 years as of 5/1/2014)

Term Limit per City Code: 3 terms/9 years

Members: 12 members, 1 ex-officio member

Number of members the Mayor appoints: 12

Type: Internal

City Code:

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 3rd Thursday of each month at 6:00 pm - BPD Osborn Room

Number of Vacancies: 1

Number of Expired Board Members (Bln Appointments only): 0

Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes

Connect Transit Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appt.	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number	Reappointment
x	Bim	Lauren	Lacy	06/30/18	10/24/16	2016	7	jacy.laur@gmail.com	1202 N Oak St.	Bloomington	61701					
x	Bim	John	Bowman	06/30/19	05/26/15	2005	3	john.bowman.bbt2@statefarm.com	3611 Pamela Dr	Bloomington	61704					
x	Bim	Ryan	Whitehouse	06/30/20	06/13/16	2012	7	whitehouse1114@gmail.com	1806 Cottage Ave	Bloomington	61701					
x	Bim	Judy	Buchanan	06/30/17	05/13/13	2009	4	judydm1@gmail.com	1206 E Jefferson	Bloomington	61701					
	Nml	John	Thomas	06/30/19	06/30/15	2009			809 Hester Avenue	Normal	61761					
	Nml	Jennifer	McDade	06/30/18	09/30/15	2015			803 Hester Avenue	Normal	61761					
	Nml	Mike	McCurdy	06/30/17	04/16/12	2012			1403 Chadwick Drive	Normal	61761					
	Staff/Contact	Julie	Phillips					jphillips@connect-transit.com	351 Wylie Dr	Normal	61761		829-1155			

Details:

Term: 4 years, exp date is June 30th
Term Limit per City Code: not applicable
Members: 7 members
Number of members the Mayor appoints: 4
Type: Multi-Jurisdictional
City Code:
Required by State Statute: No
Intergovernmental Agreements: Yes
Funding budgeted from COB for FY2014:
Meetings: 4th Tues of each month at 4:30pm - BNPTS 351 Wylie Dr, Normal
Number of Vacancies: 0
Number of Expired Board Members (Bim Appointments only): 1

Appointment/Reappointment Notes:

Board of Fire & Police Commissioners

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number	Political Party	Notes
x		Thomas	Whalen	04/30/20	2016	05/22/2017	7	tlw200@hotmail.com	1522 W Chestnut	Bloomington	61701						
x		Nicole	Brown	04/30/20	2017	05/08/2017	8	brownn@mvmtlls.org	2206 Patriots Point Dr	Bloomington	61704						
x		James	Jordan	04/30/17	2016	09/28/2016	9	jordanj132@gmail.com	3207 Bremen Lane	Bloomington	61704						
x		Keth	Rich	04/30/17	2008	04/14/2014	8	keth1945@gmail.com	32 Chawick Cir	Bloomington	61704						
x		"Deann"	Messinger	04/30/20	2011	03/13/2017	9	deannmessinger@comcast.net	2107 Hackberry Rd	Bloomington	61704						
	Staff	Daniel	Esquivel	4/34-2468													
	Staff	Nicole	Alberson														
	Staff	Angela	Fyans-Jimenez														
	Staff	Brendan	Hefner														
	Staff	Brian	Mohr														

Details:
Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 5 members
Number of members the Mayor appoints: 5
Type: Internal
City Code:
Required by State Statute: Yes
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 1st Tuesday of each month at 4:00pm - City Hall Conference Room
Other: Per State Statute, no more than two members can be from the same political party. If a member does not vote in a Primary, they are considered Independent.
Number of Vacancies: 0
Number of Expired Board Members (Blm Appointments only): 2
Number of Expired Board Members Eligible for Reappointment: 1
Appointment/Reappointment Notes: **Independent Appointment - As long as the person is not active with another political party (i.e., voting in the primaries and/or holding office as a member of the political party) and is willing to sign an affidavit attesting that he/she is an independent, then they are eligible to serve as such.

Japanese Sister City Committee

Blm Mayor Appointed	Staff/Chair	FirstName	LastName	Expiration	Year First Appt	Appointment Date	Ward	Email	Street	Zip	Home Phone	Work Phone	Cell Phone
x	Robert	Robert	Harrison	04/30/20	2014	03/13/17	9	harrisonr@unit5.org	2810 Greenfield Rd	61704			
x	Steven	Steven	Campbell	04/30/20	2014	03/13/17	7	smc8891@comcast.net	10 Marvin Gardens	61701			
x	Teodora	Teodora	Arnoldza	04/30/19	2013	03/28/16	8	tanotoza@wu.edu	39 Breckenwood Ct	61704			
x	Ken	Ken	Ola	04/30/19	2016	03/28/16	2	kola@albhagraphics.com	27 Lone Oak Ct	61705			
x	Kyle	Kyle	Silver	04/30/20	2016	03/27/17	5	kylesvr@gmail.com	312 Mecherle Drive, Apt. 7	61701			
x	Chair	Harriett	Steinbach	04/30/17	2008	06/09/08	4	harriett.steinbach@cityofboston.org	511 E Market St	61701			
x	Sanae	Sanae	Ferrier	04/30/19	2010	03/14/16	3	sanaeekdauchi@hotmail.com	2708 Brunswick Dr	61704			
x	Gindy	Gindy	Hansen	04/30/18	2009	07/13/15		dwihtl_hansen@hotmail.com	422 Standish Dr	61704			
x	Noha	Noha	Shawki	04/30/18	2015	04/13/15	4	nshawki@lulian-noha.org	816 E Monroe	61701			
x	Catrina	Catrina	Murphy	04/30/18	2014	05/11/15	1	catrina.murphy79@gmail.com	1219 S Mason	61701			

Details:

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 20 members
Number of members the Mayor appoints: 10 (10 appointed by Normal)
Type: Multi-Jurisdictional
City Code:
Required by State Statute: No
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 1st Monday of each month, 6:30pm in the CIRA Community Room
Number of Vacancies: 2
Number of Expired Board Members (Blm Appointments only): 1

Appointment/Reappointment Notes:

ese Sister City Committee

Staff/Chair	FirstName	LastName	Notes
	Robert	Harrison	
	Steven	Campbell	
	Teodora	Amoiza	
	Ken	Ola	
	Kyle	Silver	
Chair	Harriet	Steinbach	
	Sanae	Ferrier	
	Cindy	Hansen	
	Noha	Shawki	
	Catrina	Murphy	

Details:
Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 20 members
Number of members the Mayor appoints: 10 (10 appoi
Type: Multi-Jurisdictional
City Code:
Required by State Statute: No
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 1st Monday of each month, 6:30pm in the C
Number of Vacancies: 2
Number of Expired Board Members (Blm Appointme

Appointment/Reappointment Notes:



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: June 26, 2017

SUBJECT: Consideration of approving and agreement with Tyler Technologies, (New World Public Safety Software Enterprise) upgrade for the City's computer aided dispatch system.

RECOMMENDATION/MOTION: Recommend that the Agreement with Tyler Technologies be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City has partnered with Tyler Technologies (formerly New World Systems) since 2005 to provide first responders with a state of the art computer aided dispatch system. The computer aided dispatch system is the key component of the 911 center. This system tracks all incoming emergency and non-emergency phone calls. The system assigns, tracks, and maintains the status of police, fire, and emergency medical personnel in the City. This upgrade takes the City's computer aided dispatch system to the newest platform offered by Tyler Technologies. All components of our existing systems will be upgraded with this investment. The upgrade also includes upgrades to mapping and the addition of routing technologies. With routing, emergency response personnel will be provided with turn by turn directions to emergencies to ensure the quickest and most time efficient route to the scene. The upgrade also includes the Decision Support module. This module simplifies reporting, trend analysis, and the delivery of information through the use of high-level dashboards. This enhances Police and Fire Command Staffs decision making, improves organizational performance, and assists in response planning. The module also provides instant access to details on trends and response times.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total cost of this investment is \$188,050. This investment was budgeted at \$171,565.00 and is included in the Capital Lease-Capital Outlay Office & Computer Equipment account (40110137 – 72120). The contract Tyler Investment Summary Dated 5/23/17 – E.1.) stipulates "...lump sum payment on the first day of the month following the Amendment Effective Date." The difference of \$16,485 between budget and actual will be covered by the lease account. Stakeholders can locate this in the FY 2018 Proposed Budget Book titled "Proposed Other Funds Budget" on pages 84 and 87.

COMMUNITY DEVELOPMENT IMPACT: Not applicable

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY
CONSTRUCTION:** Not applicable

Respectfully submitted for Council consideration.

Prepared by: Darren R. Wolf, Communications Center Manager

Reviewed by: Brendan O. Heffner, Chief of Police
Brian M. Mohr, Fire Chief

Reviewed by: Scott A. Sprouls, Information Service Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

Attachments:

- BPD 1B Tyler Technologies Investment Summary
- BPD 1C Tyler Contract Amendment
- BPD 1D Tyler Sole Source Letter



Investment Summary

BLOOMINGTON POLICE DEPARTMENT, IL May 23, 2017

Tyler Software and Services

A. License Fees		\$33,500
1) Licensed Standard Software	\$209,130	
2) Less Evergreen Discount	(168,130)	
3) Less Customer Loyalty Discount	(7,500)	
B. Professional Services		110,050
C. Third Party Products and Services		6,500
D. Travel and Living Expenses (Estimate)		38,000
	TOTAL ONE TIME COST	<u>\$188,050</u>

Maintenance

E. Maintenance and Support Fees		
1) Maintenance and Support Services:		
Includes Emergency 24/7 Maintenance for CAD only		
	Year 1 Maintenance	8,400

NOTE: Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, we reserve the right to adjust its prices accordingly. Prices do not include hardware servers or workstations.

CONFIDENTIAL AND PROPRIETARY

Investment Summary

BLOOMINGTON POLICE DEPARTMENT, IL
New World MSP to Enterprise CAD Upgrade

May 23, 2017

A. LICENSE FEES		
ITEM	DESCRIPTION	INVESTMENT

DELETED STANDARD SOFTWARE

CAD

(Workstations included in CAD Base - 8)

1. New World MSP Combined LE/Fire/EMS CAD

- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- Fire Equipment Search/Fire Equipment Move
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hazmat Search
- Hydrant Inventory
- Access to New World LE Records
- Access to New World Fire Records
- Note Pads
- Rip-N-Run Remote Printing
- Run Cards/Response Plans

2. Additional New World MSP Software for Computer Aided Dispatch

- BOLOs
- CAD Mapping
- Data Analysis/Crime Mapping/Management Reporting
- Web CAD Monitor

3. New World MSP Third Party CAD Interface Software

- E-911 Interface
- New World State/NCIC Interface
Includes state-specific standard forms

On-Line Modules

- On-Line CAD Interface to State/NCIC
Includes state-specific standard forms
- Pre-Arrival Questionnaire Interface (1 questionnaire(s) - EMD)
- Fire Records Interface (one-way interface; CAD closed incidents)

4. Additional CAD Workstations

- 20 workstations

Bloomington Police Dept., IL
Investment Summary
NEW WORLD PUBLIC SAFETY SOFTWARE

REPLACEMENT EVERGREEN STANDARD SOFTWARE

CAD

5. New World Enterprise Combined LE/Fire/EMS CAD	\$86,130
- CAD Mapping	
- Call Entry	
- Call Control Panel	
- Unit Recommendations	
- Unit Status and Control Panel	
- Call Stacking	
- CAD Messaging	
- Call Scheduling	
- Dispatch Questionnaire	
- Fire Equipment Search/Fire Equipment Move	
- GIS/Geo-File Verification	
- Hazard and Location Alerts	
- Hazmat Search	
- Hydrant Inventory	
- Access to New World LE Records	
- Access to New World Fire Records	
- Note Pads	
- Proximity Dispatch (Requires CAD AVL and Mobile)	
- Rip-N-Run Remote Printing	
- Run Cards/Response Plans	
 6. Additional New World Enterprise Software for Computer Aided Dispatch	
- BOLOs	9,000
- Web CAD Monitor	20,000
 7. New World Enterprise Third Party Interface Software	
- E-911 Interface	9,000
- New World State/NCIC Interface/On-Line CAD State/NCIC Includes state-specific standard forms	17,000
- Pre-Arrival Questionnaire Interface (3 questionnaire(s) - EMD, Fire, Police) <i>Supports ProQA for Fire, EMD, Police; ProQA Paramount for Fire, EMD, Police; APCO Meds & Advisor, PowerPhone</i>	9,000
- Fire Records Interface (one-way interface) <i>Supports Firehouse (Requires ACS Firehouse CAD monitor, not included), High Plains, Sunpro, ImageTrend, ESO, Emergency Reporting</i>	18,000
 8. Workstation License	Included

SUB-TOTAL CAD MODULES	\$168,130
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ADDED STANDARD SOFTWARE**CAD****9. Additional New World Enterprise Software for Computer Aided Dispatch**

- CAD AVL	9,000
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DECISION SUPPORT SOFTWARE**10. Law Enforcement Management Data Mart**

- Includes 10+ users	18,000
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Dashboards for Law Enforcement	14,000
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SUB-TOTAL ADDED MODULES	\$41,000
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STANDARD NEW WORLD SOFTWARE LICENSE FEE	\$209,130
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LESS EVERGREEN DISCOUNT	(168,130)
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LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT	(7,500)
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TOTAL TYLER SOFTWARE LICENSE FEES DUE	<u>\$33,500</u>
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Note: Other than for Mobile Software, a Workstation License for up to 28 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- Bloomington Police Department, IL

B. PROFESSIONAL SERVICES		
ITEM	DESCRIPTION	INVESTMENT
PROFESSIONAL SERVICES		
1.	Project Management Services as required:	\$11,040
	- Project Management	
	- Overall consultation and communication	
	- Monthly status reports and project updates throughout the duration of the project	
	- Implementation Plan	
2.	Up to 280 hours of Implementation and Training Services are included for:	31,500
	- Software Tailoring and Set Up	
	- User Education and Training	
	- Other Technical Support	
	- Travel Time Included	
	<i>* Assumes train-the-trainer approach, with the exception of CAD, which is end user training</i>	
3.	Systems Assurance and Software Installation	16,240
	New World Enterprise Standard Environment	16,240
	- Configure application servers	
	- Consult on connectivity to new or existing Windows environment	
	- Verify operating system and SQL configuration	
	- Verify workstation configuration	
4.	Enterprise Mobile Upgrade Service Fees:	16,820
	<u>Applications to be Upgraded:</u>	
	- Messaging only	8,120
	- Fire / EMS Messaging	4,350
	- Mapping and AVL	4,350

 Bloomington Police Dept., IL
 Investment Summary
 NEW WORLD PUBLIC SAFETY SOFTWARE

5. Fixed Installation Service Fees:	26,100
- 911 Interface	900
- State/NCIC	4,500
- On-Line CAD Interface to State/NCIC	1,800
- Pre-Arrival Questionnaire Interface (3 instances)	2,700
- Fire Records Interface	450
- Web CAD Monitor	450
- NCIC Parsing (CAD)	2,700
- NCIC Parsing (Mobile)	2,700
- Response Plans	1,800
- Interface Go-Live Support	900
- Interface Post-Live Support	900
GIS Implementation	
-New World Enterprise	6,300
6. Decision Support Software Implementation Services: (CAD)	4,350
- Installation of standard library components (cubes and dashboards)	
- Training with data and reporting cubes	
- Training on use of data mart for custom report building	
- Requires up to 2 on-site trips - remaining work will be completed remotely	
7. Data File Conversion Pricing Estimates	
<u>Multiple Application Database</u>	
- CAD / Call for Service	4,000

TOTAL IMPLEMENTATION SERVICES	\$110,050
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C. THIRD PARTY PRODUCTS AND SERVICES		
ITEM	DESCRIPTION	INVESTMENT

1. THIRD PARTY PRODUCTS AND SERVICES		
THIRD PARTY SOFTWARE		
a. GIS Software		\$6,500
CAD		
- Esri 10.2	6,500	
Server (1 unit)		
CAD Workstations (20 units)		
Mobile Clients (60 units)		

TOTAL THIRD PARTY PRODUCTS AND SERVICES	\$6,500
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D. TRAVEL AND LIVING EXPENSES (Estimate)		
ITEM	DESCRIPTION	INVESTMENT

1. TRAVEL AND LIVING EXPENSES (Estimate)		
Estimated 19 trips at \$2,000 per trip.		\$38,000

TOTAL ONE TIME COST	<u>\$188,050</u>
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E. MAINTENANCE AND SUPPORT FEES		
ITEM	DESCRIPTION	INVESTMENT

1. MAINTENANCE AND SUPPORT AGREEMENT (Year 1 Cost):

Associated Maintenance and Support fees will be added to the Client's current Maintenance and Support Agreement and will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. (Includes Exhibit A Esri Integration for the Esri software that is part of Exhibit A Licensed Software.)

Year 1 Maintenance: \$8,400

PRICING VALID THROUGH AUGUST 19, 2017.

Pricing Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include any required 3rd party hardware or software unless specified in Section C of this Investment Summary. Customer is responsible for any 3rd party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Customer is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

For State/NCIC, Customer is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Configuration and end user training for Decision Support Software to occur after Customer has been live for 3 months or longer on an application.

 Bloomington Police Dept., IL
 Investment Summary
 NEW WORLD PUBLIC SAFETY SOFTWARE



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Bloomington, with offices at 305 S. East Street, Bloomington, IL 61702-3157 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of June 30, 2005 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The "Deleted Standard Software" set forth in Exhibit 1 is hereby removed from the Agreement, and Client's license thereto shall cease when the "Replacement Evergreen Standard Software" and "Added Standard Software", set forth in Exhibit 1 and hereby added to the Agreement, has been moved to a live production environment. Project management, implementation and training services associated with the upgrade will be provided according to the terms of Schedule(s) 1 to Exhibit 2.
2. The following payment terms shall apply:
 - a. Additional software fees as set forth in Exhibit 1 will be invoiced 100% on the Amendment Effective Date.
 - b. Associated maintenance and support fees (including Esri and Embedded Third Party Software) for the Replacement Standard Software will remain unchanged from the Deleted Standard Software. Associated maintenance and support fees for the Added Standard Software listed in Exhibit 1 will be invoiced on a pro rata basis for the period beginning on the first day of the month following the Amendment Effective Date through the end of the current maintenance term and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. On an annual basis thereafter, Tyler will invoice Client its then-current annual maintenance and support fees.
 - c. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - d. Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the Effective Date.
 - e. *Conversions*: Fixed-fee conversions are invoiced 50% upon acceptance of the Conversion Analysis Document, and 50% upon initial delivery of converted data.
 - f. *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

Third Party Software Maintenance (excluding Esri and Embedded Third Party Software): The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.

g. Travel expenses shall be invoiced as incurred, as applicable.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Bloomington, IL

By: _____

By: _____

Name: Greg Sebastian

Name: _____

Title: President, Public Safety Division

Title: _____

Date: _____

Date: _____



Exhibit 1

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Investment Summary

BLOOMINGTON POLICE DEPARTMENT, IL May 23, 2017

Tyler Software and Services

A. License Fees		\$33,500
1) Licensed Standard Software	\$209,130	
2) Less Evergreen Discount	(168,130)	
3) Less Customer Loyalty Discount	(7,500)	
B. Professional Services		110,050
C. Third Party Products and Services		6,500
D. Travel and Living Expenses (Estimate)		38,000
	TOTAL ONE TIME COST	<u>\$188,050</u>

Maintenance

E. Maintenance and Support Fees		
1) Maintenance and Support Services:		
Includes Emergency 24/7 Maintenance for CAD only		
	Year 1 Maintenance	8,400

NOTE: Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, we reserve the right to adjust its prices accordingly. Prices do not include hardware servers or workstations.

A. LICENSE FEES		
ITEM	DESCRIPTION	INVESTMENT

DELETED STANDARD SOFTWARE

CAD

(Workstations included in CAD Base - 8)

1. New World MSP Combined LE/Fire/EMS CAD

- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- Fire Equipment Search/Fire Equipment Move
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hazmat Search
- Hydrant Inventory
- Access to New World LE Records
- Access to New World Fire Records
- Note Pads
- Rip-N-Run Remote Printing
- Run Cards/Response Plans

2. Additional New World MSP Software for Computer Aided Dispatch

- BOLOs
- CAD Mapping
- Data Analysis/Crime Mapping/Management Reporting
- Web CAD Monitor

3. New World MSP Third Party CAD Interface Software

- E-911 Interface
- New World State/NCIC Interface
 - Includes state-specific standard forms
- On-Line Modules
 - On-Line CAD Interface to State/NCIC
 - Includes state-specific standard forms*
 - Pre-Arrival Questionnaire Interface (1 questionnaire(s) - EMD)
 - Fire Records Interface (one-way interface; CAD closed incidents)

4. Additional CAD Workstations

- 20 workstations

REPLACEMENT EVERGREEN STANDARD SOFTWARE

CAD

5. New World Enterprise Combined LE/Fire/EMS CAD	\$86,130
- CAD Mapping - Call Entry - Call Control Panel - Unit Recommendations - Unit Status and Control Panel - Call Stacking - CAD Messaging - Call Scheduling - Dispatch Questionnaire - Fire Equipment Search/Fire Equipment Move - GIS/Geo-File Verification - Hazard and Location Alerts - Hazmat Search - Hydrant Inventory - Access to New World LE Records - Access to New World Fire Records - Note Pads - Proximity Dispatch (Requires CAD AVL and Mobile) - Rip-N-Run Remote Printing - Run Cards/Response Plans	
6. Additional New World Enterprise Software for Computer Aided Dispatch	
- BOLOs	9,000
- Web CAD Monitor	20,000
7. New World Enterprise Third Party Interface Software	
- E-911 Interface	9,000
- New World State/NCIC Interface/On-Line CAD State/NCIC Includes state-specific standard forms	17,000
- Pre-Arrival Questionnaire Interface (3 questionnaire(s) - EMD, Fire, Police) <i>Supports ProQA for Fire, EMD, Police; ProQA Paramount for Fire, EMD, Police; APCO Meds & Advisor, PowerPhone</i>	9,000
- Fire Records Interface (one-way interface) <i>Supports Firehouse (Requires ACS Firehouse CAD monitor, not included), High Plains, Sunpro, ImageTrend, ESO, Emergency Reporting</i>	18,000
8. Workstation License	Included

SUB-TOTAL CAD MODULES	\$168,130
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ADDED STANDARD SOFTWARE

CAD

9. Additional New World Enterprise Software for Computer Aided Dispatch

- CAD AVL 9,000

DECISION SUPPORT SOFTWARE

10. Law Enforcement Management Data Mart

- Includes 10+ users 18,000

Dashboards for Law Enforcement

14,000

SUB-TOTAL ADDED MODULES		\$41,000
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STANDARD NEW WORLD SOFTWARE LICENSE FEE

\$209,130

LESS EVERGREEN DISCOUNT

(168,130)

LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT

(7,500)

TOTAL TYLER SOFTWARE LICENSE FEES DUE		<u>\$33,500</u>
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Note: Other than for Mobile Software, a Workstation License for up to 28 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- Bloomington Police Department, IL

B. PROFESSIONAL SERVICES		
ITEM	DESCRIPTION	INVESTMENT

PROFESSIONAL SERVICES

1. Project Management Services as required:

\$11,040

- Project Management
- Overall consultation and communication
- Monthly status reports and project updates throughout the duration of the project
- Implementation Plan

2. Up to 280 hours of Implementation and Training Services are included for:

31,500

- Software Tailoring and Set Up
- User Education and Training
- Other Technical Support
- Travel Time Included

** Assumes train-the-trainer approach, with the exception of CAD, which is end user training*

3. Systems Assurance and Software Installation

16,240

New World Enterprise Standard Environment

16,240

- Configure application servers
- Consult on connectivity to new or existing Windows environment
- Verify operating system and SQL configuration
- Verify workstation configuration

4. Enterprise Mobile Upgrade Service Fees: 16,820

Applications to be Upgraded:

- Messaging only	8,120
- Fire / EMS Messaging	4,350
- Mapping and AVL	4,350

5. Fixed Installation Service Fees: 26,100

- 911 Interface	900
- State/NCIC	4,500
- On-Line CAD Interface to State/NCIC	1,800
- Pre-Arrival Questionnaire Interface (3 instances)	2,700
- Fire Records Interface	450
- Web CAD Monitor	450
- NCIC Parsing (CAD)	2,700
- NCIC Parsing (Mobile)	2,700
- Response Plans	1,800
- Interface Go-Live Support	900
- Interface Post-Live Support	900

GIS Implementation

-New World Enterprise	6,300
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6. Decision Support Software Implementation Services: (CAD) 4,350

- Installation of standard library components (cubes and dashboards)
- Training with data and reporting cubes
- Training on use of data mart for custom report building
- Requires up to 2 on-site trips - remaining work will be completed remotely

7. Data File Conversion Pricing Estimates

Multiple Application Database

- CAD / Call for Service	4,000
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TOTAL IMPLEMENTATION SERVICES	\$110,050
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C. THIRD PARTY PRODUCTS AND SERVICES		
ITEM	DESCRIPTION	INVESTMENT

1. THIRD PARTY PRODUCTS AND SERVICES

THIRD PARTY SOFTWARE

a. GIS Software

\$6,500

CAD

- Esri 10.2	6,500
Server (1 unit)	
CAD Workstations (20 units)	
Mobile Clients (60 units)	

TOTAL THIRD PARTY PRODUCTS AND SERVICES	\$6,500
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D. TRAVEL AND LIVING EXPENSES (Estimate)		
ITEM	DESCRIPTION	INVESTMENT

1. TRAVEL AND LIVING EXPENSES (Estimate)

Estimated 19 trips at \$2,000 per trip.

\$38,000

TOTAL ONE TIME COST

\$188,050

E. MAINTENANCE AND SUPPORT FEES		
ITEM	DESCRIPTION	INVESTMENT

1. MAINTENANCE AND SUPPORT AGREEMENT (Year 1 Cost):

Associated Maintenance and Support fees will be added to the Client's current Maintenance and Support Agreement and will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. (Includes Exhibit A Esri Integration for the Esri software that is part of Exhibit A Licensed Software.)

Year 1 Maintenance:

\$8,400

PRICING VALID THROUGH AUGUST 19, 2017.

Pricing Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include any required 3rd party hardware or software unless specified in Section C of this Investment Summary. Customer is responsible for any 3rd party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Customer is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

For State/NCIC, Customer is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Configuration and end user training for Decision Support Software to occur after Customer has been live for 3 months or longer on an application.



Exhibit 2

Upgrade Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software; and
- b) Training you or assisting with your training on the Tyler Software .

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

We make all reasonable efforts to schedule our personnel for travel, 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.

3. Interface and/or Fixed Installation Services

We shall provide interface and/or fixed installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File

Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. Hardware Quality Assurance Service

We shall provide Hardware Systems Assurance of your .NET server(s).

- a) Hardware Quality Assurance Services (Standard Environment):
Hardware Systems Assurance and Software Installation:
 - Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of our Application Servers
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Install Anti-Virus Software and Configure Exclusions
 - Install Automated Backup Software and Configure Backup Routines
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

5. Decision Support Systems (DSS) Implementation Services

We will provide you with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:

- a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. You are responsible for ensuring that appropriate command level personnel/decision makers are available for this session.
- b) Solution design and review sessions to document and collaboratively analyze tools and dashboards to assist with data needs and decision making as discussed during the consultative session(s). Your sign off will be required on agreed upon requirements of reporting cubes and dashboards.
- c) Installation and configuration of DSS software.
- d) On-site training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.
- e) Installation of your specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).



Exhibit 2
Schedule 1
Data File Conversion Assistance

We will provide conversion assistance to you to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files.

General

1. This conversion effort includes data coming from the New World database, not multiple sources.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.
2. We will provide the data conversion programs to convert your data from a single data source to the Tyler Software.
3. As provided in the approved project plan for conversions, we will schedule on-site trip(s) to your location in order to conduct the following: Conversion Go-Live Implementation and Support

You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

Client Responsibilities

1. You will give us access to your current MSP database for extraction of data.
2. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.
3. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Files to be Converted:

New World MSP CAD / Call for Service to New World Enterprise CAD Calls for Service.



One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

June 13, 2017

Mr. Darren R. Wolf, ENP
City of Bloomington
305 S. East Street
Bloomington, IL 61702-3157

Via e-mail: dwolf@cityblm.org

Dear Mr. Wolf:

I am legal counsel to Tyler Technologies, Inc. ("Tyler"). On November 16, 2015, New World Systems ("NWS") merged with and into Tyler, with Tyler being the surviving entity (the "Merger"). Effective as of the Merger, Tyler became the successor-in-interest to NWS, and assumed its rights and obligations, including but not limited to its intellectual property rights in and to NWS software products.

Therefore, I can confirm to you that:

1. The NWS software is now developed, licensed, implemented and maintained by Tyler.
2. Tyler is now the only authorized developer, licensor and implementer of the NWS software.
3. Tyler is also the only entity authorized to maintain the NWS software including the provision of software updates and support.

Please feel free to contact me should you need anything further.

Sincerely,

/s/ Craig Seekamp

Craig Seekamp
Senior Corporate Attorney
craig.seekamp@tylertech.com



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: June 26, 2017

SUBJECT: Consideration of approving the purchase One Bobcat 5600 Toolcat for the Lake Bloomington Division of the Water Department in the amount of \$48,100.40

RECOMMENDATION/MOTION: Council approve the purchase One (1) Bobcat 5600 Toolcat Utility Work Machine using the National Joint Powers Alliance Contract Number 04815-CEC from Bobcat Company of West Fargo, ND in the amount of \$48,100.40, and authorize the Purchase Manager to issue a Purchase Order.

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

STRATEGIC PLAN SIGNIFICANCE: In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services.

BACKGROUND: The Lake Maintenance Division of the Water Department currently has a 2006 Bobcat 5600 Toolcat Work Machine with bucket, mower, pallet forks, tiller, grapple bucket for brush, snowplow, salt spreader, and sweeper broom attachments. It is used all around the Lake Bloomington Parks, Maintenance Facility, and the Water Treatment Plant year round. It has 1,653 hours and maintenance cost to date is \$4,779.44. The attachments are in good shape and will be retained. The new unit will come with a 36" tree planting spade, 9" post auger, and stump grinder to make the unit even more versatile. The replaced unit is estimated to be worth \$16,000.00 and will be traded in.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: The Lake Maintenance Division of the Water Department has \$66,950.00 Budgeted in the FY 2018 Capital Lease-Capital Outlay Equipment Other than Office account (40110137-72140). The replacement unit will cost \$48,100.40 which includes a trade credit of \$16,000.00 for the 2006 Bob Cat 5600. Stakeholders can locate this in the FY 2018 Proposed Budget Book titled "Proposed Other Funds Budget" on pages 84 and 89.

COMMUNITY DEVELOPMENT IMPACT: *Not applicable*

[Link to Comprehensive Plan/Downtown Plan Goals:](#)

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

Reviewed by: Bob Yehl, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales". The signature is fluid and cursive, with a long horizontal stroke at the beginning and a small loop at the end.

David A. Hales
City Manager

Attachments:

- Quotation
- Picture



Bobcat

Product Quotation

Quotation Number: JLK-00804

Date: 2017-06-12 10:42:38

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF BLOOMINGTON G11796 PUBLIC WORKS DEPT 336 SOUTH MAIN STREET BLOOMINGTON, IL 61701	Chuck Bobcat of Bloomington, Bloomington, IL 13955 CAROLE DRIVE BLOOMINGTON IL 61701 Phone: (309) 820-7543 Fax: (309) 828-7820	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.co m

Description	Part No	Qty	Price Ea.	Total
Bobcat 5600	M1221	1	\$44,636.24	\$44,636.24
Adjustable Vinyl Seats	Hydraulic Dump Box			
All-Wheel Steer	Instrumentation:			
Automatically Activated Glow Plugs	- Hour meter, Job Hours, Speedometer, - Tachometer, Fuel Gauge, Engine - Temperature Gauge, and Warning Lights			
Auxiliary Hydraulics Variable Flow with dual direction detent	Joystick, Manually Controlled with Lift Arm Float			
Beverage Holders	Lift Arm Support			
Bob-Tach	Parking Brake, automatic			
Boom Float	Power Steering with Tilt Steering Wheel			
Cargo Box Support	Radiator Screen			
Cruise Control	Rear Receiver Hitch			
Deluxe Operator Canopy includes: - Front Window, Rear Window , - Front Wipers, and Electrical Power Port	Seat Belts, Shoulder Harness			
Lower Engine Guard	Spark Arrestor Muffler			
Limited Slip Transaxle	Suspension, 4-wheel independent			
Engine and Hydraulic Monitor with Shutdown	Tires: 27 x 10.5-15 (8 ply), Lug Tread			
Front Work Lights	Toolcat Interlock Control System (TICS)			
Full-time Four-Wheel Drive	Two-Speed Transmission			
Horsepower Management - Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 - Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I	Warranty: 1 Year, Unlimited Hours			
Dome Light				
Deluxe Road Package	M1221-P01-C01	1	\$1,945.68	\$1,945.68
Backup Alarm	Side Mirrors			
Turn Signals	Horn			
Flashers	Lower Engine Guard			
Tail Lights	Rear Work Lights			
Brake Lights	Headlights			
Rear View Mirror				
Cab Enclosure with Heater & Air Conditioning	M1221-R02-C03	1	\$4,076.16	\$4,076.16
High Flow Package	M1221-R03-C02	1	\$1,273.36	\$1,273.36
Keyless Ignition	M1221-R06-C02	1	\$268.40	\$268.40
Attachment Control	M1221-R08-C02	1	\$167.20	\$167.20
Power Bob-Tach	M1221-R12-C02	1	\$879.12	\$879.12
Traction Control	M1221-R16-C02	1	\$435.60	\$435.60

Interior Trim	M1221-A01-C05	1	\$171.60	\$171.60
15C Auger Drive Unit	6809442	1	\$1,219.80	\$1,219.80
--- Auger Mounting Frame - Loaders and Compact Tractors	6812980	1	\$285.00	\$285.00
--- 36" Tree Planting Bit	6666902	1	\$894.59	\$894.59
--- Standard Duty Bit, 9"	6666892	1	\$329.25	\$329.25
SG 60 Stump Grinder	6808034	1	\$6,528.40	\$6,528.40

Total of Items Quoted	\$63,110.40
Freight Charges	\$990.00
Dealer Assembly Charges	\$0.00
Trade-in Trade In	(\$16,000.00)
Quote Total - US dollars	\$48,100.40

Notes: Contact Chuck with Bobcat of Bloomington to order. PO should be made out to (Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078) but sent to Bobcat of Bloomington to submit.

**Prices per the NJPA Contract #042815-CEC. Effective thru 05-19-2019*

**Customer must be a Coop Member to buy off contract – Log onto www.njpacoop.org if not a member to sign up.*

**Terms Net 30 Days. Credit cards accepted.*

**FOB Origin – Prepay and Add to Quote*

**Delivery: 60 to 90 days from ARO.*

**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, PO Box 6000, West Fargo, ND 58078.***

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____





25432
DAVIS, LOUISIANA

LB12
Turbo
5600



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: June 26, 2017

SUBJECT: Consideration of approving the scheduled replacement of one (1) Rear Loading Refuse Truck for the Solid Waste Division of the Public Works Department in the amount of \$166,420.00.

RECOMMENDATION/MOTION: That the purchase of one (1) McNeilus Model 2511 25 Yard Rear Loader body and Kenworth T370 Chassis from McNeilus Truck and Manufacturing Co. of Dodge Center, MN. using the National Joint Powers Alliance contract number 112014-MCN (valid through 12/16/18) in the amount of \$166,420.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services.

BACKGROUND: Solid Waste Division of the Public Works Department has a 2004 International 7400 Rear Loading Refuse Truck with 89,904 miles and 14,259 hours that is due for replacement in Fiscal Year 2018. The maintenance cost to date for this unit is \$166,704.57. Recent repairs include engine, electrical, air brake system, exhaust system, wheel hub, and hydraulic system. This unit is rusting badly. The packer body is rusted and worn. The hopper liner has been cut out and new steel welded in place. The body has had to have metal welded in the sides where the floor meets the walls on both sides. The City of Bloomington collects Household Refuse, Bulky Waste, and Leaves from resident's homes. This unit is used daily to pick up Refuse from areas where the Automated Refuse Trucks are unable to maneuver due to their size. It is also used to pick up Bulky Waste, and Leaves.

The replaced unit will be declared surplus and be sold on public auction at Publicsurplus.com. It is expected to bring \$9,500.00 at auction.

NJPA is a nationally recognized joint purchasing cooperative, of which we have been a member for several years and have made a number of purchases through them over the years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: Solid Waste Division of the Public Works Department has budgeted \$164,800.00 for the purchase of this unit in the Capital Lease-Capital Outlay Licensed Vehicle account (40110137-72130). The new unit will cost \$166,420.00 with the \$1,620 over the budgeted

amount being covered by the lease. Stakeholders can locate this in the FY 2018 Proposed Budget Book titled “Proposed Other Funds Budget” on pages 84 and 90.

COMMUNITY DEVELOPMENT IMPACT: *Not applicable*

[Link to Comprehensive Plan/Downtown Plan Goals:](#)

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Rob Krones , Superintendent of Fleet Maintenance

Reviewed by: Jim Karch, P.E., CFM – Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- McNeilus Proposal
- Vehicle Specifications
- 2004 Vehicle Pictures



McNeilus Truck and Manufacturing Inc.
524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
5073748684

May 26, 2017

City of Bloomington
Attn: Rob Krones
336 S Main ST
Bloomington, IL 61701
USA

Thank you for the opportunity to provide this proposal.

We are pleased to submit the attached quotation for (1) Model 2511: HD 25 yd Rear Loader.

This quotation is comprised of several documents, including:

Cover Letter
Quote Form
Specifications
Terms And Conditions

To place an order in response to this quotation, or if you have any questions, please contact me. We look forward to hearing from you.

Sincerely,

Jeremy Harmon
Refuse Sales Manager
524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
Phone: 5073748684

Email: jharmon@mcneilusco.com



McNeilus Truck and Manufacturing Inc.
524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
5073748684

Quote Number: 01Y201705221754

NJPA CONTRACT # 112014 - MCN

Catalog: 17.2.17

Model 2511: HD 25 yd Rear Loader

Printed: 5/26/2017

Quoted/Sold To:

Delivery Point:

City of Bloomington
336 S Main ST
Bloomington, IL 61701
USA
Attn: Rob Krones

City of Bloomington
336 S Main ST
Bloomington, IL 61701
USA

Total Configured Price	\$159,300
Surcharge	0
Specials	6,214
FET	0
Freight	906
Extended Warranties	0
Miscellaneous	0
Sales Tax	0
Total Unit Price	\$166,420
Quantity	1
Extended Price	\$166,420
Required Down Payment	

Quantity Discount

Pricing includes all applicable discounts for quantity quoted. Change of quantity ordered may result in revision of price.

Freight Charges

Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery. Shipping arrangements (when applicable) are made for the convenience of the customer. Seller assumes no responsibility for the equipment in transport.

Taxes

No state or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the purchaser.

Specifications

All specifications are subject to change without notice. Several factors beyond the control of the chassis OEM or McNeilus may result in the substitution of components of equal or greater quality.

Special Options

Special options are subject to engineering application approval.

Terms & Conditions

This quotation assumes and is subject to the standard terms and conditions of London Machinery, Inc, McNeilus Truck and Manufacturing Co. and Oshkosh Corporation, including limitations of warranty.

This quotation is valid until 06/21/2017.
Any order is contingent upon acceptance by McNeilus Truck and Manufacturing Company.

Payment Terms
Due upon receipt

Quotation Currency
All prices are in US Dollars (USD)

Acceptance

By signing and returning this document, you are indicating that you have read and approved the above specification.

Please return this signed quotation and down payment to your McNeilus representative.

If you have any questions, please feel free to contact us.

Authorized Signature

Date



McNeilus Truck and Manufacturing Inc.
524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
5073748684

Quote Number: 0IY201705221754
Rev: 0

Catalog:17.2.17
Printed:5/26/2017

Chassis Type: SPECIAL
Chassis Specification: 18 PKS37 - Kenworth T370 Spec Order

Special Order Chassis:

This quotation includes a special order chassis, described by a separate document attached to this proposal.



McNeilus Truck and Manufacturing Inc.
524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
5073748684

Quote Number: 0IY201705221754
Rev: 0

Catalog: 17.2.17
Printed: 5/26/2017

Other Chassis Features:

Chassis

AERO	Mirrors	Aero Style
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Configuration

DSL	Fuel Type	Diesel
SS	Steering	Street Side Seated Steering

Summary

N	Camera Cables	No Camera Cables Installed
GT300	Engine	Engine Must Be 300 HP Minimum
17PX9	Engine	Paccar PX-9, 2017 Emissions
DC	Mount Location	Dodge Center
Y	PDI	PDI at Dodge Center
897	PTO Type	MTM-Installed Chelsea 897 Ext PTO Con Mesh
DT	Rear Axle	Tandem Rear Axle, Dual Rear Tires
HHM	Rear Suspension	Hendrickson Haulmaax
5	Safety	Fire Extinguisher in Cab, 5 lb.
Y	Safety	Safety Triangle Kit in Cab
ELECT	Throttle Type	Electronic
A35	Transmission	Allison 3500 RDS

McNeilus Body Features:

Body

25R	Capacity	25 yd Heavy Duty Rear Loader
Y	Fenders	Rubber Fender Extension
NONE	Floor	No Body Floor Liner
STD	Floor	Standard Floor (3/16) AR200
STD	Floor	Body Longitudinal Width: 33-1/2 inches
AFS	Ladder	Access Door Ladder, Fold-Up with Shut Down
	Model	Model 2511: HD 25 yd Rear Loader
LH	Side Access Door	Door Hinged Forward, Streetside

Cameras

RC	Backup	Backup Camera, Center of Tailgate
CD	Monitor	Monitor Mount Between Seats
TG	Monitor	Backup Camera Displayed in Reverse
	System Info	SSV Extreme, 7" Color, 4 port, 1 Camera



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Hydraulics

SCHR	Filtration	Hydraulic Filter, Schroeder, in tank
SC	Miscellaneous	Schroeder LF-7611 Hyd Sample Port
X	Other	Required Hydraulic Hose Wrap Only
GEAR	Pump	Hydraulic Pump, Gear Type
SSU	Tank	Hyd Tank, Rect, Steel, Streetside Frame

Lighting

E	Fender	Fender Lights, Rear Facing, LED
1L	Hopper	Hopper Work Lights: 1 LED
S	Miscellaneous	Single Switch Control for CS & SS Lights
UP	Reverse	Reverse Light, 4 inch in upper light bar
TGB	Smart Lights	Smart Lights, (6), 4" on Tailgate and Body Front
LEDE	Type, General	LED, McNeilus Standard (where applicable)

Miscellaneous

LOWER	Other	Mount TG in Lower Hole
FOB	Other	Power Distribution Module, Front of Body, Streetside
MTM	Other	Mudflaps, Front: Black w/McNeilus Logo
MTM	Other	Mudflaps, Rear: Black w/McNeilus Logo
TG	Other	Rear Mudflaps Mounted on Tailgate
DASH	Other	Controls in dash
Y	Other	Throttle Master in Cab
PRECO	Safety	Preco 1059 Dual Tone Back-up Alarm

Paint

TEMP	Category	Standard template
1M	Configuration	Paint Body: One Color
Y	DOT Tape	Yes
BDY	Ladder	Match Body Color
ES	Miscellaneous	English/Spanish Decals and Markings

Residential

CSM	Cart Tipper	Manual Linkage, Curbside
CEN	Cart Tipper	Location: Center
D6220WC	Cart Tipper	Cart Tipper Model: Perkins D6220WC
RECESSED	Cart Tipper	Recessed Mount
TIPPER	Cart Tipper	Tipper(s) to be installed by MTM



McNeilus Truck and Manufacturing Inc.
524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
5073748684

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Rev: 0

Catalog:17.2.17
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Slide/Sweep

CS	Controls	Standard Linkage Curbside
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Tailgate

3/16	Hopper	Hopper Liner, 3/16 inch AR200
B-TYPE	Load Edge	"B" Type Load Edge
TURN	Miscellaneous	Turnbuckle Lock
ADJ	Miscellaneous	Tailgate Steps, Adjustable 16" to 24"
Y	Miscellaneous	Nitrited Slide and Sweep Pin
Y	Miscellaneous	TG/Ejr Valve Throttle Adv
HD	Type	Heavy Duty Cylinders

Paint Instructions:

Paint Type: Standard template	Cab/Hood Paint: No Cab/Hood Paint
Layout #:	Color 1:
# of Colors: 1	Color 2:
Color 1: FLNA 4002	Frame Paint: No Frame Paint
Color 2: White Match Cab	Wheel Paint: No Wheel Paint
Color 3:	Color 1:
Color 4:	Bumper Paint: No Bumper Paint
	Body Clearcoat: No Body Clear Coat

Special Features and Options:

R009-SP1J-2P50-LBJ2-J5061
\\11994 Lube System install

Extended Warranties:

Body	1 Year RL Body Warranty
------	-------------------------

Options Available at Additional Cost (not included in quoted price):

Additional Notes:



McNeilus Truck and Manufacturing Inc.
HIGHWAY 34 EAST
POST OFFICE BOX 70
DODGE CENTER, MINNESOTA 55927
507-374-6321

Terms and Conditions of Sale Including Limitations of Warranty

Order Placement. All goods and services furnished by McNeilus are governed by these Terms and Conditions of Sale. Placement of order by Buyer shall be in accordance with then current McNeilus procedure. Acceptance by McNeilus of order from Buyer is expressly conditioned upon Buyer acceptance of these Terms and Conditions, including those on the face of the order acceptance, and any provisions of Buyer order or other communication in conflict with these Terms and Conditions are expressly rejected. Stenographic and clerical errors are subject to correction. No additions or modifications shall be valid unless confirmed in writing by McNeilus. McNeilus may supplement or alter these Terms and Conditions of Sale, issue product and/or sale policy announcements, or the like, but no such publication shall supersede any of these Terms and Conditions of Sale. McNEILUS IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACCEPTANCE FORM.

Cancellation. Buyer may cancel the order, in whole or in part, by written notice any time, provided the Buyer pays: a) the cost, including installation and removal costs, of any equipment purchased by McNeilus prior to cancellation for the purpose of filling Buyer order and not usable by McNeilus for making other goods it then manufactures; b) the quoted price for all goods finished and ready to ship; and c) other reasonable costs (including but not limited to the cost of raw materials and goods still in the process of manufacture but unfinished at the time of cancellation) which McNeilus may have incurred in the performance of the order. Notice of cancellation is not effective until received by McNeilus at its corporate address (Highway 34 East, P.O. Box 70, Dodge Center, MN, 55927, U.S.A., ATTN: VP-Finance). If Buyer elects to cancel the order in part, McNeilus may, at its option, within a reasonable time thereafter, cancel the entire order by written notice. If Buyer elects, upon payment of costs of equipment, quoted prices of goods finished and ready to ship and/or costs of raw materials, it may take delivery of the same as provided below.

Price/Delivery. Unless otherwise provided by our quotation or agreed by us in writing, price and delivery terms shall be: a) Trucks and Truck Chassis - ex factory shipping point; and b) Parts - FOB shipping point. All applicable taxes shall be for the account of Buyer. Unless otherwise agreed in writing, we will select the route and manner of shipment, reserve the right to make delivery in installments when necessary, to invoice each installment separately and to expect payment for each installment within our selling terms. All risk of loss shall pass to the Buyer at the point and time of delivery set forth in this paragraph. Prices for goods shall be those in effect on the date of invoice unless otherwise provided by our quotation or agreed to in writing by McNeilus. If McNeilus shall fail to make delivery, or Buyer to accept delivery, according to the agreed upon delivery schedule, the other party may cancel the then remaining balance of the order unless the delay is an excusable delay. Prices are good for only quantities indicated. If shipment or any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Buyer, payment shall be due as if shipment had been made. A reasonable storage charge may be made and such storage shall be at the risk of Buyer.

Payment/Credit/Security. All payments shall be made in US dollars. Payment shall be due upon delivery or as otherwise provided by our quotation, order acceptance, invoice or other writing. We reserve and by its order Buyer grants a security interest in all goods wherever located until payment has been received, and Buyer will promptly execute and deliver documents provided by Seller to perfect such security interest. All orders received are subject to credit approval. Buyer agrees to submit to McNeilus those items reasonably requested in order to establish Buyer credit. McNeilus shall be entitled to charge interest for payments made not in accordance with the stated or agreed upon terms of payment at the stated rate or the highest rate permitted by law, whichever is lower. Whenever McNeilus in good faith deems itself insecure, it may: Cancel any outstanding orders with Buyer and/or hold production/shipment of any unfilled orders; modify or revoke its extension or credit to Buyer; reduce any unpaid debt by enforcing its security interest (and proceeds therefrom); and take any other steps permitted by law and necessary or desirable to secure McNeilus with respect to Buyer payment of goods and services furnished or to be furnished. Buyer will pay McNeilus actual costs of collection incurred, including reasonable attorney fees if McNeilus is required to commence any suit or proceeding for collection of any delinquency. Certificates of Origin for a Vehicle shall be released to Buyer only upon receipt of payment in full by McNeilus unless otherwise agreed upon in writing. Buyer shall permit McNeilus at any reasonable time to make audits of its collateral, including records of shipments, sales, and payment. McNeilus may demand immediate payment for trucks; chassis or parts shipped from Buyer location for which payment has not been received in accordance with agreed payment terms. Buyer shall have no right of offset against amounts owed to McNeilus.

Acceptance. Goods furnished or services performed by McNeilus in all events will be deemed to have been accepted within thirty (30) days after receipt by Buyer, unless rightfully rejected within such period by written notice to McNeilus, by Certified Mail, Return Receipt requested, setting forth all of the defects upon which the rejection is claimed. Claims for factory damage or shortages shall not be considered unless made in writing within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and invoice numbers. Claims for damage or shortage in transit must be filed by Buyer against carrier unless shipping costs are prepaid. Defective goods shall be held for McNeilus inspection or disposition.

Limited Warranty; Disclaimer. McNeilus warrants that all new and unused goods furnished by McNeilus are free from defect in workmanship and material as of the time and place of delivery by McNeilus in accordance with its Standard Limited Warranty in effect at the date of contract formation. Our obligation under this Limited Warranty is subject to the following qualifications: a) McNeilus or its authorized Dealers shall have been notified of such claimed defect within thirty (30) days of its discovery or such later date as is specified in the Standard Limited Warranty; b) the vehicle shall have been subject only to proper use normal for similar vehicles; and c) it shall have been regularly maintained and serviced in accordance with the Manufacturer Service Manual. No defective part may be returned to the factory without our prior written consent, or that of our authorized representative. Any return must be with transportation prepaid, which may be refunded at the discretion of McNeilus. The Standard Limited Warranty for the goods is incorporated herein by reference. It is the exclusive warranty given by McNeilus. McNEILUS HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, notwithstanding any knowledge of McNeilus regarding the use or uses intended to be made of goods, proposed changes or additions to goods, or any assistance or suggestions that may have been made by McNeilus personnel.

Buyer Remedies. At its option, McNeilus will repair or replace nonconforming goods, or allow a credit for the replacement price of parts.

Exclusions of Incidental and Consequential Damages. In no event shall McNeilus be liable for any incidental, special, indirect, or consequential damages, whether resulting from non-delivery or from negligence of McNeilus or other tort. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.



McNeilus Truck and Manufacturing Inc.
HIGHWAY 34 EAST
POST OFFICE BOX 70
DODGE CENTER, MINNESOTA 55927
507-374-6321

Terms and Conditions of Sale Including Limitations of Warranty (Continued)

Excusable Delay. We shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond our control and not occasioned by our fault or negligence and which make our performance impracticable, but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work provided such cause is beyond our reasonable control.

Indemnification. Buyer shall indemnify and hold McNeilus harmless from any and all damages or injury of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with Buyer sale, installation or use of goods sold or supplied by McNeilus and not caused by the negligence of McNeilus, its employees or agents, or arising out of defects in any such goods.

No Waiver. The failure of McNeilus upon knowledge of any default or violation by Buyer of any of the Terms and Conditions of this agreement to enforce its rights or remedies shall not be construed as a waiver of such default or violation, or of any provision hereof, or of any of its rights or remedies.

Equal Opportunity Employment. We are an Equal Opportunity Employer and have an Affirmative Action Plan on file. We comply with Executive Order No. 11246 dated September 24, 1965 and the Federal Occupational Safety and Health Act of 1970 along with all subsequent amendments. We comply with all other applicable federal, state, and local laws, regulations and ordinances and agree upon request to furnish Buyer a certificate to such effect in such form as is acceptable to both parties.

Entire Agreement and Governing Law. Except as otherwise agreed in writing, this constitutes the entire agreement between us, superseding all prior quotations and understandings, oral or written. Any questions concerning the validity, interpretation or effects of this Agreement are governed by the laws of the State of Minnesota. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sales of Goods.

Export Laws. If applicable, performance is subject to U.S. export laws and regulations. Our failure to perform due to such laws and regulations shall not constitute a breach of this agreement.



NorCal Kenworth B400
1755 Adams Avenue

McNeilus Truck & Manufacturing
524 County Rd 34 East

San Leandro, -- United States 94577

Phone:

Fax:

Email: colin.petrie@norcalkw.com

Dodge Center, Minnesota United States 55927

Phone: (507) 374-6321

Fax:

Contact Email:

Prepared for: Skylar Wachter

Vehicle Summary

Unit		Chassis	
Model:	T300 Series Conventional.	Fr Axle Load (lbs):	16000
Type:	FULL TRUCK	Rr Axle Load (lbs)	40000
Description:	2138	G.C.W. (lbs):	56000
Application		Road Conditions:	
Intended Serv.:	Refuse hauler. Vehicles which haul refuse,	Class A (Highway)	90
Commodity:	Refuse/recycled material	Class B (Hwy/Mtn)	10
Body		Class C (Off-Hwy)	00
Type:	Refuse, other	Class D (Off-Road)	00
Length (ft):	20.0	Maximum Grade:	6
Height (ft):	12.0	Wheelbase (in):	233
Max Laden Weight (lbs):	4000	Overhang (in):	107
Trailer		Fr Axle to BOC (in):	68
No. of Trailer Axles:	0	Cab to Axle (in):	165
Type:		Cab to EOF (in):	272
Length (ft):	0.0	Overall Comb. Length (in):	381
Height (ft):	0.0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic Registry, 50-State	
Corner Radius (in):	0		
Restrictions			
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



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Printed: 5/25/2017 2:39:59 PM

Effective Date: Jan 1, 2017

Prepared by: ID: colinpetrie Petrie

Incomplete

Model Number: T300 Series Conventional.

Quote/DTPO/CO: Q33840056

Version Number: 39.20



NorCal Kenworth B400
1755 Adams Avenue

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524 County Rd 34 East

San Leandro, -- United States 94577
Phone:
Fax:
Email: colin.petrie@norcalkw.com

Dodge Center, Minnesota United States 55927
Phone: (507) 374-6321
Fax:
Contact Email:
Prepared for: Skylar Wachter

Data	Code	Description	Weight
Model			
0000310	O	T300 Series Conventional. Electric Door locks LH/RH; Ignition & doors keyed alike; Single electric horn; Single-piece windshield; Electric windshield wipers, 2-speed plus intermittent; Electric windshield washers; Steering wheel 18in. 4-spoke; Glovebox door with locking latch; Dash-mounted cruise control with switches; Turn signal switch with column-mounted dimmer; Standard dash panels include gray w/ burl wood accents; Slate Gray interior primary color; Dark Slate Gray seat color; Floor mat; Inside sunvisor, LH/RH; Door courtesy lights; Under-dash center console with 1 cup holder, 1 ashtray & 1 lighter.	9,642
0070006	O	T370 Class 7: medium-duty Conventional.	0
0080050	O	CARB Idle Emissions Reduction Feature for PX-7 and PX-9	0
0090017	O	Medium-duty 6x4 automatic.	0
0091260	O	Refuse/recycled material	0
0093091	O	Refuse hauler. Vehicles which haul refuse, recycled material, etc. Includes Roll-on/roll-off container movement, as well as hauling refuse from transfer stations to landfills. Typically includes operation in landfills, over rough, uneven surfaces. Road usage: any combination, which includes some Class B.	0
0095080	O	Refuse, other	0
0098025	O	U.S. Domestic Registry, 50-State	0

Engine & Equipment

0129502	O	PACCAR PX-9 300 2017 300@2000 285@2200 860@1300 Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09200 N205 155...Standard Maximum Speed Limit [LSL] N09220 N207 0....Expiration Distance N09240 P09 120...Hard Maximum Speed Limit N09260 P14 64...Maximum Accelerator Pedal Vehicle Speed N09280 P16 0....Accelerator Lower Droop N09300 P19 64...Maximum Cruise Speed N09320 C143 0....Cruise Control Lower Droop N09360 N203 252...Reserve Speed Function Reset Distance N09380 N202 0....Maximum Cycle Distance N09400 N206 10...Maximum Active Distance N09420 N201 0....Reserve Speed Limit Offset N09440 P11 NO...Engine Protection Shutdown	555
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Data	Code	Description	Weight
		N09460 P06 NO...Gear Down Protection	
		N09480 P26 1400.Max PTO Speed	
		N09500 P02 NO...Cruise Control Auto Resume	
		N09520 P04 NO...Auto Engine Brake in Cruise	
		N09540 N209 0....Expiration Distance	
		N09560 P520 YES..Enable Idle Shutdown Park Brake Set	
		N09580 P32 5....Timer Setting	
		N09600 P233 YES..Enable Impending Shutdown Warning	
		N09620 P234 60...Timer For Impending Shutdown Warning	
		N09640 P516 35...Engine Load Threshold	
		N09680 P33 NO...Idle Shutdown Manual Override	
		N09720 P230 YES..Enable Hot Ambient Automatic Override	
		N09740 P46 40...Low Ambient Temperature Threshold	
		N09760 P56 60...Intermediate Ambient Temperature Threshold	
		N09780 P47 80...High Ambient Temperature Threshold	
1000156	O	Prospector Version 39.2 Replaces 39.1	0
1000684	O	Effective VSL Setting NA	0
1000857	O	Engine Idle Shutdown Timer Enabled	0
1000859	O	Enable EIST Ambient Temp Override	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
1002060	S	Air compressor: Cummins 18.7 CFM FOR Cummins AND PACCAR PX engines.	0
1031130	S	Air Cleaner: Dry-type firewall mounted w/filter restriction indicator.	0
1105230	O	Fan Hub: Horton 2-Speed for ISL9, ISL-G, PX-8 or PX-9	0
1121200	S	Cooling module: 1000 square inches T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.	0
1160205	O	Bug screen: Front of grille on C500 ,T800, T880, and W900. Behind grille on T660, T680, and T300 (Medium Duty).	2
1247194	O	EXH:2017 EPA RH UNDER CAB DPF/SCR FOR PX-9 WITH SINGLE VERTICAL RH SIDE OF CAB TAILPIPE	215
1290136	O	Tailpipe: 5 in. single 36 in. 45 degree curved.	1
1321145	O	Fuel Filter:Fleetguard FS1003 Fuel/Water Separator for PX-9	0
1321200	O	Run Aid:None *For Fuel Filter	0
1321300	O	Start Aid:None *For Fuel Filter	0
1504006	O	Block heater, PACCAR 1750 watt 120V for PX-6 and PX-7, 1000 watt for PX-8 and PX-9 or ISL9 engines .	2
1816260	S	Alternator: PACCAR 160 amp, brush type	0

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Data	Code	Description	Weight
1821220	S	Batteries: 2 PACCAR GP31 threaded post (700-730) 1400-1460 CCA dual purpose. 12-VOLT LIGHT SYSTEM W/CIRCUIT PROTECTION	0
1836100	S	Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
1900082	O	Multi-function engine connector for body builder interface for Cummins.	0
1900976	O	Body Builder Control Harness coiled EOF for customer installed remote throttle and remote PTO controls. Harness includes Remote PTO control and Remote Throttle controls. T680/T880 models do not require 12-way engine connector sales codes. All other models require (1900082 or 1900084).	2
1901084	O	Body Builder Battery Power Prewire	2

Transmission & Clutch

2011232	O	Transmission: Allison 3500RDS 6-speed w/PTO drive gear. 5th Gen Controls. Limited to 860 lb.-ft. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	291
2406452	O	Driveline: 2 SPL170XL 1 centerbearing requires 3500057 interaxle driveline.	70
2409916	O	One bolted centerbearing crossmember. This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	11
2410018	O	Torque converter included w/Allison Transmission.	0
2410203	O	Allison FuelSense Base: Includes EcoCal, 5th Gen Controls, and Dynamic Shift Sensing	0
2410244	O	J1939 Park Brake Auto Neutral	0
2429358	O	Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	0

Front Axle & Equipment

2504160	O	Dana Spicer D1600 Front Axle 16K standard track. Includes cross brace reinforcement under cab	120
2603006	S	Front brakes included w/ front hub package.	0

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Data	Code	Description	Weight
2703016	O	Front Brake:Bendix 16.5x6 air brake package for 16K non-driving front axle. Includes cast drums, iron 10-bolt hub pilot LMS hubs, hub caps, oil seals & slack adjusters. For use with 22.5 inch wheels	75
2864026	O	Front Springs Taperleaf 16K 2-stage with shocks and 54 in. spring length. T370 w/16K front axle.	172
2895300	O	Dual power steering gears: 16K.	77
2899336	O	Power Steering Cooler:Radiator Mounted Air-to-Oil 2007 and later engines only.	11

Rear Axle & Equipment

3142160	O	Dual Meritor RT46-160 rear axle rated at 46K. Tandem rear axles.	2,547
3200614	O	Rear Axle Ratio - 6.14.	0
3300002	O	Dual rear brakes included w/rear hub package.	0
3401002	O	Dual 46K Air Brake package includes 16-1/2x7 in. brakes, cast drums, aluminum 10-bolt hub pilot hubs, slack adjusters and oil seals for use w/ 22.5 in. wheels.	0
3485207	O	Spring Brake: 3030 long stroke dual 30 square inches travel; replaces standard 2-1/2 in. travel. Helps keep brakes in adjustment longer.	4
3495226	S	Bendix 4S/4M anti-lock brake system.	0
3500057	O	Interaxle driveline 1 Dana SPL170XL	-4
3511420	U	Driver Controlled Differential Lock (Cr osslock)	0
3742970	O	Tandem Hendrickson HAULMAAX (HMX) 460 46K. 54 in. axle spacing. With shocks, track rods, rubber bolster bushings and 16.5 in. saddle height. Unladen Height: 10.6 in. Laden Height: 9.5 in.	543

Tires & Wheels

4077535	O	Front tires: Bridgestone M860A 315/80R22.5 20PR. 42.8 in. diameter, all position. 19.9 in. SLR.	94
4238681	O	Rear tires: Goodyear G182 RSD11R22.5 14PR 42.1 in. diameter, all position. 19.6 in. SLR. Code is priced per pair of tires.	104
4900008	O	Rear Tire Quantity: 8	0
5042367	O	Front wheel: Accuride 29300 22.5x9 steel Steel Armor[TM] powder coat, hub pilot mount. 10000lb. maximum rating. 5-hand holes. Not air disc brake compatible.	80
5242285	O	Rear wheel: Accuride 50344 22.5x8.25 steel Steel Armor[TM] powder coat, hub pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	80
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
5900008	O	Rear Wheel/Rim Quantity: 8	0

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Data	Code	Description	Weight
Frame & Equipment			
6054410	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 309 in. to 380 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in.-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	408
6141450	O	Full Steel Insert for 10-5/8 in. or 10-3/4 in. main rail. Insert length is 168 - 348 in. Adds 1,149,000 in.-lb to main rail RBM. Insert weight is 2.05 lb.-in. per pair of rails. Insert length is equal to wheelbase plus rear frame cutoff plus 20.7 in. forward of front axle.	697
6308715	O	Bumper: Aerodynamic Chrome Requires a bumper setting code.	0
6319409	S	40.9 in. Bumper setting. Requires a bumper code.	0
6321005	O	Removable Front Tow Hooks: 2.	15
6390103	S	Front mudflaps.	0
6404406	S	Battery box: Steel parallel under w/ aluminum diamond plate cover w/ step w/ aluminum step brackets.	0
6409901	O	Battery box location: LH Side.	0
6451059	O	T270/370 Non-polished 2010 or later DPF/SCR cover with cab access step assembly, RH under. End plates will be painted standard black frame color.	0
6490124	O	Bolted crossmembers with 16mm frame fasteners. For center and rear frame.	-22
6490430	O	Bolted Rear Cab Support Crossmember. Replaces T3 standard.	17
6742009	S	Square end-of-frame w/ o crossmember;non-towing.	0
Fuel Tanks & Equip			
7014075	O	Fuel Tank: 75 US gallon 22in. aluminum BOC replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.	-36
7722011	O	Small round DEF tank. 11 gallons of useable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0
7889203	O	Standard DEF to fuel fill ratio: 2:1 or greater.	0
7889603	O	DEF tank location is on the RH.	0
7930075	O	Location: 75 gal fuel tank RH behind cab	0

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Data	Code	Description	Weight
Cab & Equipment			
8024310	S	Cab: Curved Glass Conventional. Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.	0
8080137	O	Cab door bearing blocks, top & bottom.	0
8090310	S	Hood: Sloped aerodynamic hood includes grill & separate bumper.	0
8108010	S	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0
8201200	O	Adjustable telescoping tilt steering column.	10
8205022	U	Flip Valve & piping to apply service brakes	0
8208495	O	Two spare switches: Wired to power.	0
8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0
8330003	S	Cab interior: Pinnacle. Includes vinyl headliner & cab back panel, slate gray interior, dark slate gray seats, floormats, LH/RH inside sunvisor & door courtesy lights.	0
8410491	O	Driver seat: Kenworth Air cushion Plus HB Mordura Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	2
8478328	O	Rider seat: 2 man bench Mordura. Standard features include 34.5 in. wide 2-tone seat cushion w/ fixed base. Armrests are not available. Seat back is carpeted. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	61
8490150	O	Seat color: Jet Black.	0
8496559	O	Driver and Rider Seat Belts: Orange Seat Belts. Replacing standard color.	0
8601420	O	Kenworth Radio with AM/FM/WB	4
8700083	O	Under-dash center console: W/2 cup holders, 1 ashtray, 1 lighter, 1 12V outlet & a storage compartment.	0

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Data	Code	Description	Weight
8700144	O	Dome lamp over driver door.	0
8700154	O	Self cancelling turn signal: W/head light dimmer switch .	0
8800200	S	Cab access contoured grabhandles, LH/RH.	0
8800400	O	Grabhandle LH inside door frame above dash.	0
8800401	O	Grabhandle RH inside door frame above dash.	2
8832115	O	DAYLITE DOOR: LH/RH INCL RH PEEPER WINDOW	0
8841303	O	Single Rectangular Air Horn 23 in. LH Top of Roof Includes Air Horn Cover.	6
8850235	O	Dual convex mirror 8.5 inch w/ offset mounting below regular mirror, and non-heated.	0
8850300	S	Look-Down, Pass. Door, Stainless 8.5x4.4	0
8866101	O	Mirror: Dual Prutsmann mirror 7 in. x 16 in. polished stainless steel, thermostatically controlled. switch located on door pad.	0
8869005	S	Mirror brackets 8-1/2 ft load width.	0
8879213	O	Electric-powered LH & RH door window lifts. Switch located on door.	0
8879911	O	Two corner & one rear cab stationary windows 17.5 in. x 16 in. (two) & 17 in. x 36 in. (one).	24

Lights & Instruments

9010801	S	Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam	0
9020164	S	Marker Lights: with small round base, Five cab roof mounted.	0
9030010	S	Turn Signal Lights: Mounted on fender	0
9039110	O	Turn Signal Flasher: Kysor solid state.	0
9058037	O	Switch & Wiring for Customer-Installed Floodlight W/O Electrical Pass-Through - 1st Set. Wire Coiled BOC/BOS.	0
9070138	S	Combination Stop, Tail, Turn & Backup Lights RH & LH.	0
9090312	O	Body Builder Lighting Harness Coiled End Of Frame For Additional Customer Installed Exterior Lighting. Harness Includes Circuits for Additional Customer Installed Tail Lamps, Turn Lamps, Stop Lamps, and Marker Lamps.	0
9090845	O	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Breakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	0

Air Equipment

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	5/25/2017 2:39:59 PM	Incomplete	Model Number:	T300 Series Conventional.
Effective Date:	Jan 1, 2017		Quote/DTPO/CO:	Q33840056
Prepared by:	ID: colinpetrie Petrie		Version Number:	39,20



Data	Code	Description	Weight
9101215	S	Air Dryer Bendix AD-IS heated Puraguard	0
Extended Warranty			
9200022	S	Medium-duty Warranty: 1-year/unlimited mi.	0
Miscellaneous			
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0
9490003	O	Additional lead time required for off highway & /or specialty component truck.	0
Paint			
9700000	O	Paint color number. N97020 A - L0006 WHITE N97200 FRAME N0001 BLACK	0
9943004	O	Bumper Unpainted	0
9943050	O	Day Cab Standard Paint	0
9944820	O	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0
Total Weight			15884 lb

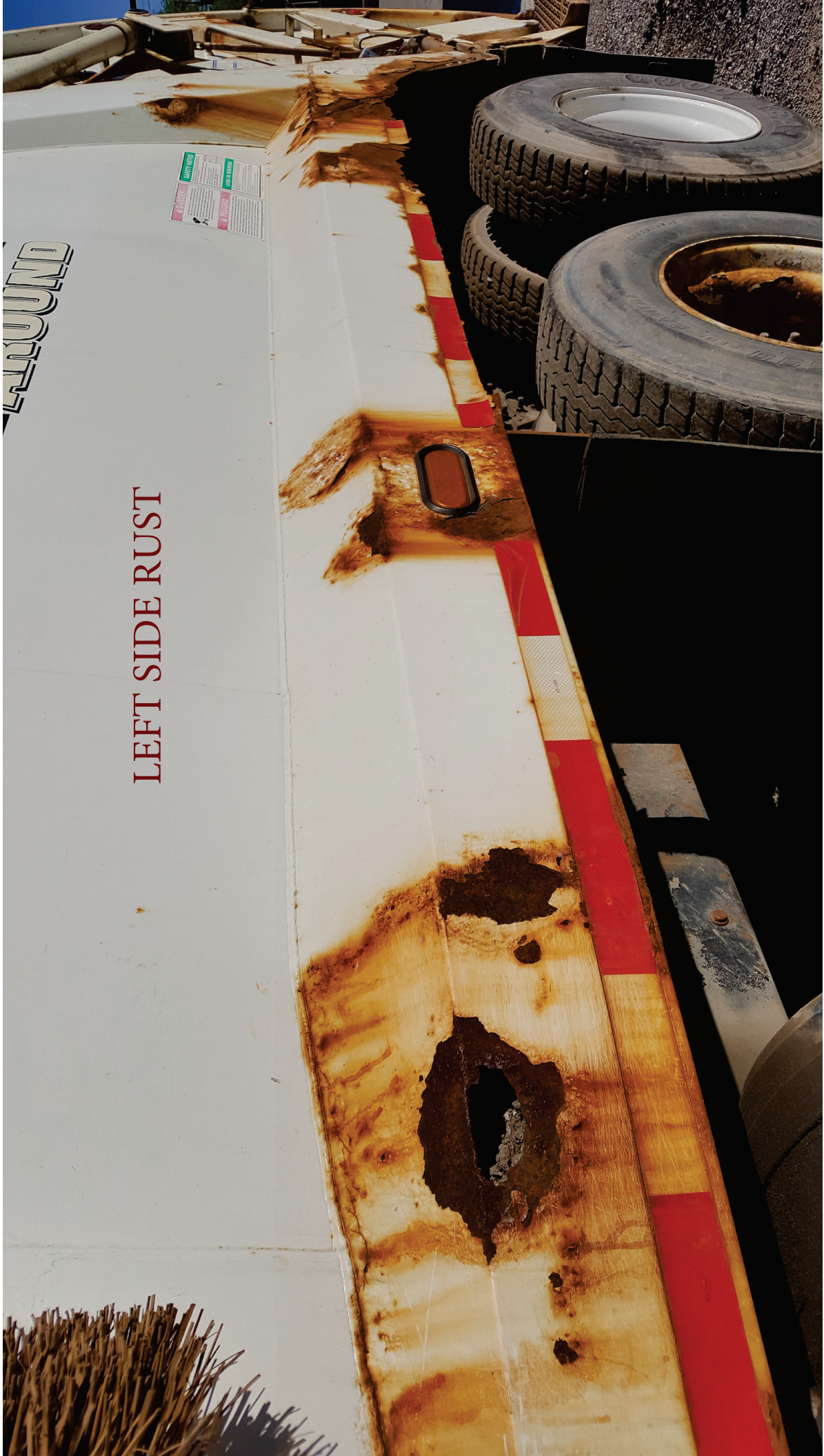
Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	5/25/2017 2:39:59 PM	Incomplete	Model Number:	T300 Series Conventional.
Effective Date:	Jan 1, 2017		Quote/DTPO/CO:	Q33840056
Prepared by:	ID: colinpetrie Petrie		Version Number:	39.20



LEFT SIDE RUST



[illegible][illegible]

A DANGER

¡CUIDATE!

Cada día mueren 15 personas por accidentes de trabajo

A PELIGRO

¡CUIDATE!

Cada día mueren 15 personas por accidentes de trabajo



A DANGER

¡CUIDATE!

Cada día mueren 15 personas por accidentes de trabajo

A PELIGRO

¡CUIDATE!

Cada día mueren 15 personas por accidentes de trabajo

RIGHT SIDE RUST

RIGHT SIDE RUST



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: June 26, 2017

SUBJECT: Consideration of adopting an Ordinance approving petitions from OSF Healthcare Systems for an expedited final plat and easement vacations for Seventh Addition Medical Hills Subdivision, located west and south of St. Joseph Drive and north of Washington Street.

RECOMMENDATION/MOTION: That the Ordinance be passed approving the easement vacations and an expedited final plat for Seventh Addition Medical Hills Subdivision and that the Mayor and City Clerk be authorized to sign the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: a. Retention and growth of current local businesses

BACKGROUND:

The subject final plat consists of two lots and one outlot located west and south of St. Joseph Drive and north of Washington Street. The zoning in this area is C-1.

The proposed final plat splits the current lot (Parcel number 21-02-307-003) into two lots and one outlot to form Lots 18, 19, and outlot 20.

The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code) and City staff has no objections to the plan. There are no tap on fees due for this subdivision.

This final plat qualifies for submission under the Expedited Final Plat submission process, Chapter 24, Section 3.5.6 of the Bloomington City Code.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: OSF Healthcare Systems

FINANCIAL IMPACT: None. All survey and plat costs were paid by OSF Healthcare Systems.

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

Respectfully submitted for Council consideration.

Prepared by:

Anthony J. Meizelis P.E., Civil Engineer I

Reviewed by: Jim Karch, P.E., CFM – Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

Attachments:

- Attachment B - Easement Vacation Petition
- Attachment C – Final Plat and Easement Vacation Ordinance
- Attachment D – Easement Vacation Easement Vacation Letters
- Attachment E – Final Plat Petition
- Attachment F - Final Plat Exhibit A: Legal Description
- Attachment G - Final Plat School District Certificate
- Attachment H - Final Plat County Clerk's Certificate
- Attachment I - Final Plat Owner's Certificate
- Attachment J - Final Plat Drainage Statement
- Attachment K - Final Plat Final Plat Checklist
- Attachment L - Final Plat Council Map and Final Plat
- Attachment M – Tap-on and Bonding Memo

PETITION FOR VACATION OF

Easements relating to the Final Plat of the Seventh Addition to Medical Hills Subdivision

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now comes OSF Healthcare Systems, hereinafter referred to as your Petitioner, respectfully
representing and requesting as follows:

1. That your Petitioner is interested as owner of the premises hereinafter described in
Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of multiple utility easements within
said premises;
3. That said vacation of multiple utility easements is reasonable and proper because said
easements are not needed for public use by said City, or utility companies that may have
rights of use.

WHEREFORE, your Petitioners prays that multiple utility easements be vacated within the
premises described in Exhibit A.

Respectfully submitted,

By:


President - OSF St Joseph Medical Center

ORDINANCE NO. 2017 - __

AN ORDINANCE APPROVING THE FINAL PLAT OF SEVENTH ADDITION TO MEDICAL HILLS SUBDIVISION AND VACATION OF SEVERAL EASEMENTS THEREIN

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Seventh Addition to Medical Hills Subdivision dated 6-12-17, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests no exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended and otherwise qualifies for an expedited final plat process; and

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the vacation of Easement No.1, 2, 3, 4, and 5 as shown on the plat of the Seventh Addition to Medical Hills Subdivision within premises legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code except for said requested exemptions and/or variations:

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. That the Final Plat of the Seventh Addition to Medical Hills Subdivision dated 6-12-17 is hereby approved.

SECTION 3. That Easement No.1, 2, 3, 4, and 5 as shown on the plat of the Seventh Addition to Medical Hills Subdivision within the area described in Exhibit A are hereby vacated.

SECTION 4. That said vacation of Easement No.1, 2, 3 4, and 5 is reasonable and proper because said easements are not needed for public use by said City, or by utility companies that may have rights of use.

SECTION 5. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 6. 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 7. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 8. This ordinance shall be effective immediately after its passage and approval and/or publication as provided by law.

SECTION 9. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED THIS 26th DAY OF JUNE 2017.

APPROVED THIS __ DAY OF JUNE 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

Connor, Greg

From: Thompson, Dean W <DThompson5@ameren.com>
Sent: Friday, November 18, 2016 10:22 AM
To: Connor, Greg
Cc: Behrens, Martin F; Bazan, Brent; Gastel, Jeff
Subject: RE: 0161272.00 - Medical Hills 7th Addition Final Plat 10-28-16.pdf

AMEREN

Greg

I have reviewed the submitted Platt and have no objections to the vacation.

Regards
Dean Thompson

Dean Thompson
Distribution Design Supervisor
Division III
T 309-823-9227 C 217-358-7974
E dthompson5@ameren.com

.....
Ameren Illinois: 501 E LaFayette St., Bloomington, IL 61702

FOCUSED ENERGY. *For Life.*

 Please consider the environment before printing this message.

From: Connor, Greg [mailto:gconnor@F-W.com]
Sent: Thursday, November 17, 2016 8:13 AM
To: Thompson, Dean W
Cc: Behrens, Martin F; Bazan, Brent; Gastel, Jeff
Subject: RE: 0161272.00 - Medical Hills 7th Addition Final Plat 10-28-16.pdf

EXTERNAL SENDER. Do not click on links or open attachments that are not expected and do not give out User IDs or passwords.

Good morning Dean,

I was wondering if you guys were able to study this request. Please let me know either way so we can submit our information to the City of Bloomington.

All the best,

Gregory T. Connor | Project Coordinator
Farnsworth Group, Inc.
2709 McGraw Drive | Bloomington, IL 61704

p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244
www.f-w.com | www.greennavigation.com

From: Connor, Greg

Sent: Wednesday, November 09, 2016 11:06 AM

To: 'McKinney, Matthew J.'; 'adam.r.gangloff@ftr.com'; 'Jason Cotner (jcotner@cornbeltenergy.com)'; 'Vonbrethorst, James'; Thompson, Dean W

Subject: 0161272.00 - Medical Hills 7th Addition Final Plat 10-28-16.pdf

Good morning everyone,

Please find attached the Final Plat for the Seventh Addition to Medical Hills Subdivision in Bloomington. We've got a project moving forward in which we need to vacate a couple of easements. On the attached plat note 3 calls out the easements that need to be vacated. Please review the attached plat and respond whether you have any objections to the vacation.

Please let me know if any of you have questions.

Thank you,

Gregory T. Connor | Project Coordinator

Farnsworth Group, Inc.

2709 McGraw Drive | Bloomington, IL 61704

p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244

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Connor, Greg

From: Jason Cotner <jcotner@cornbeltenergy.com>
Sent: Wednesday, November 09, 2016 11:09 AM
To: Connor, Greg
Subject: RE: 0161272.00 - Medical Hills 7th Addition Final Plat 10-28-16.pdf

CORN BELT

Not within our service territory.

JASON COTNER

FIELD ENGINEER
1 ENERGY WAY | BLOOMINGTON, IL 61705
P 309.664.9246 | F 309.662.9670
jcotner@cornbeltenergy.com

From: Connor, Greg [mailto:gconnor@F-W.com]
Sent: Wednesday, November 09, 2016 11:06 AM
To: McKinney, Matthew J. <MMckinn@southernco.com>; 'adam.r.gangloff@ftr.com' <adam.r.gangloff@ftr.com>; Jason Cotner <jcotner@cornbeltenergy.com>; Vonbrethorst, James <James_Vonbrethorst@comcast.com>; Thompson, Dean W <DThompson5@ameren.com>
Subject: 0161272.00 - Medical Hills 7th Addition Final Plat 10-28-16.pdf

Good morning everyone,

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Please let me know if any of you have questions.

Thank you,

Gregory T. Connor | Project Coordinator
Farnsworth Group, Inc.
2709 McGraw Drive | Bloomington, IL 61704
p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244
www.f-w.com | www.greennavigation.com

Connor, Greg

From: Vonbrethorst, James <James_Vonbrethorst@comcast.com>
Sent: Wednesday, November 09, 2016 11:50 AM
To: Connor, Greg
Subject: RE: 0161272.00 - Medical Hills 7th Addition Final Plat 10-28-16.pdf

Greg,

COMCAST

I have reviewed and passed on to Frank Gautier with my endorsement.

Thanks

From: Connor, Greg [mailto:gconnor@F-W.com]
Sent: Wednesday, November 09, 2016 11:06 AM
To: McKinney, Matthew J.; 'adam.r.gangloff@ftr.com'; 'Jason Cotner (jcotner@cornbeltenergy.com)'; Vonbrethorst, James; Thompson, Dean W
Subject: 0161272.00 - Medical Hills 7th Addition Final Plat 10-28-16.pdf

Good morning everyone,

Please find attached the Final Plat for the Seventh Addition to Medical Hills Subdivision in Bloomington. We've got a project moving forward in which we need to vacate a couple of easements. On the attached plat note 3 calls out the easements that need to be vacated. Please review the attached plat and respond whether you have any objections to the vacation.

Please let me know if any of you have questions.

Thank you,

Gregory T. Connor | Project Coordinator
Farnsworth Group, Inc.
2709 McGraw Drive | Bloomington, IL 61704
p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244
www.f-w.com | www.greennavigation.com

Connor, Greg

From: Gautier, Frank <Frank_Gautier@comcast.com>
Sent: Monday, November 28, 2016 11:16 AM
To: Connor, Greg
Cc: Schuler, Bob; Vonbrethorst, James
Subject: Easement Vacation - Medical Hills 7th Addition

Gregory T. Connor; Project Coordinator
Farnsworth Group, Inc.
2709 McGraw Drive, Bloomington, IL

This with reference to the proposed vacation of three (3) utility easements depicted on and referenced per Note 3 on the Final Plat of Seventh Addition to Medical Hills Subdivision, City of Bloomington, Illinois; dated November 4, 2016.

Please be advised that Comcast Cable has no infrastructure in or on the aforementioned (3) utility easement vacations and Comcast has no objection to said utility easement vacations depicted on the Final Plat cited above.

Please feel to contact the writer if there are any questions regarding this information.

FRANK GAUTIER
SR. RIGHT-OF-WAY ENGINEER
COMCAST CABLE
688 INDUSTRIAL DRIVE
ELMHURST, IL 60126
NEW PHONE NO.= 224-229-5853 (DIRECT)

Connor, Greg

From: Gangloff, Adam <adam.r.gangloff@ftr.com>
Sent: Thursday, November 10, 2016 2:49 PM
To: Connor, Greg
Subject: RE: 0161272.00 - Medical Hills 7th Addition Final Plat 10-28-16.pdf

Frontier has no objections to the vacation of the 3 easements marked with note 3.

FRONTIER

Thanks,
Adam Gangloff
Frontier – Network Engineering
109 E. Market St.
Bloomington, IL 61701
309.557.1378

From: Connor, Greg [mailto:gconnor@F-W.com]
Sent: Wednesday, November 09, 2016 11:06 AM
To: McKinney, Matthew J. <MMckinn@southernco.com>; Gangloff, Adam <adam.r.gangloff@ftr.com>; 'Jason Cotner' <jcotner@cornbeltenergy.com> <jcotner@cornbeltenergy.com>; Vonbrethorst, James <James_Vonbrethorst@comcast.com>; Thompson, Dean W <DThompson5@ameren.com>
Subject: 0161272.00 - Medical Hills 7th Addition Final Plat 10-28-16.pdf

Good morning everyone,

Please find attached the Final Plat for the Seventh Addition to Medical Hills Subdivision in Bloomington. We've got a project moving forward in which we need to vacate a couple of easements. On the attached plat note 3 calls out the easements that need to be vacated. Please review the attached plat and respond whether you have any objections to the vacation.

Please let me know if any of you have questions.

Thank you,

Gregory T. Connor | Project Coordinator
Farnsworth Group, Inc.
2709 McGraw Drive | Bloomington, IL 61704
p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244
www.f-w.com | www.greennavigation.com

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Connor, Greg

From: Sadler, Eric <esadler@southernco.com>
Sent: Wednesday, November 09, 2016 11:25 AM
To: Connor, Greg
Cc: McKinney, Matthew J.
Subject: RE: 0161272.00 - Medical Hills 7th Addition Final Plat 10-28-16.pdf

NICOR

Greg:

Good morning, I have reviewed the proposed plat for Medical Hills 7th Addition. It doesn't appear that Nicor Gas has any facilities within the proposed vacated areas. If there are additional questions please let me know.

Thank you,

Eric L. Sadler

Eric L. Sadler, CFM
Land Management Agent

Nicor Gas
1844 W. Ferry Rd.
Naperville, IL 60563

Phone: 630-388-3729
Fax: 630-983-8725

esadler@southernco.com

(7) / (6) (1)



From: Connor, Greg [<mailto:gconnor@F-W.com>]
Sent: Wednesday, November 09, 2016 11:06 AM
To: McKinney, Matthew J.; 'adam.r.gangloff@ftr.com'; 'Jason Cotner (jcotner@cornbeltenergy.com)'; Vonbrethorst, James; Thompson, Dean W
Subject: 0161272.00 - Medical Hills 7th Addition Final Plat 10-28-16.pdf

Good morning everyone,

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Please let me know if any of you have questions.

Thank you,

Gregory T. Connor | Project Coordinator
Farnsworth Group, Inc.
2709 McGraw Drive | Bloomington, IL 61704
p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244
www.f-w.com | www.greennavigation.com



Public Works Department
ENGINEERING DIVISION
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

June 9, 2017

C. Neil Finlen, P.E.
Farnsworth Group, Inc.
2709 McGraw Drive
Bloomington, IL 61701

Subject: Medical Hills 7th Addition
Utility Easement Vacation Signoff

Dear Mr. Finlen:

City of Bloomington Public Works and Water departments have reviewed the proposed vacation of the easements as shown on the final plat for Medical Hills Subdivision 7th Addition in Bloomington Illinois.

Easement vacation No. 5 has an existing public sewer. Vacation of this easement shall cause this existing sewer to become a privately owned and maintained sewer. Should this sewer not be used for private development on lot 18, it shall be plugged and abandoned at the manhole adjacent to Washington Street in accordance with City Guidelines.

The City of Bloomington has no objections to the vacations as proposed.

Should you have any questions, please contact us.

Sincerely,

A handwritten signature in blue ink that reads 'Anthony Meizelis'.

Anthony J. Meizelis, P.E.
Civil Engineer I

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Bob Yehl, Director of Water
Brett Lueschen, Superintendent of Water Distribution
File

State of Illinois)
)ss.
County of McLean)

Now comes OSF Healthcare Systems, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

- WHEREFORE, your petitioner respectfully prays that said Final Plat for the Seventh Addition to Medical Hills subdivision submitted herewith be approved with the exemptions or variations as requested herein.

By [Signature]
President - S JMC
May 1 2017

Exhibit A

Description of Property

A part of Lot 13 in the Third Addition to Medical Hills Subdivision, according to the plat thereof recorded September 16, 1985 as Document No. 85-11550 and a part of Lot 17 in the Sixth Addition to Medical Hills Subdivision, according to the plat thereof recorded September 30, 2005 as Document No. 2005-29602 in the McLean County Recorder's Office, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of said Lot 17. From said Point of Beginning, thence south 307.30 feet along the West Line of said Lot 13 to the Southwest Corner thereof, being on the North Right-of-Way Line of Washington Street; thence east 908.51 feet along said North Right-of-Way Line which forms an angle to the right of $90^{\circ}-01'-34''$ with the last described course to the Westernmost Corner of a tract of land conveyed to the Illinois Department of Transportation in Warranty Deed recorded December 8, 2000 as Document No. 2000-30201 as shown in Right-of-Way plans for F.A.P. 704 (I-55 BL (Veterans Parkway) recorded as Document No. 97-1722; thence easterly 195.57 feet along the North Line of said tract of land which forms an angle to the right of $175^{\circ}-27'-15''$ with the last described course; thence northeasterly 9.75 feet along a line which forms an angle to the right of $153^{\circ}-41'-35''$ with the last described course to the West Line of St. Joseph Drive; thence north 129.50 feet along the West Line of said St. Joseph Drive which forms an angle to the right of $120^{\circ}-51'-10''$ with the last described course to a Point of Curvature; thence northwesterly 419.40 feet along the Southwest Line of said St. Joseph Drive being the arc of a curve concave to the southwest with a radius of 267.00 feet and the 377.60 foot chord of said arc forms an angle to the right of $135^{\circ}-00'-00''$ with the last described course to a Point of Tangency; thence west 171.37 feet along the South Line of said St. Joseph Drive which forms an angle to the right of $135^{\circ}-00'-00''$ with the last described chord to a Point of Curvature; thence northwesterly 244.76 feet along the Southwest Line of said St. Joseph Drive being the arc of a curve concave to the northeast with a radius of 333.05 feet and the 239.29 foot chord of said arc forms an angle to the right of $201^{\circ}-03'-13''$ with the last described course to a Point of Tangency; thence northwest 31.49 feet along said Southwest Line which forms an angle to the right of $201^{\circ}-03'-13''$ with the last

described chord to the Northeast Corner of said Lot 17; thence southwest 292.06 feet along the Southeast Line of said Lot 17 and the Southwesterly extension thereof which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the South Line of said Lot 17; thence west 231.08 feet along the South Line of said Lot 17 which forms an angle to the right of $227^{\circ}-52'-00''$ with the last described course to the Point of Beginning.

SCHOOL DISTRICT CERTIFICATE

This is to certify that I OSF Healthcare System as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as the Seventh Addition to Medical Hills Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District #87 in McLean County, Illinois.

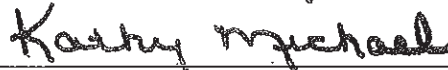
Dated this 1st day of May, 2017.

Chad E. Boone
Owner/Developer

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 9 day of May, 2017, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.



County Clerk, McLean County, Illinois

PIN 21-02-307-003

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of Seventh Addition to Medical Hills Subdivision in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Seventh Addition to Medical Hills Subdivision" in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent Bazan Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

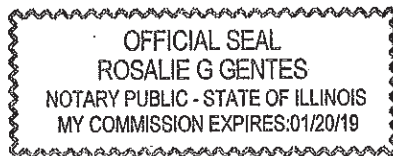
IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 1st day of May, 20 17.

*where dedication is required under Section 3.5.

Owner:

Chad E. Boren
President - SJMC

State of Illinois)
)ss.
County of McLean)



I, Rosalie G. Gentes, a Notary Public in and for the county and State aforesaid, do hereby certify that _____ personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 1st day of May, 20 17.

Rosalie G. Gentes
Notary Public

My commission expires 1/20/2019.

DRAINAGE STATEMENT

I, Jeffrey M. Gastel, Registered Professional Engineer, and OSF Healthcare Systems, being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become the "Seventh Addition to Medical Hills Subdivision", in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



Jeffrey M. Gastel
Registered Professional Engineer No. 51694

OWNER:

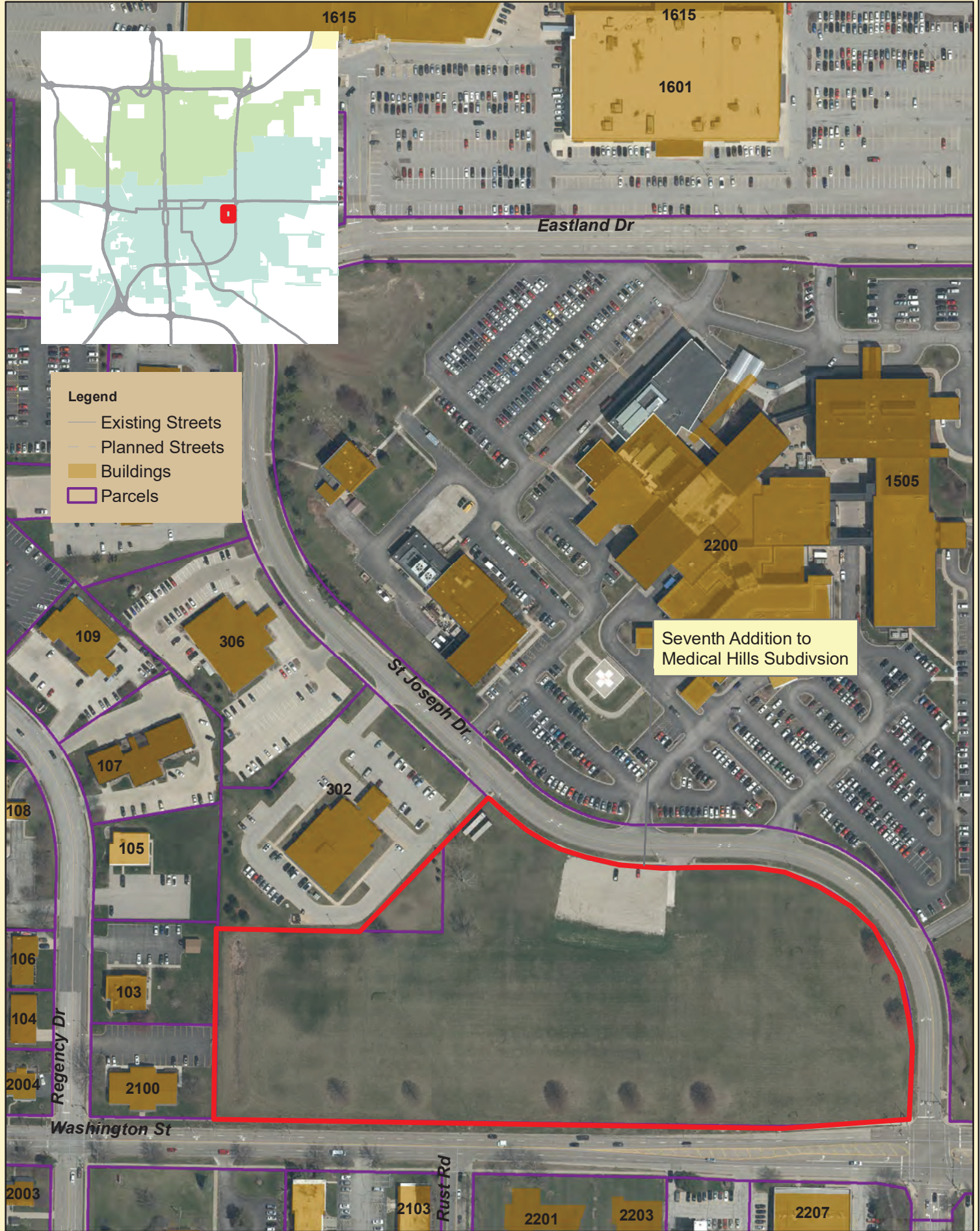
BY: Old E. Boren
President - OSF St Joseph



Seventh Addition to Medical Hills Subdivision

Date Prepared: 12/21/16

Shown on Final Plat:		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	N/A
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, Sections lines, or monuments.	TJM
	Name of Subdivision	TJM
	Legal Description	TJM
	Existing Parcel Id Number (PIN)	TJM
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Total Acreage	TJM
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	No, N/A?
The following shall be provided:		
	School District Certificate	TJM
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	TJM
	Owner's Petition	TJM
	Ordinance	*IN PROGRESS*
	Utility Company Signoffs	TJM
	Digital PDF Submittal provided to Public Works	*IN PROGRESS*
	Digital CAD format submittal provided to Public Works	*IN PROGRESS*
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	N/A
	Retains the design characteristics of approved public improvement engineering plans and specifications.	*NOT YET*
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	*NOT YET*



MEMORANDUM

June 13, 2017

TO: Cherry Lawson, City Clerk
FROM: Tony Meizelis, Engineering Division Public Works
RE: Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer for **Medical Hills Subdivision Seventh Addition**.

A: Tap-On Fees:

No tap on fees are required, as the subdivision was previously final platted.

B: Performance Guarantee:

110% of incomplete public improvement construction costs as of 06/09/17: \$40,150.00
10% of all completed public improvement construction costs: \$ 0.00
Total (Amount of the bond): \$ 40,150.00

C: Bond for adjacent substandard street improvement:

There are no pending public improvements adjacent to this subdivision; No adjacent substandard street improvement bond required.

D: Detention Requirements:

Storm water detention in compliance with City Code shall be provided for all development within this subdivision occurring in areas not already covered by existing detention or fees paid in lieu of detention.

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Patti-Lynn Silva, Finance

REGULAR AGENDA



AGENDA ITEM NO. 8A

FOR COUNCIL: June 26, 2017

SUBJECT: Consideration of approving the Naming Rights Agreement changing the name of the U.S. Cellular Coliseum to the Grossinger Motors Arena

RECOMMENDATION/MOTION: That the Naming Rights Agreement between the City of Bloomington, VenuWorks of Bloomington, LLC, and Grossinger Motors Inc. be approved and the City Manager and City Clerk be authorized to execute the agreement.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 5. Great Place – Livable, Sustainable City; Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Goal 1, Objective d: City services delivered in the most cost-effective, efficient manner; Goal 5, Objective d: Appropriate leisure and recreational opportunities responding to the needs of residents; Goal 6, Objective c: Downtown becoming a community and regional destination.

BACKGROUND: When the facility currently known as the U.S. Cellular Coliseum opened in 2005, a 10-year naming rights agreement was entered within U.S. Cellular. That agreement expired in April 2016, and U.S. Cellular did not seek to renew it in light of the reduced service coverage of U.S. Cellular in the Bloomington market area. A new naming rights agreement has now been negotiated with Grossinger Motors, Inc., to name the building the Grossinger Motors Arena. The Agreement is a five-year contract, with the potential for a five-year renewal. In exchange for the naming rights, Grossinger Motors will pay the City \$175,000 per year for the first five years. If the contract is extended, the annual rate is negotiable up to \$225,000 per year. The City is responsible for the signage costs, up to \$75,000, in the first year that will be paid from the initial sponsorship payment.

The proposed agreement contains an early termination clause should Grossinger Motors cease to do business in the Bloomington-Normal area, however, there is a requirement that in such a case 9-months advance notice must be given and at least three-years of payments must be made regardless of the date of termination. In addition, any such early termination would require the repayment of any signage costs that were expended, on a pro-rated basis of the five-year agreement. The agreement provides Grossinger with various signage rights, a suite agreement, the ability to display vehicles outside of the Arena subject to the permitting requirements of the City, and the ability to use the Arena twice a year for car shows subject to various restrictions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The approval of the Naming Rights Agreement will add \$175,000 per year to the operations account of the Arena, minus cost of signage (limited to \$75,000 the first year) and a 5% commission to be paid to VenuWorks for securing the Naming Rights.

COMMUNITY DEVELOPMENT IMPACT: N/A

Link to Comprehensive Plan/Downtown Plan Goals: N/A

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

Respectfully submitted for Council consideration.

Prepared by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

Attachments:

- Agreement

NAMING RIGHTS AGREEMENT

This NAMING RIGHTS AGREEMENT, made this 22nd day of June, 2017, by and between the City of Bloomington, an Illinois municipal corporation located at 109 E. Olive Street (hereinafter "OWNER"), VenuWorks of Bloomington, LLC, an Illinois limited liability company (hereinafter "OPERATOR"), and Grossinger Motors, Inc., 6900 N. McCormick Blvd. Lincolnwood, IL 60712 (hereinafter "NAMING SPONSOR").

WITNESSETH:

WHEREAS, OWNER owns, operates, and maintains an arena currently known as the "U.S. Cellular Coliseum" (hereinafter, such facility shall be referred to as "ARENA"); and

WHEREAS, OWNER desires to sell the naming rights to the ARENA; and

WHEREAS, NAMING SPONSOR desires to purchase naming rights to the ARENA for a Five (5) year period with first right of refusal for an additional Five (5) years based on new terms and conditions proposed by OWNER; and

WHEREAS, NAMING SPONSOR desires to utilize the naming rights set forth herein; and

WHEREAS, NAMING SPONSOR desires to assist in maximizing ARENA's annual attendance and activity which will benefit both ARENA and NAMING SPONSOR; and

WHEREAS, NAMING SPONSOR has agreed to pay amounts and provide the services described in Article IV in exchange for naming rights.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I - NAME CHANGE; LOGO; PUBLIC RELATIONS; USE OWNERSHIP

Section 1.1 Name Change.

- A. In accordance with this Agreement, the ARENA name shall be changed to a name to be mutually acceptable to both OWNER and NAMING SPONSOR, hereinafter known as GROSSINGER MOTORS ARENA. OWNER shall cause, at NAMING SPONSOR'S sole expense, ARENA's displayed name on all signage, materials and other locations whether within or outside of the ARENA, to be changed to read GROSSINGER MOTORS ARENA. OWNER will work with NAMING SPONSOR to receive pre-approval of all expenses which shall not be unreasonably withheld. OWNER will use its best efforts to make all references to the ARENA made to any person, firm, corporation, or other entity, for the term of this Agreement, be the GROSSINGER MOTORS ARENA including references by OWNER made in local, regional, and national media coverage and advertising and to representatives thereof.

When referring to the ARENA outside the Bloomington area the ARENA will be referred to by OWNER as GROSSINGER MOTORS ARENA, Bloomington. This is so potential patrons of the ARENA are reminded of its location and to promote and identify the City of Bloomington.

Section 1.2 Logo.

NAMING SPONSOR and OWNER will work together to develop a mutually agreeable ARENA logo.

Section 1.3 Public Relations Campaign.

Effective upon execution of this agreement, with NAMING SPONSOR'S approval, OWNER shall engage in an aggressive public relations campaign announcing the GROSSINGER MOTORS ARENA and NAMING SPONSOR's support of the City of Bloomington.

Section 1.4 Use of Name and Logos.

All uses of the GROSSINGER MOTORS ARENA and all logos associated therewith by OWNER or its licensees permitted by this Agreement shall be deemed to be approved with the NAMING SPONSOR'S approval of name and logo, consistent with Sections 1.1 and 1.2 above. OWNER will have exclusive rights to use the logo in connection with the services of promoting and organizing conventions, trade shows, civic and business meetings and banquets, and entertainment and sporting events and for all other purposes related to conducting business on behalf of the ARENA. OWNER agrees to observe reasonable guidelines as may be set by NAMING SPONSOR in connection with the use of such logos, provided that such guidelines are consistent with industry norms and standards.

Section 1.5 Ownership of Name and Logos.

OWNER acknowledges and agrees that NAMING SPONSOR is the owner of the exclusive right to use its own business name and logos associated therewith and any registrations therefore. OWNER will not at any time challenge NAMING SPONSOR'S exclusive right to such name and logos and will not use or permit the use of any name or logo confusingly similar to NAMING SPONSOR'S. NAMING SPONSOR acknowledges OWNER's unrestricted right to use GROSSINGER MOTORS ARENA and logos as provided by this Agreement.

ARTICLE II - AMENITIES

Section 2.1 Signage and Displays.

- A. Unless otherwise provided herein, OWNER shall provide, at NAMING SPONSOR'S sole cost and expense, signage at the following locations bearing the GROSSINGER MOTORS ARENA name: OWNER to provide up to \$75,000 for one time reimbursement to apply towards signage expenses (expenses mutually agreed upon with OWNER & NAMING SPONSOR) as part of this naming rights Agreement.

- (I) Exterior Building Locations
 - ☐ Name prominently placed on three sides of the ARENA
 - ☐ One banner location on each side of main entrance of ARENA
- (II) Directional Signage
 - ☐ Directional roadside signage which is strategically placed along main thoroughfares leading to the ARENA as may be permitted by law and in the OWNER's sole discretion.
- (III) Interior Building Locations
 - ☐ Signage in ARENA Bowl top of main video board
 - ☐ Signage in ARENA Concourse (2 back lit ad panels)
 - ☐ Basketball floor signage on ARENA court.
 - ☐ Hockey rink ice signage
- (III) Specific automotive brand naming rights to the following areas
 - ☐ Main Ticket Office
 - ☐ VIP Entrance & Suite Level
 - ☐ Club / Restaurant
- (IV) Vehicle Display in front of ARENA
 - ☐ Two (2) Vehicles to be displayed in front of ARENA with location #1 to be in front of ticket office near Madison Street and location #2 to be on the corner of Madison Street and Front Street as permitted by City Code for events at ARENA. Insurance, delivery, pickup, labor and any other expenses for vehicles on display are at the sole cost of Naming Sponsor.

B. A Signage Agreement that incorporates the requirement of this Section 2.1, details the signs and identifies the locations of the signs shall be entered into between OPERATOR and NAMING SPONSOR.

Section 2.2 Promotional Opportunities.

OWNER shall further provide the following at OWNER's sole cost and expense:

- (I) One suite with 14 seats (18 person capacity) to the NAMING SPONSOR who shall be provided a Suite Agreement by OPERATOR.
- (II) Name recognition on tickets, media materials, printed stationery, business cards and all promotional materials promoting GROSSINGER MOTORS ARENA and the events taking place there.
- (III) Ongoing promotional and marketing opportunities to NAMING SPONSOR (mutually agreed with venue management company)

- (IV) Name recognition when ARENA may be promoted or publicized by OWNER in local, regional, national or international media coverage and advertised as GROSSINGER MOTORS ARENA.

Section 2.3 Complimentary ARENA Use.

NAMING SPONSOR shall have two (2) complimentary event rental use to include (Thursday – Sunday for Grossinger Motors auto sale) the GROSSINGER ARENA annually, to be mutually acceptable to NAMING SPONSOR and OWNER. Room usage shall be on a space available basis and subordinate to ARENA's cash rentals and does not include catering or other amenities provided by ARENA. Service charges incurred by OWNER, its assignee, and subcontractors for setup, clean-up and other services will be billed to NAMING SPONSOR at posted rates.

ARTICLE III - ADVERTISING

Section 3.1 Advertising Policies.

NAMING SPONSOR agrees to abide by OWNER policies on advertising within and relative to the GROSSINGER MOTORS ARENA. Events may play the GROSSINGER MOTORS ARENA that are sponsored by other businesses, and in that case, temporary banners or other signage may be hung, scoreboard messages may appear and/or public address announcements could be made. NAMING SPONSOR further acknowledges that OWNER is retaining the right to sell advertising rights at the GROSSINGER MOTORS ARENA, subject to the provision set forth in Section 3.2.

Section 3.2 Product Category Exclusivity.

OWNER shall refrain from selling GROSSINGER MOTORS ARENA permanent advertising rights to any person, firm corporation, or entity that is engaged in the business of automotive sales, automotive manufacturing and automotive services (such as oil changes & tires), unless the OWNER has written permission from NAMING SPONSOR. This Section 3.2 shall not prohibit OWNER from leasing Suites or other Premium seating to a Competitor; provided however, that such Competitor shall not display advertising signage outside their Suite or Premium seating area.

ARTICLE IV - FEES AND CHARGES

Section 4.1 Payment.

NAMING SPONSOR shall pay to the OWNER the sum of Eight Hundred Seventy Five Thousand Dollars and no cents (\$875,000.00) in consideration of this agreement in the following manner:

July 1, 2017	\$87,500	January 1, 2017	\$87,500
July 1, 2018	\$87,500	January 1, 2018	\$87,500
July 1, 2019	\$87,500	January 1, 2019	\$87,500
July 1, 2020	\$87,500	January 1, 2020	\$87,500
July 1, 2021	\$87,500	January 1, 2021	\$87,500

ARTICLE V - TERM / TERMINATION / RENEWAL

Section 5.1 Term.

The initial term of this Agreement shall commence on the date hereof ("Effective Date") and shall continue until June 30, 2022, with first right of refusal for an additional Five (5) years based on new terms and conditions, specifically including fees (not to increase beyond \$225,000 per year) and usage rights, as determined and approved by the OWNER in its sole discretion, unless otherwise terminated in accordance with Section 5.2 or 5.3.

Section 5.2 Termination.

5.2.1 Defaults & Material Breaches. Each of the following shall constitute a breach and material default of this Agreement:

- (2) The failure by NAMING SPONSOR to cure a payment default under this Agreement (notwithstanding the right of the OWNER to interest on any such sums that become delinquent);
- (3) Any party's failure to comply with a material term or condition of, or to satisfy a material obligation it has assumed under, this Agreement;

5.2.2 Termination for Failure to Correct, Remedy, or Cease Failure or Violation of Agreement Within Reasonable Time After Receipt of Notice Thereof.

In the event either party to this Agreement fails to perform any obligation hereunder, or violates any provision of this Agreement, the other party may give notice to such party of such failure and demand the performance of such party(s) obligations hereunder or compliance with the terms and conditions hereof within a reasonable period after the date of such notice, which period shall not exceed ninety (90) days. In the event the party receiving notice of such failure or violation does not correct, remedy, or cease such failure or violation within the time specified in such notice, the other party may terminate this Agreement, whereupon all obligations of the parties

hereto that had not been incurred as of the effective termination date, including but not limited to the obligation to pay the balance of fees due, to thereafter identify the ARENA as the GROSSINGER MOTORS ARENA and to display NAMING SPONSOR's logo in connection therewith, shall terminate.

5.2.3 Should the Internal Revenue Service enter Rules and Regulations relating to naming rights agreements which would adversely affect OWNER, OWNER reserves the right to amend or terminate this agreement based on the Internal Revenue Service rulings.

5.2.4 Should NAMING SPONSOR discontinue doing automotive business in the Bloomington / Normal market areas during the term of this Agreement and wishes to terminate early as a result, the following would apply: NAMING SPONSOR must give Nine (9) months' notice in writing of its intent to terminate to both OWNER and OPERATOR. In the event termination occurs under this section prior to three years, NAMING SPONSOR remains obligated and liable to pay for the first three (3) full years of payments due under Section 4.1. In the event of termination under this section, unless NAMING SPONSOR chooses to implement Section 9.10, NAMING SPONSOR also agrees to reimburse OWNER for all signage expenses it incurred per Section 2.1A on a pro-rated basis of this 5 year Agreement.

5.2.5 Remedies Available Upon Termination of a Party's Rights.

- (1) NAMING SPONSOR Remedies: In the event that OWNER's rights under this Agreement are terminated by SPONSOR pursuant to this section, the Annual Fee payable pursuant to Section 4.1 hereof shall be prorated on the basis of 365 calendar days, and the amount of the Annual Fee that has been paid and is attributable to the period of time after the effective date of such termination shall be refunded to NAMING SPONSOR or its successor or assignee, as appropriate.
- (2) OWNER Remedies: In the event that NAMING SPONSOR's rights under this Agreement are terminated by OWNER pursuant to this section, OWNER, without any further proceedings, may grant and license the title sponsorship rights to the ARENA to one or more other persons or entities during any portion of the term remaining under this Agreement had it not been terminated, and receive license fees therefor; Provided, that notwithstanding such termination, NAMING SPONSOR's liability for the additional payment to be paid to the OWNER pursuant to Section 4.1 shall not be extinguished, and NAMING SPONSOR shall pay to OWNER the difference between said annual fee and the sum OWNER receives for the title sponsorship from such other persons or entities during the period beginning on the date NAMING SPONSOR's or NAMING ENTITY'S rights under this Agreement are terminated and ending on the scheduled expiration date of this Agreement. Such payment shall be made annually, within fifteen (15) days after the date of the OWNER's invoice to NAMING SPONSOR. In the event that NAMING SPONSOR's rights under this Agreement are terminated pursuant to this section, OWNER shall make a

good faith effort to obtain the fair market value for the title sponsorship rights that are licensed to any third party or parties during that portion of the term of this Agreement that follows the effective termination of NAMING SPONSOR's rights. If OWNER fails to negotiate a fair market value upon resale of the title sponsorship rights, NAMING SPONSOR's liability under this subsection shall be limited to an amount equal to the difference between the additional annual fees to be paid hereunder and the current fair market value of such title sponsorship rights.

Section 5.3 Renewal.

NAMING SPONSOR shall receive first right of refusal for an additional Five (5) years based on new terms and conditions as set to and agreed by OWNER. OWNER shall submit in writing a new Agreement, including the new terms and conditions, specifically including the new fees and facility usage terms, approximately 16 months prior to the expiration of this Agreement. NAMING SPONSOR shall have 30 days to accept and respond to the proposed new Agreement. If the NAMING SPONSOR does not accept the proposed new Agreement within that 30 day time period, OWNER shall be free to enter into a naming rights agreement with any other party to begin at the expiration of this Naming Rights Agreement.

ARTICLE VI - REPRESENTATIONS AND WARRANTIES

OWNER hereby represents and warrants to NAMING SPONSOR that:

Section 6.1 Authorization.

OWNER has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated herein. All acts and proceedings required for the authorization, execution, delivery, and performance of this Agreement have been taken. This Agreement and all documents and instruments delivered hereunder are legal, valid, and binding on OWNER and enforceable in accordance with their respective terms.

Section 6.2 Ownership.

City of Bloomington is the exclusive owner of the ARENA and shall retain all rights and privileges of ownership. OWNER retains all rights and privileges; including but not limited to, decisions regarding programming, operations, financial affairs, promotions, marketing and management.

NAMING SPONSOR hereby represents and warrants to OWNER that:

Section 6.3 Authorization.

NAMING SPONSOR has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated herein. All acts and proceedings required for the authorization, execution, delivery, and performance of this Agreement have been taken. This Agreement and all documents and instruments delivered hereunder are legal, valid,

and binding on NAMING SPONSOR and enforceable in accordance with their respective terms.

Section 6.4 Compliance.

NAMING SPONSOR has been and are on the date hereof being conducted in compliance with all applicable federal, state, and local laws, rules, and regulations, including but not limited to environmental laws. NAMING SPONSOR is not in violation or breach of, or in default under any term or provision of any business commitment with any other party, and no event has occurred that, with the giving of notice or the passage of time or both, would constitute such a violation, breach or default. The execution, delivery and performance by NAMING SPONSOR of this Agreement will not:

- (I) require any consent or approval from any person not already received;
- (II) require any authorization, consent, approval, license, exemption by or filing or registration with any court or governmental department, commission, board, bureau, agency, or instrumentality of government which has not been validly and lawfully obtained;
- (III) cause NAMING SPONSOR to violate or contravene any provision of law, any rule or regulation of any agency or government, whether federal, state, local, or foreign, any order, writ, judgment, injunction, decree, determination or award;
- (IV) violate or be in conflict with, result in a breach of or constitute (with or without notice or the lapse of time or both) a default under any contract with any other party; or
- (V) result in the creation or imposition of any lien.

Section 6.5 Disclosures.

There is no fact known to NAMING SPONSOR, which NAMING SPONSOR has not fully disclosed to OWNER in writing with respect to marketing, business prospects, competition, industry or similar factors of general application, which would or may be likely to have a materially adverse effect upon the existing or expected financial condition, business retention, operating results, assets, customer relations, employee relations or business prospects of the NAMING SPONSOR.

ARTICLE VII - INSURANCE

Property damage coverage on the ARENA will at all times be maintained by the City of Bloomington. NAMING SPONSOR and any and all of its contractors and subcontractors, shall maintain insurance coverage at all times during any NAMING SPONSOR activities, said insurance requirements to be consistent with standard ARENA operating procedures in force.

ARTICLE VIII - INDEMNIFICATION; LIMITATION OF LIABILITY

Section 8.1 Indemnification.

- A. Each party hereto shall indemnify and hold the other (hereinafter the "indemnified parties") harmless from any and all losses, claims, actions, damages, and expenses, including attorneys' fees, arising out of or resulting from every act or omission of the indemnifying party or any of its officers, under this agreement.
- B. In addition to the foregoing, NAMING SPONSOR shall indemnify OWNER from any and all losses, claims, actions, damages, and expenses, including attorneys' fees, arising out of or resulting from any breach or infringement of copyright, trademark, or other intellectual property rights in the course of the utilization of any name or logo provided or selected solely by the NAMING SPONSOR.

Section 8.2 Limitation of Liability.

In no event shall either party be liable for special, indirect or consequential damages in connection with or arising out of this agreement.

Section 8.3 NAMING SPONSOR as User or Tenant

Indemnification and limitations of liability described in sections 8.1 and 8.2 herein shall not relieve the NAMING SPONSOR of its responsibilities for insurance and other normal tenant requirements on those occasions when the NAMING SPONSOR is a tenant or user of the ARENA.

ARTICLE IX - MISCELLANEOUS

Section 9.1 Amendments.

Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

Section 9.2 Interpretation of Agreement.

The captions preceding the articles and sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope of intent of any provision of this Agreement. This Agreement has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters dealt with hereto and shall be interpreted to achieve the intents and purposes of the parties without any presumption against the party responsible for drafting any part of this Agreement. Provisions in this Agreement relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or OWNER holiday, then the last day for undertaking the action of giving or replying to the notice shall be the

next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used. Unless otherwise provided herein, whenever the consent of OWNER or NAMING SPONSOR is required to be obtained, OWNER or NAMING SPONSOR, as the case may be, may give or withhold such consent in its sole and absolute discretion.

Section 9.3 Severability.

If any provision of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to such person, entity or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

Section 9.4 Force Majeure; Substantial Damage.

In the event that either party to this Agreement is unable to perform its obligations hereunder or to enjoy any of its benefits because of the substantial damage or destruction of the ARENA due to any cause, a natural disaster, or action or decree of a governmental body with appropriate jurisdiction (hereinafter referred to as a "Force Majeure Event"), the party that has been so affected shall immediately give notice to the other party of such fact and shall do everything possible to resume its performance. Upon the other party's receipt of such notice, each party's obligations hereunder shall be suspended for the period of such Force Majeure Event and, if applicable, the payments due pursuant to Section 4.1 shall be reduced pro rata and NAMING SPONSOR shall be refunded the difference between the amounts paid and the amount of the reduced payment. If the Force Majeure Event lasts for a period of two (2) or more years from and after the date that the other party receives notice of such Force Majeure Event and the party that received such notice has been able to perform its obligations hereunder despite such Force Majeure Event, the party that received such notice may terminate this Agreement by giving notice thereof to the party unable to perform because of such Force Majeure Event.

Section 9.5 Time of Essence.

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified including, but not limited to, the expiration of the term.

Section 9.6 Cumulative Remedies.

All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.

Section 9.7 Survival of Indemnities.

Termination of this Agreement shall not affect the right of OWNER or NAMING SPONSOR to enforce any and all indemnities and representations and warranties given or made to the

other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof.

Section 9.8 Notices.

All notices hereunder shall be in writing and shall be deemed to have been duly given upon receipt, if personally delivered, or on the third business day following mailing by the United States mail, postage prepaid, addressed to the parties at the following addresses or at such other addresses as shall be specified in writing and in accordance with this Section:

NAMING SPONSOR:

Grossinger Motors
6900 N McCormick Blvd.
Lincolnwood, IL 60712
Attn: Caroline Grossinger, Owner & President

With a copy to:

Rocklin Irving Marketing Solutions
7101 North Cicero Avenue
Lincolnwood, IL 60712
Attn: Mark Rocklin, President

OWNER:

City of Bloomington
109 E. Olive Street
Bloomington, IL 61701
Attn: City Manager
Attn: Corporation Council

With a copy to:

VenuWorks of Bloomington, LLC
101 S. Madison Street
Bloomington, IL 61701
Attn: Executive Director

Section 9.9 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.10 Successors and Assigns.

NAMING SPONSOR may assign this Agreement to any parent, subsidiary, or entity purchasing substantially all of the assets of NAMING SPONSOR. OWNER, in its sole discretion, retains the right to approve any name change to ARENA. This Agreement shall inure to the benefit of and shall be binding upon the parties and their successors and assigns.

Section 9.11 Entire Agreement

This Agreement shall constitute the entire agreement of the parties. Any and all prior agreements or understandings of the parties shall, upon execution of this Agreement, be null and void.

Section 9.12 Waiver.

Any term or condition of this Agreement may be waived at any time by the party entitled to the benefit thereof. The waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement.

Section 9.13 Relationship of Parties.

Except as may otherwise be expressly provided herein, the parties shall not be considered agents, employees, partners, or joint ventures of one another under the terms of this Agreement for any reason whatsoever.

Section 9.14 Agreement Executed in Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

Section 9.15 Agreement Subject to Approval by OWNER.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SPONSOR and SPONSOR'S GRANTEE ACKNOWLEDGE AND AGREE THAT NO OFFICER OR EMPLOYEE OF OWNER HAS AUTHORITY TO COMMIT OWNER HERETO UNLESS AND UNTIL A RESOLUTION OR ORDINANCE OF OWNER SHALL HAVE BEEN DULY PASSED APPROVING THIS AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF OWNER HEREUNDER ARE CONTINGENT UPON PASSAGE OF SUCH A RESOLUTION, AND THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS OWNER APPROVES THIS AGREEMENT, IN ITS SOLE AND ABSOLUTE DISCRETION, AND IN ACCORDANCE WITH ALL APPLICABLE LAWS.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

OWNER

By: _____

Its: _____

NAMING SPONSOR

By:  _____

Its: _____ President

OPERATOR

By: _____

Its: _____

CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: June 26, 2017

SUBJECT: Consideration of approving an Ordinance Establishing Prevailing Wages to be Paid to Laborers, Workers and Mechanics Engaged in Public Works with the City of Bloomington

RECOMMENDATION: That the Ordinance Establishing Prevailing Wage be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: The Prevailing Wage Act (820 ILCS 130/1 *et seq.*) requires that public bodies such as the City, which awards any construction contract for public work or doing such work by day labor, shall ascertain the general prevailing hourly rates of wages for employees engaged in such work, and shall require that all contractors of the City pay those wages to their workers.

The City does not ascertain its own prevailing wages and instead relies upon the calculations performed by the Illinois Department of Labor. On May 26, 2017 the State of Illinois Department of Labor published a new Prevailing Wage Rate Determination. This is the first change to State of Illinois Wage Rates since the July 2015 wage rates were published. The new wage rates took effect on June 5, 2017. These wages are further incorporated into this resolution, which also requires contractors to ascertain prevailing wages by checking with the Illinois Department of Labor and paying the most current prevailing wage. The ordinance must be filed with the Department by July 15, 2017.

The Ordinance also requires contractors to submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense.

The Ordinance contains language requiring contractors provide proof of participation in an apprenticeship program if the contract is in excess of \$100,000. The apprenticeship language was added by a past City Council and has been standard language although not required by law. Finally, the City Council also has a practice of requiring prevailing wage to be paid on projects supported

by Tax Increment Financing or tax incentives of any kind, although this remains discretionary under existing interpretations of the law and subject to supplemental agreements of the Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable. The Ordinance is required by state law.

FINANCIAL IMPACT:

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Finance review by: Chris Tomerlin, Budget Analyst

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

Attachments:

- Ordinance
- McLean County Prevailing Wage for June 2017

ORDINANCE NO. 2017 -

**AN ORDINANCE OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS
ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS,
WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS
WITH THE CITY OF BLOOMINGTON**

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, “public work”, as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT ORDAINED that the prevailing wages as established and regularly updated by the Illinois Department of Labor, last determined and as show on the attached McLean County Prevailing Wage Rates for June 2017, shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT ORDAINED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT ORDAINED that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000; and

BE IT ORDAINED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Ordinance; and

BE IT ORDAINED that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract for the locality; and

BE IT ORDAINED that the City Clerk shall mail a copy of this Ordinance to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT ORDAINED that the City Clerk shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois; and

BE IT ORDAINED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Ordinance and that it is the effective prevailing wage determination of this public body.

ADOPTED this ____ day of June, 2017

APPROVED this ____ day of June, 2017

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

EXHIBIT A
JUNE 2017 McCLEAN COUNTY PREVAILING WAGE RATES

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

MCLEAN COUNTY
PREVAILING WAGE
RATES EFFECTIVE JUNE
5, 2017

Trade/Title	Region	Type	Class	Base Wage	Foreman Wage	M-F		OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	BLD		31.05	32.05	1.5	1.5	1.5	2.0	7.70	12.47	0.00	0.80
ASBESTOS ABT-GEN	All	HWY		33.04	34.04	1.5	1.5	1.5	2.0	7.70	12.47	0.00	0.80
ASBESTOS ABT-MEC	All	BLD		33.00	35.50	1.5	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		38.00	41.00	2.0	2.0	2.0	2.0	7.07	15.99	0.00	0.40
BRICK MASON	All	BLD		30.57	32.07	1.5	1.5	1.5	2.0	9.40	13.02	0.00	0.79
CARPENTER	All	BLD		31.70	33.95	1.5	1.5	1.5	2.0	8.20	16.21	0.00	0.52
CARPENTER	All	HWY		33.51	35.76	1.5	1.5	1.5	2.0	8.20	16.51	0.00	0.52
CEMENT MASON	All	All		32.90	33.90	1.5	1.5	1.5	2.0	6.30	14.38	0.00	0.60
CERAMIC TILE FNSHER	All	BLD		30.86	30.86	1.5	1.5	1.5	2.0	9.40	10.57	0.00	0.77
ELECTRIC PWR EQMT OP	All	All		42.47	48.52	1.5	1.5	1.5	2.0	6.52	11.89	0.00	0.42
ELECTRIC PWR GRNDMAN	All	All		29.14	48.52	1.5	1.5	1.5	2.0	6.12	8.16	0.00	0.29
ELECTRIC PWR LINEMAN	All	All		47.16	48.52	1.5	1.5	1.5	2.0	6.66	13.20	0.00	0.47
ELECTRIC PWR TRK DRV	All	All		30.55	32.55	1.5	1.5	1.5	2.0	6.17	8.56	0.00	0.31
ELECTRICIAN	All	BLD		37.96	39.96	1.5	1.5	1.5	2.0	6.85	8.80	0.00	0.57
ELECTRICIAN	E	BLD		35.15	38.67	1.5	1.5	1.5	2.0	6.90	10.50	0.00	1.00
ELECTRONIC SYS TECH ELEVATOR	All	BLD		30.34	32.34	1.5	1.5	1.5	2.0	6.85	8.36	0.00	0.40
CONSTRUCTOR	All	BLD		42.52	47.84	2.0	2.0	2.0	2.0	14.43	8.96	3.40	0.60

FENCE ERECTOR	E	All	32.21	34.11	1.5	1.5	2.0	8.84	10.02	0.00	0.90
GLAZIER	All	BLD	34.12	36.12	1.5	1.5	1.5	10.25	7.70	0.00	1.25
HT/FROST INSULATOR	All	BLD	44.40	46.50	1.5	1.5	2.0	11.62	12.26	0.00	0.72
IRON WORKER	E	All	32.61	34.51	1.5	1.5	2.0	9.64	11.37	0.00	0.90
IRON WORKER	W	BLD	32.40	34.30	1.5	1.5	2.0	9.84	14.91	0.00	0.54
IRON WORKER	W	HWY	36.44	38.44	1.5	1.5	2.0	9.84	14.91	0.00	0.54
LABORER	All	BLD	30.05	31.05	1.5	1.5	2.0	7.70	12.47	0.00	0.80
LABORER	All	HWY	32.04	32.59	1.5	1.5	2.0	7.70	12.82	0.00	0.80
LABORER, SKILLED	All	BLD	30.05	31.05	1.5	1.5	2.0	7.70	12.47	0.00	0.80
LABORER, SKILLED	All	HWY	32.04	32.59	1.5	1.5	2.0	7.70	12.82	0.00	0.80
LATHER	All	BLD	30.85	33.10	1.5	1.5	2.0	8.00	15.71	0.00	0.52
MACHINERY MOVER	W	HWY	35.98	37.98	1.5	1.5	2.0	9.49	13.91	0.00	0.00
MACHINIST	All	BLD	45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00
MARBLE FINISHERS	All	BLD	30.86		1.5	1.5	2.0	9.40	10.57	0.00	0.77
MARBLE MASON	All	BLD	32.61	33.86	1.5	1.5	2.0	9.40	10.57	0.00	0.78
MILLWRIGHT	All	BLD	31.56	33.81	1.5	1.5	2.0	8.20	16.78	0.00	0.52
MILLWRIGHT	All	HWY	33.59	35.33	1.5	1.5	2.0	8.20	16.95	0.00	0.52
OPERATING ENGINEER	All	BLD	38.62	37.49	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING ENGINEER	All	BLD	35.84	37.49	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING ENGINEER	All	BLD	31.27	37.49	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING ENGINEER	All	HWY	38.62	41.62	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING ENGINEER	All	HWY	35.84	41.62	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING ENGINEER	All	HWY	31.27	41.62	1.5	1.5	2.0	8.00	19.23	0.00	3.00
PAINTER	All	All	34.60	36.60	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	All	BLD	33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIIVER	All	BLD	32.70	34.95	1.5	1.5	2.0	8.20	16.21	0.00	0.52
PILEDRIIVER	All	HWY	34.51	36.96	1.5	1.5	2.0	8.20	16.51	0.00	0.52
PIPEFITTER	All	BLD	41.30	45.43	1.5	1.5	2.0	7.00	11.85	0.00	1.45
PLASTERER	All	BLD	30.07	32.07	1.5	1.5	2.0	8.15	16.79	0.00	0.80
PLUMBER	All	BLD	41.30	45.43	1.5	1.5	2.0	7.00	11.85	0.00	1.45
ROOFER	All	BLD	31.00	32.55	1.5	1.5	2.0	8.95	8.30	0.00	0.25
SHEETMETAL WORKER	All	BLD	32.75	34.39	1.5	1.5	2.0	9.37	16.46	0.00	0.80

SIGN HANGER	W	HWY		35.98	37.98	1.5	1.5	2.0	9.49	13.91	0.00	0.00
SPRINKLER FITTER	All	BLD		37.12	39.87	1.5	1.5	2.0	8.42	8.50	0.00	0.35
STEEL ERECTOR	W	HWY		36.44	38.44	1.5	1.5	2.0	9.84	14.91	0.00	0.54
TERRAZZO FINISHER	All	BLD		30.86		1.5	1.5	2.0	9.40	10.57	0.00	0.77
TERRAZZO MASON	All	BLD		32.61	32.61	1.5	1.5	2.0	9.40	10.57	0.00	0.78
TILE MASON	All	BLD		32.61	33.86	1.5	1.5	2.0	9.40	10.57	0.00	0.78
TRUCK DRIVER	All	O&C	1	28.02	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	2	28.43	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	3	28.62	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	4	28.88	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	5	29.64	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	N	All	1	37.91	38.26	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	All	2	38.06	38.26	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	All	3	38.26	38.26	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	All	4	38.46	38.26	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	S	All	1	35.02	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	S	All	2	35.54	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	S	All	3	35.77	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	S	All	4	36.10	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	S	All	5	37.05	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25

Explanations

MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line

from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by

application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo

mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life

safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process.

The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing

and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The

cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator,

material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch

men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -- street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen,

vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and

transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more.

Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - NORTH

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors;

Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry

trucks, 1-man operation; Winch trucks, 3 axles or more;

Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump -

Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled;

Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Scream; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower,

Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum);
 Draglines; Drott Yumbo & Similar Types considered as Cranes; 360
 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe;
 Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive -
 Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor
 Patrols & Power Blades - Dumore - Elevating & Similar Types;
 Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant
 Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop -
 Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers;
 Work Boat; Ross Carrier; Helicopter; Dozer; Tornadoizer; Tournapulls -
 all and similar types; Operation of Concrete and all Recycle
 Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats;
 Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver;
 Rock Crusher; Operation of Material Crusher, Screening Plants, and
 Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on
 spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types;
 Side Booms; Asphalt Heater & Planer Combination (used to plane
 streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments);

CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring

Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunnelugler; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled

Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted -

Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: June 26, 2017

SUBJECT: Consideration of approval of the Continuum of Care McLean County Core Services Grant Agreement (Project IL0289L5T1609) and Planning Grant Agreement (Project IL673L5T121600) submission to HUD.

RECOMMENDATION/MOTION: That Council approve the Continuum of Care McLean County Core Services Grant Agreement (Project IL0289L5T1609) and Planning Grant Agreement (Project IL673L5T121600) to HUD, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5: Great Place to Live – Livable, Sustainable City: City having the capacity to cost effectively serve new developments and residents.

STRATEGIC PLAN SIGNIFICANCE: Objective B: City decisions consistent with plans and policies.

BACKGROUND:

The McLean County Core Services Grant is one of four US Department of Housing and Urban Development Supportive Housing Program (SHP) grants the City has been awarded for 2017. The City has partnered on this project with both PATH and Salvation Army for nearly a decade to provide supportive services in the form of case management, outreach services and employment assistance to those at risk of becoming homeless or currently experiencing homelessness. The Planning Grant provides funding to support the salary of the Continuum of Care Coordinator.

The City of Bloomington's Comprehensive Plan 2035 addresses the need to reduce homelessness through prevention programs in Goal CWB-1 with CWB-1.1b specifically addressing the need make funds available to prevent homelessness. The funds provided through this project assist those experiencing homelessness secure housing and employment in addition to follow-up case management services to reduce the rate of return to homelessness.

Goal CWB-1: End chronic homelessness and reduce the severity of situational homelessness.
Goal CWB-1.1b: Continue to increase focus on prevention of homeless by making funds available that would alleviate the need for emergency shelter for families and individuals with income <80% of AMI.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

Salvation Army
PATH

FINANCIAL IMPACT: Failure to approve the agreement would result in a loss of \$178,641 in federal funding and reduce services to individuals at risk of becoming homeless or currently experiencing homelessness.

COMMUNITY DEVELOPMENT IMPACT:

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by: Tom Dabareiner, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- GRANT AGREEMENT –Continuum of Care Project L0289L5T121609 – 062617
- GRANT AGREEMENT – Continuum of Care Project L673L5T121600 - 062617



Tax ID No.: 37-6001563
CoC Program Grant Number: IL0673L5T121600
Effective Date: 6/7/2017
DUNS No.: 060864170

CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Bloomington (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” represents the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2016 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if the Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date the usage of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of the Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, the Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without the Recipient’s signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD;
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements ;

10. To follow the written standards, developed by the Continuum of Care, for providing Continuum of Care assistance, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office responsible for executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

Ray E. Willis

(Signature)

Ray E. Willis, Director

(Typed Name and Title)

June 7, 2017

(Date)

RECIPIENT

City of Bloomington

(Name of Organization)

By:

(Signature of Authorized Official)

David Hales, City Manager

(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 37-6001563
CoC Program Grant Number: IL0673L5T121600
Effective Date: 6/7/2017
DUNS No.: 060864170

EXHIBIT 1
SCOPE OF WORK for FY2016 COMPETITION

1. The projects listed on this Scope of Work are governed by the Continuum of Care Program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The projects listed on this Exhibit at 4., below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated the Recipient to apply for grant funds has not been designated a high performing community by HUD for the applicable fiscal year.
3. The Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant is \$ __41935__, allocated between budget line items, as indicated in 4., below. In accordance with the Rule, the Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement.
4. Subject to the terms of this Agreement, HUD agrees to provide the Grant funds, in the amount specified for the project application listed, to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

Project No.	Performance Period	Total Amount
IL0673L5T121600	-	\$ 41935

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 41935
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance (of which \$ 0 is for short-term and medium-term rental assistance for persons at risk of homelessness)	\$ 0
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0

- k. Administrative costs \$ 0
 - l. Relocation Costs \$ 0
 - m. Housing relocation and stabilization services \$ 0
5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients; however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The following project has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained by the recipient and used for eligible activities. Program income may also be counted as match.

Tax ID No.: 37-6001563
CoC Program Grant Number: IL0673L5T121600
Effective Date: 6/7/2017
DUNS No.: 060864170

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
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This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

Ray E. Willis

(Signature)

Ray E. Willis, Director

(Typed Name and Title)

June 7, 2017

(Date)

RECIPIENT

City of Bloomington

(Name of Organization)

By:

(Signature of Authorized Official)

David Hales, City Manager

(Typed Name and Title of Authorized Official)

(Date)



Tax ID No.: 37-6001563
CoC Program Grant Number: IL0289L5T121609
Effective Date: 6/6/2017
DUNS No.: 060864170

CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

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This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” represents the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

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Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD;
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements ;

10. To follow the written standards, developed by the Continuum of Care, for providing Continuum of Care assistance, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office responsible for executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

Ray E. Willis

(Signature)

Ray E. Willis, Director

(Typed Name and Title)

June 6, 2017

(Date)

RECIPIENT

City of Bloomington

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 37-6001563
CoC Program Grant Number: IL0289L5T121609
Effective Date: 6/6/2017
DUNS No.: 060864170

EXHIBIT 1
SCOPE OF WORK for FY2016 COMPETITION

1. The projects listed on this Scope of Work are governed by the Continuum of Care Program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The projects listed on this Exhibit at 4., below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated the Recipient to apply for grant funds has not been designated a high performing community by HUD for the applicable fiscal year.
3. The Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant is \$__136706__, allocated between budget line items, as indicated in 4., below. In accordance with the Rule, the Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement.
4. Subject to the terms of this Agreement, HUD agrees to provide the Grant funds, in the amount specified for the project application listed, to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

Project No.	Performance Period	Total Amount
IL0289L5T121609	06-01-2017 - 05-31-2018	\$ 136706

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance (of which \$ 0 is for short-term and medium-term rental assistance for persons at risk of homelessness)	\$ 0
h. Supportive services	\$ 127786
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0

- | | |
|--|---------|
| k. Administrative costs | \$ 8920 |
| l. Relocation Costs | \$ 0 |
| m. Housing relocation and stabilization services | \$ 0 |
5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients; however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The following project has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained by the recipient and used for eligible activities. Program income may also be counted as match.

Tax ID No.: 37-6001563
CoC Program Grant Number: IL0289L5T121609
Effective Date: 6/6/2017
DUNS No.: 060864170

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
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This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

Ray E. Willis

(Signature)

Ray E. Willis, Director

(Typed Name and Title)

June 6, 2017

(Date)

RECIPIENT

City of Bloomington

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)